Subscription Agreement

IMPORTANT NOTICES (TEXAS INTRASTATE / RULE 147A; TRANSFER RESTRICTIONS; HIGH DEGREE OF RISK).

(1) No federal registration. The Securities have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), and are being offered and sold in reliance on Rule 147A under the Securities Act and pursuant to registration by qualification under the Texas Securities Act.

(2) Sales only to Texas residents. The Securities will be sold only to persons resident in the State of Texas (as determined in accordance with SEC Rule 147A). Any subscription submitted by a person that is not a Texas resident may be rejected and/or reversed.

(3) Federal intrastate resale restriction. For a period of six (6) months from the date of sale of any Security, any resale of such Security (or any interest therein) shall be made only to persons resident within the State of Texas.

(4) No public market; illiquidity. There is no established secondary market for the Securities. You should be prepared to hold any Note you purchase, together with its attached LOF Management Right, until maturity (which may be extended as described in the Indenture and the applicable Note).

(5) Payment dependency; possible loss of principal. Payments on each Note are dependent on Borrower Loan Net Payments received by or on behalf of the Company on the corresponding Borrower Loan and are subject to the limitations described in the Indenture and the applicable Note. You may lose some or all of your investment.

(6) Not a bank deposit; no governmental insurance. The Securities are not bank deposits and are not insured by the FDIC or any other governmental agency.

This Subscription Agreement (this "Agreement") is entered into as of the date the Subscriber executes this Agreement (the "Execution Date"), by and among:

- Live Oak Financial Funding LLC, a Texas limited liability company (the "Company" or "LOFF"), solely in its capacity as issuer of the Notes;
- Live Oak Financial LLC, a Texas limited liability company ("LOF"), solely in its capacity as issuer of the LOF Management Rights; and
- The person or entity executing this Agreement (the "Subscriber").

LOFF and LOF are each an "Issuer" and collectively, the "Issuers." Each Issuer and the Subscriber is a "Party" and collectively, the "Parties."

Recitals

A. The Company owns an online marketplace platform, operated on its behalf by the Platform Operator, through which individual consumer borrowers request consumer loans ("Borrower Loans") and investors commit to purchase Securities consisting of Notes issued in one or more series, each series corresponding to a single Borrower Loan, together with attached LOF Management Rights.

B. The Company has entered into, or will enter into, the Administration Agreement governing its corporate administration, Platform operation, and loan and note servicing.

C. Notes issued by the Company are issued and governed by a Borrower Payment Dependent Notes Indenture (as amended or supplemented from time to time, the "Indenture") under which the Company appoints an independent agent to act, not in its individual capacity except as expressly provided in the Indenture, as indenture agent, collateral agent, secured party and representative of the Holders (in such capacities, the "Indenture Agent").

D. Subscriber desires to subscribe for and purchase one or more Securities, and the Issuers desire to accept Subscriber's Subscription as one indivisible subscription for a Note and its attached LOF Management Right, subject to the terms and conditions of this Agreement, the Indenture, and the Offering Documents (as defined below).

Accordingly, the Parties agree as follows:

1. Definitions; incorporation by reference

1.1. Defined terms

Capitalized terms not otherwise defined in this Agreement have the meanings given to them in the Indenture or the Investor Registration Agreement (as defined below), as applicable.

As used in this Agreement:

