LIVE OAK FINANCIAL FUNDING LLC
BORROWER PAYMENT DEPENDENT NOTES
INDENTURE

DATED AS OF [•]

[•]

AS INDENTURE AGENT

THIS BORROWER PAYMENT DEPENDENT NOTES INDENTURE (this "Indenture") is dated as of [•] and entered into by and between LIVE OAK FINANCIAL FUNDING LLC, a Texas limited liability company (the "Company"), and [•], not in its individual capacity except as expressly provided in this Indenture, as indenture agent, collateral agent, secured party and representative of the Holders (in such capacities, the "Indenture Agent").

RECITALS

A. The Company may issue one or more series of Borrower Payment Dependent Notes. Each series of Notes corresponds to one Borrower Loan and is payable as provided in this Indenture, the applicable Note and the related Series Report or Series Supplement.

B. Each Note is a special, limited obligation of the Company. Except as expressly provided in this Indenture, the applicable Note and the Program Documents, payments on a Note are limited to the Holder's pro rata share of Borrower Loan Net Payments received by or on behalf of the Company on the related Corresponding Borrower Loan.

C. The Company is granting to the Indenture Agent, for the benefit of Holders, a security interest in the Collateral described in this Indenture. Perfection is intended to be maintained through UCC filings and, with respect to the Collection Account, by Article 9 control under a Deposit Account Control Agreement with the Account Bank. The DACA permits ordinary-course account operation before a control notice and gives the Indenture Agent exclusive instruction rights after a continuing Event of Default and delivery of a control notice in accordance with the DACA and this Indenture.

D. The Company has entered into, or will enter into, the Administration Agreement under which the Platform Operator will provide corporate administration, Platform operation and loan and Note servicing services, subject to replacement in accordance with the Program Documents.

E. The Indenture Agent is not acting as a trustee qualified under the Trust Indenture Act of 1939, as amended. The Indenture Agent's role, duties, protections and liabilities are only those expressly stated in this Indenture to which it is a party.

NOW, THEREFORE, for good and valuable consideration, the Company and the Indenture Agent agree as follows for the equal and ratable benefit of the Holders of the Notes, as their interests appear.

ARTICLE I - DEFINITIONS AND CONSTRUCTION

Section 1.01 Definitions.

The following terms have the following meanings. Capitalized terms used but not defined in this Indenture have the meanings assigned in the applicable Note, Series Report, Series Supplement, Administration Agreement, Subscription Agreement, Investor Registration Agreement or LLC Agreement, as the context requires.

"ACH System" means the Automated Clearing House system operated by the U.S. Federal Reserve Bank or any successor electronic funds transfer system.

"Account Bank" means the bank or other depository institution at which the Collection Account is maintained.

"Administration Agreement" means the Administration Agreement dated as of [•] between the Company and the Platform Operator, as amended or replaced in accordance with the Program Documents.

"Administration Fee" means, for a Borrower Loan and related Notes, the administration fee payable under the Administration Agreement and specified in the applicable Note, Series Report or Series Supplement; unless another rate is so specified for that series, the Administration Fee equals five percent (5%) of the Interest Portion of each Borrower Loan Payment actually received by or on behalf of the Company.

"Affiliate" means with respect to any Person, any other Person controlling, controlled by or under common control with that Person. Control means the direct or indirect power to direct the management or policies of a Person, whether by ownership, contract or otherwise.

"Applicable Law" means all federal, state and local laws, statutes, rules, regulations, orders, judgments, permits, approvals and governmental requirements applicable to the relevant Person, property, transaction or event.

"Authorized Officer" means with respect to the Company, any manager, president, vice president, treasurer, secretary or other officer or authorized signatory of the Company whose authority is certified to the Indenture Agent.

"Borrower" means the obligor on a Borrower Loan.

"Borrower Loan" means a direct loan originated through the Platform and purchased, acquired or assumed by the Company under the Program Documents, other than an Excluded Borrower Loan.

"Borrower Loan Documents" means with respect to a Borrower Loan, the promissory note, borrower registration agreement, loan agreement and other documents or electronic records evidencing or governing that Borrower Loan.

"Borrower Loan Net Payments" means, with respect to a Borrower Loan, Borrower Loan Payments actually received by or on behalf of the Company, less the Servicing Fee, Administration Fee and Other Payments and Charges, and excluding reversals, refunds and chargebacks.

"Borrower Loan Payments" means, with respect to a Borrower Loan, principal, interest, late fees, recoveries and proceeds actually received by or on behalf of the Company that the prospectus states are included in determining payments on the related Notes, excluding amounts reversed through ACH, returned unpaid, charged back or otherwise not finally collected.

"Business Day" means each Monday, Tuesday, Wednesday, Thursday and Friday that is not a day on which the ACH System is closed and not a day on which banking institutions are authorized or required by law or executive order to close in Austin, Texas or in the Account Bank City.

"Collection Account" means the deposit account of the Company maintained at the Account Bank for receipt of Borrower Loan Payments and remittance of amounts payable under the Program Documents, together with any replacement account established in accordance with this Indenture.

"Collateral" means the property described in Section 4.01.

"Company Order" means a written order or request signed by an Authorized Officer of the Company and delivered to the Indenture Agent.

"Corresponding Borrower Loan" means with respect to a series of Notes, the Borrower Loan on which payment of that series depends.

"DACA" means a deposit account control agreement among the Company, the Account Bank and the Indenture Agent that is intended to give the Indenture Agent Article 9 control of the Collection Account from execution, while permitting the Company or Servicer to direct ordinary-course dispositions before a control notice and giving the Indenture Agent exclusive instruction rights upon and during a continuing Event of Default after delivery of a control notice in accordance with that agreement.

"Default" means an event that is, or after notice or lapse of time or both would become, an Event of Default.

"Event of Default" means an event described in Section 5.01.

"**Excluded Borrower Loan**" means a loan originated through the Platform that is not funded by proceeds of a Note and is not identified as a Corresponding Borrower Loan in a Series Report or Series Supplement.

"**Final Maturity Date**" means for a Note, the date that is one hundred twenty (120) days after the Initial Maturity Date, unless a different final maturity is stated in the Note and related Series Report or Series Supplement and disclosed in the Offering Documents.

"Holder" means the Person in whose name a Note is registered on the Register.

"Indenture Agent" means the Person named as Indenture Agent in this Indenture, or any successor appointed under Article VI, acting solely in the contractual capacities expressly stated in this Indenture.

"Initial Maturity Date" means for a Note, the scheduled maturity date of the related Corresponding Borrower Loan, unless otherwise stated in the Note and related Series Report or Series Supplement.

"Interest Portion" means, with respect to any Borrower Loan Payment, the portion of that payment characterized and applied as interest under the related Borrower Loan Documents, Applicable Law and the Company's or Servicer's customary servicing and accounting practices, including any late-payment or default-interest amount so characterized and applied, and excluding principal, Other Payments and Charges, reversals, refunds, chargebacks and other non-interest amounts.

"Listing Report" means a public marketplace report that records Listings presented to investors during the relevant period and reproduces borrower-specific and Note-specific information from those Listings. A Listing Report may constitute supplemental offering material, but is not an amendment to the Prospectus, this Indenture or any Note unless expressly designated as such.

"Investor Registration Agreement" means the agreement between the Company and an investor governing the investor's registration for and use of the Platform as an investor, as amended in accordance with its terms and Applicable Law. The Platform

Operator may administer that agreement solely as the Company's authorized agent. The Investor Registration Agreement does not govern the offer, purchase or sale of Notes or LOF Management Rights.

"LLC Agreement" means the limited liability company agreement of the Company, as amended in accordance with its terms and the Program Documents.

"LOF" means Live Oak Financial LLC, a Texas limited liability company.

"LOF Management Rights" means the investment-contract securities issued by LOF and attached to the Notes as described in the Offering Documents.

"Note" means a Borrower Payment Dependent Note issued under this Indenture, including any series of such Notes.

"Offering Documents" means the prospectus or offering document, any amendments or formal supplements, Listings, Listing Reports, Series Reports, the form of Subscription Agreement, forms of Note and other documents identified by the Company or LOF as offering materials or marketplace reports for the Notes and related LOF Management Rights.

"Officer Certificate" means a certificate signed by an Authorized Officer of the Company and delivered to the Indenture Agent.

"Opinion of Counsel" means a written legal opinion from counsel reasonably acceptable to the Indenture Agent. Counsel may be counsel to the Company, LOF or the Indenture Agent unless this Indenture expressly requires independent counsel.

"Other Payments and Charges" means the fees and costs, other than the Servicing Fee and Administration Fee, identified in the fee table in the prospectus as deductions in determining ordinary-course remittances to Holders.

"Outstanding" means with respect to Notes, the meaning stated in Section 2.06.

"Payment Date" means a date on which principal, interest or other amounts are payable on a Note under its terms.

"Person" means any individual, corporation, limited liability company, partnership, association, trust, governmental authority or other legal entity.

"Platform" means the online marketplace through which borrowers request Borrower Loans and investors commit to purchase Notes.

"Platform Operator" has the meaning specified in the Administration Agreement.

"Principal Amount" means with respect to a Note, its outstanding principal amount as reflected on the Register and the related payment records.

"Program Documents" means this Indenture, the Notes, the Administration Agreement, the Subscription Agreements, the Investor Registration Agreements, the LLC Agreement, the DACA, each Series Report, each Series Supplement, each loan sale document, and each other agreement or document designated as a program document by the Company.

"Record Date" means for a Payment Date, the second Business Day before that Payment Date unless another record date is stated in the Note, Series Report or Series Supplement.

"Register" means the electronic books and records maintained by the Company, the Registrar or a designee identifying the Holders and their Notes.

"Registrar" means the Person maintaining the Register under Section 2.04.

"Required Holders" means unless another percentage is expressly required, Holders of at least twenty-five percent (25%) in aggregate Principal Amount of the Outstanding Notes of the applicable series or, for rights relating to all Notes or to the Administration Agreement, of all Outstanding Notes.

"Series Report" means the public marketplace report or electronic record for a funded Borrower Loan and related Note series that identifies the Securities sold, states the final funded amount, states or confirms the final series-specific terms of the Notes, and identifies the Corresponding Borrower Loan. A Series Report is distinct from any sales report required to be filed with the Texas State Securities Board.

"Series Supplement" means a supplement to this Indenture establishing or modifying terms of one or more series of Notes.

"Servicing Fee" means, for a Borrower Loan and related Notes, the servicing fee payable under the Administration Agreement and specified in the applicable Note, Series Report or Series Supplement; unless another rate is so specified for that series, the Servicing Fee equals ten percent (10%) of the Interest Portion of each Borrower Loan Payment actually received by or on behalf of the Company.

"Servicer" means the Person then performing loan and Note servicing under the Administration Agreement or any successor servicing agreement permitted by the Program Documents.

"Servicing Standard" means the servicing standard applicable to the Servicer under the Administration Agreement or any successor servicing agreement.

