No.______ Name of Offeree: ________________________

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

ACCREDITED INVESTORS ONLY

Blue-OCN- Capital Holdings, LLC

A Delaware Limited Liability Company

Minimum Initial Investment $50,000.00[1]

Date of Memorandum:
September 19, 2024

THE SECURITIES ADDRESSED HEREIN INVOLVE A HIGH DEGREE OF RISK

Manager:
Lincoln Village MGR, LLC
251 W Central Avenue, Unit #255
Springboro, OH 40566

IF YOU DO NOT MEET THE CRITERIA TO BE AN "ACCREDITED INVESTOR" AS DEFINED BY THE SECURITIES ACT OF 1933[2], THEN DO NOT PROCEED TO REVIEW THIS MEMORANDUM AS THIS INVESTMENT OFFERING SHALL BE VOID WITH RESPECT TO YOUR INTEREST IN INVESTING.

[1] The Manager may accept a lesser amount in its sole discretion.
[2] *See* 17 CFR 230.501(a): the definition of an "Accredited Investor".

CONFIDENTIAL PRIVATE OFFERING MEMORANDUM

Blue-OCN-Capital Holdings, LLC

Offering of Units: 2,500 Class A Units; Offering Proceeds: $2,500,000.00

Blue-OCN-Capital Holdings, LLC, a Delaware limited liability company (the "Company"), is offering for sale to persons who qualify as "accredited investors" (as defined herein) up to a maximum of 2,500 Class A Units for a purchase price of $1,000.00 per Investor Unit (the "Offering") for a total offering of $2,500,000. A "Class A Unit" consists of a membership interest in the Company with certain rights specified in the Operating Agreement of the Company. Investors in the Class A Units pursuant to this Offering will receive certain preferred distribution rights described herein. See "DESCRIPTION OF UNITS" beginning on Page 14.

The Class A Units will be sold in whole Class A Units only. **The Company does not plan to accept subscriptions for less than 50 Class A Units each**. There is a minimum number of 2,000 Class A Units ($2,000,000.00) which are required to be sold in the Offering as a condition to the Company accepting any subscription for Class A Units.

The Company is raising capital along with agency financing for the acquisition of a 48-unit apartment property in Columbus, Ohio currently known as "Lincoln Village Apartments" (the "Project").

THE SECURITIES OFFERED HEREBY ARE SPECULATIVE, INVOLVE A HIGH DEGREE OF RISK AND SHOULD NOT BE PURCHASED BY ANYONE WHO CANNOT AFFORD THE LOSS OF THEIR ENTIRE INVESTMENT. SEE "RISK FACTORS" BEGINNING ON PAGE 6 OF THIS MEMORANDUM, FOR A DISCUSSION OF CERTAIN RISKS RELATED TO AN INVESTMENT IN THE INVESTOR UNITS.

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") OR THE SECURITIES LAWS OF ANY STATE AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS. THESE SECURITIES MAY NOT BE TRANSFERRED OR SOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT AND SUCH LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM.

The date of this Memorandum is September 19, 2024.

Accredited Investors Only

THE INFORMATION CONTAINED IN THIS MEMORANDUM IS CONFIDENTIAL AND PROPRIETARY TO THE COMPANY AND BEING SUBMITTED TO PROSPECTIVE INVESTORS SOLELY FOR SUCH INVESTORS' CONFIDENTIAL USE WITH THE EXPRESS UNDERSTANDING THAT, WITHOUT THE PRIOR WRITTEN PERMISSION OF THE COMPANY, SUCH PERSONS WILL NOT RELEASE THIS DOCUMENT OR DISCUSS THE INFORMATION CONTAINED HEREIN OR MAKE REPRODUCTIONS OF OR USE THIS MEMORANDUM FOR ANY PURPOSE OTHER THAN EVALUATING A POTENTIAL INVESTMENT IN THE SECURITIES. BY ACCEPTING DELIVERY OF ANY OFFERING MATERIALS, THE OFFEREE AGREES (I) TO KEEP CONFIDENTIAL THE CONTENTS THEREOF, AND NOT TO DISCLOSE THE SAME TO ANY THIRD PARTY OR OTHERWISE USE THE SAME FOR ANY PURPOSE OTHER THAN EVALUATION BY SUCH OFFEREE OF A POTENTIAL PRIVATE INVESTMENT IN THE COMPANY, AND (II) TO RETURN THE SAME TO THE COMPANY IF (A) THE OFFEREE DOES NOT SUBSCRIBE TO PURCHASE ANY SECURITIES, (B) THE OFFEREE'S SUBSCRIPTION IS NOT ACCEPTED, OR (C) THE OFFERING IS TERMINATED OR WITHDRAWN.

THE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT, UNDER APPLICABLE STATE SECURITIES LAWS OR PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

THIS MEMORANDUM CONSTITUTES AN OFFER ONLY TO THE OFFEREE TO WHOM THIS MEMORANDUM IS INITIALLY DISTRIBUTED AND DOES NOT CONSTITUTE AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY BY ANYONE IN ANY COUNTRY OR STATE IN WHICH SUCH OFFER OR SOLICITATION IS NOT AUTHORIZED, OR TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE SUCH AN OFFER OR SOLICITATION. THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY ANY SECURITY OTHER THAN THE CLASS A UNITS TO WHICH IT RELATES. THE COMPANY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY SUBSCRIPTION FOR SECURITIES, IN WHOLE OR IN PART, OR TO ALLOT TO ANY PROSPECTIVE INVESTOR FEWER THAN THE NUMBER OF SECURITIES SUCH INVESTOR DESIRES TO PURCHASE.

