

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

IN RE:	§	
	§	
PRIVATE LENDER NETWORK, LLC,	§	CASE NO. 25-10742
	§	
DEBTOR.	§	Chapter 11
	§	

**DISCLOSURE STATEMENT OF
PRIVATE LENDER NETWORK UNDER 11 U.S.C. §1125**

DATED: September 17, 2025

Ron Satija (TX 24039158)
HAYWARD PLLC
7600 Burnet Rd, Ste. 530
Austin, TX 78757
737.881.7102 (phone/fax)
rsatija@haywardfirm.com
ATTORNEYS FOR DEBTOR

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IMPORTANT NOTICE AND DISCLAIMER

THIS DISCLOSURE STATEMENT HAS BEEN PREPARED IN ACCORDANCE WITH SECTION 1125 OF THE BANKRUPTCY CODE AND RULE 3016 OF THE FEDERAL RULES OF BANKRUPTCY PROCEDURE, AND NOT NECESSARILY IN ACCORDANCE WITH FEDERAL OR STATE SECURITIES LAWS OR OTHER NON-BANKRUPTCY LAW. THIS DISCLOSURE STATEMENT WAS PREPARED TO PROVIDE HOLDERS OF CLAIMS AGAINST THE DEBTOR WITH “ADEQUATE INFORMATION” (AS DEFINED IN THE BANKRUPTCY CODE) SO THAT THEY CAN MAKE AN INFORMED JUDGMENT ABOUT THE PLAN. THIS DISCLOSURE STATEMENT AND ALL EXHIBITS HERETO, INCLUDING THE PLAN, SHOULD BE READ. PLAN SUMMARIES AND STATEMENTS MADE IN THIS DISCLOSURE STATEMENT ARE QUALIFIED IN THEIR ENTIRETY BY REFERENCE TO THE PLAN AND THE EXHIBITS ANNEXED TO THE DISCLOSURE STATEMENT AND THE PLAN.

THERE HAS BEEN NO INDEPENDENT AUDIT OF THE FINANCIAL INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT EXCEPT AS EXPRESSLY INDICATED HEREIN. THIS DISCLOSURE STATEMENT WAS COMPILED FROM INFORMATION OBTAINED FROM NUMEROUS SOURCES BELIEVED TO BE ACCURATE TO THE BEST OF THE DEBTOR’S KNOWLEDGE, INFORMATION AND BELIEF. NO GOVERNMENTAL AUTHORITY HAS PASSED ON, CONFIRMED OR DETERMINED THE ACCURACY OR ADEQUACY OF THE INFORMATION CONTAINED HEREIN.

NOTHING STATED HEREIN WILL BE DEEMED OR CONSTRUED AS AN ADMISSION OF ANY FACT OR LIABILITY BY ANY PARTY, OR BE ADMISSIBLE IN ANY PROCEEDING INVOLVING THE DEBTOR OR ANY OTHER PARTY, OR BE DEEMED CONCLUSIVE EVIDENCE OF THE TAX OR OTHER LEGAL EFFECTS OF THE PLAN ON THE DEBTOR OR HOLDERS OF CLAIMS OR EQUITY INTERESTS. CERTAIN STATEMENTS CONTAINED HEREIN, BY NATURE, ARE FORWARD-LOOKING AND CONTAIN ESTIMATES AND ASSUMPTIONS. THERE CAN BE NO ASSURANCE THAT SUCH STATEMENTS WILL REFLECT ACTUAL OUTCOMES.

THE STATEMENTS CONTAINED HEREIN ARE MADE AS OF THE DATE HEREOF, UNLESS ANOTHER TIME IS SPECIFIED. THE DELIVERY OF THIS DISCLOSURE STATEMENT WILL NOT BE DEEMED OR CONSTRUED TO CREATE ANY IMPLICATION THAT THE INFORMATION CONTAINED HEREIN IS CORRECT AT ANY TIME AFTER THE DATE HEREOF.

HOLDERS OF CLAIMS AND EQUITY INTERESTS SHOULD NOT CONSTRUE THE CONTENTS OF THIS DISCLOSURE STATEMENT OR THE PLAN AS PROVIDING ANY LEGAL, BUSINESS, FINANCIAL OR TAX ADVICE. THEREFORE, EACH SUCH HOLDER SHOULD CONSULT WITH ITS OWN LEGAL, BUSINESS, FINANCIAL AND TAX ADVISORS AS TO ANY SUCH MATTERS CONCERNING THIS DISCLOSURE STATEMENT OR THE PLAN AND THE TRANSACTIONS CONTEMPLATED THEREBY. NO SOLICITATION OF VOTES HAS BEEN OR MAY BE MADE EXCEPT

PURSUANT TO THIS DISCLOSURE STATEMENT AND 11 U.S.C. § 1125 AND NO PERSON HAS BEEN AUTHORIZED TO USE ANY INFORMATION CONCERNING THE DEBTOR TO SOLICIT ACCEPTANCES OR REJECTIONS OF THE PLAN OTHER THAN THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT. CREDITORS SHOULD NOT RELY ON ANY INFORMATION RELATING TO THE DEBTOR OTHER THAN THAT CONTAINED IN THIS DISCLOSURE STATEMENT AND THE EXHIBITS ATTACHED HERETO OR SUBMITTED HEREWITH.

EXCEPT AS SET FORTH IN THIS DISCLOSURE STATEMENT AND THE EXHIBITS, NO REPRESENTATION CONCERNING THE DEBTOR, ITS ASSETS, PAST OR FUTURE OPERATIONS, OR CONCERNING THE PLAN IS AUTHORIZED, NOR ARE ANY SUCH REPRESENTATIONS TO BE RELIED UPON IN ARRIVING AT A DECISION WITH RESPECT TO THE PLAN. ANY REPRESENTATIONS MADE TO SECURE ACCEPTANCE OR REJECTION OF THE PLAN OTHER THAN AS CONTAINED IN THIS DISCLOSURE STATEMENT SHOULD BE REPORTED TO COUNSEL FOR THE DEBTOR.

NEITHER DELIVERY OF THE DISCLOSURE STATEMENT NOR ANY EXCHANGE OF RIGHTS MADE IN CONNECTION WITH THE DISCLOSURE STATEMENT AND THE PLAN SHALL UNDER ANY CIRCUMSTANCES IMPLY THAT THERE HAS BEEN NO CHANGE IN THE FACTS SET FORTH HEREIN SINCE THE DATE THE DISCLOSURE STATEMENT AND THE MATERIALS RELIED UPON IN PREPARATION OF THE DISCLOSURE STATEMENT WERE COMPILED.

THE APPROVAL BY THE BANKRUPTCY COURT OF THIS DISCLOSURE STATEMENT DOES NOT CONSTITUTE AN ENDORSEMENT BY THE BANKRUPTCY COURT OF THE PLAN OR A GUARANTEE OF THE ACCURACY OR THE COMPLETENESS OF THE INFORMATION CONTAINED HEREIN.

THIS DISCLOSURE STATEMENT AND THE PLAN ATTACHED HERETO SHOULD BE READ IN THEIR ENTIRETY PRIOR TO VOTING ON THE PLAN. FOR THE CONVENIENCE OF HOLDERS OF CLAIMS, THE TERMS OF THE PLAN ARE SUMMARIZED IN THIS DISCLOSURE STATEMENT, BUT ALL SUMMARIES ARE QUALIFIED IN THEIR ENTIRETY BY THE PLAN, WHICH CONTROLS IN THE EVENT OF ANY INCONSISTENCY WITH THIS DISCLOSURE STATEMENT.

I. INTRODUCTION

A. Identity of the Debtor

The current name of the Debtor is Private Lender Network LLC ("PLN" or the "Debtor").
The Debtor is a Texas limited liability company. A further discussion of the history of the Debtor and its transition to operations under the name PLN are detailed at Article II hereinafter. The Debtor filed a voluntary petition for reorganization under chapter 11 of the United States Bankruptcy Code, 11 U.S.C. § 101, et seq. ("Code") on May 20, 2025 in the United States Bankruptcy Court for the Western District of Texas, Austin Division ("Bankruptcy Court"). The

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Debtor has been operating as debtor-in-possession pursuant to 11 U.S.C. §§ 1107 and 1108 since the bankruptcy filing.

