Thor反对拟议出售并保留权利

案件 26-18325 · 案卷 #0224 · 原文提交日期 2026-09-16

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案件 26-18325-EJO 文书 224 已于 09/1A8/9R 提交 Fntarad NA/1K/9R 18:55:07 Nace Main
文书：
案卷编号 #0224 提交日期：09/16/2026
raye 1tulv
美国破产法院
新泽西州地区
符合 D.N.J. LBR 9004-2(c) 的标题栏
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Thor CALAP, LLC 的律师
关于：
POOLIN TECHNOLOGY PTE. LTD. 等，
债务人。
第 11 章
案号 26-18325(EJO)
（联合管理）
听证日期：2026年9月18日 @
1la.m。
Thor CALAP, LLC 对批准资产出售的动议及权利保留的异议
Thor CALAP, LLC（“Thor”）通过其下述签署律师 Ciardi, Ciardi & Astin，兹就拍卖及出售听证会提交本异议（“异议”），并郑重陈述如下：
背景
1。于 2026年7月22日（“申请日”），Poolin Technology Pte. Ltd.（“Poolin”）及其关联债务人兼占有管理人 Lonestar Dream, Inc.（“LSD”）和 Lonestar Taproot, LLC（“LST”）（与 Poolin 和 LSD 合称“债务人”）就《美国法典》第 11 章、第 11 编，在美国新泽西州破产法院自愿提出救济申请（统称“破产案件”）。
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UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-2(c)

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In re: POOLIN TECHNOLOGY PTE. LTD., *et al.*, Debtors.	Chapter 11 Case No. 26-18325(EJO) (Jointly Administered) **Hearing Date: September 18, 2026 @ 11a.m.**

OBJECTION OF THOR CALAP LLC TO THE MOTION TO APPROVE THE SALE OF ASSETS AND RESERVATION OF RIGHTS

Thor CALAP, LLC ("Thor"), by and through its undersigned counsel, Ciardi, Ciardi & Astin, hereby files this objection (the "Objection") to the Auction and Sale Hearing, and respectfully avers as follows:

BACKGROUND

1. On July 22, 2026 (the "Petition Date"), Poolin Technology Pte. Ltd. ("Poolin") and its affiliated debtors and debtors-in-possession, Lonestar Dream, Inc. ("LSD") and Lonestar Taproot, LLC ("LST" with Poolin and LSD, collectively the "Debtors") filed voluntary petitions (collectively, the "Bankruptcy Cases") for relief under chapter 11 of title 11 of the United States Code, as amended (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of New Jersey.

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对应原文第 2 页

文书第 2of5 页
正如支持破产案件而提交的首日宣誓书所述，提起破产案件是为了促成对债务人几乎全部资产的出售。
3。由于债务人的努力，于 13，债务人 LSD 和 LST 与 Thor 签署了意向书。于 2026年7月22日，债务人与 Thor 订立了两份 (2) 资产购买协议——一份针对位于德克萨斯州 Pecos 工厂的资产，包括电力权利、设备及其他资产（“Tarbush APA”）；另一份针对购买位于
德克萨斯州 Pyote，3072 FM 1927 的不动产（“Pyote Site”），以及该 Pyote Site 上的某些设备
（“Pyote APA”）。
4。于 2026年7月23日，债务人提交了修订后的动议，请求法院作出如下命令：(I) 命令：(A) 批准某些竞价程序及其通知形式和通知方式，(B) 授权债务人指定“领跑者竞标方”，(C) 安排拍卖及关于批准出售债务人几乎全部资产的听证会，(D) 授权债务人签订购买协议，(E) 制定某些承接与转让程序并批准其方式及通知，以及 (F) 授予相关救济；以及 (II) 命令：(A) 授权在无任何留置权和负担的情况下出售债务人几乎全部资产，(B) 批准对可能转让的合同进行承接与转让，及 (C) 授予相关救济（“竞价程序动议”）[DN 30]。
5。如竞价程序动议所述，Thor 就出售债务人资产（统称为“资产”）提交了最高或其他最佳报价，并被指定为领跑者竞标方（“领跑者竞标方”）。据此，Tarbush APA 和 Pyote APA 作为领跑者 APA（“领跑者 APAs”）附于竞价程序动议之后。见 DN 30 附件“B”。

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2. As set forth in the first day declaration filed in support of the Bankruptcy Cases, the Bankruptcy Cases were filed to effectuate a sale of substantially all of the Debtors' assets.

3. As a result of the Debtors' efforts, on July 13, debtors LSD and LST signed letters of intent with Thor. On July 22, 2026, the Debtors and Thor entered into two (2) asset purchase agreements- one for the assets located at the facility in Pecos Texas including the power rights, equipment and other assets (the "Tarbush APA") and another for the purchase of real property at 3072 FM 1927 Pyote, Texas (the "Pyote Site") as well as certain equipment at the Pyote Site (the "Pyote APA").

4. On July 23, 2026, the Debtors filed an Amended Motion for entry of (I) an Order (A) approving certain bidding procedures and the forms and manner of notice thereto, (B) authorizing the Debtors to designate the Stalking Horse Bidder, (C) Scheduling an Auction and a Hearing on the Approval of the Sale of Substantially all of the Debtors' Assets, (D) authorizing the Debtors to enter into the Purchase Agreements, (E) establishing certain assumption and assignment procedures and approving the manner and notice thereof, and (F) granting related relief; and (II) an order (A) authorizing the sale of substantially all of the debtors' assets free and clear of encumbrances, (B) approving the assumption and assignment of the potentially assigned contracts and (C) granting related relief (the "Bid Procedures Motion")[DN 30].

