Live Oak Financial Funding LLC

$600,000 Borrower Payment Dependent Notes

Live Oak Financial LLC

LOF Management Rights

This prospectus relates to a public intrastate offering, solely to Texas residents, of up to $600,000 in principal amount of Borrower Payment Dependent Notes, or "Notes," issued by Live Oak Financial Funding LLC, together with LOF Management Rights issued by Live Oak Financial LLC. Each Note will be offered only together with one LOF Management Right. LOFF is the sole issuer of the Notes, LOF is the sole issuer of the LOF Management Rights, and together those instruments are referred to in this prospectus as the "Securities."

Except as the context requires otherwise, as used in this prospectus, "we," "us," "our," and "Registrants" refer to Live Oak Financial LLC. ("LOF", "Sponsor"), a Texas limited liability company, and its wholly owned subsidiary, Live Oak Financial Funding LLC ("LOFF", "Issuer"), a Texas limited liability company. In addition, the unsecured consumer loans originated through our marketplace are referred to as "Borrower Loans."

Payments for each series of Notes will depend on payments LOFF receives on the corresponding Borrower Loan described in the related marketplace listing. For this purpose, a "series" means the one or more Notes issued for a single Borrower Loan, with each Note in that series payable by reference to the same corresponding Borrower Loan. Each Listing is the investor-facing description of the borrower request and related Note series and will include the borrower- and Note-specific information described under "About the Marketplace—Loan Listings." We will amend or supplement this prospectus, and make required filings, if a Listing, Listing Report, Series Report or other offering material reflects a material change or if otherwise required by law.

Important terms of the Notes include:

- The Notes are special, limited obligations of LOFF only and are not obligations of its parent company, LOF or of the borrowers under the corresponding Borrower Loans.
- LOFF's obligation to make payments on a Note will be limited to an amount equal to the Note holder's pro rata share of amounts LOFF receives with respect to the corresponding borrower loan after the deductions described in the fee table under "About the Marketplace—Loan Servicing and Collection." Neither Live Oak Financial Funding LLC nor Live Oak Financial LLC guarantees payment of the Notes or the corresponding Borrower Loans.
- The Notes are not intended to be serviced from LOF's or LOFF's general operating revenues. Subject to the terms of the Indenture and the limitations described in this prospectus, scheduled payments on each series of Notes are expected to be made only from borrower payments that LOFF actually receives on the corresponding Borrower Loan after the deductions described in the fee table under "About the Marketplace—Loan Servicing and Collection."
- The Notes will bear interest from the date of issuance, have a fixed rate, be payable monthly and have an initial maturity between two (2) and twenty-four (24) months from issuance. Notes with different maturity ranges, principal limits or other material terms will not be offered unless this prospectus is amended or supplemented and any required filing is made with the Texas State Securities Board.
- A Note holder's recourse will be extremely limited in the event that borrower information is inaccurate for any reason.

Important terms of the LOF Management Rights include:

- The LOF Management Rights are part of the Securities offered in this intrastate offering. They are issued by LOF, will be issued only together with the Notes, will not be separable from the Notes, and will not be assigned a value separate from the Notes.
  - The LOF Management Rights are investment-contract securities arising from the Services performed under the Administration Agreement; see "Summary of Indenture, Form of Notes, LOF Management Rights and Administration Agreement—LOF Management Rights."

- The LOF Management Rights do not entitle holders to any payment from LOF and do not constitute a guarantee by LOF of any Borrower Loan or Note.
- Holders have securities-law rights as purchasers of an investment contract and only limited collective contractual rights, through the Indenture Agent, to enforce specified obligations of the Platform Operator under the Administration Agreement; termination of the Administration Agreement does not affect federal securities-law rights. See “Summary of Indenture, Form of Notes, LOF Management Rights and Administration Agreement—LOF Management Rights” and “—Administration Agreement.”

LOFF will generally offer the Notes at 100% of principal amount, subject to Promotional Pricing described under “The Offering—Borrower Payment Dependent Notes—Promotional Discounts and Coupons.”

The Notes and LOF Management Rights will be issued in electronic form only and will not be listed on any securities exchange. They may be transferred only through an approved online trading platform. No such platform currently exists, and one may never develop; investors should be prepared to hold their Securities to maturity. See “Risk Factors—Risks Inherent in Investing in the Notes—Illiquidity and Transfer Restrictions.”

THIS OFFERING IS HIGHLY SPECULATIVE AND INVOLVES A HIGH DEGREE OF RISK. INVESTING IN THE NOTES SHOULD BE CONSIDERED ONLY BY PERSONS WHO CAN AFFORD THE LOSS OF THEIR ENTIRE INVESTMENT. SEE “RISK FACTORS.”

OFFERS AND SALES OF THESE SECURITIES ARE MADE UNDER AN EXEMPTION FROM REGISTRATION AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933. THIS OFFERING IS BEING MADE IN RELIANCE ON RULE 147A UNDER THE SECURITIES ACT OF 1933.

THIS OFFERING HAS BEEN SUBMITTED TO THE TEXAS STATE SECURITIES BOARD FOR QUALIFICATION, BUT NO PERMIT QUALIFYING THESE SECURITIES FOR SALE IN TEXAS HAS YET BEEN ISSUED. THIS PROSPECTUS DOES NOT CONSTITUTE AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY IN TEXAS UNTIL SUCH PERMIT HAS BEEN ISSUED AND THIS PROSPECTUS HAS BEEN APPROPRIATELY AMENDED OR COMPLETED.

NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR THE TEXAS STATE SECURITIES BOARD HAS PASSED UPON THE MERITS OF THESE SECURITIES OR THE ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS IMPROPER.

SALES WILL BE MADE ONLY TO RESIDENTS OF THE STATE OF TEXAS. 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 OF TEXAS.

The Date of this prospectus is August 26, 2026

ABOUT THIS PROSPECTUS

This prospectus describes a Texas-qualified offering of Borrower Payment Dependent Notes issued by LOFF and attached LOF Management Rights issued by LOF. The two components are offered only together, the LOF Management Rights are not separable from the related Notes and receive no separate purchase price, and the financial statements present LOF and LOFF on a consolidated basis.

The offering described in this prospectus is a continuous intrastate offering made through the marketplace only to persons resident in Texas. Sales of the Notes through the marketplace are expected to occur on an ongoing basis. This prospectus describes the common offering structure, transaction documents, investor eligibility requirements, subscription process, payment mechanics, servicing arrangements, transfer restrictions, risks and other terms that apply generally to the Notes and LOF Management Rights offered through the marketplace. Each series of Notes will correspond to a specific Borrower Loan and will be offered through the same marketplace process and under the same general structure described in this prospectus.

“When LOFF posts a loan request on the marketplace, that posting is an offer by LOFF to sell the corresponding Note series. Each "loan listing” or “listing” is the investor-facing posting for a specific borrower request and will include the borrower- and Note-specific information described under “About the Marketplace—Loan Listings,” such as requested loan amount, borrower interest rate, investor yield percentage, term, Risk Rating, listing expiration date and related underwriting metrics.

LOF and LOFF expect to prepare and post Listing Reports and Series Reports in connection with the continuous offering on each day on which there is reportable listing or sale activity, and otherwise on an as-available basis. A “Listing Report” is a public marketplace report that records Listings presented to investors during the relevant period and reproduces the borrower-specific and Note-specific information presented in those Listings. Because each Listing is an investor-facing offer to sell a corresponding Note series, Listing Reports may constitute supplemental offering materials for the continuous offering, but they are not, solely by being posted, amendments to this prospectus or separate prospectus supplements unless LOF or LOFF expressly designates and uses them as such or applicable law requires that treatment. A “Series Report” is a public marketplace report or electronic record for a funded Listing and related Note series that identifies the Securities sold and states the final funded amount and other final series-specific information. Series Reports are distinct from any annual, periodic or final sales report required to be filed with the Texas State Securities Board. Listing Reports and Series Reports are intended to provide investors, prospective investors and regulators with information regarding activity under the continuous offering structure described in this prospectus. The posting of a new Listing, Listing Report or Series Report is not expected, by itself, to require a separate amendment so long as the Listing and related Note series remain within the structure, terms, limits and procedures described in this prospectus. LOF and LOFF will amend or supplement this prospectus, and make required Texas State Securities Board filings, for material changes or when otherwise required by applicable law.

The prospectus, any amendments or formal supplements to this prospectus, the investor-facing Listings, Listing Reports, Series Reports, subscription agreements and other documents expressly identified by LOF or LOFF as offering materials or marketplace reports are the materials authorized by LOF and LOFF in connection with this offering. Except for those materials, information contained on or accessible through LOFF’s website is not incorporated by reference into this prospectus.

Rule 147A Intrastate Offering

The Securities are being offered and sold as a Texas intrastate offering in reliance on Rule 147A under the Securities Act and qualification by permit in Texas. For purposes of this offering, LOFF is the sole issuer of the Notes and LOF is the sole issuer of the LOF Management Rights. Each issuer is relying on Rule 147A separately with respect to the Securities it issues.

Every Listing and every other communication that constitutes an offer will prominently reproduce the Rule 147A disclosure stated on the cover of this prospectus in the manner in which the offer is communicated. Each purchaser will receive that disclosure in writing a reasonable period of time before the date of sale.

LOF and LOFF are Texas limited liability companies with principal places of business in Texas, and their managers direct, control and coordinate their activities from Texas. LOF conducts, and intends to conduct, its marketplace, lending, servicing, administration and related activities from Texas and is licensed to originate Borrower Loans only in Texas. LOFF conducts, and intends to conduct, its Note issuance, Borrower Loan acquisition, servicing-related and related activities from Texas and will sell Notes only to Texas residents or persons it reasonably believes are Texas residents. Each issuer believes it satisfies Rule 147A's doing-business requirements based on the Texas-based operations, assets, revenues, and use of proceeds described in this prospectus. No separate purchase price is allocated to the LOF Management Rights, LOF will not receive separate offering proceeds from those rights, and LOFF will use 100% of the net proceeds of each Note series to purchase the corresponding Borrower Loan originated by LOF to a Texas resident.

Sales of the Securities will be made only to Texas residents or to persons LOF and LOFF reasonably believe, at the time of sale, are Texas residents. Individual investors must have their principal residence in Texas, and entity investors must have their principal place of business in Texas. A trust may purchase only if it is deemed by the law of its state of creation to be a separate legal entity and has its principal place of business in Texas. A trust that is not a separate legal entity and any entity formed for the specific purpose of acquiring the Securities will not be eligible to purchase in this offering. Each purchaser must provide a written residency representation, either electronically or manually, and LOF and LOFF will use additional verification procedures before accepting a subscription, including onboarding, identity verification, state-issued identification review where applicable, and address or residency review. For six months after the applicable issuer's sale, any resale may be made only to Texas residents, and LOF and LOFF will reflect that restriction in their electronic records and transfer procedures.

LOF and LOFF believe that neither issuer is an investment company registered or required to be registered under the Investment Company Act, and Rule 147A would not be available to an issuer that is an investment company registered or required to be registered under that Act.

PROSPECTUS SUMMARY

This summary highlights information contained elsewhere in this prospectus. You should read the following summary together with the more detailed information appearing in this prospectus, including the financial statements and related notes, and the risk factors, before deciding whether to purchase the Notes.

LOFF owns a peer-to-peer online credit marketplace, which this prospectus refers to as the "marketplace," and the Platform Operator operates it under the Administration Agreement. The marketplace enables eligible borrowers to request Borrower Loans and eligible investors to purchase Borrower Payment Dependent Notes issued by LOFF. Federal and Texas securities, consumer-finance and related laws applicable to this marketplace model may continue to evolve. LOFF is a wholly owned subsidiary of LOF.

About the Marketplace

Loan Listings. A listing is the investor-facing posting for a specific borrower request and the corresponding Note series. Each listing will include the borrower- and Note-specific information described under 'About the Marketplace—Loan Listings.' The Platform Operator assigns each listing a proprietary 0-to-100 Risk Rating, with higher scores generally indicating lower estimated credit risk. The Risk Rating methodology, inputs and limitations are described under "About the Marketplace—Risk Management."

Subscription on Listings. A subscription is an investor's indivisible request and commitment, subject to joint acceptance by LOFF solely as issuer of the Note and LOF solely as issuer of the attached LOF Management Right, to purchase the Securities corresponding to a listed Borrower Loan. Investors must execute a subscription agreement with both issuers, either electronically or manually and have sufficient available funds; the issuers, acting jointly or through an authorized agent, may reject or cancel subscriptions before issuance for compliance, fraud-prevention, operational or eligibility reasons. The minimum subscription is $50, and a listing currently must receive subscriptions of at least 75% of the requested loan amount within the five-day listing period to fund. See "About the Marketplace—How to Subscribe to Purchase Notes."

Borrower Loans. Borrower Loans are unsecured, fixed-rate consumer loans originated by LOF to Texas residents and sold to LOFF without recourse to LOF for ordinary borrower credit risk, subject to LOF's contractually specified cure, Borrower Loan repurchase and indemnification obligations to LOFF for LOF breaches and retained liabilities under the Loan Sale Agreement. Those obligations do not guarantee any Borrower Loan or Note and do not give any Holder an individual claim against LOF. Current Borrower Loans range from $250 to $5,000, have terms of two to twenty-four months, and may fund at the funded amount if subscriptions equal or exceed the minimum funding amount and the borrower accepts any reduced amount. LOF's verification, affordability review, funding mechanics, loan-sale mechanics and cancellation procedures are described under "About the Marketplace."

The Notes. LOFF generally issues one series of Notes for each funded Borrower Loan. Each series is a special, limited obligation of LOFF and is dependent for payment on amounts LOFF actually receives on the corresponding Borrower Loan after the deductions described in the fee table under "About the Marketplace—Loan Servicing and Collection." LOFF uses the net proceeds of each series to purchase the corresponding Borrower Loan from LOF. Limited repurchase and indemnification rights are described under "Summary of Indenture, Form of Notes, LOF Management Rights and Administration Agreement—Indenture and Form of Notes—Repurchase and Indemnification."

LOF Management Rights. The LOF Management Rights are investment-contract securities issued by LOF and attached to the Notes. They arise from the Services performed under the Administration Agreement, provide no separate payment right, and give holders federal securities-law rights plus limited collective contractual rights, through the Indenture Agent, to enforce specified Platform Operator obligations. Their contractual enforceability, termination consequences, lack of separate payment rights and federal-securities-law rights are described under "Summary of Indenture, Form of Notes, LOF Management Rights and Administration Agreement—LOF Management Rights" and "—Administration Agreement."

Administration and Servicing. LOFF owns the Platform. The Administration Agreement identifies the Platform Operator and governs the Corporate Administration Services, Platform Administration Services and Servicing Services. LOFF is a special purpose vehicle and may not have employees. See "About the Marketplace," "Summary of Indenture, Form of Notes, LOF Management Rights and Administration Agreement—Administration Agreement" and "Information About Live Oak Financial LLC."

SUMMARY OF RISK FACTORS

An investment in our securities is subject to various risks, the most significant of which are summarized below. For more information about these and other risks involved with investing in the Notes, you should carefully read the factors described in the "Risk Factors" section of this Prospectus.

Risks related to borrower default

- Payments on the Notes depend entirely on payments LOFF receives on corresponding Borrower Loans. If a borrower fails to make any payments on the corresponding Borrower Loan related to a Note, payments on such Note will be correspondingly reduced. If payments on the Borrower Loan corresponding to an investor's Note become overdue, such investor may not receive the full principal and interest payments that were expected on the Note.
- Borrowers may not view or treat their obligations to LOFF as having the same significance as loans from traditional lending sources.
- The Consumer Report Data of an applicant may be inaccurate or may not accurately reflect the applicant's creditworthiness, which may cause an investor to lose all or part of the price paid for a Note. LOFF's control over identity-theft determinations creates a significant conflict of interest between LOFF and investors.
- The Borrower Loans are not secured by any collateral or guaranteed or insured by any third party, and investors must rely on us or a third-party collection agency to pursue collection against any borrower.
- The Risk Rating may not accurately set forth the risks of investing in the Notes, no assurances can be provided that actual loss rates for the Notes will come within the estimated average annualized loss rates indicated by the Risk Rating, and investors have limited rights to cause us to repurchase the Notes.
- We may not set appropriate interest rates for Borrower Loans.

- The Borrower Loans do not restrict borrowers from incurring additional unsecured or secured debt, nor do they impose any financial restrictions on borrowers during the term of the Borrower Loan, which may reduce the likelihood that an investor will receive the full principal and interest payments that such investor expects to receive on a Note.
- In general, the Borrower Loans do not contain any cross-default or similar provisions. If a borrower defaults on any of his or her other debt obligations, our ability to collect on the Borrower Loan on which an investor's Note is dependent for payment may be substantially impaired.

Risks Inherent in investing in the Notes

- The Notes are risky and speculative investments suitable only for investors of adequate financial means.
- The Notes are special, limited obligations of LOFF only, are secured only through the Indenture Agent's lien for the benefit of Note holders, and are not guaranteed or insured by LOF or any third party.
- LOFF is not obligated to indemnify Note Holders or repurchase Notes except in limited circumstances.
- Our marketplace allows a borrower to prepay a Borrower Loan at any time without penalty. Borrower Loan prepayments will extinguish or limit an investor's ability to receive additional interest payments on a Note.
- Holders of the LOF Management Rights have a limited contractual ability, collectively through the Indenture Agent, to enforce specified obligations of the Platform Operator under the Administration Agreement and no individual contractual right to require performance of those obligations. The Investor Registration Agreement contains the arbitration and related provisions described elsewhere in this Prospectus.
- The Notes will not be listed on any securities exchange and can be held only by our registered investors. Further, no trading platform for the transfer of Notes exists. Therefore, investors should be prepared to hold the Notes they purchase until maturity.
- Our participation in the funding of Borrower Loans could be viewed as creating a conflict of interest.

Risks related to LOF and LOFF, our marketplace and our ability to service the notes

- We have incurred losses since inception, have not begun revenue-generating operations, and substantial doubt exists about our ability to continue as a going concern.
- LOF and LOFF are newly established companies with a limited operating history, and there is no assurance that we will be able to successfully execute our business model or achieve profitability.
- Our day-to-day operations, including borrower underwriting, platform oversight, compliance, financial reporting, and servicing, are concentrated in one executive and we currently have no employees.
- LOFF has not identified a back-up servicer, and neither LOFF nor any other person has entered into a back-up servicing agreement. If the Platform Operator or Servicer ceases to perform applicable obligations, or if LOFF defaults, servicing of outstanding Notes could be disrupted, investors could experience delays or increased costs, and the facilitation of new Borrower Loans and issuance of new Notes would cease unless and until replacement arrangements are established.
- The Servicer has the authority to waive or modify the terms of a Borrower Loan without the consent of the Note Holders, subject to the Servicing Standard and the Program Documents.
- We rely on third-party services to process transactions. If we are unable to continue utilizing these services, our business and ability to service the Notes may be adversely affected.
- Any significant disruption in service in our marketplace or in LOF's computer systems could adversely affect LOF's ability to perform its obligations under the Administration Agreement.

Risks related to compliance and regulation

- Our marketplace model may fail to comply with federal or Texas securities, lending, borrower-protection, consumer-protection, investment-company or investment-adviser laws. Borrowers may challenge enforceability of their loans or seek damages, investors may seek rescission or other securities-law remedies, and regulators may investigate or bring enforcement actions. If LOF or LOFF were required to register under the Investment Company Act, the Investment Advisers Act or additional lending/securities regimes, or if loan-originator or lender status were recharacterized, our business and ability to operate could be materially adversely affected.

CORPORATE INFORMATION

Live Oak Financial LLC. LOF was formed in the State of Texas on June 12, 2024. Its principal executive offices are located at 3520 Alpine Autumn Dr, Austin, Texas 78744. Its telephone number at this location is (775) 513-5770.

Live Oak Financial Funding LLC. LOF formed Live Oak Financial Funding LLC in the State of Texas on March 30, 2026. LOFF's principal executive offices are located at 3520 Alpine Autumn Dr, Austin, Texas 78744. Its telephone number at this location is (775) 513-5770. Its website address is www.crowdcash.cc. The information contained on its website is not incorporated by reference into this prospectus.

LOFF has been organized and is operated in a manner that is intended (i) to minimize the likelihood that it will become subject to bankruptcy proceedings, and (ii) to minimize the likelihood that it would be substantively consolidated with LOF, and thus have its assets subject to claims by LOF's creditors, if LOF files for bankruptcy. This is achieved by placing certain restrictions on LOFF's activities, including its transactions with LOF, and implementing certain formalities designed to expressly reinforce LOFF's status as a distinct corporate entity from LOF. See "Information About Live Oak Financial Funding LLC."

THE OFFERING

Borrower Payment Dependent Notes

Issuer	Live Oak Financial Funding LLC
Securities Offered	Borrower Payment Dependent Notes, or “Notes,” issued in series, with each series dependent for payment on payments LOFF receives on a specific corresponding Borrower Loan.
Nature of the Notes and Source of Payment	The Notes are debt securities issued under the Indenture, but they are not general operating-company debt intended to be paid from LOF’s or LOFF’s general operating revenues. Each series of Notes corresponds to a specific Borrower Loan, and LOFF’s obligation to make scheduled payments on that series is limited to borrower payments LOFF actually receives on the corresponding Borrower Loan after the deductions described in the fee table under “About the Marketplace—Loan Servicing and Collection.” The Notes are not guaranteed or insured by LOF, LOFF, any borrower, any governmental authority or any other person.
Offering Price	Generally 100% of the principal amount of each Note, unless reduced pursuant to Promotional Pricing.
Promotional Discounts and Coupons	LOFF may offer Promotional Pricing for eligible Notes through the marketplace. Promotional Pricing reduces the investor’s purchase price but does not change the stated principal amount, stated interest rate, payment terms or corresponding Borrower Loan. If investors pay less than the principal amount because of Promotional Pricing, LOFF will use only the net proceeds received to purchase the corresponding Borrower Loan from LOF, LOF will accept that amount as the purchase price, and LOFF will not use capital contributions, operating funds or other funds to make up the difference. Any principal, interest, prepayment, late-fee or other payments on the Note will continue to be calculated under the Note and corresponding Borrower Loan, not by reference to the discounted purchase price. LOFF may limit Promotional Pricing to specified Notes, offerings or periods and may impose publicly disclosed eligibility criteria, conditions, limitations, expiration dates, minimum purchase amounts or other requirements applied on a non-discriminatory basis to eligible investors. LOFF may establish, modify, suspend or discontinue Promotional Pricing at any time. Promotional Pricing may affect an investor’s effective yield, tax treatment, or both. For additional information regarding payments on the Notes, see “The Offering—Borrower Payment Dependent Notes—Payments on the Notes” and “The Offering—Borrower Payment Dependent Notes—Servicing and Administration Fees and Other Charges.” For additional information regarding U.S. federal income tax considerations, including original issue discount, see “Material U.S. Federal Income Tax Considerations.”
Initial Maturity Date	Maturities are between two (2) and twenty-four (24) months and match the maturity date of the corresponding Borrower Loan.
Final maturity date / Extension of maturity date	The final maturity date of each Note is the date that is one hundred twenty (120) days after the initial maturity date. Each Note matures on the initial maturity date, unless any principal or interest payments in respect of the corresponding Borrower Loan remain due and payable to LOFF upon the initial maturity date, in which case maturity of the Note will be automatically extended to the final maturity date. Each Note will mature on the final maturity date, even if principal or interest payments in respect of the corresponding Borrower Loan remain due and payable. LOFF will have no further obligation to make payments on the Note after the final maturity date even if it receives payments on the corresponding Borrower Loan after such date.
Interest rate	Each series of Notes will have a stated, fixed interest rate equal to the investor yield

	percentage specified in the related loan listing. The investor yield percentage is the interest rate for the corresponding Borrower Loan, net of the Servicing Fee and Administration Fee.
Setting interest rate for Notes	Interest rates vary among the Notes, but each series of Notes will have the same stated interest rate. The Platform Operator sets the interest rates for Borrower Loans based on Risk Ratings, as well as additional factors such as Borrower Loan terms, the economic environment and competitive conditions. See "—Interest rate" and "About the Marketplace—Setting Interest Rates" for more information.
Payments on the Notes	LOFF will pay principal and interest on any Note an investor purchases in an amount equal to the investor's pro rata portion of the principal and interest payments, if any, LOFF receives on the corresponding Borrower Loan after the deductions described in the fee table under "About the Marketplace—Loan Servicing and Collection," regardless of whether the investor purchased such Note at a discount pursuant to a promotional discount, coupon, promo code or other promotional pricing mechanism. For more information, see "—Promotional Discounts and Coupons" And "The Offering—Borrower Payment Dependent Notes—Servicing and Administration Fees and Other Charges." Each Note will provide for monthly payments over a term equal to the corresponding Borrower Loan. Scheduled payment dates for each corresponding Borrower Loan are generally monthly and are based on the date the Borrower Loan is made. Payments on the Notes generally will be made on the third Business Day after LOFF receives the corresponding Borrower Loan Payment, subject to non-Business Days and ordinary payment processing, settlement, reversal and ACH return periods. See "Summary of Indenture, Form of Notes, LOF Management Rights and Administration Agreement—Indenture and Form of Notes" for more information. Borrower Loan funding, verification, permitted-use, sale, ranking, security-interest, bankruptcy and separateness matters are described under "About the Marketplace—Borrower Loan Funding and Purchases; Sale of Notes," "—Borrower Identity and Financial Information Verification," "Summary of Indenture, Form of Notes, LOF Management Rights and Administration Agreement—Indenture and Form of Notes—Ranking; Security Interest" and "Information About Live Oak Financial Funding LLC."
Servicing and administration fees and other charges	LOFF deducts a Servicing Fee equal to 10% and an Administration Fee equal to 5% from the Interest Portion of each Borrower Loan Payment it receives. The Interest Portion includes ordinary interest and any late-payment or default-interest amount characterized and applied as interest under the Borrower Loan Documents and applicable law. The aggregate amount of the Servicing Fee and Administration Fee is therefore 15% of the Interest Portion and 0% of principal or any other non-interest amount. Any change to the Servicing Fee or Administration Fee will apply only to Notes offered and sold after the date of the change. Because these fees reduce the effective yield to investors, the yield percentage displayed in each listing is net of the Servicing Fee and Administration Fee. If a Borrower Loan enters collection, recovered amounts may be reduced by the collection fees and related costs described in the fee table under "About the Marketplace—Loan Servicing and Collection." These deductions reduce payments to Note Holders and are not reflected in the yield percentage displayed in listings. LOFF will pay Note Holders their pro rata share of Late Payment Fees as described in that table.
Use of proceeds	LOFF uses the net proceeds received from the sale of each series of Notes to purchase the corresponding Borrower Loan from LOF. If Promotional Pricing causes the purchase price paid by investors for a series of Notes to be less than the aggregate principal amount of that series, LOF will sell the corresponding Borrower Loan to LOFF for that lower amount, and the stated principal amount, stated interest rate and payment terms of the Notes and corresponding Borrower Loan will not change. See "The Offering—

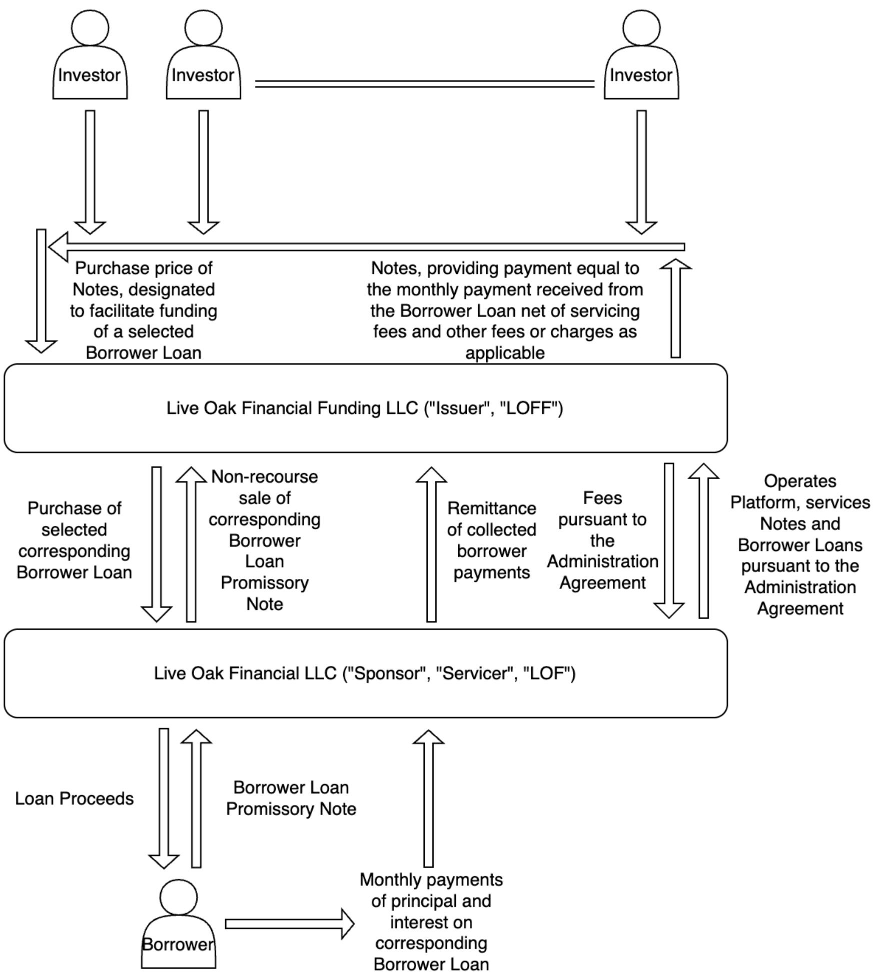
	Borrower Payment Dependent Notes—Promotional Discounts and Coupons."
Electronic form and transferability	Notes will be issued in electronic form only and will not be listed on any securities exchange. Notes and LOF Management Rights may only be transferred through an approved online trading platform. Currently, no trading platform exists for the transfer of the Notes and LOF Management Rights and there can be no assurance that a trading platform for the transfer of Notes and LOF Management Rights will develop in the future. Therefore, Note purchasers must be prepared to hold their Notes and LOF Management Rights to maturity. See "Risk Factors—Risks Inherent in Investing in the Notes" for more information.
U.S. federal income tax consequences	Although the matter is not free from doubt, LOFF will treat the Notes as its debt instruments that have original issue discount ("OID") for U.S. federal income tax purposes. Promotional Pricing may affect the amount and timing of any OID or other tax consequences to an investor. Accordingly, if you hold a Note, you will be required to include OID currently as ordinary interest income for U.S. federal income tax purposes (which may be in advance of interest payments on the Note) if the Note has a maturity date of more than one year, regardless of your regular method of tax accounting. You should consult your own tax advisor regarding the U.S. federal, state, local and non-U.S. tax consequences of the purchase, ownership, and disposition of the Notes (including any possible differing treatments of the Notes). See "Material U.S. Federal Income Tax Considerations" for more information.
Financial suitability	Investors must satisfy the financial suitability requirements and investment limits described under "Financial Suitability Requirements" before purchasing Notes.

LOF Management Rights

Issuer	Live Oak Financial LLC
Securities Offered	LOF Management Rights issued by LOF and attached to the Notes offered on the marketplace. Each LOF Management Right will be issued only together with a Note, will not be separable from the related Note, and will not be assigned separate consideration or value. See "Summary of Indenture, Form of Notes, LOF Management Rights and Administration Agreement—LOF Management Rights."
Offering Price	No separate consideration will be paid for the LOF Management Rights and such securities will not be separable from the Notes.
Use of proceeds	LOF will not receive any proceeds from the issuance of the LOF Management Rights.
Electronic form and transferability	The LOF Management Rights will be issued in electronic form only.
Enforceability	Investors who purchase LOF Management Rights will have securities-law rights as purchasers of an investment contract and limited collective contractual rights, through the Indenture Agent, to enforce specified obligations of the Platform Operator under the Administration Agreement. Those contractual rights arise under state law and do not limit investors' federal securities-law rights. Applicable service obligations may terminate under circumstances described under "Summary of Indenture, Form of Notes, LOF Management Rights and Administration Agreement—Administration Agreement—Indenture Agent as Third-Party Beneficiary."
U.S. federal income tax consequences	LOF expects that the purchase, sale and holding of the LOF Management Rights will not have any U.S. federal income tax consequences.

