

Financial Statements

December 31, 2025 and 2024

Willoughby Corner Multifamily LLLP

Willoughby Corner Multifamily LLLP

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December 31, 2025 and 2024

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Independent Auditor's Report

To the Partners
Willoughby Corner Multifamily LLLP
Boulder, Colorado

Report on the Audit of the Financial Statements

Opinion

We have audited the financial statements of Willoughby Corner Multifamily LLLP, which comprise the balance sheets as of December 31, 2025 and 2024, and the related statements of operations, partners' equity, and cash flows for the year ended December 31, 2025 and for the period from inception (March 10, 2023) to December 31, 2024 and the related notes to the financial statements.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the financial position of Willoughby Corner Multifamily LLLP as of December 31, 2025 and 2024, and the results of its operations and its cash flows for the year ended December 31, 2025 and for the period ended December 31, 2024, in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Willoughby Corner Multifamily LLLP and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Willoughby Corner Multifamily LLLP's ability to continue as a going concern for one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Willoughby Corner Multifamily LLLP's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Willoughby Corner Multifamily LLLP's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audits.

Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The Schedules of Maintenance and Operating, Administrative, Insurance, and Interest Expenses are presented for the purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audits of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

A handwritten signature in cursive script that reads "Eide Bailly LLP".

Fargo, North Dakota
April 22, 2026

Willoughby Corner Multifamily LLLP

Balance Sheets

December 31, 2025 and 2024

	2025	2024
Assets		
Cash	\$ 1,218,651	\$ 276,000
Accounts receivable		
Tenants	39,045	462
Other	12,749	-
Prepaid expenses	13,266	18,694
Tenant security deposits	65,051	1
Restricted cash	2	2
Property and equipment, at cost, net of accumulated depreciation	67,448,512	67,682,181
Tax credit fees, net of accumulated amortization of \$16,985 in 2025 and \$0 in 2024	295,577	196,988
Other assets	616,991	512,447
	<u>\$ 69,709,844</u>	<u>\$ 68,686,775</u>
Liabilities and Partners' Equity		
Liabilities		
Accounts payable	\$ 61,303	\$ 54,751
Accounts payable - construction	-	4,656,799
Due to related parties	457,168	190,164
Accrued expenses	1,769,957	928,580
Tenant security deposits payable	69,550	12,600
Construction bonds and note payables	41,817,441	33,232,590
Developer fee payable	4,939,063	5,102,263
Long-term debt	19,416,880	19,016,880
	<u>68,531,362</u>	<u>63,194,627</u>
Partners' Equity	<u>1,178,482</u>	<u>5,492,148</u>
	<u>\$ 69,709,844</u>	<u>\$ 68,686,775</u>

Willoughby Corner Multifamily LLLP

Statements of Operations

Year Ended December 31, 2025 and the Period Ended December 31, 2024

	2025	2024
Revenue		
Tenant rent	\$ 2,202,143	\$ 25,617
Rental assistance	258,601	9,319
Less vacancies	(854,260)	(6,897)
Net rental income	1,606,484	28,039
Tenant charges	14,596	-
Other income	7,798	322
Total revenue	1,628,878	28,361
Expenses		
Maintenance and operating	307,142	837
Utilities	334,361	-
Administrative	293,695	78,631
Insurance	101,196	2,110
Interest	2,872,304	38,295
Depreciation and amortization	2,759,153	41,610
Total expenses	6,667,851	161,483
Net Loss	\$ (5,038,973)	\$ (133,122)

