CEDAR POINTE SUBDIVISION, L.P.

FINANCIAL STATEMENTS

DECEMBER 31, 2023 AND 2022

CEDAR POINTE SUBDIVISION, L.P.

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INDEPENDENT AUDITORS' REPORT

To the Partners Cedar Pointe Subdivision, L.P.

Opinion

We have audited the accompanying financial statements of Cedar Pointe Subdivision, L.P., (a Louisiana Limited Partnership), which comprise the balance sheets as of December 31, 2023 and 2022, and the related statements of operations, partners' equity (deficit), and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Cedar Pointe Subdivision, L.P. as of December 31, 2023 and 2022, and the results of its operations and its cash flows for the years then ended 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 and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. 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 Cedar Pointe Subdivision, L.P. 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; this includes 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 Cedar Pointe Subdivision, L.P.'s ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditors' 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 generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. 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, including omissions, 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 generally accepted auditing standards and *Government Auditing Standards*, 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 Cedar Pointe Subdivision, L.P.'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 Cedar Pointe Subdivision, L.P.'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 audit.

Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The supplemental information on pages 20 through 23 is presented for purposes of additional analysis and is 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 audit 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.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report datedMarch 06, 2024, on our consideration of Cedar Pointe Subdivision, L.P.'s internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to solely describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Cedar Pointe Subdivision, L.P.'s internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Cedar Pointe Subdivision, L.P.'s internal control over financial reporting and compliance.

Monroe, Louisiana March 06, 2024

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CEDAR POINTE SUBDIVISION, L.P. BALANCE SHEETS DECEMBER 31, 2023 AND 2022

ASSETS

		<u>2023</u>		<u>2022</u>
CURRENT ASSETS				
Cash and Cash Equivalents	\$	587,418	\$	717,355
Accounts Receivable - Tenants		3,973		40
Accounts Receivable - HUD		801		-
Prepaid Expenses		92,572		69,777
Total Current Assets		684,764		787,172
RESTRICTED DEPOSITS AND FUNDED RESERVES				
Replacement Reserve Escrow		371,984		343,787
Operating Deficit Reserve		163,908		156,583
Tenants' Security Deposits		40,822		42,631
Real Estate Tax and Insurance Escrow		252,203		86,636
Total Restricted Deposits and Funded Reserves		828,917		629,637
PROPERTY AND EQUIPMENT				
Buildings	1	1,482,282		11,482,282
Land Improvements		1,118,500		1,118,500
Furniture and Equipment		595,659		595,659
Total	1	3,196,441	-	13,196,441
Less: Accumulated Depreciation	((5,703,504)		(5,360,522)
Net Depreciable Assets		7,492,937		7,835,919
Land		575,223		575,223
Total Property and Equipment		8,068,160		8,411,142
OTHER ASSETS				
Tax Credit Fees		66,192		66,192
Less: Accumulated Depreciation		(66,192)		(62,515)
Net Amortizable Assets		-		3,677
Due from Related Parties		66,165		-
Utility Deposit		135		135
Total Other Assets		66,300		3,812
TOTAL ASSETS	\$	9,648,141	\$	9,831,763

The accompanying notes are an integral part of these financial statements.

CEDAR POINTE SUBDIVISION, L.P. BALANCE SHEETS DECEMBER 31, 2023 AND 2022

LIABILITIES AND PARTNERS' EQUITY

	<u>2023</u>		<u>2022</u>	
CURRENT LIABILITIES				
Accounts Payable	\$	4,539	\$	8,705
Prepaid Rent		8,836		573
Accrued Interest Payable		11,815		14,322
Management Fees Payable		5,522		5,808
Current Portion of Long-Term Debt		43,308		40,494
Total Current Liabilities		74,020		69,902
DEPOSITS				
Tenants' Security Deposits		40,774		42,631
Total Deposits		40,774		42,631
LONG-TERM LIABILITIES				
Mortgage Payable	,	2,232,463		2,268,013
Asset Management Fees Payable		47,610		40,391
Due to Related Parties		11,265		, -
Total Long-Term Liabilities		2,291,338		2,308,404
Total Liabilities		2,406,132		2,420,937
PARTNERS' EQUITY				
Partners' Equity (Deficit)		7,242,009		7,410,826
TOTAL LIABILITIES AND PARTNERS' EQUITY	\$ 9	9,648,141	\$	9,831,763