Financial suitability	See “The Offering—Borrower Payment Dependent Notes—Financial suitability.”

The following diagram illustrates the basic structure of the marketplace for a single series of Notes. This graphic does not demonstrate many details of the marketplace, including the effect of pre-payments, late payments, late fees or collection fees. See “About the Marketplace” for more information.



FORWARD-LOOKING STATEMENTS

This prospectus includes forward-looking statements, which are statements that do not relate solely to historical or current facts and often include words such as ‘may,’ ‘believe,’ ‘expect,’ ‘project,’ ‘estimate,’ ‘intend,’ ‘anticipate,’ ‘plan,’ ‘continue’ or similar expressions. Forward-looking statements include statements in ‘Prospectus Summary,’ ‘Risk Factors,’ ‘Management’s Discussion and Analysis of Financial Condition and Results of Operations’ and elsewhere in this prospectus. These statements involve risks and uncertainties that could cause actual results to differ materially from those projected. Any expectation or belief expressed by LOFF or LOF is based on current plans and management expectations believed to have a reasonable basis, but no assurance can be given that the expectation or belief will occur or be achieved.

The following include some, but not all, of the factors that could cause actual results or events to differ materially from those anticipated:

- the performance of the Notes, which, in addition to being speculative investments, are special, limited obligations that are not guaranteed or insured;
- LOFF's ability to make payments on the Notes, including in the event that borrowers fail to make payments on the corresponding Borrower Loans;
- our ability to attract potential borrowers and investors to our marketplace;
- the reliability of the information about borrowers that is supplied by borrowers including actions by some borrowers to defraud investors;
- our ability to service the Borrower Loans, and our ability or the ability of a third party debt collector to pursue collection against any borrower, including in the event of fraud or identity theft;
- credit risks posed by the creditworthiness of borrowers and the effectiveness of the credit rating systems;
- our compliance with applicable regulations and regulatory developments or court decisions affecting our business;
- potential efforts by state regulators or litigants to impose liability that could affect LOFF's (or any subsequent assignee's) ability to continue to charge to borrowers the interest rates that they agreed to pay at origination of their loans;
- the impact of current and future economic conditions on the performance of the Notes and loss rates of the Notes; our compliance with applicable local, state and federal law, including the Investment Advisers Act of 1940, the Investment Company Act of 1940 and other laws;
- the application of federal and state bankruptcy and insolvency laws to borrowers, LOFF and LOF;
- the impact of borrower delinquencies, defaults and prepayments on the returns on the Notes;
- the impact of fluctuating interest rates and inflation on our business, results of operations, financial condition and future prospects;
- the lack of a public trading market for the Notes and the inability to resell the Notes at all;
- the federal income tax treatment of an investment in the Notes and the LOF Management Rights; and
- our ability to prevent security breaches, disruptions in service, and comparable events that could compromise the personal and confidential information held on our data systems, reduce the attractiveness of the marketplace or adversely impact our ability to service Borrower Loans.

There may be other factors that may cause actual results to differ materially from the forward-looking statements. We can give no assurances that any of the events anticipated by the forward-looking statements will occur or, if any of them does occur, what impact they will have on our results of operations and financial condition. You should carefully read the factors described in the "Risk Factors" section of this prospectus for a description of certain risks that could, among other things, cause our actual results to differ from these forward-looking statements.

All forward-looking statements speak only as of the date of this prospectus and are expressly qualified in their entirety by the cautionary statements included in this prospectus. We undertake no obligation to update or revise forward-looking statements that may be made to reflect events or circumstances that arise after the date made or to reflect the occurrence of unanticipated events, other than as required by law.

RISK FACTORS

The Notes and LOF Management Rights involve a high degree of risk. You should carefully consider the risks below, together with the other information in this prospectus, before investing. If any of these risks occurs, you may lose all or part of your investment, and our business, financial condition, operating results and prospects could be materially adversely affected. The risks described below are the material risks currently known to us, but they may not be the only risks we face.

RISKS RELATED TO BORROWER DEFAULT

Payments on the Notes depend entirely on payments LOFF receives on corresponding Borrower Loans. If a borrower fails to make any payments on the corresponding Borrower Loan related to a Note, payments on such Note will be correspondingly reduced.

LOFF will make payments pro rata on a series of Notes only after it receives a borrower payment on the corresponding Borrower Loan and applies the deductions described in the fee table under "About the

Marketplace—Loan Servicing and Collection." Under the terms of the Notes, if LOFF does not receive any or all payments on the corresponding Borrower Loan, payments on the Note will be correspondingly reduced in whole or in part. If the relevant borrower does not make a payment on a specific monthly loan payment date, no payment will be made on the Note on the corresponding succeeding Note payment date.

The Borrower Loans are not secured by any collateral or guaranteed or insured by any third party, and investors must rely on us or a third-party collection agency to pursue collection against any borrower.

Borrower Loans are unsecured obligations of borrowers. They are not secured by any collateral, and they are not guaranteed or insured by LOFF, LOF or any third party, or backed by any governmental authority in any way. We and our third-party collection agencies will, therefore, be limited in our ability to collect on Borrower Loans. Moreover, Borrower Loans are obligations of borrowers to LOFF, not obligations to the holders of Notes. Holders of the Notes will have no recourse to the borrowers and no ability to pursue borrowers to collect payments under Borrower Loans. Holders of the Notes may look only to LOFF for payment of the Notes. Furthermore, if a borrower fails to make any payments on the Borrower Loan, the holders of the Notes corresponding to that Borrower Loan will not receive any payments on their Notes. The holders of such Notes will not be able to pursue collection against the borrower and will not be able to obtain the identity of the borrower in order to contact the borrower about the defaulted Borrower Loan.

Information used in our underwriting and credit decisioning may be incomplete, inaccurate, or misleading; our reliance on bank account data and cash-flow metrics may not prevent losses.

In evaluating an applicant's creditworthiness, we rely in part on cash-flow metrics and other signals derived from bank account and related financial account data that an applicant authorizes us to access through third-party service providers and data sources that may constitute a consumer report. We generally do not independently verify all information and inferences derived from such data and, in some cases, our credit decisioning may be based on incomplete or inaccurate information.

Applicants may fail to provide access to all relevant accounts, whether because accounts are forgotten, inaccessible, unsupported, linked under different credentials or intentionally omitted. Even account data obtained directly from financial institutions may be incomplete, delayed, misclassified, non-recurring, seasonal or not representative of the applicant's ongoing ability or willingness to repay, and joint or multiple-account activity may cause us to mis-estimate income, expenses or disposable cash flow.

We may make credit decisions and assign risk grades, pricing, or eligibility determinations based on these and other data-driven assessments. If the information we use is incomplete, inaccurate, or misleading, or if our models and underwriting processes do not properly evaluate an applicant's credit risk, the borrower may be more likely to default, and investors may lose some or all of the purchase price paid for a Note.

The maximum payment-to-income including expenses ratio for applicants is 80%.

Payment-to-income including expenses ("PTI") measures a borrower's estimated recurring monthly obligations and expenses (including the scheduled payment on the requested Borrower Loan) relative to the borrower's estimated recurring monthly income. While we generally do not approve applicants with PTI above 80%, borrowers with PTI closer to this limit may have less capacity to absorb income or expense fluctuations and therefore may present a greater risk of delinquency or default than borrowers with lower PTI.

The Risk Rating may not accurately set forth the risks of investing in the Notes, no assurances can be provided that actual loss rates for the Notes will come within the estimated average annualized loss rates indicated by the Risk Rating, and investors have limited rights to cause LOFF to repurchase the Notes.

The Risk Rating assigned to a loan listing may not accurately reflect the risks of investing in the Notes, and is not a recommendation by us to purchase a Note. For example, the Risk Rating for a listing could be inaccurate because the applicant could present a secondary bank account tailored to our minimum application requirements to obtain a loan they otherwise would not have. Further, the Risk Rating does not reflect LOFF's credit risk as a debtor (such credit risk exists even though, as the debtor on the

Notes, LOFF's only obligation is to pay to the Note Holders their pro rata shares of collections received on the related Borrower Loans net of applicable fees). In addition, no assurances can be provided that actual loss rates for the Notes will fall within the expected loss rates indicated by the Risk Rating. The interest rates on the Notes might not adequately compensate Note investors for these additional risks.

Some borrowers may use our marketplace to defraud investors, which could adversely affect investors' ability to recoup their investment.

We use identity and fraud checks with external databases to authenticate borrowers, but those checks may fail and applicants may misrepresent their identity, loan purpose or other information. LOFF's repurchase or indemnification obligations apply only in limited circumstances, including verifiable identity theft and specified other events, and generally do not cover other borrower fraud, inaccurate Consumer Report Data, borrower misstatements or similar indicators of borrower intent and ability to repay. If LOFF repurchases a Note, the repurchase price will equal the outstanding principal balance and will not include accrued interest; LOF will concurrently repurchase the related LOF Management Right for zero consideration. See "About the Marketplace—Note Repurchase and Indemnification Obligations" for more information.

LOFF's control over identity-theft determinations creates a significant conflict of interest between LOFF and investors.

LOFF, directly or through the Servicer, controls the investigation of identity-theft claims and will determine, in its reasonable discretion based on servicing records and documentation reasonably requested by LOFF, whether verifiable identity theft has occurred. That determination may trigger an obligation by LOFF to repurchase the related Notes or indemnify the applicable Note holders. Because investors rely on LOFF for that determination, a conflict of interest exists between LOFF and those investors.

If payments on the Borrower Loan corresponding to an investor's Note become overdue, such investor may not receive the full principal and interest payments that were expected on the Note, and such investor may not recover the original purchase price on the Note.

We may refer Borrower Loans that become past due to a third party collection agency for collection or we may collect on such Borrower Loans directly. If a borrower fails to make a required payment on a Borrower Loan, we will pursue reasonable collection efforts in respect of the Borrower Loan. Referral of a delinquent Borrower Loan to a collection agency within five business days after it becomes 30 days past due will be considered reasonable collection efforts. Any recovered borrower payment may be reduced by the collection fees and related costs described in the fee table under "About the Marketplace—Loan Servicing and Collection" before any amount is paid to Note Holders.

For some non-performing Borrower Loans, we may not be able to recover any of the unpaid loan balance and, as a result, an investor who has purchased a corresponding Note may receive little, if any, of the unpaid principal and interest payable under the Note. In all cases, investors must rely on our collection efforts or the applicable collection agency to which such Borrower Loans are referred, and are not permitted to collect or attempt collection of payments on the Borrower Loans in any manner.

Loss rates on the Borrower Loans may increase as a result of economic conditions beyond our control and beyond the control of the borrower.

Borrower Loan loss rates may be significantly affected by economic downturns or general economic conditions beyond our control and beyond the control of individual borrowers. In particular, loss rates on Borrower Loans may increase due to factors such as prevailing interest rates, the rate of unemployment, the level of consumer confidence, residential real estate values, the value of the U.S. dollar, energy prices, changes in consumer spending, the number of personal bankruptcies, disruptions in the credit markets, natural disasters, pandemics, and other factors.

In the event that LOFF receives payments on the Borrower Loan corresponding to an investor's Note after the final maturity date, such investor may not receive payments on that Note after maturity.

Each Note will mature on the initial maturity date, unless any principal or interest payments in respect of the corresponding Borrower Loan remain due and payable to LOFF upon the initial maturity date, in which case the maturity of the Note will be automatically extended to the final maturity date. If there are any amounts under the corresponding Borrower Loan still due and owing to LOFF on the final maturity date, LOFF will have no further obligation to make payments on the related Notes, even if it receives payments on the corresponding Borrower Loan after such date.

The Borrower Loans do not restrict borrowers from incurring additional unsecured or secured debt, nor do they impose any financial restrictions on borrowers during the term of the Borrower Loan, which may reduce the likelihood that an investor will receive the full principal and interest payments that such investor expects to receive on a Note.

If a borrower incurs additional debt after the date a loan listing is posted, the additional debt may impair the ability of that borrower to make payments on their Borrower Loan and, as such, reduce the likelihood that an investor will receive the principal and interest payments that such investor expects to receive on a corresponding Note. Moreover, the additional debt may adversely affect the borrower's creditworthiness generally, and could result in the financial distress, insolvency, or bankruptcy of the borrower. To the extent that the borrower has or incurs other indebtedness and cannot pay all of their indebtedness, the borrower may choose to make payments to other creditors, rather than to LOFF.

To the extent borrowers incur other indebtedness that is secured, such as a mortgage, a home equity line or an auto loan, the ability of the secured creditors to exercise remedies against the assets of the borrower may impair the borrower's ability to repay the Borrower Loan on which an investor's Note is dependent for payment. Borrowers may also choose to repay obligations under secured indebtedness or other unsecured indebtedness before repaying Borrower Loans because there is no collateral securing the Borrower Loans. An investor will not be notified if a borrower incurs additional debt after the date a loan listing is posted.

A borrower may request that his or her bank "chargeback" a payment on a Borrower Loan upon which a Note is dependent for payment and request a refund on that payment, resulting in a delinquency on the payment and a possible negative cash balance in an investor's account.

A borrower chargeback is a process by which a borrower who has made a payment on a Borrower Loan has his or her bank cancel the payment or request a refund of that payment. We generally withhold payments to investors up to three business days after a related borrower payment is initiated. If the chargeback occurs three or more days after the initiation of payment, an investor must rely on us to contest the chargeback if we deem it appropriate. If a borrower successfully processes a chargeback three or more days after initiation of payment, such payment will be debited from an investor's account. Amounts received on Borrower Loans corresponding to an investor's Notes payments and deposited into such investor's account are subject to set-off against any negative balance or shortfall in the account.

Borrowers may not view or treat their obligations to LOFF as having the same significance as loans from traditional lending sources.

The investment return on the Notes depends on borrowers fulfilling their payment obligations in a timely and complete manner under the corresponding Borrower Loan. Borrowers may not view marketplace lending obligations originated through our marketplace as having the same significance as other credit obligations arising under more traditional circumstances. If a borrower neglects their payment obligations on a Borrower Loan upon which payment of an investor's Note is dependent or chooses not to repay their Borrower Loan entirely, such investor may not be able to recover any portion of the investment in a Note.

Our marketplace may fail to comply with applicable laws, which could limit our ability to collect on Borrower Loans.

The Borrower Loans are subject to federal and state consumer protection, licensing, and privacy laws. Our marketplace may not always be in compliance with these laws. Failure to comply with the laws and regulatory requirements applicable to our marketplace may, among other things, limit our or a collection agency's ability to collect all or part of the principal of or interest on Borrower Loans.

We regularly review the requirements of these laws and take measures aimed at ensuring that the Borrower Loans originated through our marketplace meet the requirements of all applicable laws. However, determining compliance with all applicable laws is a complex matter and it is possible that our determination may be inaccurate or incorrect. Also, changes in law, either due to court decisions, regulatory interpretations or rulings, or new legislation, may adversely affect the collectability of a Borrower Loan.

In general, the Borrower Loans do not contain any cross-default or similar provisions. If a borrower defaults on any of their other debt obligations, our ability to collect on the Borrower Loan on which an investor's Note is dependent for payment may be substantially impaired.

The Borrower Loans do not contain cross-default provisions. A cross-default provision makes a default under certain debt of a borrower an automatic default on other debt of that borrower. Because the Borrower Loans do not contain cross-default provisions, a Borrower Loan will not be placed automatically in default upon that borrower's default on any of the borrower's other debt obligations. If a borrower defaults on debt obligations owed to a third party and continues to satisfy the payment obligations under the Borrower Loan, the third party may seize the borrower's assets or pursue other legal action against the borrower before the borrower defaults on the Borrower Loan, which may affect our ability to collect from the borrower when or if the Borrower Loan becomes delinquent.

Borrowers may seek the protection of debtor relief under federal bankruptcy or state insolvency laws, which may result in the nonpayment of an investor's Notes.

If a borrower files for bankruptcy, the automatic stay may delay or prevent collection, and the Borrower Loan may be discharged or paid only in part. In most borrower bankruptcy cases, unsecured creditors such as LOFF may receive nothing or only a fraction of the outstanding amount, which may cause Note holders to receive little or no unpaid principal and interest. See "About the Marketplace-Loan Servicing and Collection" for more information.

Federal law entitles borrowers who enter active military service to an interest rate cap and certain other rights that may inhibit the ability to collect on Borrower Loans and reduce the amount of interest paid on the corresponding Notes.

Federal law, including the Servicemembers Civil Relief Act and Military Lending Act, may cap interest, restrict certain contractual terms, stay proceedings or otherwise delay or impair collection from covered servicemembers and dependents. These protections may reduce or delay payments on the corresponding Notes. If there are any amounts under such a Borrower Loan still due and owing to LOFF after the final maturity of the corresponding Notes, LOFF will have no further obligation to make payments on such Notes, even if it receives payments on the Borrower Loan after the final maturity of such Notes. The Platform Operator does not take military service into account in assigning a Risk Rating to loan listings. In addition, as part of the borrower registration process, we do not request borrowers to confirm if they are qualified service members or reservists within the meaning of the SCRA or the MLA.

The death of a borrower may substantially impair an investor's ability to recoup the full purchase price of a Note or to receive the interest payments that such investor expects to receive on the Note.

If a borrower dies with an outstanding Borrower Loan, LOFF must stop automatic loan payments and refund payments debited after death. Recovery will depend on the borrower's estate, probate timing and competing liabilities, and Note holders may receive little or no further payment, especially if probate extends beyond the Notes' final maturity date.

RISKS INHERENT IN INVESTING IN THE NOTES

The Notes are risky and speculative investments suitable only for investors of adequate financial means.

Investors should be aware that the Notes offered through our marketplace are risky and speculative investments. The Notes are special, limited obligations of LOFF and depend entirely for payment on LOFF's receipt of payments under the corresponding Borrower Loans. Notes are suitable only for investors of adequate financial means. If an investor cannot afford to lose the entire amount of such investor's investment in the Notes, the investor should not invest in the Notes.

The Notes are special, limited obligations of LOFF only, are secured only through the Indenture Agent's lien for the benefit of Note holders, and are not guaranteed or insured by LOF or any third party.

The Notes will not represent an obligation of borrowers, LOF or any other party except LOFF, and are special, limited obligations of LOFF. The Notes are not guaranteed or insured by LOF, any governmental agency or instrumentality or any third party. LOFF has granted the Indenture Agent, for the benefit of Note Holders, a security interest in the Collateral described in the Indenture, including the Borrower Loans corresponding to the Notes, borrower loan payments and proceeds, the Collection Account and related rights and proceeds. Note Holders do not themselves have a direct security interest in the Borrower Loans, the Collection Account or the right to payment thereunder. If an event of default under the Indenture occurs, Note Holders would depend on the Indenture Agent's ability to exercise secured-party rights and apply collections in the manner contemplated by the Indenture. Although LOFF expects to take actions it believes are required to maintain the intended perfection of that security interest, including UCC filings and a deposit account control arrangement for the Collection Account, if that analysis is incorrect or required action is not timely taken, the Indenture Agent's security interest may not be effective and Note Holders could be required to share collateral or proceeds with LOFF's other creditors or, if a bankruptcy court ordered substantive consolidation of LOF and LOFF, LOF's creditors.

LOFF is not obligated to indemnify Note Holders or repurchase Notes except in limited circumstances.

LOFF is obligated to repurchase Notes or indemnify holders only for the limited Repurchase Events described under "Summary of Indenture, Form of Notes, LOF Management Rights and Administration Agreement—Indenture and Form of Notes—Repurchase and Indemnification." These include specified Risk Rating errors, verifiable identity theft with material payment default, and a no-payment event in which no Borrower Loan Payments have been received on the corresponding Borrower Loan and that Borrower Loan is at least 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. These rights are not a guarantee of payments on any Borrower Loan or Note and do not cover ordinary credit underperformance, a correctly determined Risk Rating that fails to predict actual losses, fraud other than verified identity theft, inaccurate Consumer Report Data, borrower misstatements, or similar borrower information.

LOFF's repurchase and indemnification obligations are general unsecured obligations and LOFF may not have sufficient liquidity to satisfy them.

LOFF may be required to repurchase Notes or indemnify investors only under specified circumstances described in this prospectus and the Notes. Those obligations, if triggered, are general unsecured obligations of LOFF; they 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 the Indenture and the applicable Note. LOFF has not set aside funds for these obligations, and its ability to pay them will depend on cash, fee income, capital contributions and other liquidity available at the time, after giving effect to other obligations and applicable legal restrictions. There can be no assurance that LOFF will have sufficient liquidity when any repurchase or indemnification obligation arises. If LOFF is unable to satisfy such an obligation with respect to a Note, an investor may lose some or all of the investment in that Note.

If an investor decides to invest through our marketplace and concentrate their investment in a single Note, such investor may increase their risk of borrower defaults.

The expected return on an investor's investment in Notes depends on the performance of the borrowers under the corresponding Borrower Loans. There are a wide range of Risk Ratings and listings in the marketplace and LOFF expects some borrowers to default on their loans. If an investor decides to invest through our marketplace and concentrate his or her investment in a single Note, such investor's entire return will depend on the performance of a single Borrower Loan. Concentrating an investment in Notes tied to a single Borrower Loan makes the investor's return depend on that borrower's performance. Diversifying across multiple Note series may reduce borrower-specific default risk, but it does not eliminate the risk of losing some or all of the investment.

Borrowers are allowed to prepay a Borrower Loan at any time without penalty. Borrower Loan prepayments will extinguish or limit an investor's ability to receive additional interest payments on a Note.

Borrower Loan prepayment occurs when a borrower decides to pay some or all of the principal amount on a Borrower Loan earlier than originally scheduled. Borrowers may decide to prepay all or a portion of the remaining principal amount due under a Borrower Loan at any time without penalty. In the event of a prepayment of the entire remaining unpaid principal amount of a Borrower Loan, each of the holders of the Notes corresponding to the Borrower Loan will receive his or her share of such prepayment but further interest will not accrue on such Borrower Loan or on such Note after the date on which the payment is made. If the borrower prepays a portion of the remaining unpaid principal balance, the term of the Borrower Loan will not change, but interest will cease to accrue on the prepaid portion. If a borrower prepays a Borrower Loan in whole or in part, an investor will not receive all of the interest payments that such investor originally expected to receive on the Note corresponding to such Borrower Loan. In addition, such investor may not be able to find a similar rate of return on another investment at the time at which the Borrower Loan is prepaid. The Interest Portion of any prepayment is subject to the Servicing Fee and Administration Fee, even if the prepayment occurs immediately after issuance of a Note.

Promotional Pricing may affect investors' effective yields, the comparability of returns across Notes, and the tax treatment of an investment in the Notes.

From time to time, LOFF may offer Promotional Pricing in connection with the purchase of Notes. If an investor purchases a Note at a price below its principal amount, that investor's effective yield on the Note may be higher than the stated yield shown in the applicable listing or otherwise experienced by investors who purchase Notes without Promotional Pricing. As a result, Notes with the same principal amount, stated interest rate and payment terms may produce different effective returns to different investors depending on the purchase price actually paid. In addition, the purchase of Notes at a discount may affect the tax treatment of such Notes, including the amount and timing of any original issue discount or other taxable income. See "The Offering—Borrower Payment Dependent Notes—Promotional Discounts and Coupons" and "Material U.S. Federal Income Tax Considerations."

Prevailing interest rates may change during the term of the Notes. If this occurs, investors may receive less value from the purchase of Notes in comparison to other ways they may invest their money. Additionally, changes in interest rates may affect borrower prepayment behavior, and investors may not be able to redeploy amounts received from prepayments in a way that offers returns comparable to those expected from the Notes.

The Borrower Loans on which the Notes are dependent for payment bear fixed, not floating, rates of interest. If prevailing interest rates increase, the interest rates on Notes investors purchase might be less than the rate of return they could earn if they had invested the purchase price in a different investment. Conversely, if prevailing interest rates decrease, borrowers may seek to refinance, consolidate, or otherwise prepay their Borrower Loans, which would shorten the expected term of the Notes and reduce the amount of interest investors would otherwise have received over the full scheduled term, and investors may be forced to reinvest returned principal at lower prevailing rates.

We may choose or be required to implement payment and collections relief programs in response to natural disasters, public health emergencies or crises, which may extend or otherwise alter the repayment schedule of Borrower Loans and reduce the expected return on the corresponding Notes.

As a result of the risk of natural disasters such as hurricanes, fires, and floods, public health emergencies, and other crises, we may choose or be required to implement payment and collection relief programs for affected Borrower Loans, which may impact the repayment schedule and terms of Borrower Loans and the returns received on corresponding Notes.

We may not set appropriate interest rates for Borrower Loans.

The Platform Operator sets interest rates for all Borrower Loans based on Risk Ratings, as well as additional factors such as Borrower Loan terms, the economic environment and competitive conditions. If the Platform Operator sets interest rates for Borrower Loans too low, investors may not be compensated appropriately for the level of risk that they are assuming in purchasing Notes, while setting the interest rate too high may increase the risk of non-payment. In either case, a failure by the Platform Operator to set rates appropriately may adversely impact the ability of investors to receive returns on their Notes that are commensurate with the risks they have assumed in acquiring such Notes.

Underwriting and model risk

The Platform Operator's approval and pricing decisions rely on Consumer Report Data, bank-link/identity-verification data, and its proprietary risk-rating models. These inputs may be incomplete, inaccurate, or change over time, and the models may misestimate default probability or loss severity. Returns may be adversely affected if approvals or pricing are based on incorrect data or model limitations. The 'risk-rating failure' remedy is narrow (e.g., miscalculation) and does not cover ordinary credit underperformance.

The LOF Management Rights attached to the Notes will not comprise collateral for the Notes nor generate any funds that will be payable to the holders of Notes.

The LOF Management Rights do not create payment obligations of LOF or any third party, do not serve as collateral for the Notes, do not guarantee any Borrower Loan or Note, and do not give Note holders recourse to LOF or its assets for payments on Borrower Loans or Notes. If LOFF repurchases Notes, LOF will concurrently repurchase the related LOF Management Rights for zero consideration, and those repurchase mechanics do not affect investors' federal or state securities-law rights.

Holders of the LOF Management Rights have a limited contractual ability, collectively through the Indenture Agent, to enforce specified obligations of the Platform Operator under the Administration Agreement and no individual contractual right to require performance of those obligations.

Under the Administration Agreement, the Platform Operator provides marketplace and corporate administration services, and the Servicer services the Borrower Loans and Notes under that agreement or a permitted successor arrangement. Holders of LOF Management Rights do not have an individual contractual right to enforce those obligations. Holders representing at least 25% of all outstanding Notes may, subject to the Indenture and funding, security and indemnity requirements, act collectively through the Indenture Agent to enforce specified Administration Agreement obligations. The Indenture Agent may refuse a direction as provided in the Indenture, including if the direction is not accompanied by satisfactory funding, security and indemnity. If the Platform Operator or Servicer fails to perform and LOFF cannot timely replace the nonperforming party, investors' receipt of Note payments and ability to benefit from marketplace, corporate administration or servicing functions may be substantially impaired. These contractual limitations do not limit holders' federal securities-law rights.

The Investor Registration Agreement contains provisions that limit certain legal rights of investors in relation to LOFF and, in specified limited capacities, LOF.

Investors enter into an Investor Registration Agreement with LOFF governing registration for and use of the LOFF-owned Platform. The Platform Operator, as defined in the Administration Agreement, operates the Platform as LOFF's authorized agent and has limited express third-party-beneficiary rights, but is not a party to that agreement in its individual capacity. The separate Subscription Agreement with both issuers governs the offer, purchase and sale of the Securities. No provision of either agreement limits, waives, releases or otherwise affects any non-waivable rights or remedies under the federal securities laws. Material Investor Registration Agreement provisions include:

- The Platform Operator and each former Platform Operator are express third-party beneficiaries of specified conduct restrictions, indemnity, disclaimer, liability-limitation, arbitration and contact provisions and may enforce those provisions only to the extent applicable to service in that capacity.
- LOFF may in its sole discretion, with or without cause and with or without notice, restrict an investor's access to our marketplace or the website.
- LOFF may in its sole discretion terminate the agreement, with or without cause.
- Investors agree to indemnify LOFF and the covered beneficiaries for claims and losses arising from the investor's material breach, acts or omissions in connection with the Platform, or third-party claims arising from misuse of the Platform or infringement of third-party rights. This indemnification obligation survives termination.
- Investors are prohibited from assigning, transferring, sublicensing, or otherwise delegating any of their rights under the agreement without LOFF's prior written consent.
- A claim relating to the agreement may be resolved by binding arbitration administered by the American Arbitration Association or JAMS only upon the mutual election stated in the agreement. The participating company pays filing and administration fees and arbitrator fees up to $1,000 and considers an in-

vestor request to pay additional arbitration costs; each participant generally bears its own attorney, expert and witness fees except where a statute provides otherwise. Arbitration is individual only, and the provision does not affect any person's ability to bring an action under the federal securities laws.

The Notes will not be listed on any securities exchange and can be held only by registered Live Oak Financial investors. Further, no trading platform for the transfer of Notes exists and there can be no assurance a trading platform for the transfer of Notes will develop in the future. Therefore, investors should be prepared to hold the Notes they purchase until maturity.

The Notes and LOF Management Rights will not be listed on any securities exchange and all Notes and LOF Management Rights must be held by registered Live Oak Financial investors. While we may, in our sole discretion, permit the establishment of another platform on which a secondary market may be made with respect to the Notes, there can be no assurance a trading platform for the Notes and LOF Management Rights will develop in the future. Therefore, Note purchasers must be prepared to hold their Notes and LOF Management Rights to maturity.

The U.S. federal income tax consequences of an investment in the Notes are uncertain.

There are no statutory provisions, regulations, published rulings or judicial decisions that directly address the characterization of the Notes or instruments similar to the Notes for U.S. federal income tax purposes. However, although the matter is not free from doubt because payments on the Notes are dependent on payments on the corresponding Borrower Loan, LOFF treats the Notes as debt instruments that have original issue discount ("OID") for U.S. federal income tax purposes. Where required, LOFF intends to file informational returns with the U.S. Internal Revenue Service ("IRS") in accordance with such treatment unless there is a change or clarification in the law, by regulation or otherwise, that would require a different characterization of the Notes. Investors should be aware, however, that the IRS is not bound by LOFF's characterization of the Notes and the IRS or a court may take a different position with respect to the Notes' proper characterization. For example, the IRS could determine that, in substance, each investor owns a proportionate interest in the corresponding Borrower Loan for U.S. federal income tax purposes or, for example, the IRS could instead treat the Notes as a different financial instrument (including an equity interest or a derivative financial instrument). Any different characterization could significantly affect the amount, timing, and character of income, gain or loss recognized in respect of a Note. For example, if the Notes are treated as LOFF's equity, (i) LOFF would be subject to U.S. federal income tax on income, including interest, accrued on the corresponding Borrower Loans but would not be entitled to deduct interest or OID on the Notes, and (ii) payments on the Notes would be treated by the Note holder for U.S. federal income tax purposes as dividends (that may be ineligible for reduced rates of U.S. federal income taxation or the dividends-received deduction) to the extent of LOFF's earnings and profits as computed for U.S. federal income tax purposes. A different characterization may significantly reduce the amount available to pay interest on the Notes. Investors are strongly advised to consult their own tax advisor regarding the U.S. federal, state, local and non-U.S. tax consequences of the purchase, ownership, and disposition of the Notes (including any possible differing treatments of the Notes).

LOFF's ability to pay principal and interest on a Note may be affected by its ability to match the timing of its income and deductions for U.S. federal income tax purposes.

Investors should be aware that LOFF's ability to pay principal and interest on a Note may be affected by its ability, for U.S. federal income tax purposes, to match the timing of income it receives from a corresponding Borrower Loan that it holds and the timing of deductions that it may be entitled to in respect of payments made on the Notes that it issues. For example, if the Notes are treated as contingent payment debt instruments for U.S. federal income tax purposes but the corresponding Borrower Loans are not, there could be a potential mismatch in the timing of LOFF's income and deductions for U.S. federal income tax purposes, and LOFF's resulting tax liabilities could affect its ability to make payments on the Notes.