Willoughby Corner Multifamily LLLP

Statements of Partners' Equity

Year Ended December 31, 2025 and the Period Ended December 31, 2024

	General Partner	Limited Partners	Investment Partner	State Investment Partner	Total
Balance, March 10, 2023	\$ -	\$ -	\$ -	\$ -	\$ -
Contributions	50	60	4,979,853	725,307	5,705,270
Syndication costs	-	-	(50,000)	(30,000)	(80,000)
Net loss	(7)	(20)	(131,764)	(1,331)	(133,122)
Balance, December 31, 2024	43	40	4,798,089	693,976	5,492,148
Contributions	-	-	-	725,307	725,307
Net loss	(252)	(756)	(4,987,575)	(50,390)	(5,038,973)
(Deficit) Balance, December 31, 2025	<u>\$ (209)</u>	<u>\$ (716)</u>	<u>\$ (189,486)</u>	<u>\$ 1,368,893</u>	<u>\$ 1,178,482</u>

Willoughby Corner Multifamily LLLP

Statements of Cash Flows

Year Ended December 31, 2025 and the Period Ended December 31, 2024

	2025	2024
Operating Activities		
Net loss	\$ (5,038,973)	\$ (133,122)
Adjustments to reconcile net loss to net cash (used for) from operating activities		
Depreciation	2,742,168	41,610
Amortization	16,985	-
Changes in operating assets and liabilities		
Accounts receivable	(51,332)	(462)
Prepaid expenses	5,428	(18,694)
Accounts payable	6,552	108,947
Accrued expenses	841,377	380,010
Due to related parties	1,839	-
Tenant security deposits payable	56,950	12,600
Net Cash (used for) from Operating Activities	(1,419,006)	390,889
Net Cash Used for Investing Activity		
Purchase of property and equipment	(6,900,133)	(57,280,191)
Financing Activities		
Payment of tax credit fees	(115,574)	(196,988)
Payment of other assets	(104,544)	(512,447)
Proceeds from construction bonds payable	8,584,851	33,232,590
Payment of developer fees	(163,200)	-
Proceeds from issuance of long-term debt	400,000	19,016,880
Payment of syndication costs	-	(80,000)
Partner contributions	725,307	5,705,270
Net Cash from Financing Activities	9,326,840	57,165,305
Net Change in Cash, Tenant Security Deposits, and Restricted Cash	1,007,701	276,003
Cash, Tenant Security Deposits, and Restricted Cash, Beginning of Year / Period	276,003	-
Cash, Tenant Security Deposits, and Restricted Cash, End of Year / Period	\$ 1,283,704	\$ 276,003
Cash	\$ 1,218,651	\$ 276,000
Tenant Security Deposits	65,051	1
Restricted Cash	2	2
Total cash, tenant security deposits, and restricted cash	\$ 1,283,704	\$ 276,003

Willoughby Corner Multifamily LLLP

Statements of Cash Flows

Year Ended December 31, 2025 and the Period Ended December 31, 2024

	2025	2024
Supplemental Disclosure of Cash Flow Information		
Cash payments for interest, net of capitalized interest	\$ 2,064,050	\$ 16,377
Supplemental Disclosure of Noncash Investing and Financing Activities		
Increase in property and equipment from developer fee payable	\$ -	\$ 5,102,263
Increase in property and equipment from accounts payable - construction	\$ -	\$ 4,656,799
Increase in property and equipment from due to related party	\$ 265,165	\$ 135,968
Increase in property and equipment from accrued interest	\$ -	\$ 548,570

Note 1 - Principal Business Activity and Significant Accounting Policies**Principal Business Activity, Risks, and Uncertainty**

Willoughby Corner Multifamily LLLP (the Partnership) was formed March 10, 2023, as a limited liability limited partnership under the laws of the State of Colorado and shall continue in perpetual existence, unless dissolved or terminated at an earlier date. The Partnership was formed for the purpose to develop, finance, own, maintain, and operate a 129-unit low income multi-family housing complex located in Lafayette, Colorado. Substantially all the Partnership's income is derived from the rental of its apartment units. The Partnership began operations in November 2024.

