



Disclosure Statement
Annual Statement
Under Georgia 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 2024
The Disclosure Statement is updated annually, and information herein is reliable through March 31, 2025.

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.



Carlyle Place -Executive Director

27 MAR 2024

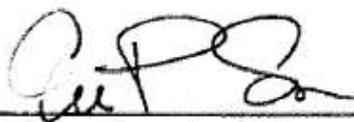
Date



Carlyle Place Board of Directors-Treasurer, CFO

03-29-2024

Date



Carlyle Place Board of Directors- Secretary

3-28-24

Date

Table of Contents

GENERAL INFORMATION, PROVIDER’S NAME AND ADDRESS	4
NAMES AND EXPERIENCE OF BOARD AND MANAGEMENT	6
• Board of Directors.....	6
• Senior Management of Community	7
• Ownership Interest	8
• Conflict of Interest Policy.....	8
• Disclosure of Any Relevant Criminal Record	8
THE COMMUNITY	9
• General Description of the Community.....	9
• Construction of the Community	9
CARLYLE PLACE AT HOME	10
THE PROVIDER	10
• Incorporation and Experience	10
• Statement of Affiliations with Other Organizations	11
• Tax Exempt Status	11
ELIGIBILITY: PROCEDURE	11
SERVICES PROVIDED BY PROVIDER.....	12
• Services Provided at No Extra Cost to Community Residents.....	12
• Services Provided at No Extra Cost to Carlyle Place at Home Members	13
• Services Provided at Resident/Member’s Expense	13
OBLIGATIONS OF RESIDENTS/MEMBERS	14
FEES.....	14
• Entrance Fees for Community Accommodations.....	14
• Membership Fee for Carlyle Place at Home Membership	15
• Tables of Entrance Fees.....	15
• Monthly Service Fees for Residents/Members	21
• Monthly Fees of Carlyle Place at Home Members	23
• Statement of Additional Cost to the Residents Residing in the Community	24
FINANCIAL INFORMATION.....	24
• Bond Financing of the Community	24
• Liquid Reserves – Schedule of Financial Reserves.....	25
• Ability of Provider to Meet Financial Obligations.....	25
• Establishment and Investment of Funds	26
• Occupancy – December	26
REGULATORY MATTERS.....	26
• Registration.....	26
APPENDIX A RESIDENT AND LIFE CARE AGREEMENT or CONTINUING CARE MEMBER AGREEMENT	
APPENDIX B AUDITED FINANCIAL STATEMENTS	
APPENDIX C UNAUDITED INTERIM FINANCIAL STATEMENTS	

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 Community	Carlyle Place 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 person to be contacted to discuss admissions	Life Plan Advisor/Campus Life Plan Specialist/Carlyle Place at Home Carlyle Place 5300 Zebulon Road Macon, GA 31210 478-405-4500 / 478-405-4549
4.	Description of physical property of the Facility	The Facility is located in Bibb County, Georgia, in a 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, 2023, the Resident population of Carlyle Place is 332. Carlyle Place at Home has a membership of 69.
8.	Sample Fees for two – bedroom (1,243 Sq. Ft. unit “E”)	As of the date of this Disclosure Statement, sample fees are: \$199,000 / \$229,000 (Single / Double) Entrance Fee under the Declining Balance Plan and a Monthly Service Fee of \$4,077 for one person, and an additional \$1,392 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	2025
Gheesling, Angie Vice Chair	Development Authority of Houston County	2024
Fonseca, Luis President/CEO, CGSH	Chief Operating Officer Central/South Georgia CEO, The Medical Center and Baldwin	Ex-Officio
Shrewsbury, Kimberly Treasurer	CFO, Atrium Health Navicent	Ex-Officio
Snyder, Erin P., Esq. Secretary	SVP, General Counsel - Southeast	Ex-Officio
Troy Cannaday Executive Director	Executive Director, Carlyle Place	Ex-Officio
Collier, Ron	CFO, Macon-Bibb Public Schools, Retired	2024
Koplin, Henry	Commercial Operations Manager, Schnitzer Southeast, Retired	2024
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	2025
Kimsey, Carol	Retired Health Care Leader	2025
Biek, David	Dean, School of Education and Behavioral Sciences Middle Georgia State University	2026
Simpson, Theron	Resident Member to Board	2025

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 March 8, 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, Indiana, Michigan, 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.

Vicki Mills, Director of Marketing: 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 is a Six Sigma Green Belt and has exceeded 14 years 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.

Susan Bankston, Director of Resident Life: 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.

Wendy Cross, Director of Dining Services: 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.

