

YOUR INCOME SHARE AGREEMENT'S BASIC TERMS

<p>Funding Amount:</p>	<p>Amount paid to you: \$0.00 Amount paid to others on your behalf: (+) \$0.00</p> <ul style="list-style-type: none"> • • • <p>Cancellation of prior Income Share Agreement(s) provided by Better Future Forward Opportunity ISA Fund (), LLC:</p> <ul style="list-style-type: none"> • (+) \$0.00 <ul style="list-style-type: none"> ○ Disbursed amount*: \$0.00 ○ Payoff amount*: \$0.00 • Reduction for refinancing BFF ISA (-) \$0.00 Issued prior to July 10, 2021 <p>Total amount funded: (=) \$0.00</p> <p><i>Note: The amount that you make in Payments may be <u>more</u> or <u>less</u> than this Funding Amount. * For informational purposes only.</i></p>
<p>Percentage of Income:</p>	<p>You will pay % of your Individual Earned Income each month, except that your obligation will be zero in months where:</p> <ul style="list-style-type: none"> • Your Individual Earned Income (on an annualized basis) is below a Lower Income Cut-Off of \$40,000.00 (adjusted annually for inflation), or • You have been granted a Payment Relief Pause. <p>Furthermore, any monthly Individual Earned Income that is above \$75,000.00 (expressed annually, or annual \$6,250 monthly) (an "Upper Income Cut-Off," explained in more detail below) will not be included in your monthly payment calculation.</p> <p>Each year, you may also have a reconciliation payment due, or receive a credit, depending on whether your payments for the year were more or less than what you would owe based on your total income for the calendar year (as shown on your tax documentation).</p> <p><i>Note: The percentage amount above is <u>not</u> an interest rate.</i></p>
<p>Finish Points, Payment Window, Early Completion:</p>	<p>Your obligation under this agreement ends when you reach any one of the following Finish Points:</p> <ul style="list-style-type: none"> • You have made 120 Monthly Payments calculated by multiplying the Percentage of Income by your Individual Earned Income each month ("Income-Determined Payments"), and you have paid any required reconciliation payments and fees; or • You have reached the 240-month maximum length of the Payment Window, and you have paid any required reconciliation payments and fees. (Any months when you are using a Payment Relief Pause will not count toward the Payment Window); or • Your payments, including any Pay Ahead amounts, reach the Early Completion Amount, plus any outstanding fees.
<p>Fees:</p>	<ul style="list-style-type: none"> • Application Fee: No • Disbursement Fee: No • Origination Fee: No • Late Fee: \$7.80 or 5% of the Monthly Payment amount, whichever is greater • Returned Payment Fee: \$30.00 • Failure to Provide Documents Fee: \$20.00 • Stop Payment/Returned Check/Returned ACH Fee: \$30.00
<p>Privacy and Confidentiality:</p>	<p>Your privacy is important to Better Future Forward, Inc. You have been provided with the Privacy Policy that sets forth how we use your information. The Privacy Policy is also available at www.betterfutureforward.org/privacy-glba-mn-wi</p>

YOUR AGREEMENT WITH BETTER FUTURE FORWARD OPPORTUNITY ISA FUND (), LLC.

THIS INCOME SHARE AGREEMENT (this "Agreement"), dated as of (the "Effective Date"), is by and between Better Future Forward Opportunity ISA Fund (), LLC ("Funder"), a corporation with its principal place of business at 20711 Holt Avenue, P.O. Box 1063, Lakeville, MN 55044, and the Student, identified below ("Student"). Together, Funder and Student shall be referred to as the "Parties."

Student Name:	Testing Account
Date of Birth:	02/27/1985
Current Physical Address:	2705 E 4th Street Austin, TX 78702

As more fully described herein, Funder agrees to provide Funding to Student as of the Effective Date (the "Funding") in exchange for the Student pledging future Payments that are calculated based on the Student's Future Income. In connection with the Funding and pledge of future Payments, (i) Student will use the proceeds from the Funding to pay the tuition fees and other associated educational costs of attendance incurred by Student in connection with Student's attendance at the Institution (or other financing used to pay educational costs, in the case where funds under this Agreement are used to cancel or pay off one or more education finance obligation on behalf of the Student) and (ii) Funder will collect Payments based upon a percentage of Student's Future income for the Payment Window of this Agreement.

NOW THEREFORE, in consideration of the foregoing and the respective agreements set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

THE TERMS OF YOUR AGREEMENT:

RECEIVING YOUR INITIAL FUNDING

- Definitions.** The capitalized terms contained herein shall have the meaning set forth in the Schedule to this Agreement entitled "Key Definitions."
- Payment of Funding.**
 - Timing of Funding.** At the later of: (i) thirty (30) calendar days after the Effective Date or (ii) within ten days of the start of classes for the term for which you are requesting funding, and, for students currently enrolled in school, contingent on the Student and the Student's institution having provided all requested certifications, and for a Student who is not a U.S. Citizen or Permanent Resident, demonstration to the Funder's satisfaction of Student's ability to work legally in the United States, Funder will pay to the Institution (or other parties, where funds under this Agreement are used to cancel or pay off one or more education finance obligations on behalf of the Student) the Funding set forth on the first page of this Agreement.
 - Method of Funding.** This amount will be made by electronic funds transfer ("EFT"), wire transfer, or check, as elected by the Institution.
 - Funder is an Investor.** Funder, or such individuals or entities who provide funding to Funder, (a) has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of its Funding in the Student; (b) is able to bear the complete loss of its Funding in the Future Income; (c) is an "accredited investor" as such term is defined in Rule 501 promulgated under the Securities Act of 1933; and (d) is not a broker-dealer subject to Regulation T promulgated by the Board of Governors of the Federal Reserve System.
- Use of Proceeds.** Student shall use the Funding to pay, in full or in part, the tuition, fees, and other associated educational cost of attendance incurred by Student in connection with Student's attendance at the Institution (or other financing used to pay educational costs, in the case where funds under this Agreement are used to cancel or pay off one or more education finance obligation on behalf of the Student).