Our participation in the funding of Borrower Loans could be viewed as creating a conflict of interest.

As is the practice with other marketplace lending companies, from time to time, we may fund portions of qualified loan requests in our marketplace and hold any Notes purchased as a result of such funding for our own individual accounts. Even though we will participate in funding Borrower Loans listed in our marketplace under the same terms and conditions and through the use of the same information that is made available to other potential investors in our marketplace, such participation may be perceived as involving a conflict of interest. For example, our funding of a Borrower Loan may cause the loan to fund, and in some cases, fund faster, than it would fund in the absence of our participation, which could benefit us to the extent that it ensures that we generate the revenue associated with the loan.

RISKS RELATED TO LOFF AND LOF, OUR MARKETPLACE AND OUR ABILITY TO SERVICE THE NOTES

We have incurred losses since inception, have not begun revenue-generating operations, and substantial doubt exists about our ability to continue as a going concern.

LOF and LOFF are pre-revenue companies. The Company incurred consolidated net losses of $653 for the period from June 12, 2024 (inception) through December 31, 2024, $4,533 for 2025 and $5,940 for the period from January 1 through July 21, 2026. The reviewed financial statements state that these conditions raise substantial doubt about the Company's ability to continue as a going concern for one year after the financial statements were available to be issued. Continued operations depend on regulatory qualification, required lending licenses, available capital and the commencement of revenue-generating operations. If these conditions are not met, LOF and LOFF may be unable to commence operations, perform their obligations or service outstanding Notes.

Key-person risk; We depend heavily on a single executive; the loss of this individual—or limits on their time—could materially harm our business and your investment.

Our day-to-day operations, including borrower underwriting, platform oversight, compliance, financial reporting, and servicing, are concentrated in one executive and we currently have no employees. We do not maintain a long-term employment agreement or key-person insurance. If this individual were to become unavailable (whether by death, disability, resignation, or other reasons), or if their capacity were constrained, we could experience delays, errors, or interruptions in originating Borrower Loans, maintaining our platform, calculating and remitting payment on the Notes, preparing financial statements, and meeting legal and regulatory obligations. Recruiting and onboarding qualified replacements or contractors could be difficult, costly, and time-consuming, and there can be no assurance we would be able to do so on acceptable terms or at all. Any of the foregoing could materially and adversely affect our business, financial condition, results of operations, and ability to meet our obligations on the Notes.

A decline in economic conditions may adversely affect our customers, which may negatively impact our business and results of operations.

As a lending marketplace, we believe our customers are highly susceptible to uncertainties and negative trends, real or perceived, in the markets driven by, among other factors, general economic conditions in the United States and abroad. These external economic conditions and resulting trends or uncertainties could adversely impact our customers' ability or desire to participate in our marketplace as borrowers or investors, and consequently could negatively affect our business and results of operations.

LOFF has not identified a back-up servicer, and neither LOFF nor any other person has entered into a back-up servicing agreement. If the Platform Operator or Servicer ceases to perform applicable obligations, or if LOFF defaults, investors may experience delays, increased costs or reduced payments on Notes, and LOFF may be unable to continue collecting and processing repayments from borrowers or continue issuing new Notes.

If the Platform Operator were to become subject to a bankruptcy proceeding, the Platform Operator may have the right, subject to applicable law and court oversight, to assume or reject the Administration Agreement or the servicing provisions thereof. If the Platform Operator continues to perform under the Administration Agreement, it may continue to perform servicing and administration functions during that proceeding. If the Platform Operator rejects the Administration Agreement, defaults under it and fails to cure, or otherwise ceases to perform its obligations thereunder, LOFF would need to implement replacement servicing or administration arrangements for outstanding Borrower Loans and Notes.

LOFF has not identified a back-up servicer and no back-up servicing agreement is in place. If the Platform Operator rejects, defaults under, or otherwise ceases performing the Administration Agreement, LOFF would need to implement replacement servicing or administration arrangements. There can be no assurance that replacement arrangements would be available on acceptable terms, within the necessary timeframe or at all, and any replacement may cover only outstanding Borrower Loans and Notes, not the Platform Operator's broader marketplace administration, underwriting or Platform-operation functions. The Indenture Agent has not been engaged as a back-up servicer and has no duty to act as Servicer unless it separately agrees in writing. Any servicing transition, especially during the Platform Operator's financial distress, insolvency or operational disruption, could delay or impair collections, remittances, investor reporting, charge-off processing and other servicing functions.

Although LOFF has been organized in a manner that is intended to minimize the likelihood that it will become subject to a bankruptcy proceeding, if this were to occur, the rights of holders of the Notes could be uncertain, and payments on the Notes may be limited, suspended or stopped. The recovery, if any, of a holder on a Note may therefore be substantially delayed and substantially less than the principal and interest due and to become due on the Note.

Although LOFF has been organized and is operated in a manner that is intended to minimize the likelihood that it will become subject to a bankruptcy or similar proceeding, if this were to occur, the recovery, if any, of a holder of a Note may be substantially delayed in time (for example, due to the imposition of a stay on payments by the bankruptcy court) and may be substantially less in amount than the principal and interest due and to become due on the Note even if a Note holder's portfolio of Notes is well diversified and the Borrower Loans are paying on schedule. For example, LOFF has structured its limited liability company agreement, and agreed to covenants in the Indenture, that limit its activities in a manner that is intended to limit the possibility that it would voluntarily file for or could be required to file for bankruptcy. Among other things, LOFF must receive the affirmative vote of its Independent Manager to file for bankruptcy. There is no guarantee, however, that its unrestricted cash, capital contributions and other available liquidity will be sufficient to fund its contingent and other liabilities or that it will not enter into transactions that cause it to face solvency issues that ultimately could cause it to file for bankruptcy. Further, although LOFF has granted the Indenture Agent, for the benefit of the Note Holders, a security interest in all of the Borrower Loans, in all payments and proceeds it receives on the corresponding Borrower Loans and in the bank account in which the Borrower Loan payments are deposited, the holders of the Notes would still be subject to risks associated with LOFF's insolvency, bankruptcy or a similar proceeding.

If LOFF becomes subject to a bankruptcy or similar proceeding, borrowers may delay payments or cease making payments at all.

Borrowers may delay or suspend making payments to LOFF because of the uncertainties associated with LOFF becoming subject to a bankruptcy or similar proceeding, even if the borrowers have no legal right to do so, and such delay would reduce, at least for a time, the funds that might otherwise be available to pay the Notes corresponding to those Borrower Loans. In addition, the commencement of the bankruptcy or similar proceeding may, as a matter of law, prevent LOFF from making regular payments on the Notes, even if the funds to make such payments are available. Because any secured-party enforcement would occur through the Indenture Agent and would be subject to the Indenture, the bankruptcy process, and funding, security and indemnity requirements, investors may experience delays.

If LOFF becomes subject to a bankruptcy or similar proceeding, interest accruing on the Notes upon and following such bankruptcy or similar proceeding may not be paid.

In a bankruptcy or similar proceeding of LOFF, interest accruing on the Notes during the proceeding may not be part of the allowed claim of a holder of a Note. If the Note holder receives a recovery on the Note (and no such recovery can be assured), any such recovery may be based on, and limited to, the Note holder's claim for principal and for interest accrued up to the date of the bankruptcy or similar proceeding, but not thereafter. Because a bankruptcy or similar proceeding may take months or years to complete, a claim based on principal and on interest only up to the start of the bankruptcy or similar proceeding may be substantially less than a claim based on principal and on interest through the end of the bankruptcy or similar proceeding.

If LOFF becomes subject to a bankruptcy or similar proceeding, a Note holder may not have any priority right to payment from the corresponding Borrower Loan, may not have any right to payment from funds in the applicable Collection Account.

In a bankruptcy or similar proceeding, if LOFF has failed to perfect the security interest in Borrower Loans, investors may be required to share the proceeds of the Borrower Loans upon which their Notes are dependent for payment with LOFF's other creditors, including holders of other Notes or Borrower Loans. To the extent that proceeds of the Borrower Loans would be shared with LOFF's other creditors, any secured or priority rights of such other creditors may cause the proceeds to be distributed to such other creditors before any distribution is made to investors on the corresponding Notes.

If a payment is made on a Borrower Loan corresponding to a Note before LOFF's bankruptcy or similar proceeding is commenced, and those funds are held in the Collection Account LOFF maintains with [•] to collect borrower payments and have not been used by LOFF to make payments on the Note as of the date the bankruptcy or similar proceeding is commenced, there can be no assurance that LOFF will or will be able to use such funds to make payments on such Note. Other creditors of LOFF, including holders of other Notes or other claims, may be deemed to have rights to such funds or interests in the Collection Account and monies credited thereto that are equal to or greater than the rights of the holder of such Note. See "About the Marketplace—Loan Servicing and Collection" for more information.

In a bankruptcy or similar proceeding of LOFF, a holder of a Note may be delayed or prevented from enforcing LOFF's repurchase obligations with respect to such Note.

In a bankruptcy or similar proceeding of LOFF, any right of a holder of a Note to enforce LOFF's obligation, under the circumstances set forth in the Note, to provide the remedy selected by LOFF—either repurchase of the Note or indemnification of the Note holder—would generally be treated as a general unsecured claim against LOFF and could be delayed, reduced, disallowed, subordinated or otherwise treated less favorably than the holder expects. For a discussion of the restrictions LOFF has imposed upon itself and the formalities it has adopted under its organizational documents to minimize the likelihood of its becoming subject to a bankruptcy or similar proceeding, see "Information About Live Oak Financial Funding LLC" and "Information About Live Oak Financial LLC."

Although LOFF has been organized in a manner that is intended to prevent it from being substantively consolidated with LOF in the event of LOF's bankruptcy, if LOFF were substantively consolidated in this manner, the rights of the holders of the Notes could be uncertain, and payments on the Notes may be limited, suspended or stopped. The recovery, if any, of a holder on a Note may therefore be substantially delayed and substantially less than the principal and interest due and to become due on the Note.

Although LOFF is intended to be separate from LOF, if LOF entered bankruptcy and LOFF were substantively consolidated with LOF, Note holders could face payment delays, uncertainty over priority, competing claims of LOF creditors, loss of access to collection or payment-processing arrangements, and reduced or delayed recovery. LOF bankruptcy could also delay or prevent transfer of servicing, corporate administration, marketplace administration or marketing functions to a replacement provider, especially because certain hardware, systems and third-party arrangements used to host, maintain and operate the platform are maintained by LOF under the Administration Agreement.

The Servicer has the authority to waive or modify the terms of a Borrower Loan without the consent of the Note Holders, subject to the Servicing Standard and the Program Documents.

Pursuant to the Administration Agreement, the Servicer is required to service the Borrower Loans and Notes in accordance with the Servicing Standard described in Section 5.1(d) of that agreement. Subject to that obligation, the Administration Agreement grants the Servicer the authority to waive or modify any non-material term of a Borrower Loan, consent to the postponement of strict compliance with any such term, or in any manner grant a non-material indulgence to any borrower. In addition, if a Borrower Loan is in default, or the Servicer determines a default is reasonably foreseeable or that such action is consistent with its servicing obligation, the Administration Agreement grants the Servicer the authority to waive or modify a material term of a Borrower Loan, to accept payment of an amount less than the principal balance in final satisfaction of a Borrower Loan and to grant any indulgence to a borrower, provided that the Servicer has reasonably and prudently determined that such action will not be materially adverse to the interests of the relevant Note Holders. If the Servicer approves a modification to the terms of any Borrower Loan it must promptly notify the corresponding Note Holders in each Note holder's account.

There can be no assurance that the Servicer will be able to collect the principal amount or interest rate agreed to and/or sell charged off Borrower Loans in the future as a result of business, regulatory or other considerations.

Payments and distributions on the marketplace are subject to operational and third-party risks

Payments and distributions on the marketplace are subject to operational and third-party risks, including risks relating to ACH processing, bank timing and holds, payment reversals and returns, processing errors, cybersecurity incidents, and system outages. In addition:

- Investor distributions depend on the receipt and processing of borrower payments; borrower payment delinquency or default will reduce or eliminate distributions.
- ACH transfers are not instantaneous and may be delayed, reversed, or returned.
- Changes to an investor's Linked Bank Account, or verification issues, may delay or prevent debits or credits.
- We may impose cutoffs, verification steps, holds, or other controls that affect timing in order to manage fraud, compliance, or operational risk.

We may be unable to manage our growth effectively and meet the demands that such growth places on our facilities, employees and infrastructure.

As the number of borrowers, investors and Borrower Loans originated through the Platform increases, the Platform Operator will need to increase its facilities, personnel and infrastructure in order to continue performing effectively its obligations under the Administration Agreement and to accommodate the effects that such growth will have on servicing and Platform needs. The Platform Operator must add new hardware and update its software and the Platform, expand customer support services, and add new employees to maintain Platform operations as well as to satisfy its servicing obligations on the Borrower Loans and Notes and its other obligations under the Administration Agreement. If the Platform Operator is unable to increase Platform capacity and maintain the necessary infrastructure to perform its duties under the Administration Agreement, LOFF, or one or more other third-party service providers engaged by LOFF, will have to perform the duties otherwise performed by the Platform Operator, and investors may experience delays in receipt of payments on their Notes and periodic Platform downtime.

LOFF's reliance on LOF or other third-party service providers, lack of employees, and capitalization levels could make it difficult to operate at a sustainable level.

LOFF is a special purpose vehicle with no employees and will rely on the Platform Operator to perform substantially all of its day-to-day operational and administrative functions and on the Servicer to perform servicing functions. LOFF's standalone financial resources are limited. LOFF expects to pay the Servicing Fee and Administration Fee to LOF from applicable Borrower Loan Payments under the payment waterfall and to fund its other ordinary-course expenses from unrestricted cash, capital contributions from LOF and other amounts available to it under the transaction documents. LOF intends, unless unable to do so, to make capital contributions to LOFF to the extent necessary to pay LOFF's expenses; however, LOF is not obligated to do so and may be unable to make such contributions due to liquidity constraints, insolvency, regulatory restrictions, or other factors. If the Platform Operator or Servicer does not perform as required or LOF does not make anticipated capital contributions, LOFF may be unable to timely administer the Notes, maintain required operations and controls, satisfy its obligations under the transaction documents, or continue to operate the Platform and issue additional Notes.

The market in which we participate is competitive and, if we do not compete effectively, our operating results could be harmed.

The consumer lending market is competitive and rapidly changing. With the introduction of new technologies and the influx of new entrants, we expect competition to persist and intensify in the future, which could harm our ability to increase volume in our marketplace.

Our principal competitors include banking institutions, credit unions, credit card issuers, consumer finance companies, and online lending platforms. Competition could result in reduced volumes, reduced fees, or the failure of our marketplace to achieve or maintain more widespread market acceptance, any of which could harm our business. In addition, in the future we may experience new competition including companies possessing large, existing customer bases, substantial financial resources and established distribution channels. If any of these companies or any major financial institution decides to enter our online lending sector, acquire one of our existing competitors or form a strategic alliance with one of our competitors, our ability to compete effectively could be significantly compromised and our operating results could be harmed.

Most of our current or potential competitors have significantly more financial, technical, marketing and other resources than we do and may be able to devote greater resources to the development, promotion, sale and support of their marketplaces and distribution channels. Our potential competitors may also have longer operating histories, more extensive customer bases, greater brand recognition and broader customer relationships than we have. These competitors may be better able to develop new products, to respond quickly to new technologies and to undertake more extensive marketing campaigns. Our industry is driven by constant innovation. If we are unable to compete with such companies and meet the need for innovation, the use of our marketplace could stagnate or substantially decline.

If we fail to promote and maintain our brand in a cost-effective manner, we may lose market share and our revenue may decrease.

To succeed, we must increase transaction volumes in our marketplace by attracting a large number of borrowers and investors in a cost-effective manner. If we are not able to attract qualified borrowers and sufficient investor purchase commitments, we will not be able to increase our transaction volumes. LOFF believes that developing and maintaining awareness of its brand in a cost-effective manner is critical to achieving widespread acceptance of our marketplace and attracting new borrower and investors. Furthermore, we believe that the importance of brand recognition will increase as competition in our industry increases. Successful promotion of our brand will depend largely on the effectiveness of marketing efforts, the user experience on our marketplace and our ability to maintain and defend a differentiated brand identity. These brand promotion activities may not yield increased revenues. If we fail to successfully promote, defend and maintain our brand, including through enforcement actions against infringement of our trademark assets, we may lose our existing users to competitors or be unable to attract new users, which would cause our revenue to decrease and may impair our ability to maintain our marketplace.

We are subject to extensive federal, state and local regulation that could adversely impact our ability to service the Notes.

We are subject to extensive federal, state and local regulation, non-compliance with which could have a negative impact on our ability to service the Notes, provide a trading market for the Notes, or maintain our marketplace.

Additionally, we hold lending licenses, collection licenses or similar authorizations under which regulators have authority to supervise and examine our activities. Because LOFF relies on the Platform Operator, pursuant to the Administration Agreement, to oversee operation of the Platform on its behalf, if the Platform Operator does not comply with applicable laws, it could lose one or more licenses or authorizations, which may adversely affect LOFF's ability to continue performing its servicing obligations or maintain the Platform.

While we employ procedures to ensure compliance with The Federal Fair Debt Collection Practices Act and similar state debt collection laws and obligate the third party collection agencies and other service providers that we use to comply with applicable law in collecting Borrower Loans (and we have sought and will seek to comply with such law when we undertake direct collection activity in relation to Borrower Loans), it is possible that improper collection practices may occur that could adversely affect the collectability of particular Borrower Loans originated through our marketplace or could result in financial penalties or operating restrictions being imposed on us that adversely affect our ability to operate or perform our respective payment and other obligations.

LOFF relies on a third-party commercial bank to process transactions. If LOFF is unable to continue utilizing these services, its business and ability to service the Notes may be adversely affected.

Because LOFF is not a bank, it cannot belong to or directly access the ACH payment network. As a result, it currently relies on an FDIC-insured depository institution to process its transactions. If LOFF cannot continue to obtain such services from this institution or elsewhere, or if it cannot transition to another processor quickly, its ability to process payments will suffer and investors' ability to receive principal and interest payments on the Notes will be delayed or impaired.

Any significant disruption in service in our marketplace or in LOF's computer systems could adversely affect LOF's ability to perform its obligations under the Administration Agreement.

The Platform Operator's ability to perform its obligations under the Administration Agreement could be materially and adversely affected by events outside of its control. The satisfactory performance, reliability and availability of its technology and underlying network infrastructure are important to operations, customer service, reputation and the ability to attract and retain users. The Platform and internal systems are hosted on servers located on premises and managed internally by LOF. Although LOF maintains physical, technical and administrative controls designed to protect these systems, LOF cannot guarantee that access to the Platform or its systems will be uninterrupted, error-free or secure. Operation of the Platform and those systems depends on LOF's ability to protect its infrastructure against damage or interruption from natural disasters, fire, flooding, severe weather, power or telecommunications failures, service outages, hardware/software failures, network disruptions, cyber-attacks (including ransomware), insider threats and similar events. If LOF experiences a material systems failure, physical security incident, or significant service disruption affecting its on-premises environment, the Platform Operator could experience interruptions in providing the Services, LOFF could experience interruptions in Platform operations, and both could experience delays and additional expense in restoring services, remediating vulnerabilities, and arranging alternative or redundant infrastructure.

Any interruptions or delays in LOF's performance of its services or in the functioning of and accessibility of our marketplace, whether as a result of infrastructure failures, configuration errors, patching or change-management issues, capacity constraints, or security breaches, whether accidental or willful, could harm LOFF's relationships with users and its reputation. Additionally, in the event of damage or interruption, LOF's insurance policies may not be sufficient for LOF to adequately compensate LOFF for any losses that it may incur. LOF's disaster recovery plan has not been tested under actual disaster conditions, and LOF may not have sufficient capacity to recover all data and services in the event of an outage at one or more facilities. These factors could prevent LOF from processing or posting payments on the Borrower Loans or the Notes, damage LOFF's brand and reputation, divert the attention of LOF's employees, reduce LOFF's revenue, subject LOF or LOFF to liability and cause users to abandon our marketplace, any of which could adversely affect our respective businesses, financial condition and results of operations.

Our marketplace may be vulnerable to malware, third-party software vulnerabilities and similar disruptions.

Our marketplace may be vulnerable to malware, third-party software vulnerabilities, and similar disruptions. If a hacker were able to infiltrate and deploy malware on our network, users would be subject to the increased risk of fraud or borrower identity theft and may experience losses, delays in the recoupment of amounts owed, or fraudulently induced purchases of Notes. While we have taken steps to prevent such activity from affecting our marketplace, if we are unable to prevent such activity, the value of investors' investment in the Notes could be adversely affected.

Purchasers of Notes will have no control over us and will not be able to influence our corporate matters.

LOFF is not offering and will not offer equity interests in its company. Investors who purchase Notes offered through our marketplace will have no equity interest in either of us and no ability to vote on or influence our decisions. As a result, LOF, which owns all of LOFF's outstanding equity interests, will continue to have sole control over LOFF's governance matters, subject to the consent rights of LOFF's managers for certain extraordinary actions under LOFF's organizational documents and the Indenture. See "Information About Live Oak Financial Funding LLC" for more information.

Events beyond our control may damage our ability to maintain adequate records, maintain our marketplace or perform the servicing obligations. If such events result in a system failure, investors' ability to receive principal and interest payments on the Notes would be substantially harmed.

If a catastrophic event resulted in a marketplace outage and physical data loss and/or affected our electronic data storage and back-up storage systems, LOFF's ability (and the Servicer's ability) to perform its servicing obligations would be materially and adversely affected. Such events include, but are not limited to, fires, earthquakes, terrorist attacks, natural disasters, computer viruses and telecommunications failures. In the event of any marketplace outage or physical data loss described in this paragraph, LOFF cannot guarantee that investors would be able to recoup their investment in the Notes.

Events beyond our control, such as an economic downturn, public health emergencies, international conflicts, natural disasters, or other catastrophic events may damage our ability to continue operations without disruptions, including our ability to attract new borrowers and investors, retain existing investors, as well as the ability of existing borrowers to repay their loans. If such events continued for an extended period of time and LOFF is unable to attract sufficient investor purchase commitments from new and existing investors, our business and results of operations may be materially adversely affected.

Our business is subject to the risk that external events, such as economic downturns, public health emergencies, natural disasters, or other catastrophic events, could disrupt our day-to-day operations and impair the activities of borrowers and investors on our marketplace. Unforeseen events, or the prospect of such events, including acts of war, terrorism and other international conflicts, public health issues including health epidemics or pandemics, and natural disasters such as fires, hurricanes, earthquakes, tornados or other adverse weather and climate conditions, whether occurring in the United States or elsewhere, could disrupt our operations, disrupt the operations of our vendors or result in political or economic instability. These events could reduce demand for our products or make it difficult or impossible to receive services from our vendors. Any such disruption could also damage our reputation, which would further lower investor or borrower demand for our products. We could also be subject to claims or litigation with respect to losses caused by such disruptions. Our property and business interruption insurance may not cover a particular event at all or be sufficient to fully cover our losses.

Additionally, a potential recession or volatility in capital markets as a result of public health emergencies may cause existing investors to cease or significantly decrease their investment in Borrower Loans through our marketplace. For existing borrowers, any resulting work slowdowns or stoppages may directly result in the inability to make loan payments, and may impair investors' ability to receive principal and interest payments on the corresponding Notes. If such events continued for an extended period of time and LOFF is unable to attract sufficient investor purchase commitments from new and existing investors, our business and results of operations may be materially adversely affected.

RISKS RELATED TO COMPLIANCE AND REGULATION

Our marketplace model may fail to comply with federal and state securities laws, borrower protection laws, such as state lending laws, federal consumer protection laws and the state counterparts to such consumer protection laws. Borrowers may dispute the enforceability of their obligations under borrower or consumer protection laws after collection actions have commenced, or otherwise seek damages under these laws. Investors may attempt to rescind their Note purchases under securities laws. Regulatory agencies and their state counterparts may investigate our compliance, or the compliance of our business partners, with these regulatory obligations, and may take enforcement action with respect to alleged law violations. Compliance with such regulatory regimes is also costly and burdensome.

Our marketplace model must comply with regulatory regimes applicable to consumer credit transactions as well as with regulatory regimes applicable to securities transactions. State laws generally regulate interest rates and other charges and require certain disclosures, and also require licensing for certain activities. In addition, other state laws, public policy and general principles of equity relating to the protection of consumers, unfair, deceptive, or abusive acts and practices, and debt collection practices may apply to the origination, servicing and collection of Borrower Loans in our marketplace. Our marketplace or activities conducted by our partners or service providers in connection with operation of our marketplace are also subject to other laws, such as:

- the federal Truth-in-Lending Act and Regulation Z promulgated thereunder, which require certain disclosures to borrowers regarding the terms of their loans;

- the federal Equal Credit Opportunity Act and Regulation B promulgated thereunder, which prohibit discrimination in the extension of credit on the basis of age, race, color, sex, religion, marital status, national origin, receipt of public assistance or the exercise of any right under the Consumer Credit Protection Act;
- the federal Fair Credit Reporting Act and Regulation V, which regulate the use, reporting and disclosure of information related to each applicant's credit history;
- the federal Fair Debt Collection Practices Act and Regulation F, which regulate debt collection practices by "debt collectors" and prohibit debt collectors from engaging in certain practices in collecting, and attempting to collect, outstanding consumer loans;
- state counterparts to the above consumer protection laws;
- state and federal securities laws, which require that any non-exempt offers and sales of the Notes be registered;
- Section 5 of the Federal Trade Commission Act, which prohibits unfair and deceptive acts or practices in or affecting commerce, and Section 1031 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, which prohibits unfair, deceptive or abusive acts or practices in connection with any consumer financial product or service;
- the federal Gramm-Leach-Bliley Act, which includes limitations on financial institutions' disclosure of nonpublic personal information about a consumer to nonaffiliated third parties, in certain circumstances requires financial institutions to limit the use and further disclosure of nonpublic personal information by nonaffiliated third parties to whom they disclose such information and requires financial institutions to disclose certain privacy policies and practices with respect to information sharing with affiliated and nonaffiliated entities as well as to safeguard personal customer information, and other privacy laws and regulations;
- state consumer privacy and data protection laws which provide consumers in these states with extensive rights to know about the use, to request deletion and correction, and to opt out of the sale of their personal information by certain businesses, and which obligates such businesses to notify consumers of their data collection practices and to implement procedures for addressing consumer requests regarding their personal data;
- the Bankruptcy Code, which limits the extent to which creditors may seek to enforce debts against parties who have filed for bankruptcy protection;
- the federal Servicemembers Civil Relief Act, which allows military members to suspend or postpone certain civil obligations so that the military member can devote their full attention to military duties;
- the federal Military Lending Act, which provides specific protections for active duty service members and their dependents (or covered borrowers) in consumer credit transactions;
- the federal Electronic Fund Transfer Act and Regulation E promulgated thereunder, which provide disclosure requirements, guidelines and restrictions on the electronic transfer of funds from consumers' bank accounts;
- the federal Electronic Signatures in Global and National Commerce Act and similar state laws, particularly the Uniform Electronic Transactions Act, which authorize the creation of legally binding and enforceable agreements utilizing electronic records and signatures; and
- the federal Bank Secrecy Act, which relates to compliance with anti-money laundering, customer due diligence and record-keeping policies and procedures.

We may not always be in compliance with these laws. Borrowers may make counterclaims regarding the enforceability of their obligations under borrower or consumer protection laws after collection actions have commenced, or otherwise seek damages under these laws. Investors may attempt to rescind their Note purchases under securities laws, and LOFF or LOF's failure to comply with such laws could also result in civil or criminal liability. Compliance with these requirements is also costly, time-consuming and limits operational flexibility.

Noncompliance with laws and regulations may impair our ability to facilitate the origination of or service Borrower Loans.

Generally, failure to comply with applicable laws and regulatory requirements may, among other things, limit our or a third party collection agency's ability to collect all or part of the principal amount of or interest on the Borrower Loans on which the Notes are dependent for payment. In addition, non-compliance could subject us to damages, revocation of required licenses, class action lawsuits, administrative enforcement actions, and civil and criminal liability, which may harm LOFF's business and ability to maintain our marketplace and may result in borrowers rescinding their Borrower Loans.

Where applicable, we seek to comply with state lending, servicing and similar statutes, and we continually evaluate our licensing needs. In U.S. jurisdictions with licensing or other requirements that we believe may be applicable to our marketplace, we have obtained necessary licenses or comply with the relevant requirements. Nevertheless, if we are found to not comply with applicable laws or fail to meet financial or other state licensing requirements, we could lose one or more of our licenses or face other sanctions, which may have an adverse effect on our ability to continue to facilitate the origination of Borrower Loans through our marketplace, and on our ability to perform servicing obligations or make our marketplace available to borrowers in particular states, which may impair investors' ability to receive the payments of principal and interest on the Notes that they expect to receive.

As online commerce develops, federal and state governments may draft and propose new laws to regulate commerce over the Internet, which may negatively affect our businesses.

As online commerce continues to evolve, increasing regulation by federal and state governments becomes more likely. Our businesses could be negatively affected by the application of existing laws and regulations or the enactment of new laws applicable to marketplace lending. The cost to comply with such laws or regulations could be significant and would increase our operating expenses, and we may be unable to pass along those costs to our users in the form of increased fees. In addition, federal and state governmental or regulatory agencies may decide to impose taxes on services provided online. These taxes could discourage the use of the Internet as a means of consumer lending, which would adversely affect the viability of our marketplace.

If one or both of LOF and LOFF is required to register under the Investment Company Act, either of our ability to conduct business could be materially adversely affected.

The Investment Company Act of 1940, or the "Investment Company Act," contains substantive legal requirements that regulate the manner in which "investment companies" are permitted to conduct their business activities. LOFF and LOF believe each has conducted its business in a manner that does not result in being characterized as an investment company. If, however, LOFF is deemed to be an investment company under the Investment Company Act, it may be required to institute burdensome compliance requirements and its activities may be restricted, which would materially adversely affect its business, financial condition and results of operations. Any determination that the Platform Operator is an investment company under the Investment Company Act similarly could impair its ability to perform under the Administration Agreement and thereby impair LOFF's ability to make payments on the Notes. If LOFF or LOF were deemed to be an investment company, LOFF or LOF may also attempt to seek exemptive relief from the SEC, which could impose significant costs and delays on their businesses.

If one or both of LOF and LOFF is required to register under the Investment Advisers Act, either of our ability to conduct business could be materially adversely affected.

The Investment Advisers Act of 1940, or the "Investment Advisers Act," contains substantive legal requirements that regulate the manner in which "investment advisers" are permitted to conduct their business activities. LOFF believes that its business consists of providing a platform for marketplace lending for which investment adviser registration and regulation do not apply under applicable federal or state law, and does not believe that it is required to register as an investment adviser with either the SEC or any of the various states. The SEC or a state securities regulator could reach a different conclusion, however. Registration as an investment adviser could adversely affect LOFF's method of operation and revenues. For example, the Investment Advisers Act requires that an investment adviser act in a fiduciary capacity for its clients. Among other things, this fiduciary obligation requires that an investment adviser manage a client's portfolio in the best interests of the client, have a reasonable basis for its recommendations, fully disclose to its client any material conflicts of interest that may affect its conduct and seek best execution for transactions undertaken on behalf of its client. It could be difficult for LOFF to comply with this obligation without meaningful changes to its business operations, and there is no guarantee that it could do so successfully. If LOFF were ever deemed to be in non-compliance with applicable investment adviser regulations, it could be subject to various penalties, including administrative or judicial proceedings that might result in censure, fine, civil penalties (including treble damages in the case of insider trading violations), the issuance of cease-and-desist orders or other adverse consequences. Similarly, any determination by regulators that LOF must register as an investment adviser could materially adversely affect LOF and impair its ability to continue to administer our marketplace on LOFF's behalf.

We may face liability under state and federal securities law for statements in this prospectus and in other communications that could be deemed to be an offer to the extent that such statements are deemed to be false or misleading.