IN DECIDING WHETHER TO PURCHASE SECURITIES, EACH INVESTOR MUST CONDUCT AND RELY ON ITS OWN EVALUATION OF THE COMPANY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED IN MAKING AN INVESTMENT DECISION WITH RESPECT TO THE SECURITIES. PROSPECTIVE INVESTORS SHOULD NOT CONSTRUE THE CONTENTS OF THIS MEMORANDUM OR ANY PRIOR OR SUBSEQUENT COMMUNICATIONS FROM THE COMPANY, OR ANY PROFESSIONAL ASSOCIATED WITH THE OFFERING, AS LEGAL OR TAX ADVICE. THE OFFEREE AUTHORIZED TO RECEIVE THIS MEMORANDUM SHOULD CONSULT ITS OWN

LEGAL AND TAX COUNSEL, ACCOUNTANT OR BUSINESS ADVISOR, RESPECTIVELY, AS TO LEGAL, TAX AND RELATED MATTERS CONCERNING ITS PURCHASE OF THE SECURITIES.

NO DEALER, SALESPERSON OR OTHER PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATION OTHER THAN THOSE CONTAINED IN THIS MEMORANDUM IN CONNECTION WITH THE OFFERING HEREIN AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATION MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE COMPANY.

THE INFORMATION PRESENTED HEREIN WAS PREPARED BY THE COMPANY AND IS BEING FURNISHED SOLELY FOR USE BY PROSPECTIVE INVESTORS IN CONNECTION WITH THE OFFERING. THIS MEMORANDUM CONTAINS SUMMARIES OF CERTAIN DOCUMENTS, BELIEVED BY THE COMPANY TO BE ACCURATE, BUT REFERENCE IS HEREBY MADE TO SUCH DOCUMENTS FOR COMPLETE INFORMATION CONCERNING THE RIGHTS AND OBLIGATIONS OF THE PARTIES THERETO. COPIES OF SUCH DOCUMENTS ARE EITHER ATTACHED TO THIS MEMORANDUM OR AVAILABLE AT THE OFFICES OF THE COMPANY. ALL OF SUCH SUMMARIES ARE QUALIFIED IN THEIR ENTIRETY BY THIS REFERENCE. FURTHERMORE, THE COMPANY HAS RELIED UPON CERTAIN INFORMATION AND DUE DILIGENCE PROVIDED BY THE SELLER OF THE PROJECT AND HAS ASSUMED THE ACCURACY AND RELIABILITY OF SAME. THERE ARE NO ASSURANCES THAT SUCH INFORMATION IS TRUE, ACCURATE OR COMPLETE.

THIS MEMORANDUM SPEAKS AS OF THE DATE HEREOF. NEITHER THE DELIVERY OF THIS MEMORANDUM NOR ANY SALE MADE HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE COMPANY AFTER THE DATE HEREOF.

THE COMPANY WILL MAKE AVAILABLE TO ANY PROSPECTIVE INVESTOR, PRIOR TO THE CLOSING, THE OPPORTUNITY TO ASK QUESTIONS OF AND TO RECEIVE ANSWERS FROM REPRESENTATIVES OF THE COMPANY CONCERNING THE COMPANY OR THE TERMS AND CONDITIONS OF THE OFFERING AND TO OBTAIN ANY ADDITIONAL RELEVANT INFORMATION TO THE EXTENT THE COMPANY POSSESSES SUCH INFORMATION OR CAN OBTAIN IT WITHOUT UNREASONABLE EFFORT OR EXPENSE. INVESTORS AGREE TO ADVISE THE COMPANY IN WRITING IF THEY ARE RELYING UPON ANY SUCH INFORMATION.

IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE ISSUER AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE,

THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATIONS TO THE CONTRARY IS A CRIMINAL OFFENSE.

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ATTACHMENTS

EACH PROSPECTIVE INVESTOR IS URGED TO READ THE ABOVE-LISTED ATTACHMENTS THOROUGHLY AND IN THEIR ENTIRETY BEFORE MAKING AN INVESTMENT DECISION.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Memorandum and the attachments to this Memorandum contain forward-looking statements. These statements relate to future events or the Company's future financial performance, and involve known and unknown risks, uncertainties, and other factors that may cause the Company's actual results, levels of activity, performance or achievements to be materially different from any future results, levels of activity, performance or achievements expressed or implied by these forward-looking statements. These risks and other factors include, among other things, those listed under "Risk Factors" and elsewhere in this Memorandum and the attachments to this Memorandum. In some cases, you can identify forward-looking statements by terminology such as "may," "will," "should," "expects," "intends," "plans," "anticipates," "believes," "estimates," "predicts," "potential," "continue," or the negative of these terms or other comparable terminology. These statements are only predictions. Actual events or results may differ materially. In evaluating these statements, you should specifically consider various factors, including the risks outlined under the "Risk Factors" heading below. These factors may cause the Company's actual results to differ materially from any forward-looking statement.

SUMMARY

Each investor is urged to read this Memorandum in its entirety and the attachments hereto and carefully consider the information set forth under the heading "Risk Factors." Unless the context requires otherwise, the information in this Memorandum assumes that the Offering is fully subscribed. The information in this Memorandum (collectively, the "Information") has been prepared to assist interested parties in making their own evaluation of the Company and does not purport to contain all of the information that a prospective investor may need or desire. In all cases, interested parties should conduct their own investigation and analysis of the Company and the Information. The Company generally has not independently verified any of the Information, including any projections contained in the Information.

