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UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

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

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Proposed Attorneys for Debtors

In re:	Chapter 11
POOLIN TECHNOLOGY PTE. LTD., *et al.*[1]	Case No. 26-18325 (EJO)
Debtors.	(Jointly Administered)
	Judge: Eamonn J. O'Hagan
	Hearing Date: August 14, 2026

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

TO THE HONORABLE 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, Lawrence, NJ 08648.

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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") hereby submit this amended application (the "Amended Application") for the entry of an order, substantially in the form annexed hereto as **Exhibit A** (the "Proposed Order"), pursuant to 11 U.S.C. §§ 105(a) and 363, authorizing the retention and employment of DuFrayne LLC and Michael DuFrayne (collectively, "DuFrayne") as crisis managers and chief restructuring officer effective as of the Petition Date (as defined herein). In support of this Amended Application, the Debtors submit the declaration of Michael DuFrayne (the "DuFrayne Declaration"), attached hereto as **Exhibit B** and fully incorporated by reference herein, and respectfully state as follows:

JURISDICTION, VENUE & STATUTORY PREDICATE

1. The Court (defined below) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157(a)-(b) and 1334(b) and the *Standing Order of Reference to the Bankruptcy Court Under Title 11*, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.). The Debtors hereby consent, pursuant to Bankruptcy Rule 7008, to the entry of a Final Order by the Court in connection with this Amended Application, to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

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

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

RELEVANT FACTUAL & PROCEDURAL BACKGROUND

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

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

RELIEF REQUESTED

6. By this Application, the Debtors seek entry of the Order authorizing the retention and employment of DuFrayne as crisis managers, and Michael DuFrayne as Chief Restructuring Officer ("CRO"), to the Debtors and debtors-in-possession in accordance with the terms and conditions set forth in that certain engagement letter between the Debtors and DuFrayne dated November 14, 2025 (as subsequently amended, modified, and supplemented on July 31, 2026), collectively, the "Engagement Agreement"),[2] a copy of which is annexed hereto as **Exhibit C**.

QUALIFICATION OF PROFESSIONALS

7. Based on the complexities associated with administering these Chapter 11 Cases, the Debtors have determined that they require the assistance of a Crisis Manager and a CRO, with

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

specialized experienced in bankruptcy, crisis management, liquidation and financial advisory services. Accordingly, the Debtors seek authority to employ DuFrayne and have determined that the engagement of DuFrayne is necessary, appropriate, and in the best interests of the Debtors' estates due to DuFrayne's expertise and qualifications in performing the services set forth in the Engagement Agreement and as are required in these Chapter 11 Cases and for the reasons enumerated herein.

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

9. Michael DuFrayne, the proposed CRO, is the founder and Chief Executive Officer of DuFrayne and has over 35 years' experience in financial and operational management and business advisory, leading companies through strategic reorganizations, operational and financial restructurings, and liquidations, including the sales of assets under 11 U.S.C. 363.

10. Mr. DuFrayne's assignments have included out-of-court restructurings and liquidations, Chapter 11 and Chapter 15 proceedings with public and privately held companies of all sizes, 363 asset sales, post confirmation litigation and liquidation trustees' appointments, and as an advisor to trustees and receivers. Mr. DuFrayne has served in a variety of senior-level positions, including CEO, President, CRO, COO, CFO, and CLO and trustee to post-confirmation debtors.

11. Since November 2025, DuFrayne has worked closely with the Debtors in its capacity as crisis managers and CRO, providing assistance with the preparation and maintenance of the Debtors' books and records, accounting matters and negotiations with key constituencies, including suppliers, customers, landlords, insurers, and other creditors. Since February 2026,

DuFrayne has also assisted the debtors in evaluating strategic and financing alternatives, assisting with liquidity and capital structure analyses, preparing marketing and diligence materials, identifying and engaging potential buyers for the Debtors' assets, investors, lenders, and other transaction counterparties, and supporting negotiations with key stakeholders. As a result of this prepetition work, DuFrayne developed substantial familiarity with the Debtors' business, operations, assets and financial affairs and is uniquely suited and best positioned to serve as crisis managers and CRO in these Chapter 11 Cases. The Debtors believe that this experience and familiarity will enable DuFrayne to provide immediate and material benefits to the estates upon approval of this Amended Application.

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

SCOPE OF PROPOSED ENGAGEMENT

13. In accordance with the terms of the Engagement Agreement and as more fully described in the DuFrayne Declaration, the Debtors have retained DuFrayne (subject to Court approval) to provide crisis management and CRO services summarized below and more specifically described in the Engagement Agreement:[3]

Interim Financials, Reporting and Bankruptcy Preparation, Filings and Assistance

(a) Assisting with the development of Company-in-Possession ("DIP") cash flow and related liquidity forecasting tools to evaluate the Company's cash flow and/or current cash position, under a variety of scenarios;

[3] The summary herein is for convenience and in the event of a conflict between the description of professional services in this Application and the Engagement Agreement, the Engagement Agreement governs.

(b) Assist with developing DIP cash flow reports to present the Company's actual versus any forecast results;

(c) Advise on any liquidity improvement opportunities, including vendor or customer management matters, if any;

(d) Assist with developing strategies and tactics for negotiating with vendors and other constituencies which might impact cash flow and affect the Company's liquidity needs, if any;

(e) Assisting in preparing interim financial forecasts used to support the Company's restructuring or liquidation process, including assisting in preparing financial information to support the Company's reorganization or liquidation plans.

(f) Supporting the Company's DIP financing efforts, if any, including assembling presentations and forecasts for prospective lenders, investors or buyers, to support operations and/or winddown activities during the DIP administrative period, if necessary;

(g) Supporting the company's "exit" financing efforts, if any, including assembling presentations and projections for prospective lenders or investors, to support the Company's post plan confirmation financing needs, if any;

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

(i) Attend meetings, presentations, negotiations and court hearings as may be requested by the Company;

(j) Develop a detailed approach to guiding the Company in the bankruptcy proceeding;

(k) Assist the Company in implementing such plans as requested by the Company;

(l) Assist with the preparation of the necessary financial and operating information for:

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

(m) Assist the Company to prepare for the most efficient and effective resolution of any potential court-based restructuring or liquidation plan, through a Chapter 11 plan.

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

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

(p) Assist the Company to identify appropriate professionals to support a Plan of Reorganization or Liquidation, as appropriate, including, for example, appraisers and valuation experts.

(q) Assist the Company with the preparation for and confirmation of a Chapter 11 plan, and/or sale of certain or substantially all of the Company's assets pursuant to section 363 of the Bankruptcy Code ("363 Sale") as set forth below.

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

(s) Monitor operations during the pendency of the proceedings.

(t) Render such other services as the Company or its counsel may deem necessary.

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

(v) Additionally, DuFrayne will work with other professionals retained by the Company to ensure that work is performed efficiently and without duplication of effort.

Sale of Assets Pursuant to 11 U.S.C. 363

(a) Prepare marketing materials for delivery to prospective investors, financers and/or buyers of the Company' equity and assets;

(b) Work with the Company on preparation of a list of prospective interested parties;

(c) Prepare, with the Company' assistance, a "Deck Sheet" detailing the Company' business, equity and assets to interested parties;

(d) Work with the Company and counsel on populating a data room for interested parties to conduct due diligence;

(e) Coordinate with the Company and counsel the preparation of various agreements between the Company, DuFrayne and interested parties for access to the data room and confidentiality of data;

(f) Assist the Company in coordinating physical and/or virtual site visits for interested buyers, investors, and lenders and work with the management team to develop appropriate presentations for such visits;

(g) Assist the Company with such other due diligence as interested parties may reasonably require;

(h) Assist the Company and counsel in securing offers from one or more interested parties and negotiating an agreement(s) with one or more interested parties who wish to invest in, finance, and/or purchase the equity or assets;

(i) Assist the Company and counsel in connection with bid procedures in connection with an auction sale of the Assets;

(j) Communicate and work with buyers who wish to submit bids for purchase of the Assets and work with the Company, counsel and buyers in selecting qualified bids for the auction of the Assets;

(k) Conduct an auction sale of the Assets pursuant to the approved bid procedures to conclusion;

(l) Assist the Company in confirming the high bid(s) at Auction and obtaining Bankruptcy Court confirmation of the sale;

(m) Assist the Company and counsel in implementing the contemplated transaction through Court approval and closing, including in connection with any necessary filings and approvals for the transactions;

(n) Otherwise providing the Company with such services as may be reasonably necessary to secure and conclude a sale transaction with one or more interested parties.

