

Disclosure Statement

Annual Statement Under Georaia Law Section 33-45-10

of Central Georgia Senior Health, Inc.

Doing Business as

Carlyle Place

and

Carlyle Place at Home

5300 Zebulon Road Macon, GA 31210 (478) 405-4500

The issuance of a Certificate of Authority does not constitute approval, recommendation, or endorsement of the facility by the Insurance Department of the State of Georgia, nor is it evidence of, nor does it attest to the accuracy or completeness of the information set forth in this document. The statute requires this Disclosure Statement be delivered to a contracting party prior to the execution of a continuing care agreement. The Georgia Department of Insurance has certain oversight responsibilities as outlined by Title 33.

Date of this Disclosure Statement: February 2022

The Disclosure Statement is updated annually, and information herein is reliable through March 31, 2023.

NOTICE

In accordance with the requirements of the Official Code of Georgia Annotated Title 33 Chapter 45 Paragraph 10 (33-45-10), we do solemnly swear that we are familiar with the Laws of Georgia relating to Continuing Care Providers; that all of the foregoing information and documentary evidence submitted is true, complete and correct to the best of our knowledge and belief.

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Important Information to Prospective Residents/Members

Pursuant to the Georgia Continuing Care Provider Act O.C.G.A. Section 33-45-10, this Disclosure or Annual Statement is being delivered to you at the time of, or prior to, your execution of a Carlyle Place Resident and Life Care Agreement or Carlyle Place at Home Membership Agreement, or at the time of or prior to your payment of money to the Provider. Your receipt of this Disclosure Statement creates no obligation on your part to execute and deliver a Resident and Life Care Agreement or Carlyle Place at Home Membership Agreement to the Provider, nor does it create any obligation on the part of the Provider.

This Disclosure Statement does not contain any untrue statement of a material fact required to be stated herein, nor does it omit to state a material fact necessary to make the statements made, in light of the circumstances under which they are made, misleading. It contains a fair summary of the information required to be disclosed and of the material and other terms of the documents purported to be summarized.

This Disclosure Statement is furnished to prospective Residents of Carlyle Place or prospective Carlyle Place at Home Members and their representatives and may not be relied upon by any other person.

GENERAL INFORMATION

The following summary is qualified in its entirety by more detailed information appearing elsewhere and referred to in this Disclosure Statement and in the form of the Carlyle Place Resident and Life Care Agreement or Carlyle Place at Home Membership Agreement attached to this Disclosure Statement as Exhibit A. Capitalized terms not defined in this summary or in the Disclosure Statement have the same meanings assigned to them in the Resident and Life Care Agreement or Carlyle Place at Home Membership Agreement.

1.	Name and address of the Facility	Carlyle Place
1.	Name and address of the Facility	
		5300 Zebulon Road
		Macon, GA 31210
2.	Name and address of the Provider	Central Georgia Senior Health, Inc.
		d/b/a Carlyle Place & Carlyle Place at Home
		5300 Zebulon Road
		Macon, GA 31210
3.	Name, location and telephone number of	Life Plan Advisor/Campus
	person to be contacted to discuss	Life Plan Specialist/Carlyle Place at Home
	admissions	Carlyle Place
		5300 Zebulon Road
		Macon, GA 31210
		478-405-4500 / 478-405-4549
4.	Description of physical property of the	The Facility is located in Bibb County, Georgia, in a
	Facility	suburban residential setting. The Facility is
		located on a site with approximately 58 acres.
5.	Minimum age for admission	Residents must be at least 62 years of age. A
		spouse and/or companion sharing a living unit

		with a Resident may be under 62 if he or she has executed the Resident and Life Care Agreement and satisfies all other requirements for admission, including medical insurance. Members of Carlyle Place at Home must be at least 62 years of age.
6.	Management assistance by nonprofit organization	Atrium Health Navicent
7.	Number of current Residents/Members	As of December 31, 2020, the Resident population of Carlyle Place is 324. Carlyle Place at Home has a membership of 53.
8.	Sample Fees for two – bedroom (1,243 Sq. Ft. unit "E")	As of the date of this Disclosure Statement, sample fees are: \$177,000 / \$200,000 (Single / Double) Entrance Fee under the Declining Balance Plan and a Monthly Service Fee of \$3,625 for one person, and an additional \$1,231 Monthly Service Fee for the second person.

NAMES AND EXPERIENCE OF BOARD AND MANAGEMENT

Carlyle Place is governed by a 12-member Board of Directors who are members of the general community and certain members of the Board serve as members of Atrium Health Navicent Leadership. Specifically, the CEO, CFO, and Board Chair of Atrium Health Navicent are automatically members of the Carlyle Place Board. The CEO of Central Georgia Senior Health is also a member of the Carlyle Place Board of Directors.

Board of Directors						
Name	Occupation	Current Term Expires December 31st				
Habersham, Myrtle S. Chair	M. S. Habersham Consulting, LLC	2022				
George, Danyelle J., CPA Vice Chair	CPA, Butler Williams and Wyche, LLC	2023				
McQueen, Elbert President/CEO, CGSH	Vice President Post-Acute Services, Atrium Health Navicent	Ex-Officio				
Wilde, Chris Treasurer	CFO, Atrium Health Navicent	Ex-Officio				
Banks, Kenneth B., Esq. Secretary	General Council Atrium Health Navicent	Ex-Officio				
Troy Cannaday Executive Director	Executive Director, Carlyle Place	Ex-Officio				
Gheesling, Angie	Development Authority of Houston County	2025				
George, Danyelle J., CPA	CPA, Butler Williams and Wyche, LLC	2023				
Koplin, Henry	Commercial Operations Manager, Schnitzer Southeast, Retired	2025				
Matson, Sandra G., Esq.	Attorney, Bibb County District Attorney's Office	2023				
Purdue, Starr Hutchings	Hutchings Funeral Home, Inc., and Chair of Atrium Health Navicent Board	Ex-Officio				
Finley, Delvecchio	President & CEO, Atrium Health Navicent	Ex-Officio				
Scott, Dr. Wade	Owner, Scott's Health Mart Pharmacy	2022				
Kimsey, Carol	Retired	2025				
Skinner, Charles	Resident Member to Board	2022				

Senior Management of Community

Carlyle Place is managed by the Executive Leadership Team of the Provider. The Key Members are listed below:

Troy Cannaday, **Executive Director**: Troy was appointed Executive Director of Carlyle Place on February 14, 2022. Troy has been working in the senior living industry for the past twenty years and led two start up Life Plan communities and has been the Executive Director for communities in Alabama, South Carolina, North Carolina and Florida. He is a native of Indiana and received his Bachelor of Science in Therapeutic Recreation with a minor in Gerontology from Lake Superior State University in Michigan and his Master of Business Administration from Indiana Wesleyan University. He is a 2013 Graduate of the LeadingAge Leadership Academy and has been involved with LeadingAge in the States where he has led communities. He holds an active Nursing Home Administrator License in Georgia. He was a member of the Leadership Gainesville (FL) Class 47 in 2020-2021.