The Information includes certain statements, estimates and projections provided by the Company with respect to its anticipated future performance. Such statements, estimates and projections reflect various assumptions by the Company concerning anticipated results, which assumptions may or may not prove to be correct, are subject to future events that are not subject to precise prediction and are subject to unforeseen events. No representations are made as to the accuracy of such statements, estimates or projections.

The Company

Company Name:	Blue-OCN-Capital Holdings, LLC
Date Formed:	August 29, 2022
Business Office:	Blue-OCN-Capital Holdings, LLC c/o Lincoln Village MGR, LLC 251 W Central Avenue, Unit #255 Springboro, OH 45066
Contact Person:	Danielle Robison, Philip Robison, Michael Rogers Corica
Business Purpose:	The Company was formed to purchase and operate a 48-Unit apartment community currently known as Lincoln Village Apartments located at 80 Old Village Rd, Columbus, OH 43228.

The Offering

Number and price Class A Units:	**2,500 Class A Units are being offered at a price of $1,000.00 per Class A Unit, for a total gross offering price of $2,500,000.00. (*This may be revised by the Manager in its sole discretion.)***
Company's Right of Rejection:	The Class A Units are offered subject to prior sale and subject to the right of the Company to reject any Subscription Agreement for any reason or no reason, whether in whole or in part, in its sole and absolute discretion.
Minimum Investment	The Company intends to accept only subscriptions for 50 Class A Units ($50,000.00) or greater; however, the Company in its sole discretion may elect to accept subscriptions for less than 50 Class A Units in its sole discretion without requirement to do so.
No escrow of subscription monies; termination of Offering; minimum proceeds for closing:	The proceeds of the Offering will be held pending acceptance of the subscriptions. If the Company determines not to accept any subscriptions pursuant to the Offering, all funds received from prospective investors will be returned to such investors without interest. The Offering may be closed in one or more tranches, and a minimum sale of 2,000 Class A Units is required prior to the closing of any sale of Class A Units pursuant to the Offering in the amount of $2,000,000.00. It is anticipated that the closing will occur pursuant to the Purchase Agreement relating to the Project. **See** "**RISK FACTORS – Minimum Sale of Class A Units is Less than Amount Needed to Fund Acquisition and Operation of the Project**." The Company's managers, officers, members and/or affiliates may purchase Class A Units on the same terms and conditions as other investors. It is currently anticipated that Freedom Capital Investments, LLC, a Wyoming limited liability company, or Michael Corica or its affiliates may (without obligation) purchase and hold for its own account an undetermined number of Class A Units.

Subscriptions may not be revoked for 180 days. **See "RISK FACTORS – Subscription of Class A Units is Irrevocable for 180 Days."** Thereafter, subscriptions may be revoked prior to the closing of the Offering, provided that written notice of revocation is sent by certified or registered mail, return receipt requested, and is received by the Company at least seven (7) business days prior to the closing on such subscriptions. In the event of any such revocation, or in the event that the Offering is terminated for any reason without a closing, subscription proceeds will be refunded without interest.

The Company may terminate the Offering, for any reason or no reason, at any time before or after the sale of all or any portion of the Class A Units offered in the Offering in its sole discretion.

Payment of the purchase price: The purchase price for each Unit is $1,000.00 and is payable at the time of the subscription in cash (by check made payable to the Company), or by wire transfer as determined by the Manager(s) of the Company.

Subscription Documents: The purchase of Class A Units shall be made pursuant to a Subscription Agreement (a form of which is attached hereto as Attachment B) which will include an Investor Questionnaire. The execution and delivery by a purchaser to the Company of a Subscription Agreement will constitute a binding offer to purchase Class A Units at $1,000.00 per Class A Unit and an agreement to hold his, her or its offer open until it is accepted or rejected by the Company, or until the subscriber notifies the Company (at least 180 days after the date of the subscriber's Subscription Agreement, but prior to acceptance of the offer) in writing that he, she or it is withdrawing the offer, whichever comes first. Each subscriber will also be required to execute two copies of a signature page to the Operating Agreement of the Company whereby such subscriber will become bound by such Agreement.

Determination of Offering Price: The offering price of the Class A Units was determined arbitrarily by the Company and is not tied to criteria of value such as assets, earnings, or book value.

Restrictions on Resale: The Company has no present intention to register the resale of the Class A Units under state or Federal securities laws and no holder of Class A Units has any right to require the Company to engage in such a registration or take any action which would require that the Company register its securities. Accordingly, the Class A Units are subject to restrictions on transferability and may not be transferred or resold except as permitted under the Securities Act, under applicable state securities laws or pursuant to registration or an exemption therefrom along with an opinion of counsel that any such contemplated transfer will NOT result in a registration event under the Securities Act as written. In addition, the Operating Agreement of the Company contains significant restrictions on transfer of the Class A Units. **See** "**RISK FACTORS** – **Absence of Public Market; Restrictions on Transfer**".

SUMMARY DESCRIPTION OF UNITS

Membership Interests in the Company are divided into Units currently consisting of two classes: Class A Units and Class B Units. It is anticipated that, after giving effect to the Offering, assuming all of the Class A Units are sold in the Offering, the Company will have a total of **2,600** Units outstanding consisting of: 2,500 Class A Units and 100 Class B Units. As used in this Memorandum the term "Units" shall refer to all Class A Units and Class B Units. A total of up to 2,500 Units are being offered for sale in this Offering; however, it is anticipated that or its affiliates may (but are not obligated to) purchase and hold for its own account an undetermined amount the Class A Units *or no units at all*. All of the Class B Units are initially expected to be held by Lincoln Village MGR, LLC, a Wyoming limited liability company (the "Manager"), or their affiliates. The Operating Agreement of the Company governs and defines all classes of Units. Any prospective investor considering and investment in the Class A Units should carefully read the Operating Agreement of the Company prior to making any investment decision with respect to the Class A Units. **See** "**DESCRIPTION OF UNITS**" beginning on Page 14.