YOUR OBLIGATION TO MAKE PAYMENTS

- Student's Commitment to make Payments.**
 - Commitment to Make Payments.** Upon these terms, and subject to the conditions set forth in this Agreement, Student pledges and agrees to make Monthly Payments and Reconciliation Payments, if any, required under this Agreement as payment to Funder on account of the Funding.

- 4.2. **Monthly Payments Due.** Monthly Payments are due on the first day of each month. Monthly Payments are paid in arrears. For example, the January Monthly Payment is due by February 1. If the date for Monthly Payment is not a Business Day, then the Monthly Payment shall be made on or before the next Business Day.
- 4.3. **Application of Payments.** Payments are applied first to fees, costs, or expenses due under this Agreement, if any, and then to the Payments owed. If the Student makes all required Payments on time during the Payment Window, the Student will not owe any additional amounts at the end of the Payment Window regardless of how much the Student has paid.
- 4.4. **Electronic/ACH Debit.** If the Student elects to enroll in electronic/ACH debits for the payment of Monthly Payments, the Student's enrolled account will be debited on the date the Monthly Payment is due unless that day is not a Business Day, in which case the amount may be debited on the first preceding Business Day.
- 4.5. **Overpayment of Monthly Payments.** In the event Student pays Funder an amount greater than her/his Monthly Payment, Funder will apply the overpayment toward future Monthly Payments; in this event, the Funder will apply the excess payment toward the Early Completion Amount based on the time when it was received, not the due date of any future Monthly Payments to which the excess payment is applied.
- 4.6. **Underpayment of Monthly Payments.** Student has a contractual obligation to pay all Monthly Payments. Any underpayment of a Monthly Payment will be a breach of this Agreement.
5. **Monthly Payment Statements by Funder.** Funder will provide the Student with Monthly Payment statements during the Term. Though additional information may be included, the Monthly Payment statement will include:
 - 5.1. The address and contact information for the Administrator of this Agreement.
 - 5.2. The name and address of the Funder, including any Funder to whom this Agreement has been sold and assigned.
 - 5.3. The current Individual Earned Income Estimate used to calculate the Monthly Payment Obligation, if applicable.
 - 5.4. The current Monthly Payment Obligation.
 - 5.5. The current Early Completion Amount.
 - 5.6. A statement of any past-due Monthly Payments or past due Reconciliation Payments.
 - 5.7. Any accrued Fees that Student owes under this Agreement.
6. **Change in Address or Contact Information.** Changes of address of other contact information should be provided to Funder as soon as such changes become effective.

IN-SCHOOL PERIOD

7. **In-School Period.** The in-school period begins after the initial disbursement of funds and ends when the student graduates, withdraws from the institution, or discontinues enrollment. Interruptions in enrollment resulting from the School's ordinary academic schedule (including semester breaks, abbreviated winter terms, and summer vacations) shall not be deemed to cause the in-school period to end.
8. **Transition Period.** The in-school period will be followed by a six-month Transition Period before the Payment Window begins.
9. **No Payments Required.** The Student is not required to make payments during the in-school or Transition Period.
10. **Cancellation of prior ISAs or payment of unpaid institutional balances.** Where the Funding for this Agreement is solely used to cancel one or more of the Student's prior Income Share Agreements and all those Income Share Agreements were in their payment period, or if the Student is not enrolled and the Funding for this Agreement is used to pay an existing unpaid balance at the Institution to enable the Student to graduate, then the in-school and transition periods shall not apply.

PAYMENT WINDOW

11. **Payment Window.** The Payment Window begins after the in-school period and Transition Period if the Student is in school, or, if the Student is not in school and using Funding under this Agreement to cancel one or more of the Student's prior Income Share Agreements and those Income Share Agreements are in a transition period, the Payment Window begins on the first day of the month following the end of the transition period for the ISA with the most time remaining in its transition period, or in all other cases, the Payment Window

begins on the first day of the month occurring after one whole month has passed from the Effective date of this Agreement. The Payment Window then extends for the number of months set forth at the beginning of this Agreement (the "Payment Window"). Payments linked to the Student's Future Income are due during this period, and student should make such payments according to the process outlined in the following section. This Agreement may be terminated before the end of the Payment Window on the conditions set forth in Sections 13, 14, 15, 16 and 17.

12. Process for Making Payments Linked to Income.

12.1. **Monthly Payments.** Student shall make Monthly Payments calculated based on Student's Individual Earned Income (the "Individual Earned Income Estimate").

12.2. **Individual Earned Income Estimate.** The Individual Earned Income shall be established as follows:

12.2.1. **Initial estimate.** Not later than thirty (30) days prior to the end of the student's Transition Period, student shall provide Informal Income Documentation to establish the Student's Individual Earned Income Estimate. If no such documentation is provided within the time period allowed, Student will be charged a fee as described in Exhibit A and Funder will set the Individual Earned Income Estimate to the Lower Income Cut-Off amount specified in section 11.3.1.

