As filed with the Securities and Exchange Commission on December 15, 2011

Registration No. 333-

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM S-4
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

ACADIA HEALTHCARE COMPANY, INC.*
(Exact Name of Each Registrant as Specified in Its Charter)

Delaware	8093	45-2492228
(State or Other Jurisdiction of Incorporation or Organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification Number)

830 Crescent Centre Drive, Suite 610
Franklin, Tennessee 37067
(615) 861-6000
(Address, Including Zip Code, and Telephone Number, Including Area Code, of Registrant's Principal Executive Offices)

Christopher L. Howard
Executive Vice President, General Counsel and Secretary
Acadia Healthcare Company, Inc.
830 Crescent Centre Drive, Suite 610
Franklin, Tennessee 37067
(615) 861-6000
(Name, Address, Including Zip Code, and Telephone Number, Including Area Code, of Agent for Service)

Copy to:
Richard W. Porter, P.C.
Elisabeth M. Martin
Kirkland & Ellis LLP
300 North LaSalle Street
Chicago, Illinois 60654
(312) 862-2000

* The co-registrants listed on the next page are also included in this Form S-4 registration statement as additional registrants.

Approximate Date of Commencement of Proposed Sale to the Public: As soon as reasonably practicable after this registration statement becomes effective.

If the securities being registered on this form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box. ☐

If this form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act of 1933, as amended (the "Securities Act"), check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Securities Exchange Act of 1934 (Check One):

Large accelerated filer: ☐ Accelerated filer: ☐
Non-accelerated filer (Do not check if a smaller reporting company): ☐ Smaller reporting company: ☒

If applicable, place an X in the box to designate the appropriate rule provision relied upon in conducting this transaction:

Exchange Act Rule 13e-4(i) (Cross-Border Issuer Tender Offer): ☐

Exchange Act Rule 14d-1(d) (Cross-Border Third-Party Tender Offer): ☐

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to Be Registered(1)	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee
12.875% Senior Notes due 2018	$150,000,000	$17,190
Guarantees related to the 12.875% Senior Notes due 2018(2)	N/A	N/A
Total	$150,000,000	$17,190

(1) Estimated solely for the purpose of calculating the registration fee in accordance with Rule 457(o) promulgated under the Securities Act.
(2) No separate consideration will be received for the guarantees, and no separate fee is payable, pursuant to Rule 457(n) under the Securities Act.

THE REGISTRANTS HEREBY AMEND THIS REGISTRATION STATEMENT ON SUCH DATE OR DATES AS MAY BE NECESSARY TO DELAY ITS EFFECTIVE DATE UNTIL THE REGISTRANTS SHALL FILE A FURTHER AMENDMENT WHICH SPECIFICALLY STATES THAT THIS REGISTRATION STATEMENT SHALL THEREAFTER BECOME EFFECTIVE IN ACCORDANCE WITH SECTION 8(a) OF THE SECURITIES ACT OF 1933, AS AMENDED, OR UNTIL THIS REGISTRATION STATEMENT SHALL BECOME EFFECTIVE ON SUCH DATE AS THE SECURITIES EXCHANGE COMMISSION, ACTING PURSUANT TO SAID SECTION 8(a), MAY DETERMINE.

TABLE OF ADDITIONAL REGISTRANTS

Name of Additional Registrants*	State or Other Jurisdiction of Incorporation or Formation	Primary Standard Industrial Classification Code Number	I.R.S. Employer Identification No.
Acadia Abilene, LLC	DE	8093	20-8041863
Acadia Hospital of Lafayette, LLC	DE	8093	20-4765040
Acadia Hospital of Longview, LLC	DE	8093	20-4764998
Acadia Louisiana, LLC	DE	8093	26-4178782
Acadia Management Company, Inc.	DE	8093	20-3879717
Acadia Merger Sub, LLC	DE	8093	45-2352463
Acadia RiverWoods, LLC	DE	8093	26-2700697
Acadia Village, LLC	DE	8093	27-0788813
Acadia - YFCS Holdings, Inc.	DE	8093	27-5289083
Ascent Acquisition Corporation	AR	8093	20-5189115
Ascent Acquisition Corporation - CYPDC	AR	8093	20-5099744
Ascent Acquisition Corporation - PSC	AR	8093	20-5099728
Behavioral Health Online, Inc.	MA	8093	04-3456003
Child & Youth Pediatric Day Clinics, Inc.	AR	8093	62-1696477
Childrens Medical Transportation Services, LLC	AR	8093	40-0002231
Detroit Behavioral Institute, Inc.	MA	8093	13-4265013
Habilitation Center, Inc.	AR	8093	74-2474097
Kids Behavioral Health of Montana, Inc.	MT	8093	62-1681724
Lakeland Hospital Acquisition Corporation	GA	8093	58-2291915
Lakeview Behavioral Health System LLC	DE	8093	27-3047619
Med Properties, Inc.	AR	8093	71-0773279
Meducare Transport, L.L.C.	AR	8093	71-0820296
Memorial Hospital Acquisition Corporation	NM	8093	03-0439201
Millcreek Management Corporation	GA	8093	58-2313790
Millcreek School of Arkansas, Inc.	AR	8093	74-2474098
Millcreek Schools Inc.	MS	8093	64-0653443
North Point - Pioneer, Inc.	MA	8093	04-3317934
Options Community Based Services, Inc.	IN	8093	26-0509223
Options Treatment Center Acquisition Corporation	IN	8093	03-0512678
Pediatric Specialty Care Properties, LLC	AR	8093	71-0830663
Pediatric Specialty Care, Inc.	AR	8093	71-0773280
PHC MeadowWood, Inc.	DE	8093	45-1343206
PHC of Michigan, Inc.	MA	8093	04-3232990
PHC of Nevada, Inc.	MA	8093	04-3290453
PHC of Utah, Inc.	MA	8093	87-0401574
PHC of Virginia, Inc.	MA	8093	04-2901824
Psychiatric Resource Partners, Inc.	DE	8093	37-1647527
PsychSolutions Acquisition Corporation	FL	8093	01-0857190
PsychSolutions, Inc.	FL	8093	65-0428340
Rebound Behavioral Health, LLC	SC	8093	30-0701952
Rehabilitation Centers, Inc.	MS	8093	64-0568382
Renaissance Recovery, Inc.	MA	8093	27-3350807
Resolute Acquisition Corporation	IN	8093	03-0512672
Resource Community Based Services, Inc.	IN	8093	26-0508652
RTC Resource Acquisition Corporation	IN	8093	03-0512675
Seven Hills Hospital, Inc.	DE	8093	51-0578850
Southwestern Children’s Health Services, Inc.	AZ	8093	86-0768811
Southwood Psychiatric Hospital, Inc.	PA	8093	25-1414990
Success Acquisition Corporation	IN	8093	03-0512680
Suncoast Behavioral, LLC	DE	8093	80-0731400
Wellplace, Inc.	MA	8093	13-4265014
YFCS Holdings - Georgia, Inc.	GA	8093	52-2052380
YFCS Management, Inc.	GA	8093	58-2281069
Youth and Family Centered Services of Florida, Inc.	FL	8093	52-1955335
Youth and Family Centered Services of New Mexico, Inc.	NM	8093	74-2753620
Youth and Family Centered Services, Inc.	GA	8093	58-2281089

* Address and telephone numbers of principal executive offices are the same as those of Acadia Healthcare Company, Inc.

The information in this preliminary prospectus is not complete and may be changed. This preliminary prospectus is not an offer to sell these securities and it is not a solicitation of an offer to buy these securities in any jurisdiction where the offering is not permitted.

Subject to Completion, dated December 15, 2011

Preliminary Prospectus

$150,000,000

Acadia Healthcare Company, Inc.
Exchange Offer for
12.875% Senior Notes due 2018

Offer (which we refer to as the "Exchange Offer") for outstanding 12.875% Senior Notes due 2018, in the aggregate principal amount of $150,000,000 (which we refer to as the "Outstanding Notes"), in exchange for up to $150,000,000 in aggregate principal amount of 12.875% Senior Notes due 2018 which have been registered under the Securities Act of 1933, as amended (which we refer to as the "Exchange Notes" and, together with the Outstanding Notes, the "notes").

Material Terms of the Exchange Offer:

- Expires 5:00 p.m., New York City time, , 2012, unless extended.
- You may withdraw tendered Outstanding Notes any time before the expiration of the Exchange Offer.
- Not subject to any condition other than that the Exchange Offer does not violate applicable law or any interpretation of the staff of the United States Securities and Exchange Commission (the "SEC").
- We can amend or terminate the Exchange Offer.
- We will not receive any proceeds from the Exchange Offer.
- The exchange of Outstanding Notes for the Exchange Notes should not be a taxable exchange for United States federal income tax purposes. See "Certain Material United States Federal Income Tax Considerations."

Terms of the Exchange Notes:

- The terms of the Exchange Notes are substantially identical to those of the Outstanding Notes, except the transfer restrictions, registration rights and additional interest provisions relating to the Outstanding Notes do not apply to the Exchange Notes.
- The Exchange Notes and the related guarantees will be our and the guarantors' general unsecured senior obligations, will rank senior in right of payment to all existing and future senior subordinated indebtedness and equal in right of payment with all other existing and future senior indebtedness, including borrowings under our senior secured credit facility (the "Senior Secured Credit Facility"). The Exchange Notes and the related guarantees will be effectively subordinated to our and the guarantors' existing and future secured indebtedness, to the extent of the value of the assets securing such indebtedness.
- The Exchange Notes will mature on November 1, 2018. The Exchange Notes will bear interest semi-annually in cash in arrears on November 1 and May 1 of each year. No interest will be paid on either the Exchange Notes or the Outstanding Notes at the time of the exchange. The Exchange Notes will accrue interest from and including the last interest payment date on which interest has been paid on the Outstanding Notes.
- We may redeem the Exchange Notes in whole or in part from time to time. See "Description of the Exchange Notes."
- Upon the occurrence of specific kinds of changes of control, we must offer to repurchase all of the Exchange Notes at 101% of their principal amount, plus accrued and unpaid interest, if any, to the repurchase date.

