WESLEY CHAPEL DEVELOPMENT LIMITED PARTNERSHIP

FINANCIAL STATEMENTS

DECEMBER 31, 2021 AND 2020

WESLEY CHAPEL DEVELOPMENT LIMITED PARTNERSHIP

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INDEPENDENT AUDITORS' REPORT

To the Partners Wesley Chapel Development Limited Partnership

Opinion

We have audited the accompanying financial statements of Wesley Chapel Development Limited Partnership, (a Louisiana Limited Partnership), which comprise the balance sheets as of December 31, 2021 and 2020, 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 Wesley Chapel Development Limited Partnership as of December 31, 2021 and 2020, 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 Wesley Chapel Development Limited Partnership 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 Wesley Chapel Development Limited Partnership'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 Wesley Chapel Development Limited Partnership'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 Wesley Chapel Development Limited Partnership'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 21 through 27 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 dated February 28, 2022, on our consideration of Wesley Chapel Development Limited Partnership'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 Wesley Chapel Development Limited Partnership'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 Wesley Chapel Development Limited Partnership's internal control over financial reporting and compliance.

Monroe, Louisiana February 28, 2022

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WESLEY CHAPEL DEVELOPMENT LIMITED PARTNERSHIP BALANCE SHEETS DECEMBER 31, 2021 AND 2020

ASSETS

	<u>2021</u>		<u>2020</u>	
CURRENT ASSETS				
Cash and Cash Equivalents	\$	9,759	\$	16,054
Accounts Receivable - Tenants		28,543		32,221
Prepaid Expenses		14,418		18,698
Total Current Assets		52,720		66,973
RESTRICTED DEPOSITS AND FUNDED RESERVES				
Replacement Reserve Escrow		255,734		226,740
Operating Deficit Reserve		404,387		403,891
Tenants' Security Deposits		14,029		15,301
Real Estate Tax and Insurance Escrow		78,947		43,838
Total Restricted Deposits and Funded Reserves		753,097		689,770
PROPERTY AND EQUIPMENT				
Buildings	9	,094,470		9,094,470
Land Improvements		291,259		291,259
Furniture and Equipment		660,184		660,184
Total	10	0,045,913		10,045,913
Less: Accumulated Depreciation	(2	2,954,114)		(2,646,171)
Net Depreciable Assets	7	7,091,799		7,399,742
Land		90,000		90,000
Total Property and Equipment	7	7,181,799		7,489,742
OTHER ASSETS				
Permanent Credit Fees		86,559		86,559
Tax Credit Fees		85,000		85,000
Less: Accumulated Depreciation		(94,408)		(83,331)
Net Amortizable Assets		77,151	•	88,228
Utility Deposits		2,167		2,167
Total Other Assets		79,318		90,395
TOTAL ASSETS	\$ 8	3,066,934	\$	8,336,880

WESLEY CHAPEL DEVELOPMENT LIMITED PARTNERSHIP BALANCE SHEETS DECEMBER 31, 2021 AND 2020

LIABILITIES AND PARTNERS' EQUITY

	<u>2021</u>		<u>2020</u>	
CURRENT LIABILITIES				
Accounts Payable	\$	21,115	\$	33,557
Prepaid Rent		17,108		10,319
Accrued Interest Payable		8,791		9,089
Management Fees Payable		3,254		3,643
Asset Management Fees Payable - TCAP		16,825		16,765
Asset Management Fees Payable - Limited Partner		49,796		41,089
Current Portion of Long-Term Debt		30,646		28,868
Total Current Liabilities		147,535		143,330
DEPOSITS				
Tenants' Security Deposits		14,030		15,300
Total Deposits		14,030		15,300
LONG-TERM LIABILITIES				
Mortgage Payable	1	1,474,350		1,498,750
Notes Payable - TCAP		000,000		1,000,000
Notes Payable - Partners for Progress		500,000		500,000
Accrued Interest - TCAP Funds		300,416		270,000
Deferred Developer Fees		71,282		71,282
Due to Affiliates		119,237		119,237
Total Long-Term Liabilities	3	3,465,285		3,459,269
Total Liabilities		3,626,850		3,617,899
PARTNERS' EQUITY				
Partners' Equity (Deficit)		1,440,084		4,718,981
TOTAL LIABILITIES AND PARTNERS' EQUITY	\$ 8	3,066,934	\$	8,336,880