<u>Vicki Mills, Director of Marketing</u>: Vicki is a native of Macon. She attended Mercer University studying Marketing and Media Strategies. Her experience in marketing, sales, development of strong brand recognition and public relations especially with non-profit entities makes her a perfect fit for Carlyle Place. Vicki has served on several regional and national advertising and marketing association boards. On the local level she is a graduate of Leadership Macon, former president of the Rotary Club of Downtown Macon and served on various community boards.

Linda Hayes, Director of Carlyle Place at Home: Linda Hayes, a Six Sigma Green Belt, is in her 13th year of service at Carlyle Place. She began her career in the Accounting Office and then moved into the role of Life Plan Specialist to implement the organization's vision of Carlyle Place at Home. Carlyle Place at Home, the only program of its kind in Georgia, is the off-site version of Carlyle Place, assisting people who choose to remain in their homes rather than moving to Campus. Linda comes to Carlyle Place after 20 years as Director of MBRCI, a non-profit agency serving individuals with disabilities and their families. MBRCI was founded and developed by Linda and her associate, Arnelle Reeves, both mothers of young men with disabilities.

<u>Connie W. Jones</u>, <u>Director of Financial Services</u>: Connie brings a wealth of financial knowledge to Carlyle Place as director of financial services. Connie began at Carlyle Place in 2010 after leaving a long career at Wesleyan College, the alma mater of many of our residents. Connie is a graduate of Mercer University and licensed as a CPA. She brings an analytical mind and keeps the team on the forefront of industry trends. Connie enjoys supporting and volunteering at the Macon Little Theatre and is also a Six Sigma Green Belt.

<u>Susan Bankston</u>, <u>Director of Resident Life</u>: Susan obtained her Bachelor of Science in Health Education, with a concentration in Exercise Science, from Georgia College & State University. She began her career in Resident Life as the fitness & wellness coordinator in September of 2004. Since then, Susan has had the opportunity to learn and grow within this community. She made the transition to a leadership role in the fall of 2018. Susan enjoys working with special populations. She became involved with the Alzheimer's Association in 2010. She is a certified instructor for Ohio Health's Delay the Disease Parkinson's Fitness Program and has supported and contributed to the success of this program at Carlyle Place. She also serves as a Carlyle Place team member for the American Heart Association's Central GA Heart Walk, and is a Six Sigma Green Belt.

Travis House, **Director of Facility Services**: Travis has been with Carlyle Place since 2012. He began in the Facility Services department as a porter in housekeeping, then served as a maintenance mechanic, maintenance supervisor, maintenance manager, and now as Director of Facility Services. Travis has a background in retail customer service, maintenance, and management. He attended Central Georgia Technical College for Electrical Construction and Maintenance and is a Six Sigma Green Belt. He received his Facility Management Professional Certification from IFMA (International Facilities Management Association) in March 2019.

<u>Wendy Cross</u>, <u>Director of Dining Services</u>: Wendy has been with Carlyle Place since August 2013. She is a 1998 graduate of Penn State University with a Bachelor of Science in Hotel, Restaurant, and Institutional Management. She has more than 20 years of dining management experience with Sodexo in roles ranging from culinary production, catering management, and operations at various locations on the East Coast.

Brian Hart, **Director of Healthcare Services**: Brian has been a Licensed Nursing Home Administrator for 12 years. Brian's passion for protecting our elderly has grown so much that he became the President of the GHCA Middle GA Council in 2019 and is also an executive board member for the Georgia Health Care Association, ensuring he can do more to protect Georgia's elderly. He has been awarded the GHCA Leadership Innovation Award in 2017, GHCA Leadership Program Graduate in 2018, and received the GHCA Leadership Excellence Award in 2019. Brian was born and raised in Cochran, GA where he graduated from Bleckley County High School. He then attended Georgia Southern for a bachelor's degree in Business Administration.

Ownership Interest

As a 501(c)(3) organization, neither the Board, Management or any person can have an ownership interest in the organization. Specifically, no Officer, Director, Trustee, or other person holds ten percent (10%) or more equity or benefit interest in or of the Provider. All Board and Management representatives can be located through the business address referenced on page 4.

Conflict of Interest Policy

The organization has a conflict of interest policy which defines a conflict of interest, explains how disclosure of potential conflicts should be facilitated, and the procedures to manage conflicts. Annually, board members and the management team are required to reaffirm in writing their interest to continue on the board and their knowledge of Carlyle's conflict of interest policy and recusal form if they perceive they may have a potential conflict. No conflicts have been made known or are expected to be made known.

Disclosure of Any Relevant Criminal Record

Carlyle Place requires background checks of all management (and other personnel) and board members at the time of hire or service. Additionally, various other regulators require background checks related to professional certification, liquor licenses, etc. No instances of relevant criminal records or relevant civil judicial proceedings have been noted. Additionally, no relevant actions brought by a governmental agency or department have been noted related to the business activity of health care.

THE FACILITY / COMMUNITY

General Description of the Facility

The property consists of 225 residential homes ranging from studio apartments to three-bedroom Garden Homes on 58 acres of property with a variety of outdoor amenities. There are 58 Garden Homes consisting of two and three-bedrooms with attached garage. The main Commons building facility has three attached apartment buildings. The West Wing, East Wing, and South Wing each contain apartments ranging from studio to three-bedrooms and storage facilities on each wing.

The Personal Care neighborhood of Stafford Suites is connected to the Commons building and contains 29 apartments. There is a complement of studio and one-bedroom suites in this building. Dining facilities, activity areas, lobby, and meeting rooms are within Stafford Suites. Our Wellness Suite with nurse and physician offices is located adjacent to Stafford Suites.

