Docket #0100 Date Filed: 08/08/2026

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

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

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Proposed Attorneys for Debtors

In re:

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

Debtors.

Chapter 11

Case No. 26-18325 (EJO)

(Jointly Administered)

Judge: Eamonn J. O'Hagan

AMENDED EXHIBITS TO ASSET PURCHASE AGREEMENTS

Asset Purchase Agreement (Tarbush)	**Asset Purchase Agreement (Pyote)**
• **Exbibit B** – Assumed Contracts • **Exhibit C** – Excluded Assets • **Exhibit E** – Litigation Claims • **Exhibit F** – Environmental Matters • **Exhibit G** – Escrow Agreement	• **Exbibit B** – Assumed Contracts • **Exhibit C** – Excluded Assets • **Exhibit E** – Litigation Claims • **Exhibit F** – Environmental Matters • **Exhibit I** – Escrow Agreement

[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.

2618325260808000000000003

Asset Purchase Agreement (Tarbush)

EXHIBIT B

Assumed Contracts

1. Master Services Agreement between Lonestar Taproot LLC and Tejas Extreme Logistics dated effective 1/30/2026

2. FiberLight contract for Dedicated Internet Access Product Order No. OPP-170487-066778 and OPP-170487-066779

3. Option Assignment Agreement dated June 11, 2026, between Lonestar Dream, Inc and Lonestar Taproot LLC and Manning Minerals, LLC as subsequently amended pursuant to that certain Amendment to Option Assignment Agreement dated July 1, 2026

Asset Purchase Agreement (Tarbush)

EXHIBIT C

Excluded Assets

1. All cash and cash equivalents, wherever located.

2. All digital currency and the proceeds thereof.

3. All prepaid expenses, deposits, including Regional Electricity Providers deposits, and retainers.

4. All accounts including accounts receivable

5. The schedule of fixed assets listed in the Excel file labeled ‘LDI_LDT Excluded Asset List 12/31/2025’ filed in the Data Room.

6. All of Sellers’ rights, interests, claims, demands, and causes of action, including but not limited to those under all contracts and leases other than Assumed and Assigned Contracts.

7. All Avoidance Actions, including without limitation, all rights, claims, and causes of action arising under or relating to Chapter 5 of Title 11 of the United States Code, including, without limitation, all avoidance actions and claims arising under Sections 502(d), 544, 545, 547, 548, 549, 550, 551, and 553 of the Bankruptcy Code, and any other avoidance, recovery, or related claims or causes of action under the Bankruptcy Code, together with all proceeds, recoveries, and other rights arising therefrom.

8. All claims for and rights to receive tax refunds with respect to taxable periods or portions thereof on or prior to the Closing Date.

9. All the minute books, corporate and ownership books and record and accounting books and records of the Seller and copies of all other Books and Records necessary for Seller to administer its estate.

10. All other assets which are not purchased by a buyer.

Asset Purchase Agreement (Tarbush)

EXHIBIT E

Litigation Claims

1. Gao v. Pan et al., Cause No. D-1-GN-24-003302 (98th District Court, Travis County, Texas)

2. Saturn Data LLC v. Lonestar Dream et al., Case No. 493-08827-2025 (493rd District Court, Collin County, Texas)

3. DBR Land LLC v. Lonestar Taproot LLC and Lonestar Dream Inc., Case No. P-13332-112-CV (112th District Court, Pecos County, Texas)

4. SIAC Arbitration No. 532 of 2025 (ARB532/25/ZY): Liang, Lin v. Poolin Technology PTE. LTD., Singapore International Arbitration Centre, Singapore

5. SIAC Arbitration No. 245 of 2022 (ARB/245/22/ALS): Li Bei v. Poolin Technology PTE. LTD., Singapore International Arbitration Centre, Singapore

Asset Purchase Agreement (Tarbush)

EXHIBIT F

Environmental Matters

None.

Asset Purchase Agreement (Tarbush)

EXHIBIT G

Escrow Agreement

Escrow Agreement

This Escrow Agreement ("Agreement") is entered into as of this 30th day of July, 2026 by and among LONESTAR DREAM INC., a Delaware corporation (the "Seller 1"), and LONESTAR TAPROOT LLC, a Delaware limited liability company ("Seller 2" and together with "Seller 1", each a "Seller", collectively, "Sellers"), THOR CALAP, LLC, a Delaware limited liability company ("Buyer") and [Archer & Greiner, P.C. ("Escrow Agent")]. Any terms not defined herein shall have the meaning ascribed to it in the Purchase Agreement (as defined below).