WESLEY CHAPEL DEVELOPMENT LIMITED PARTNERSHIP STATEMENTS OF OPERATIONS FOR THE YEARS ENDED DECEMBER 31, 2021 AND 2020

	<u>2021</u>	<u>2020</u>
REVENUE		
Tenant Rents	\$ 644,780	\$ 627,851
Less Vacancies, Concessions, Etc.	(6,832)	(6,918)
Late Fees, Deposit Forfeitures, Etc.	27,498	16,776
Total Revenue	665,446	637,709
EXPENSES		
Maintenance and Repairs	210,197	148,270
Utilities	53,084	49,249
Administrative	79,486	95,868
Management Fees	42,688	40,100
Taxes	9,130	9,572
Insurance	74,434	84,529
Interest	142,680	140,871
Depreciation and Amortization	319,021	319,020
Total Expenses	930,720	887,479
Income (Loss) from Rental Operations	(265,274)	(249,770)
OTHER INCOME AND (EXPENSES)		
Interest Income	899	1,577
Asset Management Fee - TCAP	(5,815)	(5,755)
Asset Management Fee - Limited Partner	(8,707)	(8,564)
Total Other Income (Expense)	(13,623)	(12,742)
Net Income (Loss)	\$ (278,897)	\$ (262,512)

WESLEY CHAPEL DEVELOPMENT LIMITED PARTNERSHIP STATEMENTS OF PARTNERS' EQUITY (DEFICIT) FOR THE YEARS ENDED DECEMBER 31, 2021 AND 2020

		GE	NERAL				
		PA	RTNER	I	LIMITED I	PART	NERS
		Wesle	ey Chapel				Alliant
		Deve	elopment,	Allia	nt ALP	7	ax Credit
	 Total		LLC	65,	LLC	Fu	nd 65, Ltd.
Partners' Equity (Deficit), January 1, 2020	\$ 4,981,493	\$	(831)	\$	(279)	\$	4,982,603
Net Income (Loss)	 (262,512)		(26)		(26)		(262,460)
Partners' Equity (Deficit), December 31, 2020	\$ 4,718,981	\$	(857)	\$	(305)	\$	4,720,143
Net Income (Loss)	 (278,897)		(28)		(28)		(278,841)
Partners' Equity (Deficit), December 31, 2021	\$ 4,440,084	\$	(885)	\$	(333)	\$	4,441,302
Profit and Loss Percentages	 100.00%		0.01%		0.01%		99.98%

WESLEY CHAPEL DEVELOPMENT LIMITED PARTNERSHIP STATEMENTS OF CASH FLOWS FOR THE YEARS ENDED DECEMBER 31, 2021 AND 2020

	<u>2021</u> <u>2020</u>		
CASH FLOWS FROM OPERATING ACTIVITIES:			
Net Income (Loss)	\$ (278,897)	\$	(262,512)
Adjustments to Reconcile Net Income (Loss) to Net Cash			
Provided (Used) by Operating Activities:			
Depreciation and Amortization	319,021		319,020
(Increase) Decrease in:			
Accounts Receivable - Tenants	3,678		(1,215)
Prepaid Insurance	4,280		(7,073)
Increase (Decrease) in:			
Accounts Payable	(12,442)		1,345
Management Fee Payable	(389)		(99)
Prepaid Rent	6,789		(2,807)
Accrued Interest Payable	(298)		(302)
Asset Management Fee Payable - TCAP	60		5,755
Asset Management Fee Payable - Limited Partner	8,707		8,564
Tenants' Security Deposits	(1,270)		45
Net Cash Provided (Used) by Operating Activities	49,239		60,721
CASH FLOWS FROM FINANCING ACTIVITIES:			
Payments on Mortgage Payable	(25,226)		(27,150)
Interest on Loan Fees	2,604		2,642
Increase (Decrease) in Accrued Interest - TCAP Funds	30,416		30,501
Net Cash Provided (Used) by Financing Activities	 7,794		5,993
Net Increase (Decrease) in Cash and Restricted Cash	57,033		66,714
Cash and Restricted Cash, Beginning of Year	705,824		639,110
Cash and Restricted Cash, End of Year	\$ 762,856	\$	705,824
Reconciliation of cash and restricted cash reported within the balance that sum to the total of the same such amounts in the statements of cach and Cash Equivalents		\$	16,054
Tenants' Security Deposits	14,029		15,301
Real Estate Tax and Insurance Escrow	78,947		43,838
Operating Deficit Reserve	404,387		403,891
Replacement Reserve	 255,734		226,740
Total Cash and Restricted Cash	\$ 762,856	\$	705,824