B. General Information Concerning Disclosure Statement

The Debtor has prepared and filed this Disclosure Statement consistent with the provisions of the Bankruptcy Code. The purpose of the Plan is to maximize recovery to the Creditors. The Debtor believes that the Plan achieves maximum recovery to all Creditors while facilitating the reorganization of the Debtor.

The Debtor submits this Disclosure Statement pursuant to 11 U.S.C. § 1125 and Rules 3016 and 3017 of the Federal Rules of Bankruptcy Procedure (“Bankruptcy Rules”) to all Creditors of the Debtor for the purpose of disclosing that information which the Court has determined is material, important, and necessary for creditors and the members of the Debtor in order to arrive at an intelligent, reasonably, informed decision in exercising the right to vote for acceptance or rejection of the Debtor’s Plan of Reorganization, incorporated herein (“Plan”).

This Disclosure Statement describes the reorganization of the Debtor including the specific treatment you, as a Creditor, will receive under the Plan. The disclosure of information contained here is submitted as an aid and supplement to your review of the Plan in an effort to explain the terms and implications of the Plan. If any questions arise, the Debtor urges you to contact the Debtor’s counsel and every effort will be made to address your questions. You are also urged to consult with your own counsel.

C. Definitions

Capitalized terms used herein are defined herein and in the DEFINITIONS in the Plan. If not defined, capitalized terms have the meanings assigned to in the Bankruptcy Code and Bankruptcy Rules.

D. Answers to Commonly Asked Questions

As part of the Debtor’s effort to inform Creditors regarding the Debtor’s Plan and the Plan confirmation process, the following summary provides answers to various questions which are often asked by a party receiving a disclosure statement.

THE FOLLOWING SUMMARIES ARE QUALIFIED IN THEIR ENTIRETY BY THE PLAN, WHICH CONTROLS IN THE EVENT OF ANY INCONSISTENCY.

1. WHO IS THE DEBTOR?

Private Lender Network LLC

2. HOW LONG HAS THE DEBTOR BEEN IN CHAPTER 11?

The Debtor filed its bankruptcy on May 20, 2025.

3. WHAT IS CHAPTER 11?

Chapter 11 is the business reorganization provision of the Bankruptcy Code. It permits a Debtor to submit a Plan of Reorganization providing for the sale, distribution or retention of its assets to be used for the repayment of its debts on terms it believes to be manageable.

4. WHAT IS THE DEBTOR ATTEMPTING TO DO IN CHAPTER 11?

The principal objective of a Chapter 11 case is confirmation (approval) of a plan of reorganization that enables a financially distressed debtor to restructure its debts and its assets. A plan of reorganization sets forth the means for treating impaired and unimpaired claims against a debtor. A claim is impaired under a plan of reorganization if the plan provides that such claim will not be repaid in full or that the legal, equitable, or contractual rights of the holder of such claim will be altered. A claim is unimpaired if it will be paid in full or the legal, equitable, or contractual rights of the holder of such claim are not altered by the plan of reorganization. A holder of an impaired claim generally is entitled to vote on a plan of reorganization if such claim has been allowed under Section 502 of the Bankruptcy Code.

5. IF THE PLAN OF REORGANIZATION GOVERNS HOW MY CLAIM IS TREATED, WHY AM I RECEIVING THIS DISCLOSURE STATEMENT?

The Bankruptcy Code requires that a debtor solicit acceptances and rejections of its proposed Plan before the Plan can be confirmed (approved) by the Bankruptcy Court. Before a debtor can solicit acceptance of its Plan, the Bankruptcy Court must approve the Disclosure Statement and determine that the Disclosure Statement contains information adequate to allow creditors to make informed judgments about the Plan. After Bankruptcy Court approval of the Disclosure Statement, then the Disclosure Statement, the proposed Plan and a ballot are sent to the holders of claims. The creditors then have the opportunity to vote on the Plan.

6. HAS THIS DISCLOSURE STATEMENT BEEN APPROVED BY THE COURT?

Yes. The Court approved this Disclosure Statement on _____. Before a Plan of Reorganization can be confirmed, the Bankruptcy Court must find that a debtor's Disclosure Statement contains information of a kind, and in sufficient detail, as far as is reasonably practicable in light of the nature and history of the debtor and the condition for the debtor's books and records to enable a hypothetical, reasonable investor typical of holders of claims of the relevant classes to make an informed judgment whether to vote to accept or reject the Plan. The Bankruptcy Court's approval of the Disclosure Statement in this case does not constitute an endorsement of any of the information contained in either the Disclosure Statement or the Plan.

Likewise, although the Debtor has utilized information believed to be accurate in preparing this Disclosure Statement, neither the Debtor nor its counsel warrant the accuracy of the information contained in or relied upon in preparing this Disclosure Statement nor should the Disclosure Statement be construed to be any representation or warranty

whatsoever, express, implied or otherwise, that the Plan is free from risk, that acceptance or confirmation of the Plan will result in a risk-free or assured restructuring of the debts of the Debtor, or that the projections or plans of the Debtor for payment will be realized.

7. WHY IS CONFIRMATION OF THE PLAN OF REORGANIZATION IMPORTANT?

Confirmation (approval) of the Plan by the Bankruptcy Court is necessary for the Debtor to provide the proposed payment to Creditors under the Plan. Unless the Plan is confirmed by the Bankruptcy Court, the Debtor is legally prohibited from paying you what has been proposed in the Plan.

8. WHAT IS NECESSARY TO CONFIRM THE PLAN OF REORGANIZATION?

At the hearing scheduled by the Bankruptcy Court for _____ .m. (Central time), in the U.S. Bankruptcy Court, 903 San Jacinto Blvd., Courtroom 1, Austin, Texas 78701, the Bankruptcy Court will consider whether the Plan of Reorganization should be confirmed. Section 1129 of the Bankruptcy Code contains the requirements for confirmation of a Plan of Reorganization.

YOUR VOTE IS IMPORTANT.

In order for the Plan to be accepted by creditors, at least two-thirds in amount and more than one-half in number of the voting creditors in each class must affirmatively vote for the Plan. Even if all classes of claims accept the Plan, the Bankruptcy Court may refuse to confirm the Plan. The Bankruptcy Court must also find that the Plan complies with the applicable provisions of the Bankruptcy Code and that the proponent of the Plan has also complied with the Bankruptcy Code. The Bankruptcy Court must also find that the Plan has been proposed in good faith and not by any means forbidden by law. The Bankruptcy Court must find that the proponent of the Plan (here, the Debtor) has disclosed the identity and affiliation of the persons who will manage the Debtor after confirmation, that the appointment of such persons is consistent with the interest of creditors and equity security holders and with public policy, and that the identity and compensation of any insiders that will be employed or retained by the reorganized Debtor has been disclosed. The Bankruptcy Court must additionally find that each class of claims has either accepted the Plan or will receive at least as much as it would under a Chapter 7 liquidation. The Bankruptcy Code also provides for the treatment of certain priority claims. If any classes of claims are impaired under the Plan, the Court must find that at least one class of claims that is impaired has accepted the Plan without counting any votes by insiders. The Court must also find that confirmation of the Plan is not likely to be followed by the liquidation or the need for further reorganization of the Debtor. Additionally, the Plan must provide for payment of fees to the United States Trustee.

In the event that the Plan is not accepted by all classes of claims or interest, the Debtor may attempt to obtain confirmation under what is known as “cram-down.” To obtain confirmation by cram-down, in general, the Bankruptcy Court must find that the Plan does not discriminate unfairly and is fair and equitable with respect to each class of

claims or interests that is impaired by the Plan and has not accepted the Plan. The Code provides several options for a Plan to be “fair and equitable” to a secured creditor, which includes the secured creditor retaining its lien and receiving deferred cash payments at a market interest rate totaling either the value of the property securing the claim or the amount of the allowed claim as found by the Bankruptcy Court, whichever is less. With respect to a class of unsecured claims, the requirement that a Plan be “fair and equitable” requires that the holder of an unsecured claim be paid the allowed amount of its claim or that no junior interest receive or retain any property on account of its prior claim. In the event that the Plan is not accepted by all classes, notice is hereby given that the Debtor will seek to obtain confirmation of the Plan through “cram-down.”