For a discussion of the specific risks that you should consider before tendering your Outstanding Notes in the Exchange Offer, see "Risk Factors" beginning on page 19 of this prospectus.

There is no established trading market for the Outstanding Notes or the Exchange Notes.

Each broker-dealer that receives Exchange Notes for its own account pursuant to the Exchange Offer must acknowledge that it will deliver a prospectus in connection with any resale of such Exchange Notes. A broker dealer who acquired Outstanding Notes as a result of market making or other trading activities may use this Exchange Offer prospectus, as supplemented or amended from time to time, in connection with any resales of the Exchange Notes.

Neither the SEC nor any state securities commission has approved or disapproved of the Exchange Notes or passed upon the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense.

The date of this prospectus is , 2011

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Each broker-dealer that receives Exchange Notes for its own account in exchange for Outstanding Notes that were acquired as a result of market-making activities or other trading activities must acknowledge that it will deliver a prospectus in connection with any resale of such Exchange Notes. By so acknowledging and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act of 1933, as amended (the "Securities Act"). A broker dealer who acquired Outstanding Notes as a result of market making or other trading activities may use this prospectus, as supplemented or amended from time to time, in connection with any resales of the Exchange Notes. We have agreed that, for a period of up to 180 days after the closing of the Exchange Offer, we will make this prospectus available for use in connection with any such resale. See "Plan of Distribution".

You should rely only on the information contained in this prospectus. We have not authorized any person to provide you with information different from that contained in this prospectus. This prospectus does not constitute an offer to sell or a solicitation of an offer to buy securities other than those specifically offered hereby or an offer to sell any securities offered hereby in any jurisdiction where, or to any person whom, it is unlawful to make such an offer or solicitation. The information contained in this prospectus is accurate only as of the date of this prospectus, regardless of the time of delivery of this prospectus or of any sale of our 12.875% Senior Notes due 2018.

COMPANY BACKGROUND

Acadia Healthcare Company, Inc. is a Delaware corporation doing business as Pioneer Behavioral Health. Our predecessor, Acadia Healthcare Company, LLC, was organized in 2005 and converted to a corporation in May 2011.

At the beginning of 2011, we operated through six psychiatric and behavioral health facilities. In April 2011, we acquired Youth and Family Centered Services, Inc. ("YFCS"). YFCS operates 13 inpatient and outpatient facilities, psychiatric and behavioral health facilities.

In November 2011, we completed the acquisition of PHC, Inc., which we refer to as "PHC." PHC operates 15 substance abuse treatment centers and psychiatric facilities and provides related services. In July 2011, PHC had acquired all of the assets of HHC Delaware, Inc. (collectively with its subsidiary, "HHC"), consisting principally of the MeadowWood Behavioral Health System, an acute care psychiatric hospital ("MeadowWood"). We acquired MeadowWood when we acquired PHC. Upon completion of the acquisition of PHC, our common stock began trading on The NASDAQ Global Market under the symbol "ACHC."

In this prospectus, unless the context requires otherwise, references to "Acadia," the "Company," "we," "us" or "our" refer to Acadia Healthcare Company, Inc. and its predecessor, Acadia Healthcare Company, LLC. Current references include the acquired operations mentioned above; historical references include those operations form and after their date of acquisition. When we refer to our operations or results "on a pro forma basis" or "on a pro forma basis giving effect to the Merger," we mean the statement is made as if each of the acquisitions mentioned above had been completed as of the date stated or as of the beginning of the period referenced.

NON-GAAP FINANCIAL MEASURES

We have included certain financial measures in this prospectus, including Pro Forma EBITDA and Pro Forma Adjusted EBITDA, which are "non-GAAP financial measures" as defined under the rules and regulations promulgated by the SEC. We define Pro Forma EBITDA as pro forma net income (loss) adjusted for (loss) income from discontinued operations, net interest expense, income tax provision (benefit) and depreciation and amortization. We define Pro Forma Adjusted EBITDA as Pro Forma EBITDA adjusted for equity-based compensation expense, transaction-related expenses, management fees, impairment charges, legal settlement, and integration and closing costs. For the nine-month periods ended September 30, 2010 and 2011 and the twelve-month period ended December 31, 2010, Pro Forma Adjusted EBITDA also includes adjustments relating to a rate increase on one of PHC's contracts, anticipated future operating income at the Seven Hills Behavioral Center, the elimination of rent expense associated with PHC's subsidiary, Detroit Behavioral Institute, Inc., and cost savings/synergies in connection with the Merger (as defined herein). For a reconciliation of pro forma net income (loss) to Pro Forma Adjusted EBITDA, see "Prospectus Summary—Summary Historical Condensed Consolidated Financial Data and Unaudited Pro Forma Condensed Combined Financial Data." We may not achieve all of the expected benefits from synergies, cost savings and recent improvements to our revenue base.

Pro Forma EBITDA and Pro Forma Adjusted EBITDA, as presented in this prospectus, are supplemental measures of our performance and are not required by, or presented in accordance with, generally accepted accounting principles in the United States ("GAAP"). Pro Forma EBITDA and Pro Forma Adjusted EBITDA are not measures of our financial performance under GAAP and should not be considered as alternatives to net income or any other performance measures derived in accordance with GAAP or as an alternative to cash flow from operating activities as measures of our liquidity. Our measurements of Pro Forma EBITDA and Pro Forma Adjusted EBITDA may not be comparable to similarly titled measures of other companies and are not measures of performance calculated in accordance with GAAP. We have included information concerning Pro Forma EBITDA and Pro Forma Adjusted EBITDA in this prospectus because we believe that such information is used by certain investors as measures of a company's historical performance. We

believe these measures are frequently used by securities analysts, investors and other interested parties in the evaluation of issuers of equity securities, many of which present EBITDA and Adjusted EBITDA when reporting their results. Our presentation of Pro Forma EBITDA and Pro Forma Adjusted EBITDA should not be construed as an inference that our future results will be unaffected by unusual or nonrecurring items.

MARKET AND INDUSTRY DATA

Market data and other statistical information used throughout this prospectus are based on independent industry publications, government publications, reports by market research firms or other published independent sources including, but not limited to, IBISWorld industry reports ("IBISWorld") and reports prepared by the National Institute of Mental Health published in 2010, and the U.S. Department of Health and Human Services published in 2008. Some data are also based on our good faith estimates, which are derived from management's review of internal data and information, as well as the independent sources listed above. Although we believe these sources are reliable, we have not independently verified the information, and we have not ascertained the underlying economic assumptions relied upon therein, and cannot guarantee its accuracy and completeness. Statements as to our market position are based on market data currently available to us and, primarily, on management estimates as information regarding most of our major competitors is not publicly available. Our estimates involve risks and uncertainties, and are subject to change based on various factors, including those discussed under the heading "Risk Factors" in this prospectus.

TRADEMARKS AND TRADE NAMES

This prospectus includes our trademarks such as "Pioneer Behavioral Health," which are protected under applicable intellectual property laws and are the property of Acadia Healthcare Company, Inc. or its subsidiaries. This prospectus also contains trademarks, service marks, trade names and copyrights of other companies, which are the property of their respective owners. Solely for convenience, trademarks and trade names referred to in this prospectus may appear without the ® or TM symbols, but such references are not intended to indicate, in any way, that we will not assert, to the fullest extent under applicable law, our rights or the right of the applicable licensor to these trademarks and trade names.

PROSPECTUS SUMMARY

This summary highlights selected information appearing elsewhere in this prospectus. This summary is not complete and does not contain all of the information that you should consider before deciding whether to participate in the Exchange Offer. You should carefully read the entire prospectus, including the section entitled "Risk Factors" beginning on page 19 and the financial statements and notes thereto included elsewhere in this prospectus.

On November 1, 2011, PHC, Inc., a Massachusetts corporation ("PHC"), merged with and into Acadia Merger Sub, LLC (the "Merger"), a Delaware limited liability company and our wholly-owned subsidiary ("Merger Sub"), with Merger Sub continuing as the surviving company following the Merger (the "Merger"). In this prospectus, unless the context requires otherwise, references to "Acadia," "the Company," "we," "us" or "our" refer to Acadia Healthcare Company, Inc. together with its consolidated subsidiaries and including the assets and operations acquired in the Merger. We recently completed several significant acquisitions and greatly expanded our business. See "Company Background."

Our Company

Overview. We are the leading publicly traded pure-play provider of inpatient behavioral health care services in the United States based upon number of licensed beds. As of November 1, 2011 we operated 34 behavioral healthcare inpatient and outpatient facilities with approximately 1,950 licensed beds in 18 states. We believe that our primary focus on the provision of behavioral health services allows us to operate more efficiently and provide higher quality care than our competitors. On a pro forma basis for the nine months ended September 30, 2011 and the twelve months ended December 31, 2010, giving effect to the Merger, we would have generated revenue of $252.2 million and $320.3 million, respectively.

Our inpatient facilities offer a wide range of inpatient behavioral health care services for children, adolescents and adults. We offer these services through a combination of acute inpatient behavioral facilities and residential treatment centers ("RTCs"). Our acute inpatient behavioral facilities provide the most intensive level of care, including 24-hour skilled nursing observation and care, daily interventions and oversight by a psychiatrist and intensive, highly coordinated treatment by a physician-led team of mental health professionals. Our RTCs offer longer-term treatment programs primarily for children and adolescents with long-standing chronic behavioral health problems. Our RTCs provide physician-led, multi-disciplinary treatments that address the overall medical, psychiatric, social and academic needs of the patient.