RISK FACTORS

AN INVESTMENT IN THE COMPANY INVOLVES CERTAIN RISKS (INCLUDING BUSINESS AND LEGAL RISKS) AND IS SUITABLE ONLY FOR PERSONS OF SUBSTANTIAL FINANCIAL MEANS WHO HAVE NO NEED FOR LIQUIDITY IN THEIR INVESTMENT. IN ADDITION TO INVESTMENT RISKS IN GENERAL AND THE RISKS SET FORTH ELSEWHERE IN THIS MEMORANDUM, PROSPECTIVE INVESTORS AND THEIR REPRESENTATIVES SHOULD GIVE CAREFUL CONSIDERATION, AMONG OTHER ITEMS WITHOUT LIMITATION, TO THE FOLLOWING FACTORS IN ANALYZING THE OFFERING:

Sufficiency of Capital

The Company is currently in the process of attempting to raise the capital required to acquire the Project and achieve its business objectives. Although management expects the proceeds of the Offering (assuming the maximum number of Class A Units are sold, of which there can be no assurance) together with the contemplated debt financing described below to be sufficient to complete the acquisition of the Project and commence operations, additional capital may be required. If such additional capital is required, there can be no assurance that the Company will be able to obtain additional funds on terms acceptable to the Company and at times required by the Company or on terms that are not significantly dilutive to the holders of the Class A Units.

No Operating History

While the Managers of the Company have significant experience in operating multifamily residential properties, the Company has been newly formed and has no operating history upon which an evaluation of the Company's performance and prospects can be made.

Risks of Debt Financing

The Company has assumed approximately $2,667,000.00 pursuant to a mortgage loan or assumption of the existing mortgage loan, although there can be no assurance it will do so. Failure to complete such financing will prevent the Company from completing the purchase of the Project or require the Company to seek alternative financing which could be on terms much less favorable than currently anticipated. In such event, the returns to the investors and the cash flow generated by the Project could be materially and adversely affected. If the Company is not able to obtain financing acceptable to its Manager(s), then the Purchase Agreement will be terminated, and any funds delivered to the Company from potential investors would be returned. To the extent it incurs debt, the Company will be subject to the risks associated with interest rates and debt financing, including the risks that the Company's cash flow from operations will be insufficient to meet required payments of principal and interest, that the Company will be unable to refinance the indebtedness on its equipment, that the terms of such refinancing will not be as favorable as the terms of the existing indebtedness and that the Company will be unable to make necessary capital expenditures for such purposes as renovations and replacements of equipment due to lack of available funds.

Governmental Regulation

Governmental authorities at the federal, state and local levels are actively involved in the promulgation and enforcement of laws and regulations relating to the environment, public access, land use, zoning restrictions and taxes. Any of these laws and regulations may be amended or modified at any time. The Company may be required to alter its operations or incur significant additional expenses in order to comply with applicable laws and regulations.

Dependence on Key Personnel

The Company is highly dependent on the skills of its management and key employees or participants, including Danielle Robison, Philip Robison, and Michael Rogers Corica. The loss of the services of any such individuals could have a material adverse effect on the Company's business and prospects.

Arbitrary Determination of Offering Price

The offering price for the Class A Units was determined arbitrarily by the Company and is not tied to criteria of value such as assets, earnings or book value. There can be no assurance that an independent analysis by a third party would result in the same valuation of the Company, or that the offering price bears any relationship to the fair market value of the Class A Units.

Voting Control

The Class A Units do not have voting rights. Accordingly, the holders of the Class B Units will have the exclusive right to elect members of the Manager(s) of the Company and to make decisions requiring the approval of the members of the Company. As a result, the Class B Units will be able to exercise control over most matters requiring member approval, including most amendments to the Company's Operating Agreement, amendments to and approval of certain transactions with managers, members and other insiders and other significant transactions including agreements to acquire or be acquired by other companies, to sell the Company's assets, and enter into financing transactions including the mortgage of the Company's assets.

Control by Manager(s)

The Operating Agreement provides that the Manager(s) of the Company has the authority to manage all aspects of the Company's business. The members of the Company will have little or no contractual right to affect the management of the Company or consent to major transactions including, amendments to and approval of transactions with managers, members and other insiders and other significant corporate transactions.

Absence of Public Market; Restrictions on Transfer

The Class A Units offered in the Offering have not been registered under the Securities Act or any state securities laws, because they are being offered for sale, and will be sold, pursuant to applicable exemptions from registration thereunder. In addition, the Operating Agreement contains significant restrictions on the transfer of Class A Units. Because (i) the Class A Units offered in the Offering have not been registered under the Securities Act or any state securities laws (and, therefore, cannot be sold or transferred, in whole or in part, unless they are subsequently registered under the Securities Act and any applicable state securities law or an exemption from such registration is available), (ii) the investors have no right to demand registration of the Class A Units offered in the Offering under the Securities Act or any state securities law nor does the Company have any obligation to register the Class A Units, (iii) registration is neither contemplated nor likely, (iv) transfer of the Class A Units is subject to substantial restrictions contained in the Operating Agreement of the Company and in the Subscription Agreement and (v) there will be no trading market for the Class A Units after the Offering, each investor must hold his, her or its investment in the Class A Units offered in the Offering and bear the economic risk of the investment in his, her or its Class A Units offered in the Offering for an indefinite period of time.