5. As set forth in the Bid Procedures Motion, Thor submitted the highest or otherwise best offers for the sale of Debtors' assets (collectively, the "Assets") and was named the stalking horse bidder (the "Stalking Horse Bidder"). Accordingly, the Tarbush APA and Pyote APA were attached to the Bid Procedures Motion as the stalking horse APA (the "Stalking Horse APAs"). *See* DN 30 at Exhibit "B."

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对应原文第 3 页

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6。于 2026年8月17日，法院作出命令：(I) 批准就债务人几乎全部资产的出售所适用的某些竞价程序，(II) 授权债务人指定领跑者竞标方，(III) 安排拍卖并批准其通知的形式和方式，(IV) 批准对指定可履行合同及未到期租赁的承接与转让或拒绝的程序，(V) 安排出售听证会并批准其通知的形式和方式，以及 (VI) 授予相关救济（“批准竞价程序命令”）[DN 138]。
7。随批准竞价程序命令附有经批准的、与债务人资产出售相关的投标提交、接收及分析程序（“竞价程序”）。见批准竞价程序命令附件 1，竞价程序 [DN 138].
8。正如竞价程序在拍卖资格流程中所规定，领跑者 APAs 是任何潜在竞标者为提交合格投标而应使用的“资产购买协议格式”。见附件 1，竞价程序，第 I B 部分和 2[/DN 138].
9。此外，正如竞价程序在投标流程中所规定，为了有资格被视为合格竞标者，潜在竞标者（除领跑者竞标外）必须在其他事项之外，提交善意保证金。见附件 1，竞价程序，第 I C 2[DN
138].
10。竞价程序明确规定：“为免生疑问，领跑者竞标被视为合格投标，且领跑者竞标方就竞价程序项下的所有目的和要求而言均被视为合格竞标者，尽管潜在竞标者必须满足的合格竞标者要求另有规定。”见批准竞价程序命令附件 1，竞价程序 [DN 138].

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6. On August 17, 2026, the Court entered an order (I) approving certain bidding procedures for sale of substantially all of the Debtors' assets, (II) authorizing the Debtors to designate the Stalking Horse Bidder, (III) Scheduling an Auction and approving the form and manner of notice thereof, (IV) approving procedures for the assumption and assignment of or rejection of designated executory contracts and unexpired leases, (V) scheduling a Sale Hearing and approving the form and manner of notice thereof, and (VI) granting related relief (the "Order Approving Bid Procedures")[DN 138].

7. Attached to the Order Approving Bid Procedures was the approved bidding procedures for the submission, receipt and analysis of bids in connection with the sale of the Debtors' assets (the "Bid Procedures"). *See* Order Approving Bid Procedures at Exhibit 1, Bid Procedures [DN 138].

8. As set forth in the Bid Procedures under Auction Qualification Process, the Stalking Horse APAs were the "form of Asset Purchase Agreement" that any potential bidder was to use to submit a Qualified Bid. *See* Exhibit 1, Bid Procedures, at I B 1and 2[DN 138].

9. Moreover, as set forth in the Bid Procedures under the Bid Process, in order to be eligible for consideration as a Qualified Bidder, a Potential Bidder, other than the Stalking Horse Bid must include, *inter alia*, a good faith deposit. *See* Exhibit 1, Bid Procedures, at I C 2[DN 138].

10. The Bid Procedures specifically states "[f]or the avoidance of doubt, the Stalking Horse Bid is deemed a Qualified Bid, and the Stalking Horse Bidder is deemed a Qualified Bidder, for all purposes and requirements pursuant to the Bidding Procedures, nothwithstanding the requirements that a Potential Bidder must satisfy to be a Qualified Bidder." *See* Order Approving Bid Procedures at Exhibit 1, Bid Procedures [DN 138].

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对应原文第 4 页

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11。2026年9月11日，就资产出售进行了拍卖。
12。在拍卖结束时，Thor被宣布为中标人。
13。在Thor于拍卖中被宣布为中标人后，债务人对诱导出价人资产购买协议作出了戏剧性的修改，并要求Thor增加保证金。对诱导出价人资产购买协议的这些重大修订，完全重谈了这项已谈判逾一个月的交易。这些要求与竞拍程序直接冲突。
14。债务人律师单方面修订了诱导出价人资产购买协议，改变了资产购买协议中的重要条款（“修订后的APAS”）。修订后的APAS真实且正确的副本作为附件“A”附后。
15。截至今日，债务人未按《批准竞拍程序命令》的要求将所需的拍卖结果通知提交至破产案卷或债务人的重组网站，但Thor已被债务人律师告知，“他们（债务人）将继续以HUTS为中标人。”
16。Thor反对HUTS，或任何其他方，作为中标人。
17。如《批准竞拍程序命令》和竞拍程序所述，作为诱导出价，Thor无需提交任何增加的保证金，其资产购买协议被视为诱导出价人资产购买协议，且不得作实质性变更。
18。拟议修订通过删除债务人已同意Thor对“合理酌处”享有“唯一且绝对裁量权”的措辞，从而实质性改变了诱导出价人资产购买协议。债务人在未经同意的情况下对重要条款作出修改，违反了《批准竞拍程序命令》。！
1 债务人在拍卖过程中确实就协议的一项变更进行了协商，即放弃矿产权条件，Thor对此表示同意。然而，如同对已签署协议的任何变更一样，债务人请求此类
4

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11. On September 11, 2026, the Auction on the sale of the Assets took place.