CEDAR POINTE SUBDIVISION, L.P. STATEMENTS OF OPERATIONS FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022

	<u>2023</u>		<u>2022</u>	
REVENUE				
Tenant Rents	\$ 893,614	\$	893,619	
Less Vacancies	(3,514)		(5,888)	
Less Rental Concessions	(15,051)		(14,150)	
Gain (Loss) to Lease	56,762		35,325	
Late Fees, Deposit Forfeitures, Etc.	 19,588		16,729	
Total Revenue	951,399		925,635	
EXPENSES				
Maintenance and Repairs	188,310		253,650	
Utilities	10,747		10,697	
Administrative	96,115		95,283	
Management Fees	59,265		56,796	
Taxes	60,295		62,068	
Insurance	191,163		124,106	
Interest	170,263		175,306	
Depreciation and Amortization	346,659		347,395	
Total Expenses	 1,122,817		1,125,301	
Income (Loss) from Rental Operations	 (171,418)		(199,666)	
OTHER INCOME AND (EXPENSES)				
Interest Income	9,821		1,860	
Entity Expense - Asset Management Fees	(7,220)		(7,110)	
Total Other Income (Expense)	2,601		(5,250)	
Net Income (Loss)	\$ (168,817)	\$	(204,916)	

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CEDAR POINTE SUBDIVISION, L.P. STATEMENTS OF PARTNERS' EQUITY (DEFICIT) FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022

		PA	NERAL RTNER	 LIMITEI) PAR	
			ar Pointe elopment	Alliant Credit		Alliant MT 46,
	 Total		LLC	5, LLC		LLC
Partners' Equity (Deficit), January 1, 2022	\$ 7,615,742	\$	(416)	\$ (417)	\$	7,616,575
Net Income (Loss)	 (204,916)		(20)	 (20)		(204,876)
Partners' Equity (Deficit), December 31, 2022	\$ 7,410,826	\$	(436)	\$ (437)	\$	7,411,699
Net Income (Loss)	 (168,817)		(17)	 (17)		(168,783)
Partners' Equity (Deficit), December 31, 2023	\$ 7,242,009	\$	(453)	\$ (454)	\$	7,242,916
Profit and Loss Percentages	 100.00%		0.01%	 0.01%		99.98%

CEDAR POINTE SUBDIVISION, L.P. STATEMENTS OF CASH FLOWS FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022

	<u>2023</u>	<u>2022</u>
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net Income (Loss)	\$ (168,817)	\$ (204,916)
Adjustments to Reconcile Net Income (Loss) to Net Cash		
Provided (Used) by Operating Activities:		
Depreciation and Amortization	346,659	347,395
(Increase) Decrease in:		
Accounts Receivable - Tenants	(3,933)	(40)
Accounts Receivable - HUD	(801)	-
Prepaid Expense	(22,795)	(20,204)
Increase (Decrease) in:		
Accounts Payable	(4,166)	(6,320)
Prepaid Rent	8,263	(12,772)
Accrued Interest Payable	(2,507)	(218)
Management Fee Payable	(286)	613
Tenants' Security Deposits	(1,857)	(67)
Net Cash Provided (Used) by Operating Activities	149,760	103,471
CASH FLOWS FROM FINANCING ACTIVITIES:		
Payments on Mortgage Payable	(38,133)	(35,479)
Interest on Loan Fees	5,397	5,495
Increase (Decrease) in Asset Management Fee Payable	7,219	7,110
(Increase) Decrease in Due from Related Parties	(66,165)	-
Increase (Decrease) in Due to Related Parties	11,265	-
Net Cash Provided (Used) by Financing Activities	(80,417)	(22,874)
Net Increase (Decrease) in Cash and Restricted Cash	69,343	80,597
Cash and Restricted Cash, Beginning of Year	 1,346,992	1,266,395
Cash and Restricted Cash, End of Year	\$ 1,416,335	\$ 1,346,992

CEDAR POINTE SUBDIVISION, L.P. STATEMENTS OF CASH FLOWS (CONTINUED) FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022