NO DUPLICATION OF SERVICES

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

INDEMNIFICATION AND LIMITATION OF LIABILITY

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

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

(a) Notwithstanding any provision to the contrary in the Engagement Agreement, the Debtors are permitted to indemnify those persons acting as executive officers only on the same terms as provided to the Debtors' other officers and directors under the Debtors' governing corporate documents and applicable state law, in addition to insurance coverage under the Debtors' director and officer insurance policies.

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

DISINTERESTEDNESS OF PROFESSIONALS

17. The Debtors do not believe that DuFrayne is a "professional" whose retention is subject to approval under section 327 of the Bankruptcy Code. However, DuFrayne has nonetheless provided information with respect to its connections with the Debtors, their creditors,

and other related parties, as more specifically described herein and in the DuFrayne Declaration. The Debtors understand that, except as set forth in the DuFrayne Declaration, to the best of DuFrayne's knowledge, information, and belief, DuFrayne has no connection with the Debtors, their creditors, other parties in interest or the attorneys or accountants of the foregoing, or the U.S. Trustee or any person employed in the Office of the United States Trustee for the District of New Jersey, and does not hold any interest adverse to the Debtors' estates.

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

COMPENSATION

19. Pursuant to the terms of the Engagement Agreement, and subject to the retention order in the Bankruptcy and Court approval, DuFrayne has agreed to accept as compensation for services rendered under the Engagement Agreement as follows:

(a) **Success Fee.** DuFrayne shall receive for its services a "Success Fee" of:

(i) Upon consummation (at closing or the equivalent) of a Transaction, as defined in Schedule 1 to the Engagement Agreement, including a Financing Transaction and/or a Sales Transaction, DuFrayne shall receive a Success Fee, via wire transfer of cash per DuFrayne's instructions, as a condition of closing a Transaction, equal to:

-if a Financing Transaction - 2.5% of up to and including the first $100 million of committed funds, and then ii) 1.75% of any committed funds from $100 million to $200 million, and then iii) 1% of any committed funds over $200 million and/or;

-if a Sale Transaction - 2.5% of the first $100 million of the Total Consideration, 1.75% of the next $100 million or any portion thereof, and 1% of the remaining Total Consideration.

b. **Monthly Fee**: DuFrayne shall receive $35,000 per month "Flat Fee" for its Services.

c. **Expenses**. Company shall reimburse DuFrayne for all reasonable out-of-pocket expenses incurred in connection with this Agreement.

d. **Non-Cash and Deferred Consideration**. For purpose of computing Transaction Fees due to DuFrayne at closing, non-cash or deferred consideration shall be valued as follows: (a) publicly traded securities shall be valued at the average of their closing prices as reported in the Wall Street Journal for the five (5) days prior to the closing of the Transaction; and (b) any other non-cash or deferred consideration, including installment payments, contingent payments, earn-outs, retention of non-controlling equity in the Company, and all other non-cash or deferred consideration, shall be valued at the fair market value thereof as determined in good faith by the Company and DuFrayne five (5) days prior to the closing of the Transaction.

20. The Debtors respectfully submit that DuFrayne's compensation structure is competitive and comparable to what its competitors charge for similar services given the quality of DuFrayne's services and its expertise.

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

22. The Debtors seek approval of the following procedures for payment of DuFrayne's compensation during the pendency of these Cases:

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

(b) By the twentieth (20th) day of each calendar month, DuFrayne shall serve a monthly fee statement for the prior month on the U.S. Trustee and counsel to any statutory committee appointed in these Chapter 11 Cases which monthly fee statement shall include the time summaries and records,

services, staff rendering such services, and expenses in connection with DuFrayne's engagement. Any party may object to a monthly fee statement by serving a written objection on DuFrayne, the Debtors, and the U.S. Trustee within fourteen (14) days after service of the statement, setting forth the nature and amount of the fees or expenses objected to. If no timely objection is served, the Debtors are authorized to pay the Flat Fee and reimburse the expenses set forth in the statement in the ordinary course without further order of the Court. If a timely objection is served and not consensually resolved, the disputed amount shall not be paid absent further order of the Court and shall be subject to the Court's review and determination, while any undisputed amount may be paid as provided above.

(c) All other compensation payable to DuFrayne, including any Success Fee shall be sought by a final fee application, pursuant to sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any applicable orders of the Court; no such amounts shall be paid absent entry of an order after notice and a hearing; *provided however*, that all such fees and expenses paid or payable to DuFrayne during these Cases shall remain subject to disgorgement unless and until approved by the Court on a final basis after the Court's consideration of DuFrayne's final fee application.

(d) Notwithstanding anything in this Application to the contrary, in accordance with the Jay Alix Protocol, the payment of any Success Fee to DuFrayne must be approved by the Court subject to the reasonableness standard under Section 330 of the Bankruptcy code. Nothing in this Amended Application or any order shall constitute findings of fact or conclusions of law binding on the U.S. Trustee with respect to the reasonableness of any Success Fee(s) payable to DuFrayne.

BASIS FOR RELIEF

23. The Debtors submit that the retention of DuFrayne as crisis managers and CRO is proper under section 363 of the Bankruptcy Code.

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

25. Courts interpreting section 363(b) of the Bankruptcy Code have held that transactions should be approved pursuant to such provision where, as here, they are supported by

management's sound business judgment. *See, e.g., Meyers v. Martin (In re Martin),* 91 F.2d 389, 395 (3d Cir. 1996) (*citing Fulton State Bank v. Schipper (In re Schipper),* 933 F.2d 513, 515 (7th Cir. 1991)); *Comm. Of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.),* 722 F.2d 1063 (2d Cir. 1983); *In re Del. & Hudson Ry. Co.*, 124 B.R. 169, 176 (D. Del. 1991) (noting that the Third Circuit had adopted the "sound business purpose" test for section 363(b)).

26. Section 363(b) has customarily been used to resolve objections to debtors' applications to retain executives and crisis managers and their firms where the CRO had served in a role prior to the bankruptcy filing which may render him ineligible for retention under section 327 in light of the definition of "disinterested person" set forth in section 101(14)(b). *See In re McDermott Int'l, Inc.*, 614 B.R. 244, 249–50 (Bankr. S.D. Tex. 2020) (citing *In re Safety-Kleen Corp.*, Case No. 00-2303, Docket Nos. 2825, 2920 (Bankr. D. Del. 2000)). Retention of a CRO under 363(b) is not subject to the disinterestedness restrictions of Sections 327 and 101(14) of the Bankruptcy Code but rather the business judgment justification applicable to the use of estate property. *In re Nine W. Holdings, Inc.*, 588 B.R. 678 (Bankr. S.D.N.Y. 2018) (stating section 363(b) is "not a backdoor but, rather, an equally appropriate door" for retaining a distressed-management firm and its personnel, including where firm staff served as the debtor's officers prepetition, on the business-judgment standard "without requiring applicants to meet a separate burden of proof under section 327(a); rejecting the U.S. Trustee's position that a debtor cannot use section 363(b) to employ a professional person as irreconcilable with the U.S. Trustee's own Jay Alix Protocol, and declining to reach section 327(a) disinterestedness once section 363(b) was held available); *In re Enron Corp.*, No. 01-16034 (AJG), 2006 WL 1030421 (Bankr. S.D.N.Y. Apr. 12, 2006) (confirming the debtors were authorized pursuant to section 363 to employ Stephen Forbes Cooper, LLC as an independent contractor providing management services, with its principal

serving as Acting CEO and Chief Restructuring Officer, and reviewing the CRO's compensation and success fee under a section 363 analysis applying a marketplace-reasonableness standard); *In re Ajubeo LLC*, No. BR 17-17924-JGR, 2017 WL 5466655 (D. Colo. Sept. 27, 2017) (approving retention of a CRO under sections 363(b) and 105 notwithstanding pre-prepetition status as an officer; the CRO agreed to file fee applications and have it reviewed under 328 with the reasonable standard of 330) (citing *In re TSA WD Holdings, Inc., et al.*, No. 16-10527-MFW (Bankr. D. Del., August 10, 2016) and *In re RadioShack Corporation, et al.*, No. 15-10197-KJC (Bankr. D. Del., February 6, 2015)); *In re Express Grain Terminals, LLC*, No. 21-11832-SDM, 2022 WL 245421 (Bankr. N.D. Miss. Jan. 25, 2022) (approving final employment of restructuring firm CR3 Partners and its CRO under sections 105(a) and 363(b) rather than section 327, on the debtor-in-possession's reasonable business judgment and a legitimate business justification; noting sections 105(a) and 363(b) are "commonly used when the disinterestedness requirement of § 327(a) may prohibit employment of professionals who were employed prepetition in an advisory capacity or as an officer of a debtor").