12. Thor was announced as the Winning Bidder at the conclusion of the Auction.

13. After Thor was announced as the Winning Bidder at the Auction, the Debtors made dramatic changes to the Stalking Horse APAs and requested an increased deposit from Thor. These material revisions to the Stalking Horse APAs were a complete re-trade of a deal that was negotiated for over a month. These requests are in direct conflict with the Bid Procedures.

14. Debtors' counsel unilaterally revised the Stalking Horse APAs to change important provision of the asset purchase agreements (the "Revised APAS"). True and correct copies of the Revised APAS are attached hereto as Exhibit "A."

15. As of today's date, the Debtors have failed to put the required Notice of Auction Results on the bankruptcy docket or the Debtors' restructuring website as required by the Order Approving Bid Procedures, but Thor has been notified by Debtors' counsel that "they (the Debtors) will move forward with HUT8 as the winning bidder."

16. Thor objects to HUT8, or any other party as winning bidder.

17. As set forth in the Order Approving Bid Procedures and the Bid Procedures, Thor, as Stalking Horse Bid, did not need to submit any increased deposit and its asset purchase agreements were deemed the Stalking Horse APAs and could not be materially changed.

18. The proposed amendments materially change the Stalking Horse APA by removing language by which the Debtors had agreed Thor had "sole and absolute discretion" to "reasonable discretion". The Debtor's revisions to material provisions without consent is a violation of the Order Approving Bid Procedures.[1]

[1] The Debtor did negotiate one change to the agreement as part of the auction, a waiver of a mineral rights condition, to which Thor agreed. However, like any change to an executed agreement, the Debtor requested such

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对应原文第 5 页

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19。额外要求的保证金本应在诱导出价人资产购买协议中予以处理，因为未要求增加此类保证金是诱导出价人资产购买协议的一项重要条款。
20。《批准竞拍程序命令》第c.2.iv节仅要求新出价（“潜在竞标者”）提供更高的保证金。该条并未提及诱导出价人。
21。由于债务人尚未提交宣布中标结果的所需通知，且就出售提出异议的截止时间为今日5pm下午2026年9月16日，Thor亦保留进一步提出异议的一切权利。
22。基于上述理由，应当拒绝该出售。
兹此，Thor CALAP, LLC谨请求法院拒绝资产出售，直至各方有机会审查中标条款，并请求法院认为公正且适当的其他救济。
CIARDI CIARDI & ASTIN
日期：2026年9月16日
由：/s/Albert A, Ciardi, II, Esquire
Albert A. Ciardi, III, Esquire
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Thor CALAP, LLC的律师
同意，且Thor已提供。构成本异议标的之修订均非债务人在拍卖前或拍卖期间提出。

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19. The additional requested deposit is an issue that should have been addressed in the Stalking Horse APAs as the absence of such a required increase was a material term of the Stalking Horse APAs.

20. Section c.2.iv. of the Order Approving Bid Procedures requires only that the new bids ("Potential Bidder") provide increased deposits. There is no reference to the Stalking Horse Bidder.

21. Because the Debtors have not filed the required notice announcing the winning bid and the deadline to object to the Sale is set for 5pm today, September 16, 2026, Thor also reserves all rights to further object.

22. For the reasons set forth above, the Sale should be denied.

WHEREFORE, Thor CALAP, LLC, hereby respectfully request that the Court deny the Sale of Assets until such time the parties have an opportunity to review the winning bid terms, and for such other relief as the Court determines to be just and proper.

CIARDI CIARDI & ASTIN

Dated: September 16, 2026

By: ***/s/Albert A. Ciardi, III, Esquire***
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consent and Thor provided. None of the revisions which are the subject of this Objection were requested by the Debtor before or during the auction.

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对应原文第 6 页

附件A 第1页，共9页
附件A

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EXHIBIT A

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对应原文第 7 页

ExhibitA 第2页，共9页
第二修订及重述资产购买协议（PYOTE）
本第二修订及重述资产购买协议（“Second Amended Agreement”，日期为14+、2026（“生效日期”）），由 LONESTAR DREAM INC.（一家特拉华州公司，“卖方1”）与 LONESTAR TAPROOT LLC（一家特拉华州有限责任公司，“卖方2”与卖方1合称各为一名“卖方”，统称“卖方”），以及 THOR CALAP, LLC（一家特拉华州有限责任公司），其自身及其指定方（合称“买方”，并与卖方合称“各方”，单称“一方”）订立。凡本文未定义之大写术语，均依下述协议中的定义解释，该等定义并通过引用并入本文。
陈述
鉴于，卖方与买方已签署并订立一份资产购买协议（“协议”），日期为2026年7月22日（“协议”）。
鉴于，根据协议条款，卖方同意向买方出售，而买方同意自卖方处购买协议中定义并随协议附具的待购资产。
鉴于，在依据11《美国法典》第363条以及破产法院批准竞标程序的命令（日期为2026年8月17日，“竞标程序命令”）及相关“竞标程序”和拍卖出售条款（“拍卖条款”）进行的破产拍卖（“拍卖”）中，买方被债务人指定为“待购资产”之最高、最终中标人（“中标报价”），而该等“待购资产”即为协议所涉及并在协议中定义之标的。
因此，鉴于双方在此设定的相互约定、陈述、保证和协议以及其他有价值的对价，双方确认已收讫且充足，并意在受其法律约束，卖方与买方现达成如下协议：
1。协议按本文件所述予以修订。除本文件所述外，协议的任何条款或规定均不作修订、修改或废止。
2。协议第1.6节所述购买价款提高至$
3。根据协议第1.6(a)节、竞标程序及拍卖条款，买方应于2026年9月16日当日或之前，将购买价款的5%（扣除 Archer 账户中已存入资金的抵扣额）存入 Archer & Greiner, P.C. 的托管账户（“提高的定金”）。
4。协议第1.8节修订如下：