Listings and other borrower information available on LOFF's website, as well as in Listing Reports and Series Reports, are statements made in connection with the purchase and sale of securities that are subject to the antifraud provisions of the Exchange Act and the Securities Act. In general, these liability provisions provide a purchaser of the Notes with a right to bring a claim against one or both of us for damages arising from any untrue statement of material fact or failure to state a material fact necessary to make any statements made not misleading. Even though LOFF and LOF have advised investors of what they believe to be the material risks associated with an investment in the Notes and LOF Management Rights, the SEC or a court could determine that they have not advised investors of all of the material facts regarding an investment in the Notes and LOF Management Rights, which could give investors the right to rescind their investment and obtain damages, and could subject LOFF and LOF to civil fines or criminal penalties in addition to any such rescission rights or damages.

LOF and LOFF's activities in connection with the offer and sale of securities through our marketplace could result in potential violations of federal securities law and result in material liability to LOFF and/or LOF.

LOF's and LOFF's offering activities are subject to federal and Texas securities laws. Changes in how Notes or other securities are offered or sold through the marketplace could be viewed by the SEC or Texas securities regulators as creating or selling unregistered securities outside the structure described in this prospectus. LOF and LOFF therefore intend to offer Notes only within the structure, terms, limitations, documentation and marketplace procedures described here unless an amendment, supplement or other required filing is made. Failure to do so could result in material liability.

USE OF PROCEEDS

LOFF will use the net proceeds received from the sale of each series of Notes to purchase the corresponding Borrower Loan from LOF. If the purchase price paid by investors for a series of Notes is reduced pursuant to Promotional Pricing, LOF will accept the reduced net proceeds as the purchase price for the corresponding Borrower Loan, and LOFF will not use capital contributions, operating funds or other funds to make up the difference. See "The Offering—Borrower Payment Dependent Notes—Promotional Discounts and Coupons" and "About the Marketplace" for more information.

The Notes are not being offered to raise general working capital for LOF or LOFF. Ordinary-course operating expenses and servicing-related infrastructure costs are expected to be funded from available cash, fee income from the Servicing Fee and Administration Fee and, where needed, capital contributions, as described under "Management's Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources."

No separate purchase price is allocated to the LOF Management Rights that accompany each Note, and LOF will not receive separate offering proceeds from their issuance.

PLAN OF DISTRIBUTION

LOFF will offer the Notes on a continuous basis only through the marketplace at www.crowdcash.cc, and LOF will issue the accompanying LOF Management Rights only to persons resident in Texas. Each series of Notes will correspond to a specific Borrower Loan and will be offered through an investor-facing listing posted on the marketplace. Investors may review available listings and subscribe to purchase Notes through the marketplace in accordance with the subscription procedures described under "About the Marketplace" and "The Offering."

LOF and LOFF do not intend to use a federally registered broker-dealer. LOFF will offer and sell the Notes directly through the marketplace, LOF will issue the LOF Management Rights only with the Notes, and no broker-dealer, selling agent, finder, lead generator, referral source, marketer or other intermediary will receive transaction-based compensation in connection with this offering.

Offers and sales of the Securities are expected to be conducted principally through the marketplace and through the efforts of Erik Randall. Mr. Randall is the Founder and Managing Member of LOF and serves as President, Treasurer and Secretary of LOFF. In those capacities, Mr. Randall performs substantial duties for LOF and LOFF other than in connection with transactions in securities, including marketplace strategy, product development, platform architecture, regulatory and licensing activities, borrower-loan origination preparation, servicing and administration infrastructure, and the build-out of systems and processes necessary to originate, administer and service Borrower Loans and Notes.

LOF and LOFF believe that Mr. Randall is not required to register as a broker under the Securities Exchange Act of 1934 solely as a result of his participation in this offering because his participation is expected to comply with Rule 3a4-1 under the Exchange Act. In particular, Mr. Randall:

- is not subject to a statutory disqualification, as that term is defined in Section 3(a)(39) of the Exchange Act;
- will not be compensated in connection with his participation in this offering by the payment of commissions or other remuneration based directly or indirectly on transactions in securities;
- is not an associated person of a federally registered broker or dealer;
- primarily performs, and is expected to continue to perform at the end of this offering, substantial duties for or on behalf of LOF and LOFF other than in connection with transactions in securities;
- was not a broker or dealer, or an associated person of a broker or dealer, within the preceding twelve months; and
- did not participate in selling an offering of securities for any issuer more than once during the preceding twelve months other than in reliance on Rule 3a4-1(a)(4)(i) or Rule 3a4-1(a)(4)(iii) under the Exchange Act.

Mr. Randall will not provide personalized investment advice or recommendations to investors, will not recommend that any investor purchase a particular Note or series of Notes, and will not exercise investment discretion on behalf of any investor. Any Risk Rating, borrower-specific information, Note-specific information, Listing, Listing Report, Series Report or other marketplace information made available to investors is intended to provide offering, marketplace-activity and credit-related information about the applicable Listing or Note series and does not constitute individualized investment advice or a recommendation to purchase any Security.

LOF, LOFF and their associated persons will not open or maintain brokerage accounts for investors, carry customer securities, maintain investor cash balances, or custody investor funds or securities as a broker-dealer. Administrative functions relating to investor onboarding, subscription processing, ACH debits or credits through payment-processing arrangements, electronic book-entry records, investor eligibility review, and delivery of offering materials are not intended to constitute brokerage account services, investment advisory services, or the custody of investor funds or securities by a broker-dealer.

Any officer, manager, employee or other associated person of LOF or LOFF who participates in this offering will be required to comply with Rule 3a4-1 or another available exemption from federal broker registration and will not receive commissions or other transaction-based compensation in connection with the offer or sale of the Securities. Any third-party service provider, advertising vendor, referral source, marketer, publisher, social-media participant, lead generator or other person who is not an associated person of LOF or LOFF will not be authorized to solicit investors, recommend the Securities, accept subscriptions, negotiate securities transactions, or receive transaction-based compensation unless such person is appropriately registered or otherwise permitted to engage in those activities under applicable federal and Texas securities laws.

LOF and LOFF are registered with the Texas State Securities Board as issuer-dealers, and Mr. Randall is registered with the Texas State Securities Board as agent of LOF and LOFF for purposes of this offering. Mr. Randall's Texas agent registration is in his capacity as agent of the issuers for this Texas-qualified offering and does not reflect association with a federally registered broker or dealer.

The borrower-specific and Note-specific information for each series of Notes, including the requested loan amount, borrower interest rate, investor yield percentage, loan term, Risk Rating and listing expiration date, will be shown in the applicable Listing and may be reflected in Listing Reports and, if the Listing is funded, Series Reports prepared in connection with the offering. Series Reports will also identify the Securities sold and include the final funded amount for the applicable series of Notes.

The Notes will generally be offered at 100% of principal amount unless reduced under Promotional Pricing, and the LOF Management Rights may be acquired only with the related Notes.

FINANCIAL SUITABILITY REQUIREMENTS

The Notes and LOF Management Rights are highly risky and speculative. Investing in the Notes and LOF Management Rights should be considered only by persons who can afford the loss of their entire investment. The current minimum subscription is $50, and a subscription may be up to 100% of the requested loan amount, subject to investor eligibility and suitability requirements.

Each natural-person investor must meet one of the following minimum financial-suitability requirements:

a) You must have annual gross income of at least $80,000 and net worth of at least $80,000, exclusive of home, home furnishings and automobiles; or
b) Your net worth must be at least $280,000, exclusive of home, home furnishings and automobiles.

For purposes of these suitability requirements, you and your spouse are considered to be a single person. Each natural-person investor who is not an Individual Accredited Investor may not purchase Securities if, after the purchase, the investor's aggregate net investment would exceed 10% of the greater of the investor's annual gross income or net worth, calculated as described below. An Individual Accredited Investor remains subject to the foregoing minimum income-and-net-worth standards but is not subject to the concentration limit.

"Individual Accredited Investor" means a natural person described in Rule 501(a) under the Securities Act of 1933, as incorporated by 7 Texas Administrative Code Section 107.2. The following additional definitions apply:

- "annual gross income" means the total amount of money you earn each year, before deducting any amounts for taxes, insurance, retirement contributions or any other payments or expenses;
- "net worth" means the total value of all your assets, minus the total value of all your liabilities. The value of an asset is equal to the price at which you could reasonably expect to sell it. In calculating your net worth, you should only include assets that are liquid, meaning assets that consist of cash or something that could be quickly and easily converted into cash, such as a publicly-traded stock. You shouldn't include any illiquid assets, such as homes, home furnishings or cars;
- For these requirements, "net investment" means the principal amount of Securities purchased, minus principal payments received on the Securities.

- An institutional investor is eligible only if it (i) has its principal place of business in Texas and otherwise satisfies Rule 147A's Texas-residency requirements, (ii) purchases for its own account and not as agent or nominee, (iii) was not formed for the specific purpose of acquiring the Securities, and (iv) satisfies the substantive purchaser criteria of Texas Government Code Section 4005.011 or 7 Texas Administrative Code Section 109.4. The self-directed-plan category and an entity qualifying solely because all of its equity owners are accredited investors under Rule 501(a)(8) are excluded. An entity meeting these requirements is an "Eligible Institutional Investor." These criteria are purchaser-suitability standards only and do not assert a separate exemption from securities registration.

- An Eligible Institutional Investor is not subject to the voluntary 10% concentration limit. Before accepting an institutional subscription, and at least annually while the institution remains eligible to make purchases, LOF and LOFF will require organizational and authority documents, evidence of the institution's Texas principal place of business, identification of its qualifying category, and a recent annual financial statement audited or certified as accurate by a principal of the institution.

- LOF and LOFF may apply more restrictive financial-suitability standards or maximum investment limits. Before making a commitment to purchase Securities, each investor must represent and warrant that the investor satisfies every standard and limit applicable to that investor.

ABOUT THE MARKETPLACE

Overview

Our marketplace is an online platform for Texas residents through which eligible borrowers may seek fixed-rate, fully amortizing, unsecured personal loans from $250 to $5,000, and eligible investors may purchase LOFF-issued Notes corresponding to those loans. Loan terms currently range from two to twenty-four months, and all Borrower Loans are originated by LOF, a Texas state registered lender.

How Our Marketplace Works

We operate an online marketplace that matches borrowers seeking unsecured consumer loans with investors seeking to purchase Notes issued by LOFF. A borrower who wishes to obtain a loan through our marketplace must complete a loan application. LOF evaluates the application and uses information provided by the borrower and data obtained from the borrower's linked financial institution to assign a risk assessment to the listing.

If there is sufficient investor interest in Notes associated with a particular listing, LOF originates the Borrower Loan using its own funds and, at the Series Closing Time described in the Subscription Agreement, sells and assigns the Borrower Loan to LOFF. At that same time, LOFF issues the Notes associated with that Borrower Loan. Payments on those Notes are dependent on the amounts, if any, received on the corresponding Borrower Loan.

Each listing includes the risk assessment, selected calculated items derived from the borrower's linked financial institution data, and the borrower's intended use of proceeds. The minimum investment amount is $50. Investors may submit orders to purchase Notes in increments up to the full principal amount of the related borrower loan, and multiple investors typically purchase Notes associated with a single borrower loan.

The registration, processing and payment systems are automated and electronic. We have no physical branches and do not take deposits. The website provides marketplace information, fee information, user legal agreements and customer-support materials.

LOF expects to attract investors and borrowers through referrals, direct communications, search results and advertising, and does not currently expect to depend on any one traffic source.

Marketplace Participants, Registration Requirements and Minimum Credit Criteria

All marketplace participants must register with us and agree to our marketplace rules and terms of use applicable to them. Marketplace participants using the electronic process must provide registration information, verify their email address, consent to electronic business, accept the applicable borrower or investor terms, and satisfy the eligibility requirements for the role in which they participate before applying for a loan or purchasing Notes. An investor may instead decline or revoke consent to electronic delivery or electronic signature and use the nonelectronic investor process described under "How to Subscribe to Purchase Notes."

Borrowers

Any natural person at least 18 years of age who is a U.S. resident in Texas where loans through our marketplace are available with a U.S. bank account and a social security number may apply to become a borrower by registering at www.crowdcash.cc. After passing the anti-fraud, anti-terrorism and identity verification process, borrowers can request unsecured Borrower Loans at interest rates set by us. We set minimum credit and other credit guidelines for borrowers, as discussed in the risk grading section.

When a borrower requests a loan, we first evaluate whether the borrower meets the underwriting criteria required by LOF. LOF originates loans to borrowers and then sells and assigns the promissory notes evidencing those loans to LOFF. The underwriting criteria apply for all Borrower Loans originated through our marketplace and may not be changed without LOF's consent. All borrowers who request a loan are subject to the following minimum eligibility criteria: (1) have a U.S. bank account with at least three months of transaction history reflecting periodic inflows and outflows consistent with day-to-day use, (2) have an annual income greater than $0, and (3) have a payment-to-income including expenses of no more than 80%.

If a borrower has previously obtained a Borrower Loan through our marketplace, then in addition to the foregoing requirements (as applicable), the borrower must also (1) have no prior charge-offs on

Borrower Loans originated through our marketplace, and (2) have never been more than 15 days delinquent on any Borrower Loan obtained through our marketplace within 12 months of their application.

Underwriting requirements for Borrower Loans, including eligibility requirements for subsequent loans, are subject to change over time.

After receiving a borrower's loan request, we verify the deposit account into which the Borrower Loan proceeds will be deposited to determine that the borrower is a holder of record of the account. Even if a listing receives subscriptions that equal or exceed the minimum amount required to fund, we will cancel the listing if we are unable to verify the borrower's deposit account. While we attempt to authenticate each marketplace participant's identity, our fraud checks could fail to detect identity theft, fraud and inaccuracies. See "Risk Factors—Risks Related to Borrower Default" for more information.

Investors

Investors are eligible natural persons and Eligible Institutional Investors that have the opportunity to purchase Securities. Investors register with LOFF through the LOFF-owned Platform operated by the Platform Operator as LOFF's authorized agent. An individual investor must be at least 18 years old, reside in Texas, provide a Social Security number and provide a state driver's license or identification card. An Eligible Institutional Investor must provide its taxpayer identification number, organizational and authority documents, evidence of its Texas principal place of business, support for its qualifying institutional category, and a recent annual financial statement audited or certified as accurate by a principal. Financial suitability is evaluated at registration and at least annually while the investor remains eligible to make purchases.

Individual and institutional investors also must consent to any applicable tax withholding statement and must agree to the terms and conditions of the website. Investors are not required to provide credit information to the same extent as borrowers.

Investors who participate enter into an Investor Registration Agreement with LOFF governing Platform registration and use. Each purchase is separately governed by a Subscription Agreement with LOFF solely as issuer of the Note and LOF solely as issuer of the attached LOF Management Right. See "Risk Factors—Risks Inherent in Investing in the Notes." At registration and before each accepted purchase, the investor must satisfy the financial-suitability standards and investment limits applicable to that investor.

We do not maintain an FBO funding account, dedicated custodial account or uninvested investor cash balance. ACH debits and credits are made directly to and from each investor's Linked Bank Account. Any FDIC insurance applies, if at all, only to funds held at the investor's own bank and subject to applicable limits; funds invested in Notes are not deposits, are not FDIC-insured and may lose value.

Investors subscribe for the Securities through one Subscription Agreement with LOFF solely as issuer of the Note and LOF solely as issuer of the attached LOF Management Right. A subscription is indivisible and is accepted only when both issuers accept the same portion at the Series Closing Time under the Subscription Agreement, although one electronic notice or event may evidence that joint acceptance. No separate purchase price is allocated to the LOF Management Right, and LOF receives no separate offering proceeds. We generally initiate an ACH debit from an investor's Linked Bank Account after a borrower listing reaches a funded status on the marketplace and before acceptance. The debit equals the purchase price for the portion of the subscription designated for acceptance.

Investors should understand that ACH transfers are subject to timing constraints, processing windows, returns, and other factors outside of our control. A commitment to purchase a Note does not mean that investor funds have been received, settled, or made available until the related ACH debit has successfully completed.

Borrowers make payments on their Loans to the servicer in accordance with the applicable loan terms. After a borrower payment is received and processed, LOFF will generally initiate ACH credits to investors' designated Bank Accounts in an amount equal to each investor's pro rata share of the corresponding borrower payment attributable to the Note(s) held by that investor. As a general operational practice, LOFF expects to initiate investor ACH credits approximately three (3) days after the applicable borrower payment is received; however, the timing of investor credits may vary due to weekends, holidays, processing cutoffs, payment exceptions, servicing administration, or other operational, legal, or risk-management considerations. We do not represent that investor credits will occur within any particular timeframe in all cases.

If an investor's ACH debit fails or is returned before Acceptance, the subscription may be rejected and the investor will not acquire the Securities. A return after Acceptance does not unwind the purchase; the investor remains obligated for the unpaid purchase price under the Subscription Agreement.

Risk Management

The Platform Operator intends to reassess and refine the Risk Rating system as performance data and other relevant information become available.

Risk Rating Assigned to Listings

Each listing is assigned a Risk Rating, which is a numeric grade intended to indicate the expected level of credit risk associated with the listing. The Risk Rating corresponds to an estimated average annualized net loss rate range. The Risk Rating reflects loss expectations for the listing as of the time the rating is assigned, based on information available at that time and the then-current model calibration. As a result, otherwise similar borrowers may receive different Risk Ratings at different points in time because the Risk Rating methodology and/or calibration may be updated to incorporate additional data, observed performance, or changes in economic conditions.

The Platform Operator intends to update the loss rate calibration used to map Risk Ratings to estimated loss rate ranges as performance data becomes available. Updates will occur at least annually, and may occur more frequently as warranted.

Risk Rating Scale

The Risk Rating is directly influenced by an estimated probability of default ("PD") generated by the Platform Operator's model. The model produces a single predicted PD output for each borrower application, which is mapped to the 0–100 Risk Rating scale. 100 represents the lowest expected risk and 0 represents the highest expected risk.

Risk Rating to Estimated Loss Rate Ranges

The current Risk Rating bands and the estimated average annualized net loss rate ranges associated with them are as follows:

Risk Rating	Estimated Average Annualized Net Loss Rate Ranges
0 - 10	17.75 - 22.75%
11 - 20	15.25 - 17.74%
21 - 30	12.25 - 15.24%
31 - 40	9.75 - 12.24%
41 - 50	8.75 - 9.74%
51 - 60	6.25 - 8.74%
61 - 70	5.75 - 6.24%
71 - 80	3.25 - 5.74%
81 - 90	2.25 - 3.24%
91 - 100	0.74 - 2.24%

IMPORTANT LIMITATION: BECAUSE WE DO NOT YET HAVE MEANINGFUL PERFORMANCE HISTORY FOR LOANS ORIGINATED UNDER THIS PROGRAM, THE ESTIMATED LOSS RATE

RANGES ABOVE ARE BASED ON INITIAL MODELING ASSUMPTIONS, LIMITED PROXY DATA, AND/OR OBSERVED INDUSTRY BEHAVIOR. ACTUAL LOSSES MAY BE MATERIALLY HIGHER OR LOWER THAN THESE ESTIMATES, ESPECIALLY DURING EARLY PERIODS AS THE PORTFOLIO SEASONS.

Here is an example of how the final loss rate and Risk Rating for a loan listing would be calculated:

Borrower Risk Rating	72
Loan Term	18 months
Risk Rating Band	70-80
Estimated Average Annualized Net Loss Rate Range	3.24 - 5.74%

Based on current calibration and loan characteristics, the listing is expected to have an estimated average annualized net loss rate within that range.

Risk Rating

The Risk Rating is determined using the Platform Operator's proprietary underwriting model, which estimates default probability primarily from cash-flow and transaction activity derived from linked financial account data. The Platform Operator generally analyzes 3 to 24 months of transaction history across linked accounts, does not use separate credit bureau scores to determine the Risk Rating, and uses the Risk Rating and other offering parameters to set the loan interest rate. The Risk Rating and interest rate reflect information available at origination and may not predict future performance.

Updating the Risk Rating

The Risk Rating methodology and/or calibration may be updated periodically to incorporate new information that is predictive of borrower risk, to improve model stability, or to better align estimated loss rates with realized performance as data becomes available.

Assigning Estimated Loss Rates

The estimated average annualized net loss rate for each listing is based on expected credit loss behavior over time for loans with similar Risk Ratings and similar product characteristics (including loan term and principal amount). The estimated loss rate is derived from the following components:

- PD (probability of default) implied by the Risk Rating;
- default timing assumptions (i.e., when defaults are expected to occur during the term);
- loss severity (LGD) assumptions, including recoveries net of collection expenses;
- prepayment behavior assumptions; and
- servicing and collections practices, including charge-off policy.

Because performance history for this program is not yet sufficient to estimate these components with high confidence, the initial calibration may be based on limited proxy data, limited back-testing, and/or observed industry performance for similar products. We expect to refine these assumptions as realized performance data becomes available.

Charge-Off Policy

A loan is generally considered "charged off" and treated as a credit loss when it becomes at least 120 days past due (120+ DPD).

Recovery and Collection Expense Assumptions

For purposes of calculating net loss estimates, we currently assume net recovery rates of approximately 7%–12% of charged-off principal, net of collection expenses, though actual recoveries may differ materially based on borrower behavior, collection strategy, and economic conditions.

Adjustments for Term and Amount

Loss estimates may reflect adjustments for the loan's term (2–24 months) and principal amount ($250–$5,000) to the extent supported by available data and observed performance patterns. Any such adjustments are intended to improve the alignment of estimated loss rates with expected behavior for loans of different terms and sizes.

Calculating Loss Estimates

Loss rates for a group of loans will be a function of delinquency and loss behavior over time, prepayment behavior over time, and responsiveness to collections activity. We estimate loss rates by modeling expected defaults and charge-offs over the term of the loans, adjusting for expected recoveries net of collection expenses, and expressing the result as an average annualized net loss rate.

Modeling Loss Rates

The estimated average annualized net loss rate is intended to represent the balance-weighted average of the monthly net loss rates over the life of the loan.

- The gross loss rate reflects charged-off principal, based on the charge-off timing assumption (generally at 120+ DPD).
- The net loss rate adjusts gross losses for expected recoveries net of collection expenses, including third-party collection fees and other costs associated with collections activity.

Calculating Average Outstanding Balance

To calculate the average outstanding balance for each period, we model the scheduled amortization of principal over the loan's term and reduce outstanding balances for (i) principal repayments, (ii) prepayments, and (iii) charge-offs. Once a loan is charged off, the associated principal is treated as a credit loss and is no longer included in the outstanding balance.

Collection Expense and Recovery Adjustments

When an account becomes delinquent, collection activity may be performed internally or through third-party collection agencies. Collection costs may be incurred as a percentage of amounts collected or through other fee arrangements. After a loan is charged off, any subsequent payments received or proceeds from any sale of the charged-off loan are treated as recoveries and reduce net credit loss.

Comparing Estimated Loss Rates to Actual Losses

We intend to review performance on at least a periodic basis to evaluate how estimated loss rates compare to actual performance and will adjust calibrations as appropriate. Because this program is newly launched and has limited performance history, early comparisons may be based on immature vintages and may not be predictive of long-run performance.

Borrower Identity and Financial Information Verification

LOFF, reserves the right under the applicable user agreements and related transaction documents to verify the accuracy of statements and information provided by applicants and investors in connection with listings, subscriptions, and Borrower Loans. We may conduct our review and verification procedures at any time before, during or after the posting of a listing, and before or after the funding of a Borrower Loan. If we are unable to verify material information with respect to an applicant or listing, we will cancel or refuse to post the listing or cancel any or all subscriptions against the listing. We may also delay funding of a Borrower Loan in order to verify the accuracy of information provided by an applicant in connection with the listing, to confirm the applicant has linked the financial accounts required for underwriting, or to determine whether there are any irregularities with respect to the listing. If we identify material misstatements or inaccuracies in the listing or in other information provided by the applicant, we will cancel the listing or related loan.

We do not post a listing unless we have completed identity verification and related KYC procedures. For all Borrower Loans, we verify the applicant's identity using a combination of government-issued identification, liveness checks, and linked bank account information. We verify bank account ownership through bank login authentication and token-based account linking and compare identity attributes associated with the linked account(s), including name match information, against the applicant's submitted identification information. We may require the applicant to provide additional information or documentation to resolve discrepancies identified through these processes. If we are unable to verify the identity of an applicant in the manner described above, we will cancel the applicant's listing or pending loan.

As part of our KYC process, we conduct sanctions screening, including screening against Office of Foreign Assets Control ("OFAC") lists, and we perform anti-money laundering ("AML") checks consistent with our compliance program. If an applicant does not satisfactorily pass these checks, we will not post the listing and will not proceed with funding.

As part of the application and underwriting process, applicants are required to link one or more U.S. financial accounts that provide sufficient transaction history for analysis. We do not accept manual bank statements as a substitute for linked account data for underwriting purposes. We generally require that the linked account(s) include at least three months of transaction history reflecting periodic inflows and outflows consistent with day-to-day use, and we may require additional accounts or additional history where necessary to evaluate affordability and cash-flow characteristics.

We do not post a listing unless we have obtained and reviewed information sufficient to evaluate the applicant's ability to afford the loan, including verification of income indicators derived from cash-flow data. At origination, this review is intended to determine whether the applicant appears able to afford the scheduled payment on the proposed Borrower Loan based on the verified and estimated information described in this section, although no such review can assure future repayment performance. Our underwriting process uses transaction history from linked financial accounts to estimate inflows (including recurring credits and other transaction patterns) and outflows (including recurring debits and other transaction activity), and to compute affordability metrics that incorporate the proposed Borrower Loan payment.

Income indicators are derived from cash-flow activity and are not limited to wages or salary; recurring credits may reflect payroll deposits, government benefits, transfers, or other sources. As a result, classifications of inflows may not always correspond to the applicant's stated employment or occupation, and we may treat recurring credits as income indicators even when the source is not employment-related. We do not generally verify employment separately, and investors should not assume that employment information or other self-reported information included in a listing has been independently verified by us except as expressly described in this section.

Although identity verification, bank account ownership verification and cash-flow based income verification are completed prior to posting a listing, we may conduct additional verification after a listing is posted and/or after a Borrower Loan is funded, including to confirm the completeness of linked account information used for underwriting, to respond to fraud or compliance alerts, or to address other irregularities. If we identify material discrepancies or information that is materially inaccurate, we may cancel the listing (if not yet funded) or take other actions permitted under applicable agreements and law.

If an applicant fails to provide satisfactory information in response to a verification inquiry, the Platform Operator may (a) request additional information from the applicant, (b) cancel the applicant's listing, or (c) refuse to proceed with funding. If the Platform Operator identifies material misstatements or inaccuracies that would have resulted in a different Risk Rating or interest rate than would have applied if correct information had been provided, it will cancel the listing.

If a listing is canceled, subscriptions against the listing are canceled and investors who made commitments will receive notice of the cancellation. Investor funds are not debited until a listing closes. If investor funds have been debited and must be returned for any reason, we will return funds by ACH credit and expect such funds to be returned within three (3) to five (5) business days, although actual timing may vary based on the investor's financial institution and payment processing networks.

Where required by applicable law, we will provide the applicant an adverse action notice describing the principal reasons for denial or cancellation.

We may update verification and fraud-prevention procedures over time.

Posted Borrower Loan Listings

Once a loan listing is completed by a borrower, the listing is posted on the website and then becomes available for subscription by investors. A loan listing is a request by the borrower for a Borrower Loan in a specified amount. Listings funded through the Note Channel may be partially funded. Partial funding means the borrower's loan does not have to receive subscriptions for 100% of the amount requested to fund, but can be funded if it receives subscriptions for 75% or more of the amount requested. Each listing posted in the Note Channel indicates the minimum amount required for the listing to fund. We may change the percentage threshold for partial funding, which is currently set at 75%, from time to time. Any such change will be disclosed on the website, and will only affect listings created after such change is implemented. A borrower may elect not to proceed with a Borrower Loan in an amount less than the amount requested to fund, at which point the listing is canceled.

Borrower Loans are unsecured obligations of individual borrowers with an interest rate determined by us and with a specified loan term currently set between two (2) and twenty-four (24) months. Borrowers may currently request loans within specified minimum and maximum principal amounts, currently between $250 and $5,000. Borrower Loans with terms or principal amount limits outside these ranges will not be offered through the marketplace unless this prospectus is amended or supplemented and any required filing is made with the Texas State Securities Board. Borrower Loans may be repaid at any time by borrowers without prepayment penalty. A Borrower Loan will be made to a borrower only if the borrower's listing has received subscriptions equal to or exceeding the minimum amount required for the listing to fund.

Each listing is intended to provide the borrower-specific and Note-specific information investors use to evaluate the corresponding series of Notes offered under this prospectus. Because each series of Notes corresponds to an individual Borrower Loan, borrower-specific data and Note-specific terms such as requested loan amount, borrower interest rate, investor yield percentage, loan term, Risk Rating, subscription status and underwriting metrics will vary from listing to listing. This variation is an expected feature of the continuous marketplace offering described in this prospectus.

In addition to the borrower's requested loan amount, listings include:

- the unique listing identifier;
- the borrower interest rate and monthly payment amount on the requested loan;
- the term of the requested Borrower Loan;
- the investor yield percentage;
- the Risk Rating assigned to the listing;
- certain cash-flow and underwriting metrics derived from linked financial account transaction history, which may include, as applicable:
  - estimated net cashflow volatility;
  - estimated banking history (measured as the number of months with qualifying transaction history, up to 24 months);
  - estimated savings rate (savings relative to outflows);
  - estimated credit utilization (where available based on linked data and/or Consumer Report Data);
  - short-term liabilities ratio (current liabilities relative to liquid assets);
  - payment-to-income (including estimated expenses) ratio; and
  - net-worth-to-income indicator;
- employment status classifications based on our income estimation methodology (which may not correspond to the borrower's actual employment status);
- the borrower's self-reported occupation and intended use of funds;
- the listing expiration date; and
- the aggregate amount of subscriptions received.

Cash-flow and underwriting metrics displayed in listings are derived from transaction history from one or more linked financial accounts and are intended to summarize features such as inflow stability, expense behavior, liquidity indicators, and affordability. These metrics are estimates and are subject to limitations. For example, linked account data may be incomplete if the borrower does not link all relevant accounts, transaction categorization may be imperfect, and transaction patterns may change over time. As a result, any such metrics may not accurately reflect the borrower's complete financial condition at the time of application or during the life of the loan.

In addition, certain listing information is self-reported by borrowers (for example, occupation and intended use of proceeds). We generally do not independently verify self-reported information included in listings except as expressly described under "Borrower Identity and Financial Information Verification." Investors should not rely on self-reported information that is not expressly described as verified.

How to Subscribe to Purchase Notes

Investors may browse available listings displayed in our marketplace and may filter listings by, among other things, the date a listing was created, Risk Rating, monthly payment amount, principal amount, yield and loan term. A subscription commitment on a listing is an investor's irrevocable offer to purchase Securities in the amount of the investor's subscription commitment, subject to acceptance under the Subscription Agreement. Investors submit subscriptions for Notes that are dependent for payment on payments LOFF receives on the Borrower Loan described in the listing.

Electronic delivery and electronic signature are the default methods for participating in this offering. An investor may decline or revoke consent to electronic delivery or electronic signature and request a nonelectronic offering-document and subscription process by emailing contact@live-oak-financial.com. An investor electing the nonelectronic process must reimburse LOFF solely for the actual direct costs actually incurred in printing, mailing, processing, and storing the paper offering documents and subscription agreement. No markup or additional administrative fee will be charged. LOFF will disclose the amount, or a reasonable estimate subject to reconciliation, before incurring the costs. The investor's election will not affect the price, terms, eligibility, allocation, or other substantive conditions of the Securities.

Listing Period; Funding Status; Expiration

The maximum subscription period for a listing is five (5) days after posting (the "listing period"). The subscription period for a listing will end before the end of the listing period if the listing receives subscriptions totaling 100% of the requested loan amount, in which case the listing will be removed from the marketplace.