The Partnership has qualified and been allocated low-income housing tax credits pursuant to the Internal Revenue Code Section 42, which regulates the use of the complex as to occupant eligibility and unit gross rent, among other requirements. The Partnership must meet the provisions of these regulations during each of 15 consecutive years in order to continue to qualify to receive the tax credits. Failure to comply with occupant eligibility and unit gross rent or to correct noncompliance within a specified time period could result in recapture of the previously taken low-income housing tax credits plus interest. Such potential noncompliance may require an adjustment to the contributed capital by the Partners. All units within this project are subject to rent restrictions and qualified tenant restrictions as required by the Low Income Housing Tax Credit Program.

Concentrations of Credit Risk

The Partnership maintains its cash in bank deposit accounts which exceed federally insured limits. Accounts are guaranteed by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 per depositor, per insured bank, for each account ownership category. At December 31, 2025 and 2024, the Partnership had approximately \$1,068,000 and \$40,800, respectively, in excess of FDIC-insured limits.

Receivables and Credit Policy

Accounts receivable are rents and charges currently due from tenants, amounts due from a related party (Note 9), and an amount due from the insurance company. Payments on accounts receivable are applied to specific months. Management reviews accounts receivable monthly and charges operations with those considered uncollectible. All remaining accounts receivable are considered collectible.

Property and Equipment

Property and equipment is recorded at cost. Expenditures for renewals and improvements that significantly add to the productive capacity or extend the useful life of an asset are capitalized. Expenditures for maintenance and repairs are charged to expense. When equipment is retired or sold, the cost and related accumulated depreciation are eliminated from the accounts and the resultant gain or loss is reflected in income.

Depreciation is computed principally by the straight-line method over the following estimated useful lives:

Land improvements	15 years
Buildings and improvements	30 years
Furniture and fixtures	5 years

The Partnership reviews the carrying value of property and equipment for impairment whenever events and circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. In cases where undiscounted expected future cash flows are less than the carrying value, an impairment loss is recognized equal to an amount by which the carrying value exceeds the fair value of assets. The factors considered by management in performing this assessment include current operating results, trends and prospects, the manner in which the property is used, and the effects of obsolescence, demand, competition, and other economic factors. Based on this assessment there was no impairment at December 31, 2025 and 2024.

Tax Credit Fees

Tax credit fees are being amortized over a 15-year life using the straight-line method of amortization. Amortization is expected to be approximately \$20,800 for each of the next five years.

Other Assets

Other assets consist of prepaid debt issuance costs on permanent financing. Debt issuance costs will be included within long-term debt on the balance sheet upon issuance of the permanent debt and will be amortized over the period the related obligation is outstanding using the straight-line method, which is a reasonable estimate of the effective interest method.

Income Taxes

As a limited liability limited partnership, the Partnership's taxable income or loss is allocated to partners in accordance with the operating agreement. Therefore, no provision for income taxes has been included in the financial statements.

The Partnership evaluates its tax positions that have been taken or are expected to be taken on income tax returns to determine if an accrual is necessary for uncertain tax positions. As of December 31, 2025 and 2024, the unrecognized tax benefit accrual was zero. The Partnership will recognize future accrued interest and penalties related to unrecognized tax benefits in income tax expense if incurred.

Rental Income

Housing units are rented under operating lease agreements with terms of one year or less. Tenant rent income and rental assistance are recognized in the month in which they are earned rather than received. Any rent received prior to the month of occupancy is reported as prepaid rent. Tenant rent and rental assistance represents gross rent for all units in the project. Vacancy losses for unrented units are recorded as a reduction to gross rent potential to arrive at net rental income.

The future cash flows from operating lease payments to be received as of December 31, 2025 in 2026 are approximately \$903,300.

Advertising and Marketing

Advertising and marketing costs are expensed as incurred.

Organization Costs

Costs of \$0 and \$106,173, respectively, incurred for the organization of the Partnership have been expensed in the year ended December 31, 2025, and for the period from inception to December 31, 2024.