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

WorldSpace, Inc., Case No. 08-12412 (KJC) (Bankr. D. Del. Nov. 10. 2008); *In re Hines Horticulture, Inc.*, Case No. 08-11922 (KJC) (Bankr. D. Del. October 2, 2008).

28. DuFrayne's services are indispensable to shepherd the Debtors through these Chapter 11 Cases and their proposed sale process. *See generally*, *Nine W. Holdings*, 588 B.R. at 694 (noting that the CRO was intimately involved with post-petition financing and the post-petition sale of the debtors' assets including evaluating bids and participating in the auction); *In re Advanced Contracting Sols.*, LLC, 582 B.R. 285 (Bankr. S.D.N.Y. 2018) (describing in detail the CRO's sale-related efforts). The Debtors' have determined that the continued utilization of DuFrayne's expertise and services is the best way to maximize the value of the Debtors' assets given DuFrayne's intimate knowledge of the Debtors' operations, assets, marketing and sale efforts prior to the Petition Date. Moreover, the Debtors do not have capacity or expertise to successfully administer these cases without the assistance of DuFrayne and Michael DuFrayne. The Debtors believe that in light of DuFrayne's demonstrated value in the pre-petition period, DuFrayne is best situated to serve as crisis managers and CRO in these Chapter 11 Cases.

29. The Debtors have further determined, in the exercise of their business judgment, that the fee structure set forth in the Engagement Agreement appropriately reflects the nature of the services to be provided by DuFrayne, contains reasonable terms and conditions of employment, and should therefore be approved under section 363 of the Bankruptcy Code. Specifically, the Flat Fee structure set forth in the Engagement Agreement is eminently reasonable given DuFrayne's expertise and quality of services to be provided, and the amount of work that will be required to carry the Debtors through their Chapter 11 Cases. The Success Fees are also reasonable and proper under the circumstances. *See e.g., In re Santa Fe Holding Co., Inc.*, No. 09-07856, 2009 WL 4041898 (Bankr. M.D. Tenn. Nov. 16, 2009) (overruling the Trustee's objection and approving a

success fee payable to the CRO upon completion of an all-asset sale); *In re Residential Cap., LLC*, 504 B.R. 358 (Bankr. S.D.N.Y. 2014) (finding a $2 million success fee payable to the CRO was reasonable and approving the same); *In re Enron Corp.*, No. 01-16034 (AJG), 2006 WL 1030421 (Bankr. S.D.N.Y. Apr. 12, 2006) (approving a success fee for the Debtors' acting CEO and CRO with a reduction based on reasonableness); *see also*, *In re Open Range Commc'ns Inc.*, No. 11-13188 (KJC), 2012 WL 275292 (Bankr. D. Del. Jan. 19, 2012) (approving retention of a CRO under section 363(b) where the proposed compensation included a success fee); *In re Caribbean Petroleum Corp.*, No. 10-12553 (KG), 2011 WL 13506839 (Bankr. D. Del. Oct. 19, 2011) (same); *In re McDermott International, Inc.* No 20-30336, Docket No. 917 (Bankr. S.D. Tex. May 20, 2020) (approving retention of AlixPartners, LLP and designation of John Castellano as Chief Transformation Officer where the retention included a success fee of $5 million upon successful restructuring or asset sale); *In re Reliz Technology Group Holdings Inc*, No. 26-10371, Docket No. 276 (Bankr. D. Del. May 1, 2026) (approving the retention of BRG and the BRG Professionals to provide services in accordance with the terms and conditions set forth in the engagement letters, including the engagement of a CRO and CFO; stating that success fees, transaction fees, or other back-end fees shall be approved by the court at the conclusion of the cases on a reasonableness standard). Success fees or other back-end fees are specifically contemplated by the Jay Alix Protocol. *See* Jay Alix Protocol, at Section II(B) and (D). Here, the Debtors and DuFrayne acknowledge and agree to comply with the Jay Alix Protocol in that any success fee payable to DuFrayne will be approved by the Court subject to the reasonableness standard of section 330.

30. Courts in this and other districts routinely grant the relief requested under section 363(b). *See, e.g., Nat'l Realty Investment Advisors, LLC*, No. 22-14539 (JKS) (Bankr. D.N.J. Aug. 10, 2022) [Docket No. 288]; *BlockFi Inc.*, No. 22-19361 (MBK) (Bankr. D.N.J. Feb. 9, 2023)

[Docket No. 494] (MBK); *Modell's Sporting Goods, Inc.*, No. 20-14179 (VFP) (Bankr. D.N.J. June 24, 2020) [Docket No. 440]; *RTW Retailwinds, Inc.*, No. 20-18445 (JKS) (Bankr. D.N.J. July 15, 2020) [Docket No. 58]; *see also In re Ark. Co.*, 798 F.2d 645, 648 (3d Cir. 1986) ("[T]he bankruptcy courts have the power to authorize retroactive employment of counsel and other professionals under their broad equity power." (collecting cases)).

BANKRUPTCY RULE 6003 HAS BEEN SATISFIED

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

REQUEST FOR BANKRUPTCY RULE 6004 WAIVERS

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

WAIVER OF MEMORANDUM OF LAW

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

NO PRIOR REQUEST

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

NOTICE

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

CONCLUSION

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

Dated: July 31, 2026

/s/ Zhibiao Pan
Zhibiao Pan
Chief Executive Officer of the Debtors

EXHIBIT A
(Proposed Order)

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

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

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Proposed Attorneys for Debtors

In re:

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

Debtors.

Chapter 11

Case No. 26-18325 (EJO)

(Jointly Administered)

Judge: Eamonn J. O'Hagan

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

The relief set forth on the following pages, numbered two (2) through ten (10), is hereby

ORDERED

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

Debtors: Poolin Technology Pte. Ltd., *et al.*
Case No. 26-18325
Caption of Order: Order Authorizing the Employment and Retention of Dufrayne LLC as Chief Restructuring Officer Effective as of the Petition Date

Upon the amended application (the "Amended Application")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors"), for an order authorizing the retention and employment of DuFrayne LLC ("DuFrayne") as crisis managers and Michael DuFrayne as chief restructuring officer ("CRO"), in their Chapter 11 Cases, pursuant to the terms of the amended Engagement Agreement dated July 31, 2026, effective as of the Petition Date, as more fully set forth in the Amended Application; and the Court having jurisdiction to decide the Application and the relief requested therein in accordance with 28 U.S.C. §§ 157(a)-(b) and 1334(b) and the *Standing Order of Reference to the Bankruptcy Court Under Title 11*, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.); and consideration of the Amended Application and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and notice of the Application having been given as provided in the Amended Application, and such notice having been adequate and appropriate under the circumstances; and it appearing that no other or further notice of the Amended Application need be provided; and the Court having held a hearing to consider the relief requested in the Amended Application (the "Hearing"); and upon the DuFrayne Declaration filed contemporaneously with the Amended Application, and upon the record of the Hearing, and all of the proceedings had before the Court; and that the legal and factual bases set forth in the Amended Application establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor; **IT IS HEREBY ORDERED THAT**:

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

Debtors: Poolin Technology Pte. Ltd., *et al.*
Case No. 26-18325
Caption of Order: Order Authorizing the Employment and Retention of Dufrayne LLC as Crisis Managers and Michael DuFrayne as Chief Restructuring Officer Effective as of the Petition Date

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

2. Any objections to the entry of this Order, to the extent not withdrawn or settled, are overruled.

3. The Debtors are authorized pursuant to sections 105(a) and 363(b) of the Bankruptcy Code to retain DuFrayne LLC as crisis mangers and appoint Michael DuFrayne as CRO (collectively, "DuFrayne") of the Debtors, effective as of the Petition Date, pursuant to the terms of the Engagement Agreement, in the form attached to the Amended Application as **Exhibit C**.