A listing may reach a funded status if it receives subscriptions equal to or exceeding the minimum amount required for the listing to fund. The minimum amount required for a listing to fund is currently 75% of the amount requested. If a listing has received subscriptions equal to or exceeding the minimum amount required to fund, but less than 100% of the amount requested, the borrower may elect to accept a Borrower Loan in a reduced principal amount. The borrower will have twenty-four (24) hours following the expiration of the listing period to accept such reduced amount. If the borrower does not accept a reduced amount within that period, the listing will be canceled.

If a listing does not receive subscriptions equal to or exceeding the minimum amount required for the listing to fund by the end of the listing period, the listing will terminate and will not be funded. Borrowers whose listings expire or are canceled may be permitted to post a new listing, although LOFF reserves the right under applicable agreements to limit or decline listings.

Investor Eligibility; Bank Account Requirement

In order to submit a subscription commitment, an investor must be registered with LOFF, must be a Texas resident, must meet the applicable investor eligibility and financial suitability requirements, and must have a linked and designated bank account from which funds may be debited to purchase Notes. Investors must continue to meet the applicable eligibility requirements while participating in the marketplace.

Irrevocability; ACH Debit; Cancellations

Once submitted and signed, whether electronically or manually, subscriptions are irrevocable by investors, except where a listing expires without reaching funded status or where the listing is withdrawn or canceled. Investor funds are not debited at the time a subscription commitment is submitted. Instead, we initiate an ACH debit from the investor's designated bank account when (i) a listing reaches 100% funded status, or (ii) the borrower accepts a reduced principal amount above the minimum funding threshold following expiration of the listing period.

We may reject or cancel subscriptions for any reason, including, without limitation, if a listing does not reach funded status within the listing period, the listing is withdrawn or canceled, or the Borrower Loan does not close or the borrower fails to receive loan proceeds for any reason. If we have debited investor funds and those funds must be returned for any reason, we will return funds by ACH credit, and such funds are expected to be returned within three to five business days, although actual timing may vary based on the investor's financial institution and payment processing networks.

Minimum and Maximum Subscription Amounts; Oversubscription

The minimum subscription commitment for any listing is $50.00, and subscriptions may be made in increments of $0.01, up to the amount of the listing. An investor may submit subscriptions up to 100% of a listing amount, subject to applicable eligibility requirements.

If subscriptions exceed the requested loan amount, allocations are made on a first-come, first-served basis up to the listing amount, and any excess subscriptions will be canceled.

Setting Interest Rates

We may periodically update interest rates for all Borrower Loans. The interest rate table currently in effect is set forth below.

Risk Rating	Borrower Min Rate	Borrower Max Rate
0 - 10	27%	30%
11 - 20	25%	26.99%
21 - 30	22%	24.99%
31 - 40	18%	21.99%
41 - 50	15%	17.99%
51 - 60	12%	14.99%
61 - 70	9%	11.99%
71 - 80	7%	8.99%
81 - 90	5%	6.99%
91 - 100	4%	4.99%

Purchase of Notes by Us or Related Parties

From time to time, we may place subscriptions on listings and each of us may hold any Notes or Borrower Loans purchased as a result of such subscriptions for our own account.

In some cases, our subscription commitment on a listing posted in the marketplace may cause it to fund, and in some cases, fund faster, than it would fund in the absence of such subscription commitment. The amount that we may choose to subscribe to on any particular listing may vary significantly and we each reserve the right to subscribe up to the entire amount of a listing.

The Notes and Borrower Loans either of us may purchase will be obtained on the same terms and conditions as those obtained by other investors.

In addition, our executive officers and managers may place subscriptions on listings and may hold Notes purchased as a result of such subscriptions for their own account. The Notes purchased by such personnel will be obtained on the same terms and conditions as those obtained by other investors. Because our officers and managers may have access to information not available to other investors, we maintain policies and access controls intended to prevent or detect improper use of material nonpublic information in subscription activity, including prohibitions on use of nonpublic information and role-based limits on access to borrower and listing data.

Borrower Loan Funding and Purchases; Sale of Notes

Once the subscription period for a listing ends, if the listing has received subscriptions from investors equal to or exceeding the minimum amount required for the listing to fund, the funding of the corresponding Borrower Loan and the sale of the Notes to the investors who subscribed on the listing will proceed.

Borrowers execute an electronic Borrower Registration Agreement at the time they post a listing on our marketplace. After expiration of the subscription period for the listing and satisfactory completion of the pre-funding verification process, the borrower executes an electronic promissory note in favor of LOF in an amount equal to the funded amount. LOF originates the Borrower Loan with its own funds and, at the Series Closing Time described in the Subscription Agreement, sells and assigns the promissory note evidencing the Borrower Loan to LOFF without recourse to LOF for ordinary borrower credit risk, at a purchase price equal to the net proceeds of the corresponding series of Notes received by LOFF, after giving effect to any applicable Promotional Pricing. LOF nevertheless has contractually specified cure, Borrower Loan repurchase and indemnification obligations to LOFF for LOF breaches and retained liabilities, including specified breaches involving LOF's representations, title to the Borrower Loan, lawful origination and enforceability, required Borrower Loan records, fraud or intentional misconduct. Those obligations do not cover ordinary borrower credit underperformance, guarantee any Borrower Loan or Note, make LOF a Note obligor or give any Holder an individual claim against LOF. See Sections 2.6 and 8.1 through 8.5 of the filed Loan Sale Agreement. The promissory note and the Borrower Registration Agreement contain customary agreements and covenants requiring borrowers to repay their loans and describing the process of posting listings and obtaining loans through our marketplace.

LOF disburses Borrower Loan proceeds to the borrower or at the borrower's direction. Each borrower authorizes the proceeds to be disbursed by ACH transfer into the borrower's designated bank account or, if permitted by the applicable Loan Documents, paid directly to a third party at the borrower's direction. Borrowers may use the loan proceeds for any purpose other than (i) buying, carrying or trading in securities or buying or carrying any part of an investment contract security, (ii) paying for postsecondary educational expenses (as defined in Bureau of Consumer Financial Protection Regulation Z, 12 C.F.R. § 1026.46(b)(3)), or (iii) engaging in any illegal activity or gambling, and they warrant, represent and agree that they will not use the proceeds of any loan for such purposes.

Borrowers pay an origination fee out of the proceeds of the Borrower Loan at the time of funding. Origination fees currently range from 3.00% to 9.99% of the Borrower Loan principal amount and are charged and retained by LOF.

Investors do not know the names of borrowers. The names and mailing addresses of the borrowers are known to us.

At the same Series Closing Time, LOFF issues and sells the corresponding Notes to investors and registers them in the investors' names on its books and records. LOFF uses the Note proceeds to purchase the Borrower Loan from LOF.

Loan Servicing and Collection

We maintain a demand deposit account at [•] (the "Collection Account") for receipt of payments on Borrower Loans and remittances to Note Holders. The Servicing Fee, Administration Fee and any other deduction identified in the fee table below are applied to Borrower Loan Payments deposited into the Collection Account. After those deductions, we remit the applicable Borrower Loan Net Payments to Note Holders.

Scheduled payment dates for Borrower Loans are generally monthly and are based on the date each Borrower Loan is made. Payments on the related Notes generally will be made on the third Business Day after LOFF receives the corresponding Borrower Loan Payment, subject to non-Business Days and ordinary payment processing, settlement, reversal and ACH return periods. The stated interest rate on each Note is the investor yield percentage set forth in the related loan listing. See "Prospectus Summary —Interest rate" and "—Servicing and Administration Fees and Other Charges."

We deduct a Servicing Fee and an Administration Fee from the Interest Portion of each Borrower Loan Payment received. The Servicing Fee is currently 10% of the Interest Portion of each Borrower Loan Payment received, and the Administration Fee is currently 5% of the Interest Portion of each Borrower Loan Payment received. The Interest Portion includes ordinary interest and any late-payment or default-interest amount characterized and applied as interest under the Borrower Loan Documents and applicable law. Accordingly, the aggregate amount of the Servicing Fee and Administration Fee retained by us is currently 15% of the Interest Portion of each Borrower Loan Payment received and 0% of principal or any other non-interest amount. If a Borrower Loan Payment includes no Interest Portion, no Servicing Fee or Administration Fee is deducted from that payment.

We may change the Servicing Fee and/or Administration Fee from time to time. Any such change will apply only to Notes and Borrower Loans offered and sold after the date the change is implemented.

To the extent LOFF does not receive the anticipated payments on a Borrower Loan on or before any loan payment date, LOFF will not make payments on the corresponding Notes on the corresponding Note payment date, and a holder will have no direct right to require LOFF, LOF or the borrower to make payment in respect of that non-received Borrower Loan payment or related timing shortfall. This limitation does not limit any non-waivable federal securities-law rights or express repurchase or indemnification rights described in this prospectus. Each holder's right to receive principal, interest and other amounts on a Note is limited to the holder's pro rata portion of the amounts LOFF actually receives on the corresponding Borrower Loan after the deductions identified in the fee table below.

The following table identifies all fees and costs that affect ordinary-course remittances to Note Holders.

	Fee Amount	When Fee is Charged	Effect on Investor
Servicing Fee	10% of the Interest Portion of each Borrower Loan Payment actually received. Any change to the Servicing Fee will apply only to Notes and Borrower Loans offered and sold after the change.	Payable only when a Borrower Loan Payment includes an Interest Portion.	The Servicing Fee reduces the effective yield for Note holders below the interest rate on the Borrower Loan. This reduction is reflected in the yield percentage.
Administration Fee	5% of the Interest Portion of each Borrower Loan Payment actually received. Any change to the Administration Fee will apply only to Notes and Borrower Loans offered and sold after the change.	Payable only when a Borrower Loan Payment includes an Interest Portion.	The Administration Fee reduces the effective yield for Note holders below the interest rate on the Borrower Loan. This reduction is reflected in the yield percentage.
Late Payment Fee	Equal to the greater of 5% of the unpaid installment amount or $10	After 15-day grace period, we assess a late payment fee. The late payment fee is charged only once per payment period.	Late Payment Fees are included in the Interest Portion to the extent characterized and applied as interest under the Borrower Loan Documents and applicable law. Net Late Payment Fees are paid to Note Holders after the applicable Servicing Fee, Administration Fee and collection deductions shown in this table.
Collection Fee	Up to 40% of recovered amounts, plus legal fees	The Servicer may collect directly on behalf of LOFF on a Borrower Loan that	Collection fees and related costs are separate from

	Fee Amount	When Fee is Charged	Effect on Investor
	and litigation costs incurred in the collection effort, to the extent permitted by applicable law and the Borrower Loan Documents.	becomes past due or may refer such Borrower Loan to a permitted subservicer's in-house collections department or to a collection agency. Collection fees and any related legal fees are only charged if delinquent amounts are collected.	the Servicing Fee and Administration Fee. They reduce recovered amounts before distributions to Note Holders and are not reflected in the yield percentage shown in the listing.

When we receive notice of a borrower's death, we stop automatic payments and refund payments debited after death. Recovery depends on the borrower's estate, probate timing and competing liabilities, and any unsatisfied amount may be charged off; after the Notes' final maturity date, LOFF has no further obligation to make payments.

When we receive notice of a borrower bankruptcy filing, we cease all automatic monthly payments on any related Borrower Loan and defer any other collection activity, as required by law. The status of the Borrower Loan, which the relevant investors may view through the website, switches to "bankruptcy." We then determine whether we have a basis to object to the inclusion of the debt in any bankruptcy action (e.g., based on the time between loan origination and bankruptcy filing). If the proceeding is a Chapter 7 bankruptcy filing seeking liquidation, we attempt to determine if the proceeding is a "no asset" proceeding, based on instructions we receive from the bankruptcy court. If the proceeding is a "no asset" proceeding, we take no further action and assume that no recovery will be made on the Borrower Loan.

In all other cases, we file a proof of claim involving the borrower. The decision to pursue additional relief beyond the proof of claim in any specific matter involving a borrower will be entirely within our discretion.

SUMMARY OF INDENTURE, FORM OF NOTES, LOF MANAGEMENT RIGHTS AND ADMINISTRATION AGREEMENT

Indenture and Form of Notes

The Notes will be issued under the Borrower Payment Dependent Notes Indenture between LOFF and [•], as Indenture Agent, collateral agent, secured party and representative of the Holders. The Indenture, including the form of Note, defines Note holder rights and LOFF's obligations. 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. The Indenture Agent's role, duties, protections and liabilities are limited to those expressly stated in the Indenture.

General

LOFF's Notes will be issued in series under the Indenture, with each series corresponding to one Borrower Loan. The Notes will be U.S. dollar-denominated, fully amortizing, fixed-rate obligations, but LOFF has no obligation to make payments unless, and only to the extent, it receives payments on the corresponding Borrower Loan. The Indenture permits final series terms to be recorded in the applicable Series Report or established or modified by a Series Supplement. A Series Report is a marketplace report or electronic record for a funded Note series and is distinct from any sales report required to be filed with the Texas State Securities Board. The aggregate principal amount of Notes offered under this prospectus will not exceed $600,000, and each series is currently limited to the maximum allowable Borrower Loan amount, currently $5,000. Any increase in those limits or other material terms will require an amendment or supplement and any required Texas filing. LOFF will use Note proceeds to purchase the corresponding Borrower Loans from LOF.

Maturity Dates

Notes currently have terms between two (2) and twenty-four (24) months. If amounts remain owing to LOFF on the corresponding Borrower Loan at the Note's initial maturity, the Note term automatically extends for 120 days to its final maturity to allow the Note holder to receive any payments that LOFF receives during such period. After final maturity, the holder has no right to further payments from LOFF, even if the borrower, a bankruptcy trustee or the borrower's estate later remits payments to LOFF or the servicer.

Ranking; Security Interest

The Notes are special, limited obligations of LOFF and are not guaranteed or insured by LOF, any governmental agency or any third party. LOFF is obligated to make payments on a Note only if and to the extent it receives payments on the corresponding Borrower Loan after the deductions described in the fee table under "About the Marketplace—Loan Servicing and Collection." To reduce insolvency risk to Note holders, LOFF has granted the Indenture Agent, as collateral agent and secured party for the benefit of Note holders, a security interest in the Collateral described in the Indenture, including the Borrower Loans corresponding to the Notes, borrower loan payments and proceeds, the Collection Account and related rights and proceeds. LOFF expects to maintain the intended perfection of that security interest through UCC filings and, with respect to the Collection Account, by Article 9 control under a deposit account control agreement. The deposit account control agreement permits ordinary-course account operation before a control notice, but gives the Indenture Agent exclusive instruction rights after a continuing Indenture event of default and delivery of a control notice in accordance with the Indenture. The Indenture Agent may exercise remedial collateral rights only after an Indenture event of default and subject to the Indenture. LOFF's organizational documents and the Indenture restrict LOFF from incurring indebtedness except as permitted by the LLC Agreement and the Program Documents; see "Information About Live Oak Financial Funding LLC—Overview."

Money collected by the Indenture Agent after it exercises remedies is applied first to all fees, costs, expenses, advances and indemnified amounts then due to it under the Indenture, whether attributable to the affected series, another series or the program generally, and only then to Holders of the Notes for which or for whose benefit the money was collected. Because all series use the common Collection Account, remedy proceeds from one series may therefore be used to satisfy program-wide or other-series Indenture Agent claims before Holders of that series are paid, which may reduce or eliminate their recovery. This priority does not permit payment of Holders of another series from those proceeds and does not alter the ordinary-course borrower-payment waterfall before remedies.

Payments

Subject to the limitations described below under "Limitations on Payments," LOFF will make payments of principal and interest on the Notes only if and to the extent it receives Borrower Loan Payments in respect of the corresponding Borrower Loan, in accordance with the payment schedule for each Note. Each Note will have a payment schedule providing for monthly payments over a term equal to the maturity of the corresponding Borrower Loan. Payment-date timing and ordinary payment-processing limitations are described under "About the Marketplace—Loan Servicing and Collection."

The Servicer may request ACH payment from a borrower before the related due date, but actual receipt and distribution timing may vary based on ACH, banking, payment-processor, weekend, holiday, return and reversal timing.

The stated interest rate on each Note will be the investor yield percentage set forth in the loan listing. See "Prospectus Summary—Interest rate" and "The Offering—Borrower Payment Dependent Notes—Servicing and Administration Fees and Other Charges." Interest will be computed on the Notes in the same manner as interest on the corresponding Borrower Loans is computed.

"Business Day" means each Monday, Tuesday, Wednesday, Thursday and Friday that is not a day on which the Automated Clearing House system operated by the U.S. Federal Reserve Bank (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 city in which the bank maintaining the Collection Account is located.

Limitations on Payments

Subject to the final-maturity limitations described above under "Maturity Dates" and the deductions identified in the fee table under "About the Marketplace—Loan Servicing and Collection," amounts received on Borrower Loans on or before the applicable final maturity date will be forwarded to the holders of the corresponding Notes. Each Note holder's right to receive principal, interest and other amounts on a Note is limited to the holder's pro rata portion of those amounts. Post-final-maturity collections are not payable on the related Notes and may be retained by LOFF, subject to the Program Documents and applicable law.

LOFF deducts a Servicing Fee and an Administration Fee from the Interest Portion of each Borrower Loan Payment it receives. The aggregate amount of those fees is currently 15% of the Interest Portion and 0% of principal or any other non-interest amount. Any other deduction affecting ordinary-course Note remittances, and the treatment of Late Payment Fees, are described in the Prospectus fee table.

Prepayments

To the extent that a borrower prepays a Borrower Loan, the prepayment amount will be a Borrower Loan Payment, and holders of Notes corresponding to that Borrower Loan will be entitled to receive their pro rata shares after the deductions identified in the Prospectus fee table.

Repurchase and Indemnification

Under the terms of each Note, which is issued under the Indenture, the repurchase and indemnification obligations described in this section are express repurchase and indemnification obligations for purposes of the Indenture's limited-recourse provisions. These obligations, if triggered, are general unsecured obligations of LOFF and 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 a Note, LOFF will, at its sole option, either repurchase the Note from the holder or indemnify and hold the holder harmless against losses resulting from nonpayment of the 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. A "Repurchase Event" occurs with respect to a Note if (i) 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 the Note is materially and adversely affected; (ii) 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 the Note is materially and adversely affected; (iii) the corresponding Borrower Loan was obtained as a result of verifiable identity theft by the purported borrower and a material payment default under such Borrower Loan has occurred; or (iv) no Borrower Loan Payments, as defined in the Indenture, have been received on the corresponding Borrower Loan and the corresponding Borrower Loan is at least 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.

LOFF will determine whether verifiable identity theft has occurred in its reasonable discretion based on its servicing records and documentation reasonably requested by LOFF, 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 LOFF reasonably determines is necessary.

If LOFF elects to repurchase a Note in connection with a Repurchase Event, the repurchase price will be equal to the principal amount outstanding on the Note as of the date of repurchase and will not include accrued and unpaid interest. If LOFF elects to provide indemnification in connection with a Repurchase Event, LOFF 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, LOFF will calculate the losses resulting from nonpayment of a Note based on the principal amount outstanding on the Note. If LOFF makes an indemnification payment, LOFF will be entitled to retain any subsequent recoveries that it receives on the affected Note.

If LOFF repurchases any Notes, LOF will concurrently repurchase the related LOF Management Rights for zero consideration.

Servicing Covenant

The Servicer is required under the Administration Agreement to service and administer the Borrower Loans and Notes in accordance with the Servicing Standard. LOFF is required under the Indenture to maintain the Administration Agreement or a replacement agreement sufficient to provide required servicing functions, unless those functions are performed directly by LOFF as permitted by the Program Documents. Subject to the Servicing Standard and the Program Documents, the Servicer may refer Borrower Loans to collection agencies, initiate collection action, sell delinquent Borrower Loans, modify payment terms, grant forbearances, settle, charge off loans, or otherwise manage delinquent or defaulted Borrower Loans without Note holder consent. Back-up servicing and replacement-servicer risks are described under "—Administration Agreement—Termination and Continuity" and "Risk Factors—Risks Related to LOFF and LOF, Our Marketplace and Our Ability to Service the Notes."

The Servicer may act through permitted agents, subservicers, collection agencies or other service providers as allowed by the Administration Agreement, but remains responsible for their servicing acts and omissions to the extent provided in that agreement. LOFF may perform servicing functions directly or appoint a successor servicer only to the extent permitted by the Program Documents. Loan modification authority and related notice obligations are described below under "—Administration Agreement—Services."

Administration Covenants

LOFF must cause the Platform Operator to perform Corporate Administration Services under Article III of the Administration Agreement.

LOFF must cause the Platform Operator to perform Platform Administration Services under Article IV of the Administration Agreement.

Notification Requirements

LOFF keeps investors apprised of the delinquency status of Borrower Loans by identifying delinquent loans on its website as "Late (<15 days)," "Late (15-30 days)," "Late (31-60 Days)," "Late (61-90 Days)," or "Late (91-120 days)." Borrower Loans that become at least 120 days overdue are generally charged off and designated as such on LOFF's website. Investors are able to monitor the Borrower Loans corresponding to their Notes, but cannot participate in or otherwise intervene in the collection process.

If a Default or Event of Default with respect to a series occurs, is continuing and is actually known to the Indenture Agent, the Indenture Agent is required to give notice to holders of that series within 90 days after the Default occurs or, if it first obtains actual knowledge after that 90-day period has expired, immediately upon obtaining actual knowledge. Except for a payment default described in the Indenture, the Indenture Agent may withhold notice if it determines in good faith that withholding notice is in the interests of the affected holders.

The Indenture also requires LOFF, within 120 days after the end of each fiscal year while Notes are outstanding, to deliver to the Indenture Agent an Officer Certificate stating, as to the signing officer's knowledge, whether LOFF has complied with all conditions and covenants under the Indenture, determined without regard to any period of grace or requirement of notice, and describing each known failure to comply and its status. LOFF must also deliver a Default or Event of Default certificate within five Business Days after an Authorized Officer obtains actual knowledge of such event.

Separateness and Organizational Restrictions

The Indenture requires LOFF to comply in all material respects with the separateness covenants and special-purpose restrictions in its limited liability company agreement while any Note is outstanding. The Indenture restricts LOFF from engaging in business, incurring indebtedness, pledging assets, merging, dissolving, liquidating or taking material actions except as permitted by its limited liability company agreement and the Program Documents.

Denominations, Form and Registration

LOFF will issue the Notes only in registered form and only in electronic form. This means that each Note will be stored and made available on LOFF's website. You can view a record of the Notes you own and the form of your Notes online and print copies for your records, by visiting your secure, password-protected webpage in the "Account" section of LOFF's website. LOFF will not issue certificates for the Notes. Investors will be required to hold their Notes through LOFF's electronic Note register.

LOFF and the Indenture Agent will treat the investors in whose names the Notes are registered as the owners thereof for the purpose of receiving payments and for any and all other purposes whatsoever with respect to the Notes.

Restrictions on Transfer

The Notes will not be listed on any securities exchange and all Notes can be held only by LOFF's investors. In addition, we intend to rely on the intrastate offering exemption provided by Rule 147A under the Securities Act. Sales of the Notes will be made only to residents of Texas. For a period of six months from the date of sale by LOFF, any resale of the Notes may be made only to persons resident in Texas. The registrar for the Notes, which initially will be LOFF, will not be obligated to recognize any purported transfer of a Note, except a transfer through a trading platform, of which none currently exists, or except as required by applicable law or court order. We may, in our sole discretion, permit the establishment of a platform on which a secondary market may be made with respect to the Notes. No trading platform for the transfer of Notes and LOF Management Rights exists and there can be no assurance a trading platform for the Notes and LOF Management Rights will develop in the future. Therefore, Note purchasers must be prepared to hold their Notes and LOF Management Rights to maturity. See "Risk Factors—Risks Inherent in Investing in the Notes—Illiquidity and Transfer Restrictions."

Note Repurchase and Indemnification Obligations

Under the terms of each Note, if the corresponding Borrower Loan was obtained as a result of verifiable identity theft by the purported borrower and a material payment default under that Borrower Loan has occurred, LOFF will, at its sole option, either repurchase the Note or indemnify the Note holder. LOFF's indemnification obligation will apply only if the corresponding Borrower Loan is at least 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; provided, that LOFF may in its sole discretion elect to take action at an earlier time. LOFF will determine whether verifiable identity theft has occurred in its reasonable discretion based on its servicing records and documentation reasonably requested by LOFF, 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 LOFF reasonably determines is necessary.

In the event the Platform Operator inserts a Risk Rating in a Borrower Loan listing that is different from the Risk Rating calculated by the Platform Operator for listing such Borrower Loan on the marketplace, or if the Platform Operator incorrectly inputs data into its formula or incorrectly applies its formula to determine the Risk Rating, resulting in a Risk Rating different from the Risk Rating that should have appeared in a Borrower Loan listing, then, if such breach materially and adversely affects the interest of the holder of the Note corresponding to such Borrower Loan, LOFF will, in its discretion, either repurchase such Note from the Note holder or indemnify the Note holder.

For the no-payment Repurchase Event described above under "Repurchase and Indemnification," LOFF may repurchase or indemnify only if no Borrower Loan Payments have been received on the corresponding Borrower Loan and the Borrower Loan is at least 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. LOFF will determine whether this trigger is satisfied based on its servicing records.

No Sinking Fund

The Notes are fully amortizing and will not have the benefit of a sinking fund.

Events of Default

Under the terms of the Indenture, any of the following events will constitute an event of default for a series of Notes: (1) LOFF's failure for 31 days after the applicable due date to pay principal or interest that is due and payable on a Note of that series and required to be paid under the Indenture; (2) LOFF's failure to perform another covenant or agreement in the Indenture or the Notes, continuing for 90 days after LOFF receives a Notice of Default from the Indenture Agent or holders of at least 25% in aggregate principal amount of the affected outstanding Notes, subject to an additional 90-day cure period if the failure is capable of cure and LOFF begins and diligently pursues cure; or (3) specified events relating to LOFF's bankruptcy, insolvency, receivership, liquidation, reorganization or written admission of inability to pay debts.

It is not a default or event of default under the terms of the Indenture if LOFF does not make payments on a series of Notes when a borrower does not make payments on the corresponding Borrower Loan. In that case, LOFF is not required to make payments on the Notes, so no default occurs. See "Risk Factors—Risks Related to Borrower Default," for more information. An event of default with respect to one series of Notes is not automatically an event of default for any other series, even where the same borrower is the loan borrower on both loans.

As described above under "Summary of Indenture, Form of Notes, LOF Management Rights and Administration Agreement—Indenture and Form of Notes—Ranking; Security Interest," LOFF has granted the Indenture Agent a security interest in the Collateral described in the Indenture, including corresponding Borrower Loans, borrower loan payments and proceeds, the Collection Account and related rights and proceeds. The Indenture Agent may exercise collateral rights only after an Indenture event of default and subject to the Indenture. Only the Indenture Agent, not the holders of the Notes, will have the secured claim to the collateral.

If an event of default occurs due to specified bankruptcy, insolvency, receivership, liquidation, reorganization or similar events, the principal amount of all outstanding Notes and accrued interest will become due and payable immediately without action by the Indenture Agent or any holder, subject to the payment-dependent and limited-recourse terms of the Indenture and the Notes. If an event of default occurs with respect to a series of Notes for another reason, the Indenture Agent or holders of at least 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 those same payment-dependent and limited-recourse terms.

The holders of a majority in aggregate principal amount of the affected outstanding Notes may waive an existing default or event of default and its consequences, except a payment default 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.

In addition, pursuant to the Indenture and subject to the conditions set forth therein, holders of at least 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 obligations and related indemnification rights, and may also direct the Indenture Agent to enforce rights under the Administration Agreement with respect to other corporate administration, loan platform administration, reporting, transition, third-party-beneficiary or related obligations. These direction rights may be exercised whether or not an event of default exists and are subject to the Indenture Agent's rights to decline directions that conflict with law or the Indenture, are unduly prejudicial to non-directing holders, would involve personal liability or are not accompanied by satisfactory funding, security and indemnity.

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

- the holder gives the Indenture Agent written notice that an event of default for the affected series is continuing;
- holders of at least 25% in aggregate principal amount of the outstanding Notes of that series request in writing that the Indenture Agent pursue the remedy;
- the requesting holders offer security or indemnity satisfactory to the Indenture Agent against costs, expenses and liabilities;
- the Indenture Agent does not comply with the request within 60 days after receiving the notice, request and offer of security or indemnity; and
- during that 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. This limitation does not limit any non-waivable right under federal securities laws.

The Indenture requires LOFF, within 120 days after each fiscal year end while Notes are outstanding, to deliver to the Indenture Agent an Officer Certificate stating, as to the signing officer's knowledge, whether LOFF has complied with all conditions and covenants under the Indenture, determined without regard to any period of grace or requirement of notice, and describing each known failure to comply and its status. LOFF must also provide a Default or Event of Default certificate within five Business Days after an Authorized Officer obtains actual knowledge.

Satisfaction and Discharge of the Indenture

The Indenture will generally cease to be of any further effect with respect to all Notes, or all Notes of a particular series, when:

- all such Notes have been cancelled, repurchased, paid in full or otherwise are no longer Outstanding;
- all such Notes have become due and payable, or will become due and payable within 120 days, and LOFF 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;

LOFF must also pay or provide for all other amounts payable under the Indenture with respect to those Notes and deliver to the Indenture Agent an Officer Certificate and an Opinion of Counsel, each stating that the conditions to discharge have been satisfied.

The Indenture does not provide for legal or covenant defeasance of the Notes.

No Recourse Against Others

The Notes are solely limited recourse obligations of LOFF, payable from collections on the corresponding Borrower Loans as described herein, and are not the obligations of any other person. Neither LOF, as issuer of the related LOF Management Rights or otherwise, nor the Servicer in its separate capacity, nor any of LOFF's managers, officers or affiliates, has any liability for any amounts due on the Notes or the corresponding Borrower Loans. Each purchaser of a Note, by accepting the same, is deemed to acknowledge and agree that this no-recourse provision limits contractual recourse for payment of amounts due on the Notes and the corresponding Borrower Loans. It does not limit, waive, release or otherwise affect any rights or remedies that any purchaser or holder may have under the federal securities laws, including the Securities Act of 1933, the Securities Exchange Act of 1934, and the rules and regulations thereunder.

No Petition

Under the Indenture, the Indenture Agent and each holder, by accepting a Note, agree not to institute against LOFF 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 restriction does not prevent the Indenture Agent from filing proofs of claim or otherwise participating in a proceeding commenced by another person.

Governing Law

The 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. LOFF, 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 actions arising out of or relating to the Indenture, the Notes or the related transactions, except that the Indenture Agent may enforce collateral rights in any jurisdiction where collateral is located or enforcement is necessary. The Indenture includes a waiver of jury trial to the fullest extent permitted by law.

Information Concerning the Indenture Agent

[•] will serve as Indenture Agent under the Indenture. The Indenture Agent will act only in the contractual capacities stated in the Indenture, including as indenture agent, collateral agent, secured party and representative of the holders, and is not acting as a trustee qualified under the Trust Indenture Act of 1939 or as an institutional trustee. The Indenture Agent must be independent of LOFF and LOF and may not be an affiliate of, controlled by, officer, manager, member or employee of, or material creditor of LOFF or LOF except for amounts owing under the Indenture or another arm's-length Program Document. The Indenture Agent has no duties, obligations, fiduciary responsibilities or liabilities except those expressly stated in the Indenture. The Indenture Agent has not been engaged as servicer, registrar, paying agent or back-up servicer unless it separately agrees to such role in writing.

LOF Management Rights

Each Note will be issued together with one LOF Management Right issued by LOF. LOFF will be the sole issuer of the Notes and LOF will be the sole issuer of the LOF Management Rights. The LOF Management Rights will not be separable from the Notes offered on the marketplace and will not be assigned a value separate from the Notes. The LOF Management Rights are "investment contracts" issued by LOF directly to Note Holders. The phrase "investment contract" is a concept under federal securities law that refers to an arrangement where investors invest money in a common enterprise with the expectation of profits, primarily from the efforts of others. Here, the LOF Management Rights arise from the Services performed under the Administration Agreement, the Indenture, the Subscription Agreement and this prospectus, which services include, but are not limited to:

- the existence and operation of the marketplace;
- verification of borrower information;
- evaluation and validation of a Risk Rating;
- remitting borrower payments; and
- collecting on delinquent accounts.