Estimates

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

Note 2 - Restricted Cash

Restricted cash at December 31, 2025 and 2024 consists of the following:

	2025	2024
Replacement reserve	\$ 1	\$ 1
Operating reserve	1	1
	<u>\$ 2</u>	<u>\$ 2</u>

Replacement Reserve

Pursuant to the terms of the partnership agreement, the Partnership is to establish a replacement reserve to fund major repairs, capital expenditures, and replacement of capital items. The Partnership is to deposit annually, \$300 per unit per year, increasing at a rate of 3% each year. Any withdrawals from the replacement reserve are to be made with the consent of the special limited partner. As of December 31, 2025 and 2024, the replacement reserve has not been funded.

Operating Reserve

Pursuant to the terms of the partnership agreement, the Partnership is to establish and maintain an operating reserve equal to \$915,000. The reserve is to be funded at the time of third capital installment. The operating reserve shall be maintained for the duration of the tax credit compliance period and shall be used exclusively to pay for operating deficits incurred by the Partnership. Any disbursements from the operating reserve are to be made with the consent of the special limited partner. As of December 31, 2025 and 2024, the operating reserve has not been funded.

Note 3 - Tenant Security Deposits

Pursuant to management policy, the Partnership has set aside funds as of December 31, 2025 and 2024 to repay tenant security deposits after lease termination.

Note 4 - Property and Equipment

As disclosed in Note 1, the Partnership owns and operates a 129-unit low-income housing project in Lafayette, Colorado. All of the Partnership's property and equipment is subject to operating leases with the residential tenants at December 31, 2025 and 2024.

Property and equipment at December 31, 2025 and 2024 consists of the following:

	2025	2024
Land	\$ 1,573,200	\$ 1,573,200
Land improvements	6,270,212	4,665,483
Buildings and improvements	60,311,209	59,474,898
Furniture and fixtures	2,077,669	2,010,210
	<u>70,232,290</u>	<u>67,723,791</u>
Accumulated depreciation	<u>(2,783,778)</u>	<u>(41,610)</u>
	<u><u>\$ 67,448,512</u></u>	<u><u>\$ 67,682,181</u></u>

Interest of \$0 and \$1,652,077, respectively, incurred during the year ended December 31, 2025 and for the period from inception to December 31, 2024, has been capitalized as a cost of property and equipment.

Note 5 - Accrued Expenses

Accrued expenses at December 31, 2025 and 2024 consist of the following:

	2025	2024
Interest		
FirstBank construction bonds and note payable	\$ 199,341	\$ 133,365
\$14,124,106 Boulder County Housing Authority (Note 9)	1,176,575	576,028
\$1,646,094 Boulder County Housing Authority (Note 9)	190,433	115,562
\$1,470,000 Boulder County Housing Authority (Note 9)	170,061	103,200
	1,736,410	928,155
Management Fees (Note 9)	9,024	-
Subordinate Management Fees (Note 9)	24,523	425
	<u>\$ 1,769,957</u>	<u>\$ 928,580</u>

Note 6 - Construction Bonds and Note Payable

The Partnership financed the construction of the project in part with 5.22% Multi-Family Housing Revenue Bonds issued by BCHA (issuer) and payable to FirstBank, in an amount up to \$37,791,108. The bonds are secured by a deed of trust, security agreement and fixture filing. Interest only payments are to be made through the expected conversion date, June 1, 2026 (extended maturity date). As of December 31, 2025 and 2024, the balance of the construction bonds payable was \$37,791,108 and \$33,232,590, respectively.

During 2025, the Partnership incurred interest of \$1,956,718 on these bonds, which has been expensed. During the period from inception to December 31, 2024, the Partnership incurred interest of \$895,582, of which \$868,694 was capitalized as a cost of property and equipment and \$26,888 was expensed. As of December 31, 2025 and 2024, the Partnership owed accrued interest of \$169,871 and \$133,365, respectively, on the bonds.