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

WESLEY CHAPEL DEVELOPMENT LIMITED PARTNERSHIP STATEMENTS OF CASH FLOWS (CONTINUED) FOR THE YEARS ENDED DECEMBER 31, 2021 AND 2020

Supplemental Disclosures of Cash Flow Information:

Cash Paid During the Year for:
Interest

\$ 109,958 \$ 108,030

NOTE A - ORGANIZATION

Wesley Chapel Development Limited Partnership, (the Partnership) was organized in 2008 as a limited partnership to own, rehabilitate, develop, construct, maintain, and operate an eighty-two-unit apartment complex intended for rental to persons of low and moderate income. These apartments are located in Baton Rouge, Louisiana and are collectively known as Bayou Ridge Apartments (the Complex). Each building 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 up to \$250,000 per institution. At December 31, 2021, the Partnership had uninsured deposits of \$410,121.

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, 2021 and 2020, 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, 2021 and 2020.

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 February 28, 2022 (the date the financial statements were available to be issued) and concluded that no subsequent events have occurred that would require recognition in the financial statements or disclosure in the notes to the financial statements.

NOTE C – RESTRICTED DEPOSITS AND FUNDED RESERVES

Operating Deficit Reserve

The General Partners shall establish and at all times maintain an operating deficit reserve in an amount equal to the greater of \$396,050, or an amount equal to six (6) months of operating expenses, required debt service payments and required replacement reserve payments, which amount shall be determined in connection with the calculation of Rental Achievement. The operating deficit reserve shall be funded from the capital contribution of the Investor Limited Partner made pursuant to the Partnership Agreement. The operating deficit reserve shall be held by the lender of the Permanent Loan and shall be jointly held in the name of the Partnership and the Administrative Limited Partner. Any withdrawal from the account requires the consent of the Administrative Limited Partner. Funding amounted to \$496 in 2021 and \$1,047 in 2020. There were no withdrawals during either year. At December 31, 2021 and 2020, the balance in this account was \$404,387 and \$403,891, respectively.

Replacement Reserve

Upon commencement of Permanent Financing, the General Partner 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 (a) \$350 per unit (which annual rate shall be adjusted, on January 1, 2014, and January 1 of each year thereafter, to equal the product of \$350 (or such previously adjusted amount if greater than \$350) multiplied by three percent (3%), or (b) that required by the permanent lender. Funding amounted to \$28,994 in 2021 and \$29,214 in 2020. Withdrawals amounted to \$0 in 2021 and \$0 in 2020. At December 31, 2021 and 2020, the balance in this account was \$255,734 and \$226,740, respectively.

NOTE C – RESTRICTED DEPOSITS AND FUNDED RESERVES (CONTINUED)

Balance, December 31, 2020	\$	226,740
Deposits:		
Monthly Deposits: \$2,391.67 x 12		28,700
Interest Earned		294
Withdrawals:		
		_
Balance, December 31, 2021	\$	255,734
,,	· · ·	,

Tenants' Security Deposits

This account shall consist 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, 2021, this account was funded in an amount equal to the security deposit liability.

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. Deposits of \$42,109 and \$42,016 were made during 2021 and 2020, respectively, and withdrawals of \$7,000 and \$10,249 were made during 2021 and 2020, respectively. At December 31, 2021 and 2020, the balance in this account was \$78,947 and \$43,838, respectively.