12.2.2. **Adjustments to Individual Earned Income Estimate.** If at any time the Student's Individual Earned Income deviates from the Individual Earned Income Estimate Student previously submitted to the Funder, the Student shall provide updated Individual Earned Income Estimate to Funder. The Student is encouraged to provide updates to this figure throughout the year, as necessary, to avoid shortfalls in payment at the end of a tax year and require a large Reconciliation Payment. Funder may request Student to provide supporting information, in the forms of an affidavit, paystubs, letter from an employer, or other documentation, if student is providing a lower Individual Earned Income Estimate.

12.2.2.1. **Changes in Employment Status.** Any changes in employment status, including voluntary or involuntary job loss, the commencement of a new job, or a change in Disability status, must be reported to Funder as soon as the Student becomes aware of the change. Relevant documentation may be required from the Student, including proof of unemployment benefits or claims, a letter of termination, a revised pay stub or advice, or letters from a doctor affirming the Student is Disabled.

12.2.3. **Annual updates to Individual Earned Income Estimate.** Funder may update the Student's Individual Earned Income Estimate once per year so long as Funder provides notification to student 30 days in advance and Student has not provided updated Informal Income Documentation (or certifies that the existing Individual Earned Income Estimate on record with Funder is accurate) sometime in the prior 12-month period. Funder may update the Student's Individual Earned Income Estimate to be the larger of the Student's existing Individual Earned Income Estimate or Student's Tax Return Individual Earned Income on the prior Year's Tax Return (if the Student has submitted Formal Income Documentation by that point), with either figure increased by no more than the twenty year average wage increase in the United States based on the average wage index (AWI) provided by the Social Security Administration¹. The Student may elect to increase the Individual Earned Income Estimate for a given year beyond the amounts indicated above.

12.3. **Calculation of Monthly Payment Obligation.** The Student's Monthly Payment Obligation shall be calculated as follows:

$$\frac{\text{Lesser of (Individual Earned Income Estimate, expressed annually) or } \$75,000.00(\text{adjusted for inflation})}{12} \times \text{Payment Percentage} \\ = \text{Monthly Payment Obligation}$$

12.3.1. **Lower Income Cut-Off.** If at any time, the Student's annualized Individual Earned Income Estimate is less than and not equal to \$0.00, adjusted annually for inflation with a base year of 2021² and rounded to the nearest \$100, the Student's Monthly Payment Obligation will be \$0.00.

12.3.2. **Upper Income Cut-Off.** For the purposes of calculating the Student's Monthly Payment Obligation, Funder will use the lesser of the Student's annualized Individual Earned Income Estimate or \$75,000.00. If the Funder utilizes \$75,000.00 as

¹ Information about the AWI can be accessed at the Social Security Administration's website-
<https://www.ssa.gov/oact/cola/awidevelop.html>.

² Inflation will be calculated using the Consumer Pricing Index for All Urban Consumers as released by the United States Bureau of Labor Statistics (or similar measure of inflation as determined by Funder).

the Upper Income Cut-Off, this amount will be adjusted annually for inflation with a base year of 2021³ and rounded to the nearest \$100.

- 12.3.3. **Changes to Monthly Payment Obligation based on Income Updates.** Changes to a Student's Individual Earned Income Estimate that are submitted by the Student within 12 business days of the due date for a Monthly Payment may take effect for the following Monthly Payment.

12.4. **Annual Reconciliation.**

12.4.1. **Formal Income Documentation.** Funder may require the student to provide updated Tax Returns and information to Funder each Year of this Agreement (or thereafter if the Payment Window expires before an Annual Reconciliation) and Student must provide such information within fifteen (15) days of such request (or a longer period of time as established by Funder). In this circumstance, if Student has received a filing extension from the IRS, Student must provide Funder with a copy of any extension application or estimate of taxes, and must provide all updated tax and supporting information to Funder no later than thirty (30) days after such information is filed with the IRS. This annual package (the "Formal Income Documentation") will, in addition to the Tax Returns, include copies of the Student's W-2 or similar IRS documentation, such as an IRS Form 1099-MISC, as well as proof of payment of income taxes.

12.4.2. **Annual Authorization for IRS Form 4506-T or 8821.** Student will also complete and execute, if requested by Funder, an IRS Form 4506-T and/or 8821 authorizing Funder, Servicer, or agent acting on behalf of Funder to obtain Student's tax return transcript and other return information from the IRS (and limited to the periods and tax documents necessary to determine Student's income for the purposes of this agreement), dated not earlier than thirty (30) days before the date you provide it to us. To the extent there is a difference in the income reported on Student's tax return transcript and the income reported on Student's Tax Return provided through the mechanism in Section 11.4.1, the income on Student's tax return transcript shall be the ultimate determinant of the student's obligation.

12.4.3. **Additional Tax Information.** Funder may require additional, supplemental information from the Student to properly discern the Student's Individual Earned Income. This information will be provided from the Student to the Funder within fifteen (15) days of such request.

12.4.4. **Failure to Provide Funder with Tax Forms.** Failure by the Student to provide Funder with new tax documentation when requested by Funder under Section 11.4 shall be considered a breach of this Agreement, and Student shall be charged a Fee, as listed on Exhibit A.