The Seller and the Buyer have entered into an Asset Purchase Agreement dated as of July 22, 2026 (the "Purchase Agreement") pursuant to which Seller has agreed to sell and Buyer has agreed to purchase certain Purchased Assets including personal property, equipment and other assets located at that certain real property commonly known as and located at 4143 US Hwy 285, Fort Stockton, TX 79735, Pecos County, Texas. The Seller and the Buyer desire for Escrow Agent to hold in escrow the Good Faith Deposit of $1,850,000 and to disburse the same in accordance with the terms and provisions of this Agreement.

On July 22, 2026 (the "Petition Date"), Seller commenced a voluntary case under chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101, *et seq.* (the "Bankruptcy Code"), in the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court") (the "Bankruptcy Case"). Subject to Seller's receipt of any higher and better offer for the Purchased Assets (as defined in the Purchase Agreement) in accordance with the Bidding Procedures and Bidding Procedures Order, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Purchased Assets in accordance with the Purchase Agreement and sections 105, 363, and 365 of the Bankruptcy Code

1. Delivery of Escrow Funds; Authorization of Escrow Agent. Within ten (10) days from the execution of the Purchase Agreement, Buyer shall deliver the Good Faith Deposit to Escrow Agent via wire transfer. Upon receipt, the Good Faith Deposit shall be held by Escrow Agent in an interest-bearing account (the "Escrow Account"). The Good Faith Deposit together with any interest accrued thereon are hereinafter collectively referred to as the "Escrow Funds".

2. Release of Escrow Funds. Escrow Agent shall disburse the Escrow Funds in accordance with the provisions of this Agreement and the Purchase Agreement. Upon receipt of joint instructions from and executed by each of Seller and Buyer or their respective attorneys, in accordance with the Purchase Agreement, the Escrow Agent shall disburse the Escrow Funds in accordance with such notice, which shall include the name of each payee, the amount to be paid to each payee and wire instructions, if any. In no event shall the Escrow Agent be required to disburse any of the Escrow Funds unless and until it has confirmed and is reasonably satisfied that they are being disbursed to the proper party pursuant to this Agreement and the Purchase Agreement. All disbursements of the Escrow Funds shall be made via check or wired funds.

3. Disagreements. In the event of a disagreement about the interpretation of this Agreement or about the duties, rights and obligations of any action contemplated by Escrow Agent under this Agreement, or if there is a dispute between Seller and Buyer regarding the Escrow Funds, or the Escrow Agent receives conflicting demands or instructions with respect thereto, Escrow Agent may withhold disbursement or delivery of the same to either Party until Escrow Agent receives either: (a) joint written instructions from Seller and Buyer with respect to the disbursement or delivery of the Escrow Funds or any part thereof; or (b) an order entered by the Bankruptcy Court directing the disbursement or delivery of the Escrow Funds or any part thereof and thirty(30) days have passed since entry of such order without further court order directing the disposition thereof. Escrow Agent shall be entitled to rely upon the decision of such court with respect to the disposition and entitlement of the Escrow Funds. The Parties acknowledge and agree that the Good Faith Deposit shall not be deemed to constitute property of Seller's bankruptcy estate under the United States Bankruptcy Code, and that such estate shall

have no interest of any kind, under Chapter 5 of the Bankruptcy Code or applicable law (whether equitable or otherwise), in and to the Good Faith Deposit absent Bankruptcy Court order directing to the contrary, which order has not been stayed or overturned within 30 days of entry.

4. Scope of Responsibility. Escrow Agent is obligated only to perform the duties specifically set forth in this Agreement, which shall be deemed purely ministerial in nature. Under no circumstances will Escrow Agent be deemed to be a fiduciary to any Party or any other person under this Agreement. Escrow Agent will not be responsible or liable for the failure of any Party to perform in accordance with the Purchase Agreement, this Agreement, or any other agreement. Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of the other terms and conditions of the Purchase Agreement or any other instrument or document other than this Agreement, whether or not a copy thereof has been provided to Escrow Agent; and Escrow Agent shall have no duty to know or inquire as to the performance or nonperformance of any provision of the Purchase Agreement or any other instrument or document. This Agreement sets forth all matters pertinent to the escrow contemplated hereunder, and no additional obligations of Escrow Agent shall be inferred or implied from the terms of this Agreement, the Purchase Agreement, or any other agreement.

