Docket #0160 Date Filed: 08/20/2026

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 20, 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

FINAL ORDER (I) PROHIBITING THE DEBTORS' UTILITY PROVIDERS FROM ALTERING, REFUSING, OR DISCONTINUING SERVICES, (II) PERMITTING DEBTORS TO PAY CURRENT UTILITY CHARGES INCLUDING PRE-PETITION AMOUNTS DUE; (III) DEEMING UTILITY COMPANIES ADEQUATELY ASSURED OF FUTURE PAYMENT, (IV) APPROVING PROCEDURES FOR RESOLVING FURTHER ADEQUATE ASSURANCE REQUESTS, AND (V) GRANTING RELATED RELIEF

The relief set forth on the following pages, numbered two (2) through twelve (12) is **ORDERED**.

DATED: August 20, 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 motion (the "Motion")[1] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of a final order (this "Order") (i) prohibiting the Debtors' Utility Providers from altering, refusing, or discontinuing service to the Debtors; (ii) permitting debtors to pay current utility charges including pre-petition amounts due (iii) deeming Utility Providers adequately assured of future payment; (iv) approving procedures for resolving further adequate assurance requests by the Utility Providers; and (v) granting such other and further relief as more fully set forth in the Motion; 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

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

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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** on a Final basis as set forth herein.

2. The Debtors are authorized, but not directed, on a final basis, to pay on a timely basis and in accordance with their prepetition practices all undisputed invoices for pre-petition Utility Services provided by the Utility Providers as follows.

3. As to electric utility provider FlowX, the Debtors are authorized, but not directed, on a final basis, to allow FlowX to offset against the $2,000,000 deposit FlowX holds, in amount not to exceed $350,000 pursuant to actual billed charges by FlowX to the Debtors for electric usage from July 1, 2026 to the Petition Date.

4. FlowX is hereby deemed adequately assured of payment and performance of electricity charges and bills pursuant to paragraph 3, the $2,000,000 deposit FlowX holds from the Debtors as security for electricity charges ("Adequate Assurance Deposit") and the Debtors assurance of continued payment of FlowX's bills as and when they are due.

5. The Debtors are authorized and directed to establish and maintain a segregated, interest-bearing account (the "Utility Deposit Account") and shall deposit $3,036 into the Utility Deposit Account, which shall be separately allocated for, and payable to, each Utility Provider (except for FlowX), in the amount set forth in the Utility Service List, attached to the Motion as **Exhibit A**, as to each Utility Provider for the purpose of providing Utility Providers adequate

assurance of payment for post-petition utility services provided to the Debtors. The Debtors shall maintain the Utility Deposit Account with a minimum balance equal to fifty percent (50%) of the Debtors' historical monthly cost of Utility Services (except for FlowX), attributable to each Utility Provider, which the Debtors may adjust to account for the termination of utility services by the Debtors or other arrangements with respect to adequate assurance of payment reached with any Utility Provider.

6. To the extent the Debtors become delinquent with respect to post-petition payment for utility services from a Utility Provider, such Utility Provider may file a notice of delinquency (a "Delinquency Notice") with the Court and serve such Delinquency Notice on (a) the Debtors, (b) counsel to the Debtors; (c) the official committee of unsecured creditors, and (d) the United States Trustee for the District of New Jersey (each, a "Party in Interest"). If such delinquency is not cured and no Party in Interest has objected to the Delinquency Notice within ten (10) days of the receipt of the Delinquency Notice, then, the Debtors shall (a) remit to such Utility Provider from the Utility Deposit Account the lesser of (i) the amount allocated in the Utility Deposit Account for such Utility Company's account and (ii) the amount of post-petition charges claimed as delinquent in the Delinquency Notice, and (b) replenish the Utility Deposit Account for the amount remitted to such Utility Provider. If an Objection is filed to the Delinquency Notice prior to expiration of the ten-day period, the Debtor will request that this Court schedule a hearing to resolve the dispute.

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7. Subject to the Adequate Assurance Procedures set forth below, all Utility Providers are prohibited from (a) altering, refusing, or discontinuing service to the Debtors on account of any unpaid prepetition invoices or the commencement of these Chapter 11 Cases, or (b) requiring additional assurance of payment as a condition to the Debtors receiving such Utility Services; provided that no Utility Provider will be bound by the terms of this Final Order until such Utility Provider receives notice of this Final Order.

8. The Adequate Assurance Deposit, as may be from time to time modified in accordance with the procedures herein, shall be maintained until the earlier of: (i) the Debtors' termination of services from the Utility Provider, (ii) the closing of the sale of substantially all of the Debtors' assets, (iii) confirmation of a chapter 11 plan, (iv) the conversion, dismissal, or closing of these Chapter 11 Cases, or (v) further order of the Court.