a. 转让税。根据适用法律有义务支付任何及全部批量出售税、印花税、单据税、申报费、登记费、注册费、销售税、使用税、转让税、增值税或其他依据适用法律因与该等交易相关而征收的非所得税、费用或政府性收费的一方

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~~SECOND~~ FIRST AMENDED ASSET PURCHASE AGREEMENT (PYOTE)

THIS ~~SECOND~~ FIRST AMENDED ASSET PURCHASE AGREEMENT ("Second Amended Agreement"), dated as of September 1~~1~~, 2026 (the "Effective Date"), is made by and between LONESTAR DREAM INC., a Delaware corporation (the "Seller 1") and LONESTAR TAPROOT LLC, A Delaware Limited Liability Company (the "Seller 2" together with Seller 1, each a "Seller" and collectively, the "Sellers"), and THOR CALAP, LLC, a Delaware Limited Liability Company, for itself and any designees (collectively, the "Buyer" and, together with Seller, collectively, the "Parties" and, individually, a "Party"). Capitalized terms not defined herein are defined in the Agreement below, which definitions are incorporated herein by reference.

RECITALS

WHEREAS, Sellers and Buyer executed and entered into an Asset Purchase Agreement ("Agreement"), dated as of July 22, 2026, (the "Agreement").

WHEREAS, pursuant to the terms of the Agreement, Sellers agreed to sell and Buyer agreed to purchase from Sellers the Purchased Assets, as defined in and attached to the Agreement.

WHEREAS, at bankruptcy auction ("Auction") pursuant to 11 U.S.C. § 363, and Order of the Bankruptcy Court approving bid procedures, dated August 17, 2026 ("Bid Procedures Order") and related "Bid Procedures," and terms of the Auction sale ("Auction Terms"), Buyer was designated by the Debtors as the highest, prevailing bidder ("Prevailing Bid") on the "Purchased Assets" which are the subject of and defined in the Agreement.

NOW THEREFORE, in consideration of the mutual covenants, representations, warranties, and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Sellers and Buyer agree as follows:

1. The Agreement is amended as set forth herein. No term or provision of the Agreement is amended, modified or abrogated except as set forth herein.
2. The Purchase Price set forth in section 1.6 of the Agreement is increased to $_____.
3. Pursuant to section 1.6(a) of the Agreement, Bid Procedures and Auction Terms, the Buyer shall deposit in escrow with Archer & Greiner, P.C. 5% of the Purchase Price (less credit for funds on deposit with Archer) on or before September 16, 2026 ("Increased Deposit").
4. Section 1.8 of the Agreement is amended as follows:
    a. Transfer Taxes. The Party that is required by applicable Law to pay any and all bulk sale, stamp, documentary, filing, recording, registration, sales, use, transfer, added-value or other non-income Tax, fee, or governmental charge imposed under applicable Law in connection with the transactions

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对应原文第 8 页

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部分数字、金额或标识仍需核对，请以官方原文为准；源文本存在明显 OCR 乱码和疑似缺字，部分句子无法完全确认；已尽量按可辨识内容忠实翻译。；若干法律修订条款编号在源文中被占位符遮蔽，按原样保留。

展品A 第3 of9

本协议所预期的（“转让税”）应由卖方负责缴纳；买方同意支付销售税。Hut 8 同意删除该项，ec inkaspien Teurt and Seller ‘being-a-bankeupioy-debtor. as oF dhe Closing

Hate. aH representations i Hits: Apreenrent

mre rue anid correct inall respects and that allot the comenanis and agreements et eeHercenuined inthis Agmemenl io be pertoomed on catistied bela the Cette Date have been peclonmed ar sotistied belorethe ClosingBata ——~| 评论[A2]: 我们希望确保竞价程序命令以及破产程序中的任何其他命令，无论已经作出还是将来可能作出，或者仅仅因为卖方处于破产状态，都不会使债务人在交割时因违反本条款而违约。

评论[A3]: 为了准确起见，这一内容需要插入

-5。第3.16(a)款修订如下：

(a) 除据称的分割所有权权益外，卖方是 Pyote Property 的唯一所有人，并且拥有依照本协议条款出售、转让并移转该等财产的完全权利、权力和授权。卖方必须在交割时向买方交付不受该分割所有权权益影响且不附带该等权益的产权，