		<u>2023</u>	<u>2022</u>
Reconciliation of cash and restricted cash reported within the balance	shee	ts	
that sum to the total of the same such amounts in the statements of case	sh flo	ws.	
Cash and Cash Equivalents	\$	587,418	\$ 717,355
Replacement Reserve Escrow		371,984	343,787
Operating Deficit Reserve		163,908	156,583
Tenants' Security Deposits		40,822	42,631
Real Estate Tax and Insurance Escrow		252,203	 86,636
Total Cash and Restricted Cash	\$	1,416,335	\$ 1,346,992
Supplemental Disclosures of Cash Flow Information:			
Cash Paid During the Year for: Interest	\$	167,373	\$ 170,029

NOTE A – ORGANIZATION

Cedar Pointe Subdivision Limited Partnership, (the Partnership) was organized in 2005 as a limited partnership to develop, construct, own, maintain, and operate eighty single-family homes intended for rental to persons of low and moderate income. These homes are located on various sites in Baton Rouge, Louisiana and are collectively known as Cedar Pointe Subdivision (the Complex). Each home has qualified and been allocated low-income housing tax credits pursuant to Internal Revenue Code Section 42 (Section 42) which regulates the use of the homes as to occupant eligibility and unit gross rent, among other requirements. The major activities of the Partnership are governed by the Amended and Restated Articles of Partnership in Commendam, including amendments (Partnership Agreement) and are subject to the administrative directives, rules, and regulations of federal and state regulatory agencies, including but not limited to, the state housing finance agency. Such administrative directives, rules, and regulations are subject to change by federal and state agencies.

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A summary of the significant accounting policies consistently applied in the preparation of the accompanying financial statements follows.

Basis of Accounting

The financial statements of the Partnership are prepared on the accrual basis of accounting and in accordance with accounting principles generally accepted in the United States of America.

Use of Estimates

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

Cash and Cash Equivalents

For purposes of the statement of cash flow, cash and cash equivalents represent unrestricted cash and all highly liquid and unrestricted debt instruments purchased with a maturity of three months or less.

Cash and Other Deposits

The Partnership has various checking, escrow, and other deposits at several financial institutions. Accounts at the financial institutions are insured by the Federal Deposit Insurance Corporation and the Securities Investor Protection Corporation up to \$250,000 per institution. At December 31, 2023, the Partnership had \$761,785 in uninsured deposits.

Tenant Receivable and Bad Debt Policy

Tenant rent charges for the current month are due on the first of the month. Tenants who are evicted or moved out are charged with damages or cleaning fees if applicable. Tenant receivable consists of amounts due for rental income, security deposit, or the charges for damages and cleaning fees. The Partnership does not accrue interest on the tenant receivable balances.

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

The Partnership provides an allowance for doubtful accounts equal to the estimated uncollectible amounts. The Partnership's estimate is based on historical collection experience and a review of the current status of tenant accounts receivable. It is reasonably possible that the Partnership's estimate of the allowance for doubtful accounts will change. At December 31, 2023 and 2022, accounts receivable is presented net of an allowance for doubtful accounts of \$0 and \$0, respectively.

Capitalization and Depreciation

Land, buildings, improvements and equipment are recorded at cost. Depreciation is provided in amounts sufficient to relate the cost of depreciable assets to operations over their estimated service lives using the straight-line method. Improvements are capitalized, while expenditures for maintenance and repairs are charged to expense as incurred. Upon disposal of depreciable property, the appropriate property accounts are reduced by the related costs and accumulated depreciation. The resulting gains and losses are reflected in the statement of operations. Estimated useful lives used for depreciation purposes are as follows:

Buildings40 yearsLand Improvements20 yearsFurniture and Equipment10 years

Amortization

Organization costs are expensed as incurred.

Tax credit monitoring fees are amortized over the fifteen-year Low-Income Tax Credit Compliance period, using the straight-line method.

Debt Issuance Costs

Debt issuance costs, net of accumulated amortization, are reported as a direct reduction of the obligation to which such costs relate. Amortization of debt issuance costs is reported as a component of interest expense and is computed using the interest method.

Rental Income

Rental income is recognized as rentals become due. Rental payments received in advance are deferred until earned. All leases between the Partnership and the tenants of the property are operating leases.