Investors who purchase LOF Management Rights will have rights under securities laws as purchasers of an investment contract. Investors will have limited contractual rights, collectively through the Indenture Agent, to enforce the Platform Operator's obligations under the Administration Agreement. Such contractual rights exist under state law and will not, in any way, affect the rights of investors under the federal securities laws.

There are no payment obligations on the part of LOF or any third party under or in relation to the LOF Management Rights that are in any way related to borrower obligations in relation to the Borrower Loans or in any way related to LOFF's payment obligations in relation to the Notes. The LOF Management Rights attached to the Notes will not comprise collateral therefor nor guarantees of any Borrower Loans or Notes, nor generate any funds or proceeds that will be payable to LOFF, the Indenture Agent or holders of Notes in relation to any Borrower Loans or Notes. Holders of Notes will have no recourse to LOF or its assets in relation to payments on Borrower Loans or Notes. If LOFF repurchases any Notes, LOF will concurrently repurchase the related LOF Management Rights for zero consideration.

When a related Note is paid in full, cancelled, discharged or otherwise ceases to be outstanding, the attached LOF Management Right will automatically cease to be outstanding and will be retired on the unified electronic register. Retirement will not waive any accrued contractual claim or non-waivable right or remedy under applicable securities law.

The Indenture Agent is an express third-party beneficiary, collateral agent or enforcement representative, as applicable, under the Administration Agreement for the benefit of holders of Notes and LOF Management Rights to the extent described in the Indenture and offering documents. Holders of Notes and LOF Management Rights will not have the contractual right individually to enforce obligations of the Platform Operator under the Administration Agreement, but holders of at least 25% in aggregate principal amount of all outstanding Notes may, subject to the conditions in the Indenture, collectively cause the Indenture Agent to enforce the applicable rights under the Administration Agreement. Holders of LOF Management Rights will also have rights under the federal securities laws that are not limited by these contractual enforcement provisions. The applicable service obligations under the Administration Agreement may terminate under certain circumstances described in this prospectus. For more information, see "Summary of Indenture, Form of Notes, LOF Management Rights and Administration Agreement—Administration Agreement—Indenture Agent as Third-Party Beneficiary."

Termination of the Administration Agreement would not affect the rights of holders of previously issued LOF Management Rights under the federal securities laws. If required service obligations under the Administration Agreement terminate without an effective replacement, issuance of new Securities would cease. Replacement-servicer and back-up-servicing risks are discussed under "—Administration Agreement—Termination and Continuity."

Administration Agreement

The Administration Agreement identifies the Platform Operator, grants it a license to use the Platform in performing the Services, and governs the Corporate Administration Services, Platform Administration Services and Servicing Services. The filed Administration Agreement controls. See Article II and Articles III through V.

Corporate Administration Services

The Platform Operator maintains LOFF's existence, organizational records, books and bank accounts; coordinates financial statements and tax compliance; pays LOFF's expenses from LOFF's funds; and administers LOFF's relationships with transaction parties. See Sections 3.1 through 3.3.

Platform Administration Services

The Platform Operator operates and maintains the Platform; facilitates user registration, listings, borrower verification, loan origination, funding and assignment; assigns Risk Ratings; and assists with offering administration, the Note register and investor reporting. See Sections 4.1 through 4.6 and "About the Marketplace."

Servicing Services

The Platform Operator performs the Servicing Services under Article V. In this prospectus, "Servicer" means the Person then performing loan and Note servicing under the Administration Agreement or a permitted successor servicing agreement.

Subject to the Servicing Standard and the Program Documents, the Servicer may collect, modify, forbear, settle, charge off, sell or refer delinquent Borrower Loans without Holder consent; these actions may reduce or delay payments on the related Notes. See Sections 5.1 through 5.8 and "About the Marketplace—Loan Servicing and Collection."

Annual Reporting

On or before March 31 each year, the Platform Operator must deliver LOFF an officer compliance statement covering the preceding year and, when required under the Indenture or reasonably requested by LOFF for Indenture reporting, deliver it to the Indenture Agent. One statement may cover all Services and must identify any known material failure. See Section 9.1.

Fees

LOFF pays the Platform Operator an Administration Fee equal to 5% and a Servicing Fee equal to 10% of the Interest Portion of each Borrower Loan Payment actually received. The fees are deducted from the applicable Borrower Loan Payment before distributions to Note Holders, subject to the applicable payment priorities. Any fee change applies only to Notes issued after its effective date, and each party bears its own costs and expenses. See Section 5.11 and Exhibit C.

Standards; Delegation; Indemnification

The Platform Operator must perform each category of Services under the applicable standard of care. It may use permitted delegates or subservicers but remains responsible for their performance, and it indemnifies LOFF for specified material failures, breaches and acts or omissions of permitted delegates, subject to the stated exclusions. See Sections 2.4, 3.1, 3.8, 4.1, 4.11, 5.1 and 5.14.

Assignment and Subservicing

The Platform Operator may not assign its rights or obligations without LOFF's prior written consent, except to a permitted successor. It may use permitted service providers, delegates and subservicers, but remains responsible for their performance and must obtain LOFF's prior written consent before delegating a substantial portion of its primary day-to-day servicing obligations. See Section 10.2.

Termination and Continuity

LOFF may terminate one or more categories of Services on 180 days' notice or, after a breach remains uncured for 30 days, without that notice period. The Platform Operator may terminate a category if LOFF's breach remains uncured for 30 days. LOFF may not terminate a category until LOFF or a replacement has the ability and has agreed to perform the required functions and the required approvals have been obtained. Until transfer is complete, the Platform Operator must continue the affected Services and provide transition assistance; it bears the related transition and termination costs. See Sections 2.3, 3.9–3.10, 4.12–4.13 and 5.15–5.16.

LOFF has no back-up servicing agreement. If required servicing or administration ends without an effective replacement, issuance of new Securities will cease and servicing of outstanding Notes may be disrupted. See "Risk Factors."

Indenture Agent as Third-Party Beneficiary

The Indenture Agent is an express third-party beneficiary of specified Platform Operator obligations. Holders of at least 25% in aggregate principal amount of all outstanding Notes may direct collective enforcement through the Indenture Agent as provided in the Indenture; no Holder has an individual contractual enforcement right. These provisions do not limit non-waivable federal securities-law rights. See Section 10.18 of the Administration Agreement and Sections 3.03 and 5.05 of the Indenture.

MATERIAL U.S. FEDERAL INCOME TAX CONSIDERATIONS

The following discussion reflects the issuer's current analysis regarding the material U.S. federal income tax considerations generally applicable to investors who purchase Notes. This discussion is based on the U.S. Internal Revenue Code of 1986, as amended (the "Code"), Treasury regulations promulgated thereunder ("Treasury Regulations"), administrative pronouncements of the U.S. Internal Revenue Service ("IRS") and judicial decisions, all as currently in effect and all of which are subject to change and to different interpretations. Changes to any of the foregoing authorities could apply on a retroactive basis and could affect the U.S. federal income tax consequences described below.

This discussion does not address all of the U.S. federal income tax considerations that may be relevant to a particular investor's circumstances and does not discuss any aspect of U.S. federal tax law other than income taxation or any state, local or non-U.S. tax consequences of the purchase, ownership and disposition of the Notes. This discussion applies only to investors who hold the Notes as capital assets within the meaning of the Code (generally, property held for investment). This discussion does not address U.S. federal income tax considerations applicable to investors that may be subject to special tax rules, such as:

- securities dealers or brokers, or traders in securities electing mark-to-market treatment;
- banks, thrifts or other financial institutions;
- insurance companies;
- regulated investment companies or real estate investment trusts;
- tax-exempt organizations;
- accrual-method taxpayers subject to special tax accounting rules under Section 451(b) of the Code;
- persons holding Notes as part of a "straddle," "hedge," "synthetic security" or "conversion transaction" for U.S. federal income tax purposes, or as part of some other integrated investment;
- partnerships or other pass-through entities;
- persons subject to the alternative minimum tax;
- certain former citizens or residents of the United States;
- Non-U.S. Holders (as defined below); or
- U.S. Holders (as defined below) whose functional currency is not the U.S. dollar.

As used herein, a "U.S. Holder" is a beneficial owner of Notes that is, for U.S. federal income tax purposes, (i) an individual citizen or resident of the United States; (ii) a corporation (or any other entity treated as a corporation for U.S. federal income tax purposes) created or organized in or under the laws of the United States, any state thereof or the District of Columbia; (iii) an estate whose income is subject to U.S. federal income tax regardless of its source; or (iv) a trust if (A) a United States court has the authority to exercise primary supervision over the administration of the trust and one or more U.S. persons (as defined under the Code) are authorized to control all substantial decisions of the trust or (B) it has a valid election in place to be treated as a U.S. person. A "Non-U.S. Holder" is any beneficial owner of a Note that, for U.S. federal income tax purposes, is not a U.S. Holder and that is not a partnership (or other entity treated as a partnership for U.S. federal income tax purposes).

If a partnership (or other entity treated as a partnership for U.S. federal income tax purposes) holds Notes, the U.S. federal income tax treatment of a partner will generally depend on the status of the partner and the activities of the partnership. A partnership holding Notes, and partners in such a partnership, should consult their own tax advisors with regard to the U.S. federal income tax consequences of the purchase, ownership and disposition of the Notes by the partnership.

THIS DISCUSSION OF THE MATERIAL U.S. FEDERAL INCOME TAX CONSIDERATIONS OF THE PURCHASE, OWNERSHIP AND DISPOSITION OF THE NOTES IS NOT INTENDED TO BE, NOR SHOULD IT BE CONSTRUED TO BE, LEGAL OR TAX ADVICE TO ANY PARTICULAR PERSON. ACCORDINGLY, ALL PROSPECTIVE INVESTORS ARE URGED TO CONSULT THEIR OWN TAX ADVISORS WITH RESPECT TO THE U.S. FEDERAL, STATE, LOCAL AND NON-U.S. TAX CONSEQUENCES RELATING TO THE PURCHASE, OWNERSHIP AND DISPOSITION OF THE NOTES BASED ON THEIR PARTICULAR CIRCUMSTANCES.

Taxation of the Notes

In General

There are no statutory provisions, regulations, published rulings, or judicial decisions that directly address the characterization of the Notes or instruments similar to the Notes for U.S. federal income tax purposes. However, although the matter is not free from doubt, LOFF will treat the Notes as its debt instruments that have original issue discount ("OID") for U.S. federal income tax purposes. Where required, LOFF intends to file informational returns with the IRS in accordance with such treatment unless there is a change or clarification in the law, by regulation or otherwise, that would require a different characterization of the Notes.

In addition, if a Note is purchased for less than its stated principal amount pursuant to Promotional Pricing offered by LOFF, the amount and timing of any original issue discount, market discount or other tax consequences to the investor may be affected.

You should be aware, however, that the IRS is not bound by LOFF's characterization of the Notes and the IRS or a court may take a different position with respect to the Notes' proper characterization. Any different characterization could significantly affect the amount, timing, and character of income, gain or loss recognized in respect of a Note. For example, because each series of Notes will correspond to a loan, and LOFF has no obligation to make any payments on the Notes unless, and then only to the extent that, it has received payments on the corresponding loan, the IRS could determine that, in substance, each investor owns a proportionate interest in the corresponding loan for U.S. federal income tax purposes. If the IRS took such a position, the tax treatment of the Notes may differ materially, including, but not limited to, the facts that (i) the Notes would no longer be considered to have OID, and (ii) you would be treated as receiving the interest on your share of the corresponding loan and paying your share of the fees with respect to such loan. While the full amount of your share of interest on the underlying loan would be includible by you, the amount of such fee may not be deductible if you are an individual. Alternatively, the IRS could instead treat the Notes as a different financial instrument (including an equity interest or a derivative financial instrument). If the Notes are treated as LOFF's equity, (i) LOFF would be subject to U.S. federal income tax on income, including interest, accrued on the corresponding loans but would not be entitled to deduct interest or OID on the Notes, and (ii) payments on the Notes would be treated by the holder for U.S. federal income tax purposes as dividends (that may be ineligible for reduced rates of U.S. federal income taxation or the dividends-received deduction) to the extent of LOFF's earnings and profits as computed for U.S. federal income tax purposes.

A different characterization may significantly reduce the amount available to pay interest on the Notes. You are strongly advised to consult your own tax advisor regarding the U.S. federal, state, local and non-U.S. tax consequences of the purchase, ownership, and disposition of the Notes (including any possible differing treatments of the Notes).

The following discussion assumes that the Notes will be treated as LOFF's debt instruments that have OID for U.S. federal income tax purposes. Unless otherwise specified, the following discussion assumes that the Notes will not be subject to the rules governing contingent payment debt instruments.

Taxation of Payments on the Notes

You will generally be required to accrue OID income as ordinary interest income for U.S. federal income tax purposes, regardless of your regular method of tax accounting. If you hold a Note that has a maturity date of more than one year, you will be required to accrue OID income as ordinary interest income under a "constant yield method." Under this treatment, if a payment on a Note is not made in accordance with the payment schedule in respect of the corresponding loan (for example, because of a late payment on the corresponding loan), you will be required to include an amount of OID in taxable income as interest even if you have not received the actual payment from the corresponding loan.

The Treasury Regulations governing OID provide special rules for determining the amount and accrual of OID for debt instruments that provide for one or more alternative payment schedules applicable upon the occurrence of contingencies. If the timing and amounts of the payments that comprise each payment schedule are known as of the issue date, and based on all the facts and circumstances as of the issue date, a single payment schedule for a debt instrument, including the stated payment schedule, is significantly more likely than not to occur, the amount and accrual of OID is determined based on that payment schedule. In addition, under the applicable Treasury Regulations, remote and/or incidental contingencies may generally be ignored. A contingency relating to the amount of a payment is incidental if, under all reasonably expected market conditions, the potential amount of the payment is insignificant relative to the total expected amount of the remaining payments on the debt instrument. A contingency relating to the timing of a payment is incidental if, under all reasonably expected market conditions, the potential difference in the timing of the payment is insignificant. The determination of whether a single payment schedule is significantly more likely than not to occur, or whether a contingency is remote or incidental, is made for each Note.

Each Note provides for one or more alternative payment schedules because LOFF is obligated to make payments on a Note only to the extent that it receives payments on the corresponding loan, less the deductions described in the fee table under "About the Marketplace—Loan Servicing and Collection". The payment schedule for each Note provides for payments of principal and interest on the Note in accordance with the payment schedule for the corresponding loan. In addition to scheduled payments, LOFF will prepay a Note to the extent that a borrower prepays the loan corresponding to the Note, and LOFF will pay net Late Payment Fees collected on a corresponding Borrower Loan to the holders of the corresponding Note. Notwithstanding such contingencies, LOFF intends to use the payment schedule of a Note to determine the amount and accrual of OID on the Note because it believes that a Note is significantly more likely than not to be paid in accordance with such payment schedule and/or the likelihood of nonpayment, prepayment or late payment on the loan corresponding to such Note will be remote or incidental. If in the future, based on LOFF's experience or for any other reason, LOFF determines that the previous sentence does not apply to a Note, LOFF anticipates that it will be required to determine the amount and accrual of OID for such Note pursuant to the rules applicable to contingent payment debt instruments, which are described below, and LOFF shall so notify you.

OID on a Note will equal the excess of the Note's "stated redemption price at maturity" over its "issue price." The stated redemption price at maturity of a Note includes all payments of principal and stated interest on the Note under the payment schedule of the Note. Except where a Note is issued for a purchase price below its stated principal amount pursuant to Promotional Pricing or otherwise, the issue price of a Note will generally equal the principal amount of the Note. If a Note is issued for a purchase price below its stated principal amount, its issue price may be lower than its stated principal amount and the amount and timing of OID, market discount or other tax consequences may differ.

The amount of OID includible in income for a taxable year is the sum of the "daily portions" of OID with respect to the Note for each day during the taxable year in which the holder held the Note. The daily portion of OID is determined by allocating to each day of any accrual period within a taxable year a pro rata portion of an amount equal to the product of such Note's adjusted issue price at the beginning of the accrual period and its yield to maturity (properly adjusted for the length of the period). LOFF intends to use 30-day accrual periods. The adjusted issue price of a Note at the beginning of any accrual period should be its issue price, increased by the aggregate amount of OID previously accrued with respect to the Note, and decreased by any payments of principal and interest previously made on the Note. A Note's yield to maturity should be the discount rate that, when used to compute the present value of all payments of principal and interest to be made on the Note under the payment schedule of the Note, produces an amount equal to the issue price of such Note.

If a Note is paid in accordance with its payment schedule, the amount of OID includible in income is anticipated to be based on the stated interest rate of the Note. As a result, you will generally be required to include an amount of OID in income that is equal to the amount of stated interest paid on the Note.

Cash payments of interest and principal under the payment schedule on the Notes will not be separately included in income, but rather will be treated first as payments of previously accrued but unpaid OID and then as payments of principal.

Sale, Retirement or Other Taxable Disposition of Notes

Upon the sale, retirement or other taxable disposition of a Note, you generally will recognize gain or loss equal to the difference, if any, between the amount realized upon the sale, retirement or other taxable disposition and your adjusted tax basis in the Note. In general, your adjusted tax basis in the Note will equal your cost for the Note, increased by any OID and market discount previously included in gross income by you, as discussed below, and reduced by any payments previously received by you in respect of the Note.

Except as discussed below with respect to a Note subject to rules governing market discount or contingent payment debt instruments, your gain or loss on the taxable disposition of the Note generally will be long-term capital gain or loss if the Note has been held for more than one year and short-term otherwise. The deductibility of capital losses is subject to limitations.

Prepayments

If LOFF prepays a note in full, the Note will be treated as retired and, as described above, you will generally have gain or loss equal to the difference, if any, between the amount realized upon the retirement and your adjusted tax basis in the Note. If LOFF prepays a Note in part, a portion of the Note will be treated as retired. Generally, for purposes of determining (i) your gain or loss attributable to the portion of the Note retired and (ii) your OID accruals on the portion of the Note remaining outstanding, the adjusted issue price, your adjusted tax basis, and the accrued but unpaid OID of the Note, determined immediately before the prepayment, will be allocated between the two portions of the Note based on the portion of the Note that is treated as retired. The yield to maturity of a Note is not affected by a partial prepayment.

Market Discount

If you purchased a Note for an amount that is less than the adjusted issue price of the Note, the amount of the difference will be treated as "market discount" for U.S. federal income tax purposes, unless that difference is less than a specified de minimis amount. The amount of any market discount will generally be treated as de minimis and disregarded if it is less than ¼ of 1 percent of the revised issue price (calculated as the sum of the issue price of the Note and the aggregate amount of OID previously includible in the gross income of any holder without regard to any acquisition premium), multiplied by the number of complete years to maturity. If you hold a Note that has de minimis market discount, the rules described below do not apply to you.

Under the market discount rules, you generally will be required to treat any principal payments received in respect of the Note, and any gain derived from the sale, retirement or other disposition of the Note, as ordinary income to the extent of the market discount that has accrued on the Note but that has not previously been included in gross income by you. Such market discount will accrue on the Note on a ratable basis over the remaining term of the Note unless you elect to accrue market discount on a constant yield basis. In addition, you may be required to defer until the maturity of the Note, or its earlier disposition in a taxable transaction, the deduction of all or a portion of any interest expense attributable to (i) any indebtedness incurred to purchase or carry such Note or (ii) any indebtedness continued to purchase or carry such Note. If you dispose of a Note in a nontaxable transaction (other than certain specified nonrecognition transactions), you will be required to include any accrued market discount as ordinary income as if you had sold the Note at its then fair market value.

You may elect to currently include market discount in gross income as it accrues, under either a ratable or constant yield method, in which case the rules described in the prior paragraph regarding characterization of payments and gain as ordinary income and the deferral of interest deductions will not apply. If you make an election to include market discount in income currently, your adjusted basis in a Note will be increased by any market discount that you include in income. An election to currently include market discount in gross income, once made, applies to all market discount obligations acquired by you on or after the first taxable year to which the election applies and may not be revoked without the consent of the IRS. You should consult your own tax advisor before making this election.

Acquisition Premium

If you purchased a Note on a note trader platform for an amount greater than the Note's adjusted issue price but less than the sum of all amounts payable on the Note after the purchase date, the Note will be treated as acquired at an acquisition premium. For a Note acquired with an acquisition premium, the amount of OID that you must include in gross income with respect to the Note for any taxable year will be reduced by the portion of the acquisition premium properly allocable to such taxable year.

If you purchased a Note on a note trader platform for an amount in excess of the sum of all amounts payable on the Note after the purchase date, you will not be required to include OID in income with respect to the Note.

Late Payments

As discussed above, net Late Payment Fees collected on Borrower Loans corresponding to the Notes will generally be paid to you. LOFF anticipates that any net Late Payment Fees paid will be insignificant relative to the total expected amount of the remaining payments on the Note. In such case, any net Late Payment Fees paid to you should be taxable as ordinary income at the time such fees are paid or accrued in accordance with your regular method of accounting for U.S. federal income tax purposes.

Nonpayment of Borrower Loans Corresponding to Note-Automatic Extension

In the event that LOFF does not make scheduled payments on a Note as a result of nonpayment by a borrower on the Borrower Loan corresponding to the Note, you must continue to accrue and include OID on a Note in taxable income until the initial maturity date or, in the case of an automatic extension, the final maturity date, except as described below. Solely for purposes of the OID rules, the Note may be treated as retired and reissued on the scheduled payment date for an amount equal to the Note's adjusted issue price on that date. As a result of such reissuance, the amount and accrual of OID on the Note may change. At the time of the deemed reissuance, due to nonpayment by the borrower, LOFF may not be able to conclude that it is significantly more likely than not that the Note will be paid in accordance with one payment schedule and/or that the likelihood of future nonpayment, prepayment, or late payment by the borrower on the loan corresponding to such Note will be remote or incidental. Accordingly, the Note may become subject to the contingent payment debt instrument rules (which are discussed in more detail below) even if not subject to these rules at the time of original issue. In addition, in the event that a Note's maturity date is automatically extended because amounts remain due and payable on the initial maturity date by the borrower on the loan corresponding to the Note, the Note likely will be treated as reissued and become subject to the contingent payment debt instrument rules. If LOFF determines that a Note is subject to the contingent payment debt instrument rules as a result of such a reissuance, it will notify you and provide the projected payment schedule and comparable yield.

If collection on a Note becomes doubtful, you may be able to stop accruing OID on the Note. Under current IRS guidance, it is not clear whether you may stop accruing OID if scheduled payments on a Note are not made. You should consult your own tax advisor regarding the accrual and inclusion of OID in income when collection on a Note becomes doubtful.

Losses as a Result of Worthlessness

In the event that a Note becomes wholly worthless, a U.S. Holder generally should be entitled to deduct the holder's adjusted tax basis in the Note as a capital loss in the taxable year the Note becomes wholly worthless. U.S. Holders should consult their own tax advisors regarding the timing of losses attributable to Notes that become worthless.

Potential Characterization as Contingent Payment Debt Instruments

To the extent LOFF determines that a Note is not subject to the contingent payment debt instrument rules, its position is not binding on the IRS or a court of competent jurisdiction and it cannot predict what the IRS or a court would ultimately decide with respect to the proper U.S. federal income tax treatment of the Note. Accordingly, there exists a risk that the IRS or a court could determine that the Notes are "contingent payment debt instruments," because payments on the Notes are linked to performance on the corresponding loan.

If a Note is characterized as a contingent payment debt instrument or, in the future, LOFF concludes that a Note is subject to the contingent payment debt instrument rules, the Note would be subject to special rules applicable to contingent payment debt instruments. If these rules were to apply, you would generally be required to accrue interest income under the noncontingent bond method. Under this method, interest would be taken into account whether or not the amount of any payment is fixed or determinable in the taxable year. The amount of interest that would be taken into account would generally be determined by constructing a hypothetical noncontingent bond, which is based on a "comparable yield" (generally, a hypothetical yield to be applied to determine interest accruals with respect to the Note, and which can be no less than the applicable federal rate) and a "projected payment schedule" (generally, a series of projected payments, the amount and timing of which would produce a yield to maturity on that Note equal to the comparable yield). Based on the comparable yield and the projected payment schedule, you will generally be required to accrue as OID the sum of the daily portions of interest for each day in the taxable year that you held the Note, adjusted to reflect the difference, if any, between the actual and projected amount of any contingent payments on the Note. The daily portions of interest are determined by allocating to each day in an accrual period the ratable portion of interest that accrues in such accrual period. The amount of interest you may accrue under this method could be higher or lower than the stated interest rate on the Note. In addition, any gain recognized on the sale, exchange or retirement of your Note will generally be treated as ordinary interest income, and any loss will be treated as ordinary loss to the extent of prior OID inclusions, and then as capital loss thereafter.

Backup Withholding and Reporting

LOFF will be required to report information to the IRS on certain payments on a Note (including interest and discount) and on proceeds of the sale of a Note if you are not an exempt recipient (such as a corporation). In addition, backup withholding (currently at a 24% rate) may apply to payments made to you if (a) you do not furnish or you have failed to provide your correct taxpayer identification number, (b) LOFF has been instructed by the IRS to backup withhold because of underreporting (generally meaning that the IRS has determined and notified you that you have failed to report any reportable dividend and interest payments required to be shown on a tax return for a taxable year), or (c) in certain circumstances, you have failed to comply with applicable certification requirements or otherwise establish an exemption from backup withholding.

Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules will be allowed as a refund or a credit against your U.S. federal income tax liability provided the required information is furnished to the IRS on a timely basis. You should consult your tax advisor regarding the application of information reporting and backup withholding rules in your particular situation, the availability of an exemption, and the procedure for obtaining such an exemption, if applicable.

INFORMATION ABOUT LIVE OAK FINANCIAL LLC

Platform Operator

LOF is a Texas limited liability company with its principal office at 3520 Alpine Autumn Dr, Austin, Texas 78744. LOF owns 100% of LOFF and selects LOFF's managers, subject to the independent-manager requirement while any Note is outstanding. The Administration Agreement identifies the Platform Operator. See "Summary of Indenture, Form of Notes, LOF Management Rights and Administration Agreement—Administration Agreement."

Relationship with LOFF

LOFF is a wholly-owned subsidiary of LOF. As LOFF's sole member, LOF selects all of LOFF's managers, subject to the requirement that LOFF have one independent manager as long as any Note is outstanding.

The LLC Agreement (as defined below) requires LOFF to indemnify LOF and any employee, representative, agent or affiliate of LOF (collectively, the "Covered Persons"), for any Covered Loss incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of LOFF and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person, except for any act or omission that constitutes gross negligence or willful misconduct. The term "Covered Loss" includes any loss, damage or claim incurred by (i) LOF solely in its capacity as LOFF's sole member (and not as Platform Operator or otherwise under the Administration Agreement) or (ii) any other Covered Person when acting on behalf of LOF in its capacity as LOFF's sole member. Covered Losses do not include any loss, damage or claim for which LOF separately would be required to indemnify LOFF under the Administration Agreement or any other contract. LOFF is required to make indemnification payments only from funds that are not required to be applied to payments on the Notes and that are not needed to make current payments to third parties.

LOF has adopted separateness resolutions governing its relationship with LOFF; those separateness principles are described under "Information About Live Oak Financial Funding LLC—Separateness Covenants Intended to Minimize the Likelihood of Substantive Consolidation."

Fees

Fees are described under "Summary of Indenture, Form of Notes, LOF Management Rights and Administration Agreement—Administration Agreement—Fees."

INFORMATION ABOUT LIVE OAK FINANCIAL FUNDING LLC

LOFF owns the marketplace platform, which enables eligible Texas borrowers to seek unsecured consumer loans and eligible investors to purchase Borrower Payment Dependent Notes issued by LOFF.

LOF developed the proprietary technology that makes operation of the marketplace possible. On August 19, 2026, LOF transferred to LOFF the marketplace technology and related rights necessary for LOFF to own and operate the marketplace to originate and service Borrower Loans and Notes. LOFF owns the marketplace platform, and, pursuant to the Administration Agreement, the Platform Operator operates, maintains and services the Platform on LOFF's behalf because LOFF is a special purpose vehicle and may not have employees. LOF did not transfer to LOFF ownership of computer or electronic hardware or generally available software subscriptions that are not primarily and exclusively used for the platform. No third-party hosting, backup, storage, maintenance or cybersecurity agreement has been transferred to LOFF or retained by LOF for LOFF's benefit under the Asset Transfer Agreement.

Under the Administration Agreement, LOFF licenses the Platform to the Platform Operator, which provides the Corporate Administration Services, Platform Administration Services and Servicing Services. The agreement also provides for termination and orderly transition of affected Services. See "Summary of Indenture, Form of Notes, LOF Management Rights and Administration Agreement—Administration Agreement" and the filed Administration Agreement.

LOFF has been organized and is operated in a manner that is intended (i) to minimize the likelihood that it will become subject to a voluntary or involuntary bankruptcy or similar proceeding, and (ii) to minimize the likelihood that it would be substantively consolidated with LOF in the event of LOF's bankruptcy and thus have its assets subjected to claims of LOF's creditors. LOFF and LOF believe they have achieved this by imposing through LOFF's organizational documents and covenants in the Indenture certain restrictions on LOFF's activities and certain formalities designed to reinforce LOFF's status as a distinct entity from LOF. In addition, under the Administration Agreement the Platform Operator has agreed, in its dealings with LOFF and with third parties, to observe the "separateness covenants" described below as they relate to LOFF.

Restrictions Intended to Minimize the Likelihood of LOFF Becoming Subject to Bankruptcy Proceedings

Restrictions that LOFF and LOF believe minimize the likelihood that LOFF will become subject to a voluntary or involuntary bankruptcy or similar proceeding include the following:

- LOFF's permissible activities are limited to operating the marketplace, including entering into the related registration agreements with its users; purchasing, owning, financing and pledging the Borrower Loans; issuing and selling the Notes; entering into the administration and servicing arrangement (or, if applicable, one or more similar agreements with another entity or entities providing similar services); entering into agreements with third parties (such as a back-up servicer and service providers) regarding the purchase and servicing of the Borrower Loans and the Notes and transfers of Notes between users; its own management and operations; and the issuing, paying, sale and administration of the Notes and other obligations; making requisite filings with the SEC and other authorities, and issuing and furnishing offering materials; and certain related activities. So long as any Note is outstanding, LOFF is not permitted to engage in any other business.

- So long as any Note is outstanding, LOFF is prohibited from incurring debt for borrowed money other than the Notes; guaranteeing the obligations of any other person, including LOF and LOFF's other affiliates; acquiring any assets except in connection with the permissible activities described above; engaging, directly or indirectly, in any business other than the permissible activities described above; engaging in any dissolution, liquidation, consolidation, merger, asset sale or transfer of ownership interests; or forming, acquiring or holding any subsidiary.
- So long as any Note is outstanding, LOFF is required to have at all times one independent manager whose consent is required for LOFF to take certain extraordinary actions, including filing for bankruptcy and other actions specified in its organizational documents and the Indenture.

Because LOFF's activities are essentially limited to operating the marketplace, dealing with Borrower Loans and issuing Notes, and LOFF is prohibited from incurring any debt for borrowed money other than the Notes, or liabilities to third parties other than those arising under the agreements it is permitted to enter into as described above, it should not be subject to the claims of any creditors unrelated to its permissible activities. With the exception of any limited indemnification and repurchase obligations described elsewhere in this prospectus, Note Holders do not have recourse to LOFF for payment of their Notes and must rely on the corresponding Borrower Loans for payment.

LOFF is a special purpose vehicle whose permitted activities are limited to acquiring corresponding Borrower Loans, issuing the related Notes, administering those obligations through the transaction documents, and engaging in related permitted activities. Unlike a conventional operating-company debt offering, management does not expect scheduled payments on the Notes to be made from LOFF's general operating revenues. Instead, subject to the terms of the Indenture and the limitations described in this prospectus, payments on the Notes are expected to be made from collections received on the corresponding Borrower Loans.