The Memory Personal Care neighborhood of Cambridge Court is connected to the Commons building and contains 26 suites, including activity areas and dining facilities.

The Skilled Care neighborhood of Harrington House is connected to the Commons building and contains 40 private room suites. A rehabilitation therapy area, hair salon, activity spaces and dining room are also located in Harrington House.

The Commons building contains dining rooms, a Bistro, The Grande multipurpose event/meeting space, lounges, pub, art studio, activities rooms, fitness center, exercise rooms, an indoor pool, library, resident business space, communication/mail distribution center, beauty shops, and administrative offices.

Carlyle Place is considered to be a "Type A" full service Life Plan Community (formerly known as a Continuing Care Retirement Community), meaning the obligation of Carlyle Place, the Provider, continues throughout the continuum of long term care to residents who have qualified for such level of care as further outlined in the Resident and Life Care Agreement.

Construction of the Facility

Carlyle Place was designed by RDG Architects, of Omaha, Nebraska. In April 2000 Brasfield and Gone were contracted to construct the campus. Groundbreaking ceremonies were held in November 1999. As construction completed in July 2001, the various rooms and areas of Carlyle Place were named. On September 4, 2001, the first four residents of Carlyle Place moved into the community. The initial

development of the community was overseen by Davidson Retirement Properties; the work of this developer ended in January 2003. Davidson Retirement Properties developed Brandon Wilde, located in Augusta, Georgia, and went on to develop Spring Harbor in Columbus.

In May of 2000, Cooperative Retirement Services of America (CRSA) signed a management contract with Davidson Properties to provide management services for Carlyle Place. The board decided to begin self-management of Carlyle Place in October 2005, and the CRSA management agreement was discontinued. Carlyle Place is independently managed by staff who are employed by Atrium Health Navicent.

Plans for a Phase II expansion began in May 2004 to add additional Garden Homes at Carlyle Place. Once the infrastructure was in place, the additional Garden Homes were constructed as they were sold. Construction of the 17 Phase II Garden Homes continued through completion in 2008.

Construction to expand The Grille into what is now The Bistro was completed in July 2012. Construction to expand and renovate the Renaissance Center (health and fitness area) was completed in March 2015. Additional construction to add a maintenance facility building to the community was completed in December 2015. In 2020, construction to update both the Grande and the Pub began with a completion date of February 2021. These expansion plans were funded by the facility with no additional debt incurred.

Atrium Health Navicent owns property surrounding Carlyle Place. There are no current plans for additional living units.

CARLYLE PLACE AT HOME

The Governor of Georgia signed Legislation in May 2015 to permit the "Life Care at Home" model in the state. Carlyle Place was instrumental in having this legislation passed and began selling Membership Agreements for this program in March 2016 under the name Carlyle Place at Home. The Carlyle Place at Home program offers Members the benefits of a "Type A" life care agreement while remaining in their present place of residence. If and when extended services requiring services at a healthcare facility become necessary, the Member has the right to move to Carlyle Place, or to a facility contracted by Carlyle Place, to provide such care. The Board of Carlyle Place has determined the Carlyle Place at Home model is considered a department of Carlyle Place. The actuarial risk of the Carlyle Place at Home program will be calculated separately from the Community residents; however, the actuarial risk of the combined populations is considered in determining actuarial integrity of the program.

THE PROVIDER

Incorporation and Experience

The Facility is owned and operated by Central Georgia Senior Health, Inc. (CGSH), a Georgia nonprofit corporation formed on May 2, 1997 (the "Provider"). Carlyle Place is a controlled affiliate of Central Georgia Health System, Inc. (CGHS), doing business as Atrium Health Navicent. Certain management fees are paid to Atrium Health Navicent for consultative services such as information technologies and human resource management, and fees are paid to Atrium Health Navicent for backing of the bond financing of Carlyle Place. All related party transactions are disclosed in Appendix B – Audited Financial Statements. The affiliate organization, CGHS Atrium Health Navicent, a non-profit healthcare corporation, is not responsible for day to day financial or contractual obligations of CGSH.

The Provider's business address is 5300 Zebulon Road, Macon, Georgia 31210. The Provider is exempt from federal income taxation under Section 501(a) of the Internal Revenue Code, as amended, qualifying as a 501(c)(3) organization under such Code.

Carlyle Place Medicare certification was granted in November 2002. Carlyle Place participates in the Medicare program for both Part A and Part B. Carlyle Place's skilled nursing facility is considered under Georgia law as a closed CON or sheltered bed facility; as such Carlyle Place does NOT participate in the Medicaid program. Based upon availability, external applicants may be directly admitted to the Personal Care neighborhoods; they must meet health and financial criteria and pay an entrance fee and monthly fees.

The Provider's management team has over sixty years of cumulative experience in management of Life Plan Communities (LPCs). Carlyle Place is the only LPC in the Atrium Health Navicent/Atrium system.

Statement of Affiliations with Other Organizations

Carlyle Place is a nonsectarian, nonprofit corporation incorporated in January 1997, and granted IRS 501(c)(3) tax exempt status in April 1998. Carlyle Place is affiliated with Atrium Health Navicent; other members of Atrium Health Navicent include but are not limited to the Medical Center–Atrium Health Navicent, The Rehabilitation Hospital–Atrium Health Navicent, Home Health–Atrium Health Navicent, and Pine Pointe Hospice-Atrium Health Navicent. In January 2019, Atrium Health Navicent became a member of the Atrium Health System, headquartered in Charlotte, North Carolina.

Tax Exempt Status

Carlyle Place is exempt from income taxes under Section 501(a) as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended. Carlyle Place has evaluated its tax positions and determined that they do not have any material unrecognized tax benefits or obligations as of September 30th.

ELIGIBILITY: PROCEDURE

Each prospective Resident/Member of the Provider must establish that he or she will be able to meet the anticipated financial obligations of residency at the Facility or Membership in Carlyle Place at Home. Each Resident and Member must be ambulatory, mentally alert, and able to live independently with or without adaptive devices, and in generally satisfactory health. Prior to admission, financial and health assessments to establish eligibility are required. Each Resident/Member must maintain certain medical insurance through federal, state, municipal, or private plans of medical and/or surgical and hospitalization insurance. Each Resident/Member must be at least 62 years old, except that a spouse sharing a residence at the facility (each, a "Living Accommodation") with a Resident may be under 62 if he or she satisfies all other requirements for admission including medical insurance. Once a Resident/Member has established financial and health eligibility, such Resident/Member will enter into a Resident and Life Care Agreement or Membership Agreement with the Provider, governing the terms and conditions of residency/membership with the Provider. Pursuant to the Resident and Life Care Agreement, the Resident will be provided a Living Accommodation chosen by the Resident. Additionally, certain health care, meal service and other services, as further described in this Disclosure Statement or the Residency Agreement, will be provided.

