Docket #0139 Date Filed: 08/17/2026

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

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

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Order Filed on August 17, 2026
by Clerk
U.S. Bankruptcy Court
District of New Jersey

In re:

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

Debtors.

Chapter 11

Case No. 26-18325 (EJO)

(Jointly Administered)

Judge: Eamonn J. O'Hagan

ADMINISTRATIVE FEE ORDER (I) ESTABLISHING PROCEDURES FOR THE ALLOWANCE AND PAYMENT OF INTERIM COMPENSATION AND REIMBURSEMENT OF EXPENSES OF PROFESSIONALS RETAINED BY ORDER OF THIS COURT, AND (II) GRANTING RELATED RELIEF

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

ORDERED.

DATED: August 17, 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 consideration of the *Debtors' Motion for Entry of an Administrative Fee Order (I) Establishing Procedures for the Allowance and Payment of Interim Compensation and Reimbursement of Expenses of Professionals Retained by Order of this Court, and (II) Granting Related Relief* (the "Motion")[2] filed on behalf of the above-captioned debtors and debtors in possession (collectively, the "Debtors"); and upon the *Declaration of Michael DuFrayne in Support of Debtors' Chapter 11 Petitions and First Day Motions* [ECF No. 2] (the "First Day Declaration"); and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order Of Reference From The United States District Court For The District Of New Jersey*, entered July 23, 1984, and amended on June 6, 2025 (Bumb C.J.); and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors' notice of the Motion and opportunity for hearing on the Motion were appropriate and that no other notice need be provided under the circumstances; and this Court having determined that the legal and factual bases set forth in the Motion and at the hearing thereon establish just cause for the relief granted herein; and upon all of the proceedings before this Court; and after due deliberation and sufficient cause appearing therefor, it is **HEREBY ORDERED THAT**:

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

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

2. Except as may otherwise be provided in orders of this Court authorizing the retention of specific Professionals, all Professionals retained in these Chapter 11 Cases pursuant to section 327 and, to the extent applicable, sections 328(a) and 1103 of the Bankruptcy Code, may seek monthly compensation in accordance with the following procedures (the "Compensation Procedures"):

(A) Monthly Fee Statements.

1. Not later than the twenty-fifth (25th) day of the month following the month for which compensation is sought, each Professional seeking compensation under this Order must file and, serve, by electronic transmission, hand delivery, or overnight delivery, or by any means directed by the Court, a monthly fee and expense statement (a "Monthly Fee Statement") on the following parties (collectively, the "Notice Parties"):

i. The Debtors, c/o Michael DuFrayne, CRO, DuFrayne, LLC, 550 Exton Commons, Suite 55, Exton, PA 19341;

ii. Proposed counsel to the Debtors, Archer & Greiner, P.C., 1025 Laurel Oak Road, Voorhees, NJ 08043 Attn: Steven M. Packman (spackman@archerlaw.com) and Alexander J. Andrews (aandrews@archerlaw.com);

iii. the Office of the United States Trustee, Region 3, District of New Jersey Attn: Jeffrey M. Sponder (jeffrey.m.sponder@usdoj.gov) and Rachel Wolf (Rachel.wolf@usdoj.gov);

iv. counsel to any statutory committees appointed in these cases;

v. any secured creditors and counsel, to the extent known;

vi. any party requesting notice of all proceedings; and

vii. any other party designated by the Court.

2. Unless otherwise provided in the order authorizing such Professional's retention, each Professional's Monthly Fee Statement must comply with Local Rules 2016-1 and 2016-3, shall include a monthly invoice with fee and expense detail that describes the fees and expenses incurred by such Professional in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and the Guidelines established by the Office of the United States Trustee (the "UST Guidelines").

3. Time spent traveling without actively working on these chapter 11 cases shall be billed at fifty percent (50%) of the Professional's normal hourly rate.

4. Unless otherwise provided in the order authorizing such Professional's retention, all timekeepers must contemporaneously maintain time entries, in increments of tenths (1/10th) of an hour, for each individual.

5. Unless otherwise provided in the order authorizing such Professional's retention, all Monthly Fee Statements shall comply with the Bankruptcy Code, the Bankruptcy Rules, the UST Guidelines, and applicable law.

(B) Objections. An objection to a Monthly Fee Statement must be filed and served on the applicable Professional and the Notice Parties not later than fourteen (14) days after service of such Monthly Fee Statement (the "Objection Deadline"). The objection must set forth the nature of the objection and the amount of fees and expenses at issue. Grounds for objection may include: (i) the Debtors' failure to timely file monthly operating reports;

and (ii) the Debtors' failure to remain current with administrative expenses and fees under 28 U.S.C. § 1930.

(C) Payments.

1. On the expiration of the Objection Deadline, a Professional may file and serve on the Notice Parties Local Form *Certification of No Objection or Local Form Certification of Partial Objection*, and then receive eighty percent (80%) of the fees and one hundred percent (100%) of the expenses not subject to an objection. No payments shall be made to a Professional unless and until the Professional's retention is approved by the Court. A Professional may seek authorization as part of its next interim or final fee application to receive the remaining twenty percent (20%) of fees not subject to an objection. If a Professional receives an objection to a particular Monthly Fee Statement, the Debtors shall withhold payment of that portion of the Monthly Fee Statement to which the objection is directed and promptly pay the remainder of the fees and disbursements in the percentages set forth herein.