26 本协议第3.16(k)款修订如下：

除竞买人在破产拍卖中就 Pyote Property 和 Purchased Assets 出价的权利以及据称的分割所有权权益外，除买方外，任何个人、公司或实体均对 Pyote Property 的全部或任何部分不享有任何权利，亦无权购买或取得其全部或任何部分，包括但不限于对其享有优先购买权或购买选择权。

#.7.Section 3.2 款修订如下：

政府授权。卖方签署、交付并履行本协议，无需任何政府机关、机构或官员采取任何行动或进行任何备案，但需获得破产法院的授权批准，以及与向买方转移电力有关的批准；并且，卖方为完成本协议所预期的交易而必须取得、作出或给予的所有此类批准、授权、同意、通知和备案，均应在交割前正式取得、作出或给予，并保持完全有效。除与能源有关的批准外，不需要任何其他同意、批准、授权、命令、许可或备案，而这些事项不会妨碍、延误或损害卖方完成本协议所预期交易的能力，或买方在交割后对 Purchased Assets 的所有权或使用。

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contemplated hereby (the "Transfer Taxes") shall be responsible for paying that Party's Transfer Taxes.

Commented [A1]: This is inconsistent with 1.10 where buyer agrees to pay sales tax. Hut 8 agreed to this deletion.

~~5. Section 2.2(i) of the Agreement is amended as follows:~~

~~(i) an executed certificate of Seller to the effect that, and subject to Orders of the Bankruptcy Court and Seller being a bankruptcy debtor, as of the Closing Date, all representations and warranties of Seller contained in this Agreement are true and correct in all respects and that all of the covenants and agreements of Seller contained in this Agreement to be performed or satisfied before the Closing Date have been performed or satisfied before the Closing Date;~~

Commented [A2]: We want to make sure that the Bid Pro Order and any other orders in the bankruptcy which have been or may be entered or the mere fact that the seller is in bankruptcy would not place Debtors in default of this provision at closing.

6.5.Section 3.16(a) is amended as follows:

(a) Other than alleged fractional ownership interests, Seller is the sole owner of the Pyote Property and has the fully right, power and authority to sell, convey and transfer the same in accordance with the terms of this Agreement. The Seller must deliver title to Buyer free and clear of the fractional ownership interest at Closing.

Commented [A3]: In order to be accurate this need to be inserted

~~7.~~6.Section 3.16(k) of the Agreement is amended as follow:

Excluding the right of bidders to bid at bankruptcy auction on the Pyote Property and Purchased Assets and alleged fractional ownership interests, no person, firm or entity, except for the Buyer, has any rights in, or rights to purchase or acquire all, or any part of the Pyote Property, including, without limitation, a right of first refusal or option to purchase with respect thereto.

~~8.~~7.Section 3.2 of the Agreement is amended as follow:

Governmental Authorization. The execution, delivery, and performance by Seller of this Agreement requires no action by, or filing with, any governmental body, agency, or official, other than approvals of authorization by the Bankruptcy Court, and other than energy related approval for transfer of power to Buyer,~~;~~ and all such approvals, authorizations, consents, notices and filings necessary for Seller to consummate the transactions contemplated hereby shall have been duly obtained, made or given prior to the Closing and shall be in full force and effect. Other than energy related approval,~~s~~, no other consent, approval, authorization, order, permit or filing is required that would prevent, delay or impair Seller's ability to consummate the transactions contemplated hereby or Buyer's ownership or use of the Purchased Assets following the Closing.

对应原文第 9 页

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源文包含评论标注、乱码和不完整片段；“_——"]”“[AS}:”以及日期附近部分存在OCR损坏，部分内容无法完全可靠还原。

附录A 第4页，共9页
注释[A4]：关于产权存在约定例外，例如竞标中的矿产权豁免
_——"] 注释[AS}：我们会询问，但能源法律顾问建议，公用事业公司可能不会愿意以书面形式确认这一点……
8，协议第7.2(e)款由买方放弃并删除。作为“胜出竞标”的条件，买方已同意放弃任何以任何方式、实质或形式与矿产权有关的产权异议。
+49，交割日期由十一月30日、2026，改为十二月15日、3036
兹证明，各方已于文首所写日期正式签署本第一修订协议。
卖方：
Lonestar Dream Inc.
签署：
姓名：Kevin Pan
职务：CEO
卖方：

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~~9. Section 3.5 of the Agreement is amended as follows: Sufficiency of and Title to the Purchased Assets. Each Seller has and, pursuant to the Sale Approval Order and upon Closing, and subject to the exceptions in the Agreement and herein, Buyer shall acquire good, valid and marketable title in and to the Purchased Assets, free and clear of all Liens, other than Permitted Liens expressly assumed by Buyer pursuant to this Agreement. Seller has good and valid title to, or a valid and enforceable right to transfer, each of the Purchased Assets. None of the Purchased Assets is subject to any restriction on transfer or other agreement that would impair Buyer's ownership, use or enjoyment thereof following the Closing.~~

Commented [A4]: There are agreed exceptions to title such as the mineral rights waiver part of the bid

~~10. Section 7.2 (e) of the Agreement is amended as follow:~~

~~(e) Buyer shall have received written confirmation, in form and substance satisfactory to Buyer, in its sole and absolute discretion, from the applicable utility provider(s), Qualified Scheduling Entity (QSE), and any other relevant governmental or third-party entities, or received such other proof reasonably acceptable to [Buyer], of the electrical power supply available to the Pyote Property (i) in the firm allocated and available amount of not less than 54MW of electrical capacity (ii) with the applicable voltage and at the approved point of interconnection for use of such power, (iii) and is available pursuant to the terms and conditions of the applicable utilities retail tariff without any known condition, restriction or third-party approval (including that of the retail electricity provider and QSE) which would materially impair the availability, allocation, or delivery of electrical service to the Pyote Property.~~

Commented [A5]: We will ask but energy counsel advises that the utility may not be willing to confirm this in writing

8. Section 7.2(e) of the Agreement is waived by the Buyer and deleted. As a condition of the Prevailing Bid, Buyer has agreed to waive any Title Objections related in any manner, substance or form to Mineral Rights.