"Subscription Agreement" means the agreement among the Company, LOF solely in its capacity as issuer of the attached LOF Management Rights, and an investor governing the inseparable subscription for a Note and its attached LOF Management Right, as amended in accordance with its terms and Applicable Law.

"UCC" means the Uniform Commercial Code as in effect in Texas, except that perfection and priority matters are governed by the UCC of the jurisdiction whose law controls those matters.

Section 1.02 Rules of Construction.

Unless the context requires otherwise: (a) "including" means including without limitation; (b) the singular includes the plural and the plural includes the singular; (c) "or" is not exclusive; (d) references to Articles, Sections and Exhibits are to this Indenture; (e) references to any agreement include amendments, replacements and supplements permitted by the Program Documents; and (f) references to written notices include permitted electronic notices.

Section 1.03 No Trust Indenture Act Qualification; Contractual Capacity.

This Indenture is not qualified under the Trust Indenture Act of 1939. No provision of the Trust Indenture Act is incorporated into this Indenture by reference. The Indenture Agent is not required to be, and is not acting as, a trustee qualified under the Trust Indenture Act or as an institutional trustee. The Indenture Agent has no duties, obligations, fiduciary responsibilities or liabilities except those expressly stated in this Indenture to which it is a party.

To the extent any existing Program Document uses the terms "Trustee," "Indenture trustee" or similar language for the role replaced by this Indenture, those references are intended, after conforming amendment or as the context requires, to refer to the Indenture Agent solely in the contractual capacities described in this Indenture.

ARTICLE II - THE NOTES

Section 2.01 Form and Character of Notes.

The Notes shall be issued only in registered electronic form and shall be substantially in the form attached as Exhibit A, with changes approved by the Company that are consistent with this Indenture, the Offering Documents, and Applicable Law.

Each Note is a special, limited obligation of the Company. A Note is not an obligation of LOF, any Borrower, the Indenture Agent, the Servicer, the Account Bank, any manager, member, officer or affiliate of the Company, or any governmental authority. No Person guarantees payment of any Note unless that Person expressly does so in a separate signed writing.

The Notes are secured only by the lien granted to the Indenture Agent for the benefit of Holders under Article IV. A Holder does not own the Corresponding Borrower Loan and has no direct right to enforce any Borrower Loan against any Borrower.

Section 2.02 Series Terms.

The Company may issue Notes in one or more series. Each series shall correspond to one Borrower Loan. The aggregate Principal Amount of Notes issued under the Offering Documents shall not exceed the amount permitted in the qualified prospectus or offering documents, as amended or supplemented and filed with the Texas State Securities Board or other Governmental Authority if required, and in no event shall the aggregate Principal Amount of Notes at any time Outstanding under this Indenture exceed $10,000,000.

The Company shall establish the terms of each series in the applicable Note, Series Report or Series Supplement, including, as applicable:

(a) series number, Note number and investor identification number;

(b) Corresponding Borrower Loan identification and aggregate principal amount;

(c) Principal Amount of each Note and aggregate Principal Amount of the series;

(d) interest rate or investor yield and the fees and costs applicable under the fee table in the prospectus;

(e) Original Issue Date, Payment Dates, Record Dates, Initial Maturity Date and Final Maturity Date;

(f) transfer restrictions and denomination or minimum purchase amount; and

(g) any additional covenants, Events of Default or other terms not inconsistent with this Indenture unless approved under Article VIII.

All Notes of the same series shall be substantially identical except as to Holder, denomination, Principal Amount and administrative identifiers.

Section 2.03 Execution, Authentication and Issuance.

The Notes shall be executed, authenticated and delivered electronically by the Company, the Registrar or an authenticating agent appointed by the Company. The Indenture Agent is not required to authenticate Notes and may rely conclusively on the Register, Series Reports, Series Supplements and Company certifications as evidence of valid issuance, ownership and Outstanding Principal Amount.

Before the first issuance of Notes under this Indenture, the Company shall deliver or make available to the Indenture Agent: (a) a copy of the Company authorization approving this Indenture; (b) evidence of filing of an initial UCC financing statement covering the Collateral; (c) an executed DACA for the Collection Account; (d) the Administration Agreement or a certificate identifying it; (e) an Officer Certificate stating that the conditions to initial issuance required by this Indenture have been satisfied; and (f) a copy of the reviewed financial statements included in the Offering Documents filed in connection with the initial qualification of the offering by the Texas State Securities Board.

Before each issuance of Notes, the Company shall determine from its books and records that, after giving effect to the proposed issuance, the aggregate Principal Amount of securities of the Company to which the exemption under Section 304(a)(9) of the Trust Indenture Act has been applied during the thirty-six (36) consecutive months ending on and including the proposed issuance date will not exceed $10,000,000. The Company shall maintain records supporting each determination and shall not issue or cause the execution, authentication or delivery of any Note unless this condition is satisfied.

The Company shall not issue new Notes while an Event of Default is continuing and the Indenture Agent has actual knowledge of that Event of Default, unless the Event of Default has been waived or cured or unless issuance is expressly directed by Holders whose consent would be sufficient to waive the Event of Default.

Notwithstanding the foregoing, no cure, waiver or Holder direction under this Indenture permits the issuance of Notes if issuance is prohibited by the Offering Documents, any qualification or permit, any written waiver, modification, condition or order of the Texas State Securities Board, or Applicable Law.

Section 2.04 Registrar and Paying Agent.

The Company shall maintain the Register. The Company initially shall serve as Registrar and Paying Agent. The Company may appoint another Person to act as Registrar or Paying Agent and shall give written notice of that appointment to the Indenture Agent.

The Indenture Agent may, but has no duty to, serve as Registrar or Paying Agent only if it expressly agrees in writing.

The Registrar shall maintain the Register in a manner sufficient to identify each Holder, each Note, each series, each Principal Amount, each transfer, and each cancellation. The Paying Agent shall make payments to Holders based on the Register and the payment information maintained by the Company or Servicer.

The Company, while acting as Paying Agent, and each successor or additional Paying Agent shall hold in trust for the benefit of the applicable Holders or the Indenture Agent as their representative all sums held by it in its capacity as Paying Agent for payment of principal or interest payable under Section 2.07 and the applicable Notes, until those sums are paid or otherwise applied as provided in this Indenture. Each Paying Agent shall promptly give the Indenture Agent written notice, delivered as a default notice under Section 9.01, of any Default by the Company in making such a payment. Before appointing a successor or additional Paying Agent, the Company shall obtain its written agreement to these duties. The Company may satisfy the foregoing notice duty through the Officer Certificate required by Section 3.02 if that certificate identifies the same payment Default and is delivered in accordance with Section 9.01.

The Company shall provide the Indenture Agent with a current list of Holders not later than January 15 and July 15 of each year and at any other time reasonably requested by the Indenture Agent after an Event of Default or in connection with Holder action under this Indenture. The Indenture Agent may rely on the most recent list received from the Company or Registrar.

Section 2.05 Transfers.

Notes may be transferred only as permitted by the Offering Documents, the Subscription Agreement, this Indenture and Applicable Law. A purported transfer not recorded on the Register is not effective for purposes of this Indenture.

The Company may impose reasonable transfer procedures, investor eligibility requirements and residency requirements and may require payment of applicable taxes or governmental charges. A Note transferred in accordance with this Section remains the same obligation and is entitled to the same rights under this Indenture.

Section 2.06 Outstanding Notes and Holder Action.

A Note is "Outstanding" from its issuance until it is cancelled, repurchased, paid in full, discharged under Article VII, or otherwise no longer outstanding under this Indenture or the applicable Note.

A Note does not cease to be Outstanding because the Company, LOF or an Affiliate holds it. However, in determining whether Holders have given any request, demand, direction, consent or waiver, Notes held by the Company, LOF or an Affiliate shall be disregarded, unless all Outstanding Notes of the applicable series are held by such Persons.

The Company may set a record date for determining Holders entitled to give or revoke a consent, direction or waiver. If no record date is set, the applicable record date is the date on which the first consent, direction or waiver is delivered to the Indenture Agent.

Section 2.07 Payments.

The Company shall make payments on each Note in U.S. dollars and in the manner stated in the Note and this Indenture. Except as expressly provided in this Indenture, the applicable Note or the Offering Documents, payments on a Note shall be made only from Borrower Loan Net Payments received with respect to the Corresponding Borrower Loan or from proceeds of the Collateral allocated to that series.

No payment of principal or interest on a Note is due unless Borrower Loan Payments on the Corresponding Borrower Loan have been received by or on behalf of the Company and have been deposited, or are required under the Program Documents to be deposited, into the Collection Account, and the amount is a Borrower Loan Net Payment payable to the Holder. The Company's failure to pay because the Borrower has not paid the Corresponding Borrower Loan is not a Default or Event of Default.

The Company shall pay, or cause the Servicer or Paying Agent to pay, each Holder's pro rata share of Borrower Loan Net Payments from the Collection Account on the applicable Payment Date, subject to ordinary payment processing, settlement, reversal and ACH return periods. Payments shall be made to the Person shown as Holder on the Register as of the applicable Record Date.

If amounts remain due to the Company on the Corresponding Borrower Loan on the Initial Maturity Date, the maturity of the related Note automatically extends to the Final Maturity Date. After the Final Maturity Date, the Company has no obligation to pay additional amounts on that Note even if the Company or Servicer later receives payments or recoveries on the Corresponding Borrower Loan.

A payment that is payable but not punctually paid or provided for may be paid to the Holder on a special record date selected by the Company in a lawful manner. All amounts shall be rounded to the nearest cent, with one-half cent rounded upward.

ARTICLE III - COMPANY COVENANTS; SERVICING; COLLECTION ACCOUNT

Section 3.01 Payment and Performance.

The Company shall pay the Notes and perform its obligations under this Indenture, subject in all cases to the special, limited obligation and payment-dependent terms of the Notes.

Section 3.02 Reports; Certificates; Records.

The Company shall prepare and deliver to Holders, the Indenture Agent and applicable Governmental Authorities the notices, reports, required sales reports, Listing Reports, Series Reports, tax information and other information required by the Offering Documents, the Notes, the Program Documents and Applicable Law. The Company may cause the Platform Operator, Servicer, Registrar or Paying Agent to perform these functions.

While the Company offers or sells Notes under a permit issued by the Texas State Securities Board, it shall promptly deliver to the Indenture Agent any annual reviewed financial statements that it files with the Board for the offering or a permit renewal. After the Company ceases issuing new Notes under the offering and while any Notes remain Outstanding, it shall deliver to the Indenture Agent, within one hundred twenty (120) days after the end of each fiscal year, internally prepared annual financial statements covering the Company. Those statements need not be audited or reviewed by an independent accountant unless required by Applicable Law, the qualification order, the Offering Documents or a granted waiver. Financial statements delivered under this paragraph may be consolidated with LOF if they or their notes identify the Company's separate existence and material assets and liabilities. The Company shall also promptly deliver any ordinary-course written report by its independent accountant that expressly addresses compliance with this Indenture.

