Docket #0128 Date Filed: 08/14/2026

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

Order Filed on August 14, 2026
by Clerk
U.S. Bankruptcy Court
District of New Jersey

In Re:

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

Debtors.

Case No. 26-18325 (EJO)

Chapter 11

(Jointly Administered)

Judge: Eamonn J. O'Hagan

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

The relief set forth on the following pages, numbered two (2) through six (6), is hereby

ORDERED.

DATED: August 14, 2026

Honorable Eamonn J. O'Hagan
United States Bankruptcy Judge

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

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Upon the application (the "Application")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for an order authorizing the retention and employment of McCarn, Weir, & Sherwood P.C. ("MWS") as counsel with respect to mineral and title issues, pursuant to the terms of the Engagement Agreement, effective as of the Petition Date, as more fully set forth in the Application; and the Court having jurisdiction to decide the Application and the relief requested therein in accordance with 28 U.S.C. §§ 157(a)-(b) and 1334(b) and the *Standing Order of Reference to the Bankruptcy Court Under Title 11*, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.); and consideration of the Application and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and notice of the Application having been given as provided in the Application, and such notice having been adequate and appropriate under the circumstances; and it appearing that no other or further notice of the Application need be provided; and the Court having held a hearing to consider the relief requested in the Application (the "Hearing"); and upon the Declaration of Patrick Wier, as supplemented ("Weir Declaration"), filed with the 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 Application establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

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

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

2. In accordance with sections 327(a), 329, and 330 of the Bankruptcy Code, the Debtors are hereby authorized and empowered to employ and retain MWS as their counsel in these Chapter 11 Cases with respect to mineral and title issues in connection with the Debtors' proposed sale transaction, effective as of the Petition Date, pursuant to the terms of the Engagement Agreement, in the form attached to the Application as **Exhibit C**.

3. MWS is authorized to provide the Debtors with the professional services as described in the Application and the Engagement Agreement. Specifically, but without limitation, MWS will render the following legal services:

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

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

4. MWS shall apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with the Debtors' Chapter 11 Cases in compliance with sections 330 and 331 of the Bankruptcy Code and applicable provisions of the Bankruptcy Rules, Local Rules, and any other applicable procedures and orders of the Court. MWS also intends to make a reasonable effort to comply with the U.S. Trustee's requests for information and additional disclosures as set forth in the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases* Effective as of November 1, 2013 (the "Revised UST Guidelines"), both

in connection with the Application and the interim and final fee applications to be filed by MWS in these Chapter 11 Cases.

5. Notwithstanding anything to the contrary in the Application, the Engagement Agreement, or the Weir Declaration, at the conclusion of MWS's engagement by the Debtors, if the amount of any security retainer held by MWS is in excess of the amount of MWS's outstanding and estimated fees, expenses, and costs, MWS will pay to the Debtors the amount by which any security retainer exceeds such fees, expenses, and costs, in each case in accordance with the Engagement Agreement.

6. MWS (i) shall only bill 50% for non-working travel; (ii) shall not seek the reimbursement of any fees or costs, including attorney fees and costs, arising from the defense of any objections to any of MWS's fee applications in these cases; (iii) shall use the billing and expense categories set forth in the Revised UST Guidelines (Exhibit D-1 "Summary of Compensation Requested by Project Category"); and (iv) provide any and all monthly fee statements, interim fee applications, and final fee applications in "LEDES" format to the U.S. Trustee.

7. MWS shall provide ten (10) business-days' notice to the Debtors, the U.S. Trustee, and any statutory committee before any increases in the rates set forth in the Application or the Engagement Agreement are implemented and shall file such notice with the Court. All parties in interest retain all rights to object to any rate increase on all grounds, including the reasonableness standard set forth in section 330 of the Bankruptcy Code, and the Court retains the right to review any rate increase pursuant to section 330 of the Bankruptcy Code.

8. Notwithstanding anything to the contrary in the Application, the Engagement Agreement, or the Weir Declaration, MWS shall seek reimbursement from the Debtors' estates for its engagement-related expenses at the firm's actual cost paid.

9. Notwithstanding anything to the contrary in the Application, the Engagement Agreement, or the Weir Declaration, MWS shall (i) to the extent that MWS uses the services of independent contractors or subcontractors (collectively, the "Contractors") in these cases, pass through the cost of such Contractors at the same rate that MWS pays the Contractors; (ii) seek reimbursement for actual costs only; (iii) ensure that the Contractors are subject to the same conflicts checks as required for MWS; (iv) file with this Court such disclosures required by Bankruptcy Rule 2014; and (v) attach any such Contractor invoices to its monthly fee statements, interim fee applications and/or final fee applications filed in these Chapter 11 Cases.

10. No agreement or understanding exists between MWS and any other person, other than as permitted by Bankruptcy Code section 504, to share compensation received for services rendered in connection with these cases, nor shall MWS share or agree to share compensation received for services rendered in connection with these Chapter 11 Cases with any other person other than as permitted by Bankruptcy Code section 504.

11. MWS shall use its best efforts to avoid duplication of services provided by any of the Debtors' other retained professionals.

12. Notwithstanding anything to the contrary in the Application, the Engagement Agreement, or the Weir Declaration, the provision in the Engagement Agreement that "[a]ll fees

and expenses are due upon receipt of invoice" is null and void during the pendency of these bankruptcy cases.

13. Notwithstanding anything to the contrary in the Application, the Engagement Agreement, or the Weir Declaration, termination of MWS's representation of the Debtors shall only occur upon Court Order.

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

15. Any party may move for modification of this Order in accordance with D.N.J. LBR 9013-5(e) upon notice to the United States Trustee, counsel to the Debtors, and counsel to any statutory committee appointed in these Chapter 11 Cases.

16. To the extent the Application, the Engagement Agreement, or the Weir Declaration is inconsistent with this Order, the terms of this Order shall govern.

17. The Bankruptcy Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and enforcement of this Order.