No Resident/Member will acquire any interest in the real or personal property owned or administered by the Provider, nor will any Resident/Member have the right to transfer his or her rights under the Resident and Life Care or Membership Agreement.

SERVICES PROVIDED BY PROVIDER

This DISCLOSURE STATEMENT is provided for both Residents of Carlyle Place and Members of Carlyle Place at Home. The contractual description of services provided in each plan is detailed in the Agreement attached as an exhibit to this Disclosure Statement. The descriptions below are an illustrative summary of the Agreement.

Services Provided at No Extra Cost to Community Residents

Non-Medical Services: As more completely set forth in Sections 4 and 5 of the Resident and Life Care Agreement, the Provider will provide each Resident with a Living Accommodation for a monthly service fee based on the Accommodation's type and square footage. At no extra cost to the resident, the Provider will provide certain furnishings, use of common facilities, utility service at the apartment buildings (not inclusive in Garden Homes); the Provider does not include in utilities private telephone or internet service. Also included at no extra cost are weekly cleanings of the Living Accommodation, meal plans in the Apartment buildings (not inclusive in Garden homes), necessary repairs, maintenance and replacement of appliances for the Resident's Living Accommodation, grounds maintenance and equipment of the Facility.

Medical Services: The Provider will, under the terms and subject to the exclusions set forth in the Resident and Life Care Agreement, provide each Resident with medical care in the skilled unit or personal care areas as prescribed or approved by the Medical Director. Medical care includes emergency medical care and appropriate medical services and care as covered by Medicare or managed care insurance of the Resident, special dietary consultations, general nursing care, and rehabilitation therapy. Residents outside of the skilled nursing unit shall arrange for services of a personal physician.

There is a possibility that a unit in Personal Care or Skilled Care may not be readily available when a resident may need that level of care. Following established guidelines, provisions will be made by the facility on a case by case basis to provide care for resident should a unit not be available. The facility

WILL NOT BE RESPONSIBLE for the costs of hired private service providers for residents in any level of care.

Exclusions to Medical Care are more fully set forth in Section 6 of the Resident and Life Care Agreement, including, without limitation, drugs, medication, personal care, comfort items, maintenance therapy in rehabilitation, orthopedic devices, companion services, extraordinary care and life support, including dialysis, and private nursing and the exclusion of those services not constituting covered services under Parts A and B of the Medicare Program (excluding general nursing care to be provided as part of the 20 days of covered Medical Care, which shall be paid for by the Provider). Medical care shall be directed by the Medical Director or by outside health practitioners selected and approved by the Medical Director/Provider. The Resident may, at the option of the Resident, obtain medical care from any outside health practitioner or health care facility not approved or selected by the Medical Director at the sole expense and risk of the Resident as more fully described in the Resident and Life Care Agreement.

Services Provided at No Extra Cost to Carlyle Place at Home Members

Non-Medical Services: As more completely set forth in the Carlyle Place at Home Membership Agreement, the Provider will provide each Member with health and wellness programming, campus access, member events, and referrals for non-health related services.

Medical Services: As more completely set forth in the Carlyle Place at Home Membership Agreement, the Provider will provide each Member with care coordination, mobile medical alert devices, and home safety inspections.

Services Provided at Resident/Members Expense

Non-Medical Services: As more fully set forth in the Resident and Life Care or Carlyle Place at Home Agreements, the Provider will, under the terms of the Agreements and at the Resident/Member's cost, assist each Resident/Member with referral for certain services. Such services may include eyeglasses, hearing aids, and other personal items.

Medical Services: As more fully set forth in the Resident and Life Care or Carlyle Place at Home Agreements, the Provider will, at the Resident/Member's cost, under the terms of the Agreements, provide each Resident/Member with certain services, including accommodations for in-patient nursing care at Harrington House or a contracted Skilled Nursing Facility, in the case of Carlyle Place at Home, on a temporary or permanent basis and for a permanent transfer. Other medical services that are the financial responsibility of the Resident/Member include: dental care, medical equipment, orthopedic or other appliances, physical, occupational, and speech therapy, prescription drugs and other medications, medical, surgical, or hospital services, psychiatric care, ambulance services, ancillary items, physician services, care by private duty personnel, or care that requires a level of staffing beyond that which Provider routinely provides.

OBLIGATIONS OF RESIDENTS/MEMBERS

Each Resident/Member is expected to provide, at his or her sole expense to the extent applicable or necessary, suitable and sufficient clothing, vision aids, dentistry services (excluding dental surgery in a

hospital), orthopedic appliances, psychiatric or psychological therapy, extraordinary care and life support (i.e. ventilator care), maintenance therapy in rehabilitation, private duty nurses and aides, companion services, and treatment for alcohol or drug abuse. Each Resident/Member is also expected to provide, at his or her sole expense, the medical insurance required to be obtained pursuant to the Resident and Life Care Agreement and Carlyle Place at Home Agreement.

FEES

Carlyle Place sets entrance fees, monthly fees, and other charges based on an analysis of the competitive market, our short/long-term financial obligations, and the results of our annual actuarial compilation. The entrance fees for the Community are determined by unit type and square footage.

Membership fees for Carlyle Place at Home are set based upon the age of the enrolling Member, as well as the service level or plan selected.

According to the Resident and Life Care Agreement, the entrance fee payments for Community residents are received in two payments: a 10% Deposit with the remainder to follow at occupancy. The 10% Deposit is held in escrow under the provisions of Code Section 33-45-8 until the conditions of residency are met. Upon the release from escrow, the entrance fee proceeds are used to fund reserves, fund principal payments, to pay for capital expenditures and, to a limited extent, to fund operations. Monthly fees are assessed based on the unit type, including the square footage.