NOTE D - PARTNERS' CAPITAL

The Partnership has one General Partner – Wesley Chapel Development, LLC with .01% ownership; and two Limited Partners – Alliant ALP 65, LLC (Administrative Limited Partner) with .01% ownership and Alliant Tax Credit Fund 65, Ltd. (Investor Limited Partner) with 99.98% ownership. The final capital contribution of \$5,089,480 was contributed by the Limited Partners during 2014.

Mortgage Payable

Permanent financing was obtained from Home Federal Bank in July 2014 in the principal amount of \$1,700,000. The loan bears interest at 6.84% with monthly principal and interest installments of \$11,265. The loan has a term of sixteen (16) years with a thirty (30) year amortization period and a balloon payment due on the maturity date of August 1, 2030. The non-recourse loan is collateralized by a first mortgage on the Partnership's land and buildings. For the years ended December 31, 2021 and 2020, the partnership maintained a debt service coverage ratio of 124% and 134%, respectively. At December 31, 2021 and 2020, respectively, the balance of this loan was \$1,542,179 and \$1,567,362 and accrued interest was \$8,791 and \$9,089.

Debt issuance costs, net of accumulated amortization, of \$37,183 and \$39,745 as of December 31, 2021 and 2020, respectively, are amortized using an imputed interest rate of 1.96%.

NOTE E – LONG-TERM DEBT

Tax Credit Assistance Program (TCAP) Loan

The Partnership entered into a nonrecourse loan agreement with Louisiana Housing Corporation from the federal Tax Credit Assistance Program in the principal amount of \$1,000,000 bearing fixed interest of 3% per annum, and having a maturity date of March 1, 2041, with annual payment of principal and interest equal to 75% of surplus cash, which is defined in the TCAP Loan documents as cash (excluding tenant security deposits) remaining at the end of the year after (A) payment of all operating expenses for such fiscal year; (B) payment of all sums due to currently required to be paid under the terms of any Permanent Loan documents; (C) payment of all amounts required to be deposited into any reserve fund for the payment of operating expenses, any reserve for replacements, or any other special reserve funds required to be maintained under the Permanent Loan documents or the TCAP Loan documents; and (D) asset management fees and tax credit adjuster payment payable to the Investor Limited Partner. At December 31, 2021, the balance of the loan was \$1,000,000 and accrued interest was \$300,416.

Notes Payable - Partners for Progress

In July 2014 during closing of the first mortgage, Partners for Progress, an affiliate of the General Partner, loaned the Partnership \$500,000. The non-recourse loan has zero percent interest (0%) and a thirty year term. The maturity date of the loan is in July 2044. Payments of principal are deferred until there is sufficient income and cash flow to pay on the note. At December 31, 2021 the balance of the loan was \$500,000 and accrued interest was \$0.

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

Year Ending	
December 31,	Amount
2022	\$ 30,646
2023	32,809
2024	35,125
2025	37,604
2026	40,259
Thereafter	\$ 2,865,736

NOTE F – TRANSACTIONS WITH AFFILIATES AND RELATED PARTIES

Due to Affiliates

Due to East Baton Rouge Parish Housing Authority

The East Baton Rouge Parish Housing Authority, an affiliate of the General Partner, has paid certain operating and development costs on behalf of the Partnership. At December 31, 2021 and 2020, \$119,237 and \$119,237, respectively, was due to the East Baton Rouge Parish Housing Authority. This amount is included in the financial statements under the caption "Due to Affiliates".

Development Deficits

The General Partner shall be entitled to advance sums for completion of Construction and shall be entitled to the repayment of such advances without interest to the extent that there are proceeds of the Permanent

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

Loan or Investor Limited Partner Contributions available, after paying all other obligations of the Partnership incurred in connection with such Construction and the establishment of all required reserves or escrow accounts under the Project Documents, to repay such advances. Any such advances which are not so repaid shall be deemed a payment to the Partnership by the General Partner in the nature of a compromise, shall not be credited to the Capital Accounts of the General Partner, and shall not be repayable. As of December 31, 2021, there were no development advances made to the Partnership other than those noted above.