Our outpatient community-based services provide therapeutic treatment to children and adolescents who have a clinically defined emotional, psychiatric or chemical dependency disorder while enabling patients to remain at home and within their community. Many patients who participate in community-based programs have transitioned out of a residential facility or have a disorder that does not require placement in a facility that provides 24-hour care.

Our Competitive Strengths

We believe the following strengths differentiate us from our competitors:

Premier operational management team with track record of success. Our management team has approximately 145 combined years of experience in acquiring, integrating and operating a variety of behavioral health facilities. Following the sale of Psychiatric Solutions, Inc. ("PSI") to Universal Health Services, Inc. in November 2010, certain of PSI's key former executive officers joined Acadia in February 2011. The combination of the Acadia management team with the operational expertise of the former PSI management team gives us

what we believe to be the premier leadership team in the behavioral health care industry. The new management team intends to bring its years of experience operating behavioral health facilities to generate strong cash flow and grow a strong business.

Favorable industry and legislative trends. According to the National Institute of Mental Health, approximately 6% of people in the United States suffer from a seriously debilitating mental illness and over 20% of children, either currently or at some point during their life, have had a seriously debilitating mental disorder. We believe the market for behavioral services will continue to grow due to increased awareness of mental health and substance abuse conditions and treatment options. National expenditures on mental health and substance abuse treatment are expected to reach $239 billion in 2014, up from $121 billion in 2003, representing a compound annual growth rate of approximately 6.4%.

While the growing awareness of mental health and substance abuse conditions is expected to accelerate demand for services, recent healthcare reform is expected to increase access to industry services as more people obtain insurance coverage. A key aspect of reform legislation is the extension of mental health parity protections established into law by the Paul Wellstone and Pete Domenici Mental Health Parity and Addiction Equity Act of 2008 (the "MHPAEA"). The MHPAEA provides for equal coverage between psychiatric or mental health services and conventional medical health services and forbids employers and insurers from placing stricter limits on mental health care compared to other health conditions. According to IBISWorld, the MHPAEA is projected to affect more than 113 million individuals.

Leading platform in attractive healthcare niche. We are a leading behavioral healthcare platform in an industry that is undergoing consolidation in an effort to reduce costs and better negotiate with larger payor organizations. In addition, the behavioral health care industry has significant barriers to entry, including (i) significant initial capital outlays required to open new facilities (ii) expertise required to deliver highly specialized services safely and effectively and (iii) high regulatory hurdles that require market entrants to be knowledgeable of state and federal laws and be licensed with local agencies at the facility level.

Diversified revenue and payor bases. We currently operate 34 facilities in 18 states. The Merger increased our payor, patient/client and geographic diversity, which mitigates the potential risk associated with any single facility. On a pro forma basis for the twelve months ended September 30, 2011, we received 66% of our revenue from Medicaid, 21% from commercial payors, 8% from Medicare, and 5% from other payors. As we receive Medicaid payments from 23 states, we do not believe that we are significantly affected by changes in reimbursement policies in any one state. Substantially all of our Medicaid payments relate to the care of children and adolescents. Management believes that children and adolescents are a patient class that is less susceptible to reductions in reimbursement rates. On a pro forma basis, our largest facility would have accounted for less than 12% of total revenue for the twelve months ended September 30, 2011, and no other facility would have accounted for more than 9% of total revenue for the same period. Additionally, on a pro forma basis, no state would have accounted for more than 15% of total revenue for the twelve months ended September 30, 2011. We believe that our increased geographic diversity will mitigate the impact of any financial or budgetary pressure that may arise in a particular state where we operate.

Strong cash flow generation and low capital requirements. We generate strong free cash flow by profitably operating our business and by actively managing our working capital. Moreover, as the behavioral health care business does not typically require the procurement and replacement of expensive medical equipment, our maintenance capital expenditure requirements are generally less than that of other facility-based health care providers. For the year ended December 31, 2010, Acadia's capital expenditures amounted to approximately 2.3% of our revenue. In addition, our accounts receivable management is less complex than medical/surgical hospital providers because there are fewer billing codes for inpatient behavioral health care facilities.

Business Strategy

We are committed to providing the communities we serve with high quality, cost-effective behavioral health services, while growing our business, increasing profitability and creating long-term value for our stockholders. To achieve these objectives, we have aligned our activities around the following growth strategies:

Increase margins by enhancing programs and improving performance at existing facilities. We believe we can improve efficiencies and increase operating margins by utilizing our management's expertise and experience within existing programs and their expertise in improving performance at underperforming facilities. We believe the efficiencies can be realized by investing in growth in strong markets, addressing capital- constrained facilities that have underperformed and improving management systems. Furthermore, the combination of Acadia, YFCS and PHC provides the combined company an opportunity to develop a national marketing strategy in many markets which should help to increase the geographic footprint from which our existing facilities attract patients and referrals.

Opportunistically pursue acquisitions. We have established a national platform for becoming the leading, dedicated provider of high quality behavioral health care services in the U.S. Our industry is highly fragmented, and we selectively seek opportunities to expand and diversify our base of operations by acquiring additional facilities. We believe there are a number of acquisition candidates available at attractive valuations, and we have a number of potential acquisitions in various stages of development and consideration. We believe our focus on inpatient behavioral health care and history of completing acquisitions provides us with a strategic advantage in sourcing, evaluating and closing acquisitions. We intend to focus our efforts on acquiring additional acute psychiatric facilities, which should increase the percentage of such facilities in our portfolio. The combination of PHC and recently acquired MeadowWood added seven inpatient facilities (four for general psychiatric services and three for substance abuse services) and eight outpatient psychiatric facilities as well as two call centers. We leverage our management team's expertise to identify and integrate acquisitions based on a disciplined acquisition strategy that focuses on quality of service, return on investment and strategic benefits. We also have a comprehensive post-acquisition strategic plan to facilitate the integration of acquired facilities that includes improving facility operations, retaining and recruiting psychiatrists and expanding the breadth of services offered by the facilities.

Drive organic growth of existing facilities. We seek to increase revenue at our facilities by providing a broader range of services to new and existing patients and clients. The YFCS acquisition presented us with an opportunity to provide a wider array of behavioral health services (including adult services and acute-care services) to patients and clients in the markets YFCS serviced, without increasing the number of our licensed beds. We believe there are similar opportunities to market a broader array of services to the markets served by PHC's facilities. We also intend to increase licensed bed counts in our existing facilities, with a focus on increasing the number of acute psychiatric beds. For example, since September 1, 2011, we have added 76 beds and expect to add approximately 95 additional beds by March 31, 2012. Additionally, 42 beds have already been converted from residential treatment care beds to acute psychiatric care beds, which have higher reimbursement rates on average. Furthermore, we believe that opportunities exist to leverage out-of-state referrals to increase volume and minimize payor concentration, especially with respect to our youth and adolescent focused services and our substance abuse services.

Recent Developments

On November 1, 2011, PHC merged with and into Merger Sub, with Merger Sub continuing as the surviving company (the "Merger").

Concurrently with the closing of the Merger, the following events were effected, which together with the Merger, we collectively refer to as the "Transactions":

- our issuance of $150,000,000 in aggregate principal amount of the Outstanding Notes;

- the effectiveness of an amendment to the Senior Secured Credit Facility (the "Second Amendment");
- the payment of a cash dividend to the holders of shares of Acadia's common stock immediately prior to the Merger of approximately $74.4 million;
- the permanent repayment of all outstanding indebtedness under PHC's senior credit facility; and
- the payment of approximately $40.9 million of fees and expenses related to the foregoing transactions, including approximately $20.6 million paid to Waud Capital Partners, L.L.C. ("Waud Capital Partners") to terminate its professional services agreement and approximately $2.4 million of change in control payments paid to certain PHC executives, commitment, placement and other financing fees, financial advisory costs and other transaction costs and professional fees.

For a description of the Senior Secured Credit Facility and the Second Amendment, see "Acadia Management's Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources" and "Description of Other Indebtedness.

On December 15, 2011, we announced the pricing of a registered public offering of 8,333,333 shares of our common stock at a public offering price of $7.50 per share. We also granted to the underwriters a 30-day option to purchase up to an additional 1,249,999 shares of our common stock to cover overallotments, if any.

Equity Sponsor

Founded in 1993, Waud Capital Partners is a leading middle-market private equity firm that partners with management teams to create, acquire and grow companies that address significant, inefficient, highly fragmented and underserved industry segments. Waud Capital Partners invests primarily through control-oriented growth equity investments, industry consolidations, buyouts or recapitalizations and seeks companies that generate strong cash flow and can be grown both organically and through add-on acquisitions. Waud Capital Partners' current and exited portfolio is comprised of companies in the healthcare, business/consumer, logistics/specialty distribution and value-added industrial business segments.

Waud Capital Partners owns a substantial majority of our common stock, currently is entitled to designate a majority of our directors and, so long as it owns at least 17.5% of our outstanding common stock, has consent rights to many corporate actions, such as issuing equity or debt securities, paying dividends, acquiring any interest in another company and materially changing our business activities. This means that we cannot engage in any of those activities without the consent of Waud Capital Partners.

Company Information

Our principal executive offices are located at 830 Crescent Centre Drive, Suite 610, Franklin, Tennessee 37067. Our telephone number is (615) 861-6000. Our website is *http://www.acadiahealthcare.com*. The information contained on our website is not part of this prospectus and is not incorporated in this prospectus by reference.

Summary of the Exchange Offer

The summary below describes the principal terms of the Exchange Offer. Certain of the terms and conditions described below are subject to important limitations and exceptions. The "Exchange Offer" section of this prospectus contains a more detailed description of the terms and conditions of the Exchange Offer.