- "Acceptance" means the Issuers' joint acceptance of the same portion of Subscriber's Subscription, which occurs only at the applicable Series Closing Time. A single notice or electronic event from or on behalf of the Issuers may evidence Acceptance but does not establish an earlier time of Acceptance.
- "Acceptance Date" means the date on which Acceptance occurs for a Subscription.
- "Series Closing Time" means the time at which the proceeds of the corresponding Borrower Loan are credited to the Borrower's designated bank account or, if the Borrower directs payment to a third party under the applicable Borrower Loan Documents, credited to that third party's account.
- "Investor Registration Agreement" means the investor registration agreement entered into by Subscriber in connection with the Company's platform, as may be amended from time to time (the "IRA").
- "Offering Documents" means, collectively, the then-current Company prospectus, any amendments or formal supplements, and any Listings, Listing Reports, Series Reports, Series Supplements or other documents expressly identified by the Company as offering materials or marketplace reports for the Securities.
- "Securities" means the Notes issued solely by LOFF together with the attached LOF Management Rights issued solely by LOF. Each accepted Subscription for a Note includes the corresponding attached LOF Management Right; neither component may be subscribed for, accepted, issued or transferred separately except as expressly provided in the Offering Documents. No separate purchase price is allocated to the LOF Management Right, and LOF receives no separate offering proceeds.
- "Platform" means the Company's online marketplace platform located at www.crowdcash.cc and/or any successor website, application or interface.
- "Subscription" means Subscriber's irrevocable and indivisible offer to the Issuers to purchase Securities submitted pursuant to this Agreement and the Subscription Terms.
- "Subscription Terms" means the Note purchase terms reflected on the Platform at the time Subscriber submits a Subscription and/or set forth in Exhibit A (including the applicable series identifier(s), principal amount, stated interest rate, maturity and purchase price).

1.2. Relationship to other documents

(a) Series terms; Indenture controls. Subscriber acknowledges and agrees that each Note is governed by and subject to the Indenture and the applicable Note, and that the Indenture (together with the applicable Note, the related Series Report and any applicable Series Supplement) controls with respect to the Note terms, payment mechanics, servicing standards, Events of Default, remedies, collateral, transfer restrictions, limited recourse, no recourse, no petition, collective enforcement and related matters. By accepting a Note, Subscriber will be bound as a Holder by the Indenture.

(b) Investor Registration Agreement; platform terms. The IRA is incorporated into this Agreement by reference solely with respect to Subscriber's Platform registration, Platform Account access and use, Linked Bank Account information, electronic records, notices, and Platform conduct restrictions. Subscriber reaffirms, as of the Execution Date and as of the Acceptance Date, each representation, warranty, acknowledgement and covenant made by Subscriber in the IRA to the extent relating to those matters.

(c) Priority. If there is a conflict among this Agreement, the IRA, the Indenture, the applicable Note, the related Series Report, any Series Supplement for the applicable series, the Prospectus or any formal supplement to the Prospectus, the following controls: (i) the Indenture, the applicable Note, the related Series Report and any Series Supplement for the applicable series control with respect to Note terms, Holder rights, payment mechanics, servicing standards, Events of Default, remedies, collateral, transfer restrictions, limited recourse, no recourse, no petition, collective enforcement and related matters; (ii) this Agreement controls with respect to subscription formation, purchase price, Acceptance, rejection, allocation, payment authorization, reversals and clawbacks, and Subscriber's purchase-specific representations, warranties, acknowledgements and covenants; and (iii) the IRA controls with respect to Platform registration, Platform Account access and use, Linked Bank Account information, electronic records, notices, and Platform conduct restrictions.

2. Subscription

2.1. Subscription; purchase price

(a) Offer to purchase. Subject to the terms and conditions of this Agreement, Subscriber hereby irrevocably subscribes for and offers to purchase the Securities described in the Subscription Terms.

(b) Purchase price. Unless otherwise specified in the Offering Documents for the applicable series, the purchase price for the Securities is 100% of the stated principal amount of the related Note. No separate purchase price is allocated to the attached LOF Management Right.

(c) Irrevocable; no withdrawal by Subscriber. Subscriber acknowledges and agrees that, except as may be required by applicable law, Subscriber may not cancel, revoke or withdraw a Subscription after it is submitted.

2.2. Acceptance; binding effect

(a) Issuer discretion. The Issuers may jointly accept or reject any Subscription in whole or in part, in their discretion, including for compliance, eligibility, suitability, operational, or other reasons, and may act through an authorized agent for this purpose.