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. As of December 31, 2021, there were no operating deficit advances made to the Partnership other than those noted above.

Asset Management Fee - Limited Partner

Commencing in the year in which Completion occurs and for each year thereafter, the Partnership shall pay to the Investor Limited Partner an Asset Management Fee of \$7,500 per annum for its services in reviewing informational reports, financial statements and tax returns. The Asset Management Fee shall be payable only to the extent sufficient Cash Flow is available pursuant to the amended and restated partnership agreement, and 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 Transaction Proceeds to pay the outstanding accrued amount. The Asset Management Fee shall be adjusted annually based on the CPI Adjustment. During the years ending December 31, 2021 and 2020, the Partnership paid Asset Management Fees of \$0 and \$0, respectively. At December 31, 2021 and 2020, the Partnership owed Asset Management Fees of \$49,796 and \$41,089, respectively, to the Investor Limited Partner.

Incentive & Supervisory Management Fee

The Partnership has entered into the Incentive Management Agreement with the General Partner for services in managing the business of the Partnership. Commencing in the year in which Rental Achievement occurs and for each year thereafter, the Partnership shall pay to the General Partner an Incentive Management Fee in an amount equal to fifty percent (50%) of Cash Flow remaining after application of Cash Flow against the amounts described in section 9.2A of the Partnership Agreement. In addition, a Supervisory Management Fee will be paid in an amount equal to twenty-four and ninety-nine

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

one hundredths percent (24.99%) of Cash Flow remaining after application of Cash Flow against the amounts described in section 9.2A of the Partnership Agreement; provided that the Supervisory Management Fee for any year shall not exceed ten percent (10%) of gross revenues of the Apartment Complex for such year.

The Incentive Management Fee and Supervisory Management Fee pursuant to the Incentive Management Agreement shall be in accordance with any applicable requirements of the Lender. In no event will the sum of the fees payable pursuant to the Incentive Management Agreement plus any fees payable to the 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. During the years ended December 31, 2021 and 2020, no Incentive or Supervisory Management Fees were paid.

<u>Deferred Developer Fees</u>

The Partnership has entered into a Development Services Agreement in the amount of \$1,154,000 with Wesley Chapel Development, LLC, the 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. During the years ended December 31, 2021 and 2020, \$0 and \$0, respectively, of developer fees were paid. At December 31, 2021 and 2020, \$71,282 and \$71,282, respectively of Developer Fees were payable.

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 Fees), 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 Fees), 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;

NOTE G – PARTNERSHIP PROFITS AND LOSSES AND DISTRIBUTIONS (CONTINUED)

- G) To pay in full any unpaid Development Fee;
- H) To pay in full any Operating Loans;
- I) To pay the Incentive Management Fee due pursuant to the Incentive Management Agreement;
- J) To pay the Supervisory Management Fee payable pursuant to the Incentive Management Fee 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.

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 Bayou Ridge Apartments. 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

During 2012, the Partnership entered into an agreement with NDC Real Estate 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% of the total gross collections. Management fees incurred for the years ended December 31, 2021 and 2020, were \$42,688 and \$40,100, respectively.

NOTE K – TAXABLE INCOME (LOSS)

A reconciliation of financial statement net income (loss) to taxable income (loss) of the Partnership for the years ended December 31, 2021 and 2020 is as follows:

	2021	2020
Financial Statement Net Income (Loss)	\$ (278,897)	\$ (262,512)
Adjustments: Excess of depreciation and amortization for income tax purposes over financial reporting purposes	(32,373)	(33,037)
Taxable Income (Loss) as Shown on Tax Return	\$ (311,270)	\$ (295,549)

NOTE L – ASSET MANAGEMENT FEE – TCAP

For services performed under the Asset Management Agreement, the Partnership agrees to pay Foley & Judell, LLP (the "Asset Management Agent") \$27,500 at closing (the "Initial Asset Management Fee") and an annual asset management fee (the "Annual Fee") commencing with the execution of the TCAP Asset Management Agreement in the amount of five thousand dollars (\$5,000). The annual fee shall be due and payable to the Asset Manager commencing on April 1, 2014, and on the first day of April for each year thereafter, and shall be adjusted each year by the consumer price index ("CPI"). During the years ended December 31, 2021 and 2020, the Partnership paid \$5,755 and \$0, respectively. At December 31, 2021 and 2020, the Partnership owed TCAP Asset Management Fees of \$16,825 and \$16,765, respectively.