Initial Offering of Outstanding Notes	On November 1, 2011, we sold, through a private placement exempt from the registration requirements of the Securities Act, $150,000,000 of our 12.875% Senior Notes due 2018 (the "Outstanding Notes"), all of which are eligible to be exchanged for Exchange Notes.
Registration Rights Agreement	Simultaneously with the private placement, we entered into a registration rights agreement with the initial purchaser of the Outstanding Notes (the "Registration Rights Agreement"). Under the Registration Rights Agreement, we are required to file a registration statement for substantially identical debt securities (and related guarantees), which will be issued in exchange for the Outstanding Notes, with the SEC. You may exchange your Outstanding Notes for Exchange Notes in this Exchange Offer. For further information regarding the Exchange Notes, see the sections entitled "Exchange Offer" and "Description of the Exchange Notes" in this prospectus.
Exchange Notes Offered	$150,000,000 aggregate principal amount of 12.875% Senior Notes due 2018.
Exchange Offer	We are offering to exchange the Outstanding Notes for a like principal amount at maturity of the Exchange Notes. Outstanding Notes may be exchanged only in denominations of $2,000 and integral multiples of $1,000 in excess thereof. The Exchange Offer is being made pursuant to the Registration Rights Agreement which grants the initial purchaser and any subsequent holders of the Outstanding Notes certain exchange and registration rights. This Exchange Offer is intended to satisfy those exchange and registration rights with respect to the Outstanding Notes. After the Exchange Offer is complete, you will no longer be entitled to any exchange or registration rights with respect to your Outstanding Notes.
Expiration Date; Withdrawal of Tender	The Exchange Offer will expire 5:00 p.m., New York City time, on , 2012, or a later time if we choose to extend the Exchange Offer in our sole and absolute discretion. You may withdraw your tender of Outstanding Notes at any time prior to the expiration date. All Outstanding Notes that are validly tendered and not validly withdrawn will be exchanged. Any Outstanding Notes not accepted by us for exchange for any reason will be returned to you at our expense as promptly as possible after the expiration or termination of the Exchange Offer.
Broker-Dealer	Each broker-dealer acquiring Exchange Notes issued for its own account in exchange for Outstanding Notes, which it acquired through market-making activities or other trading activities, must acknowledge that it will deliver a proper prospectus when any

	Exchange Notes issued in the Exchange Offer are transferred. A broker-dealer may use this prospectus for an offer to resell, a resale or other retransfer of the Exchange Notes issued in the Exchange Offer.
Prospectus Recipients	We mailed this prospectus and the related Exchange Offer documents to registered holders of the Outstanding Notes as of , 2011.
Conditions to the Exchange Offer	Our obligation to accept for exchange, or to issue the Exchange Notes in exchange for, any Outstanding Notes is subject to certain customary conditions, including our determination that the Exchange Offer does not violate any law, statute, rule, regulation or interpretation by the staff of the SEC or any regulatory authority or other foreign, federal, state or local government agency or court of competent jurisdiction, some of which may be waived by us. We currently expect that each of the conditions will be satisfied and that no waivers will be necessary. See "Exchange Offer—Conditions to the Exchange Offer."
Procedures for Tendering Outstanding Notes Held in the Form of Book-Entry Interests	The Outstanding Notes were issued as global securities and were deposited upon issuance with U.S. Bank National Association, as custodian for The Depository Trust Company ("DTC"). Beneficial interests in the Outstanding Notes, which are held by direct or indirect participants in DTC, are shown on, and transfers of the Outstanding Notes can only be made through, records maintained in book-entry form by DTC. You may tender your Outstanding Notes by instructing your broker or bank where you keep the Outstanding Notes to tender them for you. By tendering your Outstanding Notes you will be deemed to have acknowledged and agreed to be bound by the terms set forth under "Exchange Offer" and in the letter of transmittal accompanying this prospectus. Your Outstanding Notes must be tendered in denominations of $2,000 and integral multiples of $1,000 in excess thereof. In order for your tender of Outstanding Notes for Exchange Notes in the Exchange Offer to be considered valid, you must transmit to the exchange agent on or before 5:00 p.m., New York City time on the expiration date either: • an original or facsimile of a properly completed and duly executed copy of the letter of transmittal, which accompanies this prospectus, together with your Outstanding Notes and any other documentation required by the letter of transmittal, at the address provided on the cover page of the letter of transmittal; or • if the Outstanding Notes you own are held of record by DTC, in book-entry form and you are making delivery by book-entry transfer, a computer-generated message transmitted by means of the Automated Tender Offer Program System of DTC ("ATOP"),

	in which you acknowledge and agree to be bound by the terms of the letter of transmittal and which, when received by the exchange agent, forms a part of a confirmation of book-entry transfer. As part of the book-entry transfer, DTC will facilitate the exchange of your Outstanding Notes and update your account to reflect the issuance of the Exchange Notes to you. ATOP allows you to electronically transmit your acceptance of the Exchange Offer to DTC instead of physically completing and delivering a letter of transmittal to the exchange agent. In addition, if you are making delivery via book-entry transfer, you must deliver, to the exchange agent on or before 5:00 p.m., New York City time on the expiration date, a timely confirmation of book-entry transfer of your Outstanding Notes into the account of the exchange agent at DTC.
Special Procedures for Beneficial Owners	If you are the beneficial owner of book-entry interests and your name does not appear on a security position listing of DTC as the holder of the book-entry interests or if you are a beneficial owner of Outstanding Notes that are registered in the name of a broker, dealer, commercial bank, trust company or other nominee and you wish to tender the book-entry interest or Outstanding Notes in the Exchange Offer, you should contact the person in whose name your book-entry interests or Outstanding Notes are registered promptly and instruct that person to tender on your behalf.
United States Federal Income Tax Considerations	The Exchange Offer should not result in any income, gain or loss to the holders of Outstanding Notes for United States federal income tax purposes. See “Certain Material United States Federal Income Tax Considerations.”
Use of Proceeds	We will not receive any proceeds from the issuance of the Exchange Notes in the Exchange Offer.
Exchange Agent	U.S. Bank National Association is serving as the exchange agent for the Exchange Offer.
Shelf Registration Statement	In limited circumstances, holders of Outstanding Notes may require us to register their Outstanding Notes under a shelf registration statement. See “Exchange Offer—Purpose of Exchange Offer.”

Consequences of Not Exchanging Outstanding Notes

If you do not exchange your Outstanding Notes in the Exchange Offer, your Outstanding Notes will continue to be subject to the restrictions on transfer currently applicable to the Outstanding Notes. In general, you may offer or sell your Outstanding Notes only:

- if they are registered under the Securities Act and applicable state securities laws;
- if they are offered or sold under an exemption from registration under the Securities Act and applicable state securities laws; or
- if they are offered or sold in a transaction not subject to the Securities Act and applicable state securities laws.

We do not currently intend to register the Outstanding Notes under the Securities Act. Under some circumstances, however, holders of the Outstanding Notes, including holders who are not permitted to participate in the Exchange Offer, may require us to file, and to cause to become effective, a shelf registration statement covering resales of Outstanding Notes by these holders. For more information regarding the consequences of not tendering your Outstanding Notes and our obligation to file a shelf registration statement, see “Exchange Offer—Purpose of the Exchange Offer”.

Summary of Terms of the Exchange Notes

The summary below describes the principal terms of the Exchange Notes. Certain of the terms described below are subject to important limitations and exceptions. See the section entitled "Description of the Exchange Notes" of this prospectus for a more detailed description of the terms of the Exchange Notes.

Issuer	Acadia Healthcare Company, Inc.
Securities	$150,000,000 aggregate principal amount of 12.875% Senior Notes due 2018, which will be registered under the Securities Act. The Exchange Notes will evidence the same debt as the Outstanding Notes.
Maturity Date	November 1, 2018.
Interest Rate	We will pay interest on the Exchange Notes at an annual interest rate of 12.875%.
Interest Payment Dates	Interest payments on the Exchange Notes are payable semi-annually in arrears on each November 1 and May 1. No interest will be paid on either the Exchange Notes or the Outstanding Notes at the time of exchange. The Exchange Notes will accrue interest from and including the last interest payment date on which interest has been paid on the Outstanding Notes and, if no interest has been paid, the Exchange Notes will accrue interest since the issue date of the Outstanding Notes. Accordingly, the holders of Outstanding Notes that are accepted for exchange will not receive accrued but unpaid interest on such Outstanding Notes at the time of tender. Rather, that interest will be payable on the Exchange Notes delivered in exchange for the Outstanding Notes on the first interest payment date following the expiration date of the Exchange Notes.
Guarantees	The Exchange Notes will be guaranteed on a senior unsecured basis by each of our domestic subsidiaries that is a guarantor under the Senior Secured Credit Facility and, subject to certain exceptions, each of our future domestic subsidiaries that guarantees indebtedness under the Senior Secured Credit Facility. See "Description of the Exchange Notes—Additional Note Guarantees."
Ranking	The Exchange Notes and the guarantees will be our and the guarantors' senior unsecured obligations and will be: • senior in right of payment to any of our and the guarantors' existing and future subordinated indebtedness; • equal in right of payment with all of our and the guarantors' existing and future senior indebtedness, including the Senior Secured Credit Facility;

