United States Bankruptcy Court
District Of New Jersey
Caption In Compliance With D.N.J. LBR 9004-1(b)

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In Re:	Chapter: 11
POOLIN TECHNOLOGY PTE. LTD. ET AL.[1],	Case No. 26-18325 (EJO) (Jointly Administered)
Debtors.	Judge: Eamonn J. O'Hagan
	Hearing Date and Time: September 29, 2026 at 11:00 a.m.

PECOS INDUSTRIAL DEVELOPMENT, LLC'S SALE OBJECTION AND RESERVATION OF RIGHTS

Pecos Industrial Development, LLC ("PID"), an affiliate of Fluidstack Inc. ("Fluidstack"), by and through its undersigned counsel, Duane Morris LLP, respectfully submits this *Sale Objection and Reservation of Rights* and, in support hereof, states as follows:[2]

[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.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Bidding Procedures Order (as defined in Paragraph 1).

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RELEVANT FACTUAL BACKGROUND

1. On September 8, 2026, in accordance with the Bidding Procedures approved by this Court pursuant to that certain *Order* entered in the above-captioned chapter 11 case on August 17. 2026 at Docket No. 138 (the "Bidding Procedures Order"), PID submitted a Bid for the Tarbush Assets, that was subsequently designated a Qualified Bid by the Debtors.

2. On September 10, 2026, PID participated in the Auction, actively bidding on the Debtor's Tarbush Assets. At the Auction, although it was a Qualified Bidder, PID was precluded from submitting an aggregate bid. *See* D.I. 240-1, Auction Transcript, 38:11 - 41:24.

3. At the conclusion of the Auction, as evidenced by the official transcript of the Auction that is attached as Exhibit A to the *Supplemental Declaration of Michael Dufrayne Regarding Auction Result and in Support of Approval of Sale and Substantially All of the Debtors' Assets* that was filed on September 23, 2026 [D.I. 240-1] ("Transcript"):

- the aggregate bid for both the Tarbush Assets and Pyote Assets in the amount of $180,000,000 submitted by Thor Calap LLC ("Thor") was declared the "winning bid" (the "Original Winning Combined Bid") and Hut 8 Corp. ("Hut 8") was declared the back-up bidder with a cash bid of $179,000,000 (Transcript 176:1-12); and

- if the Tarbush Assets and Pyote Assets are to be sold as individual lots,

    - (a) Thor was declared the "winning bid" with a cash bid in the amount of $103,000,000 (the "Original Winning Tarbush Bid"); and

    - (b) PID, inadvertently referred to as Fluidstack in the Transcript, was declared the back-up bidder with a cash bid in the amount of $100,500,000 (the "Original Back-Up Tarbush Bid") (Transcript. 176: 17-19).

4. Notwithstanding the foregoing and the closing of the Auction on September 10, 2026 at 10:40 p.m., in the *Amended Notice of Auction Results (Winning Bidder and Backup Bidders)* filed by the Debtors on September 23, 2026 at Docket No. 239 (the "Auction Results Notice"), which was filed thirteen (13) days after the Auction instead of one (1) business day

thereafter, as required by the Bidding Procedures Order, without any explanation as to why, the Debtors discarded the Original Winning Combined Bid. Instead, in the Auction Results Notice:

- Hut8's aggregate bid for both the Tarbush Assets and Pyote Assets "for cash and other consideration in the amount of $140,000,000" was declared the Winning Bid (the "New Combined Winning Bid") (Auction Results Notice at p. 3); and

- PID was declared the Back-Up Bidder for the Tarbush Assets with a cash bid of $100,500,000 (the "Tarbush Back-Up Bid") (Auction Results Notice at p. 6);.

5. The Auction Results Notice does not declare a "back-up bidder" to the New Combined Winning Bid. *See e.g.* Auction Results Notice.

6. As of the filing of this Objection and Reservation of Rights, multiple other objections have been filed with respect to the sale and/or the New Combined Winning Bid. *See* D.I. 221, 223, 224, 225, 227, 243, 244.

OBJECTION

7. The Debtors have rejected the Original Winning Combined Bid. At the same time, the New Combined Winning Bid appears to be the result of secret post-auction negotiations, which are precluded under the Bidding Procedures[3] and run afoul of the transparency that is to be afforded by the chapter 11 sale process.[4]

[3] The Bidding Procedures provide:

> The Debtors shall not consider any Bids or Overbids submitted after the closing of the Auction and any and all such Bids and Overbids shall be deemed untimely. PID, as the holder of Tarbush Back-Up Bid, remains ready, willing, and able to purchase the Tarbush Assets pursuant to the applicable asset purchase agreement that was submitted with its Bid.

D.I. 138, Bidding Procedures Order at p. 34 of 48, § D.2.(ix).