The Partnership financed the construction of the project in part with a variable rate (8.5% as of December 31, 2025) construction note payable to FirstBank in an amount up to \$4,026,333. The note is secured by a deed of trust, security agreement and fixture filing. Interest only payments are to be made through the expected conversion date, June 1, 2026 (extended maturity date). As of December 31, 2025 and 2024, the balance of the construction note payable was \$4,026,333 and \$0, respectively.

During the year ended December 31, 2025 and for the period ended December 31, 2024, the Partnership incurred interest of \$173,308 and \$0, respectively, on the construction note payable, which has been expensed. As of December 31, 2025 and 2024, the Partnership owed accrued interest of \$29,470 and \$0, respectively, on the construction note payable.

The bonds and note payable are expected to be paid down from capital contributions to a permanent amount of \$13,150,000 and bear interest at 5.22%.

Note 7 - Long-Term Debt

Long-term debt at December 31, 2025 and 2024 consists of:

	<u>2025</u>	<u>2024</u>
Related Party		
4.25%, \$14,124,106 mortgage note payable to BCHA, payments are to be made from available cash flow, unpaid principal and interest due May 2065, secured by a deed of trust, security agreement, financing statement and fixture filing	\$ 14,124,106	\$ 13,724,106
4.25%, \$1,646,094 mortgage note payable to BCHA, payments are to be made from available cash flow, unpaid principal and interest due May 2065, secured by a deed of trust, security agreement, financing statement and fixture filing	1,646,094	1,646,094
4.25%, \$1,470,000 mortgage note payable to BCHA, payments are to be made from available cash flow, unpaid principal and interest due May 2055, secured by a deed of trust, security agreement, financing statement and fixture filing	1,470,000	1,470,000
0%, \$2,176,680 mortgage note payable to BCHA, payments are to be made from available cash flow, unpaid principal and interest due May 2065, secured by a deed of trust, security agreement, financing statement and fixture filing	<u>2,176,680</u>	<u>2,176,680</u>
Total long-term debt	<u>\$ 19,416,880</u>	<u>\$ 19,016,880</u>

There are no expected maturities for the next 5 years on the above related party notes as they are due only from available cash flows.

Note 8 - Property Taxes

The Partnership is exempt from property taxes under C.R.S 29-4-507 through Willoughby Corner Multifamily GP LLC. Currently there is no expiration date on the property tax exemption for so long as Willoughby Corner Multifamily GP LLC owns interest in the Partnership.

Note 9 - Related Party Transactions**Developer Fees**

A developer fee of \$5,610,562 to BCHA, an affiliate of the general partner, has been capitalized as a cost of property and equipment. For the year ended December 31, 2025 and the period ended December 31, 2024, the Partnership paid \$163,200 and \$508,299, respectively, for developer fees. The developer fee payments in 2024 are included in the purchase of property and equipment on the statement of cash flows. As of December 31, 2025 and 2024, the Partnership owes BCHA \$4,939,063 and \$5,102,263, respectively, for developer fees, which are expected to be paid from capital contributions and available cash flow. The developer fee is due no later than 15 years from the second capital contribution.

Due From and Due to Related Parties

As of December 31, 2025 and 2024, the Partnership is owed \$1,894 and \$0, respectively, from Willoughby Corner Seniors LLLP, an affiliate entity of the Partnership, for operational costs incurred on behalf of the affiliate entity by the Partnership.

As of December 31, 2025 and 2024, the Partnership owes Willoughby Corner Property Owners' Association, Inc., an affiliate entity of the Partnership, \$5,813 and \$0, respectively, for expenses incurred on behalf of the Partnership, which is included in due to related parties on the balance sheets.

During 2025 and the period ended December 31, 2024, BCHA paid for construction costs on behalf of the Partnership. As of December 31, 2025 and 2024, the Partnership owes the general partner \$401,133 and \$135,968, respectively, for construction costs, which are included in due to related parties on the balance sheets.