9. ARE CREDITORS ENTITLED TO VOTE ON THE PLAN?

Yes, each impaired Creditor is entitled to vote on the Debtor’s proposed Plan. If you are a Creditor, a ballot to be used for voting on the Plan has been distributed to you with this Disclosure Statement. If you lose your Ballot, you may request another one from Debtor’s counsel. Instructions for completing and returning the Ballot are set forth on the Ballot and should be reviewed carefully.

10. HOW WILL THIS PLAN TREAT MY CLAIM?

People who are owed money by the Debtor hold what is known as a “claim.” The Plan organizes claims into classes based upon the type of claim and the treatment which it will receive under the Plan. In order to determine how the Plan treats your claim, you must first determine which class covers your claim. To find the treatment of your claim, look in the Table of Contents to find the category which best describes your claim. Many creditors will hold what are known as unsecured claims.

11. WHEN IS THE DEADLINE FOR RETURNING MY BALLOT?

The Bankruptcy Court has directed that, in order to be counted for voting purposes, the Debtor must receive your ballot by no later than 5:00 p.m. (prevailing central time), on _____ (“Voting Deadline”), at the following address:

PLAN BALLOTS-Private Lender Network
c/o Hayward PLLC
Attn: Ron Satija
7600 Burnet Rd, Ste. 530
Austin, TX 78757

You may also vote by facsimile transmission by sending your ballot to PLAN BALLOTS Private Lender Network c/o Hayward PLLC Attn: Ron Satija, fax no. (737) 881-7102 so that it is received by the Voting Deadline or by sending a “pdf” file of your scanned ballot attached to an email addressed to rsatija@haywardfirm.com with the language “PLAN BALLOTS-PLN” in the subject line.

IT IS IMPORTANT THAT ALL CREDITORS VOTE ON THE PLAN. THE DEBTOR BELIEVES THAT THE PLAN PROVIDES THE BEST POSSIBLE RECOVERY TO

CREDITORS. FOR THIS REASON THE DEBTOR BELIEVES THAT ACCEPTANCE OF THE PLAN IS IN THE BEST INTERESTS OF THE CREDITORS AND RECOMMENDS THAT ALL CREDITORS VOTE TO ACCEPT THE PLAN.

II. INFORMATION CONCERNING THE DEBTOR

A. Overview of the Debtor; Ownership, Management and Affiliate Structure

Based upon the records with Office of the Secretary of State for the State of Texas (the "SOS"), PLN was originally organized in under the name "Streamline Funding Group, LP, a Texas limited partnership. In 2008, Streamline Funding Group, LP converted to a Texas limited liability company and changed its name to Streamline Funding Group, LLC" ("SFG"). In January 2019 SFG and Noble Capital Servicing, LLC ("NCS") merged. Pursuant to the Certificate of Merger, SFG was to be the surviving entity. In December 2019 SFG filed its Restated Certificate of Formation with New Amendments which changed the name of SFG to PLN. Though PLN continued to report its identification as SFG in 2020, from and after 2021 PLN accurately reported its identity on the annual Public Information Reports filed with the SOS.

PLN contends that its business model is the servicing of investor-funded real-estate loans. PLN contends and David and Beth Quy (the "Quys") dispute that PLN holds record (bare) title to collateral as nominee for administrative convenience, while investors hold the beneficial/equitable interests pursuant to written Loan Servicing Agreements ("LSA") executed between PLN or its predecessor(s) and an investor. PLN contends that its sole member is Noble Capital Ventures, LLC ("NCV").¹ PLN is part of a broader family of affiliated investment and servicing entities (together, the "Noble/Emerge Affiliates") with overlapping management. A current organizational chart identifying PLN's direct owner, key upstream and sister entities, and managers is provided herewith as Exhibit A.

B. Business Model and Project Funding Mechanics

The Debtor contends and the Quys dispute that the LSA's in place between PLN or its predecessors- set out the servicing/nominee framework, standard waterfalls, fees, and reporting. The Debtor contends that the LSA's tie specific investor capital to specific projects/loans and to allocate beneficial interests and cash flows at the project level.

PLN contends and the Quys dispute, despite the detail in the immediately preceding paragraph, that the LSA's are actually only master documents and can represent the investment of the signing investor across multiple deals. The Debtor contends that the totality of the LSA's, wire confirmations, cancelled checks, investor ledgers, and loan servicing software evidence the timing and tracing of an individual investor's stake in a project. The Debtor has not scheduled all of its alleged investors but will, prior to the hearing on the approval of this Disclosure Statement, amend its schedules to identify each counterparty to an active LSA, disclose whether the Debtor contends

¹ The records on file with the SOS reveal that Noble Capital Group, LLC is the 100% owner of PLN, not NCV. PLN's Manager is Grady E. Collins. PLN contends that NCV's manager is Jadon F. Newman, however, again, the SOS records reflect that the Manager of NCV is Grady E. Collins. PLN contends that these documents may be the result of an error by a third party CPA, and once it is able, whether during the bankruptcy case or after reorganization, it will correct any mistaken filings.

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Deleted: written agreements (defined herein as the "Servicing/Participation Agreements").

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Deleted: The Debtor is a Texas limited liability company. The Debtor's business is to administer loans and perform related services for individual and institutional investors. The Debtor has been in business since 2005 and was formerly known as Noble Capital Servicing LLC. It is currently servicing twenty-three (23) loans. In each case, the Debtor enters into certain Loan Servicing Agreements ("LSAs") with its investors, which spell out the rights and responsibilities of each party.

Deleted: <#>Management of the Debtor¶ The Manager of the Debtor is Grady E. Collins. The Debtor is 100% owned by Noble Capital Ventures, LLC, whose Manager is Jadon F. Newman. PLN discloses that its manager and NCV's manager have served in managerial roles across several Noble/Emerge Affiliates at different times. The organizational chart in the Plan Supplement will list key officer/manager overlaps and ownership to facilitate creditor diligence. PLN will also include a brief timeline of significant name changes, mergers, and assumed names to minimize confusion created by legacy nomenclature across the affiliated platform.¶ **Corporate History; Name Changes; SOS Records¶** According to Texas Secretary of State ("SOS") records, PLN's lineage includes a merger involving Noble Capital Servicing, LLC and Streamline Funding; the surviving entity subsequently adopted the name Private Lender Network, LLC in 2019. The Debtor will attach to the Plan Supplement SOS printouts reflecting the merger filings, name-change certificates, and any recorded assumed nam(...

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that each such agreement is executory in nature, and identify the currently liability, if any, of the Debtor to the LSA counterparty. The Debtor will also identify prior to the hearing on the Disclosure statement each document, whether recorded or unrecorded, which purports to secure the position of each identified investor in each property which the Debtor contends title is held by the Debtor for such investor.

Deleted: representative samples of these Participation and records for major projects (including 2405 Tower) in the Plan Supplement, with investor names redacted where appropriate to protect privacy and comply with confidentiality obligations

PLN does not contend that investor claims “prime” or “leapfrog” legitimate general creditors by lien or priority created in bankruptcy. Rather, PLN contends and the Quys dispute that investors own the beneficial/equitable interests in the specific collateral (and its proceeds) outside of bankruptcy by contract and equity. PLN further contends and the Quys dispute that PLN holds only bare legal title as nominee/servicer. 11 U.S.C. § 541(d) provides that the property in which the debtor holds only legal title and not an equitable interest becomes estate property “only to the extent of the debtor’s legal title... but not to the extent of any equitable interest”. PLN contends and the Quys dispute that the real property assets titled in the name of the Debtor (whether NCS, PLN or otherwise) are not estate property and are not available to satisfy estate general unsecured claims; the estate’s economic interest is limited to contracted servicing fees and documented reimbursements. The Quys contend and the Debtor disputes that all of the assets titled in the name of the Debtor (whether NCS, PLN or otherwise) are property of the estate, should be identified on Schedule A, and all of the “investors” should be listed as unsecured creditors or, alternatively, executory contract counterparties whose contractual agreements with the Debtor will either be accepted or rejected in accordance with 11 U.S.C. §365.

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PLN acknowledges that no deed or public filing reflects the beneficial interests of the investors. PLN contends and the Quys dispute that the LSAs, servicing records and course of dealing evidence the trust/nominee arrangement. PLN will also present those records in the adversary proceeding concerning Tower and in connection with confirmation, as needed, and has already produced core records to parties in interest.