	• effectively subordinated to our and the guarantors' existing and future secured indebtedness, including the Senior Secured Credit Facility, to the extent of the value of the assets securing such indebtedness; and • structurally subordinated to all of the existing and future liabilities (including trade payables) of each of our subsidiaries that do not guarantee the Exchange Notes. As of the date of this prospectus, all of our existing subsidiaries guarantee the Outstanding Notes and the Senior Secured Credit Facility.
Optional Redemption	On or after November 1, 2015, we may redeem some or all of the Exchange Notes at the redemption prices set forth under "Description of the Exchange Notes—Optional Redemption." Prior to November 1, 2014, we may redeem up to 35% of the aggregate principal amount of the Exchange Notes at the premium set forth under "Description of the Exchange Notes—Optional Redemption," with certain of the proceeds realized by us from the sale of a qualified equity issuance; provided however, that at least 65% of the original principal amount of the notes are outstanding immediately following the redemption. We may redeem some or all of the Exchange Notes at any time prior to November 1, 2015 by paying a "make whole" premium as described in this prospectus.
Change of Control Offer	If we experience a change of control, the holders of the Exchange Notes will have the right to require us to purchase their Exchange Notes at a price in cash equal to 101% of the principal amount thereof, together with accrued and unpaid interest, if any, to the date of purchase.
Asset Sales	Upon certain asset sales, we may be required to offer to use the net proceeds of the asset sale to purchase some or all of the Exchange Notes at 100% of the principal amount thereof, together with accrued and unpaid interest, if any, to the date of purchase.
Certain Covenants	The indenture under which the Outstanding Notes were issued will govern the Exchange Notes. The indenture contains covenants that, among other things, limit our ability and the ability of the restricted subsidiaries to: • incur or guarantee additional indebtedness or issue certain preferred stock;

	• pay dividends on our equity interests or redeem, repurchase or retire our equity interests or subordinated indebtedness; • transfer or sell assets; • make certain investments; • incur certain liens; • create restrictions on the ability of our subsidiaries to pay dividends or make other payments to us; • engage in certain transactions with our affiliates; and • merge or consolidate with other companies or transfer all or substantially all of our assets. These covenants are subject to a number of important limitations and exceptions as described under "Description of the Exchange Notes—Certain Covenants."
Use of Proceeds	We will not receive any proceeds from the issuance of the Exchange Notes in the Exchange Offer.
No Public Market	The Exchange Notes will be a new issue of securities and will not be listed on any securities exchange or included in any automated quotation system. Accordingly, we cannot assure you that a liquid market for the Exchange Notes will develop or be maintained.
Risk Factors	You should consider carefully all of the information included in this prospectus and, in particular, the information under the heading "Risk Factors" beginning on page 19 prior to deciding to tender your Outstanding Notes in the Exchange Offer.

Summary Historical Condensed Consolidated Financial Data and Unaudited Pro Forma Condensed Combined Financial Data

Acadia Historical Financial Data

The following table sets forth summary historical condensed consolidated financial data for Acadia and its subsidiaries on a consolidated basis for the periods ended and at the dates indicated and does not give effect to YFCS operating results prior to April 1, 2011 or the consummation of the Transactions. Acadia has derived the historical consolidated financial data as of December 31, 2009 and 2010 and for each of the three years in the period ended December 31, 2010 from Acadia Healthcare Company, LLC's audited consolidated financial statements included elsewhere in this prospectus. Acadia has derived the summary consolidated financial data as of and for the nine months ended September 30, 2010 and 2011 from Acadia Healthcare Company, Inc.'s unaudited interim condensed consolidated financial statements included elsewhere in this prospectus. Acadia has derived the summary consolidated financial data as of December 31, 2008 from Acadia Healthcare Company, LLC's audited consolidated financial statements not included in this prospectus. The results for the nine months ended September 30, 2011 are not necessarily indicative of the results that may be expected for the entire fiscal year. The summary consolidated financial data below should be read in conjunction with "Acadia Management's Discussion and Analysis of Financial Condition and Results of Operations," "Unaudited Pro Forma Condensed Combined Financial Information" and Acadia Healthcare Company, LLC's consolidated financial statements and the notes thereto included elsewhere in this prospectus. On May 13, 2011, Acadia Healthcare Company, LLC elected to convert to a corporation (Acadia Healthcare Company, Inc.) in accordance with Delaware law.

	YEAR ENDED DECEMBER 31,			NINE MONTHS ENDED	
	2008	2009	2010	SEPTEMBER 30, 2010 (unaudited)	SEPTEMBER 30, 2011 (unaudited)
			(In thousands)		
Income Statement Data:					
Net patient service revenue	$ 33,353	$ 51,821	$ 64,342	$ 48,344	146,019
Salaries, wages and benefits	22,342	30,752	36,333	28,980	110,750
Professional fees	952	1,977	3,612	1,151	5,111
Provision for doubtful accounts	1,804	2,424	2,239	1,803	1,664
Other operating expenses	8,328	12,116	13,286	8,792	24,344
Depreciation and amortization	740	967	976	728	3,114
Interest expense, net	729	774	738	549	4,143
Sponsor management fees	—	—	—	105	1,135
Transaction related expenses	—	—	—	104	10,594
Income (loss) from continuing operations, before income taxes	(1,542)	2,811	7,158	6,132	(14,836)
Income tax provision (benefit)	20	53	477	459	3,382
Income (loss) from continuing operations	(1,562)	2,758	6,681	5,673	(18,218)
(Loss) income from discontinued operations, net of income taxes	(156)	119	(471)	13	(765)
Net income (loss)	$ (1,718)	$ 2,877	$ 6,210	$ 5,686	$ (18,983)
Other Financial Data:					
Ratio of earnings to fixed charges [1]	—	3.95x	8.03x	9.18x	—
Balance Sheet Data (as of end of period):					
Cash and equivalents	$ 45	$ 4,489	$ 8,614	$ 6,479	$ 1,254
Total assets	32,274	41,254	45,412	42,937	269,609
Total debt	11,062	10,259	9,984	10,051	138,125
Total members' equity	15,817	21,193	25,107	24,648	76,986

[1] For purposes of calculating earnings to fixed charges, earnings consists of income (loss) from continuing operations before income taxes and fixed charges. Fixed charges include interest expense and the estimated interest portion of rent expense. Earnings were insufficient to cover fixed charges by approximately $1.5 million and $14.8 million for the year ended December 31, 2008 and the nine months ended September 30, 2011, respectively.

YFCS Historical Financial Data

The following table sets forth summary historical condensed consolidated financial data for YFCS and its subsidiaries on a consolidated basis for the periods ended and at the dates indicated and does not give effect to Acadia's acquisition of YFCS or the Transactions. Acadia has derived the historical consolidated financial data as of December 31, 2009 and 2010 and for each of the three years in the period ended December 31, 2010 from YFCS' audited consolidated financial statements included elsewhere in this prospectus. Acadia has derived the summary consolidated financial data as of and for the three months ended March 31, 2010 and 2011 from YFCS' unaudited interim condensed consolidated financial statements included elsewhere in this prospectus. Acadia has derived the summary consolidated financial data as of December 31, 2008 from YFCS' audited consolidated financial statements not included in this prospectus. The results for the three months ended March 31, 2011 are not necessarily indicative of the results that may have been expected for the entire fiscal year. The summary financial data below should be read in conjunction with "Acadia Management's Discussion and Analysis of Financial Condition and Results of Operations—YFCS Acquisition," "Unaudited Pro Forma Condensed Combined Financial Information" and YFCS' consolidated financial statements and the notes thereto included elsewhere in this prospectus.

	YEAR ENDED DECEMBER 31,			THREE MONTHS ENDED	
	2008	2009	2010	MARCH 31, 2010 (unaudited)	MARCH 31, 2011 (unaudited)
			(In thousands)		
Income Statement Data:					
Revenue	$180,646	$ 186,586	$ 184,386	$ 45,489	$ 45,686
Salaries and benefits	110,966	113,870	113,931	27,813	29,502
Other operating expenses	37,704	37,607	38,146	8,944	9,907
Provision for bad debts	1,902	(309)	525	56	208
Interest expense	12,488	9,572	7,514	1,954	1,726
Depreciation and amortization	9,419	7,052	3,456	914	819
Impairment of goodwill	—	—	23,528	—	—
Income (loss) from continuing operations, before income taxes	8,167	18,794	(2,714)	5,808	3,524
Provision for income taxes	3,132	7,133	5,032	2,267	1,404
Income (loss) from continuing operations	5,035	11,661	(7,746)	3,541	2,120
Income (loss) from discontinued operations, net of income taxes	964	(1,443)	(4,060)	(151)	(64)
Net income (loss)	$ 5,999	$ 10,218	$ (11,806)	$ 3,390	$ 2,056
Balance Sheet Data (as of end of period):					
Cash and equivalents	$ 20,874	$ 15,294	$ 5,307	$ 8,570	$ 4,009
Total assets	271,446	254,620	217,530	249,748	216,609
Total debt	138,234	112,127	86,073	98,831	84,304
Total stockholders' equity	102,696	113,921	102,126	117,311	104,182

PHC Historical Financial Data

The following table sets forth summary historical condensed consolidated financial data for PHC and its subsidiaries on a consolidated basis for the periods ended and at the dates indicated and does not give effect to the consummation of the Transactions. The consolidated financial statements of PHC and the notes related thereto are included elsewhere in this prospectus. PHC derived the historical consolidated financial data as of June 30, 2010 and 2011 and for each of the two years in the period ended June 30, 2011 from PHC's audited financial statements included elsewhere in this prospectus. PHC derived the historical consolidated financial data as of and for the three months ended September 30, 2010 and 2011 from PHC's unaudited interim financial statements included elsewhere in this prospectus. Certain amounts for all periods presented have been reclassified to be consistent with Acadia's financial information. PHC derived the historical consolidated financial data as of June 30, 2009 and for the year ended June 30, 2009 from PHC's audited financial statements not included in this prospectus. The summary financial data below should be read in conjunction with the "PHC Management's Discussion and Analysis of Financial Condition and Results of Operations," "Unaudited Pro Forma Condensed Combined Financial Information" and PHC's consolidated financial statements and the notes thereto included elsewhere in this prospectus.