(b) Binding upon Acceptance. No Subscription shall be binding on either Issuer unless and until Acceptance occurs. Upon Acceptance, a binding agreement of purchase and sale for the accepted Securities shall arise among the Issuers and Subscriber on the terms set forth in this Agreement, the IRA, the Indenture, and the applicable Offering Documents. LOFF accepts and issues the Note, and LOF accepts and issues the corresponding attached LOF Management Right, in each case for the same accepted portion of the Subscription. As an express term of each LOF Management Right, LOF shall recognize the Person shown on the Register as Holder of the related Note as the holder of the attached LOF Management Right. The LOF Management Right shall automatically follow every permitted transfer of the related Note without separate action or consideration. If LOFF repurchases the Note, LOF shall concurrently repurchase the attached LOF Management Right for zero consideration. When the related Note is repurchased, paid in full, cancelled, discharged under the Indenture or otherwise ceases to be Outstanding, the attached LOF Management Right shall automatically cease to be outstanding and shall be cancelled or retired on the unified Register. No such cancellation or retirement waives any accrued contractual claim or non-waivable right or remedy under applicable securities law or other non-waivable law.

(c) Rejection. If a Subscription is rejected, neither Issuer will issue its component of the applicable Securities to Subscriber. Any funds or credits collected from Subscriber in connection with such rejected Subscription (if any) will be returned or reversed in accordance with the IRA and applicable payment network rules, subject to the Company's rights under Section 3 (including reversals and clawbacks).

(d) Oversubscription; allocation; reduced debits. Subscriber acknowledges that a series may become fully subscribed or oversubscribed, including as a result of simultaneous subscription activity. The Issuers will not accept Subscriptions in excess of the applicable series capacity and may jointly accept Subscriptions as described in the Offering Documents. To the extent Subscriber's submitted Subscription exceeds the portion accepted by the Issuers, the excess portion will be rejected or cancelled, and Subscriber authorizes the Company to debit only the purchase price of the accepted portion.

3. Payment authorization; credits and debits; reversals and clawbacks

3.1. Authorization generally

Subscriber authorizes the Company (and its designees, including the Platform Operator, the Servicer, any Paying Agent, and any payment processors or other agents acting on behalf of the Company) to:

- debit Subscriber's linked bank account (or other authorized funding source) for (i) the purchase price of any Subscription designated for Acceptance and (ii) any other debits authorized under this Agreement or the IRA; and
- credit Subscriber's linked bank account (or other authorized receiving account) for payments due on Notes (if any) and other credits as contemplated by the IRA, the Indenture and the Offering Documents.

3.2. Variable-amount debits; advance notice

(a) Variable-amount debits. Subscriber acknowledges and agrees that debits and credits may vary in amount.

(b) Advance notice of debits.

(i) Purchase Price Debits. Subscriber authorizes the Company to initiate a one-time ACH debit from Subscriber's linked bank account in an amount equal to the purchase price for the portion of a Subscription designated for Acceptance (each, a "Purchase Price Debit"). Subscriber acknowledges and agrees that (i) a Purchase Price Debit will be initiated after the applicable Listing reaches funded status as described in the Prospectus and before Acceptance, (ii) execution of this Agreement and submission of a Subscription constitutes authorization for the Purchase Price Debit, and (iii) the Subscription confirmation or debit notice provided through the Platform or by email, stating the amount and expected timing of the Purchase Price Debit, constitutes notice of the Purchase Price Debit. No additional advance notice period shall apply. A failed or returned Purchase Price Debit before Acceptance may result in rejection; after Acceptance, it does not unwind the transaction, and Subscriber remains liable for the unpaid purchase price.

(ii) Other Debits. For any other debit initiated pursuant to this Agreement (including debits relating to reversals, returned items, corrections, recovery of overpayments, indemnities, negative balances or setoff, each an "Other Debit"), the Company will provide Subscriber with written notice (including electronically through the Platform or by email) at least three (3) days prior to initiating such Other Debit, except where a shorter notice period is permitted by Applicable Law and/or the NACHA Operating Rules and the Company reasonably determines to use such shorter period.

(c) Cap on debits for reversals/clawbacks. No single debit initiated under Section 3.3 (Reversals and Clawbacks) will exceed the lesser of $5,000 or the applicable overpayment amount described in Section 3.3.

(d) Consumer authorization. If Subscriber's linked bank account is a consumer account, Subscriber intends that this Agreement and the IRA constitute written authorization for preauthorized electronic fund transfers in accordance with applicable law and payment network rules.