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E. Events Leading to the Filing

1. House Mosaic Litigation and Appointment of Receiver

Beginning in 2017, House Mosaic Holdings, LLC (“House Mosaic”) prosecuted claims against the Debtor’s predecessor, Noble Capital Servicing, LLC, in the 133rd Judicial District Court of Harris County, Texas (Cause No. 2017-80445). After a jury trial on September 13, 2024, the state court rendered a Final Judgment in November 2024 in favor of House Mosaic, awarding \$2,958,229.77 in actual damages, prejudgment interest at 8.5%, attorneys’ fees, costs, and post-judgment interest. On January 30, 2025, the court appointed Travis B. Vargo as a turnover receiver (the “Receiver”).

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2. Quy/Matson Litigation Concerning the Tower Property

On August 22, 2020 Grady Collins on behalf of NCS, and the Quys entered into a One To Four Family Residential Contract (Resale) (the “Quy Contract”) for the sale by Noble Capital Servicing, LLC to the Quys of the real property and improvements located at 2405 Tower Drive, Austin, Texas (the “Tower Property”). The State Court judgment in the Tower Lawsuit, *infra.*, found that NCS failed to close, but NCS contends it is specifically contesting this. In same year

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the Quys filed suit against NCS for specific performance pursuant to paragraph 15 of the Quy Contract (the “Tower Lawsuit”). Thereafter, John and Elizabeth Matson (the “Matsons”) intervened in the Tower Lawsuit. The Quys were granted summary judgment on their specific performance claims and awarded attorneys fees in the amount of \$211,424.00 plus additional attorneys’ fees upon the successful defense against any appeal commenced by NCS. Money damages in amount of \$910,000.00 plus attorneys’ fees, pre-judgment and post judgment interest were awarded to the Matsons. The Amended Final Judgment which incorporated the awards in favor of the Quys and the Matsons was entered on December 22, 2023. NCS appealed the Amended Final Judgment which was pending under Case No. 03-24-00178-CV on the Petition Date in the Third Court of Appeals (Austin).

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Separately, David and Beth

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Deleted: litigated issues concerning the sale and disposition of the 2405 Tower property (the “Tower Property”).

Postpetition, the Bankruptcy Court granted limited relief from stay to allow the parties (including House Mosaic, the Quys and Matsons) to prosecute/defend the pending appeals to conclusion, while keeping enforcement stayed without further order of the Court.

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Deleted: , and related state-court proceedings; the Debtor’s Schedules list that appeal and associated matters.

Deleted: The Matsons hold a money judgment that is on appeal. Quy contends it is entitled to specific performance of a Tower purchase agreement, which the Debtor disputes; that specific-performance claim is also on appeal.

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3. Lien / §541(d) Dispute; Adversary Proceeding; Receiver Allegations

House Mosaic’s judgment was followed by the Receiver’s appointment on January 30, 2025. The Debtor contends that any House Mosaic judgment lien does not attach to the Tower Property. The Debtor contends and the Quys dispute that PLN holds only bare legal title as nominee/servicer. The Debtor further contends and Quys dispute that the investors hold the beneficial/equitable interests under the LSA’s. The Debtor contends and Quys dispute that the estate of the Debtor does not include title to the real property and improvements titled in the name of the Debtor as the Debtor asserts that it holds only bare legal title for the benefit of investors.

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To obtain clarity, the Debtor has filed an adversary proceeding seeking (1) a declaration under §541(d) that NCS/PLN does not own the Tower Property, and (2) a determinations of the validity, priority, extent, and amount (if any) of any House Mosaic lien against the Tower Property. House Mosaic and the Quys dispute the Debtor’s position (the “Tower Adversary”). The Tower Adversary is presently pending under Adversary Case No. 25-01037. The Debtor, though seeking determination of title, did not include the Quys as defendants in the Tower Adversary. The Debtor is informed that the Quys intend to intervene in the Tower Adversary. Additionally, the Receiver has alleged that certain prepetition transfers disclosed in the Debtor’s Statement of Financial Affairs (SOFA) are fraudulent transfers. The Debtor disputes those allegations. In summary the Debtor contends that (i) several transfers involved non-estate, investor-beneficial proceeds administered by the Debtor as servicer/nominee; (ii) other transfers were ordinary-course inter-affiliate reimbursements/cost allocations for services actually rendered, at or near reasonably equivalent value; (iii) certain 2024–2025 activities reflected corporate rationalization (including Noble Capital Properties’ name change to Emerge in September 2024) and routine titling/cleanup associated with winding down or earmarking assets for investor exits; and (iv) the Debtor has preserved books and records and is prepared to substantiate value and purpose. The Quys, House Mosaic and the Receiver each dispute the rationalization of the Debtor and contend that the Debtor and its affiliates have and continue to manipulate assets of the Debtor for the beneficial interests of the upstream principals.

These issues are being or will be litigated in the proper forums (including claims-objection proceedings, the §541(d)/lien adversary, and, where applicable, state-law defenses) and are not

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adjudicated by this Disclosure Statement. Each of the Quys, House Mosaic, and the Receiver reserve their rights, claims, counterclaims, defenses and objections for presentation in connection any and all contested matters and adversary proceedings to which they may be or become a party. The Plan does not rely on avoidance recoveries; all Chapter 5 causes of action are preserved. The Plan treats the House Mosaic, Quy, and Matson claims as disputed, provides class-specific reserves, and allows distributions to continue while appeals and the adversary proceed to Final Orders.

1. The Decision to Seek Chapter 11 Protection

PLN alleges that it sought bankruptcy protection due to the Receiver's action filed April 14, 2025, which impacted PLN's ability to do business by seeking to prevent or reverse ordinary-course transfers and lien releases.

On May 20, 2025, PLN paid a prepetition retainer to Hayward PLLC in connection with restructuring and bankruptcy advice. The same day, PLN filed its voluntary Chapter 11 petition in the Western District of Texas, Austin Division (Case No. 25-10742). A § 341 meeting was noticed for June 17, 2025 and the claims bar date set for September 15, 2025.

Immediately thereafter, PLN sought first-day relief (employment of counsel, wage/benefit motion, and cash collateral authority), with a final cash collateral order entered on June 16, 2025.

C. Postpetition Case Milestones Relevant to Prepetition Disputes

1. Because many of the key disputes began prepetition (House Mosaic judgment/lien issues; Quy/Matson Tower claims; receivership filings), PLN has (i) commenced an adversary proceeding to resolve whether any House Mosaic lien can attach to the Tower Property given investors' equitable ownership, and (ii) sought targeted stay relief to let pending appeals proceed to finality while preserving the estate from collection risk.

2. Operations: Since the bankruptcy filings, Debtor has continued to operate and has filed Monthly Operating Reports, which are attached hereto as Exhibit B.

3. Other Bankruptcy Proceedings of note

A creditors' meeting under §341 of the Bankruptcy Code was held on June 17, 2025, at which the Debtor appeared and testified. No official Committee of Unsecured Creditors has been appointed.

The Bar Date for government agencies' Claims is November 16, 2025, and the Bar Date for all other Claims passed on September 15, 2025.

III. FINANCIAL INFORMATION

The financial information contained herein has been prepared by the Debtor internally with the assistance of its attorneys.