5. Reliance. Escrow Agent shall not be liable for any action taken or not taken by it in accordance with the direction or consent of the Parties or their respective attorneys (including office staff). Escrow Agent shall not be liable for acting or refraining from acting upon any notice, request, consent, direction, requisition, certificate, order, affidavit, letter, or other paper or document believed by it to be genuine and correct and to have been signed or sent by the proper person or persons, without further inquiry into the person or persons' authority.

6. Indemnification. The Sellers, jointly and severally, shall indemnify, defend and hold harmless Escrow Agent from and against any and all loss, liability, cost, damage and expense, including, without limitation, in-house and/or outside attorneys' fees and expenses or other professional fees and expenses which Escrow Agent may suffer or incur by reason of any action, claim or proceeding brought against Escrow Agent, arising out of or relating in any way to this Agreement, or any transaction to which this Agreement relates, unless such loss, liability, cost, damage or expense shall have been finally adjudicated to have been directly caused by the willful misconduct or gross negligence of Escrow Agent. The provisions of this paragraph shall survive the resignation or removal of Escrow Agent and the termination of this Agreement. In the event Escrow Agent incurs legal fees in connection with the enforcement or interpretation of any provision of this agreement or to defend against any claim or allegation that Escrow Agent breached any duty or obligation under this agreement or otherwise, then Escrow Agent shall be entitled to recover from the Sellers Escrow Agent's actual costs and expenses, including attorneys' fees, incurred by Escrow Agent in connection therewith, with interest thereon from the date incurred. For purposes hereof, costs, expenses, and attorneys' fees shall include, without limitation, the actual costs and expenses, including attorneys' fees, incurred in recovering such costs, expenses, and attorneys' fees (including, without limitation, all judgment enforcement proceedings, contempt proceedings, garnishment, levy, debtor and third-party discovery and examinations, bankruptcy proceedings, and appellate proceedings).

7. Limitation of Liability. Escrow Agent shall not be liable, directly or indirectly, for, and the Parties hereby release Escrow Agent from, any (i) damages, losses or expenses arising out of the services provided hereunder, other than damages, losses or expenses which have been finally adjudicated to have directly resulted from Escrow Agent's gross negligence or willful misconduct, or (ii) special, indirect or consequential damages or losses of any kind whatsoever (including without limitation lost profits), even if the Escrow Agent has been advised of the possibility of such losses or damages and regardless of the form of action.

8. Resignation or Removal. Escrow Agent may resign by furnishing written notice of

its resignation to the Parties, and the Parties may remove Escrow Agent by furnishing to Escrow Agent a joint written notice of Escrow Agent's removal along with payment of all fees and expenses to which the Escrow Agent is entitled through the date of termination. Such resignation or removal, as the case may be, shall be effective thirty (30) days after the delivery of such notice or upon the earlier appointment of a successor, and Escrow Agent's sole responsibility thereafter shall be to safely keep the Escrow Funds and to deliver the same to a successor escrow agent as shall be appointed by the Parties, as evidenced by a joint written notice filed with Escrow Agent or in accordance with a court order. If the Parties have failed to appoint a successor escrow agent prior to the expiration of thirty (30) days following the delivery of such notice of resignation or removal, Escrow Agent shall have the right, but not the obligation to (a) petition any court of competent jurisdiction for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon the Parties; (b) deposit the Escrow Funds with the Clerk of the Bankruptcy Court in which any litigation relating to the Purchase Agreement is pending and/or (c) take such reasonable affirmative steps as it may, at its option, elect in order to terminate its duties as Escrow Agent, including, without limitation, the depositing of the Escrow Funds with a court of competent jurisdiction and the commencement of an action for interpleader (and the costs thereof shall be, and thereupon Depositary shall be released of and from all liability hereunder except for any previous gross negligence or willful misconduct.