NOTE M – EXEMPTION FROM REAL ESTATE TAXES

Based upon the requirements set forth in the Louisiana Constitution, Article 7, Section 21, the Partnership is exempt from real estate taxes. The East Baton Rouge Tax Assessor has concurred with this exemption and therefore no real estate taxes have been assessed.

NOTE N – ADVERTISING

The Partnership incurred advertising costs of \$454 in 2021 and \$0 in 2020. These costs are expensed as incurred.

NOTE O – TAX CREDITS

During the year ended December 31, 2008, the Partnership was awarded Low-Income Housing Tax Credits in the amount of \$10,149,250 to be allocated over ten years. As of December 31, 2021, \$9,454,010 in tax credits have been taken with \$695,240 remaining to be taken.



WESLEY CHAPEL DEVELOPMENT LIMITED PARTNERSHIP SCHEDULES OF EXPENSES FOR THE YEARS ENDED DECEMBER 31, 2021 AND 2020

	<u>2021</u>	<u>2020</u>
MAINTENANCE AND REPAIRS		
Maintenance	150	200
Maintenance Salaries	74,239	77,136
Maintenance Supplies	17,725	14,144
Maintenance Contracts	14,009	3,885
Repairs & Maintenance	86,570	38,277
Grounds Maintenance	13,254	8,240
Pest Control	4,250	6,388
Total Maintenance and Repairs	\$ 210,197	\$ 148,270
UTILITIES		
Electricity	18,342	17,512
Water	33,982	31,737
Trash Removal	760	
Total Utilities	<u>\$ 53,084</u>	\$ 49,249
ADMINISTRATIVE		
Advertising	454	-
Management Consultants	-	944
Office Salaries/Commission	658	-
Office Expense	20,472	19,943
Manager Salary	39,189	41,854
Legal	360	200
Auditing	11,605	11,475
Accounting Fees	1,287	1,348
Bad Debts	314	8,048
Administrative Travel	-	1,077
Telephone	2,849	6,663
Bank Service Charges	451	680
Security Contract	409	266
Adminstrative Residual Fund Fee	502	-
Other Administrative	936	3,370
Total Administrative	<u>\$ 79,486</u>	<u>\$ 95,868</u>
MANAGEMENT FEES		
Management Fee	42,688	40,100
Total Management Fees	<u>\$ 42,688</u>	\$ 40,100

WESLEY CHAPEL DEVELOPMENT LIMITED PARTNERSHIP SCHEDULES OF EXPENSES FOR THE YEARS ENDED DECEMBER 31, 2021 AND 2020

	<u>2021</u>	<u>2020</u>
TAXES Payrell Toylor	9,130	0.572
Payroll Taxes Total Taxes	\$ 9,130	9,572 \$ 9,572
INSURANCE		
Property/Liability Insurance	70,335	80,464
Fidelity Bond	307	255
Workers Compensation	3,484	3,119
Hospitalization BC/BS	308	691
Total Insurance	<u>\$ 74,434</u>	\$ 84,529
INTEREST		
Mortgage Interest	109,701	107,767
Interest - TCAP	30,417	30,500
Interest - Loan Fees	2,562	2,604
Total Interest	<u>\$ 142,680</u>	<u>\$ 140,871</u>
DEPRECIATION AND AMORTIZATION		
Amortization	11,078	11,077
Depreciation	307,943	307,943
Total Depreciation and Amortization	\$ 319,021	\$ 319,020

WESLEY CHAPEL DEVELOPMENT LIMITED PARTNERSHIP SCHEDULE OF OPERATING INCOME AND EXPENSE VARIANCES - AMEC MODEL FOR THE YEAR ENDED DECEMBER 31, 2021