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The House Mosaic Litigation and appointment of Receiver ¶ Beginning in 2017, House Mosaic Holdings, LLC ("House Mosaic") prosecuted claims against PLN's predecessor, Noble Capital Servicing, LLC, in the 133rd Judicial District Court of Harris County, Texas, Cause No. 2017-80445. After a jury trial on September 13, 2024, the state court rendered a Final Judgment in November 2024 for House Mosaic, awarding \$2,958,229.77 in actual damages, prejudgment interest at 8.5%, attorneys' fees, and costs, with post-judgment interest. On January 30, 2025, Travis B. Vargo was appointed turnover receiver ("Receiver").¶

¶ Tower Lane¶

In the case of defaulted loan, it is sometimes necessary for PLN to foreclose on properties which secure the loan so that it might sell those properties for the benefit of its investors. As part of that model, PLN's previous business model involved taking record title to collateral in its name for administrative convenience, while equitable/beneficial ownership resides with the underlying investor lenders pursuant to servicing agreements. One such asset is 2405 Tower Lane, Austin, Texas 78703 (the "Tower Property"), where PLN holds bare legal title and the investors hold the economic interest. ¶

¶ PLN disputes that House Mosaic's judgment lien attaches to the Tower Property because PLN holds only record title and no equitable or beneficial interest; PLN has filed an adversary complaint seeking declarations under 11 U.S.C. § 541(d) and to determine the validity, priority, and extent of any asserted lien. ¶

¶ Quy/Matson Litigation Concerning the Tower Property¶

¶ Separately, David and Beth Quy and John and Elizabeth Matson litigated issues relating to sale of the Tower Property. On the petition date, appeals were pending in the Third Court of Appeals (Austin), Case No. 03-24-00178-CV; PLN's Schedules list that appeal and related state-court proceedings. Mention judgment. Quy contends ¶

¶ Postpetition, PLN is seeking limited relief from stay to allow the parties (including the Quys and Matsons) to prosecute/defend the pending appeals to conclusion, while keeping enforcement stayed—underscoring that these disputes were actively ongoing as PLN entered Chapter 11. ¶

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A. Pre-Bankruptcy

PLN's Bankruptcy Schedules (which were filed with the Bankruptcy Court on June 3, 2025, and are available for review by interested parties) reflected assets of approximately \$ 94,888.33 and liabilities of approximately \$ 4,200,289.66 as of May 20, 2025.

B. Financial Results since Filing Bankruptcy

The Debtor has attached hereto its Monthly Operating Reports as Exhibit B.

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C. Liquidation Value/Analysis

Confirmation requires that each impaired, non-accepting creditor receive at least as much under the Plan as it would in a hypothetical Chapter 7 liquidation as of the Effective Date. The Debtor's Liquidation Analysis (attached as Exhibit C) applies conservative assumptions, including that the Estate holds only bare legal title to Tower Property and 8503 Lake Vista under §541(d) (so no equity from those properties would be available in Chapter 7). The Quys, Matsons, House Mosaic and the Receiver each dispute that the Debtor's Liquidation Analysis is an accurate reflection of the asset structure of the Debtor. The Quys, Matsons, House Mosaic and the Receiver each contend that the fair market value of the Tower Property and 8503 Lake Vista should be included in the Debtor's Liquidation Analysis so that an appropriate calculation of the "new value" required of the equity owners of the Debtor for retention of their equity interests. The Debtor contends that the Liquidation Analysis reflects typical Chapter 7 costs (trustee commission, professional fees, taxes, and wind-down expenses). The Debtor contends and the Quys, Matsons, House Mosaic and the Receiver dispute the assumptions which artificially deflate the true asset value of the Debtor and project Chapter 7 recoveries to general unsecured creditors at de minimis to zero levels. The Debtor contends and the Quys, Matsons, House Mosaic, and the Receiver dispute that the distributions enabled by the \$100,000 investor new-value contribution plus payments of \$1,000 per month Net Disposable Income, results in a greater recovery to the creditors than in liquidation. Accordingly, the Debtor believes and the Quys, Matsons, House Mosaic and the Receiver dispute that the Plan satisfies §1129(a)(7).

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IV. PLAN OF REORGANIZATION

A. Overview of the Plan

4.1 The Plan channels (i) the Debtor's quarterly Net Disposable Income and (ii) a \$100,000 investor contribution into a distribution fund, pays administrative and priority claims first, and then distributes pro rata to general unsecured creditors. Disputed litigation claims—House Mosaic (Class 2) and Quy (Class 3)—are separately classified with estimation/temporary-allowance procedures and dedicated reserves so the Bankruptcy Case can move forward while appeals proceed. In the instance that House Mosaic prevails in its appeal and, per a final order, adjudged to have an Allowed Secured Claim, it will recover the net sale proceeds of the Estate's interest in the Tower Property under §1129(b)(2)(A), with any shortfall will be treated as a Class 4 unsecured deficiency; if, at the conclusion of the appeal, House Mosaic has an allowed claim that is not secured, House Mosaic will share in Class 4 (General Unsecured) pro rata.

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If the Quys prevail in the pending appeal and their judgment for specific performance is affirmed, the Tower Property will be sold to the Quys by the Debtor for an amount equal to the Purchase Price defined in the Tower Contract less all attorneys' fees awarded to the Quys by final court order, and the necessary costs of repairs to deliver the Tower Property in the condition that it existed on the original Closing Date under the Tower Contract. The net proceeds from the sale of the Tower Property will be paid consistent with the determination in the Tower Adversary. The Plan preserves all claims and causes of action the Estate has or may have against third parties. The Debtor contends and the Quys, Matsons, House Mosaic and the Receiver dispute that the structure of the Plan is designed to maximize recoveries relative to Chapter 7, resolve lien and ownership disputes in a centralized forum, and deliver feasible, orderly distributions while protecting non-estate investor interests.

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B. Analysis and Treatment of Claims.

4.2 Administrative Expense Claims. No Administrative Expense Claims (other than U.S. Trustee fees) shall be allowed except pursuant to Court order. Any application for allowance of an administrative expense claim shall be filed within 60 days after the Effective Date or shall be barred. Under the proposed Plan, unless otherwise agreed, each holder of an Administrative Claim shall be paid in full on the Effective Date of the Plan or on the date that a final order is entered approving the Administrative Expense Claim. Estimated Claims in this category include U.S. Trustee fees and Debtor's counsel fees anticipated at \$150,000, of which \$72,161.50 is being held in Trust. Further, appellate counsel has been employed by the estate at Docket No. 53. Fees for appellate counsel are expected to be and will necessitate an additional injection of capital by investors as projected in Exhibit D.

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4.3 Priority Claims. Except as a holder may agree otherwise, each Allowed Priority Tax Claim under §507(a)(8) shall be paid in equal quarterly cash installments with interest at the rate required by §511, such that the present value equals 100% of the Allowed amount, commencing on the later of the Effective Date or the date the claim becomes Allowed, and concluding no later than five (5) years after the Petition Date, and in a manner not less favorable than the most-favored nonpriority unsecured class (other than a §1122(b) convenience class). Any portion secured by a lien on estate property is treated in Class 1; any portion not entitled to priority or disallowed is treated in Class 4.

4.4 Class 1 Claims – Allowed Secured Ad Valorem Tax Claims.

Travis County is the sole creditor in this class. It has filed a proof of claim for \$175,246.38.

Each Allowed Secured Ad Valorem Tax Claim shall (a) retain its lien on the estate's interest in the applicable collateral; (b) be paid in equal quarterly cash installments with interest at the rate required by 11 U.S.C. §511, such that the present value as of the Effective Date equals 100% of the Allowed amount; and (c) commence on the later of the Effective Date or allowance and conclude not later than five (5) years after the Petition Date, and in a manner not less favorable than the most-favored nonpriority unsecured class. Non-compensatory penalties are disallowed to the extent provided by the Bankruptcy Code. To the extent any portion of a county ad valorem claim is not secured or is otherwise unallowed as secured, such portion shall be treated in accordance with §1129(a)(9)(C) (priority tax) or Class 4 (general unsecured), as applicable.

Nothing herein admits that any lien attaches to non-estate, investor-beneficial interests; any lien is limited to the estate's interest consistent with 11 U.S.C. §541(d).

Class 1 is Impaired.

4.5 Class 2 – House Mosaic Secured Claim.

This Class applies only to the extent House Mosaic (“HM”) is determined by Final Order to hold an Allowed Secured Claim against the estate's interest (if any) in 2405 Tower. Any portion not Allowed as secured is a Class 4 claim (the “HM Deficiency”).

HM's secured recovery is limited to net Tower proceeds or surrender/indubitable equivalent. The Reorganized Debtor may sell the estate's interest in Tower free and clear; HM's lien attaches to net sale proceeds and is paid up to the Allowed Secured amount from those proceeds only. Alternatively, the Reorganized Debtor may surrender the estate's interest in Tower in full satisfaction of the secured portion only. No Plan Fund or other estate cash will be used to amortize the secured portion. Credit-bid rights are preserved as applicable.