4. The terms of the Engagement Agreement in the form attached to the Amended Application as **Exhibit C** are approved in all respects except as limited or modified herein.

5. No monthly or interim fee applications shall be required by DuFrayne to receive payment of the monthly $35,000 "Flat Fee" and reimbursement of expenses for DuFrayne's services, which may be paid as described in the Engagement Agreement and the Amended Application; instead, DuFrayne shall invoice the Debtors monthly, and the Debtors are authorized to pay the monthly Flat Fee and reimburse DuFrayne for expenses, in the ordinary course pursuant to the Engagement Agreement, subject to the following. By the twentieth (20th) day of each calendar month, DuFrayne shall serve a monthly fee statement for the prior month on the U.S. Trustee and counsel to any statutory committee appointed in these Chapter 11 Cases, which monthly fee statement shall include the time summaries and records, services, staff rendering such services, and expenses in connection with DuFrayne's engagement. Any party may object to a monthly fee statement by serving a written objection on DuFrayne, the Debtors, and the U.S.

Trustee within fourteen (14) days after service of the statement, setting forth the nature and amount of the fees or expenses objected to. If no timely objection is served, the Debtors are authorized to pay the Flat Fee and reimburse the expenses set forth in the statement to DuFrayne in the ordinary course without further order of the Court. If a timely objection is served and not consensually resolved, the disputed amount shall not be paid absent further order of the Court and shall be subject to the Court's review and determination, while any undisputed amount may be paid as provided above.

6. All other compensation payable to DuFrayne, including Success Fees, shall be sought by DuFrayne pursuant to a final fee application, pursuant to the reasonableness standard of section 330 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any applicable orders of the Court relating to compensation of professionals; no such amounts shall be paid absent entry of an order after notice and a hearing; *provided, however*, that all such fees and expenses paid or payable to DuFrayne during these Chapter 11 Cases shall remain subject to disgorgement unless and until approved by the Court on a final basis after the Court's consideration of DuFrayne's final fee application.

7. Notwithstanding anything in the Amended Application or this Order to the contrary, the payment of any Success Fees to DuFrayne must be approved by further order of the Court subject to the reasonableness standard under section 330 of the Bankruptcy Code. The U.S. Trustee and any statutory committee appointed in these Chapter 11 Cases shall retain the right to object to the allowance of any Success Fee on reasonableness grounds, and the Court retains jurisdiction to consider any such objection. Nothing in the Application or this Order shall constitute

findings of fact or conclusions of law binding on the U.S. Trustee with respect to the reasonableness of Success Fee(s) payable to DuFrayne.

8. Notwithstanding the Amended Application, the DuFrayne Declaration, or any term in the Engagement Agreement to the contrary, DuFrayne shall provide at least thirty (30) days' notice of any increases in its billing rates, subject to any party-in-interest's right to object to any such increases.

9. DuFrayne may hold its retainer during these Chapter 11 Cases as security for the payment of fees and expenses incurred under the Engagement Agreement. At the conclusion of DuFrayne's engagement by the Debtors, if the amount of the retianer held by DuFrayne is in excess of the amount of DuFrayne's outstanding and estimated fees, expenses, and costs, DuFrayne shall return to the Debtors the amount by which the retainer exceeds such fees, expenses, and costs, in each case in accordance with the Engagement Agreement.

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

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

b. Notwithstanding anything to the contrary in the Application, DuFrayne Declaration, or any term in the Engagement Agreement, the Debtors shall have no obligation to indemnify DuFrayne, or provide contribution or reimbursement to DuFrayne, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from DuFrayne's breach of contract, gross negligence, bad faith, self-dealing, fraud, breach of fiduciary duty,

or willful misconduct; (ii) for a contractual dispute in which the Debtors alleges the breach of DuFrayne's obligations under the Engagement Agreement, unless the Court determines that indemnification, contribution or reimbursement would be permissible pursuant to *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003); or (iii) settled prior to a judicial determination under (i) or (ii), but determined by this Court, after notice and a hearing, to be a claim or expense for which DuFrayne should not receive indemnity, contribution or reimbursement under the terms of the Engagement Agreement as modified by this Order.

c. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these Chapter 11 Cases (that order having become a final order no longer subject to appeal) and (ii) the entry of an order closing these Chapter 11 Cases, DuFrayne believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution, or reimbursement obligations under the Engagement Agreement (as modified by this Order), including, without limitation, the advancement of defense costs, DuFrayne must file an application therefor in this Court, and the Debtors may not pay any such amounts to DuFrayne before the entry of an order of this Court approving the payment. This subparagraph (c) is intended only to specify the period of time under which this Court shall have jurisdiction over any request for fees and expenses by DuFrayne for indemnification, contribution, or reimbursement, and is not a provision limiting the duration of the Debtors' obligation to indemnify DuFrayne. All parties-in-interest shall retain the right to object to any demand by DuFrayne for indemnification, contribution, or reimbursement.

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

12. In the event that, during the pendency of these Chapter 11 Cases, DuFrayne seeks reimbursement from the Debtors for attorneys' fees and expenses in connection with the payment of an indemnity claim pursuant to the Engagement Agreement, as modified by this Order, the

invoices and supporting time records for the attorneys' fees and expenses, appropriately redacted to preserve applicable privileges, shall be billed in one-tenth hour increments, shall be included in DuFrayne's own applications, and shall be in compliance with the Local Rules, the Guidelines for Reviewing Applications for Compensation and Reimbursements Filed under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases, effective as of November 1, 2013, and subject to approval of this Court pursuant to sections 330 and 331 of the Bankruptcy Code without regard to whether such attorneys have been retained under section 327 of the Bankruptcy Code, and without regard to whether such attorneys' services satisfy section 330(a)(3)(C) of the Bankruptcy Code.

13. DuFrayne shall not be entitled to reimbursement by the Debtors for any fees, disbursements, or other charges of DuFrayne's counsel other than those incurred in connection with a request of DuFrayne for payment of indemnity subject to objection under the reasonableness standard of section 330 of the Bankruptcy Code.

14. Notwithstanding anything in the Amended Application, the DuFrayne Declaration, or any term in the Engagement Agreement to the contrary, DuFrayne shall seek reimbursement from the Debtors' estates for its engagement-related expenses at DuFrayne's actual costs paid.

15. Notwithstanding anything in the Amended Application, the DuFrayne Declaration, or any term in the Engagement Agreement to the contrary, DuFrayne shall not seek reimbursement of any fees or costs arising from the defense of its fee applications in the above-captioned cases.

16. Notwithstanding anything in the Amended Application, the DuFrayne Declaration, or any term in the Engagement Agreement to the contrary, any limitation of liability shall be of no force and effect.

17. Notwithstanding anything in the Amended Application, the DuFrayne Declaration, or any term in the Engagement Agreement to the contrary, DuFrayne shall, to the extent that DuFrayne uses the services of independent contractors or subcontractors (collectively, the "Contractors") in these cases, (i) pass through the cost of such Contractors to the Debtors at the same rate that DuFrayne pays the Contractors; (ii) seek reimbursement for actual costs of the Contractors only; (iii) ensure that the Contractors perform the conflicts checks required by Bankruptcy Rule 2014; (iv) file with the Court such disclosures as required by Bankruptcy Rule 2014; and (v) attach any such Contractors invoices to its fee statements.

18. Notwithstanding anything in the Amended Application, the DuFrayne Declaration, or any term in the Engagement Agreement to the contrary, DuFrayne shall not act in any capacity other than crisis managers and, as to Michael DuFrayne, CRO in connection with these Chapter 11 Cases.

19. In the event the Debtors seek to have DuFrayne or any additional personnel assume executive officer positions that are different than the position(s) disclosed in the Amended Application, or to materially change the terms of the engagement by either (i) modifying the functions of personnel, (ii) adding new executive officers, or (iii) altering or expanding the scope of the engagement, a motion to modify the engagement shall be filed.