Within one hundred twenty (120) days after the end of each fiscal year while any Notes are Outstanding, the Company shall deliver to the Indenture Agent a brief Officer Certificate signed by its principal executive officer, principal financial officer or principal accounting officer stating, as to the signing officer's knowledge, whether the Company has complied with all conditions and covenants under this Indenture. For purposes of this certificate, compliance shall be determined without regard to any period of grace or requirement of notice under this Indenture. The certificate shall describe each known failure to comply and its status.

The Company shall deliver to the Indenture Agent, within five (5) Business Days after an Authorized Officer obtains actual knowledge of a Default or Event of Default, an Officer Certificate describing the Default or Event of Default and the Company's proposed response.

The Company shall maintain, or cause to be maintained, books and records sufficient to identify Notes, Holders, Borrower Loans, Borrower Loan Payments, Borrower Loan Net Payments, fees, charges, transfers, cancellations and amounts paid on each Note. The Indenture Agent has no duty to audit or verify those records.

Section 3.03 Administration Agreement and LOF Management Rights Enforcement.

The Company shall maintain the Administration Agreement or a replacement agreement sufficient to provide the corporate administration, loan platform administration, loan servicing and note servicing functions required for Outstanding Notes, unless those functions are performed directly by the Company as permitted by the Program Documents.

The Company shall cause the Indenture Agent to be an express third-party beneficiary, collateral agent or enforcement representative, as applicable, for the benefit of Holders in their capacities as Holders of Notes and attached LOF Management Rights, with respect to the obligations of the Platform Operator under the Administration Agreement to the extent described in the Offering Documents. No Holder has an individual contractual right under this Indenture to enforce those obligations, except through the collective enforcement mechanism in Section 5.05.

Nothing in this Indenture limits, waives, releases or modifies any Holder's rights under federal securities laws, including rights arising from the purchase of LOF Management

Rights. The contractual limitations on individual enforcement in this Indenture apply only to contractual rights under this Indenture and the Program Documents.

The Company shall not amend, waive or terminate provisions of the Administration Agreement relating to servicing, administration, reporting, repurchase, indemnification, limited recourse or the Indenture Agent's third-party beneficiary rights in a manner materially adverse to Holders without the consent required by Article VIII and any consent required by the LLC Agreement.

Section 3.04 Servicing; No Agent Servicing Duty.

The Servicer shall service and administer the Borrower Loans and Notes under the Administration Agreement and the Servicing Standard. Subject to the Servicing Standard and the Program Documents, the Servicer may bill, collect, apply payments, engage collection agencies, modify repayment terms, grant forbearances, waive fees, settle, charge off, sell, or otherwise manage delinquent or defaulted Borrower Loans without Holder consent.

The Indenture Agent is not the Platform Operator, Servicer, Registrar or Paying Agent unless it expressly accepts that role in a separate signed writing. The Indenture Agent has no duty to service Borrower Loans or Notes, maintain the Platform, communicate with Borrowers, collect payments, calculate fees, prepare investor statements, make tax reports, monitor delinquencies, pursue collections, modify loans, charge off loans, or verify borrower, investor or platform information.

Section 3.05 Successor Servicer.

If the Servicer resigns, is terminated, becomes incapable of acting, or materially fails to perform servicing obligations, the Company shall use commercially reasonable efforts to arrange continued servicing for Outstanding Borrower Loans and Notes in accordance with the Program Documents and Applicable Law.

The Indenture Agent may, but has no duty to, appoint a successor servicer or replacement service provider if: (a) an Event of Default is continuing or the Company fails to appoint a successor after required transition; (b) Required Holders direct the appointment in writing; (c) the proposed successor is legally permitted and operationally capable of performing the assigned functions; and (d) the Indenture Agent receives funding, security and indemnity satisfactory to it for all costs, expenses and liabilities.

The Indenture Agent may serve as successor servicer only if it separately agrees in writing and is legally and operationally capable of performing the accepted functions. Any successor arrangement may be limited to outstanding Borrower Loans and Notes and need not include new loan origination, underwriting, marketplace operation or issuance of new Notes.

Section 3.06 Collection Account; DACA.

The Company shall maintain the Collection Account at the Account Bank in the Company's name for the benefit of the Indenture Agent as secured party for the Holders. The Collection Account shall be subject to a DACA in form reasonably acceptable to the Company, the Account Bank and the Indenture Agent. The Company shall cause the

Servicer to direct all Borrower Loan Payments and other collections on or relating to Borrower Loans to the Collection Account and to deposit promptly into the Collection Account any such amounts received outside the Collection Account.

The Indenture Agent's exclusive instruction rights under the DACA shall be springing. Before the Indenture Agent delivers a control notice following a continuing Event of Default, the Company may, directly or through the Servicer, direct dispositions from the Collection Account in the ordinary course and in accordance with the Program Documents. Upon and during a continuing Event of Default after delivery of the required control notice, including following any valid Holder direction under Article V, the Account Bank shall follow the Indenture Agent's instructions as provided in the DACA.

The Indenture Agent has no duty to monitor the Collection Account, confirm deposits, review withdrawals, police application of funds, verify fees or charges, or determine whether the Account Bank has complied with the DACA, except to the extent the Indenture Agent expressly agrees otherwise in writing.

Section 3.07 Separateness and Organizational Restrictions.

The Company shall comply in all material respects with the separateness covenants and special purpose restrictions in the LLC Agreement while any Note is Outstanding. The Company shall not amend those provisions in a manner materially adverse to Holders except as permitted by the LLC Agreement and Article VIII.

The Company shall not engage in any business, incur indebtedness, pledge assets, merge, dissolve, liquidate or take material actions except as permitted by the LLC Agreement and the Program Documents.

Section 3.08 Further Assurances.

The Company shall execute, deliver, file and record, at its expense, such instruments, notices, financing statements, amendments, continuations, control agreements and other documents as are reasonably necessary to carry out this Indenture, preserve the lien granted to the Indenture Agent, and maintain the intended perfection of the security interest in the Collateral.

ARTICLE IV - COLLATERAL AND SECURITY INTEREST

Section 4.01 Grant of Security Interest.

To secure the due payment and performance of the Company's obligations under this Indenture and the Notes, other than the Company's repurchase or indemnification obligations to Holders expressly stated in the Notes or Offering Documents to be general unsecured obligations of the Company, the Company pledges, assigns and grants to the Indenture Agent, as secured party and collateral agent for the benefit of Holders as their interests appear, a continuing security interest in all of the Company's right, title and interest, whether now owned or later acquired and whether now existing or later arising, in, to and under the following:

(a) the Borrower Loans, including promissory notes, borrower loan agreements, borrower registration or platform agreements and other Borrower Loan Documents;

(b) the Collection Account and all money and other property credited to or carried in the Collection Account;

(c) all Borrower Loan Payments, Borrower Loan Net Payments, cash, instruments, accounts, payment intangibles, general intangibles, income, collections and other amounts due, received or receivable on or in exchange for the Borrower Loans or Collection Account;

(d) all rights of the Company to make claims, demand performance, bring actions, give or withhold notices, grant or refuse requests, exercise remedies, waivers, consents, approvals and other rights relating to the foregoing; and

(e) all proceeds, products, substitutions, replacements, accessions and profits of the foregoing.

The property described above is the "Collateral." The LOF Management Rights are not Collateral, do not generate payment obligations of LOF to Holders, and do not guarantee any Note or Borrower Loan.

Section 4.02 Perfection; DACA; Financing Statements.

The Company authorizes the filing of UCC financing statements and amendments describing the Collateral. The Company shall file or cause to be filed such financing statements and continuations as are necessary to maintain the intended perfected security interest in the Collateral. The Indenture Agent may file such financing statements but has no duty to do so unless the Company provides all information, filing forms, fees and indemnity reasonably requested by the Indenture Agent.

The Company shall maintain a DACA for the Collection Account that is intended to provide Article 9 control from execution. The Company shall not move the Collection Account to another Account Bank unless a replacement DACA is effective before or concurrently with the move, except where temporary emergency action is reasonably required to preserve collections and a replacement DACA is obtained as promptly as practicable.

The Company shall not grant any Lien on the Collateral other than the Lien granted to the Indenture Agent and Liens permitted by the Program Documents.

Promptly after the execution and delivery of this Indenture, and in any event before the first issuance of Notes, the Company shall furnish to the Indenture Agent an Opinion of Counsel stating either (a) that all UCC financing statements necessary to perfect, to the extent perfection may be achieved by filing, the lien and security interest intended to be created by this Indenture have been duly filed and reciting the details of those filings, or (b) that no such filing is necessary to make that lien and security interest effective.

At least annually after the execution and delivery of this Indenture while any Notes are Outstanding, the Company shall furnish to the Indenture Agent an Opinion of Counsel stating either (a) that all UCC financing statements and continuation statements necessary to continue the effectiveness of that lien and security interest have been duly filed and reciting the details of those filings or referring to prior Opinions of Counsel in which those details were given, or (b) that no such filing action is then necessary to continue the effectiveness of that lien and security interest.

In rendering an Opinion of Counsel under this Section, counsel may rely as to factual matters on an Officer Certificate concerning the Company's exact legal name, jurisdiction of organization, the description of the Collateral and other filing-related facts, unless counsel knows that the Officer Certificate is erroneous.

Section 4.03 No Direct Holder Lien or Direct Borrower Enforcement.

The Indenture Agent holds the security interest in the Collateral for the benefit of Holders. Holders do not hold separate or direct security interests in the Collateral and may not individually exercise secured party remedies, control the Collection Account, enforce Borrower Loans, contact Borrowers for collection, or direct Borrower Loan servicing except through this Indenture and the Program Documents.

Section 4.04 Limits on Exercise of Collateral Rights.

Before the occurrence and continuance of an Event of Default of which the Indenture Agent has actual knowledge, the Indenture Agent shall not exercise exclusive instruction rights over the Collection Account, enforce Borrower Loans, deliver a DACA control notice, or otherwise exercise remedies against the Collateral.

Upon and during a continuing Event of Default, and subject to Article V, the Company grants the Indenture Agent the full, exclusive and irrevocable power to exercise the Company's rights with respect to the Collateral, including rights under Borrower Loan Documents and the Collection Account, to the extent necessary or appropriate to enforce this Indenture and the Notes.

Section 4.05 Excess Amounts; Fees and Charges.

The Company or Servicer may withdraw, net, retain or transfer from the Collection Account amounts that are not Borrower Loan Net Payments payable to Holders, including the Servicing Fee, Administration Fee and Other Payments and Charges, in each case as permitted by the Program Documents. The Indenture Agent has no duty to verify calculation, deduction or transfer of those amounts.

Section 4.06 Releases of Collateral.

Collateral relating to a Borrower Loan may be released without Holder consent to the extent the release results from payment, permitted sale, settlement, charge-off, final maturity, repurchase, indemnification, collection expense payment, transfer to a collection agency, or other servicing action permitted by the Program Documents. Any release shall be subject to the Company's obligation to apply proceeds as required by this Indenture and the Notes.