The construction advances are expected to be paid from capital contributions from the investment partner.

Mortgage Notes Payable and Accrued Interest

The Partnership has entered into multiple loan agreements with BCHA (Note 7). For the year ended December 31, 2025, the Partnership incurred interest of \$742,278, which has been expensed. For the period from inception to December 31, 2024, the Partnership incurred interest of \$794,790, of which \$783,383 has been capitalized as a cost of property and equipment and \$11,407 was expensed. As of December 31, 2025 and 2024, the Partnership owes BCHA \$1,537,068 and \$794,790, respectively, for accrued interest (Note 5).

Operating Deficit Guaranty

Pursuant to the partnership agreement, the general partner is required to fund operating deficits commencing from the third capital contribution and five years thereafter as defined in the agreement, up to \$913,318. The operating deficit loan shall bear no interest and shall be payable from cash flow. As of December 31, 2025 and 2024, the general partner has not made any operating deficit advances.

Management Fees

The Partnership has entered into a management agreement with BCHA to provide management services for the project. Under the terms of the agreement, the Partnership is to pay management fees equal to 4.5% of total gross income. During the year ended December 31, 2025 and the period ended December 31, 2024, the Partnership incurred management fees of \$72,292 and \$1,277, respectively to BCHA. As of December 31, 2025 and 2024, the Partnership owed BCHA \$9,024 and \$0, respectively, for accrued management fees.

The Partnership is to pay subordinate management fees equal to the excess of management fees, up to 6% of gross income. The subordinate management fee shall be payable from available cash flow. During the year ended December 31, 2025 and the period ended December 31, 2024, the Partnership incurred subordinate management fees of \$24,097 and \$425, respectively. As of December 31, 2025 and 2024, the Partnership owes BCHA \$24,523 and \$0, respectively, for subordinate management fees.

For the year ended December 31, 2025 and for the period from inception to December 31, 2024, the Partnership reimbursed BCHA approximately \$100,700 and \$0, respectively, for various office expenses, payroll and other operating expenses incidental to the operations of the project. As of December 31, 2025 and 2024, the Partnership owes BCHA \$50,222 and \$54,196, respectively for payroll and other operating expenses, which is included in due to related parties on the balance sheets.

Asset Management Fees

Pursuant to the partnership agreement, the special limited partner shall be paid an annual, cumulative asset management fee of \$5,000, increasing by 3% each year, commencing on the date of the third capital contribution. The asset management fee shall be payable from available cash flow. The Partnership did not incur or pay any asset management fees for the year ended December 31, 2025 and for the period from inception to December 31, 2024 as the third capital contribution has not been received.

State Asset Management Fees

Pursuant to the partnership agreement, the state investment partner shall be paid an annual, cumulative state asset management fee of \$2,000, increasing by 3% each year, commencing on the date of the third capital contribution. The state asset management fee shall be payable from available cash flow. The Partnership did not incur or pay any state asset management fees for the year ended December 31, 2025 and for the period from inception to December 31, 2024 as the third capital contribution has not been received.

Distributions of Cash Flow

Pursuant to the partnership agreement, net cash flow shall be distributed to the Partners in the following priority:

1. First, to the investment partner and state investment partner pro-rata to the credit deficiency.
2. Second, to the payment of asset management fees and state asset management fee and then any amount due to special limited partner.
3. Third, to replenish operating reserve minimum to original balance.
4. Fourth, payment of the subordinate management fee.
5. Fifth, payment of the development fee.
6. Sixth, payment of the deferred management fee.
7. Seventh, payment of any operating deficit loan and development deficit loan.
8. Eighth, payment of the BCHA seller loan until paid in full.
9. Ninth, payment of the BCHA gap loan and BCHA worthy cause loan until fully paid.
10. Tenth, payment of the BCHA ARPA loan until fully paid.
11. The balance shall then be distributed 1% to the state investment partner, 10% to the investment partner, 0.005% to the general partner, 88.895% to the administrative limited partner and 0.01% to the special limited partner.