20. DuFrayne shall disclose any and all facts that may have a bearing on whether DuFrayne, its affiliates, and/or any individuals working on the engagement have any interest adverse to the interest of the Debtors' estates or of any class of creditors or equity security holders. The obligation to disclose identified in this paragraph is a continuing obligation.

21. Notwithstanding anything in the Amended Application, the DuFrayne Declaration, or any term in the Engagement Agreement to the contrary, no principal, employee, or independent contractor of DuFrayne and its affiliates shall serve as a director of the Debtors during the pendency of these Chapter 11 Cases.

22. For a period of three (3) years after the completion of the engagement, neither DuFrayne nor any of its affiliates shall make any investment in the Debtors or the reorganized Debtors.

23. In order to avoid any duplication of effort and provide services to the Debtors in the most efficient and cost-effective manner, DuFrayne shall coordinate with any additional firms the Debtors retain regarding their respective responsibilities in these Chapter 11 Cases. As such, DuFrayne shall use its best efforts to avoid duplication of services provided by any of the Debtors' professionals retained in these Chapter 11 Cases.

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

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

26. The relief granted herein shall be binding upon any chapter 11 trustee appointed in these Chapter 11 Cases, or upon any chapter 7 trustee appointed in the event of a subsequent conversion of these Chapter 11 Cases to cases under chapter 7.

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

28. Any party may move for modification of this Order upon notice to the U.S. Trustee, counsel to the Debtors, and counsel to any statutory committee appointed in these Chapter 11 Cases.

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

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

31. Notwithstanding anything in the Amended Application, the DuFrayne Declaration, or any term in the Engagement Agreement to the contrary, this Court shall have jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and enforcement of this Order and DuFrayne's engagement during the pendency of these Chapter 11 Cases.

EXHIBIT B
(DuFrayne Declaration)

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

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

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Proposed Attorneys for Debtors

In re: POOLIN TECHNOLOGY PTE. LTD., *et al.*,[1] Debtors.	Chapter 11 Case No. 26-18325 (EJO) (Jointly Administered) Judge: Eamonn J. O'Hagan

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

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

[2] 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 founder, Chief Executive Officer, and sole member of DuFrayne LLC ("DuFrayne") and submit this declaration in support of the *Amended Application for Entry of an Order Authorizing the Employment and Retention of DuFrayne LLC as Crisis Managers and Chief Restructuring Officer Effective as of the Petition Date* (the "Application").[1]

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

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

4. I have over 35 years' experience in financial and operational management and business advisory leading companies through strategic reorganizations, operational and financial restructurings, and liquidation and sales of assets. My assignments have included out-of-court restructuring and liquidation, Chapter 11 and Chapter 15 proceedings with public and privately held companies of all sizes, 363 sales, post confirmation litigation and liquidation trustees' appointments, and as an advisor to trustees and receivers, and have served in a variety of senior-level positions, including CEO, President, CRO, COO, CFO, and CLO, and trustee to post-confirmation debtors.

5. Through its prepetition representation of the Debtors, DuFrayne has gained substantial knowledge regarding the Debtors' business and the various legal issues likely to arise

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

in these cases. Accordingly, DuFrayne is well-suited to provide crisis management and CRO services to the Debtors that are contemplated by the Engagement Agreement and described herein.

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

a. DuFrayne was the Debtors' advisory management firm and CRO prior to the Petition Date.

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

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

Interim Financials, Reporting and Bankruptcy Preparation, Filings and Assistance

(a) Assisting with the development of Company-in-Possession ("DIP") cash flow and related liquidity forecasting tools to evaluate the Company's cash flow and/or current cash position, under a variety of scenarios;

(b) Assist with developing DIP cash flow reports to present the Company's actual versus any forecast results;

(c) Advise on any liquidity improvement opportunities, including vendor or customer management matters, if any;

(d) Assist with developing strategies and tactics for negotiating with vendors and other constituencies which might impact cash flow and affect the Company's liquidity needs, if any;

(e) Assisting in preparing interim financial forecasts used to support the Company's restructuring or liquidation process, including assisting in preparing financial information to support the Company's reorganization or liquidation plans.

(f) Supporting the Company's DIP financing efforts, if any, including assembling presentations and forecasts for prospective lenders, investors or buyers, to support operations and/or winddown activities during the DIP administrative period, if necessary;

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

(g) Supporting the company's "exit" financing efforts, if any, including assembling presentations and projections for prospective lenders or investors, to support the Company's post plan confirmation financing needs, if any;

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

(i) Attend meetings, presentations, negotiations and court hearings as may be requested by the Company;

(j) Develop a detailed approach to guiding the Company in the bankruptcy proceeding;

(k) Assist the Company in implementing such plans as requested by the Company;

(l) Assist with the preparation of the necessary financial and operating information for:

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

(m) Assist the Company to prepare for the most efficient and effective resolution of any potential court-based restructuring or liquidation plan, through a Chapter 11 plan.

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

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

(p) Assist the Company to identify appropriate professionals to support a Plan of Reorganization or Liquidation, as appropriate, including, for example, appraisers and valuation experts.

(q) Assist the Company with the preparation for and confirmation of a Chapter 11 plan, and/or sale of certain or substantially all of the Company's assets pursuant to section 363 of the Bankruptcy Code ("363 Sale") as set forth below.

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

(s) Monitor operations during the pendency of the proceedings.

(t) Render such other services as the Company or its counsel may deem necessary.

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

(v) Additionally, DuFrayne will work with other professionals retained by the Company to ensure that work is performed efficiently and without duplication of effort.

Sale of Assets Pursuant to 11 U.S.C. 363

(a) Prepare marketing materials for delivery to prospective investors, financers and/or buyers of the Company' equity and assets;

(b) Work with the Company on preparation of a list of prospective interested parties;

(c) Prepare, with the Company' assistance, a "Deck Sheet" detailing the Company' business, equity and assets to interested parties;

(d) Work with the Company and counsel on populating a data room for interested parties to conduct due diligence;

(e) Coordinate with the Company and counsel the preparation of various agreements between the Company, DuFrayne and interested parties for access to the data room and confidentiality of data;

(f) Assist the Company in coordinating physical and/or virtual site visits for interested buyers, investors, and lenders and work with the management team to develop appropriate presentations for such visits;

(g) Assist the Company with such other due diligence as interested parties may reasonably require;

(h) Assist the Company and counsel in securing offers from one or more interested parties and negotiating an agreement(s) with one or more interested parties who wish to invest in, finance, and/or purchase the equity or assets;

(i) Assist the Company and counsel in connection with bid procedures in connection with an auction sale of the Assets;

(j) Communicate and work with buyers who wish to submit bids for purchase of the Assets and work with the Company, counsel and buyers in selecting qualified bids for the auction of the Assets;

(k) Conduct an auction sale of the Assets pursuant to the approved bid procedures to conclusion;

(l) Assist the Company in confirming the high bid(s) at Auction and obtaining Bankruptcy Court confirmation of the sale;

(m) Assist the Company and counsel in implementing the contemplated transaction through Court approval and closing, including in connection with any necessary filings and approvals for the transactions;

(n) Otherwise providing the Company with such services as may be reasonably necessary to secure and conclude a sale transaction with one or more interested parties.

8. Pursuant to the terms of the Engagement Agreement, and subject to the retention order in the Bankruptcy and court approval, DuFrayne has agreed to accept as compensation for services rendered as follows:

a. **Success Fee.** DuFrane shall receive for its services a "Success Fee(s)" of:

Upon consummation (at closing or the equivalent) of a Transaction, as defined in Schedule 1 to the Engagement Agreement, including a Financing Transaction and/or a Sales Transaction, DuFrayne shall receive a Success Fee, via wire transfer of cash per DuFrayne's instructions, as a condition of closing a Transaction, equal to:

-if a Financing Transaction - 2.5% of up to and including the first $100 million of committed funds, and then ii) 1.75% of any committed funds from $100 million to $200 million, and then iii) 1% of any committed funds over $200 million and/or;

-if a Sale Transaction - 2.5% of the first $100 million of the Total Consideration, 1.75% of the next $100 million or any portion thereof, and 1% of the remaining Total Consideration.

b. **Monthly Fee**: DuFrayne shall receive a flat monthly fee ("Flat Fee") of $35,000 per month for its Services.

c. **Expenses**. Company shall reimburse DuFrayne for all reasonable out-of-pocket expenses incurred in connection with this Agreement.

d. **Non-Cash and Deferred Consideration**. For purpose of computing Transaction Fees due to DuFrayne at closing, non-cash or deferred consideration shall be valued as follows: (a) publicly traded securities shall be valued at the average of their closing prices as reported in the Wall Street Journal for the five (5) days prior to the closing of the Transaction; and (b) any other non-cash or deferred consideration, including installment payments, contingent payments, earn-outs, retention of non-controlling equity in the Company, and all other non-cash or deferred consideration, shall be valued at the fair market value thereof as determined

in good faith by the Company and DuFrayne five (5) days prior to the closing of the Transaction.