Until entry of a Final Order fixing HM's secured status/amount and any unsecured HM Deficiency, the Reorganized Debtor shall withhold and reserve (the “HM Deficiency Reserve”) the pro rata Class 4 distributions that would otherwise be payable to HM. The reserve will be funded each Quarterly Distribution Date in the amount of HM's then-theoretical Class 4 share (based on the Estimated Amount or temporary allowance, if any). The reserve shall not earn or pay interest unless the Estate is determined solvent by Final Order. Upon Final Order, if HM holds an Allowed unsecured deficiency, the HM Deficiency Reserve is released to HM (with a catch-up equal to the reserved amounts that would have been paid on prior Quarterly Distribution Dates, without post-petition interest); if HM is fully secured (no unsecured deficiency), or its unsecured claim is disallowed, the HM Deficiency Reserve is released back to the Plan Fund and distributed to other Allowed Class 4 claims at the next Quarterly Distribution Date.

Nothing herein admits that investor-beneficial interests in Tower are property of the Estate; any secured treatment applies only to the estate's interest (if any) and no investor-beneficial proceeds shall be used to satisfy a Class 2 claim.

Class 2 is Impaired.

4.6 Class 3 – Quay Claims

The Quay Claim includes non-monetary specific performance of the Tower Drive contract and a monetary component consisting of awarded attorneys' fees/costs and contingent appellate-fee increments as set forth in the state-court judgment and orders (collectively, the “Quay Monetary Component”). The contingent appellate-fee portions become Allowed only upon satisfaction of the stated contingencies by Final, Non-Appealable Order.

If a Final, Non-Appealable Order requires specific performance, the parties shall consummate the conveyance of the Tower Property. The Quay Monetary Component and all other necessary costs of repairs to deliver the Tower Property in the condition that it existed on the original Closing Date under the Tower Contract shall be set off against the Purchase Price under the Tower Contract (the “Net Purchase Price”). The Net Purchase Price shall be paid by the Quays, or their assigns, to the Debtor at closing. The Net Purchase Price after deduction for (i) customary

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closing costs/taxes, and (ii) the Allowed Secured Claim, if any, of House Mosaic, shall be distributed in accordance with the waterfall under the Plan. Nothing herein adjudicates the rights or claims of the parties to the Tower Adversary including whether Tower Property any particular proceeds thereof are property of the Estate; the §541(d) reservation is preserved.

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If specific performance is reversed and remanded, then the lawsuit will be litigated to conclusion and the claims of the Quys handled as provided above upon judgment in favor of the Quys.

If judgment for specific performance is reversed and rendered then the surviving claim, if any for money damages (including any attorneys' fees/costs or contingent appellate-fee components that become non-contingent) are sought against the Estate, the resulting Allowed claim (if any) shall be treated as a Class 4 General Unsecured Claim.

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4.7 Class 4 – General Unsecured Claims (nonpriority):

General Unsecured Claims. Each Holder of an Allowed Class 4 Claim shall receive, in full satisfaction of such Claim, its Pro Rata share of Class 4 Distributions funded from: (i) the \$100,000 Investor Contribution; (ii) cash deposited into the Plan Fund during the Plan Term of twenty-four (24) months, consisting of a minimum deposit of \$1,000 per month by the Reorganized Debtor; and (iii) net proceeds of estate asset monetization and estate litigation recoveries (for the avoidance of doubt, investor-beneficial proceeds are excluded consistent with §541(d)). A Disputed Claims Reserve will be maintained for unresolved Class 4 Claims. No post-petition interest shall accrue or be paid on Class 4 Claims unless the Estate is determined to be solvent by Final Order. Class 4 Distributions shall be made quarterly, beginning with the first quarter after the Effective Date. Class 4 is impaired. Class 4 is impaired.

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4.8 Class 5 — Convenience Claims

Class 5 consists of Allowed nonpriority general unsecured claims of a single holder in an aggregate amount ≤ \$5,000 (excluding Claims in Classes 2 and 3 and Insider/Affiliate Claims). In full satisfaction, each Allowed Class 5 Claim shall receive 95% in Cash on the Initial Distribution Date (no later than 30 days after the Effective Date), without interest. A Holder of a larger general unsecured claim may irrevocably elect (by the Voting Deadline) to reduce its claim to \$5,000 and receive \$4,750 under this Class; otherwise the claim is treated in Class 4. Claims held by the same Holder are aggregated (no claim-splitting or transfers to qualify). Disputed Class 5 Claims will be reserved at the Class 5 amount and paid promptly after allowance. Class 5 is Impaired.

4.9 Class 6 — Equity Interests.

Upon the payment of adequate new value, the membership interests shall be retained by current equity. The Debtor contends that NCV is the sole Member of the Debtor but the SOS indicates that Noble Capital Group, LLC is the sole Member. Equity will be retained only upon (and expressly conditioned on) the irrevocable payment of the adequate new value based upon the final approved Liquidation Analysis (the "New Value"). The New Value will be paid into the Plan Fund on or before the Effective Date and compliance with this Plan's governance/reporting

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obligations; if not timely funded, all Class 6 interests are automatically cancelled without further order, and the Reorganized Debtor may issue new interests as necessary to implement the Plan. Class 6 shall receive no distributions unless and until all Allowed Claims (including any subsequently Allowed Disputed Claims) are paid in full as provided herein; thereafter, residual value, if any, may be distributed to Class 6 consistent with applicable law. Class 6 waives any right to pre-Effective Date dividends or distributions and agrees that no management fees or insider distributions shall be paid from estate property except as expressly authorized by this Plan. Class 6 is Impaired.

C. Feasibility of the Plan and Risk to Creditors

The Debtor ~~contends and the Quys, Matsons, House Mosaic and the Receiver dispute that~~ the Plan is feasible because (i) the \$100,000 investor contribution is funded on the Effective Date, (ii) ongoing operations are expected to generate Net Disposable Income sufficient to pay administrative and priority obligations when due and to make quarterly distributions to unsecured creditors, and (iii) the Plan uses a simple Plan Fund/waterfall with built-in reserves (including a Disputed Claims Reserve and the HM Deficiency Reserve) so litigation can run its course without stalling distributions. ~~The Quys, Matsons, House Mosaic and the Receiver contend that the New Value to be remitted as a condition to retention of equity – in the event that less than 100% of the unsecured claims are paid - is an amount equal to the fair market value of the assets titled in the name of the Debtor.~~ Nevertheless, outcomes are uncertain and there is no guarantee of results: material risks include adverse rulings in the House Mosaic lien adversary or on appeal in the Quys matter; timing or pricing risk on any Tower conveyance; lower-than-projected NDI; higher administrative or tax costs (including §511 interest on secured ad valorem taxes); and a larger-than-expected unsecured claim pool after reconciliation. The ~~Debtor contends and the Quys, Matsons, House Mosaic and the Receiver dispute that the~~ Debtor's projections (see Exhibit D) and the Liquidation Analysis (Exhibit C) support that the Plan is not likely to be followed by liquidation or further reorganization, but forward-looking assumptions may change based on case developments.

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D. Remedies for Default

In the event of default by the Reorganized Debtor under the Plan, creditors may exercise any rights granted to them under documents executed in connection with the Plan or any rights available to creditors under applicable non-bankruptcy law. Notwithstanding any other provision, any creditor alleging a default must give the Reorganized Debtor 30 days' notice and an opportunity to cure before exercising any rights available upon default.

In the event of a default by a creditor, the Debtor may enforce the Plan as a contract in a court of competent jurisdiction. The Reorganized Debtor may escrow payments to any creditor which defaults under the Plan until the default is cured. The Reorganized Debtor shall give the creditor 30 days' notice and an opportunity to cure before exercising this provision.

Conversion to chapter 7 is available as a remedy for default in the event that the Reorganized Debtor fails to substantially consummate the Plan. However, once substantial consummation occurs, conversion to chapter 7 is no longer available as a remedy for default. When the Plan is confirmed and is substantially consummated, the assets of the Debtor will revert in the

Reorganized Debtor subject only to the liens and claims provided for under the Plan. In the event the Debtor's case was converted to one under chapter 7 after consummation of the Plan, these assets would not revert in the bankruptcy estate.

E. Claims Allowance Procedure

No Administrative Expense Claims shall be allowed except pursuant to Court Order. Any application for allowance of an Administrative Expense Claim shall be filed within 60 days after the Effective Date or shall be barred. Any claims for reimbursement of fees and expenses pursuant to 11 U.S.C. § 506(b) shall be filed within 60 days after the Effective Date or shall be barred.

The Debtor shall be allowed to object to any claims prior to payment of a creditor's claim in full.