9. Notices. All notices, requests, demands, and other communications required under this Agreement shall be in writing, in English, and shall be deemed to have been duly given if delivered (i) personally, (ii) by overnight delivery with a reputable national overnight delivery service, or (iii) by registered mail or by certified mail, return receipt requested, and postage prepaid, all at the addresses set forth below. It shall be the responsibility of each of the Parties to notify Escrow Agent and the other Parties in writing of any name or address changes. Communications shall be deemed to have been given on the date received.

Notices to Seller:

Lonestar Dream Inc.
Lonestar Taproot LLC

Attn: Michael DuFrayne, CRO
Email: mdufrayne@dufraynellc.com

and a copy to:

Archer & Greiner, P.C.

Attn: Stephen M. Packman, Esq.
Email: spackman@archerlaw.com

If to Buyer:

Thor Calap, LLC

Attention: Greg Berman
Email: gberman@thorequities.com

With a copy to:

Wachtel Missry LLP
One Dag Hammarskjold Plaza, 885 Second Avenue
New York, NY 10017

Email: scohen@wmllp.com

If to Escrow Agent:

Archer & Greiner, P.C.

Attention: Stephen M. Packman, Esq.
Email: spackman@archerlaw.com

10. Amendments. This Agreement may not be changed, modified or terminated, nor may any provision hereunder be waived, except by an instrument executed by the parties hereto.

11. Counterparts. This Agreement may be executed in several counterparts, and all counterparts so executed shall constitute one agreement, binding on all of the parties hereto, notwithstanding that all of the parties are not signatory to the original or the same counterpart. The exchange of copies of this agreement, any amendments hereto, any signature pages required hereunder or any other documents required or contemplated hereunder by facsimile or via email transmission in Portable Document Format (.pdf) shall constitute effective execution and delivery of same as to the parties thereto and may be used in lieu of the original documents for all purposes.

12. Controlling Law. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

[remainder of page intentionally left blank]

Docusign Envelope ID: 58DF8CB9-843C-86C8-8246-1F2C10F91D24

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day and year first written above.

SELLER:

LONESTAR DREAM INC.

By: Signed by: kevin Pan 07CDD7F8F542432...
Name:
Title:

LONESTAR TAPROOT LLC

By: Signed by: kevin Pan 07CDD7F8F542432...
Name:
Title:

BUYER:

THOR CALAP, LLC

By: _____
Name:
Title:

[Signatures continue on following page]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day and year first written above.

SELLER:

LONESTAR DREAM INC.

By: _____
Name:
Title:

LONESTAR TAPROOT LLC

By: _____
Name:
Title:

BUYER:

THOR CALAP, LLC

By: _____
Name: Morris Missry
Title: Authorized Signatory

[Signatures continue on following page]

ESCROW AGENT:

Archer & Greiner, P.C.

By: DocuSigned by: Stephen Packman
DAF9E7D3DD0F45C...
Name:
Title:

232489049 v1
232505942 v1

Asset Purchase Agreement (Pyote)

EXHIBIT B

Assumed Contracts

1. Master Services Agreement between Lonestar Taproot LLC and Tejas Extreme Logistics dated effective 1/30/2026

2. FiberLight contract for Dedicated Internet Access Product Order No. OPP-170487-066778 and OPP-170487-066779

Asset Purchase Agreement (Pyote)

EXHIBIT C

Excluded Assets

1. All cash and cash equivalents, wherever located.

2. All digital currency and the proceeds thereof.

3. All prepaid expenses, deposits, including Regional Electricity Providers deposits, and retainers.

4. All accounts including accounts receivable

5. The schedule of fixed assets listed in the Excel file labeled ‘LDI_LDT Excluded Asset List 12/31/2025’ filed in the Data Room.

6. All of Sellers’ rights, interests, claims, demands, and causes of action, including but not limited to those under all contracts and leases other than Assumed and Assigned Contracts.

7. All Avoidance Actions, including without limitation, all rights, claims, and causes of action arising under or relating to Chapter 5 of Title 11 of the United States Code, including, without limitation, all avoidance actions and claims arising under Sections 502(d), 544, 545, 547, 548, 549, 550, 551, and 553 of the Bankruptcy Code, and any other avoidance, recovery, or related claims or causes of action under the Bankruptcy Code, together with all proceeds, recoveries, and other rights arising therefrom.

8. All claims for and rights to receive tax refunds with respect to taxable periods or portions thereof on or prior to the Closing Date.