Entrance fees and deposits are refundable in the event a Resident rescinds his or her Resident and Life Care Agreement prior to the date of Occupancy (see the Resident and Life Care Agreement Section 10). The Resident may be required to forfeit a portion of the 10% Entrance Fee deposit if the Living Accommodation is reserved for an extended period of time and the Resident then rescinds.

Entrance Fee for Community Accommodations

The Entrance Fee is based upon the type of Living Accommodation. A Living Accommodation will be reserved by a Resident when a deposit equal to ten percent (10%) of the Entrance Fee is made on the particular Living Accommodation preferred. The remaining ninety percent (90%) balance of the Entrance Fee is due at the earlier of the date the Living Accommodation is available for occupancy or is occupied (such date being the date of "Occupancy"). Entrance Fees and deposits are refundable with a withdraw option fee of four (4%) charged in the event a Resident rescinds his or her Resident and Life Care Agreement prior to the date of Occupancy – see the Resident and Life Care Agreement Section 10. A copy of Notice of Rescission is attached to the end of the Resident and Life Care Agreement found attached to this Disclosure Statement.

Membership Fee for Carlyle Place at Home Membership

Membership fee payments for Carlyle Place at Home are due upon enrollment into the program. Each Member enrolling in the program pays a Membership Fee. There is a discount to the Entry Fee for a couple, when both qualify for membership, enrolling in the program. The Membership Fee Schedule for Carlyle Place at Home is included in the Member Agreement for Carlyle Place at Home. Entry fees are based upon the age of up to 80 years, of the Member entering the program, as well as the level of service package selected by the enrolling Member.

The following Tables (1-3) contain the current COMMUNITY Entrance Fees:

Table 1: Declining Balance Fee

Current rates are applicable for January 1, 2022 – December 31, 2022

Declining Balance Plan						
This plan offers a prorated refund of the Entrance Fee during your first 48 months of residency,						
thereafter the Entrance Fee has been full	y depreciated.					
Apartment Homes	Total Entrance					
	(Approx.)			Fee for Two		
				Persons		
Studio	600	\$87,300	N/A	N/A		
One Bedroom B	749	\$118,600	\$23 <i>,</i> 500	\$142,100		
One Bedroom C	852	\$134,400	\$23 <i>,</i> 500	\$157,900		
Two Bedroom D	1,069	\$158,700	\$23 <i>,</i> 500	\$182,200		
Two Bedroom E	1,243	\$180,500	\$23 <i>,</i> 500	\$204,000		
Two Bedroom Corner F	1,359	\$193,000	\$23 <i>,</i> 500	\$216,500		
Two Bedroom/Den G	1,431	\$204,100	\$23 <i>,</i> 500	\$227,600		
Two Bedroom/Den H	1,531	\$235,900	\$23 <i>,</i> 500	\$259,400		
Three Bedroom 1	1,836	\$278,500	\$23 <i>,</i> 500	\$302,000		
Three Bedroom J	2,109	\$316,200	\$23 <i>,</i> 500	\$339,700		
Two Bedroom K	1,349	\$193,000	\$23 <i>,</i> 500	\$216,500		
GARDEN HOMES	Sq. Feet	Single	2nd Person	Total Entrance		
(residents pay utilities)	(Approx.)			Fee for Two		
				Persons		
Two Bedroom Garden Home A	1,565	\$221,100	\$23 <i>,</i> 500	\$244,600		
Two Bedroom Garden Home B	2,081	\$274,900	\$23 <i>,</i> 500	\$298,400		
Three Bedroom Garden Home C	2,366	\$329,300	\$23,500	\$352,800		
Two Bedroom Garden Home D	2,065	\$287,300	\$23 <i>,</i> 500	\$310,800		
Three Bedroom Garden Home E	2,371	\$341,000	\$23,500	\$364,500		

Table 2: 50% Refundable Entrance Fee Plan

Current rates are applicable for January 1, 2022 – December 31, 2022

50% Refundable Fee Plan					
This plan allows you or your estate to receive no less than 50% of the Entrance Fee. The entrance fee					
is prorated each month until the 23rd me	onth, then your r	efund is secu	red at 50% ref	undability.	
Apartment Homes	Sq. Feet	Single	2nd Person	Total Entrance	
	(Approx.)			Fee for Two	
				Persons	
Studio	600	\$118,300	N/A	N/A	
One Bedroom B	749	\$160,800	\$29,900	\$190,700	
One Bedroom C	852	\$182,300	\$29,900	\$212,200	
Two Bedroom D	1,069	\$215,100	\$29,900	\$245,000	
Two Bedroom E	1,243	\$244,600	\$29,900	\$274,500	
Two Bedroom Corner F	1,359	\$261,300	\$29,900	\$291,200	
Two Bedroom/Den G	1,431	\$276,500	\$29,900	\$306,400	
Two Bedroom/Den H	1,531	\$319,800	\$29,900	\$349,700	
Three Bedroom 1	1,836	\$377,400	\$29 <i>,</i> 900	\$407,300	
Three Bedroom J	2,109	\$428,400	\$29,900	\$458,300	
Two Bedroom K	1,349	\$261,300	\$29,900	\$291,200	

GARDEN HOMES (residents pay utilities)	Sq. Feet (Approx.)	Single	2nd Person	Total Entrance Fee for Two Persons
Two Bedroom Garden Home A	1,565	\$299,900	\$29,900	\$329,800
Two Bedroom Garden Home B	2,081	\$372,600	\$29,900	\$402,500
Three Bedroom Garden Home C	2,366	\$445,900	\$29,900	\$475 <i>,</i> 800
Two Bedroom Garden Home D	2,065	\$389,200	\$29,900	\$419,100
Three Bedroom Garden Home E	2,371	\$462,000	\$29,900	\$491,900

Table 3: 90% Refundable Entrance Fee Plan

Current rates are applicable for January 1, 2022 – December 31, 2022

90% Refundable Plan					
This plan allows you or your estate to receive no less than 90% of the Entrance Fee					
Apartment Homes	Sq. Feet (Approx.)	Single	2nd Person	Total Entrance Fee for Two Persons	
Studio	600	\$169,300	N/A	N/A	
One Bedroom B	749	\$230,000	\$45,800	\$275,800	
One Bedroom C	852	\$260,900	\$45 <i>,</i> 800	\$306,700	
Two Bedroom D	1,069	\$307,900	\$45,800	\$353,700	
Two Bedroom E	1,243	\$350,300	\$45,800	\$396,100	
Two Bedroom Corner F	1,359	\$374,100	\$45 <i>,</i> 800	\$419,900	
Two Bedroom/Den G	1,431	\$396,100	\$45,800	\$441,900	
Two Bedroom/Den H	1,531	\$457,700	\$45,800	\$503,500	
Three Bedroom 1	1,836	\$540,100	\$45,800	\$585,900	
Three Bedroom J	2,109	\$613,500	\$45,800	\$659,300	
Two Bedroom K	1,349	\$374,100	\$45,800	\$419,900	