Meredith Ransom, Director of Healthcare Services: Meredith began his career in long-term care as business office manager before advancing his career and becoming licensed as a Nursing Home Administrator in 2016. Meredith's preceptor during his training modeled the importance of being the resident's advocate every day and directed his focus on creating positive and enriching resident experiences in long-term care. Meredith is a native of Sparta, Georgia, Hancock County, and a graduate of Mercer University Macon. He and his wife reside still in Sparta where he serves as pastor of Harvesters Baptist Church.

Ownership Interest

As a 501(c)(3) organization, neither the Board, Management nor 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 COMMUNITY

General Description of the Community

The property consists of 218 residential homes ranging from studio apartments to three-bedroom Garden Homes on fifty-eight (58) acres of property with a variety of outdoor amenities. There are sixty-one (61) 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 twenty-nine (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 twenty-six (26) suites, including activity areas and dining facilities.

The Skilled Care neighborhood of Harrington House is connected to the Commons building and contains forty (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 Community

Carlyle Place was designed by RDG Architects, of Omaha, Nebraska. In April 2000 Brasfield and Gorrie was 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. In 2022, the Bistro Courtyard was updated. In 2022, Carlyle Place began a multi-year process of combining smaller apartments into larger apartments (studio apartments have been eliminated) and updating the landscaping around the campus.

In 2023, three additional Garden Homes were built and sold in the Phase II area of the community.

These expansion plans were funded by the community 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 Community is owned and operated by Central Georgia Senior Health, Inc. (CGSH), a Georgia non-profit corporation formed on May 2, 1997 (the “Provider”). Carlyle Place is a controlled affiliate of Navicent Health, Inc. (NHI), doing business as Atrium Health Navicent. Certain management fees are paid to Atrium Health Navicent for consultative services such as accounting/financial services, legal, information technologies and human resource management. Additionally, 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, Atrium Health Navicent, a non-profit healthcare corporation, is not responsible for day to day financial or contractual obligations of NHI.

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 Health, Inc. 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, Navicent Health, Inc. became a member of the Atrium Health, Inc. system, headquartered in Charlotte, North Carolina.

Effective December 2022, AHI and Advocate Aurora Health, Inc., a Delaware nonprofit nonstock corporation, ("Advocate Aurora") entered into a joint operating agreement pursuant to which they created Advocate Health, Inc. ("Advocate Health"), a Delaware nonprofit corporation, to manage and oversee an integrated health care delivery and academic system that will focus on meeting patients' needs by redefining how, when and where care is delivered. AHI and Advocate Aurora are the two corporate members of Advocate Health. AHI will maintain its separate legal existence and no sale, transfer or other conveyance of assets or assumption of debt and liabilities is occurring in connection with the formation of Advocate Health.

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 December 31, 2023.

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 Community or Membership in Carlyle Place at Home. Each Resident and Member must be able to live independently with or without adaptive devices, be mentally alert 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 community (each, a "Living Accommodation") with a Resident may be under sixty-two (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 community on a case-by-case basis to provide care for resident should a unit not be available. The community **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, 2024 – December 31, 2024

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 fully depreciated.				
Apartment Homes	Sq. Feet (Approx.)	Single	2nd Person	Total Entrance Fee for Two Persons
Studio	600	N/A	N/A	N/A
One Bedroom B	749	\$130,700	\$30,000	\$160,700
One Bedroom C	852	\$148,200	\$30,000	\$178,200
Two Bedroom D	1,069	\$174,900	\$30,000	\$204,900
Two Bedroom E	1,243	\$199,000	\$30,000	\$229,000
Two Bedroom Corner F	1,359	\$212,800	\$30,000	\$242,800
Two Bedroom/Den G	1,431	\$225,000	\$30,000	\$255,000
Two Bedroom/Den H	1,531	\$260,100	\$30,000	\$290,100
Two Bedroom H Combo	1,601	\$283,500	\$30,000	\$313,500
Three Bedroom I	1,836	\$307,000	\$30,000	\$337,000
Three Bedroom J	2,109	\$348,600	\$30,000	\$378,600
Two Bedroom K	1,349	\$212,800	\$30,000	\$242,800
GARDEN HOMES (residents pay utilities)	Sq. Feet (Approx.)	Single	2nd Person	Total Entrance Fee for Two Persons
Two Bedroom Garden Home A	1,565	\$243,800	\$30,000	\$273,800
Two Bedroom Garden Home B	2,081	\$303,000	\$30,000	\$333,000
Three Bedroom Garden Home C	2,366	\$363,100	\$30,000	\$393,100
Two Bedroom Garden Home D	2,065	\$316,800	\$30,000	\$346,800
Three Bedroom Garden Home E	2,371	\$376,000	\$30,000	\$406,000