9. To the best of my knowledge, (i) no commitments have been made or received by DuFrayne respect to compensation or payment in connection with this case other than in accordance with applicable provisions of the Bankruptcy Code and the Bankruptcy Rules, and (ii) DuFrayne has no agreement with any other entity to share with such entity any compensation received by DuFrayne in connection with these Chapter 11 Cases.

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

Dated: July 31, 2026

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

EXHIBIT 1
(Conflicts Search)

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

SHAREHOLDER
Kevin Pan

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

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

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

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

STALKING HORSE PURCHASER
Thor CALAP LLC

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

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

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

BANKRUPTCY JUDGES

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

OFFICE OF THE UNITED STATES TRUSTEE

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

EXHIBIT C

Engagement Agreement

DuFrayne LLC- Crisis Management and CRO Services
357 S. Balderston Drive, Exton Pa. 19341
mdufrayne@DuFrayneLLC.com
M: (215) 620-8989

July 31, 2026

Via Email
Mr. Kevin Pan, CEO, Director
Lonestar Dream, Inc.
Lonestar Taproot, LLC
Poolin Technology PTE Ltd.
kevin.pan@lonestardream.us

Dear Mr. Pan:

The purpose of this letter is to confirm the understanding and amended agreement ("Agreement") between Poolin Technology PTE Ltd., Lonestar Dream Inc., and Lonestar Taproot LLC (collectively, the "Company") and DuFrayne LLC ("DuFrayne LLC") concerning the Company's continued engagement of DuFrayne LLC to serve as the Crisis Manager and Michael DuFrayne as the Chief Restructuring and Liquidation Officer ("CRO")(collectively, "DuFrayne") in connection with the Scope of Services set forth herein (the "Services"). This Agreement amends and modifies the agreement between the parties dated November 14, 2025.

Primary Purpose

This Agreements primary purpose is to set forth the (i) terms and conditions of DuFrayne LLC continuing to provide Services as provided herein for the Company in the Bankruptcy (defined below) and (ii) terms of compensation to DuFrayne for such Services. In general, DuFrayne agrees to provide managerial and CRO Services in and for the Company's structured liquidation, sale of its assets, financial affairs and administration of its Chapter 11 filing in the United States Bankruptcy Court for the district of New Jersey, Trenton, under case number 26-18325 (EJO) ("Bankruptcy" and "Chapter 11 Case").

Background of Chief Restructuring Officer

Upon execution of this Agreement, DuFrayne LLC will continue to provide Michael DuFrayne to serve as the CRO. DuFrayne LLC will continue to provide all required adjunct managerial services to assist Mr. DuFrayne in that capacity for the Company. By way of background, Mr. DuFrayne is a seasoned restructuring professional with over 35 years' experience in the restructuring and reorganization arena. His experiences include financial and operational management and business advisory serving Company, creditors' committees, banks, funds, trustees and other parties of interest. His assignments have included out-of-court restructuring and liquidation, Chapter 11 and Chapter 15 proceedings with public and privately held companies of all sizes, post confirmation litigation and

liquidation trustees' appointments, and as an advisor to trustees and receivers. His past interim management appointments include CEO, President, COO, CRO, CFO and CLO, and trustee to post-confirmation Company. giving him front-line experience leading companies through strategic reorganizations, operational and financial restructurings, liquidations and sales of assets.

Scope of CRO Work

As CRO, Michael DuFrayne will be subject to the oversight, guidance, control and direction of the Company's Board of Directors, the CEO and COO. All decisional authority over Company matters shall rest with the Board, CEO and COO, as the case may be, and DuFrayne shall seek approval of the officers, and directors where appropriate, of the Company for all such decisional matters. DuFrayne shall provide such personnel and staffing for the Company as the CRO may from time to time determine necessary or appropriate, subject to the approval of the Company's CEO or COO.

The CRO agrees to use his best efforts to assist the Company and its other professionals in the Bankruptcy but CRO and DuFrayne LLC make no representation or warranty as to any specific outcome or result. The Services to be performed at the Company's direction by the CRO are expected to include, without limitation, some or all of the following ("Scope of Services"):

Interim Financials. Reporting and Bankruptcy Preparation. Filings and Assistance

(a) Assisting with the development of Company-in-Possession ("DIP") cash flow and related liquidity forecasting tools to evaluate the Company's cash flow and/or current cash position, under a variety of scenarios;
(b) Assist with developing DIP cash flow reports to present the Company's actual versus any forecast results;
(c) Advise on any liquidity improvement opportunities, including vendor or customer management matters, if any;
(d) Assist with developing strategies and tactics for negotiating with vendors and other constituencies which might impact cash flow and affect the Company's liquidity needs, if any;
(e) Assisting in preparing interim financial forecasts used to support the Company's restructuring or liquidation process, including assisting in preparing financial information to support the Company's reorganization or liquidation plans.
(f) Supporting the Company's DIP financing efforts, if any, including assembling presentations and forecasts for prospective lenders, investors or buyers, to support operations and/or winddown activities during the DIP administrative period, if necessary;
(g) Supporting the company's "exit" financing efforts, if any, including assembling presentations and projections for prospective lenders or investors, to support the Company's post plan confirmation financing needs, if any;
(h) Assess business plan profitability feasibility, including recommendations to improve operations and cash flows, if needed;
(i) Attend meetings, presentations, negotiations and court hearings as may be

requested by the Company;

(j) Develop a detailed approach to guiding the Company in the bankruptcy proceeding;
(k) Assist the Company in implementing such plans as requested by the Company;
(l) Assist with the preparation of the necessary financial and operating information for:

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

(m) Assist the Company to prepare for the most efficient and effective resolution of any potential court-based restructuring or liquidation plan, through a Chapter 11 plan;
(n) Attend meetings and assist in discussions with potential lenders, investors, buyers, creditors, creditors' committee, other parties-in-interest and/or professionals appointed in the case or hired by the same, as requested by the Company;
(o) Assist the Company in negotiation with creditors, suppliers, lessors and other interested parties as appropriate;
(p) Assist the Company to identify appropriate professionals to support a Plan of Reorganization or Liquidation, as appropriate, including, for example, appraisers and valuation experts;
(q) Assist the Company with the preparation for and confirmation of a Chapter 11 plan, and/or sale of certain or substantially all of the Company's assets pursuant to section 363 of the Bankruptcy Code ("363 Sale") as set forth below;
(r) Assist the Company with the development and delivery of communication plans, externally and internally, including employees, suppliers, customers, and other constituencies, as requested;
(s) Monitor operations during the pendency of the proceedings;
(t) Render such other services as the Company or its counsel may deem necessary.
(u) Perform such other tasks as appropriate and as may be reasonably requested by the Company or their counsel;
(v) Additionally, the CRO and/or DuFrayne will work with other professionals retained by the Company to ensure that work is performed efficiently and without duplication of effort.