9. The following Adequate Assurance Procedures are hereby approved on a final basis:

a. The Debtors shall serve a copy of the Motion and this Final Order on each Utility Provider listed on the Utility Service List no later than two (2) business days after the entry of this Final Order.

b. If a Utility Provider and/or a Subsequently Identified Utility Provider are not satisfied with the assurance of future payment provided by the Debtors or seek additional assurances of payment in the form of deposits, prepayments, or otherwise, the Utility Provider must serve a written request (an "Additional Assurance Request") no later than fourteen (14) calendar days after the date such Utility Provider or Subsequently Identified Utility Provider receives notice hereunder (the "Additional Assurance Request Deadline") so that it is actually received by the following: (i) the Debtors; (ii) counsel to the Debtors, Archer &

Greiner, P.C., 1025 Laurel Oak Road, Voorhees, NJ, 08043, *Attn:* Stephen M. Packman, Esq. (spackman@archerlaw.com) and Alexander J. Andrews, Esq. (aandrews@archerlaw.com); (iii) counsel to the Committee appointed in these chapter 11 cases; and (iv) the Office of the United States Trustee for the District of New Jersey, One Newark Center, 1085 Raymond Boulevard, Suite 2100, Newark, New Jersey 07102, Attn.: Jeffrey M. Sponder (jeffrey.m.sponder@usdoj.gov) (the "Notice Parties").

c. Any Additional Assurance Request must (i) be made in writing, (ii) set forth the location for which Utility Services are provided, (iii) include a summary of the Debtors' payment history relevant to the affected account(s), including the amount of any security deposits, (iv) explain why the requesting Utility Provider (or Subsequently Identified Utility Provider) believes the Adequate Assurance Deposit or other form of assurance provided is not sufficient adequate assurance of future payment, and (v) include a proposal for what would constitute adequate assurance from the Debtors, along with an explanation of why such proposal is reasonable.

d. Upon the Debtors' receipt of an Additional Assurance Request, the Debtors will have twenty-one (21) calendar days from the receipt of such Additional Assurance Request (the "Resolution Period") to negotiate with the Utility Provider to resolve the Utility Provider's Additional Assurance Request. The Debtors and the Utility Provider may, without notice to any party in interest or further order of the Court, extend the Resolution Period by such additional period as they shall mutually agree.

e. The Debtors may resolve any timely Additional Assurance Request by mutual agreement with the requesting Utility Provider (or Subsequently Identified Utility Provider) without further order of the Court and may, in connection with any such agreement, in the Debtors' discretion, provide additional or different assurance of future payment, which may include, but shall not be limited to, cash deposits, payments of any outstanding prepetition balance due to the Utility Provider (or Subsequently Identified Utility Provider), prepayments, or other forms of security in each case, without further order of the Court, if the Debtors believe such additional assurance is reasonable; provided, however, that the Debtors shall maintain a summary ledger of agreements with Utility Providers and their respective terms, and such summary ledger and agreement, if any, shall be made available to the U.S. Trustee and the committee appointed in these chapter 11 cases, upon request.

f. If the Debtors determine an Additional Assurance Request is not reasonable and the parties are not able to resolve such request consensually, or if a Utility Provider was omitted from the Utility Providers List and wishes to dispute that they received adequate assurance of future payment as required by section 366 of the Bankruptcy Code as provided by this Final Order, the Debtors will schedule a hearing pursuant to section 366(c) of the Bankruptcy Code seeking a determination by the Court.

g. Pending the resolution of any Additional Assurance Request dispute by the Court, the relevant Utility Provider (or Subsequently Identified Utility Provider) shall be prohibited from discontinuing, altering, or refusing service to the Debtors on account of unpaid charges for prepetition services or an alleged lack of adequate assurance payment.

h. If a Utility Provider (or Subsequently Identified Utility Provider) fails to serve an Additional Assurance Request as set forth above in advance of the Additional Assurance Request Deadline, it shall be: (i) deemed to have received adequate assurance payment "satisfactory" to such Utility Provider (or Subsequently Identified Utility Provider) in compliance with section 366 of the Bankruptcy Code; (ii) prohibited from discontinuing, altering, or refusing service to, or discriminating against, the Debtors on account of any unpaid prepetition charges, or requiring additional assurance of payment; and (iii) deemed to have waived its right to make an Additional Assurance Request.

10. The Utility Providers are prohibited from requiring additional adequate assurance of payment other than pursuant to the Adequate Assurance Procedures.

11. The inclusion of any entity in, as well as any omission of any entity from, the Utility Service List shall not be deemed an admission by the Debtors that such entity is, or is not, a "utility" within the meaning of section 366 of the Bankruptcy Code, and the Debtors reserve all rights and defenses with respect thereto.