3.3. Reversals and clawbacks

(a) Reversals and clawbacks. Subscriber acknowledges and agrees that payments on a Note are payable only from Borrower Loan Net Payments received with respect to the corresponding Borrower Loan or from proceeds of the Collateral allocated to that series, as provided in the Indenture and applicable Note. Borrower Loan payments may be reversed (including through the ACH system), may be returned due to insufficient funds, may be rejected, or may otherwise be subject to return or chargeback. Accordingly, Subscriber acknowledges and agrees that the Company may, to the extent permitted by applicable law:

- cancel any pending credit of Note payments (if any) for any period in which the Company determines that the Company did not actually receive, or was not entitled to treat as a Borrower Loan Net Payment, the corresponding Borrower Loan payment, net of reversals, returns or chargebacks;
- initiate one or more ACH debits (or other lawful debits) from Subscriber's linked bank account in the amount of any overpayment credited or paid to Subscriber that was not payable under the Indenture, applicable Note, IRA or this Agreement (a "Clawback Amount"), subject to the notice requirement and debit cap in Section 3.2; and
- reflect any such reversal, return, chargeback, cancellation and/or Clawback Amount on Subscriber's account statement(s) and transaction history.

(b) Setoff; suspension. If Subscriber has insufficient available funds in Subscriber's linked bank account to satisfy a Clawback Amount (or any other debit authorized under this Agreement or the IRA), Subscriber authorizes the Company to (i) set off such amounts against amounts otherwise payable or credited to Subscriber through the Platform, including under any Notes to the extent permitted by the Indenture, applicable Note, IRA and applicable law, and (ii) suspend distributions and/or the Subscriber's ability to purchase additional Notes until the applicable amounts are satisfied.

(c) No waiver. The Company's failure to exercise any right under this Section 3.3 in a particular instance does not waive the Company's rights with respect to any other or subsequent reversal, return, chargeback or overpayment.

4. Subscriber representations and warranties

4.1. Texas residency; intrastate restrictions
Subscriber represents and warrants to each Issuer as of the Execution Date and as of the Acceptance Date that:

(a) Texas resident. Subscriber is a "resident" of the State of Texas within the meaning of SEC Rule 147A. If Subscriber is an entity, its "principal place of business" is located in Texas as determined under Rule 147A, it is purchasing for its own account and not as agent or nominee, and it was not formed for the specific purpose of acquiring the Securities. If Subscriber is a trust, it is deemed by the law of its state of creation to be a separate legal entity, its principal place of business is in Texas, and it was not created for the specific purpose of acquiring the Securities.

(b) Resale restriction covenant. Subscriber understands and agrees to the six-month intrastate resale restriction described in the IMPORTANT NOTICES above and agrees not to resell any Security (or any interest therein) in violation of applicable federal or state securities laws.

(c) Notice of change. Subscriber agrees to promptly notify the Company, which may receive notice on behalf of both Issuers, if Subscriber's Texas residency status changes.

4.2. Eligibility and investment limits
Subscriber satisfies the investor eligibility, financial-suitability and investment-limit requirements applicable to Subscriber under the Prospectus and the Subscription Terms, including each applicable minimum subscription, maximum subscription, income, net-worth and concentration limit. After giving effect to the Subscription, Subscriber has not exceeded and will not exceed as of the Acceptance Date any limit applicable to Subscriber.

4.3. Investment intent; risk acknowledgement

(a) Investment intent. Subscriber is acquiring the Securities for Subscriber's own account for investment purposes only and not with a view to distribution or resale.

(b) Risk acknowledgement. Subscriber acknowledges that (i) an investment in the Securities involves a high degree of risk, (ii) payments on the Notes are dependent on Borrower Loan Net

Payments on the corresponding Borrower Loan and may be zero, (iii) there is no established trading market for the Securities, and (iv) Subscriber may lose all or a substantial portion of the amount invested.