Sale of Assets Pursuant to 11 U.S.C. 363

(a) Prepare marketing materials for delivery to prospective investors, financers and/or buyers of the Company' equity and assets;
(b) Work with the Company on preparation of a list of prospective interested parties;

(c) Prepare, with the Company' assistance, a "Deck Sheet" detailing the Company' business, equity and assets to interested parties;
(d) Work with the Company and counsel on populating a data room for interested parties to conduct due diligence;
(e) Coordinate with the Company and counsel the preparation of various agreements between the Company, DuFrayne and interested parties for access to the data room and confidentiality of data;
(f) Assist the Company in coordinating physical and/or virtual site visits for interested buyers, investors, and lenders and work with the management team to develop appropriate presentations for such visits;
(g) Assist the Company with such other due diligence as interested parties may reasonably require;
(h) Assist the Company and counsel in securing offers from one or more interested parties and negotiating an agreement(s) with one or more interested parties who wish to invest in, finance, and/or purchase the equity or assets;
(i) Assist the Company and counsel in connection with bid procedures in connection with an auction sale of the Assets;
(j) Communicate and work with buyers who wish to submit bids for purchase of the Assets and work with the Company, counsel and buyers in selecting qualified bids for the auction of the Assets;
(k) Conduct an auction sale of the Assets pursuant to the approved bid procedures to conclusion;
(l) Assist the Company in confirming the high bid(s) at Auction and obtaining Bankruptcy Court confirmation of the sale;
(m) Assist the Company and counsel in implementing the contemplated transaction through Court approval and closing, including in connection with any necessary filings and approvals for the transactions;
(n) Otherwise providing the Company with such services as may be reasonably necessary to secure and conclude a sale transaction with one or more interested parties.

The CRO will interface with and report in a timely manner to the CEO and COO, Directors and Company professionals, as necessary with respect to any progress on the Services, including decision to be considered by the Company and will furnish to the extent possible all financial, sale or other information requested.

Contracts and Agreements

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

Retainer

DuFrayne has a received from the Company a retainer payment of $15,000 prior to the Bankruptcy and is holding same as security for Services hereunder.

Compensation

DuFrayne shall receive the following consideration from the Company for its Services under this Agreement, subject to Bankruptcy Court approval as may be required:

(a) **Success Fee.** A success fee ("Success Fee") as follows:

(i) Upon consummation (at closing or the equivalent) of a Transaction, as defined in Schedule 1 hereto, including a Financing Transaction and/or a Sales Transaction, DuFrayne shall receive a Success Fee, via wire transfer of cash per DuFrayne's instructions, as a condition of closing a Transaction, equal to:

-if a Financing Transaction - 2.5% of up to and including the first $100 million of committed funds, and then ii) 1.75% of any committed funds from $100 million to $200 million, and then iii) 1% of any committed funds over $200 million and/or;

-if a Sale Transaction - 2.5% of the first $100 million of the Total Consideration, 1.75% of the next $100 million or any portion thereof, and 1% of the remaining Total Consideration.

b. **Monthly Fee**: DuFrayne shall receive a flat fee ("Flat Fee") of $35,000 per month for its Services.

c. **Expenses**. Company shall reimburse DuFrayne for all reasonable out-of-pocket expenses incurred in connection with this Agreement.

d. **Non-Cash and Deferred Consideration**. For purpose of computing Transaction Fees due to DuFrayne at closing, non-cash or deferred consideration shall be valued as follows: (a) publicly traded securities shall be valued at the average of their closing prices as reported in the Wall Street Journal for the five (5) days prior to the closing of the Transaction; and (b) any other non-cash or deferred consideration, including installment payments, contingent payments, earn-outs, retention of non-controlling equity in the Company, and all other non-cash or deferred consideration, shall be valued at the fair market value thereof as determined in good faith by the Company and DuFrayne five (5) days prior to the closing of the Transaction.

Term of Agreement/Termination.

The term of this Agreement shall be until it is terminated. This Agreement shall terminate upon the parties full and final performance of their obligations hereunder. This Agreement may be terminated by either party without cause by giving appropriate written notice advance notice of no less than 30 days. The effective date of the termination will be mutually agreed upon by the parties, so that the Company has adequate time to engage a successor CRO, if necessary. In the event of any such termination, any fees and expenses due to DuFrayne through the effective date of such termination shall be applied to the remaining balance of the Retainer payment to the extent a balance exists and then any additional fees and expenses shall be remitted promptly by the Company (including fees and expenses that accrued prior to but were invoiced subsequent to such termination, including any Success Fees). The Company may immediately terminate DuFrayne' s services hereunder at any time for Cause by giving written notice.

For purposes of this Agreement, "Cause" shall mean if (i) the CRO is convicted of, admits guilt in a written document filed with a court of competent jurisdiction to, or enters a plea of

nolo contendere to, an allegation of fraud, embezzlement, misappropriation or any felony; or (ii) a material breach of any term or provision of this Agreement which is not cured within 30 days of the Company's written notice thereof to DuFrayne describing in reasonable detail the nature of the alleged breach.

Confidentiality/ Non-Solicitation.

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

Indemnification.

Subject to any limitations imposed by the Bankruptcy Court, the Company agrees to indemnify, defend and hold harmless DuFrayne and the CRO and its members, directors, officers, agents, representatives and employees (the foregoing being referred to herein individually as an "**Indemnified Party**" and collectively as the "**Indemnified Parties**") from and against any and all losses, claims, damages, liabilities or costs, as and when incurred, to which such Indemnified Party may become subject to or which are asserted against any Indemnified Party, directly or indirectly, in any way related to DuFrayne and/or the CRO acting for the Company under the Agreement including, without limitation, in connection with: (a) any act or omission by DuFrayne and/or the CRO related to its engagement as an advisor under the Engagement Agreement; or (b) DuFrayne's or the CRO's acceptance, or its performance or non-performance, of its obligations under the Agreement. The Company shall not be liable under the foregoing indemnity agreement in respect of any liability to the extent that such liability is related to DuFrayne's or the CRO's fraud, gross negligence, willful misconduct, bad faith, breach of this Agreement or violation of law in the performance of its duties under the Agreement. The Company agrees that reliance by DuFrayne and/or the CRO on any information supplied by the Company to them in connection with the Agreement or any directions furnished by the Company shall not constitute negligence, bad faith or willful misconduct by DuFrayne or the CRO. DuFrayne and the CRO agree to provide Company with prompt written notice of claims made. Company shall have the right to retain counsel to defend any claims made of its choice at its expense.

Access to Company Personnel and Information

(a) The Company agrees to make available to DuFrayne all of the Company's financial and operational information and data as requested by DuFrayne (all such information so furnished being the "Information") and agrees to permit discussions with Company personnel that DuFrayne reasonably requests in connection with the services performed by DuFrayne under this Agreement. The Company will provide DuFrayne with full access to al1 Company personnel, books, and records, including those of the Company's attorneys (subject to such safeguards as may be necessary to preserve applicable attorney client privileged

communications) and other agents and third-party representatives. The Company represents and warrants to DuFrayne that, except as disclosed to DuFrayne in writing, all Information provided or made available to DuFrayne by the Company, its directors, officers, employees, representatives, attorneys and agents at any time shall, to the best of the Company's knowledge: a) be complete and correct in all material respects; and b) not contain any untrue statement of material fact or om it to state a material fact necessary in order to make the statements not misleading in light of the circumstances under which such statements are made. The Company agrees that it shall notify DuFrayne if it learns subsequently that any Information provided or made available to DuFrayne in accordance with this Agreement is incorrect, inaccurate, or otherwise should not be relied upon.

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

Independent Contractor Status. DuFrayne LLC and the CRO are independent contractors under this Agreement, and accordingly, this Agreement shall not be an employment agreement.

No Fiduciary Relationship Nothing in this Agreement is intended to create, or shall be deemed or construed to create a fiduciary relationship between: (a) the Company, including without limitation, the Company's directors, officers, members, managers partners, control persons, shareholders, employees, representatives, agents, or creditors (collectively, the "Company parties" and each a "Company Party"), on the one hand; and (b) DuFrayne LLC and the respective directors, officers, members, managers, partners, control persons, shareholders, employees, representatives, independent contractors, attorneys, agents, successors or assigns of DuFrayne LLC on the other hand.

Miscellaneous

(a) **Notice**. All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered by email or overnight mail, sent as follows (or to such other address for a Party as shall be specified by like notice):

(b) **If to Company**, at: Lonestar Dream Inc., attn: Kevin Pan, President, 3415 Greystone Dr., Ste 205, Austin TX 78731; email: kevin.pan@lonestardream.us

(c) **If to DuFrayne LLC or the CRO**, DuFrayne LLC, attn: Michael DuFrayne, Managing Member, at 357 S. Balderston Drive, Exton, Pa. 19341; email: mdufrayne@DuFrayneLLC.com

(d) **No Warranties**. DuFrayne makes no warranties or guarantees to Company. CRO will use his best efforts to obtain a satisfactory result for Company under the terms of this Agreement. However, DuFrayne does not warrant or guarantee any particular outcome or result and all such warranties and/or guarantees of any nature are hereby disclaimed by DuFrayne.