The Indenture Agent shall execute releases, termination statements or related documents reasonably requested by the Company if the Company delivers a Company Order and the Officer Certificate, Opinion of Counsel and any other evidence required by Section 9.03, including a statement in the Officer Certificate that the release is permitted by this Indenture and all required proceeds have been or will be applied as required. The Indenture Agent may require indemnity before executing any release.

ARTICLE V - DEFAULTS AND REMEDIES

Section 5.01 Events of Default.

Each of the following is an Event of Default:

(a) with respect to a series, the Company fails for thirty-one (31) days after the applicable due date to pay a principal or interest amount that is due and payable on a Note of that series and that is required to be paid under Section 2.07;

(b) the Company fails to perform a covenant or agreement in this Indenture or the Notes, other than a payment obligation described in clause (a), and that failure continues for ninety (90) days after the Company receives a Notice of Default from the Indenture Agent or from Holders of at least twenty-five percent (25%) in aggregate Principal Amount of the Outstanding Notes affected by the failure; provided that, if the failure cannot reasonably be cured within ninety (90) days and the Company begins and diligently pursues cure within that period, the cure period extends for up to an additional ninety (90) days so long as the failure is capable of cure and does not materially impair payments then due on affected Notes;

(c) the Company commences a voluntary bankruptcy, insolvency, receivership, liquidation, assignment for benefit of creditors, reorganization or similar proceeding;

(d) an involuntary bankruptcy, insolvency, receivership, liquidation, reorganization or similar proceeding is commenced against the Company and is not dismissed, stayed or discharged within ninety (90) days, or a custodian, receiver, trustee, liquidator or similar official is appointed for the Company or a substantial part of its property and the appointment is not dismissed, stayed or discharged within ninety (90) days; or

(e) the Company admits in writing its inability to pay its debts generally as they become due or takes limited liability company action in furtherance of any action described in clauses (c) or (d).

A Borrower's failure to pay a Corresponding Borrower Loan is not, by itself, an Event of Default. An Event of Default for one series is not automatically an Event of Default for any other series unless the same facts independently constitute an Event of Default for the other series or for all Notes.

A notice under clause (b) must specify the Default, demand that it be remedied, and state that it is a "Notice of Default."

Section 5.02 Acceleration.

If an Event of Default described in Section 5.01(a) or (b) occurs and is continuing with respect to a series, the Indenture Agent, or Holders of at least twenty-five percent (25%) in aggregate Principal Amount of the Outstanding Notes of that series, may declare the Principal Amount of that series and accrued interest to be immediately due and payable, subject to the payment-dependent and limited-recourse terms of this Indenture and the Notes.

If an Event of Default described in Section 5.01(c), (d) or (e) occurs and is continuing, the Principal Amount of all Outstanding Notes and accrued interest shall become immediately due and payable without action by the Indenture Agent or any Holder, subject to the limited-recourse terms of this Indenture and the Notes.

Holders of a majority in aggregate Principal Amount of the affected Outstanding Notes may rescind an acceleration if the rescission would not conflict with a judgment or decree and all Events of Default giving rise to the acceleration have been cured or waived. No rescission affects any later Default or Event of Default.

Section 5.03 Remedies.

If an Event of Default occurs and is continuing, the Indenture Agent may pursue available remedies to collect amounts due on affected Notes, enforce this Indenture, enforce the Notes, exercise secured party rights under the UCC and other Applicable Law, deliver a control notice under the DACA, and enforce rights in the Collateral.

The Indenture Agent may recover judgment in its own name, as contractual representative and authorized enforcement agent of the Holders, against the Company for amounts due and unpaid on affected Notes and amounts due to the Indenture Agent under this Indenture.

The Indenture Agent may maintain a proceeding even if it does not possess the Notes or produce them in the proceeding. Delay or omission by the Indenture Agent or any Holder in exercising a right or remedy does not impair the right or remedy or constitute waiver or acquiescence. Remedies are cumulative to the extent permitted by Applicable Law.

The Indenture Agent's exercise of remedies is subject to the prudent-exercise obligation in Section 6.02 and does not require prior Holder direction. Holders retain the direction rights stated in Section 5.05. The Indenture Agent may require funding, security and indemnity only to the extent permitted by Section 6.03.

Section 5.04 Waiver of Defaults.

Holders of a majority in aggregate Principal Amount of the Outstanding Notes of an affected series may waive an existing Default or Event of Default for that series and its consequences, except a payment default under Section 5.01(a) or a Default relating to a provision that cannot be amended without the consent of each affected Holder. When waived, the Default is deemed cured, but the waiver does not extend to later or different Defaults.

Section 5.05 Control and Direction by Holders.

Holders of a majority in aggregate Principal Amount of the affected Outstanding Notes may direct the time, method and place of conducting any proceeding or exercising any remedy available to the Indenture Agent with respect to those Notes or related Collateral.

Holders of at least twenty-five percent (25%) in aggregate Principal Amount of all Outstanding Notes may direct the Indenture Agent to enforce its rights under the Administration Agreement with respect to the Servicer's loan and note servicing obligations, including related indemnification rights.

Holders of at least twenty-five percent (25%) in aggregate Principal Amount of all Outstanding Notes may direct the Indenture Agent to enforce its rights under the Administration Agreement with respect to other corporate administration, loan platform administration, reporting, transition, third-party beneficiary or related obligations.

Holder direction under the two preceding paragraphs may be given whether or not an Event of Default exists. The Indenture Agent may refuse any direction that conflicts with Applicable Law or this Indenture, is unduly prejudicial to non-directing Holders, would involve the Indenture Agent in personal liability, or is not accompanied by funding, security and indemnity satisfactory to the Indenture Agent.

Section 5.06 Limitation on Individual Suits.

A Holder may not pursue a contractual remedy with respect to this Indenture, a Note or the Collateral unless:

(a) the Holder gives the Indenture Agent written notice that an Event of Default for the affected series is continuing;

(b) Holders of at least twenty-five percent (25%) in aggregate Principal Amount of the Outstanding Notes of that series request in writing that the Indenture Agent pursue the remedy;

(c) the requesting Holders offer security or indemnity satisfactory to the Indenture Agent against costs, expenses and liabilities;

(d) the Indenture Agent does not comply with the request within sixty (60) days after receiving the notice, request and offer of security or indemnity; and

(e) during that sixty (60)-day period, Holders of a majority in aggregate Principal Amount of the Outstanding Notes of the affected series do not give the Indenture Agent a direction inconsistent with the request.

No Holder may use this Indenture to prejudice another Holder or obtain preference or priority over another Holder. This Section does not limit any non-waivable right under federal securities laws.

Section 5.07 Right to Receive Payment.

Subject to the payment-dependent and limited-recourse terms of this Indenture and the Notes, and notwithstanding Section 5.06 or any other provision of this Indenture, each Holder's right to receive payment of principal and interest on its Note on or after the due date stated in that Note, or to institute suit for the enforcement of any such payment on or after that due date, shall not be impaired or affected without that Holder's consent. This Section does not create any obligation to pay amounts that are not payable under Section 2.07 or the applicable Note.

Section 5.08 Proofs of Claim.

In any receivership, insolvency, bankruptcy, liquidation, reorganization or similar proceeding involving the Company, the Indenture Agent may file proofs of claim, assert secured claims, vote claims, collect and receive distributions, and take other actions as it determines are reasonably necessary to protect the interests of Holders, subject to its rights to direction, funding, security and indemnity under this Indenture.

Section 5.09 Application of Collections After Remedies.

If the Indenture Agent collects money after exercising remedies under this Article V, it shall apply the money in the following order:

(a) first, to the Indenture Agent for all amounts due under this Indenture, whether attributable to the affected series, another series or the program generally, including fees, costs, expenses, advances and indemnified amounts;

(b) second, to Holders of the Notes for which or for whose benefit the money was collected, ratably and without preference, according to the amounts due and payable on those Notes for principal and interest under this Indenture and the applicable Notes;

(c) third, to the Company or any other Person legally entitled to the balance.

The Indenture Agent may set a record date and payment date for distributions under this Section.

Section 5.10 Undertaking for Costs.

In any suit to enforce rights under this Indenture or any suit against the Indenture Agent for action taken or omitted, a court may require any party litigant other than the Indenture Agent to file an undertaking to pay costs and may assess reasonable costs and attorneys' fees against any party litigant, having due regard to the merits and good faith of the claims or defenses. This Section does not apply to a suit by the Indenture Agent, a suit by a Holder under Section 5.07, or a suit by Holders of more than ten percent (10%) in aggregate Principal Amount of the affected Outstanding Notes.

Section 5.11 Waiver of Stay, Extension and Usury Laws.

To the fullest extent it may lawfully do so, the Company waives the benefit of any stay, extension, moratorium, usury or similar law that would impair the Company's covenants or the Indenture Agent's exercise of powers under this Indenture.

ARTICLE VI - INDENTURE AGENT

Section 6.01 Appointment; Limited Contractual Role.

The Company appoints the Indenture Agent as indenture agent, collateral agent, secured party and representative of the Holders under this Indenture. The Indenture Agent accepts that appointment solely on the terms stated in this Indenture.

The Indenture Agent is not responsible for the correctness of the recitals, the validity, legality, sufficiency or adequacy of this Indenture, the Notes, the Collateral, the Offering

Documents or any Borrower Loan. The Indenture Agent is not responsible for the Company's or LOF's use of proceeds, securities-law compliance, consumer-law compliance, tax reporting, borrower underwriting, Risk Ratings, servicing, reporting, investor eligibility or transfer compliance.

Section 6.02 Duties of Indenture Agent.

Before the occurrence and continuance of an Event of Default of which the Indenture Agent has actual knowledge, the Indenture Agent shall perform only the duties expressly stated in this Indenture. No implied duties, covenants, fiduciary duties or monitoring obligations shall be read into this Indenture against the Indenture Agent.

After an Event of Default has occurred and is continuing and the Indenture Agent has actual knowledge of it, the Indenture Agent shall exercise the rights and powers vested in it by this Indenture and shall use the same degree of care and skill in their exercise as a prudent person would exercise or use under the circumstances in the conduct of that person's own affairs, subject to Applicable Law, valid Holder direction under the first paragraph of Section 5.05, and the limitations in Section 6.03. The Indenture Agent has no duty to risk or advance its own funds.

The Indenture Agent is deemed to have actual knowledge of a Default only when the individual serving as Indenture Agent or, if an entity serves as Indenture Agent, a responsible officer or designated representative of that entity assigned to administer this Indenture, either has actual knowledge of the Default or receives written notice at the notice address specified for default notices that references this Indenture and states that a Default has occurred.

Section 6.03 Rights and Protections.