3.00%	Inflation Rate for Rental Income				
3.00%	Inflation Rate for Other Income/Expenses		2021		
2.50%	Inflation Rate for Replacement Reserve	•	Year 10		
		AN	IEC Model		<u>Actual</u>
RENTAL	INCOME		2%		
	Residential				
5121	Rental Income GROSS VACANCY	\$	633,979	\$	644,780
5190	Other				
Total Rent	al Income		633,979		644,780
VACANC	IES: Enter as Negative		-84%		
	Apartments		(42,472)	\$	(6,832)
5290	Miscellaneous Concessions		-		-
Total Vaca	ancies		(42,472)		(6,832)
Net Rental	Income		591,507		637,948
OTHER IN	NCOME & BAD DEBT		369%		
	Laundry & Vending		_		_
	Apartment Bad Debt - Enter as Negative		-		-
	NSF, Damages & Late Charges, Other		5,861	\$	27,498
Total Othe			5,861		27,498
EFFECTIV	VE GROSS INCOME		597,368		665,446
ADMIN. H	EXPS		-15%		
	Advertising		_		454
	Admin. Exps.		13,051		2,203
	Office Salaries		5,230		658
6311	Office Supplies		22,708		20,472
	Management Fee		37,511		42,688
6330	Management or Super. Sal.		41,844		39,189
6331	Mgmt. or Super. Free Rent Unit		-		-
6341	Legal Expenses (Project)		256		360
6350	Auditing Exps. (Project)		11,696		11,605
	Bookkeeping Fees/Acct. Services		1,413		1,287
	Telephone and Answering Service		9,588		2,849
	LHC Asset Management Fee		6,010		5,815
	in. Less Management Fee		111,797		84,892
Total Adm	iin. Exps.		149,308		127,580
UTILITIE	S EXPENSE		11%		
6420	Fuel Oil/Coal		-		-
6450	Electricity (Light & Misc. Power)		21,442		18,342
	Water		19,414		33,982
	Trash		-		760
	Sewer		7,006		
Total Utili	ties Exps.	\$	47,863	\$	53,084

WESLEY CHAPEL DEVELOPMENT LIMITED PARTNERSHIP SCHEDULE OF OPERATING INCOME AND EXPENSE VARIANCES - AMEC MODEL FOR THE YEAR ENDED DECEMBER 31, 2021

	2021 Year 10 <u>AMEC Model</u>		2021 Year 10 <u>Actual</u>	
O & M EXPENSES		-3%		
6510 O&M Payroll	\$	71,668	\$	74,239
6515 O&M Supplies		6,957		17,725
6520 O&M Contract		40,839		31,513
6525 Garbage & Trash Removal		-		-
6530 Security Payroll/Contract		954		409
6545 Elevator Maintenance/Contract		-		-
6546 HVAC R & M		-		-
6570 Other Expenses		-		150
6590 Misc. O & M Expenses		95,815		86,570
Total O & M Expenses		216,234		210,606
TAXES & INSURANCE		39%		
6710 Real Estate Taxes		-		-
6711 Payroll Taxes (FICA)		10,125		9,130
6719 Misc. Taxes, Licenses & Permits		-		-
6720 Property & Liability Insurance		45,337		70,335
6721 Fidelity Bond Insurance		368		307
6722 Workmen's Compensation		2,542		3,484
6723 Health Ins. & Other Emp. Benefits		1,868		308
6729 Other Insurance		-		-
Total Taxes & Insurance		60,240		83,564
TOTAL OPERATING EXPENSES		473,644		474,834
Per Unit		5,776		5,791
NET OPERATING INCOME	\$	123,724	\$	190,612
		52%		
Replacement Reserves	\$	19,081	\$	28,994
ADJUSTED NET OPERATING INCOME		104,643		161,618
First Mortgage Debt Service		135,182		135,180
CASH FLOW AVAILABLE	\$	(30,539)	\$	26,438