	YEAR ENDED JUNE 30,			THREE MONTHS ENDED	
	2009	2010	2011	SEPTEMBER 30, 2010 (unaudited)	SEPTEMBER 30, 2011 (unaudited)
			(In thousands)		
Income Statement Data:					
Revenues	$ 46,411	$ 53,077	$ 62,008	$ 15,071	$ 20,684
Patient care expenses	23,835	26,307	30,236	7,024	10,466
Contract expenses	3,016	2,965	3,618	708	1,070
Provision for doubtful accounts	1,638	2,131	3,406	1,003	1,263
Administrative expenses	18,721	19,111	22,206	5,100	7,360
Legal settlement	—	—	446	—	—
Operating income (loss)	(799)	2,563	2,096	1,236	525
Other income including interest expense, net	(177)	(37)	(108)	—	(949)
Income (loss) before income taxes	(976)	2,526	1,988	1,236	(424)
Provision for (benefit from) income taxes	65	1,106	1,408	(557)	140
Net income (loss) from continuing operations	(1,041)	1,420	580	679	(284)
Net income (loss) from discontinued operations	(1,413)	—	—	—	—
Net income (loss)	$ (2,454)	$ 1,420	$ 580	$ 679	$ (284)
Balance Sheet Data (as of end of period):					
Cash and equivalents	$ 3,199	$ 4,540	$ 3,668	$ 3,066	$ 3,261
Total assets	22,692	25,650	28,282	25,101	51,825
Total debt	2,241	2,557	2,239	2,340	26,535
Total stockholders' equity	16,044	17,256	17,915	17,879	17,678

Summary Unaudited Pro Forma Condensed Combined Financial Data

The following summary unaudited pro forma condensed combined financial data gives effect to (1) Acadia's acquisition of YFCS and the related debt and equity financing transactions on April 1, 2011, (2) PHC's acquisition of MeadowWood and related debt financing transaction on July 1, 2011 and (3) the Merger and the related issuance of Outstanding Notes on November 1, 2011, as if each had occurred on September 30, 2011 for the unaudited pro forma condensed combined balance sheet and January 1, 2010 for the unaudited pro forma condensed combined statements of operations. Acadia's condensed consolidated balance sheet as of September 30, 2011 reflects the acquisition of YFCS and related debt and equity transactions and Acadia's condensed consolidated statement of operations reflects the results of YFCS operations for the period from April 1, 2011 to September 30, 2011. PHC's condensed consolidated balance sheet as of September 30, 2011 reflects the acquisition of MeadowWood and related debt financing transaction on July 1, 2011.

The fiscal years of Acadia, YFCS and HHC Delaware end December 31 while the fiscal year of PHC ended on June 30. The combined company's fiscal year ends December 31.

The unaudited pro forma condensed combined balance sheet combines the unaudited consolidated balance sheets of each of Acadia and PHC as of September 30, 2011.

The unaudited pro forma condensed combined statement of operations for the nine months ended September 30, 2010 combines the unaudited condensed consolidated statements of operations of Acadia, YFCS, HHC Delaware and PHC (which was derived from the audited consolidated statement of operations of PHC for the fiscal year ended June 30, 2010 less the unaudited condensed consolidated statement of operations of PHC for the six months ended December 31, 2009 plus the unaudited condensed consolidated statement of operations of PHC for the three months ended September 30, 2010). The unaudited pro forma condensed combined statement of operations for the nine months ended September 30, 2011 combines Acadia's unaudited condensed consolidated statement of operations for that period with the unaudited condensed consolidated statement of operations of YFCS for the three months ended March 31, 2011, the unaudited condensed consolidated statement of operations of HHC Delaware for the six months ended June 30, 2011 and the unaudited condensed consolidated statement of operations of PHC for the nine months ended September 30, 2011 (which was derived from the audited consolidated statement of operations of PHC for the fiscal year ended June 30, 2011 less the unaudited condensed consolidated statement of operations of PHC for the six months ended December 31, 2010 plus the unaudited condensed consolidated statement of operations of PHC for the three months ended September 30, 2011). The unaudited pro forma condensed combined statement of operations for the year ended December 31, 2010 combines the audited consolidated statement of operations of Acadia, YFCS and HHC Delaware for that period with the unaudited condensed consolidated statement of operations of PHC for that period (which was derived from the audited consolidated statement of operations of PHC for the fiscal year ended June 30, 2010 less the unaudited condensed consolidated statement of operations of PHC for the six months ended December 31, 2009 plus the unaudited condensed consolidated statement of operations of PHC for the six months ended December 31, 2010).

The unaudited pro forma condensed combined financial data has been prepared using the acquisition method of accounting for business combinations under GAAP. The adjustments necessary to fairly present the unaudited pro forma condensed combined financial data have been made based on available information and in the opinion of management are reasonable. Assumptions underlying the pro forma adjustments are described in the accompanying notes, which should be read in conjunction with this unaudited pro forma condensed combined financial data. The pro forma adjustments are preliminary and revisions to the fair value of assets acquired and liabilities assumed and the financing of the Transactions may have a significant impact on the pro forma adjustments. A final valuation of assets acquired and liabilities assumed in the YFCS, MeadowWood and PHC acquisitions has not been completed and the completion of fair value determinations will most likely result in

changes in the values assigned to property and equipment and other assets (including intangibles) acquired and liabilities assumed.

The unaudited pro forma condensed combined financial data is for illustrative purposes only and does not purport to represent what our financial position or results of operations actually would have been had the events noted above in fact occurred on the assumed dates or to project our financial position or results of operations for any future date or future period.

	PRO FORMA NINE MONTHS ENDED SEPTEMBER 30, 2010	PRO FORMA NINE MONTHS ENDED SEPTEMBER 30, 2011	PRO FORMA YEAR ENDED DECEMBER 31, 2010
		(unaudited) (In thousands)	
Unaudited Pro Forma Condensed Combined Statement of Operations Data:			
Revenue	$ 239,718	$ 252,235	$ 320,298
Salaries, wages and benefits	141,550	172,838	189,000
Professional fees	13,769	13,095	18,245
Supplies	11,484	12,400	15,305
Rent	7,508	7,800	10,046
Other operating expenses	23,051	24,988	32,723
Provision for doubtful accounts	4,642	5,217	6,141
Depreciation and amortization	4,781	3,717	5,977
Interest expense, net	21,269	21,289	28,264
Impairment of goodwill	—	—	23,528
Sponsor management fees	105	135	—
Legal settlement	—	446	—
Total expenses	228,159	261,925	329,229
Income (loss) from continuing operations before income taxes	11,559	(9,690)	(8,931)
Provision for income taxes	4,901	5,934	2,700
Income (loss) from continuing operations	6,658	(15,624)	(11,631)
(Income) Loss from discontinued operations	(567)	(829)	4,531
Net income (loss)	$ 6,091	$ (16,453)	$ (16,162)
Other Financial Data:			
Pro Forma EBITDA [1]	$ 37,609	$ 15,316	$ 25,310
Pro Forma Adjusted EBITDA [1]	$ 43,415	$ 40,649	$ 56,441

	ACTUAL	PRO FORMA
Unaudited Pro Forma Condensed Combined Balance Sheet Data (as of September 30, 2011):		
Cash and equivalents	$ 1,254	$ 5,234
Total assets	269,609	359,026
Total debt	138,125	285,610
Total stockholders' equity	76,986	11,029

(1) Pro Forma EBITDA and Pro Forma Adjusted EBITDA are reconciled to pro forma net income (loss) in the table below. Pro Forma EBITDA and Pro Forma Adjusted EBITDA are financial measures not recognized under GAAP. When presenting non-GAAP financial measures, we are required to reconcile the non-GAAP financial measures with the most directly comparable GAAP financial measure or measures. We define Pro Forma EBITDA as pro forma net income (loss) adjusted for (loss) income from discontinued operations, net interest expense, income tax provision (benefit) and depreciation and amortization. Pro Forma

Adjusted EBITDA differs from "EBITDA" as that term may be commonly used. We define Pro Forma Adjusted EBITDA, as Pro Forma EBITDA adjusted for equity-based compensation expense, transaction-related expenses, management fees, impairment charges, legal settlement, and integration and closing costs. For the nine-month periods ended September 30, 2011 and 2010 and the twelve-month period ended December 31, 2010, Pro Forma Adjusted EBITDA also includes adjustments relating to a rate increase on one of PHC's contracts, anticipated future operating income at the Seven Hills Behavioral Center, the elimination of rent expense associated with PHC's subsidiary, Detroit Behavioral Institute, Inc., and cost savings/synergies in connection with the Merger. See the table and related footnotes below for additional information.

We present Pro Forma Adjusted EBITDA because it is a measure management uses to assess financial performance. We believe that companies in our industry use measures of Pro Forma EBITDA as common performance measurements. We also believe that securities analysts, investors and other interested parties frequently use measures of Pro Forma EBITDA as financial performance measures and as indicators of ability to service debt obligations. While providing useful information, measures of Pro Forma EBITDA, including Pro Forma Adjusted EBITDA, should not be considered in isolation or as a substitute for consolidated statement of operations and cash flows data prepared in accordance with GAAP and should not be construed as an indication of a company's operating performance or as a measure of liquidity. Pro Forma Adjusted EBITDA may have material limitations as a performance measure because it excludes items that are necessary elements of our costs and operations. In addition, "EBITDA," "Adjusted EBITDA" or similar measures presented by other companies may not be comparable to our presentation, since each company may define these terms differently. See "Non-GAAP Financial Measures."