(c) No reliance; no advice. Subscriber is not relying on any representation, warranty or statement other than those set forth in the Prospectus, any formal supplement to the Prospectus, the related Listing, any related Listing Report, the Indenture, the applicable Note, the related Series Report, any Series Supplement for the applicable series and this Agreement. Subscriber acknowledges that neither LOFF, LOF nor any of their respective officers, managers, employees or agents has provided Subscriber with investment, legal, tax or accounting advice or has acted as Subscriber's fiduciary or investment adviser in connection with the Subscription. Nothing in this Agreement waives, limits, releases or modifies any non-waivable right or remedy Subscriber may have under federal securities laws or other non-waivable law.

(d) No ownership of Borrower Loans; limited rights. Subscriber understands that Subscriber is purchasing Securities consisting of Notes issued by the Company and attached LOF Management Rights issued by LOF, and does not acquire any direct ownership, lien or security interest in any Borrower Loan or promissory note evidencing a Borrower Loan. Any security interest in collateral securing the Notes is granted to and held by the Indenture Agent, as secured party and collateral agent, for the benefit of Holders as provided in the Indenture. Subscriber's rights are solely as a Holder under the Indenture, the applicable Notes and related LOF Management Rights, and are subject to the limited-recourse, no direct Holder lien, no direct Borrower enforcement and collective enforcement provisions of the Indenture.

4.4. Information and opportunity to ask questions

Subscriber has received and reviewed, or had access through the Platform to, the Prospectus, any formal supplement to the Prospectus, the related Listing, any related Listing Report, the Indenture, the form of Note, this Agreement and, upon issuance, the applicable Note. If a Series Report or Series Supplement for the applicable series is made available before Acceptance, Subscriber has received and reviewed, or had access through the Platform to, that document before Acceptance. Subscriber has had the opportunity to ask questions of, and receive answers from or on behalf of, each Issuer regarding its component of the Securities and the offering.

4.5. Authority; no conflict

Subscriber has full power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. This Agreement constitutes a valid and binding obligation of Subscriber, enforceable against Subscriber in accordance with its terms (subject to applicable bankruptcy, insolvency and similar laws).

5. Issuer representations

Each Issuer represents and warrants to Subscriber, solely with respect to itself and the component of the Securities that it issues, that:

(a) LOFF organization; authority. LOFF is a Texas limited liability company duly formed and validly existing under Texas law and has the requisite power and authority to enter into this Agreement and to issue the Notes as described in the Offering Documents.

(b) LOF organization; authority. LOF is a Texas limited liability company duly formed and validly existing under Texas law and has the requisite power and authority to enter into this Agreement and to issue the LOF Management Rights as described in the Offering Documents.

(c) Authorization. This Agreement has been duly authorized, executed and delivered by each Issuer.

(d) Valid issuance upon Acceptance. Upon Acceptance and issuance in accordance with the applicable Offering Documents, (i) the Note will constitute a valid obligation of LOFF, enforceable against LOFF in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws and the limited-recourse and payment-source limitations in the Indenture and the Note, and (ii) the corresponding attached LOF Management Right will constitute a valid obligation of LOF, enforceable against LOF in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws.

(e) Separate obligations. LOF is not an obligor, guarantor or co-issuer of any Note and has no obligation to make any payment due on a Note. Nothing in this Agreement makes LOFF an obligor under a LOF Management Right. Each Issuer is responsible only for its own obligations except as an applicable Offering Document expressly provides.

6. Indemnification

Subscriber agrees to indemnify and hold harmless the Company, LOF, the Indenture Agent, and each of their respective affiliates and their respective officers, directors, managers, members, employees, agents and representatives (collectively, the "Indemnitees") from and against any and all losses, claims, damages, liabilities, penalties, judgments, costs and expenses (including reasonable attorneys' fees) arising out of or relating to (i) any breach of Subscriber's representations, warranties or covenants contained in this Agreement or the IRA, or (ii) any violation by Subscriber of applicable law in connection with Subscriber's purchase, holding or transfer of any Securities.

This Section 6 survives any termination of this Agreement and any transfer or disposition of the Securities.