Note 10 - Partners' Equity

<u>Partners</u>	<u>Ownership Percentages</u>
General	
Willoughby Corner Multifamily GP LLC	0.005%
Administrative Limited	
Willoughby Corner Multifamily ALP LLC	0.005%
Special Limited	
Hudson-FM SLP LLC	0.01%
Investment	
Hudson Willoughby 4% LLC	98.98%
State Investment	
MPC CO Willoughby Corner PCFd, LLC	1.00%
	<u>100.00%</u>

Profit or loss is allocated to the partners in accordance with the partnership agreement. The partners have certain rights and obligations as outlined in the partnership agreement.

Pursuant to the partnership agreement, the general partner is to make capital contributions in the amount of \$50. As of December 31, 2025 and 2024, the general partner has made contributions of \$50 to the Partnership.

Pursuant to the partnership agreement, the administrative limited partner is to make capital contributions in the amount of \$50. As of December 31, 2025 and 2024, the administrative limited has made contributions of \$50 to the Partnership.

Pursuant to the partnership agreement, the special limited partner is to make capital contributions in the amount of \$10. As of December 31, 2025 and 2024, the special limited partner has made contributions of \$10 to the Partnership.

Pursuant to the partnership agreement, the investment partner is to make capital contributions in the amount of \$33,859,841. As of December 31, 2025 and 2024, the investment partner has made contributions of \$4,979,853 to the Partnership, which includes syndication costs of \$50,000.

Pursuant to the partnership agreement, the state investment partner is to make capital contributions in the amount of \$4,842,053. As of December 31, 2025 and 2024, the state investment partner has made contributions of \$1,450,614 and \$725,307 to the Partnership, which includes syndication costs of \$30,000.

Note 11 - Subsequent Events

Subsequent to year-end, the Partnership received capital contributions from the state investment limited partner for \$3,323,744 and the investment limited partner for \$4,364,323, which were used to pay down the construction bonds and notes payable.

The Partnership has evaluated subsequent events through April 22, 2026, the date which the financial statements were available to be issued.

Supplementary Information
December 31, 2025 and 2024

Willoughby Corner Multifamily LLLP

Willoughby Corner Multifamily LLLP

Schedules of Maintenance and Operating, Administrative, Insurance, and Interest Expenses Year Ended December 31, 2025 and the Period Ended December 31, 2024

	2025	2024
Maintenance and Operating		
Reimbursed maintenance payroll and benefits	\$ 189,085	\$ 136
Contracted services	34,350	498
Trash removal	20,960	-
Grounds maintenance	17,586	-
Snow removal	16,584	-
Maintenance supplies	15,481	203
Other maintenance and operating	13,096	-
	<u>\$ 307,142</u>	<u>\$ 837</u>
Utilities		
Electricity	\$ 216,641	\$ -
Water and sewer	114,455	-
Other utilities	3,265	-
	<u>\$ 334,361</u>	<u>\$ -</u>
Administrative		
Reimbursed manager payroll and benefits	\$ 155,452	\$ -
Management fees	72,292	1,277
Subordinate management fees	24,097	425
Advertising	13,459	-
Audit and accounting	12,024	-
Legal	6,809	-
Other administrative	9,562	756
Organizational	-	76,173
	<u>\$ 293,695</u>	<u>\$ 78,631</u>
Insurance	<u>\$ 101,196</u>	<u>\$ 2,110</u>
Interest		
FirstBank construction bonds	\$ 2,130,026	\$ 26,888
BCHA 4.25% - \$14,124,106	600,547	10,161
BCHA 4.25% - \$1,646,094	74,870	1,246
BCHA 4.25% - \$1,470,000	66,861	-
	<u>\$ 2,872,304</u>	<u>\$ 38,295</u>