Table 2: 50% Refundable Entrance Fee Plan

Current rates are applicable for January 1, 2024 – December 31, 2024

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 month, then your refund is secured at 50% refundability.				
Apartment Homes	Sq. Feet (Approx.)	Single	2nd Person	Total Entrance Fee for Two Persons
Studio	600	N/A	N/A	N/A
One Bedroom B	749	\$177,200	\$45,000	\$222,200
One Bedroom C	852	\$201,000	\$45,000	\$246,000
Two Bedroom D	1,069	\$237,200	\$45,000	\$282,200
Two Bedroom E	1,243	\$269,600	\$45,000	\$314,600
Two Bedroom Corner F	1,359	\$288,100	\$45,000	\$333,100
Two Bedroom/Den G	1,431	\$304,800	\$45,000	\$349,800
Two Bedroom/Den H	1,531	\$352,600	\$45,000	\$397,600
Two Bedroom H Combo	1,601	\$384,200	\$45,000	\$429,200
Three Bedroom I	1,836	\$416,100	\$45,000	\$461,100
Three Bedroom J	2,109	\$472,300	\$45,000	\$517,300
Two Bedroom K	1,349	\$288,100	\$45,000	\$333,100
GARDEN HOMES (residents pay utilities)	Sq. Feet (Approx.)	Single	2nd Person	Total Entrance Fee for Two Persons
Two Bedroom Garden Home A	1,565	\$330,600	\$45,000	\$375,600
Two Bedroom Garden Home B	2,081	\$410,800	\$45,000	\$455,800
Three Bedroom Garden Home C	2,366	\$491,600	\$45,000	\$536,600
Two Bedroom Garden Home D	2,065	\$429,100	\$45,000	\$474,100
Three Bedroom Garden Home E	2,371	\$509,400	\$45,000	\$554,400

Table 3: 90% Refundable Entrance Fee Plan

Current rates are applicable for January 1, 2024 – December 31, 2024

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	N/A	N/A	N/A
One Bedroom B	749	\$253,600	\$60,000	\$313,600
One Bedroom C	852	\$287,600	\$60,000	\$347,600
Two Bedroom D	1,069	\$339,500	\$60,000	\$399,500
Two Bedroom E	1,243	\$386,200	\$60,000	\$446,200
Two Bedroom Corner F	1,359	\$412,400	\$60,000	\$472,400
Two Bedroom/Den G	1,431	\$436,700	\$60,000	\$496,700
Two Bedroom/Den H	1,531	\$504,600	\$60,000	\$564,600
Two Bedroom H Combo	1,601	\$549,800	\$60,000	\$609,800
Three Bedroom 1	1,836	\$595,500	\$60,000	\$655,500
Three Bedroom J	2,109	\$676,400	\$60,000	\$736,400
Two Bedroom K	1,349	\$412,400	\$60,000	\$472,400
GARDEN HOMES (residents pay utilities)	Sq. Feet (Approx.)	Single	2nd Person	Total Entrance Fee for Two Persons
Two Bedroom Garden Home A	1,565	\$473,100	\$60,000	\$533,100
Two Bedroom Garden Home B	2,081	\$588,300	\$60,000	\$648,300
Three Bedroom Garden Home C	2,366	\$704,000	\$60,000	\$764,000
Two Bedroom Garden Home D	2,065	\$614,500	\$60,000	\$674,500
Three Bedroom Garden Home E	2,371	\$729,300	\$60,000	\$789,300

Table 4: Preview to Carlyle Place Plan

Current rates are applicable for January 1, 2024– December 31, 2024

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.
The monthly rate is the current monthly rate, plus a 20% premium. The second person fee is \$6,000 per month.

Table 5: Flex Plan

Current rates are applicable for January 1, 2024 – December 31, 2024

Flex Plan				
<p>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.</p>				
Apartment Homes	Sq. Feet (Approx.)	Entrance Fee	Single Monthly Fee	Monthly Fee for Two Persons
One Bedroom B	749	\$27,500	\$3,130	\$4,522
One Bedroom C	852	\$50,200	\$3,336	\$4,728
Two Bedroom D	1,069	\$81,800	\$3,543	\$4,935
Two Bedroom E	1,243	\$118,000	\$4,077	\$5,469
Two Bedroom Corner F	1,359	\$133,800	\$4,285	\$5,677
Two Bedroom/Den G	1,431	\$150,600	\$4,494	\$5,886
Two Bedroom/Den H	1,531	\$190,500	\$4,700	\$6,092
Two Bedroom H Combo	1,601	\$207,700	\$4,700	\$6,092
Three Bedroom 1	1,836	\$242,500	\$4,909	\$6,301
Three Bedroom J	2,109	\$289,200	\$5,118	\$6,510
Two Bedroom K	1,349	\$136,200	\$4,409	\$5,801