9. All the minute books, corporate and ownership books and record and accounting books and records of the Seller and copies of all other Books and Records necessary for Seller to administer its estate.

10. All other assets which are not purchased by a buyer.

Asset Purchase Agreement (Pyote)

EXHIBIT E

Litigation Claims

1. Gao v. Pan et al., Cause No. D-1-GN-24-003302 (98th District Court, Travis County, Texas)

2. Saturn Data LLC v. Lonestar Dream et al., Case No. 493-08827-2025 (493rd District Court, Collin County, Texas)

3. DBR Land LLC v. Lonestar Taproot LLC and Lonestar Dream Inc., Case No. P-13332-112-CV (112th District Court, Pecos County, Texas)

4. SIAC Arbitration No. 532 of 2025 (ARB532/25/ZY): Liang, Lin v. Poolin Technology PTE. LTD., Singapore International Arbitration Centre, Singapore

5. SIAC Arbitration No. 245 of 2022 (ARB/245/22/ALS): Li Bei v. Poolin Technology PTE. LTD., Singapore International Arbitration Centre, Singapore

Asset Purchase Agreement (Pyote)

EXHIBIT F

Environmental Matters

1. Phase 1 Environmental Site Assessment dated January 23, 2026
2. That certain Landowner Questionnaire dated August 5, 2026

Asset Purchase Agreement (Pyote)

EXHIBIT I

Escrow Agreement

Escrow Agreement

This Escrow Agreement ("Agreement") is entered into as of this 30th day of July, 2026 by and among LONESTAR DREAM INC., a Delaware corporation (the "Seller 1"), and LONESTAR TAPROOT LLC, a Delaware limited liability company ("Seller 2" and together with "Seller 1", each a "Seller", collectively, "Sellers"), THOR CALAP, LLC, a Delaware limited liability company ("Buyer") and Archer & Greiner, P.C. ("Escrow Agent"). Any terms not defined herein shall have the meaning ascribed to it in the Purchase Agreement (as defined below).

The Seller and the Buyer have entered into an Asset Purchase Agreement dated as of July 22, 2026 (the "Purchase Agreement") pursuant to which Seller has agreed to sell and Buyer has agreed to purchase certain Purchased Assets including personal property, Pyote Property, equipment and other assets located at that certain real property commonly known as and located at 3072 FM 1927, Pyote, TX 79777 in Ward County, Texas. The Seller and the Buyer desire for Escrow Agent to hold in escrow the Good Faith Deposit of $750,000 and to disburse the same in accordance with the terms and provisions of this Agreement.

On July 22, 2026 (the "Petition Date"), Seller commenced a voluntary case under chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101, *et seq.* (the "Bankruptcy Code"), in the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court") (the "Bankruptcy Case"). Subject to Seller's receipt of any higher and better offer for the Purchased Assets (as defined in the Purchase Agreement) in accordance with the Bidding Procedures and Bidding Procedures Order, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Purchased Assets in accordance with the Purchase Agreement and sections 105, 363, and 365 of the Bankruptcy Code

1. Delivery of Escrow Funds; Authorization of Escrow Agent. Within ten (10) days from the execution of the Purchase Agreement or on or before August 3, 2026, Buyer shall deliver the Good Faith Deposit to Escrow Agent via wire transfer. Upon receipt, the Good Faith Deposit shall be held by Escrow Agent in an interest-bearing account (the "Escrow Account"). The Good Faith Deposit together with any interest accrued thereon are hereinafter collectively referred to as the "Escrow Funds".

2. Release of Escrow Funds. Escrow Agent shall disburse the Escrow Funds in accordance with the provisions of this Agreement and the Purchase Agreement. Upon receipt of joint instructions from and executed by each of Seller and Buyer or their respective attorneys, in accordance with the Purchase Agreement, the Escrow Agent shall disburse the Escrow Funds in accordance with such notice, which shall include the name of each payee, the amount to be paid to each payee and wire instructions, if any. In no event shall the Escrow Agent be required to disburse any of the Escrow Funds unless and until it has confirmed and is reasonably satisfied that they are being disbursed to the proper party pursuant to this Agreement and the Purchase Agreement. All disbursements of the Escrow Funds shall be made via check or wired funds.