12.4.4.1. **Assumption for Tax Return Income.** Funder will assume Student's Tax Return Individual Earned Income for the year covered by the missing tax returns is equal to the Lower Income Cut-Off amount specified in Section 11.3.1 and proceed with reconciliation using that amount. Failure to make Payments will be treated as a breach even if Student's actual Individual Earned Income did not equal this amount. If Funder does assume that Student's income for a year is equal to the Lower Income Cut-Off amount specified in Section 11.3.1 and sets Reconciliation and Monthly Payments on that basis, Student may provide tax documentation required under Section 11.4, and the Funder will adjust Student's Tax Return Individual Earned Income and corresponding Reconciliation and Monthly Payments (for the calendar year being reconciled) to reflect Student's actual income so long as the requested information is provided by the Student within one year. If the requested information is not provided within one year, no such adjustments will be made by Funder.

12.4.5. **Calculating Tax Return Individual Earned Income.** Following the receipt of the updated tax forms from Student, Funder shall calculate the student's Tax Return Individual Earned Income for the current year based on the income (the "Tax Return Individual Earned Income") from the Formal Income Documentation submitted by the Student.

12.4.6. **Reconciliation.** Following the determination of the student's Tax Return Individual Earned Income, Funder shall determine if a Reconciliation Payment is due to or from Student.

12.4.6.1. **Total Estimated Individual Earned Income.** For the calendar year being reconciled, Funder shall sum the Individual Earned Income Estimate amounts used to determine the Monthly Payment Obligations for each month in that year. This is the "Total Estimated Individual Earned Income" for that year.

12.4.6.2. **No Reconciliation.** If Total Estimated Individual Earned Income is equal to Tax Return Individual Earned Income, no reconciliation is required.

³ Inflation will be calculated using the Consumer Pricing Index for All Urban Consumers as released by the United States Bureau of Labor Statistics (or similar measure of inflation as determined by Funder).

- 12.4.6.3. **Calculation of Reconciliation Payment Amount.** To calculate the Reconciliation Payment Amount, Funder will calculate an "Average Monthly Income Change" by dividing by twelve (12) the difference between the Tax Return Individual Earned Income and the Total Estimated Individual Earned Income for the calendar year being reconciled. For each month in the calendar year being reconciled, Funder will add the Average Monthly Income Change amount to the Individual Earned Income Estimate value used to calculate the Monthly Payment Obligation for that month to determine a "Reconciled Individual Earned Income Estimate" for that month. If the Reconciled Individual Earned Income Estimate for such month is below the Lower Income Cut-Off defined in Sec. 11.3.1, or if such month is not covered by the Payment Window under this agreement, or the Student was in Payment Relief Pause during such month, the "Monthly Reconciliation Amount Owed" for that month is zero. Otherwise, Funder will calculate a Monthly Reconciliation Amount Owed for that month that is equal to the Reconciled Individual Earned Income Estimate multiplied by the Payment Percentage, and then subtracting the Monthly Payment Obligation that was already billed to the Student for that Month. The Reconciliation Payment Amount is the sum of the Monthly Reconciliation Amounts Owed for each month in the calendar year being reconciled.
- 12.4.6.4. **Appeal of Reconciliation Payment Calculation.** Student may appeal the reconciliation payment calculation specified in Section 11.4.5.3 by providing Informal Income Documentation showing that the difference in Student's Tax Return Individual Earned Income and the Total Estimated Individual Earned Income reflects income that was not earned evenly throughout the year, and thus the calculation should be adjusted to apply such income during months when it was earned. If such documentation sufficiently demonstrates to Funder's satisfaction when such income was earned, Funder shall recalculate the Reconciliation Payment Amount using the procedure in Section 11.4.5.3 but reflecting the timing of when Student earned the relevant income amounts during the year.
- 12.4.6.5. **Reconciliation Payment or Credit.** If the Reconciliation Payment Amount is positive, the Student must make a Reconciliation Payment to Funder. Funder will provide notice to Student indicating the amount of such Reconciliation Payment, and Student will have thirty (30) days after the receipt of such notice to pay such amount. The Funder may, at its discretion, provide student with up to one additional year to pay any underpayment amount. If the Reconciliation Payment Amount is negative, Funder will apply the overpayment toward future Monthly Payments or, if the student has no further obligation under this Agreement, will refund any remaining credit back to the Student.

13. **Payments Will Vary with Income.** Student's Monthly Payments will change depending on Student's Individual Earned Income. If Student's Individual Earned Income increases, Student's Monthly Payments will increase, though never such that the Student's Total Payments, including any Pay Ahead amounts, exceed the Early Completion Amount. If Student's Individual Earned Income decreases, Student's Monthly Payment will decrease.