(e) **Retention of Records**. DuFrayne shall be entitled to retain data and information under this Agreement, including that furnished by the Company, for purposes of compliance with tax, accounting, data privacy and other applicable laws.

(f) **Assignment**. This Agreement may not be assigned by either party hereto except that DuFrayne may assign the Agreement to an entity that is wholly owned and controlled by DuFrayne, provided that such entity agrees to the terms hereof.

(g) **Default/Remedies**. If either Party defaults hereunder, the non-defaulting Party may pursue all rights and remedies available upon ten days prior written notice and shall be entitled to recover its reasonable costs, expenses and attorney's fees from the defaulting Party in enforcing such rights and remedies. THE PARTIES HEREBY JOINTLY AND KNOWINGLY WAIVE ANY RIGHT TO A JURY TRIAL WITH RESPECT TO ANY DISPUTE ARISING HEREUNDER WITHOUT LIMITATION. The Parties consent to the jurisdiction of the courts of the State of New Jersey as to any disputes arising hereunder.

(h) **Integration**. This Agreement sets forth the entire agreement and understanding of the Parties relating to the subject matter hereof and supersedes and cancels any prior communications, understandings and agreements between the Parties hereto.

(i) **No Modification**. This Agreement cannot be modified or changed, and none of its provisions may be waived, except by written agreement signed by both Parties. The benefits of this Agreement shall inure to the respective successors and assigns of the Parties hereto and of the Indemnified Parties and their respective successors, assigns and representatives, and the obligations and liabilities assumed in this Agreement by the Parties hereto shall be binding upon their respective successors and assigns.

(j) **Digital Signatures**. This Agreement may be signed and transmitted digitally which shall have the same effect as the original signatures and Agreement.

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

(m) **Definitions and Additional Material Terms to the Agreement.** The definitions and

additional material terms to the Agreement as set forth on Schedule 1 attached are incorporated herein as if fully set forth.

This Agreement is executed as of the date first set forth above.

DuFrayne LLC

Signed by:
By: michael dufrayne
24G97AA8DE384D3...
Name/Title: Michael DuFrayne, Member

Agreed To and Accepted By:

Lonestar Dream Inc

Signed by:
By: Kevin Pan
07CDD7F8F542432...
Name/Title: Kevin Pan, CEO

Lonestar Taproot LLC
By its Member Lonestar Dream Inc.

Signed by:
By: Kevin Pan
07CDD7F8F542432...
Name/Title: Kevin Pan, CEO

SCHEDULE 1 TO AMENDED CRO AGREEMENT

General Definitions and Additional Material Terms to the Agreement.

(a) **Agreement or Engagement Agreement** (and all references thereto) shall mean this Agreement.

(b) **Assets** include all property, rights and interests of the Company and which have been designated by the Company as being potentially available for an agreed Transaction.

(c) **Company** refers to Poolin Technology PTE Ltd., Lonestar Dream Inc and Lonestar Taproot LLC, collectively, unless indicated otherwise.

(d) **Company Representatives** include all authorized officers, members, directors, employees, agents and representatives of the Company. DuFrayne LLC or its designee, will not be an authorized Company Representative for purposes of this Agreement unless authorized by the Company and subject to any Court approval as may be necessary.

(e) **Data** includes all documents and other information (in whatever form), relating to the Company and its Assets included in the Data Room.

(f) **Data Room** is the virtual room hosted by Archer & Greiner, P.C. where Interested Parties may access Data to determine whether to make an offer to the Company on a Transaction.

(g) **Deck Sheet** is a document containing summary information about the Assets and Company to assist Interested Parties in their due diligence.

(h) **CRO** is Michael DuFrayne.

(i) **Excluded Asset** is any Asset which the Company designates in writing to DuFrayne as being excluded from a Transaction. If an Excluded Asset is subsequently included in the Transaction, the value of the Asset will then be included in calculating the Transaction Fee.

(j) **Financing or Financing Transaction** means and includes any Transaction where funds are made available to the Company as Senior Debt and/or Subordinated Debt and/or as another type of loan funding.

(k) **Interested Party or Parties** includes anyone who has expressed an interest in any form or manner in a Transaction.

(l) **Party or Parties** includes the parties to this Agreement, Company and DuFrayne.

(m) **Sale or Sale Transaction** means and includes any Transaction involving the sale or transfer, directly or indirectly, in whole or in part, of the Assets or Equity of the Company.

(n) **Senior Debt** is debt of the Company resulting from funds (a) that are available to the Company in the form of a credit facility, term loan or any type of loan, funding, or other financing or indebtedness of the Company and (b) for which the lender has a first lien on the assets of the Company.

(o) **Subordinated Debt** is debt of the Company resulting from funds (a) which are available to the Company in the form of a credit facility, term loan or any type of loan, funding or other financing or indebtedness of the Company and (b) for which the lender holds a claim and/or lien junior to the Senior Debt.

(p) **Success Fee** is the fee due to DuFrayne upon consummation of a Transaction as set forth in the Agreement.

(q) **Teaser** is the marketing piece summarizing in basic terms the Assets available for a Transaction and which will be provided to Interested Parties by CRO.

(r) **Term** is the duration of this Agreement which shall be until the Agreement is terminated as set forth herein.

(s) **Total Consideration** means all consideration and value paid, provided or to be provided, directly or indirectly, in all forms,

(1) for the Assets and/or the business, stock, membership interests or other Equity of the Company, and includes, but is not limited to, all consideration and other value given for such purchase or other Transaction, whether paid, provided or made available at closing or at any time thereafter, including, by way of example, cash, instruments, certificates, assumption of debt, assets, securities and all other forms of value given for purchase or other acquisition of, or Transaction relating to, the Assets or Equity;

(2) for the fair market value of any Assets, securities, membership interests or other property, rights or interests transferred, directly or indirectly, in consideration for the Assets, business, capital stock, membership interests in or other Equity of the Company (including, any payments to be made to the Company or its equity holders under non-competition, consulting or similar arrangements, and all deferred or contingent payments, but excluding any employment agreements);

(3) for the aggregate principal amount of any funded indebtedness and/or liabilities (contingent or otherwise), in each case, that are directly or indirectly incurred, assumed or refinanced by the Company or otherwise in connection with the Transaction (and all payments made and expenses incurred in connection therewith, including, without limitation, prepayment premiums and defeasance costs).

(t) **Transaction** means a Sale Transaction(s) and/or Financing Transaction(s), whether effected directly or indirectly or in one or a series of Transactions, including but not limited to (i) any merger, consolidation, reorganization, recapitalization or other transaction or series of related transactions, pursuant to which all or a material portion of the business and/or Assets of the Company (including any indebtedness of the Company) is acquired or assumed by or combined with another person or entity or (ii) the acquisition or assumption of (a) all or a portion of the business and/or Assets of the Company (including any indebtedness of the Company) or securities and/or membership interests in the Company, whether by way of merger or consolidation, reorganization, recapitalization or restructuring, tender or exchange offer, share exchange, option or negotiated purchase, leveraged buyout, lease or license, investment or partnership, joint venture, spin-off, split-off or otherwise; or (b) where funds are made available to the Company as Senior Debt and/or

Subordinated Debt and/or as another type of loan funding.

(u) **Transaction Fee** is the fee, such as, but not limited to, the Success Fee, due under this Agreement to DuFrayne upon consummation of a Transaction. Consummation of a Transaction shall be at the time when the Transaction closes (or the equivalent of a closing such as, but not limited to, when all documentation is completed and signed, and the consideration for the Transaction is paid, given, provided, to be provided or otherwise made available). To be clear, the Transaction Fee or Fees shall be due in full to DuFrayne at closing or equivalent, based upon the Total Consideration for the Transaction, regardless of when it is paid, given, provided or to be provided. If the Transaction Fee is not paid in full within 10 business days following consummation of any Transaction, then the Company agrees that it will be responsible for all fees and expenses incurred by DuFrayne (including reasonable fees and disbursements of DuFrayne's legal counsel) in connection with any action, suit or proceeding instituted in order to enforce the Company's obligation to pay DuFrayne the Transaction Fee and to reimburse it for expenses as provided by this Agreement.