Income Taxes

The Partnership has elected to be treated as a pass-through entity for income tax purposes and, as such, is not subject to income taxes. Rather, all items of taxable income, deductions and tax credits are passed through to and are reported by its owners on their respective income tax returns. The Partnership's federal tax status as a pass-through entity is based on its legal status as a partnership. Accordingly, the Partnership is not required to take any tax positions in order to qualify as a pass-through entity. The Partnership is required to file and does file tax returns with the Internal Revenue Service and other taxing authorities. Accordingly, these financial statements do not reflect a provision for income taxes and the Partnership has no other tax positions which must be considered for disclosure.

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Impairment of Long-Lived Assets

The Partnership reviews its rental property for impairment whenever events or changes in circumstances indicate that the carrying value of an asset may not be recoverable. When recovery is reviewed, if the undiscounted cash flows estimated to be generated by the property are less than their carrying amounts, management compares the carrying amount of the property to its fair value in order to determine whether an impairment loss has occurred. The amount of the impairment loss is equal to the excess of the asset's carrying value over its estimated fair value. No impairment loss has been recognized during the years ended December 31, 2023 and 2022.

Subsequent Events

Events that occur after the balance sheet date but before the financial statements were available to be issued must be evaluated for recognition or disclosure. The effects of subsequent events that provide evidence about conditions that existed at the balance sheet date are recognized in the accompanying financial statements. Subsequent events which provide evidence about conditions that existed after the balance sheet date require disclosure in the accompanying notes. Management evaluated the activity of the partnership through March 06, 2024 (the date the financial statements were available to be issued). A request has been made by the Limited Partner that all Due to/from Related Parties be reimbursed. As of the date of the financial statements, this transaction has not been completed.

NOTE C – RESTRICTED DEPOSITS AND FUNDED RESERVES

Replacement Reserve

The General Partners shall set aside, in a separate Partnership bank account, a repair and replacement reserve, to be funded on a monthly basis at an annual rate equal to the greater of \$300 per unit (which annual rate shall be adjusted, on January 1 of each fifth year thereafter, to equal the product of \$300 multiplied by the CPI Adjustment as of the Adjustment date), or that required by the Permanent Lender. Any withdrawals from this account require prior consent of the Administrative Limited Partner. Deposits for the year ended December 31, 2023, were underfunded by \$2,885. The replacement reserve has been underfunded since 2014 in the amount of \$19,224. Funding amounted to \$28,197 in 2023 and \$26,438 in 2022. Withdrawals amounted to \$0 in 2023 and \$0 in 2022. At December 31, 2023 and 2022, the balance in this account was \$371,984 and \$343,787, respectively.

Balance, December 31, 2022	\$ 343,787
Deposits: Monthly Deposits: \$2,180 x 12 Interest Earned	26,160
interest Euriteu	2,037
Withdrawals:	-
Balance, December 31, 2023	\$ 371,984

NOTE C – RESTRICTED DEPOSITS AND FUNDED RESERVES (CONTINUED)

Tenants' Security Deposits

This account consists of deposits made by tenants that are held in a separate bank account in the name of the project until either returned or forfeited. At December 31, 2023, this account was funded in an amount equal to the security deposit liability.

Operating Deficit Reserve

The General Partners shall establish and at all times maintain an operating deficit reserve in the amount of \$150,000, which shall be funded from the capital contribution of the Investor Limited Partner made pursuant to the Partnership Agreement. The operating deficit reserve account shall be jointly held in the name of the Partnership and the Administrative Limited Partner. The Administrative Limited Partner must give consent prior to any withdrawals from the account. Any withdrawal from the account requires the consent of the Administrative Limited Partner. At December 31, 2023 and 2022, the balance in this account was \$163,908 and \$156,583, respectively.

Real Estate Tax and Insurance Escrow

Transfers of sufficient sums are to be made to this account for payment of insurance and real estate taxes. Funding amounted to \$217,778 in 2023 and \$223,871 in 2022. Withdrawals amounted to \$52,211 in 2023 and \$193,022 in 2022. At December 31, 2023 and 2022, the balance in this account was \$252,203 and \$86,636, respectively.