EARLY COMPLETION AND DISCHARGE

14. **Early Completion Amount.** This Agreement includes an Early Completion Amount, which, starting as of the Effective Date of this Agreement, will grow as if it were a loan accruing interest at a 7.50 annualized rate using a methodology of simple daily interest with no compounding. Payments made by the Student under the Agreement, including any Pay Ahead amounts and excepting amounts applied to outstanding fees, will be tracked and credited against the Early Completion Amount as if they were payments on a loan.
- 14.1. **Setting the Early Completion Amount.** On the Effective date of this Agreement, Funder will set the Early Completion Amount equal to the amounts paid on the Student's behalf to cancel any prior Income Share Agreement(s) (inclusive of any reduction in such amounts for refinancing those ISAs), if applicable, or zero if this Agreement is not used to cancel any prior Income Share Agreements. Subsequently, on the date of each disbursement paid to the Student or others on the Student's behalf under this Agreement, Funder will add the amount of such disbursement to the Early Completion Amount.
- 14.2. **Student payments equal or greater than the Early Completion Amount.** If at the end of any month, the Early Completion Amount is equal to or below zero, the Student's Monthly Payments will cease. If Student has paid all outstanding fees, Student may then choose to end Student's obligation under this Agreement and be refunded any amounts by which the Early Completion Amount dropped below zero. Otherwise, the Student's Monthly Payment Obligations will remain zero until the next annual reconciliation. In that case, if no reconciliation is ultimately required, or if the Student's Reconciliation Payment Amount for the next annual reconciliation is positive, the Student has no further obligations under the Agreement and Funder shall refund any amounts by which the Early Completion Amount dropped below zero. If the Student's Reconciliation Payment Amount for the next annual reconciliation is negative, the Funder will add the amount the student is credited under Section 11.4.5.5 to the Early Completion Amount (as of the date when the Student's Monthly Payments ceased). If the new Early Completion Amount value is at or below zero, the Student has no further obligations under this Agreement and the Student should be refunded an amount equal to the amount by which the Early Completion Amount is below zero (plus any credited amounts under Section 11.4.5.5). If the new Early Completion Amount value is

positive, the Student's Monthly Payments should resume and the interest under this provision should accrue on the Early Completion Amount with respect to the months for which the Student's Monthly Payments were ceased.

15. **Early Completion.** As outlined further in section 13, Student can complete this Agreement early and thus end it before the end of the Payment Window by making one or more overpayments that would bring the Early Completion Amount balance to zero.
16. **Death of Student.** If the Student should die before this Agreement is satisfied, all Payments will cease as of the previous month prior to her or his death. All accrued but unpaid Payments will continue to be due as of this date. No Monthly Payment or Reconciliation Payment will be due from the estate.
17. **Permanent and Total Disability.** If a governmental agency or two doctors determine that Student is Permanently and Totally Disabled, all Payment obligations under this Agreement shall cease and this Agreement shall terminate.
18. **Deportation.** If Student is removed from the United States through deportation, all Payment obligations under this Agreement shall cease and this Agreement shall terminate.

PAYMENT RELIEF PAUSE

19. **Payment Relief Pause.** Student will be granted (at Student's discretion) up to twelve (12) months of "Payment Relief Pause", continuously or separately, during the Payment Window, but not more than three months at any given point. During Payment Relief Pause, the student will not be required to make Monthly Payments. Months the Student is in Payment Relief Pause will not be credited toward the Payment Window.
20. **Work-status Payment Relief Pause.** At any point during the Payment Window, if Student notifies Funder of, and documents to Funder's satisfaction, Student's loss of ability to work legally in the United States, Funder shall place student's obligation into a Work-Status Payment Relief Pause until Student's ability to work legally has been restored or the Student reaches the end of the Payment Window. During a Work-Status Payment Relief Pause, the Student will not be required to make Monthly Payments and Months during this Payment Relief Pause period will be credited toward the Payment Window.

BREACHES OF THIS AGREEMENT

21. **Breaches of this Agreement.** Student and Funder shall perform all obligations under this Agreement. In the event of a breach of this Agreement, the non-breaching Party shall provide the breaching Party with notice of the breach.
 - 21.1. **Opportunity to Cure.** The breaching Party shall have no less than ten (10) Business Days to cure the breach. If not cured within the specified period, the non-breaching Party may proceed in an action against the breaching Party.
 - 21.1.1. **Fees for Late Payment.** Any Monthly or Reconciliation Payment due from Student to Funder that remains unpaid shall be subject to the late Payment fees set forth in the Schedule of Fees, attached as Exhibit A.
 - 21.1.2. **Fees for Failure to Provide Required Financial Documents or Updated Tax Returns.** Any required financial documents or updated Tax Returns due from Student to Funder, which Student fails to provide will be subject to the late document provision fees set forth in the Schedule of Fees, attaches as Exhibit A. If the documents are not provided within ninety (90) days of a due date, Student shall be responsible for the payment of all costs incurred by Funder in obtaining the information which may include the costs of: (i) locating student through databases, personal locating services, or private investigators, (ii) sending notices to student, (iii) retaining an attorney to locate student or file a lawsuit, or (iv) filing a suit to obtain the information.
 - 21.1.3. **Funder's Rights.** Funder shall have the right to use all means available by law to collect any amounts determined due under this Agreement, including any state-court rights of levy, attachment, garnishment, and/or wage assignment.

OTHER RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT

22. **No Acceleration, Continued Accrual, Remedies.**
 - 22.1. **No Acceleration of Payments.** Because this Agreement is based on Student's Future Income, Funder will not "accelerate" any amounts that are owed if Student fails to make payments or fails to provide required information (both, events of default under this Agreement). There are penalties for breaches of this Agreement that are described below.