	NINE MONTHS ENDED SEPTEMBER 30,		YEAR ENDED DECEMBER 30,
	2010	2011	2010
	(In thousands)		
Reconciliation of Pro Forma Net Income (Loss) to Pro Forma Adjusted EBITDA:			
Net income (loss) [a]	$ 6,091	$ (16,453)	$ (16,162)
Loss from discontinued operations	567	829	4,531
Interest expense, net	21,269	21,289	28,264
Income tax provision	4,901	5,934	2,700
Depreciation and amortization	4,781	3,717	5,977
Pro Forma EBITDA	37,609	15,316	25,310
Adjustments:			
Equity-based compensation expense [b]	128	19,925	203
Transaction-related expenses [c]	—	—	69
Management fees [d]	433	361	550
Impairment charges [e]	—	—	23,528
Legal settlement [f]	—	446	—
Integration and closing costs [g]	—	947	—
Rate increase on a PHC contract [h]	1,400	333	1,900
Anticipated operating income at the Seven Hills Behavioral Center [i]	763	225	767
Rent elimination [j]	532	546	714
Cost savings/synergies [k]	2,550	2,550	3,400
Pro Forma Adjusted EBITDA	$ 43,415	$ 40,649	$ 56,441

(a) Transaction-related expenses related to the acquisition of YFCS and the Merger of approximately $13.0 million for the nine months ended September 30, 2011 have been excluded from the computation of pro forma net income. In addition, advisory fees paid to Waud Capital Partners of approximately $1.0 million for the nine months ended September 30, 2011 have been excluded from the computation of pro forma net income due to the termination of the professional services agreement between Acadia and Waud Capital Partners on November 1, 2011.

(b) Represents the equity-based compensation expense of Acadia, YFCS and PHC for the respective periods. Acadia recognized $19.8 million of equity-based compensation expense in the nine months ended September 30, 2011 related to equity units issued in conjunction with the YFCS acquisition.

(c) Represents a portion of the acquisition-related fees and expenses incurred by Acadia in the respective periods, but excludes certain one-time transaction related expenses associated with the acquisition of YFCS and the Merger that were excluded from the computation of pro forma net income. See note (a).

(d) Represents the management fees paid by MeadowWood to its former parent companies and a portion of the management fees paid by Acadia to its equity sponsor, Waud Capital Partners, that was not excluded in the computation of pro forma net income.

(e) In connection with the execution of the sale agreement and plan of merger for the purchase of YFCS, YFCS recorded an impairment charge of approximately $23.5 million for the year ended December 31, 2010 as a result of management's conclusion that the carrying value of goodwill exceeded the fair value implied by the sale of the company.

(f) Represents legal settlement expenses recognized by PHC resulting from an employee wrongful termination suit against PHC that was settled in April 2011.

(g) Represents costs incurred by Acadia related to the closing of the YFCS corporate office, including the costs of temporarily retaining certain employees for a transitional period following the acquisition date.

(h) Represents the increased revenue that would have resulted from an increased rate on one of PHC's contracts that became effective in March 2011, assuming such increased rate had been effective throughout all periods presented. The increased rate was estimated by multiplying the historical plan enrollment by the newly-contracted rate, which resulted in an approximate $0.17 million increase in revenue and EBITDA for each month prior to March 2011 in which the rate was not effective.

(i) The Seven Hills Behavioral Center was opened in the fourth quarter of 2008 and became certified by the Center for Medicare and Medicaid Services in July 2010. The adjustment represents the estimated additional operating income that would have been generated by this facility if it had operated at expected levels for the nine months ended September 30, 2011 and the twelve months ended December 31, 2010. This adjustment is based upon the difference between the actual operating income for the Seven Hills Behavioral Center in the nine months ended September 30, 2011 and the twelve months ended December 31, 2010, respectively, and the operating income that we anticipate the facility will achieve when it operates at expected levels.

(j) Represents rent payments relating to PHC's subsidiary, Detroit Behavioral Institute, Inc. (d/b/a Capstone Academy), as if the leased property had been owned by PHC throughout the periods presented. PHC currently leases the Capstone Academy property. The lessor financed the acquisition of the property through the issuance of notes to certain lenders. On November 13, 2010, PHC, through its subsidiary Detroit Behavioral Institute, Inc. (d/b/a Capstone Academy), purchased the notes from the lenders. The lessor was in default at the time PHC purchased the notes, and PHC initiated foreclosure proceedings in court. Upon completion of the foreclosure proceedings, the property will be owned by Acadia and rent expense will no longer be incurred.

(k) Acadia expects to realize annual cost savings of approximately $3.4 million beginning in fiscal 2012 as a result of the Merger and the elimination of certain redundant positions, professional services and other expenses, as well as the efficiencies of integrating corporate functions within a larger company framework.

We may not be able to achieve all of the expected benefits from the synergies and cost savings described in the table. This information is inherently uncertain and is not intended to represent what our financial position or results of operations might be for any future period. See "Risk Factors—Risks Relating to our Business—Our acquisition strategy exposes us to a variety of operational and financial risks—Benefits may not materialize."

RISK FACTORS

Participating in the Exchange Offer is subject to a number of important risks and uncertainties, some of which are described below. Any of the following risks could materially and adversely affect our business, financial condition, operating results and cash flows. Additional risks and uncertainties not currently known to us or that we currently deem immaterial may also materially adversely affect our business, financial condition, operating results and cash flows. In such cases, you may lose all or part of your investment in the notes. See "Forward-Looking Statements."

Risks Relating to the Exchange Offer

Because there is no public market for the Exchange Notes, you may not be able to resell your notes.

The Exchange Notes will be registered under the Securities Act, but will constitute a new issue of securities with no established trading market, and there can be no assurance as to:

- the liquidity of any trading market that may develop;
- the ability of holders to sell their Exchange Notes; or
- the price at which holders would be able to sell their Exchange Notes.

If a trading market were to develop, the Exchange Notes may trade at higher or lower prices than their principal amount or purchase price, depending on many factors, including prevailing interest rates, the market for similar securities and our financial performance.

We understand that the initial purchaser presently intends to make a market in the Exchange Notes. However, it is not obligated to do so and any market marking with respect to the Exchange Notes may be discontinued at any time without notice. In addition, market-making will be subject to the limits imposed by the Securities Act and the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations promulgated thereunder, and may be limited during the pendency of the Exchange Offer or the effectiveness of the registration statement.

We offered the Outstanding Notes in reliance upon an exemption from registration under the Securities Act and applicable state securities laws. Therefore, the Outstanding Notes may be transferred or resold only in a transaction registered under or exempt from the Securities Act and applicable state securities laws. We are conducting the Exchange Offer pursuant to an effective registration statement, whereby we are offering to exchange the Outstanding Notes for nearly identical notes that you will be able to trade without registration under the Securities Act provided you are not one of our affiliates. We cannot assure you that the Exchange Offer will be conducted in a timely fashion. Moreover, we cannot assure you that an active or liquid trading market for the Exchange Notes will develop. See "Exchange Offer."

You must comply with the exchange offer procedures in order to receive new, freely tradable Exchange Notes.

Delivery of Exchange Notes in exchange for Outstanding Notes tendered and accepted for exchange pursuant to the Exchange Offer will be made only after timely receipt by the exchange agent of book-entry transfer of Outstanding Notes into the exchange agent's account at DTC, as depositary, including an agent's message (as defined herein). We are not required to notify you of defects or irregularities in tenders of Outstanding Notes for exchange. Exchange Notes that are not tendered or that are tendered but we do not accept for exchange will, following consummation of the Exchange Offer, continue to be subject to the existing transfer restrictions under the Securities Act and, upon consummation of the Exchange Offer, certain registration and other rights under the Registration Rights Agreements will terminate. See "Exchange Offer—Procedures for Tendering Outstanding Notes" and "Exchange Offer—Consequences of Failure to Exchange."

Holders of Outstanding Notes who fail to exchange their Outstanding Notes in the Exchange Offer will continue to be subject to restrictions on transfer.

If you do not exchange your Outstanding Notes for Exchange Notes in the Exchange Offer, you will continue to be subject to the restrictions on transfer applicable to the Outstanding Notes. The restrictions on transfer of your Outstanding Notes arise because we issued the Outstanding Notes under exemptions from, or in transactions not subject to, the registration requirements of the Securities Act and applicable state securities laws. In general, you may only offer or sell the Outstanding Notes if they are registered under the Securities Act and applicable state securities laws, or offered and sold under an exemption from these requirements. We do not plan to register the Outstanding Notes under the Securities Act. For further information regarding the consequences of not tendering your Outstanding Notes in the Exchange Offer, see the section entitled "Exchange Offer—Consequences of Failure to Exchange."

Some holders who exchange their Outstanding Notes may be deemed to be underwriters, and these holders will be required to comply with the registration and prospectus delivery requirements in connection with any resale transaction.

If you exchange your Outstanding Notes in the Exchange Offer for the purpose of participating in a distribution of the Exchange Notes, you may be deemed to have received restricted securities and, if so, will be required to comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale transaction.

Risks Relating to the Exchange Notes

Our substantial indebtedness could adversely affect our financial health and prevent us from fulfilling our obligations under the notes and our other debt.

As of September 30, 2011, on an a pro forma basis to give effect to the Merger, as if it had occurred on September 30, 2011, we would have had approximately $285.6 million of total indebtedness, which includes $138.1 million of indebtedness under the Senior Secured Credit Facility and $147.5 million (net of a discount of $2.5 million) of indebtedness under the Outstanding Notes. Our substantial indebtedness could have important consequences to you. For example, it could:

- increase our vulnerability to general adverse economic and industry conditions;
- make it more difficult for us to satisfy our other financial obligations, including our obligations relating to the notes;
- restrict us from making strategic acquisitions or cause us to make non-strategic divestitures;
- require us to dedicate a substantial portion of our cash flow from operations to payments on our indebtedness (including scheduled repayments on our outstanding term loan borrowings under the Senior Secured Credit Facility), thereby reducing the availability of our cash flow to fund working capital, capital expenditures and other general corporate purposes;
- expose us to interest rate fluctuations because the interest on the debt relating to revolving borrowings under the Senior Secured Credit Facility is imposed at variable rates;
- make it more difficult for us to satisfy our obligations to our lenders, resulting in possible defaults on and acceleration of such indebtedness;
- limit our flexibility in planning for, or reacting to, changes in our business and the industry in which we operate;

- place us at a competitive disadvantage compared to our competitors that have less debt;
- limit our ability to borrow additional funds; and
- limit our ability to pay dividends, redeem stock or make other distributions.