NOTE D – PARTNERS' CAPITAL

The Partnership has one General Partner – Cedar Pointe Development, LLC; and two Limited Partners – Alliant Tax Credit 46, LLC (Administrative Limited Partner) and Alliant MT 46, LLC (Investor Limited Partner). The Partnership records capital contributions as received.

NOTE E – LONG-TERM DEBT

Mortgage Payable

Permanent financing was obtained from NewPoint Real Estate Capital, formerly known as Barings Multifamily Capital, LLC. The loan has an eighteen-year permanent mortgage with a thirty-five-year amortization period in the original amount of \$2,640,000. The loan bears an annual interest rate of 7.14% with monthly interest and principal payments of \$17,126, and one balloon payment in the year 2027. For the years ended December 31, 2023 and 2022, the partnership maintained a debt service coverage ratio of 156% and 144%. The loan had an outstanding balance of \$2,291,293 and accrued interest of \$11,815 at December 31, 2023. The non-recourse note is collateralized by buildings and land.

Debt issuance costs, net of accumulated amortization, of \$15,522 and \$20,919 as of December 31, 2023 and 2022, respectively, are amortized using an imputed interest rate of 2.85%.

NOTE E – LONG-TERM DEBT (CONTINUED)

Aggregate maturities of long-term debt for the next five years and thereafter are as follows:

Year Ending	
December 31,	<u>Amount</u>
2024	\$ 43,308
2025	46,504
2026	49,935
2027	2,151,546
2028	-
Thereafter	\$ -

NOTE F – TRANSACTIONS WITH AFFILIATES AND RELATED PARTIES

Operating Deficits

The General Partner hereby covenants to lend to the Partnership any Operating Loans required to fund Operating Deficits incurred by the Partnership during the Operating Deficit Guaranty Period and not obtainable from the Operating Deficit Reserve Account. Any loans shall be made and funded by the General Partner when the operating obligations of the Partnership giving rise to the Operating Deficit are due in fulfillment of the obligations of the General Partner to the Partnership, the Investor Limited Partner and the Administrative Limited Partner. In the event payments due hereunder are not paid by the General Partner within ten days, the Partnership, the Investor Limited Partner and/or the Administrative Limited Partner (the "Advancing Party"), has the right but not the obligation, to advance any such amounts required to be paid by the General Partner. Such advances shall at the election of the Advancing Party be deemed a loan to the General Partner and, in addition to all other rights and remedies available to the Advancing Party, the General Partner shall reimburse the Advancing Party the full amount of such funds advanced by it plus interest in such amount from the date so advanced at a rate per annum equal to the Interest Rate. In the event there is any Cash Flow and/or Sale or Refinancing Transaction Proceeds which would otherwise be payable to the General Partner, the Partnership shall first apply such funds to any unpaid amounts owed the Administrative Limited Partner and/or the Investor Limited Partner as the Advancing Party hereunder.

Asset Management Fee

Commencing on January 1, 2009 and for each year thereafter, the Partnership shall pay to the Investor Limited Partner an asset management fee of \$5,000 per annum for its services in reviewing the informational reports, financial statements and tax returns. Any portion of the Asset Management Fee which cannot be paid shall accrue without interest until there is sufficient cash flow or sale or refinancing proceeds to pay the outstanding accrued amount. The Asset Management Fee shall be adjusted annually based on the CPI. During the years ended December 31, 2023 and 2022, the Partnership paid asset management fees of \$0 and \$0, respectively. At December 31, 2023 and 2022, the balance of asset management fees payable was \$47,610 and \$40,391, respectively.

NOTE F – TRANSACTIONS WITH AFFILIATES AND RELATED PARTIES (CONTINUED)

Supervisory Management Fee and Incentive Management Fee

The Partnership shall pay Cedar Pointe Development, LLC a Supervisory Management Fee for services rendered to the Partnership as detailed in Exhibit H of the Partnership Agreement. The Supervisory Management Fee will be an amount equal to forty percent (40.0%) of Cash Flow remaining after application of Cash Flow amounts described in Section 9.2A of the Partnership Agreement, provided that the Supervisory Management Fee shall not exceed ten percent (10%) of gross revenues of the Development for such year. During the years ended December 31, 2023 and 2022, Supervisory Management Fees of \$0 and \$0, respectively, were paid.