- 22.2. **No Wage Assignment.** *This Agreement is not a sale, pledge, or assignment of your Future Income and Funder does not have a right under this Agreement to redirect, levy, or garnish any amounts that you receive from your employer or any other sources of income. You are, however, contractually obligated to make all Payments, including those that are calculated based upon your Future Income. Your payment obligations are limited by both the Lower Income Cut-Off set forth in this Agreement and the Early Completion Amount.* In the event that Student fails to make Payments under this Agreement, Funder may have a right, if allowed by state law, to redirect, levy, or garnish student's wages if such remedy is allowed by state law following Funder's election to exercise remedies under state law for the collection of Payments. These remedies will only be available, if at all, under the supervision of a state judicial system.
- 22.3. **Continued Accrual.** If Student does not provide Monthly Payments, the amounts will continue to accrue each month at the last-calculated Monthly Payment amount. Only by providing updated income documentation to Funder will this amount change.
- 22.4. **Remedies.** In the event that Funder is required to file a lawsuit to collect Payments under this Agreement, Student agrees that Funder may seek all Monthly Payments and Reconciliation Payments that have come due as of the last-calculated amount and that these amounts will be binding, even if your actual Individual Earned Income has changed.
23. **Information Exchange.** To effectuate the provisions of this Agreement, the Parties will need to exchange information which may include information provided by taxing authorities. Student hereby agrees to execute such documents as Funder may request in order to obtain copies of information from such authority to determine Student's obligations under this Agreement. Both Parties agree to cooperate and timely execute documents to effect the terms of this Agreement.
24. **Fees.** Funder may assess fees as set forth in Exhibit A, and these fees may be changed from time to time. Student will be notified in accordance with this Agreement of any changes in fees.
25. **Credit Reporting.**
- 25.1. Funder, or Funder's third-party vendors, underwriters, and servicers, may obtain a copy of Student's credit report as part of the application for Funding. Student consents to Funder obtaining a copy of her or his credit report and for the use of this information in making its funding decisions.
- 25.2. In addition, Funder may provide information about non-payment of Monthly Payments or Reconciliation Payments to credit reporting agencies if Student breaches this Agreement. Student will be notified of any adverse or negative reports if required by law.
- 25.3. Important information about Student's rights under the Fair Credit Reporting Act relating to Student's application for the Funding:
- 25.3.1. Student has a right to request disclosure of the nature and scope of the credit investigation.
- 25.3.2. Student must be told if information in Student's file has been used against Student.
- 25.3.3. Student has a right to know what is in Student's file, and this disclosure may be free.
- 25.3.4. Student has the right to ask for a credit score (there may be a fee for this service).
- 25.3.5. Student has the right to dispute incomplete or inaccurate information.
- 25.3.6. Consumer Reporting Agencies, as that term is defined in the Fair Credit Reporting Act, must correct or delete inaccurate, incomplete, or unverifiable information.
- 25.3.7. More information can be found at <http://www.consumerfinance.com/learnmore/>
26. **Sale of Agreement.** Funder may transfer, assign, or sell this Agreement to another Funder. The Funder is entitled to receive payments from the Student in accordance with this Agreement for the remainder of the Term of this Agreement as of the date of transfer, including any accrued but unpaid or past Payments, subject to all other terms and conditions of this Agreement. If such transfer or sale occurs, the Funder will provide notice to the Student and this Agreement shall continue to be binding on Student when such sale occurs. Any changes made by a Funder to the terms of this Agreement will be made in accordance with applicable laws governing changes in terms and will be communicated to Student as required by law.

27. **Limitation on Liability.** In no event shall Funder be liable for any indirect, special, incidental, or consequential damages or expenses for any negligence, breach of contract, or any other act arising out of or relating to this Agreement, the relationship between Funder and Student, and/or the obligations created or covered herein. Funder's liability to Student for any breach of this Agreement shall be capped at the amount of the Funding.
28. **Notices.** Any notices, requests, demands, consents, or other communications required to be sent or given hereunder by any of the Parties shall, in every case, be in writing.
- 28.1. **Timing for Delivery of Notices.** A notice is deemed properly given:
- 28.1.1. on the date delivered by hand;
 - 28.1.2. on the date sent if transmitted by facsimile with confirmation of transmission;
 - 28.1.3. one Business Day after it is sent if delivered by Federal Express or other express overnight delivery service; or
 - 28.1.4. two Business Days after it is sent by registered or certified mail, return receipt requested, postage prepaid, to the Parties at the addresses set below or at such other addresses as may be furnished in writing by a Party.
- 28.2. **Mailing Addresses of the Parties.** Notices must be provided at the addresses below or at such other addresses as may be furnished in writing by a Party:
- 28.2.1. **To Funder:** 20711 Holt Avenue, P.O. Box 1063, Lakeville, MN 55044
 - 28.2.2. **To Student:** at the address listed on the first page of this Agreement unless such is updated by Student after the Effective Date.
29. **Electronic and Telephone Communications/TCPA Consent.** Without limiting any other rights Funder, Better Future Forward, a servicer, a collector, or any person or entity acting on their behalf may have, Student consents to Funder, Better Future Forward, and/or any person or entity acting on their behalf, communicating with Student in connection with the application for this Agreement, to address any technical problems associated with Student's income share agreement application, or to send Student notices regarding Student's income share agreement approval, payment reminders, or collection efforts, or other funding opportunities, using any telephone number, email address, or other contact information that Student provides in the application, or using any telephone number, email address, or other contact information that Student provides in the future. Funder (and/or any person acting on Funder's behalf) may communicate with Student using any current or future means of communication, including but not limited to: automated telephone dialing equipment, as defined by law, the FTC, or the FCC; artificial or pre-recorded voice messages; telephone or other electronic facsimile machine; SMS or text messages; and email directed to Student at a mobile telephone service, or email otherwise directed to Student. Student acknowledges that such communications are informational communications and are not made for the purposes of telemarketing. Funder (and/or any person or entity acting on Funder's behalf) may use such means of communication even if Student will incur costs to receive such telephone messages, telephone calls, SMS or text messages, emails, or other means.
30. **Servicemembers Civil Relief Act ("SCRA").** If you are not currently an active duty servicemember and you either become an active duty servicemember or are called to active duty from a non-active duty status, please contact us immediately, you may have additional rights under the SCRA.