2. If the parties resolve an objection and if the applicable Professional files and serves on the Notice Parties a statement indicating that the objection is withdrawn and describing the terms of the resolution, the Debtors may pay in accordance with subdivision (C)(1) that portion of the Monthly Fee Statement which is no longer subject to an objection.

3. If the parties are unable to resolve an objection not later than fourteen (14) calendar days after the Objection Deadline, the Professional may either: (i) file a response to the objection together with a request for payment of the fees and expenses to which the objection applies and schedule a hearing on at least fourteen (14) calendar days' notice; or (ii) forgo payment of those fees and expenses until the next interim or final fee application or another date directed by the Court.

(D) Fee Applications.

1. A Professional who has received monthly payments under this Order must, at four-month intervals (each an "Interim Fee Period") or such other intervals directed by the Court, file and serve on the Notice Parties an interim application under section 331 of the Bankruptcy Code for allowance of the compensation and reimbursement of the expenses sought in the Monthly Fee Statements issued during the applicable period (an "Interim Fee Application") unless otherwise agreed between such Professional and the U.S. Trustee.

2. Interim Fee Applications must be filed and served on or before the forty-fifth (45th) day after the end of the Interim Fee Period for which the application seeks allowance of fees and reimbursement of expenses. The Interim Fee Application must include a summary of the Monthly Fee Statements that are the subject of the request and any other information requested by the Court or required by the Bankruptcy Code, the Bankruptcy Rules, applicable Third Circuit law, the Local Rules, and the UST Guidelines.

3. The service of an objection to a Monthly Fee Statement shall not prejudice the objecting party's right to object to any Interim Fee Application or final fee application made to the Court in accordance with the Bankruptcy Code on any ground whether raised in an objection or not. Failure by any Notice Party to object to a Monthly Fee Statement shall not constitute a waiver of any kind nor prejudice such Notice Party's right to object to any Interim Fee Application or final fee application subsequently made to the Court in accordance with the Bankruptcy Code and applicable rules.

4. The pendency of an objection or the entry of a Court order holding that the prior payment of compensation or the reimbursement of expenses was improper as to a particular Monthly Fee Statement will not disqualify a Professional from the future payment of compensation or reimbursement of expenses as set forth above unless the Court orders otherwise.

5. Any Professional who fails to file an Interim Fee Application when due will be ineligible to receive further interim payments of fees or expenses under the Compensation Procedures until such time as the Interim Fee Application is submitted.

6. Neither (a) the payment of, or the failure to pay, in whole or in part, interim compensation and reimbursement of expenses under the Compensation Procedures nor (b) the filing of, or failure to file, an objection to any Monthly Fee Statement or any Interim Fee Application will bind any party in interest or the Court with respect to the final applications for allowance of compensation and reimbursement of expenses of Professionals.

7. Any Notice Party may request that a Professional deliver a Monthly Fee Statement or an Interim Fee Application in an electronically sortable format mutually acceptable to the parties.

3. The Debtors shall include all payments to Professionals on their monthly operating reports, detailed to state the amount paid to each Professional.

4. All Professionals that are law firms shall make a reasonable effort to comply with the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. Section 330 by Attorneys in Larger Chapter 11 Cases* effective as of November 1, 2013, in connection with any Monthly Fee Statements, Interim Fee Applications, and final fee applications to be filed in these Chapter 11 Cases. All Professionals that are law firms shall provide any and all Monthly Fee Statements, Interim Fee Applications, and final fee applications in "LEDES" format to the Office of the United States Trustee.

5. Each member of any statutory committee appointed in these cases shall be permitted to submit statements of expenses (excluding third-party counsel expenses of individual

committee members) and supporting vouchers to counsel to any such committee, which counsel will collect and submit the committee members' requests for reimbursement; *provided* that such reimbursement requests must comply with the Compensation Procedures. For the avoidance of doubt, this provision only permits the committee member to request reimbursement and does not extend to any representative purporting to act on behalf of the committee member.

6. Time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

7. All fees and expenses paid to Professionals are subject to disgorgement until such time as they are allowed pursuant to a final order of this Court.

8. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the amount of, basis for, or validity of any claim against the Debtors under the Bankruptcy Code or other applicable non-bankruptcy law; (b) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim or otherwise of a type specified or defined in this Motion or any order granting the relief requested by this Motion; (c) a promise or requirement to pay any particular claim; (d) a request or authorization to assume or assign any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (e) an admission that a contract is an executory contract under section 365 of the Bankruptcy Code or that such contract was or was not terminated or expired prior to the Petition Date; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates , and the Debtors expressly reserve their right to contest the extent, validity,

or perfection or seek avoidance of all such liens; (g) a waiver or limitation of any claims, causes of action, or other rights of the Debtors or any other party in interest to dispute any claim on any grounds or to assert any right against any person or entity under the Bankruptcy Code or any other applicable law; or (h) a waiver or limitation of the Debtors' rights under the Bankruptcy Code or any other applicable law and the Debtors expressly reserve their rights with respect to all of the foregoing.

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

10. Any party may move for modification of this order upon notice to the United States Trustee, counsel to the Debtors, and counsel to any statutory committee appointed in these Chapter 11 Cases.

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

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

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

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

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