The Partnership shall pay Cedar Pointe Development, LLC an Incentive Management Fee for services rendered to the Partnership as detailed in Exhibit H of the Partnership Agreement. The Incentive Management Fee will be an amount equal to forty percent (40.0%) of Cash Flow remaining after application of Cash Flow amounts described in Section 9.2A of the Partnership Agreement, provided that the Incentive Management Fee shall not exceed ten percent (10%) of gross revenues of the Development for such year. During the years ended December 31, 2023 and 2022, Incentive Management Fees of \$0 and \$0, respectively, were paid.

Payment of the Supervisory Management Fee and the Incentive Management Fee pursuant to the Supervisory Agreement shall be in accordance with any applicable requirements of the Lender. Notwithstanding anything to the contrary set forth in the Partnership Agreement or in the Supervisory Agreement, in no event will the sum of the fees payable pursuant to the Supervisory Agreement plus any fees payable to a General Partner or any Affiliate thereof under the Management Agreement exceed twelve percent (12%) of Effective Gross Income per year determined on a cumulative non-compounded basis.

Developer Fee Payable

The Partnership has incurred a developer fee in the amount of \$1,800,000 to Cedar Pointe Development, LLC, as its Managing General Partner, for services rendered to the Partnership for overseeing the construction and development of the complex. The developer fee has been capitalized in the basis of the building. The developer fee has been paid in full.

Due from Related Parties

During 2023, the Partnership paid insurance premiums of \$66,165 for certain affiliates. At December 31, 2023, the affiliates owed the Partnership \$66,165. This amount is included in the financial statements under the caption "Due from Related Parties".

Due to Related Parties

During 2023, an affiliate paid health insurance premiums of \$11,265 for the Partnership. At December 31, 2023, the Partnership owes the affiliate \$11,265. These amounts are included in the financial statements under the caption "Due to Related Parties".

NOTE G – PARTNERSHIP PROFITS AND LOSSES AND DISTRIBUTIONS

After giving effect to special allocations as set forth in the Partnership agreement, all profits and losses shall be allocated 0.01% to the General Partner, 0.01% to the Administrative Limited Partner, and 99.98% to the Investor Limited Partner.

Distributions of distributable cash from operations for each fiscal year will be made as follows:

- A) To the Investor Limited Partner in an amount equal to the unpaid Housing Tax Credit Shortfall Payment;
- B) To replenish any funds disbursed from the Operating Deficit Reserve Account until the Operating Deficit Reserve Account is funded to the Operating Reserve Amount;
- C) To pay interest on any loans, including Voluntary Loans (but excluding Operating Loans and Deferred Development Fee), from Partners or their Affiliates provided for herein, pro rata in accordance with the amount of interest accrued as of the date of such distribution:
- D) To repay principal of any loans, including Voluntary Loans (but excluding Operating Loans and Deferred Development Fee), payable to Partners or their affiliates, pro rata in accordance with the amount of the principal balances as of the date of such distribution;
- E) To pay in full any unpaid Asset Management Fees;
- F) To pay in full any unpaid and accrued management fee;
- G) To pay in full any unpaid Development Fee;
- H) To pay in full any Operating Loans:
- I) To pay the Supervisory Management Fee due pursuant to the Supervisory Agreement;
- J) To pay the Incentive Management Fee payable pursuant to the Supervisory Agreement;
- K) The balance to be paid 99.98% to the Investor Limited Partner, 0.01% to the Administrative Limited Partner, 0.01% to the General Partner.

Surplus cash distributions are owed for prior years based on annual calculations per the Partnership Agreement.

NOTE H – CONTINGENCY

The Partnership's low-income housing tax credits are contingent on its ability to maintain compliance with applicable sections of Section 42 of the Internal Revenue Code. Failure to maintain compliance with occupant eligibility, and/or unit gross rent or to correct noncompliance within a specified time period could result in recapture of previously taken tax credits plus interest.

NOTE I – CURRENT VULNERABILITY DUE TO CERTAIN CONCENTRATIONS

The Partnership's sole asset is Cedar Pointe Subdivision. The Partnership's operations are concentrated in the affordable housing real estate market. In addition, the Partnership operates in a heavily regulated environment. The operations of the Partnership are subject to the administrative directives, rules and regulations of federal, state and local regulatory agencies, including, but not limited to, the State Housing Agency. Such administrative directives, rules and regulations are subject to change by an act of Congress or an administrative change mandated by the State Housing Agency. Such changes may occur with little notice or inadequate funding to pay for the related cost, including the additional administrative burden, to comply with a change.