[4] *See In re Reading Broadcasting, Inc*., 386 B.R. 562, 575-76 (Bankr. E.D. Pa. 2008) ("Courts have long concluded that the ability to achieve the highest price would be undermined if bankruptcy sales were not considered final at the conclusion of an auction, unless clear evidence of impropriety in the sale process has been demonstrated."); *In re Sebert*, No. 07-15509, 2008 WL 686264, at *2 (E.D. Mich. Mar. 11, 2008) (permitting a bid after an auction conducted pursuant to court-approved bidding procedures "undermines confidence in judicial sales and discourages prospective purchasers from making their best offers in a timely and efficient manner."); see also *In re Bigler, LP,* 443 B.R. 101, 115 (Bankr. S.D. Tex. 2010) ("[a] court order reopening the auction process when procedures were clearly established,

8. In light of these controversies, in order to preserve and honor due process, PID submits that the Court should declare the back-up bidders the successful bidders.[5]

9. PID, as the holder of Tarbush Back-Up Bid, remains ready, willing, and able to purchase the Tarbush Assets pursuant to the signed asset purchase agreement it has submitted to the Debtors.

RESERVATION OF RIGHT

10. PID reserves all rights and remedies afforded to it under applicable law and in equity, including, but not limited to, the right to compel compliance with the Bidding Procedures and acceptance of the Tarbush Back-Up Bid, the right to request that the Auction be re-opened or re-noticed, and if re-opened or re-noticed, the right to request modifications and/or clarifications to the existing Bidding Procedures.

CONCLUSION

11. In light of the aforementioned controversies, in order to preserve and honor due process, PID submits that the Court declare the back-up bidders the successful bidders, and grant such other and further relief as the Court deems just and proper.

[Signature Page to Follow]

when the auction was conducted without fraud or collusion and in compliance with the procedures, and when an adequate bid was accepted, will undercut such confidence and faith in the system.").

[5] *In re Vill. Roadshow Ent. Grp. USA Inc.*, 676 B.R. 504, 510 (Bankr. D. Del. 2025) ("[t]o maintain the integrity of the auction process, the finality of an auction should only be undone in exceptional circumstances"); *In re Stanley Eng'g Corp.*, 164 F.2d 316, 318–20 (3d Cir. 1947) (holding that the bankruptcy court abused its discretion by failing approve a sale to the highest bidder at an auction in favor of a higher post-auction bid without a "finding of inadequacy of price ... [or] unfairness, fraud or mistake in the conduct of the public sale"); *In re Gil-Bern Indus., Inc.*, 526 F.2d 627, 629 (1st Cir. 1975) ("If there is no local custom to the contrary, we are in accord with the established rule that it is an abuse of discretion for a bankruptcy court to refuse to confirm an adequate bid received in a properly and fairly conducted sale merely because a slightly higher offer has been received after the bidding is closed.").

Dated: September 25, 2026

Respectfully submitted,

DUANE MORRIS LLP

By: */s/ Sommer L. Ross*

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	Judge: Eamonn J. O'Hagan

CERTIFICATION OF SERVICE

I, Sommer L. Ross, hereby certify under penalty of perjury the following:

1. I am an attorney at Duane Morris LLP and counsel to Pecos Industrial Development, LLC ("PID"), an affiliate of Fluidstack Inc. ("Fluidstack") in the above-captioned case ("Chapter 11 Case").

[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.

2. On September 25, 2026, I caused a true and correct copy of *Pecos Industrial Development, LLC's Sale Objection and Reservation of Rights* filed in the Chapter 11 Case to be served *via* E-Mail on the parties set forth in the chart attached hereto.

3.

Dated: September 25, 2026

/s/ Sommer L. Ross
Sommer L. Ross

Objection Notice Parties Service List

Name and Address of Party Served	**Relationship of Party to the Case**	**Mode of Service**
Stephen M. Packman, Esq. Alexander J. Andrews, Esq. Archer & Greiner, P.C. 1025 Laurel Oak Road Voorhees, NJ 08043	Debtors' Counsel	Via E-Mail: spackman@archerlaw.com aandrews@archerlaw.com
Office of the United States Trustee Jeffrey M. Sponder, Esq. One Newark Center, Ste 2100 Newark, NJ 07102	Office of the U.S. Trustee	Via E-Mail: Jeffrey.M.Sponder@usdoj.gov
Pachulski Stang Ziehl & Jones LLP Bradford J. Sandler, Esq. 1700 Broadway, 36th Floor New York, NY 10019	Counsel for the Official Committee	Via E-Mail: bsandler@pszjlaw.com
Andrew M. Carty, Esq. Brown Rudnick LLP 7 Times Square New York, NY 10036	Counsel for Hut 8 (the New Combined Winning Bidder)	Via E-Mail:] acarty@brownrudnick.com
Ilana Volkov, Esq. McGrail & Bensinger LLP 888-C 8th Ave. #107 New York, NY 10019,	Counsel for Digipower X Inc. (the Back-Up Bidder for Pyote Assets)	Via E-Mail: ivolkov@mcgrailbensinger.com