Subscription for Class A Units is Irrevocable for 180 days

The Subscription Agreement provides that the subscription by a prospective investor is irrevocable by the investor for a period of 180 days following the investor's delivery of the Subscription Agreement together with the purchase price for the Class A Units to the Company. The Company will not be bound to accept any subscription and material adverse changes could occur between the date a prospective investor subscribes for Class A Units and the date the Company accepts the subscription for the Class A Units.

Minimum Sale of Class A Units is Less than Amount Needed to Fund Acquisition and Operation

The minimum number of 2,000 Class A Units ($2,000,000.00) which must be sold pursuant to the Offering in order for the Company to accept any subscription is less than amount needed to fund acquisition and operation of the Project. Therefore, it is possible that the Company may not raise the amount of capital it is anticipating pursuant to this Offering in which case the Company will be required to seek alternate sources of capital or engage in a new offering in order to proceed with the purchase of the Project or to have sufficient funds to operate the Project in accordance with its plans. There can be no assurance that the Company will be able to raise additional capital or that any future offering will not be on terms that are more favorable to investors in such future offering than the terms of this Offering.

Possibility of Phantom Income

The Company expects to be treated as a partnership for Federal income tax purposes. As a result, each purchaser of Class A Units will be taxed directly on his, her or its allocated share of the profits, losses, and other items of income, gain or deduction of the Company without regard to whether the Company has made any distributions to such investor. There is no requirement that the Company make distributions to the Investors in an amount which will be sufficient to cover taxes an Investor may incur as a result of its ownership of Class A Units. Each purchaser of Units should consult his, her or its tax advisor before subscribing for Units hereunder to determine the tax implications to such purchaser of his, her or its investment in available Units.

USE OF PROCEEDS

The gross proceeds of the Offering are expected to be no more than $2,500,000.00 assuming all of the Units offered are sold. In addition, the Company has obtained a mortgage loan in the amount of approximately $2,667,000.00. The Company acquired the Property on September 13, 2024, with the use of financing from Freedom Family Capital (FFC Funds). The Offering Proceeds will be used to repay the FFC Funds. The Company expects that the net proceeds from the sale of Units offered in the Offering together with the proceeds of the mortgage loan are *estimated* to be used as follows:

Use	**Estimated Dollar Amount**
Purchase Price of the Project	$4,250,000.00
Renovation Costs	$230,000.00
Closing Costs	$85,000.00
Lender Fees	$25,000.00
Cash Reserves	$160,000.00
Miscellaneous	$32,500.00
Acquisition Fee	$212,500.00
Total use of Funds	**$4,995,000.00**
Sources of Funds	
Offering Proceeds	$2,500,000.00
Loan Assumption	$2,495,000.00

Initially the funds from the Offering (together with loan proceeds) will be used to acquire the Project and pay Project acquisition and related costs and expenses. There can be no assurance that all of the Units offered in the Offering will be sold or that the Company will obtain the mortgage loan. The above is an estimate only, and the Company may vary the use of proceeds in any amount it deems appropriate in light of the actual amount of proceeds received and future business developments.

Pending the uses outlined above, such proceeds will be invested in short-term commercial paper, money market obligations or similar instruments, or as the Managers otherwise deem appropriate.

PLAN OF DISTRIBUTION

The executive officers and existing members of the Company will market the Units directly and exclusively to accredited investors. No commissions will be paid in connection with the sale or distribution of the available Units.

THE COMPANY AND THE PROJECT

Description of Operations

The Company has been formed to acquire and operate a 48-unit multifamily community in Columbus, Ohio currently known as “Lincoln Village Apartments”. The Company acquired Lincoln Village Apartments on September 13, 2024. The Offering Proceeds will be used to repay the FFC funds utilized to acquire the Property.

Improvements

The Company will benefit from access to localized ownership and management as well as implementation of a well-orchestrated value-add program. The sponsor believes the Project can benefit by conducting a medium upgrade on a mix of exteriors and interiors of the units as they are turned. Occupancy currently is at approximately 94.0% and the Project generates cash flow above its operating expenses. For a deeper dive into the projected improvements, please see the Investment Summary hereto attached as Exhibit A.

Financing

The Company has assumed the existing loan on the Property from the Seller, which is a Fanne Mae loan serviced by Arbor Multifamily Lending, LLC. The current LTV is approximately 63% loan to cost, with a fixed rate of 3.98% and maturation date of January 1, 2030. If this favorable financing is obtained, cash returns will likely be improved beyond those achievable using other market-rate financing. Each loan type has its own characteristics, and the Company will select the available loan it deems most advantageous to the Project during the due diligence period. **See “RISK FACTORS – Risks of Debt Financing”** at page 6.