GARDEN HOMES (residents pay utilities)	Sq. Feet (Approx.)	Entrance Fee	Single Monthly Fee	Monthly Fee for Two Persons
Two Bedroom Garden Home A	1,565	\$149,300	\$4,077	\$5,083
Two Bedroom Garden Home B	2,081	\$213,800	\$4,285	\$5,291
Three Bedroom Garden Home C	2,366	\$279,600	\$4,494	\$5,500
Two Bedroom Garden Home D	2,065	\$228,300	\$4,285	\$5,291
Three Bedroom Garden Home E	2,371	\$292,700	\$4,494	\$5,500

Table 6: CARLYLE PLACE AT HOME MEMBERSHIP FEES

Current rates are applicable for January 1, 2024 – December 31, 2024

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	Co-Pay	Daily Cap/ Services
Platinum	\$47,460-\$71,085	10%	\$331
Gold	\$41,160-\$62,160	25%	\$331
Silver	\$26,670-\$41,580	50%	\$331

Table 7: COMMUNITY Monthly Service Fees

Current rates are applicable for January 1, 2024 – December 31, 2024

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 Homes	Sq. Feet (Approx.)	Single	2nd Persons	Monthly Fee for Two Persons
Studio	600	2,922	N/A	N/A
One Bedroom B	749	3,130	1,392	4,522
One Bedroom C	852	3,336	1,392	4,728
Two Bedroom D	1,069	3,543	1,392	4,935
Two Bedroom E	1,243	\$4,077	1,392	5,469
Two Bedroom Corner F	1,359	\$4,285	1,392	5,677
Two Bedroom/Den G	1,431	\$4,494	1,392	5,886
Two Bedroom/Den H	1,531	\$4,700	1,392	6,092
Two Bedroom H Combo	1,601	\$4,700	1,392	6,092
Three Bedroom 1	1,836	\$4,909	1,392	6,301
Three Bedroom J	2,109	\$5,118	1,392	6,510
Two Bedroom K	1,349	\$4,409	1,392	5,801
GARDEN HOMES (residents pay utilities)	Sq. Feet (Approx.)	Single	2nd Persons	Monthly Fee for Two Persons
Two Bedroom Garden Home A	1,565	\$4,077	\$1,006	\$5,083
Two Bedroom Garden Home B	2,081	\$4,285	\$1,006	\$5,291
Three Bedroom Garden Home C	2,366	\$4,494	\$1,006	\$5,500
Two Bedroom Garden Home D	2,065	\$4,285	\$1,006	\$5,291
Three Bedroom Garden Home E	2,371	\$4,494	\$1,006	\$5,500

Table 8: CARLYLE PLACE AT HOME Monthly Service Fees

Current rates are applicable for January 1, 2024 – December 31, 2024

Plan	Monthly Service Fee
Platinum	\$618
Gold	\$588
Silver	\$570

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 always fully responsible for payment of the Monthly Service Fee 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 Community. 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.

Table 9: History of Service Fee Increases

Fiscal Year	Community Increase	Carlyle Place at Home Increase	Fiscal Year	Community Increase	Carlyle Place at Home Increase
2012	3.75%		2019	2.00%	2.00%
2013	3.75%		2020	2.75%	2.75%
2014	3.50%		2021	1.00%	1.00%
2015	3.00%		2022	2.00%	2.00%
2016	2.00%		2023	5.00%	5.00%
2017	3.00%	3.00%	2024	5% / 2nd person 5.5%	5.00%
2018	1.00%	1.00%			

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 Community

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. - 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 dollar-denominated 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, Navicent

Health, Inc., The Medical Center of Central Georgia, Inc., Medical Center Peach County, Navicent Health Baldwin, 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 cost of \$20,962,140 excluding depreciation and amortization, the required reserve of 25% expenses would be \$5,240,535.

Carlyle Place has total investments of approximately \$92 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
 - 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 owns investments on a per unit basis as part of the overall Advocate/Atrium Health portfolio and follows the overall system investment policy. Advocate Health Treasury leadership reports results quarterly to the Atrium Health Finance Committee which has representation of Carlyle Place management.

Occupancy-December 2023

- The overall census for Independent Living combined with the Healthcare living areas of the community, is 85% occupied.
- There are 69 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.