Separate from the source of payments on the Notes, management expects LOFF to pay the Servicing Fee and Administration Fee to LOF from applicable Borrower Loan Payments under the payment waterfall and to fund its other ordinary-course operating expenses from unrestricted cash, capital contributions from LOF and other amounts available to LOFF under the transaction documents. Distributions to LOF, as LOFF's sole owner, are restricted to residual amounts remaining after payment of LOFF's obligations and amounts payable to Note Holders and after establishment of any required reserves contemplated by the transaction documents.

Although management expects this structure, together with LOFF's activity restrictions and separateness covenants, to reduce the likelihood that LOFF will incur material obligations unrelated to its permitted business, there can be no assurance that fee income, capital contributions or other available liquidity will at all times be sufficient to support LOFF's servicing, administrative and other operational functions. LOFF does not believe that its independent manager would approve a voluntary bankruptcy filing, even if such a filing might be advantageous to LOF or LOFF's other affiliates, if LOFF is not insolvent in its own right, unless another basis for such a filing exists at the time consistent with such independent manager's fiduciary duties.

Separateness Covenants Intended to Minimize the Likelihood of Substantive Consolidation

Restrictions that LOFF and LOF believe minimize the likelihood that LOFF would be substantively consolidated with LOF in the event of LOF's bankruptcy and thus have its assets subjected to claims of LOF's creditors include the following ("separateness covenants"):

- LOFF is required to maintain its own books and records and bank accounts separate from those of LOF or any other person;
- LOFF is required at all times to hold itself out to the public and all other persons as a legal entity separate from LOF and any other person;
- LOFF is required to have a governance structure separate from that of LOF and any other person, including maintaining an independent manager as described above;
- Except as contemplated by the agreements it enters into in connection with its permissible activities, LOFF may not commingle its assets with assets of LOF or any other person and must maintain its funds and other assets such that they shall be separately identified and segregated from those of LOF and any other person;

- LOFF is required to conduct its business in its own name so as not to mislead third parties as to the identity of the entity with which such third parties are dealing and to strictly comply with all organizational formalities to maintain its separate existence;
- LOFF is required to maintain separate financial statements and ensure that such financial statements indicate (in the notes thereto or otherwise) the separate existence of LOFF and LOF and their respective assets and liabilities and, to the extent the assets and liabilities of LOFF are represented on the financial statements of LOF, ensure that such financial statements indicate (in the notes thereto or otherwise) the separate existence of LOFF and LOF and their separate assets and liabilities;
- LOFF is required to pay its operating expenses and its own liabilities only out of its own funds and not from the funds of any other person;
- LOFF is required to maintain an arm's-length relationship with LOF and its other affiliates and to ensure that all transactions between LOFF and its affiliates are on terms and conditions that are not materially more favorable to the affiliate than the terms and conditions that would be expected to have been obtained under similar circumstances from a non-affiliate;
- LOFF is prohibited from holding out its credit or assets as being available to satisfy the obligations of others;
- LOFF is required to allocate fairly and reasonably any overhead for shared office space and pay for its share of such overhead (if applicable);
- LOFF is required, so as not to mislead third parties as to the identity of the entity with which such third parties are dealing, to maintain and utilize separate stationery, invoices and checks (as applicable);
- Except as contemplated by the agreements it enters into in connection with its permissible activities, LOFF is prohibited from pledging its assets for the benefit of any other person;
- LOFF is required to correct any known misunderstanding regarding its separate identity;
- LOFF is required to maintain adequate capital in light of its contemplated business purpose, transactions and liabilities;
- LOFF is required to ensure that it does not enter into any agreement to be named, directly or indirectly, as a direct or contingent beneficiary or loss payee on any insurance policy covering the property of any other person;
- LOFF is required to ensure that it will not conceal from creditors any of its assets or participate in concealing the assets of any other person or entity;
- LOFF's managers are required to meet at least annually or act pursuant to written consent and keep minutes of such meetings and actions, and LOFF is required to observe all other applicable limited liability company formalities; and
- LOFF's managers, officers, agents and other representatives are required to act at all times with respect to LOFF consistently and in furtherance of the foregoing and in LOFF's best interests.

In addition, LOF has adopted policies and internal controls intended to limit its own activities and interactions with LOFF in order further to minimize the likelihood that LOFF would be substantively consolidated with LOF in the event of LOF's bankruptcy.

Substantive Consolidation

Substantive consolidation is a judicially developed equitable doctrine that permits a bankruptcy court, in appropriate circumstances, to disregard the legal separateness of a debtor and a related entity, which may or may not itself be a debtor in bankruptcy, and merge their respective assets and liabilities for bankruptcy purposes. Substantive consolidation typically results in the pooling of all assets and liabilities of the entities to be consolidated, the satisfaction of liabilities from the resulting common fund of assets, and the elimination of all duplicate and inter-entity claims.

While the formulation for the standard to apply in determining whether two or more entities should be substantively consolidated in bankruptcy has varied somewhat among courts that have considered such cases, the three most commonly cited tests are as follows:

- The proponent seeking substantive consolidation must establish either (1) the entities pre-petition disregarded their separateness so significantly that their creditors relied on the breakdown of entity borders and treated them as one legal entity, or (2) post-petition that the assets and liabilities of the entities are so entangled that separating them is prohibitive and hurts all creditors.

- The court must determine (1) whether all creditors dealt with the entities as a single economic unit and did not rely on their separate identity in extending credit or (2) whether the affairs of the two entities are so entangled that consolidation will benefit all creditors.
- The proponent of consolidation must make a prima facie case demonstrating that (1) there is substantial identity between the entities to be consolidated and (2) consolidation is necessary to avoid some harm or to realize some benefit. Once the proponent for consolidation has made this showing, the burden shifts to an objecting creditor to show that (1) it has relied on the separate credit of one of the entities to be consolidated and (2) it will be prejudiced by substantive consolidation.
- Adherence to the separateness covenants by both LOFF and LOF should negate any argument that the respective assets of LOFF and LOF are impermissibly entangled or impossible to separate. It should be neither difficult nor costly to ascertain the respective assets and liabilities of LOFF and LOF.

Similarly, creditors of LOF should not be able to demonstrate that they dealt with LOF and LOFF as a single economic unit, and creditors of LOFF are not relying on LOF for payment of LOFF's Notes or performance of LOFF's obligations, other than LOF's separate contractual duties and limited indemnification obligations described in this prospectus. Upon commencement of the offering, (1) the website will identify LOFF as owner of the Platform and identify the Platform Operator and Servicer, (2) borrower and Investor Registration Agreements will identify LOFF as the relevant Platform counterparty, while each Subscription Agreement will include LOFF solely as issuer of the Note and LOF solely as issuer of the attached LOF Management Right and will state that LOF is not a Note obligor or guarantor, and (3) third-party arrangements will be structured and administered in a manner intended to support LOFF's separateness, subject to the limitations described below.

Accordingly, all of LOFF's creditors should clearly understand that they are looking to LOFF for the payment and performance of LOFF's obligations to them, and that LOF is not liable to them for LOFF's obligations. LOFF and LOF believe that purchasers of Notes will clearly be relying on LOFF being a legal entity separate and distinct from LOF in making their investment decisions and would be materially prejudiced if LOFF were substantively consolidated with LOF. Finally, all relevant legal formalities required to support LOFF's legal existence as a limited liability company separate and distinct from LOF will be strictly observed.

Certain hardware and generally available software resources relevant to the development, maintenance and use of the marketplace are retained by LOF as described above under "Overview." Although such retained resources should not bear on a bankruptcy court's analysis of the legal separateness of LOF and LOFF (or their respective assets and liabilities), the cessation of or substantial reduction of the day-to-day operations of LOF (because of or during its bankruptcy or otherwise) could materially impair and delay LOFF's ability to operate the marketplace or elements thereof relevant to loan and Note servicing.

Corporate History

LOFF was formed in the State of Texas on March 30, 2026. Its principal executive offices are located at 3520 Alpine Autumn Dr, Austin, Texas 78744. Its telephone number at that location is (775) 513-5770. Its website is www.crowdcash.cc, and website information is not incorporated by reference into this prospectus.

GOVERNMENT REGULATION

Overview

The lending and securities industries are highly regulated. LOF, LOFF, the Notes and the Borrower Loans are subject to federal, Texas and local laws and regulations governing licensing, registration, supervision, examination, disclosures, borrower and investor consents, fees, charges, discrimination, servicing, and collection activities. Failure to comply may result in license or registration loss, voided loans, indemnification liabilities, litigation, enforcement actions, penalties, civil or criminal liability, or operating restrictions. LOF and LOFF believe their planned operations are designed to comply with these requirements, but Federal and Texas legislative or regulatory changes could add regulation or restrictions affecting consumer lending, securities offerings, marketplace operations and compliance costs.

Texas and Federal Securities Laws and Regulations

Federal Securities Law; Rule 147A

We intend to offer and sell the Notes pursuant to an exemption from registration under the Securities Act of 1933 provided by Rule 147A, which permits offers and sales made in accordance with its conditions to be exempt from Section 5 registration requirements. The availability of this exemption depends on, among other things, compliance with residency and other intrastate offering conditions, and there can be no assurance that the SEC or other regulators will agree with our interpretation or application of the exemption in all respects.

Texas Securities Laws; Qualification; Issuer-Dealer Status

Before securities can be offered or sold in Texas, they must be registered or qualified with the Texas State Securities Board or exempt from such registration, in accordance with the Texas Securities Act and Board rules. We intend to qualify in Texas the offering of the Securities described in this prospectus. As described under "Plan of Distribution," LOFF will offer and sell the Notes through the marketplace, and LOF will issue the LOF Management Rights that accompany those Notes. LOF and LOFF are registered with the Texas State Securities Board as issuer-dealers, and Erik Randall is registered with the Texas State Securities Board as agent of LOF and LOFF for purposes of this offering. Even when an exemption from registration under federal law is available, sellers of securities have a duty to disclose all material information about the offering and the securities being offered.

Texas Consumer Lending Laws and Regulations

Borrower Loans originated through our marketplace are subject to Texas consumer lending laws, including licensing, fee, charge and disclosure requirements applicable to regulated lenders. LOF originates Borrower Loans and LOFF holds Borrower Loans that are originated under Texas Finance Code Chapter 342. We are subject to supervision and examination by Texas regulatory authorities that administer and enforce these laws, including the Texas Office of Consumer Credit Commissioner ("OCCC").

Texas lending laws and related regulations may impose restrictions on loan origination and servicing practices, limits on finance charges and the type, amount and manner of charging fees, disclosure requirements, recordkeeping requirements, requirements that licensees submit to periodic examination, surety bond and minimum specified asset requirements, periodic reporting requirements, notification requirements for changes in control or key personnel, restrictions on advertising and marketing, and requirements regarding loan documentation and consumer notices.

Federal Consumer Financial Protection Laws and Regulations

Dodd-Frank Act; CFPB; UDAAP

Federal consumer financial protection laws and regulations apply to aspects of our marketplace activities, including our origination, servicing, collections, marketing and customer communications. The Consumer Financial Protection Bureau ("CFPB") has authority to enforce federal consumer financial protection laws and to prohibit "unfair, deceptive, or abusive acts or practices" ("UDAAP") in connection with consumer financial products and services. Although we are not a bank, we may be subject to CFPB enforcement and other oversight depending on our activities and applicable thresholds, and we seek to comply with applicable consumer protection laws and UDAAP standards.

Truth in Lending Act

The federal Truth in Lending Act ("TILA") and Regulation Z require creditors to provide consumers with uniform, understandable information concerning certain terms and conditions of consumer credit transactions, including required disclosures prior to consummation for closed-end loans. We provide or facilitate required consumer disclosures in connection with Borrower Loans offered through our marketplace and seek to comply with TILA's requirements related to credit disclosures and advertising.

Equal Credit Opportunity Act

The federal Equal Credit Opportunity Act ("ECOA") and Regulation B prohibit discrimination in credit transactions on prohibited bases and require, among other things, timely adverse action notices in connection with certain credit decisions. We seek to comply with ECOA's provisions prohibiting discouragement and discrimination and with applicable adverse action notice requirements.

Fair Credit Reporting Act

The federal Fair Credit Reporting Act ("FCRA") and its implementing regulations promote the accuracy, fairness and privacy of information in the files of consumer reporting agencies. We obtain consumer reports on applicants only with a permissible purpose and required consumer authorizations, and we provide adverse action notices where required when credit is denied or a listing is canceled based in whole or in part on information contained in a consumer report.

Fair Debt Collection Practices Act; State Debt Collection Laws

The federal Fair Debt Collection Practices Act ("FDCPA") and Regulation F provide guidelines and limitations on the conduct of third-party debt collectors in connection with the collection of consumer debts. While the FDCPA applies primarily to third-party debt collectors, we seek to ensure that our internal collections practices and any third-party collection efforts comply with applicable federal and Texas debt collection laws and related consumer protection requirements.

Servicemembers Civil Relief Act; Military Lending Act

Borrower Loans may be subject to federal protections for covered servicemembers, including the Servicemembers Civil Relief Act ("SCRA") and the Military Lending Act ("MLA"). We seek to comply with applicable requirements under these laws, including required disclosures and any applicable limitations on costs of credit for covered borrowers.

Electronic Funds Transfer Act; ACH Rules

The federal Electronic Fund Transfer Act ("EFTA") and Regulation E provide guidelines and restrictions on electronic transfers of funds from consumers' bank accounts. Transfers performed through the Automated Clearing House ("ACH") network are also subject to timing and notification rules and guidelines administered by NACHA. We obtain necessary authorizations from borrowers and investors for electronic transfers and seek to comply with applicable EFTA/Regulation E and ACH requirements.

ESIGN / UETA

The federal Electronic Signatures in Global and National Commerce Act ("ESIGN") and similar state laws (including Uniform Electronic Transactions Act ("UETA")) authorize the creation of legally binding and enforceable agreements utilizing electronic records and signatures and require consumer consent for electronic delivery of disclosures in certain circumstances. We obtain required consents and maintain electronic records in a manner designed to comply with ESIGN and applicable state electronic transactions laws.

Privacy and Data Security (Including GLBA)

The federal Gramm-Leach-Bliley Act ("GLBA") and related privacy and safeguarding requirements apply to financial institutions and may apply to our activities, including requirements regarding privacy notices and safeguarding of customer information. In addition, Texas and federal privacy and data security laws require safeguards to protect the privacy and security of consumers' personally identifiable information and may require notification to affected customers and regulators in the event of a data security incident. We maintain information security and privacy measures designed to protect participant information and to comply with applicable privacy and data security requirements.

Bank Secrecy Act; AML; OFAC

We have implemented anti-money laundering ("AML") policies and procedures, including customer identification and verification procedures and sanctions screening against lists maintained by the U.S. Department of the Treasury Office of Foreign Assets Control ("OFAC"), designed to comply with applicable federal law and to mitigate fraud and money laundering risks.

Geographic Scope

Our marketplace is offered only to Texas residents and does not operate outside the United States. Accordingly, we do not believe that our marketplace is generally subject to foreign laws or regulations applicable to lending or securities offerings in other jurisdictions.

MANAGEMENT

Live Oak Financial Funding LLC

The following table sets forth information about LOFF's officers and managers as of the date of this prospectus:

Name	Age	Position(s)
Erik Randall[1]	30	President, Treasurer and Secretary
Tristan Berry	29	Independent Manager

[1]APPOINTMENT/ARRANGEMENT. MR. RANDALL SERVES AS PRESIDENT, TREASURER AND SECRETARY OF LOFF UNDER LOFF'S LLC AGREEMENT DATED MARCH 30, 2026. MR. RANDALL DEVOTES PART-TIME EFFORTS TO THESE DUTIES.

Tristan Berry has served as Independent Manager of LOFF since March 30, 2026. Since October 2022, he has served as Product Support Specialist at Culligan Quench; from April 2021 to October 2022, he served as Account Manager & Product Support at Culligan Quench; and from September 2020 to April 2021, he served as Customer Care Specialist at Culligan Quench. Mr. Berry graduated from Grand Canyon University in 2018 with a B.S. in Business Management. LOFF believes his operations, documentation, support, cross-functional coordination and business-management experience qualify him to serve as Independent Manager. Mr. Berry has no other employment, compensation, family or business relationship with LOF, LOFF or Erik Randall other than his service as Independent Manager.

Erik Randall has served as Founder and Managing Member of LOF since June 2024 and as President, Treasurer and Secretary of LOFF. Since February 2022, he has served as Full-Stack Engineer and Assistant Manager at LightFeather.io; from September 2021 to February 2022, he served as Software Automation Engineer at Qualcomm; from March 2021 to September 2021, he served as Lead Hardware/Firmware Engineer at Asteria; and from October 2019 to March 2021, he served as Full-Stack IoT Engineer at Paradigm IOT/DML LLC. He graduated from the University of Nevada, Reno in 2019 with a B.S. in Electrical Engineering, has passed the Securities Industry Essentials examination and Texas State Securities examination, has obtained a Texas Regulated Lender License, and has prior experience with securities-regulatory offering preparation. LOF and LOFF believe his software, systems, regulated-product, licensing and marketplace experience qualify him to serve as Managing Member.

Compensation

LOFF does not compensate its managers for their service except as provided in the Independent Management Agreement. Tristan Berry, the Independent Manager, entered into the Independent Management Agreement, under which he agreed to serve as LOFF's Independent Manager and LOFF agreed to pay him an annual fee for those services. The fee is waived during the first year unless his workload becomes material, as provided in that agreement.

Name	Fees Earned or Paid in Cash	Stock awards	Option Awards	Non-equity incentive plan compensation	Nonqualified deferred compensation earnings	All other compensation	Total
Erik Randall	$0	$0	$0	$0	$0	$0	$0
Tristan Berry	$0	$0	$0	$0	$0	$0	$0

Limitations on Officers' and Managers' Liability and Indemnification Agreements

LOFF's Limited Liability Company Agreement (the "LLC Agreement") provides that, to the fullest extent permitted by applicable law, LOFF's directors and officers will not be liable to LOFF for, and shall be indemnified by LOFF against, any loss, damage or claim incurred by reason of any act or omission performed or omitted by such officer or director in good faith on LOFF's behalf and in a manner reasonably believed to be within the scope of the authority conferred on the officer or director by the LLC Agreement, except for any loss, damage or claim incurred by reason of the officer's or director's gross negligence or willful misconduct; provided, however, that any such indemnity shall be provided out of and to the extent of LOFF's assets only. In addition, the LLC Agreement provides that, to the fullest extent permitted by applicable law, LOFF may advance any expenses incurred by an officer or director defending any claim, demand, action, suit or proceeding prior to its final disposition, upon LOFF's receipt of an undertaking by or on behalf of the officer or director to repay such amount if it is determined that the officer or director is not entitled to be indemnified under the LLC Agreement. LOFF will not pay any such indemnification from any borrower loan collections that are allocable to the payment of Notes.

As noted above, LOF and LOFF have entered into the Independent Management Agreement with Tristan Berry, the Independent Manager. Under the Independent Management Agreement, LOF has agreed to indemnify Mr. Berry against any loss, damage or claim incurred as a result of his service as LOFF's Independent Manager or by reason of any act or omission performed or omitted by him in that capacity, except for any loss, damage or claim resulting from his gross negligence or willful misconduct. If any proceeding is asserted against Mr. Berry for which he may be indemnified under the Independent Management Agreement, LOF will retain and direct counsel to defend the proceeding and will be responsible for paying all reasonable fees and disbursements of such counsel. Mr. Berry has the right to approve such counsel but may not unreasonably withhold, condition or delay approval. If a court of competent jurisdiction determines that Mr. Berry is not entitled to indemnification under the Independent Management Agreement, he must repay amounts paid by LOF to or on his behalf in connection with the matters for which indemnification was denied.

Live Oak Financial LLC

The following table sets forth information about LOF's officers and managers as of the date of this prospectus:

Name	Age	Position(s)
Erik Randall[1]	30	Managing Member

[1]APPOINTMENT/ARRANGEMENT. MR. RANDALL SERVES BY VIRTUE OF BEING THE SOLE MEMBER UNDER LOF'S OPERATING AGREEMENT DATED JUNE 2024. MR. RANDALL DEVOTES PART-TIME EFFORTS IN HIS CAPACITY AS MANAGING MEMBER.

Compensation

LOF does not have any ongoing compensation plans or arrangements for executive officers or managing members. If LOF adopts salary, bonus, equity or other plans in the future, material terms will be disclosed, including any performance measures, measurement periods, and payment schedules, in a prospectus supplement or periodic report, as applicable.

Limitations on Officers' and Managers' Liability and Indemnification Agreements

As permitted by applicable Texas law, LOF's governing documents contain provisions that limit or eliminate the personal liability of its managers and officers for breaches of duty to LOF. LOF's governing documents limit the liability of managers and officers to the fullest extent permitted under applicable law. Such limitations generally do not extend to liability for, among other things:

- any breach of the duty of loyalty to LOF or its members;
- any act or omission not in good faith, involving intentional misconduct, fraud, or a knowing violation of law;
- any transaction from which the manager or officer derived an improper personal benefit; or
- other circumstances in which limitation of liability is not permitted under applicable law.

These limitations do not affect the availability of equitable remedies, including injunctive relief or rescission.

Indemnification and Advancement of Expenses

As permitted by applicable Texas law, LOF's governing documents also provide that LOF will indemnify its managers and officers to the fullest extent permitted by law. LOF's governing documents further provide that LOF may indemnify its employees and other agents to the same extent that LOF indemnifies its managers and officers.

LOF's governing documents also provide for advancement of expenses incurred by managers and officers in connection with legal proceedings, subject to customary conditions, including receipt of an undertaking by the person to repay all amounts advanced if it is ultimately determined that the person was not entitled to be indemnified.

The indemnification and advancement provisions contained in LOF's governing documents are not exclusive.

Standards and Limitations

Under LOF's governing documents, LOF is not obligated to provide indemnification on account of any proceeding unless the applicable manager or officer acted in good faith and in a manner reasonably believed to be in the best interests of LOF, and, with respect to criminal proceedings, had no reasonable cause to believe the conduct was unlawful. The termination of a proceeding by judgment, settlement, or conviction or upon a plea of nolo contendere (or its equivalent) does not, by itself, create a presumption that the manager or officer did not satisfy the above standards.

In addition, LOF's governing documents generally do not require indemnification for certain categories of claims, including, among others: (i) proceedings or claims initiated voluntarily by the person seeking indemnification and not by way of defense, except to the extent authorized by LOF or brought to establish a right to indemnification or advancement of expenses; and (ii) amounts for which payment has actually been made to or on behalf of such person under any statute, insurance policy, indemnity provision, vote, or otherwise, except with respect to any excess beyond the amount paid.

Insurance

LOF does not maintain a directors' and officers' liability insurance policy covering liabilities of its managers and officers arising out of claims based on acts or omissions in their capacities as managers or officers.

LIMITATION OF LIABILITY

Texas Small Business Issuers

In accordance with Section 4008.061 of the Texas Securities Act, LOF and LOFF are small business issuers because each has annual gross revenues not exceeding $25 million and no class of equity securities registered, or required to be registered, with the Securities and Exchange Commission under Section 12 of the Securities Exchange Act of 1934, and the aggregate amount of this offering does not exceed $5 million. In an action or series of actions under Subchapter B of Chapter 4008 of the Texas Government Code relating to an offer to which Section 4008.061 applies, the maximum amount recoverable against a person engaged to provide services relating to that offer is three times the fee paid by the small business issuer or other seller to that person for services related to the offer, unless the trier of fact finds that the person engaged in intentional wrongdoing in providing the services. This statutory limitation applies only to the persons, claims, and circumstances described in Section 4008.061. LOF and LOFF provide the required written disclosure in the Investor Registration Agreement and obtain the buyer's signed acknowledgment through electronic acceptance or manual signature before the buyer submits a Subscription.

This Texas state-law provision, and the limitation, indemnification and advancement provisions described under "Management—Limitations on Officers' and Managers' Liability and Indemnification Agreements," apply only to the extent permitted by applicable law and do not limit, waive, release or otherwise affect investor rights or remedies under the federal securities laws. Any provision of this prospectus or related transaction documents that would be interpreted to limit, waive or release compliance with federal securities laws is unenforceable to that extent.

TRANSACTIONS WITH RELATED PARTIES

LOFF is a wholly owned subsidiary of LOF, and LOF is therefore a related party of LOFF. Erik Randall, as managing member of LOF, controls LOF and, through LOF's ownership of LOFF, also controls LOFF. See "Prospectus Summary," "Information About Live Oak Financial LLC," "Information About Live Oak Financial Funding LLC" and "Management."

LOFF has entered into the Administration Agreement, which identifies the Platform Operator and governs the Services. See "Prospectus Summary," "Summary of Indenture, Form of Notes, LOF Management Rights and Administration Agreement—Administration Agreement," "Information About Live Oak Financial LLC" and the filed Administration Agreement.

Under the Administration Agreement, LOFF pays the Platform Operator the Administration Fee and Servicing Fee, and each party bears its own costs and expenses. See "—Administration Agreement—Fees" and the Administration Agreement filed as an exhibit.

LOF originates Borrower Loans through the marketplace and, after origination, sells and assigns those Borrower Loans to LOFF pursuant to the related program documents, including the Loan Sale Agreement referenced in the Administration Agreement. The transaction is intended to be structured as a true sale. See "The Offering—Borrower Payment Dependent Notes" and "Information About Live Oak Financial Funding LLC."

LOF may make capital contributions to LOFF from time to time to support LOFF's permitted activities. LOFF distributions to LOF are restricted as described under "Information About Live Oak Financial Funding LLC."

Independent-manager and related indemnity arrangements are described under "Management—Live Oak Financial Funding LLC."

Managers, officers, employees and other affiliates of LOF or LOFF may, to the extent permitted by applicable law and the terms of the offering, purchase Notes on the same terms and conditions as other eligible investors. No such person will receive terms more favorable than those offered to other eligible investors.

PRINCIPAL SECURITY HOLDERS

As of the date of this prospectus, LOFF is a wholly owned subsidiary of LOF, and all of the outstanding membership interests of LOFF were held by LOF. Erik Randall beneficially owned 100% of the outstanding membership interests of LOF. LOFF has no other outstanding equity securities. There are no outstanding options, warrants, profits interests, convertible securities, voting agreements or other arrangements known to LOF or LOFF that would affect the beneficial ownership of LOF or LOFF.

The following table sets forth information regarding the beneficial ownership of LOFF's membership interests as of the date of this prospectus:

Name and Address of Beneficial Owner	Membership Interests Beneficially Owned	Percentage of Outstanding Membership Interests
Live Oak Financial LLC 3520 Alpine Autumn Dr Austin, Texas 78744	100%	100%

Because LOF owns all of the outstanding membership interests of LOFF, Erik Randall, as the beneficial owner of all of the outstanding membership interests of LOF, may be deemed to indirectly control LOFF. See "Information About Live Oak Financial Funding LLC" for separateness covenants and related limitations.

The following table sets forth information regarding the beneficial ownership of LOF's membership interests as of the date of this prospectus:

Name and Address of Beneficial Owner	Membership Interests Beneficially Owned	Percentage of Outstanding Membership Interests

Erik Randall c/o Live Oak Financial LLC 3520 Alpine Autumn Dr Austin, Texas 78744	100%	100%

LOF may in the future engage in additional fundraising transactions, including transactions involving the issuance of additional equity or equity-linked interests. No such transaction has been consummated as of the date of this prospectus. If any such transaction is consummated and results in a material change to the beneficial ownership of LOF or the control of LOFF, LOF and LOFF will amend or supplement this prospectus, or otherwise update the offering materials, to the extent required by applicable law.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

This MD&A contains forward-looking statements; see "Forward-Looking Statements." Historical results are not necessarily indicative of future results, and actual results may differ materially due to the risks described under “Risk Factors" and elsewhere in this prospectus.

Operating Results

LOF and LOFF are early-stage companies that have not yet commenced material revenue-generating marketplace operations. Activities to date have consisted primarily of organization, platform and product development, legal/regulatory preparation, capitalization, transaction-document preparation and offering preparation. LOFF has not issued Notes or acquired Borrower Loans, and LOF has not generated marketplace administration, servicing or other material operating revenues. Accordingly, neither LOF’s nor LOFF’s historical results to date are indicative of the results of operations that may be expected after qualification of this prospectus and commencement of marketplace operations.

LOF and LOFF expect that material operations will commence upon, and subject to, qualification of this prospectus and launch of the marketplace. At that time, LOF expects to begin originating Borrower Loans and selling and assigning those Borrower Loans to LOFF, the Platform Operator expects to begin providing the Services under the Administration Agreement, and LOFF expects to begin issuing Notes and acquiring corresponding Borrower Loans. Until such time, management does not believe that period-to-period comparisons of operating results are meaningful.

Since inception, LOF and LOFF have incurred organizational, legal, accounting, compliance, technology and other startup costs, and may continue to incur such costs.

Going Concern

The reviewed financial statements state that the Company’s recurring losses, pre-revenue status and dependence on regulatory approval raise substantial doubt about its ability to continue as a going concern for one year after the financial statements were available to be issued. The financial statements do not include adjustments that could result if the Company cannot continue as a going concern.

Liquidity and Capital Resources

As of the date of this prospectus, neither LOF nor LOFF has commenced material revenue-generating marketplace operations. Accordingly, liquidity to date has been derived primarily from capital contributions to LOF by its sole member and, in the case of LOFF, is expected to be derived from capital contributions from LOF as needed to support LOFF’s permitted activities.

As of July 21, 2026, LOF, on a parent-company-only basis, had cash and cash equivalents of $36,759, total assets of $65,104 and total liabilities of $975. LOF incurred a net loss of $2,043 for the interim period from January 1, 2026 through July 21, 2026, and used $1,014 of cash in operating activities during that period.

As of July 21, 2026, LOFF had cash and cash equivalents and total assets of $52,103 and no liabilities. LOFF incurred a net loss of $3,897 for the period from March 30, 2026 (inception) through July 21, 2026, and used $3,897 of cash in operating activities during that period. LOFF has not yet completed a fiscal year, and substantially all of its liquidity and capital resources were derived from $56,000 of capital contributions from LOF.

To date, LOF's liquidity needs have related primarily to organizational expenses, legal and regulatory preparation, software and technology costs, licensing-related expenses, and other startup and administrative costs. During 2025 and 2024, LOF did not originate any Borrower Loans, and LOFF did not issue any Notes or acquire any Borrower Loans; accordingly, neither company generated operating cash flows from the marketplace activities described in this prospectus during those periods. Upon commencement of operations, LOF expects to generate revenues primarily from borrower-paid origination fees and administration and servicing economics associated with marketplace activity, while LOFF expects to fund its ordinary-course obligations primarily from fee income.

Management currently expects the following categories of recurring cash expenditures to be among the principal operating and infrastructure costs of LOF and LOFF following qualification of this prospectus and commencement of marketplace operations for the next 12 months:

Expected Cost Category	**Estimated Annual Amount**	**Expected Payor**
Software	$18,000	LOF
Indenture Agent and annual lien opinion	$6,000 (estimated)	LOFF
Texas regulated lender license renewal	$460 annually	LOF and LOFF (each, separately)
Marketing	$18,000	LOF
Independent Manager	$1,500 (first year waived)	LOFF
Registered agent and domain registration	$43	LOF and LOFF (each, separately)
Independent accountant review (offering period only)	$1,500	LOFF

Management expects these costs to be funded from LOF's and LOFF's available cash, capital contributions and, following commencement of operations, fee income generated by marketplace operations, and not from offering proceeds. Management further expects that, for at least the next 12 months following qualification of this prospectus and commencement of marketplace operations, LOFF's operating liquidity will be derived from its own funds, including fee income generated by its operations and capital contributions made to LOFF by LOF, and that LOF's operating liquidity will be derived from its own available cash, fee income and capital support from its sole member, as applicable. Offering proceeds from the sale of Notes are expected to be used to purchase the corresponding Borrower Loans, as described under "Use of Proceeds," and are not expected to be used to fund the ordinary-course operating expenses of LOF or LOFF. LOFF is expected to pay its own expenses from its own funds, consistent with the separateness covenants and capitalization framework described under "Information About Live Oak Financial Funding LLC."