The Company’s Articles of Organization and Operating Agreement

The Company, and the relationship among the members and managers of the Company, is governed, in part, by the provisions of the Company's Articles of Organization and Operating Agreement, copies of which are attached as Attachment C. EACH PROSPECTIVE INVESTOR IS URGED TO READ THE COMPANY'S ARTICLES OF ORGANIZATION AND OPERATING AGREEMENT THOROUGHLY BEFORE MAKING AN INVESTMENT DECISION. PARTICULAR ATTENTION SHOULD BE GIVEN TO:

1. SECTION XII OF THE OPERATING AGREEMENT WHICH RESTRICTS THE TRANSFER OF CLASS A UNITS;

2. SECTION IX OF THE OPERATING AGREEMENT WHICH PROVIDES THAT THE BUSINESS AND AFFAIRS OF THE COMPANY ARE MANAGED BY A MANAGER(S) THE BUSINESS AND AFFAIRS OF WHICH IS LIKEWISE MANAGED BY DANIELLE ROBISON, PHILIP ROBISON, MICHAEL ROGERS CORICA OR THEIR RESPECTIVE AFFILIATES;

3. SECTION X OF THE OPERATING AGREEMENT WHICH ELIMINATES THE PERSONAL LIABILITY OF THE MANAGERS TO THE FULLEST EXTENT PERMITTED BY THE DELAWARE LIMITED LIABILITY COMPANY ACT OR ANY OTHER LAW PRESENTLY OR HEREAFTER IN EFFECT; AND

4. SECTION X OF THE OPERATING AGREEMENT WHICH, TO THE FULLEST EXTENT PERMITTED BY THE DELAWARE LIMITED LIABILITY COMPANY ACT, REQUIRES THE COMPANY TO INDEMNIFY MANAGERS.

EXPERIENCE OF THE SPONSORS

Management of the Company

Lincoln Village MGR, LLC, a Wyoming limited liability company, serves as the Manager of the Company. Manager is a newly formed privately held company to be the Class B Member of the Company and manage the Property. The day-to-day operation decisions of the Company will be made by the Manager. The Manager is managed by (through one or more of their respective entities) by Danielle Robison, Philip Robison, and Michael Rogers Corica.

Biographies of Manager

Freedom Capital Investments, LLC. Flip & Dani Lynn Robison are the Co-Founders of the Freedom Real Estate Group family of companies based out of Centerville, Ohio with almost 40 team members and growing. They have bought and sold over 1,200 properties and have ownership in over 300 multifamily units. Together they are hosts of “Freedom Through Passive Income" Podcast, a 365 Day Series sharing their Freedom Journey.

Mike Corica. Mike and Lorie Corica have been investing in real estate for over twenty years. After founding a fix and flip company in San Diego, CA., they expanded their business to include vacation, single-family and multifamily assets in their portfolio. They have a sales and management team of six in the underwriting and acquisition department and have recently recruited $5 million in private capital and worked on projects up to $50 million in value. They have repositioned assets in multiple states and have a goal of 1,000 doors under management in three years.

TRANSACTIONS WITH AFFILIATES

The Company may enter into a Management Agreement with a property manager (the “Property Manager”). Pursuant to the Management Agreement, the Property Manager will be entitled to receive annual fees from the Company estimated to not exceed Five percent (5.0%) of the gross receipts received from the Project. The Manager(s) reserves the limited right to remove the Property Manager (or not engage or not renew the Management Agreement) in certain for-cause circumstances and thereafter engage any other property manager, including an affiliate of the Manager(s), to be the Property Manager.

In addition, the Company is obligated to pay Manager(s), or their designee, (i) an acquisition fee of Five percent (5.0%) of the purchase price upon closing of the Property, (ii) an ongoing asset management fee of Two percent (2.0%) of estimated gross income to be paid monthly during Company ownership of the Property, (iii) a disposition fee of One percent (1.0%) of the sales price upon sale of the Property, and (iv) a capital transaction fee of One percent (1.0%) of the capital raised for the Property due upon closing of the Property.

DESCRIPTION OF UNITS

General

Membership Interests in the Company are divided into Units made up initially of two (2) classes: Class A Units and Class B Units. It is anticipated that, after giving effect to the Offering, assuming all of the Class A Units are sold in the Offering, the Company will have a total of 2,600 Units outstanding consisting of: 2,500 Class A Units and 100 Class B Units. While a total of up to 2,500 Class A Units are being offered for sale in the Offering, it is anticipated that the Managers or its affiliates, may collectively purchase Class A Units to hold for their own account, but are not obligated to do so and may purchase *or no units at all*. Directly or indirectly, the Manager(s) or its principles or affiliates expects to hold all Class B Units (100). The Manager(s) or its affiliates have previously paid on behalf of the Company costs and expenses relating to the Project and this offering. Such amounts will be treated as capital contributed by the Company to the Manager. While the Company has attempted to provide an accurate summary of the terms and rights of the Class B Units and Class A Units, **the following description is qualified in its entirety by the terms and conditions of the Operating Agreement of the Company, which governs and defines all classes of Units.** Any prospective investor considering an investment in the Class A Units should carefully read the Operating Agreement of the Company prior to making any investment decision with respect to the Class A Units.

The Manager(s) of the Company (the "Manager(s)") is authorized to issue additional Units in any class or series without the consent of the holders of any class of Units. The repayment of any loans by Members to the Company will be made before any distribution with respect to any class of Units is made. Holders of Class A Units are not entitled to a return of capital from cash flow or refinancing proceeds except upon liquidation of the Company, and even then such right is limited to the extent of funds available from liquidation. There are no assurances that the Company will have sufficient funds upon liquidation to return all of the capital of the holders of Class A Units or to pay any unpaid preferred return. **Distributions prior to liquidation will not be made to the Manager(s) in advance of all accrued preferred returns first being paid to the holders of Class A Units as of the date of such distribution where the holders of Class A Units have not received the return of their initial investment.** Therefore, the Manager(s) will be entitled to receive distributions from the Company prior to return of capital to the holders of Class A Units. The Manager(s) is not required to return any prior distributions regardless of whether the holders of Class A Units receive a return of capital at any time or in any manner whatsoever.