The Indenture Agent may rely conclusively on the Register, Series Reports, Series Supplements, servicing reports, payment reports, account statements, Company Orders, Holder directions, notices and other documents that it reasonably believes to be genuine and signed or delivered by the proper Person. In the absence of bad faith, the Indenture Agent may rely conclusively, as to the truth of the statements and the correctness of the opinions expressed therein, on Officer Certificates and Opinions of Counsel furnished to it that conform on their face to the requirements of this Indenture. The Indenture Agent shall examine each Officer Certificate and Opinion of Counsel specifically required to be furnished to it under this Indenture to determine whether it conforms on its face to those requirements. The Indenture Agent need not verify mathematical calculations, factual statements, borrower information, payment histories, ownership records or legal conclusions contained in those materials.

The Indenture Agent may consult counsel, accountants, agents, custodians and other professionals and may rely on their advice. The Indenture Agent may act directly or through agents or attorneys and shall not be responsible for the misconduct or negligence of any agent or attorney appointed with due care.

No provision of this Indenture relieves the Indenture Agent from liability for its own negligent action, its own negligent failure to act, bad faith or willful misconduct, except that: (a) this sentence does not limit the first paragraph of Section 6.02 or the first paragraph of this Section 6.03; (b) the Indenture Agent shall not be liable for an error of judgment made in good faith by the individual serving as Indenture Agent or by a responsible officer or designated representative of an entity serving as Indenture Agent, unless it is proved that the Indenture Agent was negligent in ascertaining the pertinent facts; and (c) the Indenture Agent shall not be liable for action taken or omitted in good faith in accordance with a valid direction under the first paragraph of Section 5.05 concerning the time, method and place of conducting a proceeding or exercising a remedy. Subject to the preceding sentence, the Indenture Agent shall not be liable for any action taken, suffered or omitted in good faith and reasonably believed by it to be authorized or within its rights or powers, or for special, indirect, punitive or consequential damages, including lost profits.

The Indenture Agent has no duty to investigate facts or matters stated in any document, monitor the Company, LOF, the Servicer, the Account Bank, any Borrower, any collection agency or any Holder, calculate or monitor compliance with Section 2.02 or the thirty-six-month determination required by Section 2.03, determine whether a Default exists, determine whether a direction is prejudicial to Holders, or inspect books, records, accounts, collateral or loan files. The Indenture Agent may rely conclusively on the Register and any Officer Certificate or Company certification delivered concerning compliance with Sections 2.02 and 2.03.

The Indenture Agent may require funding, security and indemnity reasonably satisfactory to it before following a Holder direction or taking a discretionary remedial action that would require it to advance or risk its own funds or otherwise incur financial liability. An express ministerial duty that does not require such advance, risk or liability, and the prudent exercise required by the second paragraph of Section 6.02 to the extent it can be performed without such advance, risk or liability, are not conditioned on Holder direction or receipt of funding, security or indemnity. The Indenture Agent is not required to give any bond or surety.

Section 6.04 Notice of Defaults.

Subject to the following sentence, if a Default with respect to a series occurs and is continuing and is actually known to the Indenture Agent, the Indenture Agent shall give notice of that Default to each Holder of that series (a) within ninety (90) days after the Default occurs or (b), if the Indenture Agent first obtains actual knowledge of the Default after that ninety (90)-day period has expired, immediately upon obtaining actual knowledge. Except in the case of a Default in the payment of principal of or interest on a Note, the Indenture Agent may withhold the notice if and so long as the individual serving as Indenture Agent or, if an entity serves as Indenture Agent, a responsible officer or designated representative of that entity assigned to administer this Indenture, determines in good faith that withholding the notice is in the interests of the affected Holders.

Section 6.05 Compensation and Indemnity.

The Company shall pay the Indenture Agent the compensation agreed in writing and shall reimburse the Indenture Agent for reasonable costs, expenses, disbursements and advances incurred in connection with this Indenture, including reasonable fees and expenses of counsel, agents and experts.

The Company shall indemnify and hold harmless the Indenture Agent and its officers, directors, members, managers, employees, agents and representatives against any loss, liability, damage, claim, cost or expense arising out of or relating to the acceptance or performance of its role under this Indenture, except to the extent finally determined by a court of competent jurisdiction to have resulted from the Indenture Agent's own negligent action, negligent failure to act, bad faith or willful misconduct.

The Indenture Agent shall have a lien senior to the Notes on money or property held or collected by it, except money held solely for payment of principal or interest on particular Notes and not commingled with other amounts. The Company's obligations under this Section survive resignation, removal, discharge and termination of this Indenture.

Section 6.06 Eligibility and Independence.

The Indenture Agent need not be a bank, trust company or trustee qualified under the Trust Indenture Act. The Indenture Agent may be a company, attorney, professional services provider or other Person legally permitted to perform the limited contractual role stated in this Indenture.

The Indenture Agent must be independent of the Company and LOF. The Indenture Agent shall not be an Affiliate of the Company or LOF, shall not be controlled by the Company or LOF, shall not be an officer, manager, member or employee of the Company or LOF, and shall not be a material creditor of the Company or LOF except for amounts owing to it under this Indenture or another arm's-length Program Document.

The Company shall remove the Indenture Agent if the Indenture Agent becomes an Affiliate of the Company or LOF, is adjudged bankrupt or insolvent, has a receiver or public officer appointed for it or a substantial part of its property, becomes legally incapable of acting, or otherwise fails to satisfy the eligibility requirements of this Section and does not cure the failure within thirty (30) days after notice.

Section 6.07 Resignation, Removal and Successor.

The Indenture Agent may resign by giving written notice to the Company. Holders of a majority in aggregate Principal Amount of all Outstanding Notes may remove the Indenture Agent by written notice to the Indenture Agent and the Company. No resignation or removal is effective until a successor Indenture Agent accepts appointment, unless a court of competent jurisdiction orders otherwise.

If the Indenture Agent resigns, is removed, becomes incapable of acting, or a vacancy otherwise exists, the Company shall promptly appoint a successor that satisfies Section 6.06. If an Event of Default is continuing, Holders of a majority in aggregate Principal Amount of all Outstanding Notes may appoint the successor. If no successor accepts appointment within thirty (30) days, the Company, the retiring Indenture Agent or Holders of a majority in aggregate Principal Amount of all Outstanding Notes may petition a court of competent jurisdiction to appoint a successor.

A successor Indenture Agent shall deliver a written acceptance to the Company and retiring Indenture Agent. Upon effectiveness, the successor shall have all rights, powers, protections and duties of the Indenture Agent, and the retiring Indenture Agent shall transfer Collateral or records held by it to the successor, subject to its lien and payment rights under Section 6.05.

Section 6.08 Merger or Conversion of Indenture Agent.

Any Person into which the Indenture Agent is merged or converted, or any Person resulting from consolidation with the Indenture Agent or succeeding to substantially all of the Indenture Agent's relevant business, shall be the successor Indenture Agent if it satisfies Section 6.06 and assumes this Indenture in writing.

Section 6.09 Reports by Indenture Agent.

Within sixty (60) days after each anniversary of the date on which the first Note is issued under this Indenture, beginning with the first such anniversary, the Indenture Agent shall transmit by electronic mail a brief report dated as of that anniversary to each Holder of an Outstanding Note shown on the Register as of that anniversary and to each other Person who was a Holder and, within the preceding two years, filed with the Indenture Agent an address for the purpose of receiving reports. The report shall describe each of the following events occurring during the preceding twelve (12) months:

(a) any change in the Indenture Agent's satisfaction of Section 6.06, and any creation of or material change in a common trusteeship or agency appointment, underwriting, management, employment, control, ownership, securities-holding or creditor relationship involving the Indenture Agent, the Company, LOF or any underwriter that could materially affect the Indenture Agent's independence;

(b) the character and amount of any advances made by the Indenture Agent that remain unpaid on the report date, for reimbursement of which the Indenture Agent claims or may claim a Lien or charge prior to the Notes on the Collateral or on property or funds held or collected by it, if those unpaid advances exceed one-half of one percent (0.5%) of the aggregate Principal Amount of all Outstanding Notes on the report date;

(c) any change in the amount, interest rate or maturity of indebtedness owing by the Company to the Indenture Agent in its individual capacity, together with a brief description of any collateral securing that indebtedness, other than indebtedness arising from an authorized and previously reported protective advance, an ordinary disbursement made in an agency capacity, services rendered, premises rented or a cash transaction;

(d) any change in the property or funds held or possessed by the Indenture Agent in its capacity under this Indenture on the report date;

(e) each Reportable Collateral Release, and the consideration received for it, that the Indenture Agent has not previously reported to the recipients of the report;

(f) the number of additional series of Notes issued during the reporting period and their aggregate original Principal Amount, if the Indenture Agent has not previously reported those issuances, together with identification of the Series Reports made publicly available at the Platform address stated in the report; and

(g) each action taken by the Indenture Agent in performing its duties under this Indenture that it has not previously reported and that, in its good-faith opinion, materially affects the Notes or the Collateral, other than action concerning a Default for which notice has been withheld in accordance with Section 6.04.

The Indenture Agent shall transmit the annual report for each annual reporting period in which one or more events described above occurred.

Within thirty (30) days after each such anniversary, the Company shall deliver to the Indenture Agent an Officer Certificate and a proposed annual report stating: (a) the number of additional series issued during the reporting period and their aggregate original Principal Amount; (b) the public Platform address for the applicable Series Reports; (c) each Reportable Collateral Release and the consideration received for it; (d) the aggregate Principal Amount of all Outstanding Notes on each date relevant to a calculation under this Section; and (e) the electronic addresses of the recipients described above. The Indenture Agent shall complete the report with information from its records concerning the matters described in clauses (a) through (d) and (g) above and shall transmit the completed report within the time specified in this Section.

A "Collateral Realization Event" means: (a) payment or payoff of a Borrower Loan and conversion of the related Collateral into cash proceeds subject to the Lien; (b) collection, deposit, application or distribution of Collateral or proceeds in accordance with this Indenture; (c) a charge-off that preserves the legal right to collect the applicable obligation as Collateral; (d) placement of an obligation with a collection agency without transferring ownership or releasing the Lien; or (e) a modification or forbearance under which the modified obligation remains subject to the Lien.

A "Reportable Collateral Release" means any release, or release and substitution, of property subject to the Lien of this Indenture other than a Collateral Realization Event, including: (a) a sale or assignment of a Borrower Loan out of the Collateral; (b) substitution of a Borrower Loan or other Collateral; (c) settlement, forgiveness, compromise or abandonment that affirmatively releases all or part of a Borrower obligation; (d) a release associated with repurchase or cancellation where the applicable Collateral ceases to secure any Outstanding Note; (e) release of the Collection Account or termination of the DACA while any Note is Outstanding; (f) an executed partial release or UCC termination affecting Collateral; (g) release of all or substantially all Collateral before discharge under Article VII; or (h) any other release, or release and substitution, of property subject to the Lien that is not a Collateral Realization Event.