3. Disagreements. In the event of a disagreement about the interpretation of this Agreement or about the duties, rights and obligations of any action contemplated by Escrow Agent under this Agreement, or if there is a dispute between Seller and Buyer regarding the Escrow Funds, or the Escrow Agent receives conflicting demands or instructions with respect thereto, Escrow Agent may withhold disbursement or delivery of the same to either Party until Escrow Agent receives either: (a) joint written instructions from Seller and Buyer with respect to the disbursement or delivery of the Escrow Funds or any part thereof; or (b) an order entered by the Bankruptcy Court directing the disbursement or delivery of the Escrow Funds or any part thereof and thirty(30) days have passed since entry of such order without further court order directing the disposition thereof. Escrow Agent shall be entitled to rely upon the decision of such court with respect to the disposition and entitlement of the Escrow Funds. The Parties acknowledge and agree that the Good Faith Deposit shall not be deemed to constitute property

of Seller's bankruptcy estate under the United States Bankruptcy Code, and that such estate shall have no interest of any kind, under Chapter 5 of the Bankruptcy Code or applicable law (whether equitable or otherwise), in and to the Good Faith Deposit absent Bankruptcy Court order directing to the contrary, which order has not been stayed or overturned within 30 days of entry.

4. Scope of Responsibility. Escrow Agent is obligated only to perform the duties specifically set forth in this Agreement, which shall be deemed purely ministerial in nature. Under no circumstances will Escrow Agent be deemed to be a fiduciary to any Party or any other person under this Agreement. Escrow Agent will not be responsible or liable for the failure of any Party to perform in accordance with the Purchase Agreement, this Agreement, or any other agreement. Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of the other terms and conditions of the Purchase Agreement or any other instrument or document other than this Agreement, whether or not a copy thereof has been provided to Escrow Agent; and Escrow Agent shall have no duty to know or inquire as to the performance or nonperformance of any provision of the Purchase Agreement or any other instrument or document. This Agreement sets forth all matters pertinent to the escrow contemplated hereunder, and no additional obligations of Escrow Agent shall be inferred or implied from the terms of this Agreement, the Purchase Agreement, or any other agreement.

5. Reliance. Escrow Agent shall not be liable for any action taken or not taken by it in accordance with the direction or consent of the Parties or their respective attorneys (including office staff). Escrow Agent shall not be liable for acting or refraining from acting upon any notice, request, consent, direction, requisition, certificate, order, affidavit, letter, or other paper or document believed by it to be genuine and correct and to have been signed or sent by the proper person or persons, without further inquiry into the person or persons' authority.

6. Indemnification. The Sellers, jointly and severally, shall indemnify, defend and hold harmless Escrow Agent from and against any and all loss, liability, cost, damage and expense, including, without limitation, in-house and/or outside attorneys' fees and expenses or other professional fees and expenses which Escrow Agent may suffer or incur by reason of any action, claim or proceeding brought against Escrow Agent, arising out of or relating in any way to this Agreement, or any transaction to which this Agreement relates, unless such loss, liability, cost, damage or expense shall have been finally adjudicated to have been directly caused by the willful misconduct or gross negligence of Escrow Agent. The provisions of this paragraph shall survive the resignation or removal of Escrow Agent and the termination of this Agreement. In the event Escrow Agent incurs legal fees in connection with the enforcement or interpretation of any provision of this agreement or to defend against any claim or allegation that Escrow Agent breached any duty or obligation under this agreement or otherwise, then Escrow Agent shall be entitled to recover from the Sellers Escrow Agent's actual costs and expenses, including attorneys' fees, incurred by Escrow Agent in connection therewith, with interest thereon from the date incurred. For purposes hereof, costs, expenses, and attorneys' fees shall include, without limitation, the actual costs and expenses, including attorneys' fees, incurred in recovering such costs, expenses, and attorneys' fees (including, without limitation, all judgment enforcement proceedings, contempt proceedings, garnishment, levy, debtor and third-party discovery and examinations, bankruptcy proceedings, and appellate proceedings).

7. Limitation of Liability. Escrow Agent shall not be liable, directly or indirectly, for, and the Parties hereby release Escrow Agent from, any (i) damages, losses or expenses arising out of the services provided hereunder, other than damages, losses or expenses which have been finally adjudicated to have directly resulted from Escrow Agent's gross negligence or willful misconduct, or (ii) special, indirect or consequential damages or losses of any kind whatsoever (including without limitation lost profits), even if the Escrow Agent has been advised of the possibility of such losses or damages and regardless of the form of action.