Upon the liquidation, dissolution or winding up of the Company, holders of all classes of Units will share in the assets available for distribution in accordance with their respective initial capital accounts. The profit and loss provisions contained in the Operating Agreement of the Company are drafted in a manner the Company expects will result in liquidation proceeds being distributed in a manner generally consistent with the preferential and other distribution rights described below; however there can be no guarantee that a set of circumstances would not arise where the liquidating distributions to the Unit holders are not consistent with such preferential distributions and other distribution rights. Each prospective investor in the Class A Units should consult with his, her or its own legal, tax and financial advisors as to the likelihood that a liquidating distribution would not match the preferential distributions and other distributions described in the preceding paragraphs.

Class A-1 Units

To the extent provided in the Operating Agreement, Holders of Class A-1 Units will have an opportunity to receive a Six percent (6.0%) per annum, cumulative, non-compounded, non-guaranteed "current" preferred return on the initial capital of the Class A-1 Units which will be paid during the ownership and operation of the Project. At a refinancing or sale of the Project, the Class A-1 Units will earn an additional "deferred" Eight percent (8.0%) per annum, cumulative, non-compounded, non-guaranteed calculated on the initial capital of the Class A-1 Units.

This preferred return for Class A-1 Units will begin to accrue on the date of acquisition of the Project (or date of receipt of the capital from such Investor, whichever is later) and is payable based upon the determination by the Manager(s) that the Company's cash in hand exceeds the current and anticipated needs of the Company to fulfill its business purposes, business plan and budget and contractual obligations (including its obligation of a Two percent (2.0%) asset management fee paid at closing).

At the option of the Manager(s), if the Company experiences a capital event as indicated in Section 5.2 of the Company Operating Agreement, the Company may designate a distribution as a "Return of Capital" distribution. In such case, the Company will make a distribution to the holders of Class A Units only which will be deducted from their "Net Capital Amount" which will, in turn, serve to reduce the amount upon which their Eight percent (8.0%) deferred preferred return is calculated. The making of a Return of Capital distribution will be mandatory upon the dissolution of the Company but discretionary at a sale or refinancing of the Project which generates cash in excess of debt repayments, assuming there is sufficient cash available to make such a distribution after payment of all expenses and funding all reserves and other amounts as deemed appropriate by the Manager(s) (and as expressed in greater detail in the Company Operating Agreement).

Class A-1 Units are generally non-voting. Accordingly, the Company will be controlled exclusively by the Manager(s) and the holder of Class B Units. **See "RISK FACTORS** – V**oting Control**" at page 7 and "**RISK FACTORS - Control by Manager(s)**" at page 7 for a description of the limitations on the members' rights to control the operations and management of the Company.

Class A-2 Units

To the extent provided in the Operating Agreement, Holders of Class A-1 Units will have an opportunity to receive a Six percent (6.0%) per annum, cumulative, non-compounded, non-guaranteed "current" preferred return on the initial capital of the Class A-1 Units which will be paid during the ownership and operation of the Project. At a refinancing or sale of the Project, the Class A-1 Units will earn an additional "deferred" Seven percent (7.0%) per annum, cumulative, non-compounded, non-guaranteed calculated on the initial capital of the Class A-1 Units.

This preferred return will begin to accrue on the date of acquisition of the Project (or date of receipt of the capital from such Investor, whichever is later) and is payable based upon the determination by the Manager(s) that the Company's cash in hand exceeds the current and anticipated needs of the Company to fulfill its business purposes, business plan and budget and contractual obligations (including its obligation of a Two percent (2.0%) asset management fee paid at closing).

At the option of the Manager(s), if the Company experiences a capital event as indicated in Section 5.2 of the Company Operating Agreement, the Company may designate a distribution as a "Return of Capital" distribution. In such case, the Company will make a distribution to the holders of Class A Units only which will be deducted from their "Net Capital Amount" which will, in turn, serve to reduce the amount upon which their Seven percent (7.0%) Preferred Return is calculated. The making of a Return of Capital distribution will be mandatory upon the dissolution of the Company or discretionary at a sale or refinancing of the Project which generates cash in excess of debt repayments, assuming there is sufficient cash available to make such a distribution after payment of all expenses and funding all reserves and other amounts as deemed appropriate by the Manager(s) (and as contained in the Company Operating Agreement).

Class A-2 Units are generally non-voting. Accordingly, the Company will be controlled exclusively by the Manager(s) and the holder of Class B Units. **See "RISK FACTORS** – V**oting Control**" at page 7 and "**RISK FACTORS - Control by Manager(s)**" at page 7 for a description of the limitations on the members' rights to control the operations and management of the Company.

Class A-3 Units

To the extent provided in the Operating Agreement, Holders of Class A-1 Units will have an opportunity to receive a Six percent (6.0%) per annum, cumulative, non-compounded, non-guaranteed "current" preferred return on the initial capital of the Class A-1 Units which will be paid during the ownership and operation of the Project. At a refinancing or sale of the Project, the

Class A-1 Units will earn an additional "deferred" Six percent (6.0%) per annum, cumulative, non-compounded, non-guaranteed calculated on the initial capital of the Class A-1 Units.

This preferred return will begin to accrue on the date of acquisition of the Project (or date of receipt of the capital from such Investor, whichever is later) and is payable based upon the determination by the Manager(s) that the Company's cash in hand exceeds the current and anticipated needs of the Company to fulfill its business purposes, business plan and budget and contractual obligations (including its obligation of a Two percent (2.0%) asset management fee paid at closing).