MISCELLANEOUS

31. **Severability.** Any part, provision, representation or warrant of this Agreement which is prohibited or which is held to be void or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions. To the extent permitted by applicable law, the Parties hereto waive any provision of law which prohibits or renders void or unenforceable any provision hereof. If the invalidity of any part, provision, representation or warranty of this Agreement shall deprive any Party of the economic benefit intended to be conferred by this Agreement, the Parties shall negotiate, in good faith, to develop a structure which has the same economic effect as nearly as possible as the economic effect of this Agreement without regard to such invalidity.
32. **Survival.** All obligations contained in this Agreement shall survive for a period of six (6) years following the date Student makes his/her last payment or completes his/her last obligation under this Agreement, whichever comes later. Without limiting the foregoing, the following sections shall survive indefinitely: Recitals, Definitions, Sections 21-23, 25-27, and 30-39.
33. **Counterparts; Facsimile Signatures.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement may be executed by facsimile

or other electronically transmitted signature. This Agreement shall only be final and enforceable when received by Funder at its office at 20711 Holt Avenue, P.O. Box 1063, Lakeville, MN 55044.

- 34. **Governing Law.** This Agreement shall be construed and governed in accordance with the laws of the State of , without regard to its laws regarding conflicts of law. This Agreement is treated as though entered into and executed by the parties in the State of , which is the state in which Student's post-secondary education will occur.
- 35. **Tax Advice.** Funder cannot and will not advise you about the tax treatment of this Agreement. Student should seek her/his own taxation advice about how this Agreement might affect her/his tax situation. Student acknowledges that s/he shall be responsible for any and all tax implications as a result of this Agreement and acknowledges that s/he has received *no tax advice* or representations from Funder.
- 36. **Entire Agreement.** This Agreement and its exhibits (all of which shall be deemed incorporated in this Agreement and made a part hereof) set forth the entire understanding of the Parties with respect to the terms hereof, supersede all prior discussions, understandings, agreements, and representations, and shall not be deemed modified or affected by any offer, proposal, statement, or representation, oral or written, made by or for any Party in connection with the negotiation of the terms hereof.
- 37. **Third Parties.** Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person, other than the Parties to this Agreement, any rights or remedies under or by reason of this Agreement.
- 38. **Waivers and Remedies.** The waiver by any of the Parties of any other Party's prompt and complete performance, or breach, or violation of any provision of this Agreement shall not operate nor be construed as a waiver of any subsequent breach or violation, and the waiver by any of the Parties of the exercise of any right or remedy which it may possess shall not operate nor be construed as a bar to the exercise of such right or remedy by such party upon the occurrence of any subsequent breach or violation.
- 39. **Amendment.** Except for those terms, such as fees, that may be amended by Funder upon notice to Student, this Agreement may not be amended, restated, supplemented, or otherwise modified except by an instrument, in writing, signed by Funder and Student.
- 40. **Customer Identification Policy.** The Funder may obtain, verify, and record information that identifies each person who enters into this Agreement. What this means for the Student: when the Student enters into this Agreement, the Funder reserves the right to ask for the Student's name, address, date of birth, and other information that will allow the Student to identify the Student. The Funder may require the Student to provide a governmental identification, driver's license, or other identifying documents.
- 41. **Notice to Married Applicants Living in Wisconsin.** No provision of any material property agreement, unilateral statement under Section 766.59 of the Wisconsin Statutes, or court order under Section 766.70 adversely affects the interests of Funder unless Funder is furnished a copy of the agreement, statement, or order, or has actual knowledge of the adverse position before opening the requested Income Share Agreement. If you are married, a Wisconsin resident, and your spouse is not a co-applicant, you agree that an amount extended under the Income Share Agreement will be incurred in the interest of my marriage or family.
- 42. **Bankruptcy.** Any other provision of this Agreement notwithstanding, nothing herein is intended to assert, and Funder shall at no time assert, that this Agreement is non-dischargeable as a qualified education loan as set forth in 11 U.S.C. § 523(a)(8) or such other law that may, in the future, limit the dischargeability of income share agreements where such limitation on dischargeability is based upon the use of the income share agreement for educational expenses.

NOTICE TO THE STUDENT

Do not sign this Agreement if it contains any blank terms.

The Student is entitled to a completely filed-in copy of this Agreement.

The Student has the right to pay off this Agreement early by paying the amount set forth in Section 14.

The parties have executed and delivered this Agreement as of the Effective Date below written.