GARDEN HOMES (residents pay utilities)	Sq. Feet (Approx.)	Single	2nd Person	Total Entrance Fee for Two Persons
Two Bedroom Garden Home A	1,565	\$429,100	\$45,800	\$474,900
Two Bedroom Garden Home B	2,081	\$533 <i>,</i> 600	\$45,800	\$579,400
Three Bedroom Garden Home C	2,366	\$638,600	\$45,800	\$684,400
Two Bedroom Garden Home D	2,065	\$557 <i>,</i> 300	\$45,800	\$603,100
Three Bedroom Garden Home E	2,371	\$661,500	\$45,800	\$707,300

Table 4: Preview to Carlyle Place Plan

Current rates are applicable for January 1, 2022– December 31, 2022

Preview to Carlyle Place Plan							
Experience the maintenance free lifestyle with no entrance fee for one year. During this 12-month period, you will have access to the Health Centers at Carlyle Place, if needed, based on availability and the market rate. At the end of the 12-month agreement, you shall decide on a Life Care Entrance Fee Plan.							
Apartment Homes	Sq. Feet (Approx.)	Single	2nd Person				
Studio	600	\$3,261	N/A				
One Bedroom B	749	\$3,550	\$4,767				
One Bedroom C	852	\$3,731	\$4,950				
Two Bedroom D	1,069	\$4,126	\$5,344				
Two Bedroom E	1,243	\$4,437	\$5,655				
Two Bedroom Corner F	1,359	\$4,674	\$5,892				
Two Bedroom/Den G	1,431	\$4,857	\$6,075				
Two Bedroom/Den H	1,531	\$5,302	\$6,521				
Three Bedroom 1	1,836	\$5,963	\$7,182				
Three Bedroom J	2,109	\$6,677	\$7,895				
Two Bedroom K	1,349	\$4,625	\$5,843				
GARDEN HOMES Sq. Feet Single 2nd Person (residents pay utilities) (Approx.)							
Two Bedroom Garden Home A	1,565	\$4,596	\$5,477				
Two Bedroom Garden Home B	2,081	\$5,388	\$6,270				
Three Bedroom Garden Home C	2,366	\$6,074	\$6,956				
Two Bedroom Garden Home D	2,065	\$5,467	\$6,350				
Three Bedroom Garden Home E	2,371	\$6,180	\$7,062				

Table 5: Flex Plan

Current rates are applicable for January 1, 2022 – December 31, 2022

Flex Plan This Plan gives you the option to invest less up front by paying a lower entrance fee. Should your care needs change and you need to make a move to the Health Centers at Carlyle Place, your monthly rate will change to the prevailing market rate for that particular care center. If you have a long term care policy, then Carlyle Place can assist in filing for those benefits and applying them to your monthly service fee.

Apartment Homes	Sq. Feet	Entrance	Single	Monthly Fee
	(Approx.)	Fee	Monthly Fee	for Two
				Persons
Studio	600	\$15,900	\$2,598	N/A
One Bedroom B	749	\$23,800	\$2,783	\$4,095
One Bedroom C	852	\$43,400	\$2,967	\$4,282
Two Bedroom D	1,069	\$70,900	\$3,150	\$4,469
Two Bedroom E	1,243	\$102,200	\$3,625	\$4,954
Two Bedroom Corner F	1,359	\$118,600	\$3,811	\$5,143
Two Bedroom/Den G	1,431	\$133,400	\$3,996	\$5,332
Two Bedroom/Den H	1,531	\$168,800	\$4,179	\$5,519
Three Bedroom 1	1,836	\$214,900	\$4,365	\$5,708
Three Bedroom J	2,109	\$256,200	\$4,551	\$5,898
Two Bedroom K	1,349	\$120,700	\$3,921	\$5,255

GARDEN HOMES	Sq. Feet	Entrance	Single	Monthly Fee
(residents pay utilities)	(Approx.)	Fee	Monthly Fee	for Two
				Persons
Two Bedroom Garden Home A	1,565	\$132,300	\$3,698	\$4,607
Two Bedroom Garden Home B	2,081	\$189,400	\$3,887	\$4,796
Three Bedroom Garden Home C	2,366	\$247,700	\$4,076	\$4,985
Two Bedroom Garden Home D	2,065	\$202,300	\$3,887	\$4,796
Three Bedroom Garden Home E	2,371	\$259,300	\$4,076	\$4,985

Table 6: CARLYLE PLACE AT HOME MEMBERSHIP FEES

Current rates are applicable for January 1, 2022 – December 31, 2022

Membership fees are based on plan chosen and prospect age at time of application. Application age range is limited to ages 62-80.

Plan	Membership Fee Range	Со-Рау	Daily Cap/ Services
Platinum	\$40,900-\$64,500	10%	300
Gold	\$35,400-\$56,400	25%	300
Silver	\$23,000-\$35,800	50%	300

Table 7: COMMUNITY Monthly Service Fees

Current rates are applicable for January 1, 2022 – December 31, 2022

Monthly Service Fees for Community Residency

All Residents must pay a Monthly Service Fee. The Monthly Fee is determined according to the Living Accommodation size and the number of occupants. The Following Table shows the current Monthly Service Fees.