At the option of the Manager(s), if the Company experiences a capital event as indicated in Section 5.2 of the Company Operating Agreement, the Company may designate a distribution as a "Return of Capital" distribution. In such case, the Company will make a distribution to the holders of Class A Units only which will be deducted from their "Net Capital Amount" which will, in turn, serve to reduce the amount upon which their Six percent (6.0%) Preferred Return is calculated. The making of a Return of Capital distribution will be mandatory upon the dissolution of the Company or discretionary at a sale or refinancing of the Project which generates cash in excess of debt repayments, assuming there is sufficient cash available to make such a distribution after payment of all expenses and funding all reserves and other amounts as deemed appropriate by the Manager(s) (and as contained in the Company Operating Agreement).

Class A-3 Units are generally <u>non-voting</u>. Accordingly, the Company will be controlled exclusively by the Manager(s) and the holder of Class B Units. **See "RISK FACTORS** – V**oting Control**" at page 7 and "**RISK FACTORS - Control by Manager(s)**" at page 7 for a description of the limitations on the members' rights to control the operations and management of the Company.

Class B Units

The holders of Class B Units shall receive the distributions permitted under the Operating Agreement and as otherwise provided herein, other than distributions designated as "return of capital distributions" which are reserved for the holders of Class A Units only.

Class B Units are <u>not</u> entitled to any preferred distributions. If the Company is current with respect to all preferential distributions required to be made with respect to the Class A Units, the distributions to the Class B Members shall be made as referenced above and as more specifically detailed in the Operating Agreement. Class B Units are not currently available for subscription and purchase in this Offering.

CLAIM OF EXEMPTION

The Class A Units being offered have not been registered under the Securities Act or the securities laws of any state and are being offered for sale pursuant to an exemption from registration under Section 4(2) of the Securities Act and Regulation D, specifically 506(c) thereof, of the Securities and Exchange Commission and, in Delaware and various other states, pursuant to applicable exemptions from registration or preemption of registration requirements. All Class A Units purchased must be acquired for the purchaser's own account, for investment purposes only, and not with a view to resale. The Class A Units are subject to substantial restrictions on transferability.

INVESTOR QUALIFICATIONS

Each prospective investor will be required to represent in the Subscription Agreement signed by him, her or it that (i) the Class A Units being purchased by such prospective investor are being acquired solely for such prospective investor's own account, and not on behalf of other persons, (ii) such Class A Units are being acquired for investment, and not for resale in connection with a distribution, and (iii) such prospective investor has no contract, agreement, undertaking or arrangement, to sell, transfer or pledge such Class A Units or any part thereof.

Each prospective investor will be required to agree that he, she or it will not sell, transfer or assign his, her or its Class A Units, or any portion thereof, without registration under the Securities Act and the securities laws of any other state (to the extent applicable) or exemption therefrom.

Each prospective investor will be required to represent in the Subscription Agreement that (i) such prospective investor's financial condition is such that such prospective investor has no need for liquidity with respect to such prospective investor's investment in the Class A Units to satisfy any existing or contemplated undertaking or indebtedness, (ii) such prospective investor is able to bear the economic risk of his, her or its investment in the Class A Units for an indefinite period of time, including the risk of losing all of his, her or its investment, and the loss of his, her or its entire investment in the Class A Units would not adversely affect his or her standard of living, if applicable, or the standard of living of his or her family, if applicable, (iii) such prospective investor has such knowledge and experience in financial and business matters that he, she or it is capable of evaluating the merits and risks of the prospective investment, and (iv) such prospective investor has no need for a current return of his, her or its investment in the Class A Units.

THE OFFERING IS LIMITED TO PURCHASERS WHO ARE ACCREDITED INVESTORS (WITHIN THE MEANING OF REGULATION D UNDER THE SECURITIES ACT). In general, "accredited investors" include: (i) any person whose individual net worth, or joint net worth with his or her spouse, at the time of subscription, exceeds $1,000,000, excluding the value of such person's principal residence, (ii) any person who had an individual income in excess of $200,000.00 in each of the two most recent years or joint income with his or her spouse in excess of $300,000.00 in each of those years and has a reasonable expectation of reaching the same income level in the current year, (iii) any director or executive officer of the Company, (iv) any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, or Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring Class A Units, with total assets in excess of $5,000,000, (v) any trust, not formed for the specific purpose of acquiring Class A Units, with total assets in excess of $5,000,000, whose purchase is directed by a person who has such knowledge and experience in financial and business matters that he or she is capable of evaluating the merits and risks of the prospective investment, and (vi) any entity in which all of the equity owners qualify as accredited investors under one of the preceding tests set forth in this paragraph.

In addition, each purchaser must satisfy the conditions, if any, imposed by the purchaser's state of residence.

SUBSCRIPTION PROCEDURES

The Company has enclosed with this Memorandum (i) copy of a subscription agreement by which a prospective investor may subscribe for Class A Units, (ii) copy of the signature page to the Operating Agreement of the Company and (iii) instructions for subscribing for Class A Units.

ADDITIONAL INFORMATION

Every prospective investor has the right to ask questions of, and/or request additional information from, the Company about the terms and conditions of the Offering or any matter discussed in this Memorandum and about any other aspect of the Company. In this regard, every prospective investor has a right to examine any document referred to in this Memorandum but not enclosed with this Memorandum. The Company will respond fully to all such questions and requests, which should be directed to:

Blue-OCN Capital Holdings, LLC
c/o Lincoln Village MGR, LLC
251 W Central Ave, Unit #255
Springboro, OH 45066
Attn: Dani Lynn Robison
Email: dani@freedomfamilyinvestments.com
Phone: (937) 210-9699

[End of document.]

[Exhibits to follow this page.]