~~11.~~9. The Closing Date is amended from November 30, 2026, to December 15, 2026 unless extended by agreement of the parties.

IN WITNESS WHEREOF, the Parties have duly executed this First Amended Agreement as of the date first written above.

SELLER:

Lonestar Dream Inc.

By: _____

Name: Kevin Pan
Title: CEO

SELLER:

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对应原文第 10 页

展品A 第5页，共9页
Lonestar Taproot LLC
签署：
姓名：Kevin Pan
职务：Lonestar Dream Inc. 首席执行官，
Lonestar Taproot LLC 唯一成员
买方：THOR CALAP LLC
代表其自身及其指定人
签署：
姓名：Morris Missry
职务：获授权签字人
DEDPOEGES v1

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Lonestar Taproot LLC

By:_____

Name: Kevin Pan
Title: CEO of Lonestar Dream Inc., sole member of Lonestar Taproot LLC

BUYER: THOR CALAP LLC
on behalf of itself and its designees

By:_____

Name: Morris Missry
Title: Authorized Signatory

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对应原文第 11 页

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附件A 第6页，共9页
第二修订资产购买协议（TARBUSH
本第二修订资产购买协议（"第二修订协议"）签订于+414年9月2026日（"生效日期"），由并且在 LONESTAR DREAM INC.（一家特拉华州公司）（"卖方1"）与 LONESTAR TAPROOT LLC（一家特拉华州有限责任公司）（"卖方2"与卖方1合称"卖方"，并统称"各卖方"），以及 THOR CALAP, LLC（一家特拉华州有限责任公司），为其自身及其任何指定受让人（统称"买方"，并与卖方合称"各方"，单称"一方"）之间订立。凡本文未定义之大写术语，均按下文协议中的定义解释，该等定义通过引用并入本文。
前言
鉴于，卖方与买方已签署并订立一份资产购买协议（"协议"），日期为2026年7月22日，并于2026年8月24日通过第一修订资产购买协议予以修订（"第一修订协议"）（两者合称"协议"）。
鉴于，根据协议条款，卖方同意向买方出售，而买方同意自卖方购买协议中定义并附于协议的所购资产。
鉴于，在依据《美国法典》第11编第363节进行的破产拍卖（"拍卖"）中，以及破产法院批准拍卖出售竞标程序及拍卖条款的命令（"拍卖条款"），日期为2026年8月17日（"竞标程序命令"），以及相关"竞标程序"下，买方被债务人指定为就协议所涉并在协议中定义的"所购资产"的最高且中标的竞标人（"中标报价"）。
因此，鉴于双方在此确认已收到且对下列相互约定、陈述、保证及协议以及其他有价对价的充分性，并意图受其法律约束，卖方与买方协议如下：
1。协议按本文所述予以修订。除本文所述外，协议的任何条款或规定均未被修订、修改或废止。
2。协议第1.6节所载购买价增至$
3。根据协议第1.6(a)节、竞标程序及拍卖条款，买方应于5%当日或之前将购买价的2026年9月16日（扣除 Archer 账户中的资金抵扣后）存入 Archer & Greiner, P.C. 托管账户（"增加的保证金"）。
4。协议第1.8节修订如下：

a. 转让税。根据适用法律要求就本协议所拟交易支付任何以及所有批量销售税、印花税、单据税、申报费、登记费、注册费、销售税、使用税、转让税、增值税或其他非所得税、费用或政府收费的当事方

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SECOND AMENDED ASSET PURCHASE AGREEMENT (TARBUSH)

THIS SECOND AMENDED ASSET PURCHASE AGREEMENT ("Second Amended Agreement"), dated as of September ~~11~~14, 2026 (the "Effective Date"), is made by and between LONESTAR DREAM INC., a Delaware corporation (the "Seller 1") and LONESTAR TAPROOT LLC, A Delaware Limited Liability Company (the "Seller 2" together with Seller 1, each a "Seller" and collectively, the "Sellers"), and THOR CALAP, LLC, a Delaware Limited Liability Company, for itself and any designees (collectively, the "Buyer" and, together with Seller, collectively, the "Parties" and, individually, a "Party"). Capitalized terms not defined herein are defined in the Agreement below, which definitions are incorporated herein by reference.

RECITALS

WHEREAS, Sellers and Buyer executed and entered into an Asset Purchase Agreement ("Agreement"), dated as of July 22, 2026, amended by way of a First Amended Asset Purchase Agreement on August 24, 2026 ("First Amended Agreement")(both, collectively, the "Agreement").

WHEREAS, pursuant to the terms of the Agreement, Sellers agreed to sell and Buyer agreed to purchase from Sellers the Purchased Assets, as defined in and attached to the Agreement.