Funder	Student
Better Future Forward Opportunity ISA Fund (), LLC By: Better Future Forward Manager, LLC, a Delaware limited liability company Its: Manager By: Better Future Forward, Inc., a Delaware corporation Its: Manager	Signed: Name: Testing Account Date:

By: Kevin J. James
Its: Chief Executive Officer

Date:

KEY DEFINITIONS

1. "**ACH**" means the Automated Clearinghouse network, governed by the rules of the National Automated Clearing House Association and its successors and assigns.
 2. "**Business Day**" means a day, Monday through Friday, that is not a federally- recognized holiday.
 3. "**Day**" or "**Calendar Day**." When not described as a "Business Day," a day shall mean any and every day and shall not be limited to Business Days.
 4. "**Fees**" means the fees that are recoverable by Funder under this Agreement. Fees are more fully described in Exhibit A.
 5. "**Formal Income Documentation**" has the meaning ascribed to it in Section 11.4.1.
 6. "**Funder**" is the entity specified in the Preamble to this agreement, or any entity or individual to which this Agreement is validly assigned by that entity. Such Funder shall be subject to and benefit from the rights and obligations created under this Agreement.
 7. "**Funding**." In consideration of the promises made by Student as set forth in this Agreement, Funder agrees to provide the Funding to Student in the amount set forth at the beginning of this Agreement.
 8. "**Future Income**" shall mean those amounts that Student may receive in the future as income that will serve as the basis for calculating the Payments linked to a Student's income.
 9. "**Individual Earned Income**" is defined as all:
 - a. Wages, salaries, tips, commissions and other employee compensation earned by the Student from all employers in the taxable year. (For illustrative purposes, as of the most recent tax year preceding this contract, for individual income tax filers using Internal Revenue Service (IRS) Form 1040, this value appears on Line 1.)
 - b. the amount of the Student's net earnings from self-employment for the taxable year. The term "net earnings from self-employment" means the gross income derived by an individual from any trade or business carried on by such individual, less the expenses attributable to such trade or business, plus his distributive share (whether or not distributed), from any trade or business carried on by any partnership of which he is a member. (For illustrative purposes, as of the most recent tax year preceding this contract, for individual income tax filers using Internal Revenue Service (IRS) Form 1040, this would include portions of the amounts included on Schedule 1, lines 12, 17, and 18. Specifically, it would equal the total of the amount on line 31 of any Schedule C with a "Yes" on Line G, the amount on line 34 of any Schedule F with a "Yes" on Line E, and the sum of columns (i), (j), and (k) of line 29a of any Schedule E.)
- Unemployment benefits received by the Student shall not be considered part of the Student's Individual Earned Income. Individual Earned Income shall be as calculated based on the statements on Student's Tax Return.
- "Individual Earned Income" includes all income reported on a joint income tax return, minus, to the extent documented to Funder's satisfaction, any income earned solely by your spouse or domestic partner that is reported on the joint income tax return.
10. "**Individual Earned Income Estimate**." An estimate of the student's Individual Earned Income, calculated based on Informal Income Documentation submitted by the Student to the Funder.
 11. "**Informal Income Documentation**" means a copy of a paystub from Student's employer containing salary or hourly wage information, or alternative verifiable source of income acceptable to Funder.
 12. "**Institution**" is the educational institution or places of learning set forth at the top of this agreement, as may be changed from time-to-time by agreement between Funder and Student.

13. "**Monthly Payment(s)**" means the payments, linked to Student's income, that Student is required to make monthly
14. "**Payment Percentage**" The Percentage of Individual Earned Income the Student is obligated to pay. The Payment Percentage is set forth at the beginning of this Agreement.
15. "**Payment Relief Pause**" shall have the meaning set forth in Section 18.
16. "**Payment Window**" means the number of months, excluding in-school and transition periods and other periods of Payment Relief Pause, that the student is required to make payments linked to his or her income (when the Student's income is above the Lower Income Cut-Off). The length of the Payment Window is set forth at the beginning of this Agreement.
17. "**Payments**" means the Monthly Payments and Reconciliation Payments, if any, a student is required to make under this agreement.
18. "**Program**" shall mean the course of study or education at the Institutions that are specified at this top of this agreement.
19. "**Reconciliation Payment**" means the amount Student must pay if there is a difference between the total Monthly Payments Student makes during the year and Student's Annual Payment Obligation for that Year.
20. "**Tax Return.**" The Student's Tax Return is the annual IRS Form 1040 (or equivalent) that is filed by the Student (including all schedules thereto) with the United States Internal Revenue Service.
21. "**Tax Return Individual Earned Income**" has the meaning ascribed to it in Section 11.4.5.
22. "**Term.**" The maximum length of the Payment Window (set forth at the beginning of this Agreement) plus the maximum number of Payment Relief Pause months the Student could use.
23. "**Transition Period**" means the period set forth in Section 7.
24. "**Upper Income-Cutoff**" In circumstances when your income exceeds an Upper Income Cut-Off of \$75,000.00 (expressed annually, or annual \$6,250 monthly), we will assume your income is \$75,000.00 (expressed annually) for the purposes of calculating your Monthly Payments. Any income above \$75,000.00 will not be included in your monthly payment calculation.
25. "**Year**" means the period from January 1 to December 31 in a given year.

EXHIBIT A

TYPE OF FEE	AMOUNT OF FEE	EXPLANATION OF FEE
Late Payment	\$7.80 or 5% of the Payment whichever is greater	Late Payments will be subject to a delinquency charge that will be assessed each time that a payment is due (or the maximum amount allowed by law for failure to make payments under a contract).
Late Document Provision Fee	\$20.00	The amount you will have to pay if you fail to provide your documentation on the date it is due.
Stop Payment or Returned Check	\$30.00	The amount that you will have to pay if a check you sent was returned because of a stop payment order or if there are insufficient funds in your amount to cover the check and the check is returned by your bank or credit union.
Returned Item or Electronic Debit	\$30.00	The amount you will have to pay if an electronic debt submitted by Funder is refused by your bank or credit union.