LOFF is expected to rely on LOF for capital support, and LOF in turn may rely on additional capital support from its sole member. Any such support from LOF's sole member is informal only and is not the subject of any binding commitment, guarantee or other contractual arrangement.

For runoff planning, management assumes that new originations and Note issuances cease at the end of the one-year offering period and that a 24-month Note is issued immediately before cessation. The modeled runoff period therefore extends 24 months plus the 120-day payment-extension period, or approximately 28 months after the final issuance. Because annual charges may be due for a partial annual service period, management conservatively counts three annual or partial annual billing periods during that 28-month runway.

Management calculates the runoff-liquidity target under the liquidity undertaking below by applying three annual or partial annual billing periods to 120% of the continuing LOFF costs shown above, adjusted for the stated first-year waiver. First-year recurring costs are addressed separately under that undertaking, and each calculation will use then-current costs.

This runoff model assumes that the identified software and marketing expenses are discontinued when new originations and Note issuances cease; that, before LOF's regulated-lender license is discontinued, servicing of all then-outstanding Borrower Loans and Notes is transferred from LOF to LOFF in accordance with Sections 5.15 and 5.16 of the Administration Agreement; that LOFF thereafter directly performs the required servicing, including through its authorized agents, service providers and automated systems, without a separately identified transition expense; and that third-party reviewed financial statements are not required after the offering period, although internally prepared financial statements continue as required by the Indenture. The model does not include any third-party successor-servicer fee, borrower-credit loss, repurchase or indemnification obligation, tax, litigation expense, or other unanticipated cost. If applicable law, the Texas State Securities Board, the final transaction documents, or actual vendor arrangements require additional services or higher fees, the actual liquidity need could be materially greater.

The runoff-liquidity target will be maintained under the liquidity undertaking described below as part of LOFF's general funds; it is not a segregated reserve, trust account, guarantee, or assurance that funds will be available when needed. There can be no assurance that fee income, capital contributions, or other available liquidity will at all times be sufficient to support servicing of outstanding Borrower Loans and Notes through final payment.

While LOFF is issuing Notes it will maintain unrestricted cash equal to the applicable runoff-liquidity target plus any first-year recurring LOFF cost identified above that is then accrued, unpaid, or reasonably expected to become payable before the end of the one-year offering period and is not already included in the runoff estimate. LOFF will test compliance monthly and immediately before each Note issuance and will not issue additional Notes, acquire additional program Borrower Loans, or make a distribution to LOF if the action would cause or continue a test failure. After issuance ceases, LOFF may use its general funds for disclosed and permitted runoff costs.

Management believes that qualification of this prospectus and commencement of marketplace operations are important to LOF's and LOFF's ability to improve liquidity through operating cash generation. Until such time, LOF and LOFF remain dependent on existing cash resources and affiliate support to fund startup costs, maintain licensing-related capital, and prepare for launch.

Plan of Operations

LOF and LOFF expect to commence material marketplace operations upon, and subject to, qualification of this prospectus and launch of the marketplace described in this prospectus. During the first twelve months following qualification, management expects the principal focus of LOF and LOFF to be the commencement and development of marketplace operations, including borrower and investor onboarding, listings, subscriptions, originations, assignments to LOFF, Note issuances, servicing, compliance, reporting, vendor relationships, underwriting-assumption refinement and required updates to offering materials.

LOFF is a special purpose vehicle with no employees and is expected to rely on the Platform Operator, and potentially other third-party service providers, to perform substantially all day-to-day operational, administrative, and servicing functions. LOFF's ability to implement its plan of operations will therefore depend in significant part on the Platform Operator's ability to continue providing the Services and on LOF's ability to provide capital support, directly and through the arrangements contemplated by the Administration Agreement and the other transaction documents. LOFF's standalone financial resources are limited, and LOF expects to support LOFF through capital contributions as needed, although LOF is not obligated to do so.

Management's current plan of operations also contemplates maintaining sufficient operational and financial capacity to continue servicing outstanding Borrower Loans and Notes in a runoff scenario, through final maturity, including the 120-day extension; for the longest currently offered Notes, that objective may extend up to 24 months plus 120 days (approximately 28 months) after the final issuance. This is an objective only, not a guarantee of liquidity, personnel, vendor support or replacement arrangements.

Although management expects that qualification of this prospectus and commencement of marketplace operations will improve LOF's and LOFF's ability to support their business through operating cash generation and fee income, there can be no assurance that marketplace adoption, borrower or investor demand, credit performance, liquidity, or other factors will develop as management currently expects. As a result, actual operations, timing, and capital needs may differ materially from management's current plan.

Trend Information

Because LOF and LOFF have not yet commenced material revenue-generating marketplace operations, management does not believe that historical operating trends are yet meaningful as an indicator of future performance. Instead, management expects that LOF's and LOFF's future results of operations, financial condition, and prospects will be materially influenced by a number of developing trends, uncertainties, and other factors, including the extent to which LOF and LOFF are able to attract qualified borrowers and eligible investors to the marketplace, the credit performance of Borrower Loans, the adequacy of the Platform Operator's underwriting models and Risk Rating methodology, the level of borrower delinquencies, defaults, prepayments and recoveries, the availability and cost of capital and liquidity, the effectiveness and continuity of servicing and other operational functions, and the extent to which LOF and LOFF are able to maintain the technology, compliance, and reporting infrastructure necessary to support the marketplace.

Management also expects that future operating results may be materially affected by general economic and market conditions, including prevailing interest rates, inflation, unemployment levels, consumer confidence, competition in the consumer lending and investment markets, and broader conditions affecting borrower repayment behavior and investor demand. In addition, management expects that future operations may be influenced by legal and regulatory developments affecting marketplace lending, consumer lending, securities offerings, privacy and data protection, debt collection, and related compliance obligations.

LEGAL MATTERS

During the two years preceding the date of this prospectus, Mr. Randall has not been the subject of, or involved in, any bankruptcy petition, insolvency proceeding or court-appointed receivership, whether in his individual capacity, as a general partner of any partnership, or as an executive officer of any corporation or other business association. Mr. Randall has not been convicted in any criminal proceeding.

EXPERTS

The consolidated financial statements of LOF and LOFF as of July 21, 2026, December 31, 2025 and 2024, and for the related periods, included in this prospectus have been reviewed by Justin R. Kruse, CPA PLLC, independent certified public accountant, as stated in its report appearing herein, and are included in reliance upon that report and the firm's authority as an expert in accounting and review matters. The supplementary consolidating information included in this prospectus was subjected to the review procedures described in the accountant's report. No expert named in this prospectus was retained on a contingent-fee basis, and no such expert has a material interest in LOF or LOFF or a connection as promoter, underwriter, voting trustee, managing member, officer or employee.

FINANCIAL STATEMENTS

Reviewed Financial Statements

LOF and LOFF believe they qualify as small business issuers and that this $600,000 offering qualifies as a small business offering under applicable Texas law. Accordingly, the accompanying consolidated financial statements of LOF and its wholly owned subsidiary, LOFF, have been reviewed rather than audited. Justin R. Kruse, CPA PLLC, an independent certified public accountant, conducted the review in accordance with the AICPA's Statements on Standards for Accounting and Review Services. A review provides limited assurance and is substantially less in scope than an audit; the accountant does not express an audit opinion. The supplementary consolidating information presents LOF and LOFF separately and was subjected to the review procedures described in the accountant's report.

To the Managing Member of Live Oak Financial LLC and
the President of Live Oak Financial Funding LLC
Austin, TX

INDEPENDENT ACCOUNTANT'S REVIEW REPORT

We have reviewed the accompanying consolidated financial statements of Live Oak Financial LLC and its wholly owned subsidiary, Live Oak Financial Funding LLC (collectively, the "Company"), which comprise the balance sheets as of July 21, 2026, December 31, 2025 and 2024 and the related statements of operations, changes in members' equity, and cash flows for the period from January 1, 2026 through July 21, 2026 and the Year Ended December 31, 2025, and the Period June 12, 2024 (Inception) through December 31, 2024, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the consolidated financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of the accompanying consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the accompanying consolidated financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility

Our responsibility is to conduct the review in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the consolidated financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our reviews.

Accountant's Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying consolidated financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Substantial Doubt About the Company's Ability to Continue as a Going Concern

The accompanying consolidated financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 3 to the consolidated financial statements, the Company has incurred recurring losses and has not commenced its planned lending activities pending regulatory authorization. These conditions raise substantial doubt about the Company's ability to continue as a going concern for one year after the date the consolidated financial statements are available to be issued. Management's evaluation of these conditions and its plans regarding these matters are also described in Note 3. The consolidated financial statements do not include any adjustments that might result from the outcome of this uncertainty. Our conclusion is not modified with respect to this matter.

Supplementary Information

The accompanying supplementary consolidating information is presented for purposes of additional analysis of the consolidated financial statements and is not a required part of the basic consolidated financial statements. Such information is the responsibility of management and was derived from, and relates directly to, the underlying accounting and other records used to prepare the consolidated financial statements. The supplementary consolidating information has been subjected to the review procedures applied in our review of the basic consolidated financial statements. We are not aware of any material modifications that should be made to the supplementary consolidating information. We have not audited the supplementary consolidating information and do not express an opinion on such information.

Justin Kruse, CPA

Justin R. Kruse, CPA PLLC

Aubrey, Texas

August 28, 2026

LIVE OAK FINANCIAL LLC

Consolidated Balance Sheets (Unaudited)

	July 21, 2026	December 31, 2025	December 31, 2024
ASSETS			
Current Assets:			
Cash and cash equivalents	88,862	66,773	60
Total Current Assets	**88,862**	**66,773**	**60**
Non-Current Assets:			
Property and equipment, net	345	399	34
Total Non-Current Assets	**345**	**399**	**34**
TOTAL ASSETS	**89,207**	**67,172**	**94**
LIABILITIES AND MEMBERS' EQUITY			
Liabilities:			
Accounts payable	975	-	-
Total Current Liabilities	**975**	**-**	**-**
Members' Equity:			
Capital Accounts	100,387	73,387	1,777
Less: distributions	(1,030)	(1,030)	(1,030)
Members' equity	**99,357**	**72,357**	**747**
Accumulated loss	(11,126)	(5,186)	(653)
Total Members' Equity	**88,231**	**67,172**	**94**
TOTAL LIABILITIES AND MEMBERS' EQUITY	**89,207**	**67,172**	**94**

See accompanying Independent Accountant's Review Report and accompanying notes to the financial statements, which are an integral part of these financial statements.

LIVE OAK FINANCIAL LLC

Consolidated Statements of Operations (Unaudited)

	January 1 through July 21, 2026	Fiscal year ended December 31, 2025	June 12, 2024 (Inception) through December 31, 2024
Operating Expenses:			
General and administrative	5,955	3,428	39
License and fees	421	1,963	-
Sales and marketing	305	-	606
Depreciation	54	86	8
Total Operating Expenses	**6,734**	**5,476**	**653**
Income from operations	**(6,734)**	**(5,476)**	**(653)**
Other Income:			
Interest income	794	943	-
Total Other Income	**794**	**943**	**-**
Net loss	**(5,940)**	**(4,533)**	**(653)**

See accompanying Independent Accountant's Review Report and accompanying notes to the financial statements, which are an integral part of these financial statements.

LIVE OAK FINANCIAL LLC

Consolidated Statements of Cash Flows (Unaudited)

	January 1 through July 21, 2026	Fiscal year ended December 31, 2025	June 12, 2024 (Inception) through December 31, 2024
Cash flows from operating activities			
Net loss	(5,940)	(4,533)	(653)
Adjustments to reconcile net loss to net cash used in operating activities:			
Depreciation	54	86	8
Increase in accounts payable and other current liabilities	975	-	-
Net cash used in operating activities	**(4,911)**	**(4,447)**	**(644)**
Cash flows from financing activities			
Capital contributions, net	27,000	71,160	1,734
Distributions	-	-	(1,030)
Net cash provided by financing activities	**27,000**	**71,160**	**704**
Net change in cash	**22,089**	**66,713**	**60**
Cash at beginning of the year	66,773	60	-
Cash at end of the year	**88,862**	**66,773**	**60**
Supplemental disclosure of non cash financing activities			
Non-cash acquisitions of assets	-	450	43

See accompanying Independent Accountant's Review Report and accompanying notes to the financial statements, which are an integral part of these financial statements.

LIVE OAK FINANCIAL LLC

Consolidated Statements of Changes in Members' Equity (Unaudited)

	Capital Accounts	Accumulated Losses	Total Members' Equity
Balance June 12, 2024 (Inception)			
Net loss	-	(653)	(653)
Contributions	1,734	-	1,734
In-kind contributions	43	-	43
Distributions	(1,030)	-	(1,030)
Balance December 31, 2024	**747**	**(653)**	**94**
Net loss	-	(4,533)	(4,533)
Contributions	71,160	-	71,160
In-kind contributions	450	-	450
Balance at December 31, 2025	**72,357**	**(5,186)**	**67,172**
Net loss	-	(5,940)	(5,940)
Contributions	27,000	-	27,000
Balance at July 21, 2026	**99,357**	**(11,126)**	**88,231**

See accompanying Independent Accountant's Review Report and accompanying notes to the financial statements, which are an integral part of these financial statements.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

As of July 21, 2026, December 31, 2025 and December 31, 2024

NOTE 1 - ORGANIZATION AND NATURE OF OPERATIONS

Live Oak Financial LLC (the "Parent") is a Texas single-member limited liability company established on June 12, 2024. The Parent intends to operate as a peer-to-peer online credit marketplace through which borrowers may obtain unsecured loans. The Parent is currently in the pre-revenue stage and is incurring losses as it prepares to commence its planned lending activities.

In March 2026, the Parent formed a wholly owned subsidiary, Live Oak Financial Funding LLC (the "Subsidiary"), a Texas limited liability company, to help legally facilitate its planned Peer-to-Peer lending service in the State of Texas. Under the planned structure, the Parent will originate and underwrite unsecured consumer loans (the "Borrower Loans") and will retain the origination fees charged to borrowers. The Subsidiary will issue debt securities to investors and use the related proceeds to purchase Borrower Loans originated by the Parent. The Subsidiary will hold the purchased Borrower Loans and receive borrower payments thereon. From the interest portion of borrower payments actually received, the Subsidiary will pay the Parent servicing and administration fees in accordance with the applicable arrangements between the Parent and the Subsidiary.

Both Live Oak Financial LLC and Live Oak Financial Funding LLC are collectively referred to herein as the "Company," unless otherwise indicated.

As of July 21, 2026 the Company has not commenced its planned lending activities due to pending authorization from the Texas State Securities Board.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP"). Amounts presented in the consolidated financial statements and supplementary information are stated in whole dollars; accordingly, certain amounts may not sum precisely due to rounding.

Principles of Consolidation

The consolidated financial statements include the accounts of Live Oak Financial LLC and its wholly owned subsidiary, Live Oak Financial Funding LLC. All significant intercompany balances and transactions have been eliminated in consolidation.

Consolidation for U.S. GAAP purposes does not alter the entities' separate legal identities. Assets belonging to the Parent are not available to satisfy obligations of the Subsidiary, and vice versa.

Use of Estimates and Assumptions

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

The Company considers all highly liquid investments with original maturities of three months or less when purchased to be cash equivalents. As of July 21, 2026, December 31, 2025 and December 31, 2024, the Company held cash in various banking institutions in the amounts of $88,862, $66,773, and $60, respectively.

Property and Equipment

Property and equipment capitalized at cost when the asset meets the Company's capitalization policy equal to or greater than $250 per asset. Depreciation is recorded using the straight-line method over the estimated useful lives of assets. The Company reviews the recoverability of all long-lived assets, including the related useful lives, whenever events or changes in circumstances indicate that the carrying amount of a long-lived asset might not be recoverable. Property and equipment as of July 21, 2026, December 31, 2025 and 2024 are as follows:

	2026	2025	2024
Office and computer equipment	485	485	42
Less: accumulated depreciation	(140)	(86)	(8)
Property and equipment, net	**345**	**399**	**34**

Fair Value of Financial Instruments

The carrying amounts of cash and cash equivalents, accounts payable and other current liabilities approximate their fair values due to the short-term nature of these instruments.

Revenue Recognition

The Company intends to provide short-term financing to customers. Loans receivable will be recorded at the principal amount advanced to borrowers, adjusted for applicable fees, discounts, premiums, and other amounts as required by U.S. GAAP. Interest income will be recognized over the contractual term of the loans using the applicable interest method. The Company will evaluate loans receivable for expected credit losses in accordance with applicable U.S. GAAP.

As of July 2026, the Company is operating under a pre-revenue state and has not recognized any revenue, issued loans receivable, or interest income related to operations as of July 21, 2026.

Interest Income

The Company recognized interest income from cash balances maintained with financial institutions.

Advertising and Marketing Costs

Advertising and marketing costs are expensed as incurred.

Income Taxes

The Company and its wholly owned subsidiary are limited liability companies formed in the State of Texas. For federal income tax purposes, the Company and its subsidiary are treated as disregarded entities, and their taxable income or loss is included in the tax return of its managing member. Accordingly, no provision for federal income taxes has been recorded in the accompanying consolidated financial statements. The Company is subject to Texas franchise tax requirements, as applicable.

NOTE 3 - GOING CONCERN

The accompanying financial statements have been prepared assuming the Company will continue as a going concern. As reflected in the accompanying financial statements, the Company incurred net losses of approximately $5,940, $4,533, and $653 during the period from January 1, 2026 through July 21, 2026, the year ended December 31, 2025, and the period June 12, 2024 (inception) through December 31, 2024, respectively. As of July 21, 2026, the Company had not commenced its planned lending activities and remained dependent upon obtaining the regulatory authorization and licensing necessary to commence operations and generate revenue.

These conditions, among others, raise substantial doubt about the Company’s ability to continue as a going concern for the next twelve months after the date the financial statements are available to be issued.

Management plans to mitigate these concerns by obtaining regulatory authorization and licensing necessary to conduct lending operations within the State of Texas to generate revenues to cover operating expenses. If the Company is unable to obtain the regulatory qualification from the Texas State Securities Board and additional regulatory lending licensure, the Company may be unable to commence operations to generate sufficient revenues to continue as a going concern. No assurance can be given that the Company will be successful in this effort to obtain regulatory approval or be successful in their endeavors should approval be granted. Accordingly, substantial doubt about the Company’s ability to continue as a going concern has not been alleviated. The consolidated financial statements do not include any adjustments that might result from the outcome of this uncertainty.

NOTE 4 - MEMBERS' EQUITY

The Parent and Subsidiary are Texas limited liability companies governed by their respective company agreements. Ownership interests are represented by membership interests.

Members may make capital contributions in cash and property, or other consideration as approved in accordance with the Company Agreement. Additional capital contributions are not required unless a member has entered into a written enforceable commitment to contribute additional capital.

Net profits and losses, together with distributions, are allocated among the members in accordance with the provisions of the Company Agreement based on each member's ownership interest or other special allocation provisions, if applicable.

In-Kind Contributions

Non-cash assets contributed to the Company by the managing member are recorded at their fair market value at the time of transfer, increasing the member's capital account.

NOTE 5 - COMMITMENT AND CONTINGENCIES

As of July 21, 2026, the Company had no material commitments.

The Company's ability to commence its planned lending activities is subject to regulatory approval by the Texas State Securities Board. If the Company is unable to obtain the regulatory authorization and licensing necessary to commence its planned lending activities, the Company may be unable to commence operations.

NOTE 6 - SUBSEQUENT EVENTS

Management's Evaluation

Management has evaluated subsequent events through August 28, 2026, the date the consolidated financial statements were available to be issued.

Subsequent Contribution of Intellectual Property

On August 19, 2026, a related party contributed to the Subsidiary ownership rights in certain self-developed proprietary marketplace technology intended to facilitate the Company's planned online lending operations following receipt of the required regulatory approvals and licensure. The Subsidiary did not pay cash consideration or issue additional equity interests in connection with the transfer.

The transfer occurred subsequent to July 21, 2026 and, accordingly, no amounts related to the contributed intellectual property have been recognized in the accompanying consolidated financial statements as of July 21, 2026. The financial effect of the contribution on periods subsequent to July 21, 2026 has not yet been determined.

See accompanying Independent Accountant's Review Report.

SUPPLEMENTARY CONSOLIDATING INFORMATION

LIVE OAK FINANCIAL LLC AND ITS WHOLLY OWNED SUBSIDIARY, LIVE OAK FINANCIAL FUNDING LLC

The accompanying supplementary consolidating information is presented for purposes of additional analysis of the consolidated financial statements and is not a required part of the basic consolidated financial statements.

The supplementary consolidating information presents certain financial information separately for Live Oak Financial LLC (the "Parent"), Live Oak Financial Funding LLC (the "Subsidiary"), consolidation and elimination adjustments, and the resulting consolidated amounts. The supplementary consolidating information is the responsibility of management and is derived from, and relates directly to, the underlying accounting and other records used to prepare the consolidated financial statements.

The supplementary consolidating information does not constitute separate financial statements of the Parent or the Subsidiary and should not be interpreted as a separate review engagement or separate accountant's conclusion with respect to either entity.

See Independent Accountant's Review Report.

Balance Sheets - Supplementary Disclosure

As of July 21, 2026, December 31, 2025, and December 31, 2024 (Unaudited)

For the period January 1 through July 21, 2026

	Live Oak Financial	Live Oak Financial Funding (1)	Eliminations	Total
Assets				
Operating Cash	36,759	52,103	-	88,862
Capital contributed to Subsidiary	28,000	-	(28,000)	-
Property And Equipment, net	345	-	-	345
Total Assets	**65,104**	**52,103**	**(28,000)**	**89,207**
Current Liabilities				
Accounts Payable	975	-	-	975
Equity				
Capital Contribution	72,387	56,000	(28,000)	100,387
Accumulated loss	(5,186)	-	-	(5,186)
Capital Distribution	(1,030)	-	-	(1,030)
Current Period Net Loss	(2,043)	(3,897)	-	(5,940)
Total Equity	**64,129**	**52,103**	**(28,000)**	**88,231**
Total Liabilities And Equity	**65,104**	**52,103**	**(28,000)**	**89,207**

(1) Live Oak Financial Funding LLC was formed March 30, 2026. The activity presented within this Supplementary disclosure covers March 30, 2026 (inception) through July 21, 2026.

As of December 31, 2025

	Live Oak Financial	Live Oak Financial Funding (1)	Eliminations	Total
Assets				
Operating Cash	66,773	-	-	66,773
Capital contributed to Subsidiary	-	-	-	-
Property And Equipment, net	399	-	-	399
Total Assets	**67,172**	**-**	**-**	**67,172**
Current Liabilities				
Accounts Payable	-	-	-	-
Equity				
Capital Contribution	73,387	-	-	73,387
Accumulated loss	(653)	-	-	(653)
Capital Distribution	(1,030)	-	-	(1,030)
Current Period Net Loss	(4,533)	-	-	(4,533)
Total Equity	**67,172**	**-**	**-**	**67,172**
Total Liabilities And Equity	**67,172**	**-**	**-**	**67,172**

(1) Live Oak Financial Funding LLC was formed March 30, 2026. The activity presented within this Supplementary disclosure covers March 30, 2026 (inception) through July 21, 2026.

As of December 31, 2024

	Live Oak Financial	Live Oak Financial Funding (1)	Eliminations	Total
Assets				
Operating Cash	60	-	-	60
Capital contributed to Subsidiary	-	-	-	-
Property And Equipment, net	34	-	-	34
Total Assets	**94**	**-**	**-**	**94**
Current Liabilities				
Accounts Payable	-	-	-	-
Equity				
Capital Contribution	1,777	-	-	1,777
Accumulated loss	-	-	-	-
Capital Distribution	(1,030)	-	-	(1,030)
Current Period Net Loss	(653)	-	-	(653)
Total Equity	**94**	**-**	**-**	**94**
Total Liabilities And Equity	**94**	**-**	**-**	**94**

(1) Live Oak Financial Funding LLC was formed March 30, 2026. The activity presented within this Supplementary disclosure covers March 30, 2026 (inception) through July 21, 2026.

Statements of Income - Supplementary Disclosure

For the Periods Ended July 21, 2026, December 31, 2025, and December 31, 2024 (Unaudited)

For the period January 1 through July 21, 2026

	Live Oak Financial	Live Oak Financial Funding (1)	Eliminations	Total
Operating Expenses				
General and administrative	1,855	4,100	-	5,955
Professional Fees	-	-	-	-
License and fees	421	-	-	421
Sales and marketing	305	-	-	305
Depreciation	54	-	-	54
Total Operating Expenses	**2,634**	**4,100**	**-**	**6,734**
Operating loss	(2,634)	(4,100)	-	(6,734)
Net loss	-	-	-	-
Miscellaneous income	591	203	-	794
Other Expense	-	-	-	-
Net loss	**(2,043)**	**(3,897)**	**-**	**(5,940)**

(1) Live Oak Financial Funding LLC was formed March 30, 2026. The activity presented within this Supplementary disclosure covers March 30, 2026 (inception) through July 21, 2026.

For the year ended December 31, 2025

	Live Oak Financial	Live Oak Financial Funding (1)	Eliminations	Total
Operating Expenses				
General and administrative	3,428	-	-	3,428
Professional Fees	-	-	-	-
License and fees	1,963	-	-	1,963
Sales and marketing	-	-	-	-
Depreciation	86	-	-	86
Total Operating Expenses	**5,477**	**-**	**-**	**5,477**
Operating loss	(5,477)	-	-	(5,477)
Net loss	-	-	-	-
Miscellaneous income	943	-	-	943
Other Expense	-	-	-	-
Net loss	**(4,533)**	**-**	**-**	**(4,533)**

(1) Live Oak Financial Funding LLC was formed March 30, 2026. The activity presented within this Supplementary disclosure covers March 30, 2026 (inception) through July 21, 2026.

For the period June 12, 2024 (inception) through December 31, 2024

	Live Oak Financial	Live Oak Financial Funding (1)	Eliminations	Total
Operating Expenses				
General and administrative	39	-	-	39
Professional Fees	-	-	-	-
License and fees	-	-	-	-
Sales and marketing	606	-	-	606
Depreciation	8	-	-	8
Total Operating Expenses	**653**	**-**	**-**	**653**
Operating loss	(653)	-	-	(653)
Net loss	-	-	-	-
Miscellaneous income	-	-	-	-
Other Expense	-	-	-	-
Net loss	**(653)**	**-**	**-**	**(653)**

(1) Live Oak Financial Funding LLC was formed March 30, 2026. The activity presented within this Supplementary disclosure covers March 30, 2026 (inception) through July 21, 2026.

Statements of Cash Flows - Supplementary Disclosure

For the Periods Ended July 21, 2026, December 31, 2025, and December 31, 2024 (Unaudited)

For the period January 1 through July 21, 2026

	Live Oak Financial	Live Oak Financial Funding (1)	Eliminations	Total
Operating Activities				
Net loss	(2,043)	(3,897)	-	(5,940)
Depreciation And Amortization	54	-	-	54
Increase in accounts payable and other liabilities	975	-	-	975
Net Cash Provided By Operating Activities	**(1,014)**	**(3,897)**	**-**	**(4,911)**
Investing Activities				
Capital contributed to Subsidiary	(28,000)	-	28,000	-
Net Cash Provided By Investing Activities	**(28,000)**	**-**	**28,000**	**-**
Financing Activities				
Capital Contribution	(1,000)	56,000	(28,000)	27,000
Capital Distribution	-	-	-	-
Net Cash Provided By Financing Activities	**(1,000)**	**56,000**	**(28,000)**	**27,000**
Net Change In Cash	**(30,014)**	**52,103**	**-**	**22,089**
Cash At Beginning Of Period	66,773	-	-	66,773
Cash At End Of Period	**36,759**	**52,103**	**-**	**88,862**
Supplemental Non-cash Activity				
Non-cash Asset Acquisitions	-	-	-	-

(1) Live Oak Financial Funding LLC was formed March 30, 2026. The activity presented within this Supplementary disclosure covers March 30, 2026 (inception) through July 21, 2026.

For the year ended December 31, 2025

	Live Oak Financial	Live Oak Financial Funding (1)	Eliminations	Total
Operating Activities				
Net loss	(4,533)	-	-	(4,533)
Depreciation And Amortization	86	-	-	86
Increase in accounts payable and other liabilities	-	-	-	-
Net Cash Provided By Operating Activities	**(4,447)**	**-**	**-**	**(4,447)**
Investing Activities				
Capital contributed to Subsidiary	-	-	-	-
Net Cash Provided By Investing Activities	**-**	**-**	**-**	**-**
Financing Activities				
Capital Contribution	71,160	-	-	71,160
Capital Distribution	-	-	-	-
Net Cash Provided By Financing Activities	**71,160**	**-**	**-**	**71,160**
Net Change In Cash	**66,713**	**-**	**-**	**66,713**
Cash At Beginning Of Period	60	-	-	60
Cash At End Of Period	**66,773**	**-**	**-**	**66,773**
Supplemental Non-cash Activity				
Non-cash Asset Acquisitions	450	-	-	450

(1) Live Oak Financial Funding LLC was formed March 30, 2026. The activity presented within this Supplementary disclosure covers March 30, 2026 (inception) through July 21, 2026.

For the period June 12, 2024 (inception) through December 31, 2024

	Live Oak Financial	Live Oak Financial Funding (1)	Eliminations	Total
Operating Activities				
Net loss	(653)	-	-	(653)
Depreciation And Amortization	8	-	-	8
Increase in accounts payable and other liabilities	-	-	-	-
Net Cash Provided By Operating Activities	**(644)**	**-**	**-**	**(644)**
Investing Activities				
Capital contributed to Subsidiary	-	-	-	-
Net Cash Provided By Investing Activities	**-**	**-**	**-**	**-**
Financing Activities				
Capital Contribution	1,734	-	-	1,734
Capital Distribution	(1,030)	-	-	(1,030)
Net Cash Provided By Financing Activities	**704**	**-**	**-**	**704**
Net Change In Cash	**60**	**-**	**-**	**60**
Cash At Beginning Of Period	-	-	-	-
Cash At End Of Period	**60**	**-**	**-**	**60**
Supplemental Non-cash Activity				
Non-cash Asset Acquisitions	43	-	-	43

(1) Live Oak Financial Funding LLC was formed March 30, 2026. The activity presented within this Supplementary disclosure covers March 30, 2026 (inception) through July 21, 2026.

Statements of Members' Equity - Supplementary Disclosure

From June 12, 2024 (Inception) through July 21, 2026 (Unaudited)

For the period January 1 through July 21, 2026

	Live Oak Financial	Live Oak Financial Funding (1)	Eliminations	Total
Beginning Members' Equity	67,172	-	-	67,172
Capital Contributions	(1,000)	56,000	(28,000)	27,000
Distributions To Members	-	-	-	-
Net loss	(2,043)	(3,897)	-	(5,940)
Ending Members' Equity	**64,129**	**52,103**	**(28,000)**	**88,231**

(1) Live Oak Financial Funding LLC was formed March 30, 2026. The activity presented within this Supplementary disclosure covers March 30, 2026 (inception) through July 21, 2026.

For the year ended December 31, 2025

	Live Oak Financial	Live Oak Financial Funding (1)	Eliminations	Total
Beginning Members' Equity	94	-	-	94
Capital Contributions	71,610	-	-	71,610
Distributions To Members	-	-	-	-
Net loss	(4,533)	-	-	(4,533)
Ending Members' Equity	**67,172**	**-**	**-**	**67,172**

(1) Live Oak Financial Funding LLC was formed March 30, 2026. The activity presented within this Supplementary disclosure covers March 30, 2026 (inception) through July 21, 2026.

For the period June 12, 2024 (inception) through December 31, 2024

	Live Oak Financial	Live Oak Financial Funding (1)	Eliminations	Total
Beginning Members' Equity	-	-	-	-
Capital Contributions	1,777	-	-	1,777
Distributions To Members	(1,030)	-	-	(1,030)
Net loss	(653)	-	-	(653)
Ending Members' Equity	**94**	**-**	**-**	**94**

(1) Live Oak Financial Funding LLC was formed March 30, 2026. The activity presented within this Supplementary disclosure covers March 30, 2026 (inception) through July 21, 2026.

See accompanying Independent Accountant's Review Report.