WHEREAS, at bankruptcy auction ("Auction") pursuant to 11 U.S.C. § 363, and Order of the Bankruptcy Court approving bid procedures and terms of the Auction sale ("Auction Terms"), dated August 17, 2026 ("Bid Procedures Order"), and related "Bid Procedures," Buyer was designated by the Debtors as the highest, prevailing bidder ("Prevailing Bid") on the "Purchased Assets" which are the subject of and defined in the Agreement.

NOW THEREFORE, in consideration of the mutual covenants, representations, warranties, and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Sellers and Buyer agree as follows:

1. The Agreement is amended as set forth herein. No term or provision of the Agreement is amended, modified or abrogated except as set forth herein.
2. The Purchase Price set forth in section 1.6 of the Agreement is increased to $_____.
3. Pursuant to section 1.6(a) of the Agreement, Bid Procedures and Auction Terms, the Buyer shall deposit in escrow with Archer & Greiner, P.C. 5% of the Purchase Price (less credit for funds on deposit with Archer) on or before September 16, 2026 ("Increased Deposit").
4. Section 1.8 of the Agreement is amended as follows:
    a. Transfer Taxes. The Party that is required by applicable Law to pay any and all bulk sale, stamp, documentary, filing, recording, registration, sales, use, transfer, added-value or other non-income Tax, fee, or governmental charge

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对应原文第 12 页

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部分数字、金额或标识仍需核对，请以官方原文为准；源文本存在明显OCR乱码和被注释打断的残缺句子；对乱码部分作了尽可能保留原貌的处理。

附录 A 第7页，共9页
根据适用法律就本协议所设想交易征收的税费（“转让税”）中，应由该方负责支付该方的转让税。
Seatw-iehstarscline—thes—fineaesioe hell chad dae slely responsible fo and shall pay al Peashe: Fuses. 在适用法律就任何转让税对买方施加责任的范围内，卖方应
评论[A1：这与1.10不一致，那里是
销售税。但8同意了这一删除。
评论[A2：我们希望确保，破产法院命令以及已经作出或未来可能作出的任何其他命令，或者仅仅因为卖方处于破产状态这一事实，都不会在交割时使债务人违反本条款。
&-5。协议第3.2条修订如下：
政府批准。卖方签署、交付并履行本协议，无需任何政府机构、机关或官员采取任何行动或向其提交任何文件，破产法院批准除外，但不包括本协议第7.2条所载与能源相关的批准，并且为完成本协议所设想交易所必需的所有此类批准、授权、同意、通知和备案，均应在交割前已适当取得、作出或提交，并且应完全有效。除与能源相关的批准外，不需要任何其他同意、批准、授权、命令、许可或备案会妨碍、延迟或损害卖方完成本协议所设想交易的能力，或妨碍买方在交割后对已购资产的所有权或使用。

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imposed under applicable Law in connection with the transactions contemplated hereby (the "Transfer Taxes") shall be responsible for paying that Party's Transfer Taxes. ~~Notwithstanding the foregoing, Seller shall be solely responsible for and shall pay all Transfer Taxes. To the extent applicable Law imposes liability for any Transfer Taxes on Buyer, Seller shall promptly reimburse Buyer for any such amounts paid by Buyer.~~

Commented [A1]: This is inconsistent with 1.10 where buyer agrees to pay sales tax. Hut 8 agreed to this deletion.

~~5. Section 2.2(i) of the Agreement is amended as follows:~~

~~(i) an executed certificate of Seller to the effect that, as of the Closing Date, all representations and warranties of Seller contained in this Agreement are true and correct in all respects and that all of the covenants and agreements of Seller contained in this Agreement to be performed or satisfied before the Closing Date have been performed or satisfied before the Closing Date~~

Commented [A2]: We want to make sure that the Bid Pro Order and any other orders in the bankruptcy which have been or may be entered or the mere fact that the seller is in bankruptcy would not place Debtors in default of this provision at closing.

6.5.Section 3.2 of the Agreement is amended as follow:

Governmental Authorization. The execution, delivery, and performance by Seller of this Agreement requires no action by, or filing with, any governmental body, agency, or official, other than approvals of authorization by the Bankruptcy Court., other than energy related approval set forth in Section 7.2 herein, and all such approvals, authorizations, consents, notices and filings necessary for Seller to consummate the transactions contemplated hereby shall have been duly obtained, made or given prior to the Closing and shall be in full force and effect. Other than energy related approval, n~~N~~o other consent, approval, authorization, order, permit or filing is required that would prevent, delay or impair Seller's ability to consummate the transactions contemplated hereby or Buyer's ownership or use of the Purchased Assets following the Closing.