8. Resignation or Removal. Escrow Agent may resign by furnishing written notice of its resignation to the Parties, and the Parties may remove Escrow Agent by furnishing to Escrow Agent a joint written notice of Escrow Agent's removal along with payment of all fees and expenses to which the Escrow Agent is entitled through the date of termination. Such resignation or removal, as the case may be, shall be effective thirty (30) days after the delivery of such notice or upon the earlier appointment of a successor, and Escrow Agent's sole responsibility thereafter shall be to safely keep the Escrow Funds and to deliver the same to a successor escrow agent as shall be appointed by the Parties, as evidenced by a joint written notice filed with Escrow Agent or in accordance with a court order. If the Parties have failed to appoint a successor escrow agent prior to the expiration of thirty (30) days following the delivery of such notice of resignation or removal, Escrow Agent shall have the right, but not the obligation to (a) petition any court of competent jurisdiction for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon the Parties; (b) deposit the Escrow Funds with the Clerk of the Bankruptcy Court in which any litigation relating to the Purchase Agreement is pending and/or (c) take such reasonable affirmative steps as it may, at its option, elect in order to terminate its duties as Escrow Agent, including, without limitation, the depositing of the Escrow Funds with a court of competent jurisdiction and the commencement of an action for interpleader (and the costs thereof shall be, and thereupon Depositary shall be released of and from all liability hereunder except for any previous gross negligence or willful misconduct.

9. Notices. All notices, requests, demands, and other communications required under this Agreement shall be in writing, in English, and shall be deemed to have been duly given if delivered (i) personally, (ii) by overnight delivery with a reputable national overnight delivery service, or (iii) by registered mail or by certified mail, return receipt requested, and postage prepaid, all at the addresses set forth below. It shall be the responsibility of each of the Parties to notify Escrow Agent and the other Parties in writing of any name or address changes. Communications shall be deemed to have been given on the date received.

Notices to Seller:

Lonestar Dream Inc.
Lonestar Taproot LLC

Attn: Michael DuFrayne, CRO
Email: mdufrayne@dufraynellc.com

and a copy to:

Archer & Greiner, P.C.

Attn: Stephen M. Packman, Esq.
Email: spackman@archerlaw.com

If to Buyer:

Thor Calap, LLC

Attention: Greg Berman
Email: gberman@thorequities.com

With a copy to:

Wachtel Missry LLP
One Dag Hammarskjold Plaza, 885 Second Avenue
New York, NY 10017

Email: scohen@wmllp.com

If to Escrow Agent:

Archer & Greiner, P.C.

Attention: Stephen M. Packman, Esq.
Email: spackman@archerlaw.com

10. Amendments. This Agreement may not be changed, modified or terminated, nor may any provision hereunder be waived, except by an instrument executed by the parties hereto.

11. Counterparts. This Agreement may be executed in several counterparts, and all counterparts so executed shall constitute one agreement, binding on all of the parties hereto, notwithstanding that all of the parties are not signatory to the original or the same counterpart. The exchange of copies of this agreement, any amendments hereto, any signature pages required hereunder or any other documents required or contemplated hereunder by facsimile or via email transmission in Portable Document Format (.pdf) shall constitute effective execution and delivery of same as to the parties thereto and may be used in lieu of the original documents for all purposes.

12. Controlling Law. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day and year first written above.

SELLER:

LONESTAR DREAM INC.

By: Signed by: kevin Pan 07CDD7F8F542432...
Name:
Title:

LONESTAR TAPROOT LLC

By: Signed by: kevin Pan 07CDD7F8F542432...
Name:
Title:

BUYER:

THOR CALAP, LLC

By: _____
Name:
Title:

[Signatures continue on following page]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day and year first written above.

SELLER:

LONESTAR DREAM INC.

By: _____
Name:
Title:

LONESTAR TAPROOT LLC

By: _____
Name:
Title:

BUYER:

THOR CALAP, LLC

By: _____
Name: Morris Missry
Title: Authorized Signatory

[Signatures continue on following page]

ESCROW AGENT:

Archer & Greiner, P.C.

By: DocuSigned by: Stephen Packman
DAF9E7D3DD0F45C...
Name:
Title:

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