WESLEY CHAPEL DEVELOPMENT LIMITED PARTNERSHIP COMPUTATION OF SURPLUS CASH FOR THE YEAR ENDED DECEMBER 31, 2021

	<u>2021</u>
Operating Cash	\$ 9,759
Security Deposit Cash	14,029
Other	
Total Cash	23,788
Accrued Mortgage Interest Payable	8,791
Delinquent Mortgage Principal Payments	-
Delinquent Deposits to Reserve for Replacements	
Accounts Payable (due within 30 days)	21,115
Loans and Notes Payable (due within 30 days)	-
Deficient Tax and Insurance Escrow Deposits	-
Accrued Expenses (not escrowed)	-
Prepaid Rents	17,108
Tenant Security Deposits Liability	14,030
Other	_
Total Obligations	61,044
Surplus Cash (Deficiency)	\$ (37,256)

WESLEY CHAPEL DEVELOPMENT LIMITED PARTNERSHIP SCHEDULE OF COMPENSATION, BENEFITS AND OTHER PAYMENTS TO AGENCY HEAD OR CHIEF EXECUTIVE OFFICER FOR THE YEAR ENDED DECEMBER 31, 2021

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

WESLEY CHAPEL DEVELOPMENT LIMITED PARTNERSHIP SCHEDULE OF PROJECT CASH FLOW DISTRIBUTION FOR THE YEAR ENDED DECEMBER 31, 2021

	<u>2021</u>
CASH RECEIPTS	
Total Revenue per Statement of Operations	\$ 665,446
(Increase) Decrease in Accounts Receivable	3,678
Increase (Decrease) in Deferred Rent Income	(6,789)
Total Cash Receipts	662,335
CASH EXPENDITURES	
Total Expenses per Statement of Operations	930,720
TCAP Asset Management Fee	5,815
Less: Depreciation, Amortization and Interest	(461,701)
Net Increase in Replacement Reserve	28,994
Net Increase in Tax & Insurance Escrow	35,109
Debt Service Payments	135,180
Total Cash Expenditures	674,117
Cash Flow Available for Distribution	\$ (11,782)

Diet	ribution 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 Tax Credit Fund 65, LTD	- Talu	- au	
(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	_	_	-
(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;	Alliant Tax Credit Fund 65, LTD	-	-	-
(F)	To pay in full any unpaid and accrued management fee;	NDC Real Estate Management, LLC	-	-	-
(G)	To pay in full any unpaid Development Fee;	Wesley Chapel Development, LLC	-	-	-
(H)	To pay in full any Operating Loans;	N/A	-	-	-
(I)	To pay the Incentive Management Fee due pursuant to the Incentive Management Agreement (50% of remaining cash flow)	Wesley Chapel Development, LLC	-	-	-
(J)	To pay the Supervisory Management Fee payable pursuant to the Incentive Management Fee Agreement (24.99% of remaining cash flow, not to exceed 10% of gross revenues)	Wesley Chapel Development, LLC	-	-	-
	Investor Limited Partner (99.98%)	Alliant Tax Credit Fund 65, LTD	-	-	-
(L)	Administrative Limited Partner (.01%)	Alliant ALP 65, LLC	-	-	-
	General Partner (.01%)	Wesley Chapel 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
Wesley Chapel Development Limited Partnership

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 Wesley Chapel Development Limited Partnership, which comprise the balance sheets as of December 31, 2021 and 2020, 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 February 28, 2022.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Wesley Chapel Development Limited Partnership'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 Wesley Chapel Development Limited Partnership's internal control. Accordingly, we do not express an opinion on the effectiveness Wesley Chapel Development Limited Partnership'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 Wesley Chapel Development Limited Partnership'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 February 28, 2022

Bond + Tousignant, LIC

WESLEY CHAPEL DEVELOPMENT LIMITED PARTNERHIP FOR THE YEAR ENDED DECEMBER 31, 2021

SCHEDULE OF FINDINGS, QUESTIONED COSTS, AND RECOMMENDATIONS

Our audit disclosed no findings that are required to be reported for the year ended December 31, 2021.

SCHEDULE OF THE STATUS OF PRIOR AUDIT FINDINGS, QUESTIONED COSTS, AND RECOMMENDATIONS

Our audit disclosed no findings, questioned costs, or recommendations for the year ended December 31, 2020.