Apartment llamas	Ca Foot	Cinala	2nd Persons	Manthly Faa
Apartment Homes	Sq. Feet	Single	Znu Persons	Monthly Fee
	(Approx.)			for Two
				Persons
Studio	600	\$2,650	N/A	N/A
One Bedroom B	749	\$2 <i>,</i> 839	\$1,256	\$4,095
One Bedroom C	852	\$3,026	\$1,256	\$4,282
Two Bedroom D	1,069	\$3,213	\$1,256	\$4,469
Two Bedroom E	1,243	\$3,698	\$1,256	\$4,954
Two Bedroom Corner F	1,359	\$3,887	\$1,256	\$5,143
Two Bedroom/Den G	1,431	\$4,076	\$1,256	\$5,332
Two Bedroom/Den H	1,531	\$4,263	\$1,256	\$5,519
Three Bedroom 1	1,836	\$4,452	\$1,256	\$5,708
Three Bedroom J	2,109	\$4,642	\$1,256	\$5,898
Two Bedroom K	1,349	\$3,999	\$1,256	\$5,255

GARDEN HOMES	Sq. Feet	Single	2nd Persons	Monthly Fee
(residents pay utilities)	(Approx.)			for Two
				Persons
Two Bedroom Garden Home A	1,565	\$3 <i>,</i> 698	\$909	\$4,607
Two Bedroom Garden Home B	2,081	\$3 <i>,</i> 887	\$909	\$4,796
Three Bedroom Garden Home C	2,366	\$4,076	\$909	\$4,985
Two Bedroom Garden Home D	2,065	\$3 <i>,</i> 887	\$909	\$4,796
Three Bedroom Garden Home E	2,371	\$4,076	\$909	\$4,985

Table 8: CARLYLE PLACE AT HOME Monthly Service Fees

	Monthly Service
Plan	Fee
Platinum	\$561
Gold	\$533
Silver	\$517

Current rates are applicable for January 1, 2022 – December 31, 2022

The obligation to pay the Monthly Service Fee commences on the earlier of (i) sixty (60) days after the date of the Approval Letter for residency, or (ii) the date on which the Resident takes occupancy of the Living Accommodation, or (iii) the date a membership agreement is signed with Carlyle Place at Home, and is to be paid monthly on or before the tenth (10th) day of the month for an Independent Living Resident or the fifteenth (15th) day of the month for a Healthcare Resident/Member. The statement will show: (i) the amount due for the Monthly Service Fee, (ii) any other sums which are chargeable to the Resident/Member and (iii) any credits due to the Resident/Member.

A Resident who permanently transfers into Harrington House (skilled care) or Stafford Suites/Cambridge Court (personal care) must continue to pay the Monthly Service Fee. If the Resident has been accepted and was covered by the Life Care contract, the fee is equal to the monthly fee associated with the residential living accommodation. In the instance of a couple, the remaining spouse residing in the residential living accommodation will be charged the single person monthly fee, and the spouse in a health care neighborhood would be billed the second person monthly fee plus additional meals and other services as outlined in the Resident and Life Care Agreement. The obligation of the Resident (or Resident's estate) to pay the Monthly Service fee shall continue until termination of the Resident and Life Care Agreement. Otherwise, Residents are fully responsible for payment of the Monthly Service Fee at all times during which the Resident(s) and Life Care Agreement is in effect between the Provider and the Resident(s).

If certain conditions are met (as provided in Section 9 (E) of the Resident and Life Care Agreement), the Resident and Life Care Agreement with a Resident will not be automatically terminated solely because of the Resident's inability to continue to pay the Monthly Service Fee, and the Provider may, at its discretion, partially or wholly subsidize such Resident's Monthly Service Fee. The Provider has currently established a fund for such a subsidy situation. The board-designated corpus of \$1 million has been reached and the fund became operable in January 2015. There are specific policies designating the process by which a resident may qualify. The Provider is not obligated to provide resident assistance and may discontinue such plans or use such reserves to pay operating expenses or other expenses of the Facility. Members of Carlyle Place at Home may be eligible for assistance at the Provider's sole discretion.

A Carlyle Place at Home Member who permanently transfers into Harrington House (skilled care) or Stafford Suites/Cambridge Court (personal care) must continue to pay the Monthly Service Fee and the Copay for services rendered based on the Carlyle Place at Home Membership Agreement. Carlyle Place at Home has a daily cap for services equal to the Carlyle skilled nursing facility's daily rate for room and board. Costs exceeding this rate (as outlined by the Carlyle Place at Home Membership Agreement) are the responsibility of the Member. The obligation of the Member (or Member's estate) to pay the Monthly Service Fee shall continue until termination of the Carlyle Place at Home Membership Agreement. Otherwise, Member is fully responsible for payment of the Monthly Service Fee and Copay based on the Carlyle Place at Home Membership Agreement at all times during which the Carlyle Place at Home Membership Agreement is in effect between the Provider and the Member.

The monthly fees of both programs are subject to adjustment to reflect the actual costs of providing operational services of the Provider. Such adjustment will be effective sixty (60) days after written notice of such adjustment is given to Residents/Members, except for adjustments due to changes in fees, charges or scope of care, or services by state or federal payment programs, which shall be effective immediately. The Provider will make all reasonable efforts to maintain the Monthly Service Fee at the lowest level consistent with operating Carlyle Place on a sound financial basis, and with the high standard of service which the Provider endeavors to provide to Residents/Members. Other than as described herein and in the Resident and Life Care Agreement and Carlyle Place at Home Membership Agreement, there are no limits on the adjustment of the Monthly Service Fee. Carlyle Place calculates an estimated annual monthly fee increase of 4% into financial qualifying of all prospective Residents/Members.

The fiscal operating year of the Provider was October 1 through September 30. Beginning January 1, 2019, the fiscal operating year will follow the calendar year (January – December).

Monthly Fees of Carlyle Place at Home Members

All Members must pay a Monthly Fee. The Monthly Fee is determined according to the level of the Service Package selected. The Monthly Fee Schedules for Carlyle Place at Home are included with the Member Agreement. For fiscal year 2022, the membership and monthly fees were increased 2%.

Fiscal Year	Community Increase	Fiscal Year	Community Increase	Carlyle Place at Home Increase
2011	3.50%	2017	3.00%	3.00%
2011	3.75%	2018	1.00%	1.00%
2013	3.75%	2019	2.00%	2.00%
2014	3.50%	2020	2.75%	2.75%
2015	3.00%	2021	1.00%	1.00%
2016	2.00%	2022	2.00%	2.00%

Table 9: History of Service Fee Increases

Statement of Additional Costs to the Residents Residing in the Community

Ancillary items are additional, i.e., pharmaceuticals, therapies, healthcare supplies, extra housekeeping, etc. In addition to the items included in the monthly fee, certain services are available to residential living residents at an additional cost. These costs may also apply to a Carlyle Place at Home member residing in a Healthcare Neighborhood at Carlyle Place or other service partners. Optional services include, but are not limited to:

- Additional Resident Meals
- Guest Meals
- Catering for Special Occasions
- Delivered meals upon request
- Additional Housekeeping Services
- Hair & Nail Services
- Guest accommodations, reservations are subject to availability
- Unscheduled Transportation

Note: Healthcare services are provided in personal care and skilled nursing neighborhoods.