7. Miscellaneous

7.1. Notices

Notices and other communications may be delivered in the manner provided in the IRA, including electronic delivery via the Platform or email when the Subscriber has consented to electronic delivery and paper delivery when the Subscriber has declined or revoked that consent.

7.2. Assignment

Subscriber may not assign this Agreement or any rights hereunder without the Issuers' prior written consent. Any purported assignment in violation of this Section 7.2 is void.

7.3. Amendments; waiver

This Agreement may be amended only by a written instrument executed by each Issuer and Subscriber (which may be electronic). Any waiver must be in writing.

7.4. Governing law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflicts-of-laws principles that would require the application of the laws of any other jurisdiction. Each Party submits to the exclusive jurisdiction of the federal and Texas state courts located in Travis County, Texas for any action arising out of or relating to this Agreement, except that collateral rights may be enforced as provided in the Indenture. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

7.5. Counterparts; signatures

This Agreement may be executed in counterparts by electronic signature (including click-through acceptance via the Platform) or by manual signature. Electronic execution is voluntary. A Subscriber may decline or revoke consent to electronic delivery or electronic signature and use the nonelectronic process described in Section 7 of the IRA. Any electronic or manual signature shall be deemed an original for all purposes.

7.6. Entire agreement

This Agreement, together with the IRA and the Offering Documents (including the Indenture and the applicable Note terms incorporated thereby), constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior understandings relating thereto. Neither component of the Securities is the subject of a separate subscription agreement.

8. Signatures

SUBSCRIBER

By executing this Agreement, Subscriber agrees to be bound by its terms.

Subscriber Name: ________________________________

Subscriber Signature: ___________________________

Subscriber Type (Individual / Entity): ________________

Platform Account Email / User ID: ___________________

Texas Address: ____________________________________

Execution Date: ____________________________________

LIVE OAK FINANCIAL FUNDING LLC

Accepted by LOFF (if and when the Issuers jointly accept the Subscription as described herein):

By: _________________________________
Name: ______________________________
Title: _______________________________
Acceptance Date: _____________________

LIVE OAK FINANCIAL LLC

Accepted by LOF (if and when the Issuers jointly accept the Subscription as described herein):

By: _________________________________

Name: ______________________________

Title: _______________________________

Acceptance Date: _____________________

EXHIBIT A

FORM OF BORROWER PAYMENT DEPENDENT NOTE

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

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

BORROWER PAYMENT DEPENDENT NOTE SERIES NO.__________ [1]

LIVE OAK FINANCIAL FUNDING LLC

No._________ [CUSIP_________]

HOLDER:________________ [2]

CORRESPONDING BORROWER LOAN:_______________ [3]

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

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

INTEREST RATE:_______ [6]

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

ORIGINAL ISSUE DATE:___________ [8]

INITIAL MATURITY DATE:__________ [9]

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1 Insert loan ID Number for Corresponding Borrower Loan.
2 Insert investor identification number.
3 Insert description of Corresponding Borrower Loan.
4 Insert principal amount of investor's corresponding Note.
5 Insert aggregate principal amount of Corresponding Borrower Loan.
6 Insert final yield percentage.
7 The Servicing Fee and Administration Fee apply only to the Interest Portion of Borrower Loan Payments actually received, not to principal, fees, charges, costs or expenses. "Interest Portion" has the meaning assigned in the Indenture.
8 Insert date corresponding to date of funding Corresponding Borrower Loan.
9 Insert date corresponding to stated maturity of Corresponding Borrower Loan.

FINAL MATURITY DATE:_______________ [10]

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

PAYMENT DATES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

REPURCHASE AND INDEMNIFICATION.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THIS NOTE AND THE INDENTURE ARE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE APPLICATION OF ANOTHER JURISDICTION'S LAW. THE COMPANY AND EACH HOLDER BY ACCEPTING THIS NOTE

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

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

[Signature Page Follows]

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

Dated: ____

Live Oak Financial Funding LLC

By: ____

Name:

Title:

Certificate of Authentication

Dated: ____

Live Oak Financial Funding LLC,
as Authenticating Agent

By: ____

Name:

Title:

[Signature Page to Borrower Payment Dependent Note]