12. The Debtors are authorized to amend the Utility Service List to the extent the Debtors identify additional Utility Providers or if a Utility Provider begins or ceases to provide

services to the Debtors during the pendency of this case. This Final Order (including the Adequate Assurance Procedures set forth herein) shall apply to and be binding upon any Subsequently Identified Utility Provider, regardless of when such Utility Provider was added to the Utility Service List; *provided*, however, that the Debtors shall serve a copy of this Final Order on any Subsequently Identified Utility Provider within two (2) business days of its identification, and provide such Utility Provider fourteen (14) calendar days' notice to object to the inclusion of such Utility Provider on the Utility Providers List. If an objection is received, to the extent the Debtors and the Utility Provider are unable to reach a consensual resolution within fourteen (14) calendar days of the Debtors' receipt of such objection, the Debtors shall request a hearing before this Court at the next omnibus hearing date or such other date that the Debtor and the Utility Provider may agree. For any Utility Provider that is subsequently added or removed from the Utility Service List, the Debtors will add to or subtract from the Adequate Assurance Deposit an amount equal to 50% of the Debtors' average monthly cost (less any letters of credit or amounts on deposit with any such subsequently added Utility Provider that exceed outstanding prepetition amounts) for each subsequently added or removed Utility Provider as soon as practicable but not later than five (5) calendar days after such Utility Provider is identified and shall promptly notify the Notice Parties of any such increase.

13. The terms of this Final Order and the Adequate Assurance Procedures shall apply to any Subsequently Identified Utility Provider to the same extent as if the Utility Provider was

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listed on the original Utility Providers List. The Debtors shall supplement the Motion with the names of any Subsequently Identified Utility Provider and file the same with the Court and serve on the Subsequently Identified Utility Provider, the U.S. Trustee, and the committee appointed in these cases.

14. The Debtors shall file any amended version(s) of the Utility Service List with the Court.

15. The relief granted herein is applicable to all Utility Providers providing Utility Services to the Debtors and is not limited to those parties or entities listed on the Utility services List.

16. Each of the banks and/or financial institutions at which the Debtors maintain their accounts is authorized, when requested by the Debtors in the Debtors' discretion, to receive, process, honor, and pay all checks presented for payment and all fund transfer requests made by the Debtors related thereto to the extent that sufficient funds are on deposit in such accounts. Such banks and financial institutions are authorized to rely on the representations of the Debtors as to which checks or fund transfer requests are issued or authorized to be paid pursuant to this Final Order without any further inquiry and without liability for following the Debtors' instructions.

17. The Debtors are authorized, but not directed, to issue post-petition checks, or to effect post-petition fund transfer requests, in replacement of any checks or fund transfer requests

that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with the relief granted herein and to the extent authorized by this Final Order.

18. Pursuant to Section 2(c) of the Elektron Settlement Agreement, Archer & Greiner, P.C. is authorized to hold and disburse the funds in the Escrow Account on Account of the Escrow Payment in accordance with the terms of the Elektron Settlement Agreement upon Court approval thereof and the parties otherwise consummating the terms of the Elektron Settlement Agreement, and any dispute concerning the Escrow Account or the disbursement of the Escrow Payment shall be resolved by joint written instructions of LSD and Elektron or by further order of this Court.

19. Nothing contained in the Motion or this Final Order shall be construed to create, alter, or perfect, in favor of any person or entity, any interest in cash of the Debtors.

20. Notwithstanding the relief granted in this Final Order and any actions taken pursuant to such relief, nothing in this Final Order shall be deemed: (a) an admission as to the validity of any claim against the Debtors; (b) a waiver of the Debtors' rights to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Final Order or the Motion; (e) a request or authorization to assume any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) a waiver or limitation of the Debtors' rights under the Bankruptcy Code or any other applicable law; or (g) a concession by the Debtors that any liens (contractual, common

law, statutory, or otherwise) satisfied pursuant to the Motion are valid, and the Debtors expressly reserve their rights with respect to all of the foregoing.

21. Nothing in this Final 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.

22. Nothing in this Final Order or any action taken by the Debtors in furtherance of the implementation hereof shall be deemed to constitute an assumption or rejection of any executory contract or unexpired lease pursuant to section 365 of the Bankruptcy Code, and all of the Debtors' rights with respect to such matters are expressly reserved.

23. Within two (2) business days of the entry of this Final Order, the Debtors shall serve a copy of this Final Order on each applicable bank and financial institution that is directed to comply with the terms of this Final Order.

24. Nothing in this Final Order authorizes the Debtors to accelerate any payments not otherwise due.

25. Notice of the Motion, as provided therein, shall be deemed good and sufficient notice of the Motion and the requirements of the Bankruptcy Rules and Local Rules are satisfied by such notice.

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26. 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.

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

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

29. Any party may move for modification of this Final Order in accordance with Local Rule 9013-5(e) upon notice to the United States Trustee, counsel to the Debtors, and counsel to the Committee appointed in these Chapter 11 Cases.

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