Any claims for rejection of an executory contract or unexpired lease shall be filed within 30 days after the Effective Date or the date set forth in the order rejecting the lease or contract, whichever is less. Cure claims on assumed executory contracts and unexpired leases shall be filed within 30 days after the Effective Date if they differ from the amount set forth by the Debtor herein, or shall be barred.

F. Assumption and Rejection of Leases and Contracts

Executory Contracts; Investor Agreements; Cure and Rejection Procedures.

Investor contracts are contemplated among the executory contracts in this case; a current list of executory contracts and a separate list of investor counterparties will be provided as discussed above. On the Effective Date, the Reorganized Debtor will assume only those executory contracts and unexpired leases listed on the Assumed Contracts Schedule; anything not so listed will be rejected (unless a later rejection date is specified on a Rejected Contracts Schedule). "Cure Amounts" (the dollars required to cure monetary defaults and compensate actual pecuniary loss) will be paid from the Plan Fund or reserved at the closing of assumption; to the extent permitted by law, non-monetary defaults are deemed cured upon assumption. Some agreements are not executory (e.g., fully performed or only immaterial obligations remain); those ride through unaffected and are neither assumed nor rejected.

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The Debtor's loan-servicing/nominee agreements may be assumed solely in the Debtor's capacity as servicer/nominee—assumption does not concede that investor-beneficial interests are property of the estate. Consistent with the Plan's §541(d) reservation, no investor-beneficial proceeds will be used to pay Cure Amounts or other estate obligations. After assumption, the Reorganized Debtor may assign any Assumed Contract in its business judgment (with required consents not unreasonably withheld) upon providing adequate assurance of future performance by any assignee.

Rejection is effective on the Effective Date (unless a later date is specified). Any claim for rejection damages must be filed by the later of (i) 30 days after service of the notice of entry of the Confirmation Order or (ii) 30 days after service of any Rejection Notice that sets a later rejection date; untimely claims are barred, and timely Allowed rejection damages will be treated as Class 4 General Unsecured Claims. The Debtor reserves all rights as to whether any agreement is executory, the amount of any Cure, and adequate assurance, and the Court may set an earlier

decision deadline on motion of a counterparty.

G. Effect of Confirmation of Plan

1. Discharge

Pursuant to the Plan and the Confirmation Order, and except as expressly provided for in the Plan, the rights afforded in the Plan and the treatment of all Claims shall be in exchange for and in complete satisfaction, discharge, and release of all claims of any nature whatsoever against the Debtor and any of the Debtor's property; and, except as otherwise expressly provided in the Plan or the Confirmation Order, upon the Effective Date, the Debtor shall be deemed discharged and released from any and all Claims, including but not limited to demands and liabilities that arose before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, whether or not (a) a proof of claim or interest based upon such debt is filed or deemed filed under section 501 of the Bankruptcy Code; (b) a Claim based upon such debt is allowed under section 502 of the Bankruptcy Code; or (c) the holder of a Claim based upon such debt or interest has accepted the Plan. Except as expressly provided in the Plan, the Confirmation Order shall be a judicial determination of discharge of all liabilities of the Debtor. As provided in section 524 of the Bankruptcy Code, such discharge shall void any judgment against the Debtor at any time obtained to the extent it relates to a Claim discharged and shall operate as an injunction against the prosecution of any action against the Debtor, or their property, to the extent it relates to a Claim discharged.

2. Injunction

If the Plan is confirmed, a permanent injunction will go into effect that bars creditors from starting or continuing any lawsuit, administrative action, or other proceeding to collect on pre-confirmation Claims against the Debtor or the Reorganized Debtor, or against their property. The injunction also prohibits enforcing or collecting on judgments or awards, creating or perfecting new liens or other encumbrances, and asserting setoff, subrogation, or recoupment rights against the Debtor or Reorganized Debtor, except as permitted by the Bankruptcy Code and the Plan. In short, after confirmation, all actions must proceed through the Plan's claims-reconciliation and distribution process, and any act inconsistent with the Plan is enjoined.

Exceptions/What You Can Still Do. The injunction does not stop a holder of a Contested Claim from continuing to prosecute its proof of claim in the Bankruptcy Court, and all holders may enforce their rights under the confirmed Plan and any related agreements. In addition, the Plan's express carve-outs apply (including the preservation of Investor Direct Claims and the ability to enforce any Final Order, such as a final Quay specific-performance order), and nothing in the injunction alters those carve-outs or any rights expressly preserved by the Plan.

H. Retention of Jurisdiction

After confirmation of the Plan, the Bankruptcy Court will retain jurisdiction to the extent provided by 28 U.S.C. §1334. Basically, this means that the Bankruptcy Court will retain jurisdiction over matters relating to the Plan and to rule on any matters which are pending in the case.

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The Debtor's loan-servicing/nominee agreements may be assumed solely in the Debtor's capacity as servicer/nominee—assumption does not concede that investor-beneficial interests are property of the estate. Consistent with the Plan's §541(d) reservation, no investor-beneficial proceeds will be used to pay Cure Amounts or other estate obligations. After assumption, the Reorganized Debtor may assign an Assumed Contract in its business judgment (with required consents not unreasonably withheld) upon providing adequate assurance of future performance by any assignee.¶
Rejection is effective on the Effective Date (unless a later date is specified). Any claim for rejection damages must be filed by the later of (i) 30 days after service of the notice of entry of the Confirmation Order or (ii) 30 days after service of any Rejection Notice that sets a later rejection date; untimely claims are barred, and timely Allowed rejection damages are treated as Class 4 General Unsecured Claims. Rights are reserved as to whether any agreement is executory, the amount of any Cure, and adequate assurance, and the Court may set an earlier decision deadline on a counterparty's motion.

I. Post-Confirmation Procedure

After confirmation of the Plan, the Bankruptcy Court will rule upon any objections to claims and applications for compensation of professionals. Once the Bankruptcy Court has ruled upon these matters, the Debtor will file an application for final decree. The Debtor will be required to pay U.S. Trustee fees and file quarterly post-confirmation reports until such time as a final decree is entered and the case is closed.

V. ALTERNATIVES TO THE DEBTOR'S PLAN

If the Plan is not confirmed, the principal alternatives are (i) conversion to Chapter 7, (ii) dismissal, or (iii) a competing plan proposed by a creditor or trustee. In Chapter 7, a trustee would liquidate estate property, incur trustee commissions and additional professional fees, and the estate would lose ongoing Net Disposable Income; moreover, because the Debtor holds only bare legal title to investor-beneficial assets like 2405 Tower and 8503 Lake Vista (see §541(d)), little or no real-property equity would be available to unsecured creditors. As shown in the Liquidation Analysis (Exhibit C), projected recoveries to unsecured creditors in Chapter 7 are de minimis/zero, and the estate would likely face delay and added administrative costs. Dismissal would return all parties to piecemeal state-court litigation (including receivership issues), with no centralized claims reconciliation, no Plan Fund, and no investor \$100,000 contribution.

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A competing plan could offer different economics or structure (e.g., a pure sale plan or different treatment of disputed litigation claims such as House Mosaic, Matson, and Quy), but would likely entail additional delay, higher costs, and continued uncertainty while appeals and lien-extent litigation proceed. By contrast, the Debtor contends and the Quys, Matsons, House Mosaic and the Receiver dispute that the Debtor's Plan provides immediate funding through the \$100,000 investor contribution, preserves quarterly distributions from NDI, creates targeted reserves so disputes can be resolved without halting payments, and implements a closing protocol for Quy and collateral-only treatment for House Mosaic consistent with §541(d) and §1129.

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VI. TAX CONSEQUENCES

The U.S. federal income tax consequences of the Plan are complex and depend on each holder's particular circumstances and the character of its Claim. The Debtor has not requested a ruling from the Internal Revenue Service, and no assurance can be given as to how the Internal Revenue Code of 1986, as amended (the "Code"), Treasury regulations, or judicial/administrative authorities will apply. This summary is not tax advice. Holders should consult their own tax advisors regarding U.S. federal, state, local, and non-U.S. tax consequences of the Plan.