AI 可能出现错误或幻觉；本站不保证内容准确性、不承担内容责任。请核对官方原文及后续文件。

对应原文第 13 页

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部分数字、金额或标识仍需核对，请以官方原文为准；源文存在多处明显OCR乱码与残缺，已尽量按可辨识内容翻译并保留原样乱码片段。

附录A 第8页，共9页
#H. 协议第7.2(c)条修改如下：
{c)} 购买和出售协议（“毗邻物业 PSA”）的交割，其条款和条件在买方合理接受的范围内，并且以买方在其唯一且绝对酌情权下可接受的某一特定形式的 TREC vale apres ¢ Looe Agreement Caltacied ts the ulect UpiouAgresinen! . ~ 格式化下划线 } 关于毗邻物业），用于取得不动产地块
（统称为“毗邻物业”），该等地块在 Reeves 县的评估税地块图上以地块编号 0014468 标识，并在 Pecos 县的评估税地块图上以地块编号 00049-0803 1-00100-000000 标识。毗邻物业 PSA 的交割应已发生，或应与本协议项下的交割基本同时发生，其条款和条件应令买方在其唯一且绝对酌情权下合理满意。
$7。协议第7.2(e)条经买方放弃并予以删除。作为优胜出价的条件，买方已同意放弃任何在任何方面、实质上或形式上与矿产权有关的任何产权异议。
28 协议第7.2(g)条修改如下：
{g) 为完成本协议所设想交易所需的一切必要政府批准、许可、授权、同意及备案均已获得或作出，并且均完全有效。尽管有前述规定，买方确认并同意，最终的、正式的 Batch Zero Base Load { lessification CEomeal-Bach Zero Load Classification” periaining.t0_the tion 7.
pence val a of December rn . 26（“正式 Batch Zero Base Load Classification
日期”）。据此，交割日期特此延长至2026年12月15日；如果截至2026年12月10日尚未授予正式 Batch Zero Load Classification，双方同意将交割日期延长至并包括2027年3月31日。
=
“~~ 格式：缩进：左侧：1.19"
兹证明，双方已于文首所载日期正式签署本第一份修订协议。

原文图示 / 勾选参考；以官方原文为准。以下为本物理页的原始图像，不代表其内容已经翻译或获真实性认证。

~~Section 3.5 of the Agreement is amended as follows: Sufficiency of and Title to the Purchased Assets. Each Seller has and, pursuant to the Sale Approval Order and upon Closing, Buyer shall acquire good, valid and marketable title in and to the Purchased Assets, free and clear of all Liens, other than Permitted Liens expressly assumed by Buyer pursuant to this Agreement. Seller has good and valid title to, or a valid and enforceable right to transfer, each of the Purchased Assets. None of the Purchased Assets is subject to any restriction on transfer or other agreement that would impair Buyer's ownership, use or enjoyment thereof following the Closing.~~

~~7.~~6. Section 7.2 (c) of the Agreement is amended as follow:

(c) Closing of the purchase and sale agreement (the "Adjacent Property PSA"), on terms and conditions reasonably acceptable to Buyer and subject to ~~acceptable to Buyer, in its sole and absolute discretion~~that certain form of TREC sale agreement ("Trec Agreement")(attached to the subject Option Agreement on the Adjacent Property), for the acquisition of the real property parcels (collectively, the "Adjacent Property") identified on the assessor tax parcel map for Reeves County by Parcel ID No. 0014468 and on the assessor tax parcel map for Pecos County by Parcel ID No. 00049-08031-00100-000000. The closing of Adjacent Property PSA shall have occurred, or shall occur substantially concurrently with the Closing hereunder, on terms and conditions reasonably satisfactory to Buyer ~~in its sole discretion~~.

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~~8.~~7. Section 7.2(e) of the Agreement is waived by the Buyer and deleted. As a condition of the Prevailing Bid, Buyer has agreed to waive any Title Objections related in any manner, substance or form to Mineral Rights.

~~9.~~8. Section 7.2(g) is of the Agreement is amended as follows:

(g) All necessary governmental approvals, permits, authorizations, consents and filings required for the consummation of the transactions contemplated by this Agreement shall have been obtained or made and shall be in full force and effect. Notwithstanding the foregoing, Buyer acknowledges and agrees that the final, Formal Batch Zero Base Load Classification ("Formal Batch Zero Load Classification") pertaining to the provisions of Section 7.2(c) of the Agreement currently has a tentatively designated approval date of December 10, 2026 ("Formal Batch Zero Base Load Classification Date"). Accordingly, the Closing Date, is hereby extended to December 15, 2026. If the Formal Batch Zero Load Classification has not been granted by December 10, 2026, the parties agree to extend the Closing Date up to and including March 31, 2027.

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IN WITNESS WHEREOF, the Parties have duly executed this First Amended Agreement as of the date first written above.

AI 可能出现错误或幻觉；本站不保证内容准确性、不承担内容责任。请核对官方原文及后续文件。

对应原文第 14 页

展品A 第9页，共9页
卖方：
Lonestar Dream Inc.
由：
姓名：Kevin Pan
职务：首席执行官
卖方：
Lonestar Taproot LLC
由：
姓名：Kevin Pan
职务：Lonestar Dream Inc.首席执行官，Lonestar Taproot LLC唯一成员
买方：THOR CALAP LLC
代表其自身及其受让人
由：
姓名：Morris Missry
职务：授权签字人

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原文图示 / 勾选参考；以官方原文为准。以下为本物理页的原始图像，不代表其内容已经翻译或获真实性认证。

SELLER:

Lonestar Dream Inc.

By:_____

Name: Kevin Pan
Title: CEO

SELLER:

Lonestar Taproot LLC

By:_____

Name: Kevin Pan
Title: CEO of Lonestar Dream Inc., sole member of Lonestar Taproot LLC

BUYER: THOR CALAP LLC
on behalf of itself and its designees

By:_____

Name: Morris Missry
Title: Authorized Signatory

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