NOTE J – MANAGEMENT AGENT

The Partnership has entered into an agreement with NDC Asset Management, LLC to provide services in connection with rent-up, leasing and operation of the project. Management fees are charged at a rate of 6.25% of the collected rent. Management fees incurred for the year ended December 31, 2023 and 2022 were \$59,265 and \$56,796, respectively.

NOTE K – TAXABLE INCOME (LOSS)

A reconciliation of financial statement net income (loss) to taxable income (loss) of the Partnership for the year ended December 31, 2023 and 2022 is as follows:

	<u>2023</u>	<u>2022</u>
Financial Statement Net Income (Loss)	\$ (168,817)	\$ (204,916)
Adjustments: Excess of depreciation and amortization for financial reporting purposes over income tax purposes	127,759	122,577
Timing Differences		
Taxable Income (Loss) as Shown on Tax Return	\$ (41,058)	\$ (82,339)

NOTE L – ADVERTISING

The Partnership incurred advertising costs of \$0 in 2023 and \$96 in 2022. These costs are expensed as incurred.

NOTE M – TAX CREDITS

During the year ended December 31, 2006, the Partnership was awarded Low-Income Housing Tax Credits in the amount of \$12,209,721 to be allocated over ten years. As of December 31, 2023, \$12,209,721 in tax credits have been taken with \$0 remaining to be taken.



CEDAR POINTE SUBDIVISION, L.P. SCHEDULES OF EXPENSES FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022

	2023	2022
MAINTENANCE AND REPAIRS		
Maintenance Salaries	35,386	40,103
Maintenance Supplies	8,835	9,353
Maintenance Contracts	10,780	12,734
Repairs & Maintenance	67,042	117,084
Grounds Maintenance	61,889	60,754
Pest Control	4,378	13,622
Total Maintenance and Repairs	\$ 188,310	\$ 253,650
UTILITIES		
Electricity	3,055	3,614
Water	1,288	863
Sewer	112	521
Trash Removal	4,734	4,072
Gasoline / Oil	8	-
Cable TV	1,550	1,627
Total Utilities	\$ 10,747	\$ 10,697
ADMINISTRATIVE		
Advertising	-	96
Accounting	8,944	8,550
Manager Salary	55,439	59,442
Superintendent Salaries	1,470	1,580
Credit Reports	256	349
Management Consultants	4,900	-
Office Salaries/Commission	1,470	1,660
Office Expense	8,958	10,167
Legal	160	240
Bad Debts	2,162	1,908
Administrative Travel	1,850	1,379
Staff Training	1,890	1,292
Telephone	4,767	4,650
Bank Service Charges	25	203
Internet Expense	3,424	3,290
Compliance/Monitor Fee	400	400
Other Administrative		77
Total Administrative	<u>\$ 96,115</u>	\$ 95,283
MANAGEMENT FEES		
Management Fee	59,265	56,796
Total Management Fees	\$ 59,265	\$ 56,796

CEDAR POINTE SUBDIVISION, L.P. SCHEDULES OF EXPENSES FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022

	<u>2023</u>	<u>2022</u>
TAXES Real Estate Taxes Payroll Taxes Misc Taxes, Permits LIC Taxes & Permits Total Taxes	52,211 7,184 900 \$ 60,295	52,756 8,286 1,026 \$ 62,068
INSURANCE Property/Liability Insurance Other Insurance Fidelity Bond Workers Compensation Health Insurance Total Insurance	183,322 30 96 2,267 5,448 \$ 191,163	120,506 181 181 2,667 571 \$ 124,106
INTEREST Mortgage Interest Interest - Loan Fees Total Interest DEPRECIATION AND AMORTIZATION	164,866 5,397 \$ 170,263	169,811 5,495 \$ 175,306
Amortization Depreciation Total Depreciation and Amortization	3,677 342,982 \$ 346,659	4,413 342,982 \$ 347,395