The Company shall determine in good faith whether each transaction affecting Collateral constitutes a Reportable Collateral Release. Within ten (10) Business Days after each Reportable Collateral Release, the Company shall deliver to the Indenture Agent an Officer Certificate that: (a) describes the property released and the consideration received; (b) states the release date; (c) states the fair value of the property released as calculated or obtained by the Company and set forth in the applicable certificate or opinion; (d) states the aggregate Principal Amount of all Outstanding Notes at the time of release; and (e) states the percentage that the fair value of the property released bears to that aggregate Principal Amount. For each Reportable Collateral Release having a fair value equal to or greater than ten percent (10%) of the aggregate Principal Amount of all

Outstanding Notes at the time of release, the Company shall deliver a proposed special report with the Officer Certificate, and the Indenture Agent shall transmit the special report to the recipients described above within ninety (90) days after the release. Each other Reportable Collateral Release shall be included in the next applicable annual report unless previously reported by the Indenture Agent.

Promptly after making an advance for reimbursement of which the Indenture Agent claims or may claim a Lien or charge prior to the Notes on the Collateral or on property or funds held or collected by it, the Indenture Agent shall notify the Company of the date, purpose, amount and unpaid balance of the advance. Within five (5) Business Days after receiving that notice, the Company shall deliver an Officer Certificate stating the aggregate Principal Amount of all Outstanding Notes and the percentage represented by the unpaid advance and, if that percentage exceeds ten percent (10%), a proposed special report. If advances remaining unpaid at any time exceed ten percent (10%) of the aggregate Principal Amount of all Outstanding Notes at that time, the Indenture Agent shall transmit to the recipients described above, within ninety (90) days after the threshold is exceeded, a brief report describing the character and amount of the advances made since the last annual report, or since execution of this Indenture if no annual report has been transmitted, that have not previously been reported under this paragraph.

The Indenture Agent may rely under Section 6.03 on each Officer Certificate, certificate, opinion, proposed report, calculation and recipient list delivered by the Company under this Section.

ARTICLE VII - SATISFACTION AND DISCHARGE

Section 7.01 Discharge.

This Indenture shall cease to be of further effect with respect to all Notes, or with respect to all Notes of a particular series, when:

(a) all such Notes have been cancelled, repurchased, paid in full or otherwise are no longer Outstanding;

(b) all such Notes have become due and payable, or will become due and payable within one hundred twenty (120) days, and the Company has deposited or caused to be deposited in the Collection Account or with a Paying Agent an amount sufficient to pay all amounts then payable on those Notes under their terms;

(c) the Company has paid or provided for all other amounts payable by the Company under this Indenture with respect to those Notes; and

(d) the Company has delivered to the Indenture Agent an Officer Certificate and an Opinion of Counsel, each stating that the conditions to discharge have been satisfied.

No legal or covenant defeasance is provided for the Notes.

Section 7.02 Survival; Repayment of Unclaimed Funds.

Any money held for payment of Notes and remaining unclaimed for two (2) years after the payment date may be returned to the Company to the extent permitted by Applicable Law. After return, the Holder's claim is against the Company only to the extent provided by Applicable Law and the limited-recourse provisions of this Indenture and the Notes.

Sections relating to compensation, indemnity, limitations of liability, no recourse, no petition, governing law, jurisdiction, waiver of jury trial and any other provision that by its nature should survive shall survive discharge, resignation, removal and termination.

ARTICLE VIII - AMENDMENTS AND SUPPLEMENTS

Section 8.01 Amendments Without Holder Consent.

The Company and the Indenture Agent may amend or supplement this Indenture or any Note without Holder consent to:

(a) cure an ambiguity, omission, defect or inconsistency;

(b) evidence a successor to the Company or Indenture Agent;

(c) add, preserve or perfect Collateral or maintain the DACA or Collection Account structure;

(d) conform this Indenture or the Notes to the Offering Documents, Series Reports or Series Supplements, if the conformity does not materially adversely affect Holders;

(e) add covenants, Events of Default or protections for Holders;

(f) make changes required or reasonably requested by a Governmental Authority, the Texas State Securities Board, the Account Bank or counsel in connection with qualification, waiver, filing, perfection or administration of the offering, if the change does not materially adversely affect Holders;

(g) replace references to a trustee or TIA-qualified trustee with references to the Indenture Agent in a manner consistent with this Indenture;

(h) make administrative changes relating to electronic records, transfer procedures, payment mechanics, tax reporting or notices; or

(i) make any other change that does not materially adversely affect Holders.

Section 8.02 Amendments With Holder Consent.

Except as provided in Section 8.01, the Company and the Indenture Agent may amend this Indenture or the Notes of any series with the written consent of Holders of a majority in aggregate Principal Amount of the Outstanding Notes of each affected series.

Without the consent of each affected Holder, no amendment may:

(a) change the stated maturity of principal or interest on a Note, except for the automatic extension to the Final Maturity Date provided in the Note;

(b) reduce the Principal Amount, interest rate or Borrower Loan Net Payment share payable on a Note;

(c) change the currency of payment;

(d) impair the right to sue for payment under Section 5.07, subject to the payment-dependent and limited-recourse terms of the Notes;

(e) reduce the percentage of Holders required to approve an amendment, waiver, acceleration, rescission, direction or other action;

(f) release all or substantially all Collateral except as permitted by this Indenture;

(g) modify the payment priority in Section 5.09 in a manner adverse to Holders; or

(h) modify this Section 8.02 or Section 5.04, 5.06 or 5.07 in a manner adverse to Holders.

An amendment affecting only one series does not affect the rights of Holders of any other series. Consent to the substance of an amendment is sufficient; Holders need not approve the exact form.

Section 8.03 Effect and Revocation of Consents.

A consent, waiver or direction by a Holder binds that Holder and each subsequent Holder of the same Note unless revoked before the Company certifies to the Indenture Agent that the required percentage has consented. After an amendment or waiver becomes effective, it binds all Holders of the affected Notes. The Company shall give notice of each material amendment to affected Holders promptly after effectiveness.

Section 8.04 Indenture Agent to Sign Amendments.

The Indenture Agent shall sign an amendment or supplement authorized under this Article if the amendment does not adversely affect the Indenture Agent's rights, duties, protections, liabilities or immunities. If it does, the Indenture Agent may sign but is not required to sign. In signing any amendment or supplement, the Indenture Agent shall receive an Officer Certificate and an Opinion of Counsel, each stating that the amendment or supplement is authorized or permitted by this Indenture and that all conditions precedent relating to it have been complied with.

ARTICLE IX - MISCELLANEOUS

Section 9.01 Notices.

Notices under this Indenture shall be in writing and may be delivered by hand, nationally recognized overnight courier, certified mail, electronic mail or platform communication, to the address or electronic address maintained for the recipient. Notices to Holders may be sent to the address or electronic address in the Register.

Default notices to the Indenture Agent must be sent to: [•], Attention: [•], Email: [•], with a copy to [•], and must reference this Indenture and state that the notice is a default notice. A notice is effective only when received, except that electronic notices to Holders are effective when transmitted to the address or account shown in the Register unless the Company receives notice of failed delivery.

Section 9.02 Holder Communications.

The Company shall provide reasonable procedures for Holders to communicate with the Company and, where required by this Indenture or Applicable Law, with other Holders regarding rights under the Notes and this Indenture, subject to privacy, data security, platform, securities-law and other legal restrictions. The Indenture Agent has no duty to maintain a communication system for Holders.

Section 9.03 Certificates and Opinions.

Upon any request or application by the Company that the Indenture Agent take action under a provision of this Indenture for which this Indenture provides one or more conditions precedent, the Company shall deliver to the Indenture Agent: (a) an Officer Certificate stating that, in the opinion of the signing officer, all such conditions precedent have been complied with; (b) an Opinion of Counsel stating that, in the opinion of counsel, all such conditions precedent have been complied with; and (c) solely in the case of a condition precedent compliance with which is subject to verification by accountants, a certificate or opinion of an accountant stating whether that condition has been complied with. The accountant may be an officer or employee of the Company unless an independent public accountant would be required under Section 314(c)(3) of the Trust Indenture Act if this Indenture were qualified under that Act, in which case the accountant shall meet that independence requirement and be selected or approved by the Indenture Agent in the exercise of reasonable care.

Except for the annual Officer Certificate delivered under Section 3.02, each Officer Certificate, Opinion of Counsel or accountant's certificate or opinion delivered under Section 4.02 or this Section with respect to compliance with a condition or covenant shall include: (a) a statement that the person making it has read the applicable condition or covenant; (b) a brief statement describing the nature and scope of the examination or investigation on which it is based; (c) a statement that the person has made the examination or investigation necessary to express an informed opinion as to whether the condition or covenant has been complied with; and (d) a statement as to whether, in the opinion of that person, the condition or covenant has been complied with.

An Officer Certificate may rely, as to legal matters, on an Opinion of Counsel. An Opinion of Counsel may rely, as to factual matters, on an Officer Certificate or representations by an officer of the Company, unless the person signing the certificate or opinion knows, or in the exercise of reasonable care should know, that the matter relied upon is erroneous. An accountant's certificate or opinion may rely on the Company's books and records and officer representations in accordance with applicable professional standards.

Section 9.04 Governing Law; Jurisdiction; Jury Waiver.

This Indenture and the Notes are governed by the laws of the State of Texas, without regard to conflicts of law principles that would require application of another jurisdiction's law. The Company, the Indenture Agent and each Holder by accepting a Note submit to the exclusive jurisdiction of the federal and Texas state courts located in Travis County, Texas for any action arising out of or relating to this Indenture, the Notes or the transactions contemplated hereby, except that the Indenture Agent may enforce collateral rights in any jurisdiction where Collateral is located or where enforcement is necessary.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE COMPANY, THE INDENTURE AGENT AND EACH HOLDER BY ACCEPTING A NOTE WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS INDENTURE, THE NOTES OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 9.05 No Recourse Against Others; Federal Securities Laws.

The obligations under this Indenture and the Notes are solely obligations of the Company and are not obligations of LOF, any Borrower, the Indenture Agent, the Account Bank, the Servicer in its separate capacity, any manager, member, officer, employee, affiliate or agent of the Company or LOF, or any other Person. No recourse shall be had against any such Person for payment of any Note or for any claim based on any obligation of the Company under this Indenture or any Note, except to the extent that such Person separately undertakes an obligation in a signed writing or is liable under non-waivable law.

Nothing in this Indenture, any Note, any Subscription Agreement, any Investor Registration Agreement or any Program Document waives, limits, releases or modifies any right or remedy that any Holder may have under federal securities laws, including the Securities Act of 1933, the Securities Exchange Act of 1934 and the rules and regulations thereunder. Any provision that would be interpreted to waive or limit such rights is unenforceable to that extent.

Section 9.06 Limited Recourse.

Except for repurchase, indemnification or other obligations expressly stated in the Notes or Offering Documents, each Holder's recourse for scheduled payments on a Note is limited to (a) Borrower Loan Net Payments received on the Corresponding Borrower Loan and (b) after an Event of Default, proceeds of the Collateral allocated to that Note or series and collected and applied by the Indenture Agent under Article V. The Company's repurchase and indemnification obligations to Holders, if triggered under the Notes or Offering Documents, are general unsecured obligations of the Company and are not secured by the Collateral, supported by any reserve or segregated account, guaranteed by LOF or any other Person, or payable from Borrower Loan Net Payments before those amounts are applied as required by this Indenture and the applicable Note.

