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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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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

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

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 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 to provide the Debtors a chief restructuring officer and designate Michael DuFrayne as the 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 Amended 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 Amended 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

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

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**:

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 managers and designate 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, including, without limitation, the compensation provisions, as modified by this Order, are reasonable terms and conditions of employment and are approved in all respects except as limited or modified herein.

5. Upon the entry of this Order, DuFrayne shall be empowered and authorized to carry out all duties and responsibilities set forth in the Engagement Agreement.

6. 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 file with the Court, with copies to the U.S. Trustee and all official committees (the "Notice Parties"), reports of compensation earned, staffing on these

Chapter 11 cases ("Compensation and Staffing Report") and expenses incurred on a monthly basis on or before the 20th day following the end of the previous calendar month, which will include summary charts describing the services provided, identify the staff (each staff member, a "DuFrayne Professional") providing such services and their hourly rate, number of hours billed, and the role filled by each DuFrayne Professional; the hours worked and fees by activity category (e.g., cash management, operations, transaction support, etc.); identify the compensation earned by the CRO; and itemize expenses incurred. In addition, each DuFrayne Professional shall maintain, and the Compensation and Staffing Reports will include, (i) detailed time entry records identifying activities or issues he or she addressed on a daily basis, grouped to the nearest one-tenth of an hour (0.1 hour) for each activity category each day, and (ii) detailed expense records. The first Compensation and Staffing Report shall cover the period from the Petition Date until the end of the month in which this Order is entered and shall be submitted within twenty (20) days thereafter.

7. Notwithstanding the Amended Application, the DuFrayne Declaration, or any term in the Engagement Agreement to the contrary, DuFrayne will only seek reimbursement of actual and necessary expenses itemized in the monthly fee statement.

8. Any party may object to a monthly fee statement by filing with the Court and serving a written objection on DuFrayne, the Debtors, the U.S. Trustee, and counsel to any statutory committee within fourteen (14) days after service of the statement (the "Objection Period"), setting forth the nature and amount of the fees or expenses objected to. If no timely objection is filed and 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 filed and served during the Objection Period 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.

9. 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 and are not being pre-approved by entry of this Order; 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.

10. 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 Amended 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.

11. Notwithstanding the Amended Application, the DuFrayne Declaration, or any term in the Engagement Agreement to the contrary, DuFrayne and its affiliates shall not act in any other capacity (for example, without limitation, as financial advisor, claims agent/claims administrator, or investor/acquirer) in connection with these Chapter 11 Cases through confirmation of a plan of reorganization or dismissal of these Chapter 11 Cases.

12. In the event the Debtors seek to have DuFrayne personnel assume executive officer positions that are different than the positions disclosed in the Amended Motion, or to materially change the terms of the Engagement Agreement by either: (i) modifying the functions of the CRO; (ii) adding new personnel; or (iii) altering or expanding the scope of the engagement, a motion to modify Michael DuFrayne's and DuFrayne's retention shall be filed. For the avoidance of doubt, Michael DuFrayne, in his capacity approved hereunder, may not be terminated without a further Order of Court, and only Michael DuFrayne shall direct and control the DuFrayne personnel.

13. 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 to the Debtors, the U.S. Trustee, and counsel to the Committee, subject to any party-in-interest's right to object to any such increases.

14. DuFrayne may hold its retainer during these Chapter 11 Cases as security for the payment of fees and expenses incurred under the Engagement Agreement; provided that DuFrayne shall apply any remaining amounts of the retainer as a credit towards its final fees and expenses. At the conclusion of DuFrayne's engagement by the Debtors, if the amount of the retainer 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.

15. Notwithstanding the Amended Application, the DuFrayne Declaration, or any term in the Engagement Agreement to the contrary, the Debtors are permitted to indemnify the CRO, on the same terms as provided to the Debtors' other officers and directors under the corporate bylaws and applicable state law, along with insurance coverage under the Debtors' directors and officers liability insurance policies ("D&O Policy") and all other relevant active insurance policies carried by the Debtors. There shall be no other indemnification of DuFrayne or its affiliates.

16. Notwithstanding the Amended Application, the DuFrayne Declaration, or any term in the Engagement Agreement to the contrary, 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.

17. DuFrayne shall not be entitled to reimbursement by the Debtors for any fees, disbursements, or other charges of DuFrayne's counsel.

18. 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.

19. 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.

20. 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.

21. 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 as required for the CRO; (iv) file with the Court such disclosures as required by Bankruptcy Rule 2014; and (v) attach any such Contractors invoices to its fee statements.

22. 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, equity security holders, or other parties-in-interest. The obligation to disclose identified in this paragraph is a continuing obligation.

23. 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.

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

25. 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.

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

27. 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.

28. 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.

29. Notwithstanding anything to the contrary in the Amended Application, the DuFrayne Declaration, or the Engagement Agreement, during the pendency of these Chapter 11

Cases, the Debtors shall promptly file a notice with the Court to the extent DuFrayne terminates its Engagement Agreement pursuant to the terms thereof or resigns from such role.

30. 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.

31. 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.

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

33. 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.

34. Notwithstanding anything in the Amended Application, the DuFrayne Declaration, or any term in the Engagement Agreement to the contrary, this Court shall have exclusive 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.