CEDAR POINTE SUBDIVISION, L.P. SCHEDULE OF COMPENSATION, BENEFITS AND OTHER PAYMENTS TO AGENCY HEAD OR CHIEF EXECUTIVE OFFICER FOR THE YEAR ENDED DECEMBER 31, 2023

Agency Head Name: J. Wesley Daniels, Jr., Executive Director of the Housing Authority of East Baton Rouge Parish

<u>Purpose</u>	<u>Amount</u>
Salary	\$0
Benefits	\$0
Auto/Mileage	\$0
Travel	\$0
Meals	\$0
Continuing Education, Per Diem, Etc.	\$0
Unvouchered Expenses	\$0

CEDAR POINTE SUBDIVISION, L.P. SCHEDULE OF PROJECT CASH FLOW DISTRIBUTION FOR THE YEAR ENDED DECEMBER 31, 2023

	<u>2023</u>
CASH RECEIPTS Total Revenue per Statement of Operations	\$ 951,399
(Increase) Decrease in Accounts Receivable Increase (Decrease) in Deferred Rent Income	(4,734) 8,263
Total Cash Receipts	954,928
CASH EXPENDITURES	
Total Expenses per Statement of Operations	1,122,817
Less: Depreciation, Amortization and Interest	(516,922)
Net Increase in Replacement Reserve	28,197
Net Increase in Tax & Insurance Escrow	165,567
Debt Service Payments	205,507
Total Cash Expenditures	1,005,166
Cash Flow Available for Distribution	\$ (50,238)

Distribution	and Application of Cash Flow per Section 9.2 A of the Partnership Agreement:	Payable to:	Paid	To Be Paid	Amount Remaining
(A)	To the Investor Limited Partner in an amount equal to the unpaid Housing Tax Credit Shortfall Payment.	Alliant MT 46, LLC	-	-	-
(B)	To replenish any funds disbursed from the Operating Deficit Reserve Account until the Operating Deficit Reserve Account is funded to the Operating Reserve Amount;	N/A	1	-	-
(C)	To pay interest on any loans, including Voluntary Loans (but excluding Operating Loans and Deferred Development Fee), from Partners or their Affiliates provided for herein, pro rata in accordance with the amount of interest accrued as of the date of such distribution.	N/A	-	-	-
(D)	To repay principal of any loans, including Voluntary Loans (but excluding Operating Loans and Deferred Development Fee), payable to Partners or their affiliates, pro rata in accordance with the amount of the principal balances as of the date of such distribution.	N/A	-	-	-
(E)	To pay in full any unpaid Asset Management Fees;	Alliant MT 46, LLC	1	,	-
(F)	To pay in full any unpaid and accrued management fee;	NDC Asset Management, LLC	1	ı	_
(G)	To pay in full any unpaid Development Fee;	Cedar Pointe Development, LLC	1	,	_
(H)	To pay in full any Operating Loans;	N/A	-	-	-
(I)	To pay the Supervisory Management Fee due pursuant to the Supervisory Agreement (40% of remaining Cash Flow, not to exceed 10% of gross revenues)	Cedar Pointe Development, LLC	1		_
(J)	To pay the Incentive Management Fee payable pursuant to the Supervisory Agreement (40% of remaining Cash Flow, not to exceed 10% of gross revenues)	Cedar Pointe Development, LLC	-	-	-
	Investor Limited Partner (99.98%)	Alliant MT 46, LLC	-	-	-
(K)	Administrative Limited Partner (.01%)	Alliant Tax Credit 46, LLC	-	-	-
	General Partner (.01%)	Cedar Pointe Development, LLC	-	-	_



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> INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Partners Cedar Pointe Subdivision, L.P.

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Cedar Pointe Subdivision, L.P., which comprise the balance sheets as of December 31, 2023 and 2022, and the related statements of operations, partners' equity (deficit), and cash flows for the years then ended, and the related notes to the financial statements, and have issued our report thereon dated March 06, 2024.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Cedar Pointe Subdivision, L.P.'s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Cedar Pointe Subdivision, L.P.'s internal control. Accordingly, we do not express an opinion on the effectiveness Cedar Pointe Subdivision, L.P.'s control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Cedar Pointe Subdivision, L.P.'s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Monroe, Louisiana March 06, 2024

Bond + Tousignant, LIC