Section 9.07 No Petition.

The Indenture Agent and each Holder, by accepting a Note, agree not to institute against the Company any bankruptcy, insolvency, receivership or similar proceeding until one year and one day after all Notes have been paid in full or otherwise discharged. This Section does not prevent the Indenture Agent from filing proofs of claim or otherwise participating in a proceeding commenced by another Person.

Section 9.08 Severability.

If any provision of this Indenture or a Note is invalid, illegal or unenforceable, the remaining provisions remain effective to the fullest extent permitted by law.

Section 9.09 Successors and Assigns.

All agreements of the Company bind its permitted successors. All agreements of the Indenture Agent bind its successors under Article VI. Holders are bound by this Indenture by accepting Notes.

The Company shall not consummate or permit any consolidation, merger, recapitalization, reorganization, pledge foreclosure, equity or share exchange, conveyance or transfer of its properties and assets substantially as an entirety, or any other transaction having a substantially equivalent effect, unless, before or concurrently with effectiveness, each Person succeeding to the Company as issuer or obligor or acquiring those properties and assets expressly assumes, in a written instrument delivered to the Indenture Agent, the Company's payment obligations on the Notes in accordance with their terms and the performance of all Company covenants under this Indenture.

Section 9.10 Counterparts; Electronic Signatures.

This Indenture may be executed in counterparts. Signatures delivered by facsimile, PDF, electronic signature or other electronic transmission are effective as originals. The Notes, Register, consents, directions and notices may be maintained and delivered electronically to the extent permitted by Applicable Law and the Program Documents.

Section 9.11 Force Majeure.

The Indenture Agent is not liable for failure or delay caused by events beyond its reasonable control, including acts of God, natural disasters, war, terrorism, civil disturbance, strikes, outages, cyber incidents, system failures, utility failures, legal restrictions or governmental actions. The Indenture Agent shall use commercially reasonable efforts to resume performance when practicable.

[SIGNATURE PAGES FOLLOW.]

IN WITNESS WHEREOF, the parties have executed this Indenture as of the date first written above.

LIVE OAK FINANCIAL FUNDING LLC

By: ___________________________

Name: ___________________________

Title: ___________________________

[●], as Indenture Agent

By: ____________________________

Name: ____________________________

Title: ____________________________

EXHIBIT A

FORM OF BORROWER PAYMENT DEPENDENT NOTE

OFFERS AND SALES OF THESE SECURITIES WERE MADE UNDER AN EXEMPTION FROM REGISTRATION AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933. FOR A PERIOD OF SIX MONTHS FROM THE DATE OF THE SALE BY THE ISSUER OF THESE SECURITIES, ANY RESALE OF THESE SECURITIES (OR THE UNDERLYING SECURITIES IN THE CASE OF CONVERTIBLE SECURITIES) SHALL BE MADE ONLY TO PERSONS RESIDENT WITHIN THE STATE OR TERRITORY OF TEXAS.

FOR PURPOSES OF SECTIONS 1272, 1273 AND 1275 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, THIS BORROWER PAYMENT DEPENDENT NOTE (THIS "NOTE") IS BEING ISSUED WITH ORIGINAL ISSUE DISCOUNT ("OID") BECAUSE PAYMENTS ON THIS NOTE ARE DEPENDENT ON PAYMENTS ON THE CORRESPONDING BORROWER LOAN. THE ISSUE PRICE, AMOUNT OF OID AND YIELD TO MATURITY OF THIS NOTE WILL BE DETERMINED UNDER APPLICABLE U.S. FEDERAL INCOME TAX RULES BASED ON THE FINAL TERMS AND PURCHASE PRICE FOR THIS NOTE, INCLUDING ANY DISCOUNT OR PROMOTIONAL PRICING REFLECTED IN THE APPLICABLE OFFERING DOCUMENTS, SUBSCRIPTION TERMS, SERIES REPORT OR SERIES SUPPLEMENT. THE ISSUE DATE IS THE ORIGINAL ISSUE DATE. UPON REQUEST, THE COMPANY WILL PROMPTLY MAKE AVAILABLE TO THE HOLDER THE AMOUNT OF OID AND YIELD TO MATURITY OF THIS NOTE. A HOLDER SHOULD CONTACT LIVE OAK FINANCIAL SUPPORT AT CONTACT@LIVE-OAK-FINANCIAL.COM.

BORROWER PAYMENT DEPENDENT NOTE SERIES NO.__________ [1]

LIVE OAK FINANCIAL FUNDING LLC

No.__________ [CUSIP_________]

HOLDER:_________________ [2]

CORRESPONDING BORROWER LOAN:_______________ [3]

STATED PRINCIPAL AMOUNT OF THIS NOTE: U.S. $______________ [4]

AGGREGATE PRINCIPAL AMOUNT OF THIS SERIES OF NOTES: U.S. $____________ [5]

INTEREST RATE:_______ [6]

FEES DEDUCTED FROM BORROWER LOAN PAYMENTS: Servicing Fee: ten percent (10%) of the Interest Portion of each Borrower Loan Payment actually received by or on behalf of the Company; Administration Fee: five percent (5%) of the Interest Portion of each Borrower Loan Payment actually received by or on behalf of the Company. [7]

ORIGINAL ISSUE DATE:____________ [8]

INITIAL MATURITY DATE:__________ [9]

---

1 Insert loan ID Number for Corresponding Borrower Loan.

2 Insert investor identification number.

3 Insert description of Corresponding Borrower Loan.

4 Insert principal amount of investor's corresponding Note.

5 Insert aggregate principal amount of Corresponding Borrower Loan.

6 Insert final yield percentage.

7 The Servicing Fee and Administration Fee apply only to the Interest Portion of Borrower Loan Payments actually received, not to principal, fees, charges, costs or expenses. "Interest Portion" has the meaning assigned in the Indenture.

8 Insert date corresponding to date of funding Corresponding Borrower Loan.

9 Insert date corresponding to stated maturity of Corresponding Borrower Loan.

FINAL MATURITY DATE:_______________ [10]

EXTENSION OF MATURITY DATE: This Note will mature on the Initial Maturity Date, unless the maturity of this Note is extended to the Final Maturity Date as described below. In no event will the maturity of this Note be extended beyond the Final Maturity Date.

PAYMENT DATES.

Subject to the limitations on payment described below and in the Indenture, the Company will pay, or cause the Servicer or Paying Agent to pay, principal and interest on the applicable Payment Dates from the Collection Account. Generally, the Payment Dates for this Note will fall on the third (3rd) Business Day after the corresponding Borrower Loan Payment is received by or on behalf of the Company, subject to non-Business Days and ordinary payment processing, settlement, reversal and ACH return periods. Scheduled payment dates for the Corresponding Borrower Loan are generally monthly and are based on the date the Borrower Loan was made. The Company will remit as promptly as practicable following receipt or required deposit of Borrower Loan Net Payments.

Live Oak Financial Funding LLC, a Texas limited liability company (herein called the "Company"), for value received, promises to pay to the Person identified as the "Holder" above (the "Holder"), in U.S. dollars, the Holder's pro rata share of Borrower Loan Net Payments received by or on behalf of the Company with respect to the Corresponding Borrower Loan and payable on each Payment Date, in accordance with the payment schedule for this Note made available through the Holder's account page on the Platform, until the Initial Maturity Date or, if extended, until the Final Maturity Date.

For the avoidance of doubt, (1) no principal or interest is due on this Note unless Borrower Loan Payments on the Corresponding Borrower Loan have been received by or on behalf of the Company and have been deposited, or are required under the Program Documents to be deposited, into the Collection Account, and the amount is a Borrower Loan Net Payment payable to the Holder; (2) the Borrower's failure to pay the Corresponding Borrower Loan is not, by itself, a Default or Event of Default; and (3) except for repurchase, indemnification or other obligations expressly stated in this Note or the Offering Documents, the Holder's recourse for scheduled payments is limited to Borrower Loan Net Payments received on the Corresponding Borrower Loan and, after an Event of Default, to proceeds of the Collateral allocated to this Note or series and collected and applied by the Indenture Agent under Article V of the Indenture.

Subject to certain exceptions provided in the Indenture referred to below, the principal and interest payable on any Payment Date will be paid to the person in whose name this Note is registered at the close of business on the Record Date next preceding such Payment Date.

"Record Date" shall mean the second Business Day immediately preceding each Payment Date (unless otherwise specified in the Indenture or the related Series Report for this series).

"Business Day" means each Monday, Tuesday, Wednesday, Thursday and Friday that is not a day on which the ACH System is closed and not a day on which banking institutions are authorized or required by law or executive order to close in Austin, Texas or in the Account Bank City.

If, on the Initial Maturity Date, no principal or interest payments in respect of the Corresponding Borrower Loan remain due and payable to the Company, this Note will mature on the Initial Maturity Date and the Company will have no obligation to pay Borrower Loan Net Payments received after that date with respect to the Corresponding Borrower Loan.

If amounts remain due to the Company on the Corresponding Borrower Loan on the Initial Maturity Date, the maturity of this Note will automatically extend to the Final Maturity Date. After the Final Maturity Date, the Company has no obligation to pay additional amounts on this Note even if the Company or Servicer later receives payments or recoveries on the Corresponding Borrower Loan.

All payments of principal and interest on this Note due to the Holder hereof shall be made in U.S. dollars, in immediately available funds, by electronic funds transfer (including through one or more

10 Insert date that is one hundred twenty (120) days after the stated maturity of Corresponding Borrower Loan.

payment processors) to the Holder's designated account or other payment method on file with the Company or its designee.

All U.S. dollar amounts used in or resulting from the calculation of amounts due in respect of this Note shall be rounded to the nearest cent (with one-half cent being rounded upward). This Note is one of a duly authorized series of Borrower Payment Dependent Notes (the "Notes") issued or to be issued under the Borrower Payment Dependent Notes Indenture, dated as of [•] (as amended, supplemented or replaced in accordance with its terms, the "Indenture"), between the Company and [•], not in its individual capacity except as expressly provided therein, as indenture agent, collateral agent, secured party and representative of the Holders (the "Indenture Agent"). Reference is made to the Indenture for the rights and obligations of the Company and Holders and for the limited contractual role, duties, protections and liabilities of the Indenture Agent. The Indenture is not qualified under the Trust Indenture Act of 1939, no provision of the Trust Indenture Act is incorporated by reference, and the Indenture Agent is not acting as a Trust Indenture Act-qualified trustee or institutional trustee. As provided in the Indenture, Notes may be issued in one or more series corresponding to Borrower Loans, with series-specific terms stated in the applicable Note, Series Report or Series Supplement.

The Notes are secured only by the lien granted to the Indenture Agent for the benefit of Holders under Article IV of the Indenture. The Holder does not own the Corresponding Borrower Loan, does not hold a separate or direct security interest in the Collateral, and may not individually exercise secured party remedies, control the Collection Account, enforce Borrower Loans, contact Borrowers for collection, or direct Borrower Loan servicing except through the Indenture and the Program Documents. LOF Management Rights, if any, are not Collateral, do not generate payment obligations of LOF to Holders, and do not guarantee this Note or any Borrower Loan.