FINANCIAL INFORMATION

Bond Financing of the Facility

In 2000, Carlyle Place received \$54.5 million in proceeds from the issuance of revenue anticipation certificates (the "2000 Series") through the Macon-Bibb County Hospital Authority for the construction of the continuing care retirement community (now life plan community). On May 1, 2015, the Macon-Bibb County Hospital Authority issued \$38,435,000 Macon-Bibb County Hospital Authority Revenue Anticipation Certificates (Central Georgia Senior Health, Inc. Project), Series 2015 ("Series 2015 Certificates"). The proceeds of the Series 2015 Certificates were issued to Carlyle Place for the purpose of refunding the original Macon-Bibb County Hospital Authority Revenue Anticipation Certificates (Central Georgia Senior Health, Inc. Project), Series 2015 Certificates (Central Georgia Senior Health, Inc. Project), Series 2015 Certificates (Central Georgia Senior Health, Inc. Project), Series 2015 Certificates (Central Georgia Senior Health, Inc. Project), Series 2015 Certificates (Central Georgia Senior Health, Inc. - Carlyle Place Project) Series 2000 that were issued in May 1,2000, for the purpose of financing the cost of construction.

Effective December 1, 2017, the Macon-Bibb County Hospital Authority issued \$40,000,000 Revenue Bonds Series 2017A and \$200,000,000 Revenue Bonds Series 2017B designated The Medical Center of Central GA, Inc., Project. A portion of this Series 2017 Certificates were loaned to Carlyle Place for the purpose of refunding the Series 2015 Certificates. Interest paid to the Medical Center Atrium Health Navicent (MCNH) is variable and calculated based on MCNH's base rate of a dollardenominated derivative benchmark plus a risk premium. See Bond Note in the audited financial statements for more detailed information, which includes the debt repayment schedule. The bonds will continue to be refinanced over time, but the original agreement remains in place.

The affiliate organization is Atrium Health Navicent, Inc., a non-profit healthcare corporation that is not responsible for day to day financial or contractual obligations of CGSH. The Revenue Anticipation

Certificates were incorporated into the Master Trust Indenture. Under the Indenture, the Medical Center-Atrium Health Navicent (MCNH), CGHS, Inc., Medcen Community Health Foundation, Inc., and Health Services of Central Georgia, Inc., (collectively known as the "Obligated Group") guarantee the payment of the Revenue Anticipation Certificates to the Macon-Bibb County Hospital Authority in the form of a lease and transfer agreement. The Obligated Group is subject to certain covenants, including limitations on the incurrence of additional indebtedness, transfers of assets, maintenance of certain amounts of insurance, and certain other financial covenants under the terms of the Indenture. For the guaranty, a risk sponsor premium of .5% of principal is annually paid to MCNH. The risk sponsor premium was included in interest expense. Other bond information is found in Appendix B – Audited Financial Statements.

Liquid Reserves – Schedule of Financial Reserves

According to Code Section 33-45-11, a "provider or facility should maintain financial reserves equal to 25 percent of the total operating costs of the facility projected for the 12-month period following the period covered by the most recent audited financial statements included in the Disclosure Statement required by Code Section 33-45-10. In addition to total operating expenses, total operating costs shall include debt service, consisting of principal and interest payments, along with taxes and insurance on any mortgage loan, but shall exclude depreciation, amortized expenses and extraordinary items as approved by the Commissioner."

With an annual operating costs of \$16,956,624 excluding depreciation and amortization, the required reserve of 25% expenses would be \$4,239,156.

Carlyle Place has total investments of approximately \$93 million that would be available to service such liquid reserve requirements.

Ability of Provider to Meet Financial Obligations

Carlyle Place annually calculates the present value of the net cost of future services, and the use of facilities to be provided to current residents/members, and compare that amount with the balance of deferred revenue from advance fees. The present value of future costs is less than the balance of deferred revenues.

Carlyle Place is committed to meeting financial obligations to current and future Residents/Members and financial lending partners. In addition to exceeding the reserve requirements set forth by the State of Georgia in Code Section 33-45-11, Carlyle Place has implemented several other measures to remain financially viable. Carlyle Place's Board of Directors approves long-term financial goals that allow Carlyle Place to continuously measure and adjust our financial performance against evolving financial goals. These goals include annual benchmarking against our peer group of CARF-CCAC accredited communities, annual measurement of our ability to fund future capital needs, and analysis of our long-term actuarial soundness.

In order to accurately monitor these goals, Carlyle Place has committed to the following:

- Assessing the financial goals against the annual budget and five-year cash flow projections
 - o Performing an annual audit of financial statements

- Submitting an annual financial report to CARF-CCAC
- Retaining an actuary experienced with senior living to perform a compilation
- Performing an annual risk assessment in accordance with the Atrium Health Navicent/Atrium corporate compliance program.

Establishment and Investment of Funds

Carlyle Place Investments are maintained separately as part of the overall Atrium Health Navicent/Atrium investment portfolio. Carlyle Place management is represented on the Atrium Health Navicent Finance Committee. The Finance Committee has developed an investment

policy that governs the cash and cash equivalents and investments of Carlyle Place. This investment policy covers the allowable investments and the procedures to review the investments.

Occupancy-December 2021

- The overall census for Independent Living combined with the Healthcare living areas of the facility, is 71% occupied.
 - There are 58 Members of Carlyle Place at Home at the time of this Disclosure.

REGULATORY MATTERS

Registration

Georgia law requires registration of continuing care facilities pursuant to the Georgia Continuing Care Provider Registration and Disclosure Act (the "Act"). Carlyle Place has obtained a Certificate of Authority. Carlyle Place must file certain documents with the Georgia Department of Insurance annually, including this Disclosure Statement. When there are material changes in applicable information, Carlyle Place is required to make disclosure of the changes and file the new information with the Department of Insurance. Copies of past disclosure documents shall be maintained at Carlyle Place and are available for review.