Consequences to Holders of Claims. In general, a holder that receives cash in satisfaction of a Claim will recognize gain or loss equal to the difference between the amount realized (cash and the fair market value of any property received, excluding amounts attributable to accrued but unpaid interest) and the holder's tax basis in the Claim (excluding basis allocable to such interest). Amounts received that are attributable to accrued interest are taxable as interest income to the extent not previously included; conversely, previously included but unpaid interest may be

deductible or reduce gain, subject to the holder's method of accounting and limitations (e.g., bad-debt rules). The character of any recognized gain or loss (capital vs. ordinary; long-term vs. short-term) depends on the nature of the Claim, the holder's status, and the holding period. Rules such as market discount and original issue discount may apply to certain purchased or modified debt. Information reporting and backup withholding may apply to distributions unless an appropriate Form W-9 or W-8 is provided; backup withholding is not an additional tax and may be creditable or refundable.

Consequences to the Debtor. To the extent the Debtor realizes cancellation-of-debt income (CODI) in connection with claim settlements or modifications, such income may be excluded under Code §108(a)(1)(A) (Title 11 case) but would generally require reduction of tax attributes (e.g., NOLs, basis) under §108(b). The Debtor does not expect material CODI solely from the \$100,000 investor contribution, which is an equity infusion, but CODI could arise from negotiated claim reductions. The actual tax effects will depend on final claim allowances, asset dispositions, and timing.

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THE CONFIRMATION OF THE PLAN MAY HAVE AN IMPACT ON THE TAX TREATMENT OF ANY CREDITOR OR EQUITY INTEREST HOLDER. THAT IMPACT MAY BE ADVERSE TO THE CREDITOR OR EQUITY INTEREST HOLDER. NOTHING HEREIN IS INTENDED TO BE ADVICE OR OPINION AS TO THE TAX IMPACT OF THE PLAN ON ANY INDIVIDUAL CREDITOR OR EQUITY INTEREST HOLDER. EACH CREDITOR AND EQUITY INTEREST HOLDER IS CAUTIONED TO OBTAIN INDEPENDENT AND COMPETENT TAX ADVICE PRIOR TO VOTING ON THE PLAN.

VII. PENDING AND POTENTIAL LITIGATION

A. Pending Litigation

The Debtor is party to several material, unresolved matters that could affect claim amounts and timing of distributions. These include: (i) House Mosaic—an adversary proceeding to determine the validity, priority, extent, and amount (if any) of any House Mosaic lien against the estate's interest in the Tower Property and related defenses and counterclaims; (ii) Quy—a state-court judgment awarding specific performance of the Tower Drive purchase agreement, which is on appeal together with associated attorneys' fees/costs issues; (iii) Matson—a money judgment that is on appeal; and (iv) the Tower Adversary. The Debtor also notes related prepetition receivership issues and filings (e.g., lis pendens disputes) that intersect with these matters. The Plan does not adjudicate these disputes; instead, it preserves all parties' rights (including the Debtor's Retained Causes of Action) and the Plan's §541(d) reservation that investors—not the Debtor—hold the beneficial/equitable interests in properties serviced by the Debtor.

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While these disputes proceed to Final Order, the Plan provides mechanics to avoid delaying payments: (a) any secured recovery for House Mosaic (if Allowed) is limited to net Tower proceeds/surrender—no amortization from the Plan Fund—and any unsecured deficiency is reserved each quarter (the House Mosaic Reserve) and released only after final resolution; (b) if the Quy specific-performance judgment is affirmed, the Tower conveyance will close under the Plan, with any Allowed Tower lien attaching only to the estate's share of net closing proceeds

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(after any court-approved Quay setoff of fees/costs), and investor-beneficial proceeds excluded consistent with §541(d); if reversed/remanded to money damages, Quay's claim is treated as a Class 4 unsecured claim; and (c) pending appeals or claim objections (including Matson) may be estimated for voting or temporarily allowed under §502(c)/Rule 3018(a), with class-specific reserves funded as needed. Outcomes of these matters could increase or decrease creditor recoveries, but the Debtor believes the Plan's reserves and waterfall allow quarterly distributions to continue while litigation runs its course.

Investor Collection Matters (Schedules A/B). The Debtor's Schedules A/B list various borrower collection matters (e.g., delinquent notes, guaranty claims, foreclosure/REO actions) that the Debtor is prosecuting in its capacity as servicer/nominee for the investors under the Servicing Agreements. Consistent with the Plan's §541(d) reservation, any gross collections on these investor loans (principal, contractual interest, default interest, late fees, and collateral proceeds) are investor-beneficial and not property of the Estate; they will be remitted to the applicable investor accounts in accordance with the governing agreements. The Estate's economic interest, if any, is limited to contractually earned servicing/default fees and approved, documented expense reimbursements related to those collection efforts; only those estate portions are included in the Debtor's projections and may flow to the Plan Fund. The Debtor will continue to pursue the listed collection matters post-confirmation in the ordinary course (including compromise/settlement in accordance with the Plan's authority and notice procedures), and nothing herein adjudicates investor or estate rights with respect to any specific loan or recovery.

The Receiver has asserted that certain prepetition transfers disclosed in the SOFA constitute fraudulent transfers. PLN disputes these allegations for the reasons summarized in § II.A(E)–(F). The Plan preserves all claims and defenses; no avoidance recoveries are assumed in the projections. The Quys assert that if Ch.5 claims are identified, then these claims should be opened up to other parties for prosecution.

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B. Avoidance Actions

There are several types of "avoidance actions" established by the Bankruptcy Code for the benefit of Debtor, including: actions to recover avoidable preferences under §547 of the Bankruptcy Code; actions to recover fraudulent conveyances under §§ 544 and 548 of the Bankruptcy Code, actions to recover unauthorized post-petition transfers under §549 of the Bankruptcy Code, and actions to invalidate and avoid liens under §§ 544 and/or 545 of the Bankruptcy Code.

Included in the Statement of Financial Affairs on file with the Bankruptcy Court and available for review by interested parties is a disclosure of payments and transfers made to creditors by the Debtor within 90 days of the bankruptcy filing as well as other required disclosures, if any. At the present time, the Debtor does not believe any of the transfers or payments give rise to any Chapter 5 causes of action. However, the Debtor (prior to the Effective Date) and Reorganized Debtor (after the Effective Date) reserve the right to pursue any and all causes of action arising under the Bankruptcy Code and applicable law against any persons, and the Plan preserves such rights.

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C. Preservation of Claims

The Debtor intends to fund its plan through other funds and therefore has therefore not relied on any recoveries. Furthermore, it should not be assumed that because any existing or potential litigation claim has not yet been pursued or may not fall within the list above that any such claim has been waived. While the Debtor has attempted to identify claims which may be pursued, its investigation is ongoing and the failure to list any potential or existing claim generally or specifically is not intended to limit the rights of the Debtor or Reorganized Debtor to pursue any such action. Unless a claim against any person or entity is expressly waived, relinquished, released, compromised or settled as provided or identified in the Plan or any Confirmation Order, the Debtor and the Reorganized Debtor expressly reserve all claims for later adjudication. Therefore, no preclusion doctrine, including, without limitation, the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable or otherwise) or laches shall apply to such claim upon or after the confirmation or consummation of the Plan.

All claims of any kind or character whatsoever owed to the Debtor by third parties or against third parties in favor of the Debtor or the Debtor's estate to the extent not specifically compromised and released pursuant to the Plan, will be preserved and retained by the Reorganized Debtor for and against third parties, whether currently known or unknown. Only those claims specifically and expressly compromised and released pursuant to the Plan are excepted from the foregoing.

VIII. SOLICITATION OF VOTES

The Debtor has devoted substantial effort to preparation of its Plan of Reorganization. The Debtor believes that the Plan represents a fair adjustment of their relationship with the creditors and will result in payment in full to creditors. The Debtor believes that the Plan is superior to a liquidation of PLN, which would likely reduce the recovery for unsecured creditors. Therefore, the Debtor requests that all creditors vote in favor of its Plan of Reorganization.

Dated: November 5, 2025

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PLAN PROPONENT:

Private Lender Network LLC

By: /s/ Grady Collins

DRAFTED and APPROVED:

Ron Satija (TX 24039158)
HAYWARD PLLC
7600 Burnet Rd, Ste. 530
Austin, TX 78757
737.881.7102 (phone/fax)

rsatija@haywardfirm.com
ATTORNEYS FOR PRIVATE LENDER NETWORK LLC