If an Event of Default described in Section 5.01(a) or (b) of the Indenture occurs and is continuing with respect to this series, the Indenture Agent, or Holders of at least twenty-five percent (25%) in aggregate Principal Amount of the Outstanding Notes of this series, may declare the Principal Amount of this series and accrued interest immediately due and payable, subject to the payment-dependent and limited-recourse terms of the Indenture and this Note. If an Event of Default described in Section 5.01(c), (d) or (e) of the Indenture occurs and is continuing, the Principal Amount of all Outstanding Notes and accrued interest become immediately due and payable without action by the Indenture Agent or any Holder, subject to those same limitations.

Holder contractual remedies with respect to the Indenture, this Note or the Collateral are subject to Section 5.06 of the Indenture. A Holder may not pursue an individual contractual remedy unless the notice, 25% Holder request, security or indemnity, 60-day non-action and no-inconsistent-majority-direction conditions in Section 5.06 are satisfied. No Holder may use the Indenture to prejudice another Holder or obtain preference or priority over another Holder. This paragraph does not limit any non-waivable right under federal securities laws.

The Servicer shall service and administer the Borrower Loans and Notes under the Administration Agreement and the Servicing Standard. Subject to the Servicing Standard and the Program Documents, the Servicer may bill, collect, apply payments, engage collection agencies, modify repayment terms, grant forbearances, waive fees, settle, charge off, sell or otherwise manage delinquent or defaulted Borrower Loans without Holder consent. The Indenture Agent has no duty to service Borrower Loans or Notes, maintain the Platform, communicate with Borrowers, collect payments, calculate fees, prepare investor statements, make tax reports, monitor delinquencies, pursue collections, modify loans, charge off loans or verify borrower, investor or platform information unless it separately agrees in writing.

The Indenture permits the Company and the Indenture Agent to amend or supplement the Indenture or any Note without Holder consent for the limited purposes described in Section 8.01 of the Indenture, including to cure an ambiguity, omission, defect or inconsistency; conform the Indenture or Notes to the Offering Documents, Series Reports or Series Supplements; add, preserve or perfect Collateral or maintain the DACA or Collection Account structure; replace trustee or TIA-qualified trustee references with Indenture Agent references consistent with the Indenture; and make other changes that do not materially adversely affect Holders.

Except as provided in Section 8.01, the Company and the Indenture Agent may amend the Indenture or Notes of any series with the written consent of Holders of a majority in aggregate Principal Amount of the Outstanding Notes of each affected series. Without the consent of each affected Holder, no amendment may change the stated maturity of principal or interest except for the automatic extension to the Final Maturity Date provided in this Note, reduce the Principal Amount, interest rate or Borrower Loan Net Payment share payable on a Note, change the currency of payment, impair the right to sue for payment under Section 5.07 subject to payment-dependent and limited-recourse terms, reduce required Holder percentages, release all or substantially all Collateral except as permitted, modify the payment priority in Section 5.09 in a manner adverse to Holders, or modify Section 8.02 or Sections 5.04, 5.06 or 5.07 in a manner adverse to Holders.

Holders of a majority in aggregate Principal Amount of the Outstanding Notes of an affected series may waive an existing Default or Event of Default for that series and its consequences, except a payment default under Section 5.01(a) or a Default relating to a provision that cannot be amended without the consent of each affected Holder. Consents, waivers and directions bind Holders and later Holders as provided in the Indenture.

This Note is not entitled to any sinking fund. This Note is not redeemable at the option of the Holder.

REPURCHASE AND INDEMNIFICATION.

The obligations in this paragraph are express repurchase and indemnification obligations for purposes of the limited-recourse provisions of the Indenture. The Company's obligations under this paragraph, if triggered, are general unsecured obligations of the Company. They are not secured by the Collateral, supported by any reserve or segregated account, or guaranteed by LOF or any other Person. If a “Repurchase Event” occurs with respect to this Note, the Company will, at its sole option, either (i) repurchase this Note from the Holder, or (ii) indemnify and hold the Holder harmless against losses resulting from nonpayment of this Note and against losses, damages, expenses, legal fees, costs and judgments resulting from any claim, demand or defense arising as a result of the Repurchase Event (collectively, “Damages”).

A “Repurchase Event” occurs with respect to this Note if:

(1) a Risk Rating different from the Risk Rating actually calculated by the Platform Operator was included in the listing for the Corresponding Borrower Loan and the Holder’s interest in this Note is materially and adversely affected;

(2) a Risk Rating different from the Risk Rating that should have appeared in the listing for the Corresponding Borrower Loan was included in such listing because the Platform Operator inaccurately input data into, or inaccurately applied, the formula for determining the Risk Rating and, as a result, the Holder’s interest in this Note is materially and adversely affected;

(3) the Corresponding Borrower Loan was obtained as a result of verifiable identity theft by the purported borrower and a material payment default under such Corresponding Borrower Loan has occurred; or

(4) no Borrower Loan Payments have been received on the Corresponding Borrower Loan and the Corresponding Borrower Loan is at least one hundred twenty (120) days past due under its then-current payment schedule, after giving effect to any modification, forbearance or other servicing action permitted by the Program Documents.

The Company will determine whether verifiable identity theft has occurred in its reasonable discretion based on its servicing records and documentation reasonably requested by the Company, which may include a police report filed by the person whose identity was wrongfully used to obtain the Corresponding Borrower Loan, an identity theft affidavit, a bank verification letter or other documentation the Company reasonably determines is necessary.

If the Company repurchases this Note pursuant to this paragraph, the repurchase price will be equal to the principal amount outstanding on this Note as of the date of repurchase and will not include accrued and unpaid interest, and this Note shall automatically be transferred and assigned by the Holder to the Company without recourse. Upon such repurchase, the Company may execute any endorsements or assignments necessary to effectuate the transfer and assignment of this Note to the Company.

If the Company elects to provide indemnification in connection with a Repurchase Event, the Company will not be required to take any action with respect to any losses suffered until the Corresponding Borrower Loan is at least one hundred twenty (120) days past due under its then-current payment schedule, after giving effect to any modification, forbearance or other servicing action permitted by the Program Documents. For purposes of indemnification, the Company will calculate the losses resulting from nonpayment of this Note based on the principal amount outstanding on this Note. If the Company makes an indemnification payment, the Company will be entitled to retain any subsequent recoveries that it receives on this Note.

Any repurchase or indemnification payment will be made in U.S. dollars through the Platform, the Servicer, the Paying Agent or one or more payment processors for the benefit of the Holder, as determined by the Company in accordance with the Program Documents.

RELEASE OF COLLATERAL; CERTIFICATES REGARDING RELEASES. Collateral relating to the Corresponding Borrower Loan may be released without Holder consent to the extent the release results from payment, permitted sale, settlement, charge-off, final maturity, repurchase, indemnification, collection expense payment, transfer to a collection agency, or other servicing action permitted by the Program Documents. Any release is subject to the Company's obligation to apply proceeds as required by the Indenture and this Note. The Indenture Agent shall execute releases, termination statements or related documents reasonably requested by the Company if the Company delivers a Company Order and Officer Certificate stating that the release is permitted and all required proceeds have been or will be applied as required. The Indenture Agent must receive an Opinion of Counsel and any other evidence required by Section 9.03 of the Indenture, and may require indemnity, before executing any such release document. No Trust Indenture Act certificates or opinions are required.

The Notes are issued only in registered electronic form without coupons.

The Company, the Registrar, the Paying Agent, the Servicer and the Indenture Agent may deem and treat the Person shown as Holder on the Register as the owner of this Note for all purposes. Payments made to or upon the order of the registered Holder, or to the Holder's designated account or payment method, satisfy the Company's payment obligation to the extent of amounts paid.

NO RECOURSE AGAINST OTHERS; LIMITED RECOURSE. Obligations under this Note and the Indenture are solely obligations of the Company and are not obligations of LOF, any Borrower, the Indenture Agent, the Account Bank, the Servicer in its separate capacity, or any manager, member, officer, employee, affiliate or agent of the Company or LOF, or any other Person, except to the extent such Person separately undertakes an obligation in a signed writing or is liable under non-waivable law. Except for repurchase, indemnification or other obligations expressly stated in this Note or the Offering Documents, the Holder's recourse for scheduled payments is limited to Borrower Loan Net Payments received on the Corresponding Borrower Loan and, after an Event of Default, to proceeds of the Collateral allocated to this Note or series and collected and applied by the Indenture Agent under Article V of the Indenture. Nothing in this Note or the Indenture waives, limits, releases or modifies any Holder's rights or remedies under federal securities laws.

Unless otherwise defined in this Note, terms used in this Note that are defined in the Indenture have the meanings assigned in the Indenture. This Note is subject to the Indenture. If a provision of this Note conflicts with the Indenture, the Indenture controls, except with respect to series-specific terms expressly permitted by the Indenture and stated in this Note, the related Series Report or Series Supplement.

NO PETITION. By accepting this Note, the Holder agrees not to institute against the Company any bankruptcy, insolvency, receivership or similar proceeding until one year and one day after all Notes have been paid in full or otherwise discharged. This paragraph does not prevent the Holder from filing proofs of claim or otherwise participating in a proceeding commenced by another Person.

THIS NOTE AND THE INDENTURE ARE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE APPLICATION OF

ANOTHER JURISDICTION'S LAW. THE COMPANY AND EACH HOLDER BY ACCEPTING THIS NOTE SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE FEDERAL AND TEXAS STATE COURTS LOCATED IN TRAVIS COUNTY, TEXAS FOR ANY ACTION ARISING OUT OF OR RELATING TO THIS NOTE, THE INDENTURE OR THE TRANSACTIONS CONTEMPLATED THEREBY, EXCEPT THAT THE INDENTURE AGENT MAY ENFORCE COLLATERAL RIGHTS IN ANY JURISDICTION WHERE COLLATERAL IS LOCATED OR WHERE ENFORCEMENT IS NECESSARY. TO THE FULLEST EXTENT PERMITTED BY LAW, THE COMPANY AND EACH HOLDER BY ACCEPTING THIS NOTE WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS NOTE, THE INDENTURE OR THE TRANSACTIONS CONTEMPLATED THEREBY.

This Note shall not be valid or become obligatory for any purpose until it has been executed and authenticated, electronically or otherwise, by the Company, the Registrar or an authenticating agent appointed by the Company as provided in the Indenture.

[Signature Page Follows]

IN WITNESS WHEREOF, Live Oak Financial Funding LLC has caused this instrument to be signed by its duly authorized officers.

Dated: ____

Live Oak Financial Funding LLC

By: ____

Name:

Title:

Certificate of Authentication

Dated: ____

Live Oak Financial Funding LLC,
as Authenticating Agent

By: ____

Name:

Title:

[Signature Page to Borrower Payment Dependent Note]