In addition, the terms of the indenture governing the notes and the terms of the Senior Secured Credit Facility contain restrictive covenants that limit our ability to engage in activities that may be in our long-term best interests. Our failure to comply with those covenants could result in an event of default which, if not cured or waived, could result in the acceleration of all of our debts, including the notes.

Despite our current indebtedness level, we may still be able to incur significant additional amounts of debt, which could further exacerbate the risks associated with our substantial indebtedness.

We may be able to incur substantial additional indebtedness, including additional notes and other secured indebtedness, in the future. Although the indenture governing the notes and the Senior Secured Credit Facility contain restrictions on the incurrence of additional indebtedness, these restrictions are subject to a number of significant qualifications and exceptions, and under certain circumstances, the amount of indebtedness that could be incurred in compliance with these restrictions could be substantial. If new debt is added to our existing debt levels, the related risks that we now face would intensify and we may not be able to meet all our debt obligations, including the repayment of the notes. In addition, the indenture governing the notes and the agreement governing the Senior Secured Credit Facility do not prevent us from incurring obligations that do not constitute indebtedness under the agreements governing such debt.

To service our indebtedness, we will require a significant amount of cash. Our ability to generate cash depends on many factors beyond our control.

Our ability to make payments on and to refinance our indebtedness, including the notes, to fund planned capital expenditures and to maintain sufficient working capital will depend on our ability to generate cash in the future. This, to a certain extent, is subject to general economic, financial, competitive, legislative, regulatory and other factors that are beyond our control.

We cannot assure you that our business will generate sufficient cash flow from operations or that future borrowings will be available to us under the Senior Secured Credit Facility or from other sources in an amount sufficient to enable us to service our indebtedness, including the notes, or to fund our other liquidity needs. If our cash flows and capital resources are insufficient to allow us to make scheduled payments on our indebtedness, we may need to reduce or delay capital expenditures, sell assets, seek additional capital or restructure or refinance all or a portion of our indebtedness, including the Senior Secured Credit Facility and the notes, on or before the maturity thereof, sell assets, reduce or delay capital investments or seek to raise additional capital, any of which could have a material adverse effect on our operations. We cannot assure you that we will be able to refinance any of our indebtedness, including the Senior Secured Credit Facility and the notes, on commercially reasonable terms or at all, or that the terms of that indebtedness will allow any of the above alternative measures or that these measures would satisfy our scheduled debt service obligations. If we are unable to generate sufficient cash flow to repay or refinance our debt on favorable terms, it could significantly adversely affect our financial condition, the value of our outstanding debt, including the notes, and our ability to make any required cash payments under our indebtedness, including the notes. Our ability to restructure or refinance our debt will depend on the condition of the capital markets and our financial condition at that time. Any refinancing of our debt could be at higher interest rates and may require us to comply with more onerous covenants, which could further restrict our business operations. In addition, the Senior Secured Credit Facility is secured by a lien on all of our assets, and any successor credit facility is likely to be secured on a similar basis. As such, our ability to refinance the notes or seek additional financing could be impaired as a result of such security interest.

We are subject to a number of restrictive covenants, which may restrict our business and financing activities.

The Senior Secured Credit Facility and the indenture governing the notes impose, and the terms of any future indebtedness may impose, operating and other restrictions on us. Such restrictions affect, and in many respects limit or prohibit, among other things, our and our subsidiaries' ability to:

- incur or guarantee additional indebtedness and issue certain preferred stock;
- pay dividends on our equity interests or redeem, repurchase or retire our equity interests or subordinated indebtedness;
- transfer or sell our assets:
- make certain payments or investments;
- make capital expenditures;
- create certain liens on assets;
- create restrictions on the ability of our subsidiaries to pay dividends or make other payments to us;
- engage in certain transactions with our affiliates; and
- merge or consolidate with other companies or transfer all or substantially all of our assets.

The Senior Secured Credit Facility also requires us to meet certain financial ratios, including a fixed charge coverage ratio and a consolidated leverage ratio. See "Description of Other Indebtedness."

The restrictions in the indenture governing the notes and the Senior Secured Credit Facility may prevent us from taking actions that we believe would be in the best interests of our business, and may make it difficult for us to successfully execute our business strategy or effectively compete with companies that are not similarly restricted. We also may incur future debt obligations that might subject us to additional restrictive covenants that could affect our financial and operational flexibility. Our ability to comply with these covenants in future periods will largely depend on the pricing of our products and services, our success at implementing cost reduction initiatives and our ability to successfully implement our overall business strategy. We cannot assure you that we will be granted waivers or amendments to these agreements if for any reason we are unable to comply with these agreements. The breach of any of these covenants and restrictions could result in a default under the indenture governing the notes or under the Senior Secured Credit Facility, which could result in an acceleration of our indebtedness.

Under certain circumstances a court could cancel the notes or the related guarantees under fraudulent conveyance laws.

Our issuance of the notes and the related guarantees may be subject to review under federal or state fraudulent transfer law. If we become a debtor in a case under the United States Bankruptcy Code or encounter other financial difficulty, a court might avoid (that is, cancel) our obligations under the notes. Although laws differ among various jurisdictions, in general, under fraudulent conveyance statutes, a court could invalidate the notes as a fraudulent conveyance, or could subordinate the notes to the debt owed to our existing or future creditors if it found that when we issued the notes or the debt being refinanced with the proceeds of the notes, (i) we received less than reasonably equivalent value or fair consideration and (ii) we either (1) were insolvent or were rendered insolvent, (2) were left with inadequate capital to conduct our business or (3) believed or reasonably should have believed that we would incur debts beyond our ability to pay as such debts matured. The court could also avoid the notes, without regard to factors (i) and (ii), if it found that we issued the notes with actual intent to hinder, delay or defraud our current or future creditors.

Similarly, if one of our guarantors becomes a debtor in a case under the United States Bankruptcy Code or encounters other financial difficulty, a court might cancel its guarantee if it finds that when such guarantor issued its guarantee (or in some jurisdictions, when payments became due under the guarantee) or when we issued the guarantee being refinanced with the proceeds of the notes, factors (i) and (ii) above applied to such guarantor, such guarantor was a defendant in an action for money damages or had a judgment for money damages docketed against it (if, in either case, after final judgment the judgment is unsatisfied), or if it found that such guarantor issued its guarantee with actual intent to hinder, delay or defraud its creditors.

In addition, a court could avoid any payment by us or any guarantor pursuant to the notes or a guarantee, and require the return of any payment or the return of any realized value to us or the guarantor, as the case may be, or to a fund for the benefit of the creditors of us or the guarantor. In addition, under the circumstances described above, a court could subordinate rather than avoid obligations under the notes or the guarantees. If the court were to avoid any guarantee, we cannot assure you that funds would be available to pay the notes from another guarantor or from any other source.

The test for determining solvency for purposes of the foregoing will vary depending on the law of the jurisdiction being applied. In general, a court would consider an entity insolvent if, at the time it incurs the indebtedness, either the sum of its existing debts exceeds the fair value of all of its property, its assets' present fair saleable value is less than the amount required to pay the probable liability on its existing debts as they become due, or it could not pay its debts as they become due. For this analysis, "debts" includes contingent and unliquidated debts.

The indenture governing the notes limits the liability of each guarantor on its guarantee to the maximum amount that such guarantor can incur without risk that its guarantee will be subject to avoidance as a fraudulent transfer. We cannot assure you that this limitation will protect such guarantees from fraudulent transfer challenges or, if it does, that the remaining amount due and collectible under the guarantees would suffice, if necessary, to pay the notes in full when due.

If a court avoided our obligations under the notes and the obligations of all of the guarantors under their guarantees, you would cease to be our creditor or creditor of the guarantors and likely have no source from which to recover amounts due under the notes. Even if the guarantee of a guarantor is not avoided as a fraudulent transfer, a court may subordinate the guarantee to that guarantor's other debt. In that event, the guarantees would be structurally subordinated to all of that guarantor's other debt.

If we default on our obligations to pay our indebtedness, we may not be able to make payments on the notes.

Any default under the agreements governing our indebtedness, including a default under the Senior Secured Credit Facility, and the remedies sought by the holders of such indebtedness, could adversely affect our ability to pay the principal, premium, if any, and interest on the notes and substantially decrease the market value of the notes. If we are unable to generate sufficient cash flows and are otherwise unable to obtain funds necessary to meet required payments of principal, premium, if any, and interest on our indebtedness, or if we otherwise fail to comply with the various covenants, including financial and operating covenants, in the instruments governing our indebtedness (including the Senior Secured Credit Facility), we would be in default under the terms of the agreements governing such indebtedness. In the event of such default, the holders of such indebtedness could elect to declare all the funds borrowed thereunder to be due and payable, the lenders under the Senior Secured Credit Facility could elect to terminate their commitments or cease making further loans and institute foreclosure proceedings against our assets, or we could be forced to apply all available cash flows to repay such indebtedness, and, in any such case, we could ultimately be forced into bankruptcy or liquidation. Because the indenture governing the notes and the agreement governing the Senior Secured Credit Facility have customary cross-default provisions, if the indebtedness under the notes or under the Senior Secured Credit Facility is accelerated, we may be unable to repay or refinance the amounts due.

The notes and the guarantees are not secured by any of our assets and are effectively subordinated to our and the guarantors' existing and future secured indebtedness.

The notes and the guarantees are general unsecured obligations ranking effectively junior in right of payment to all of our existing and future secured indebtedness and that of each guarantor, including indebtedness under the Senior Secured Credit Facility. Additionally, the indenture governing the notes permits us to incur additional secured indebtedness in the future. In the event that we or a guarantor is declared bankrupt, becomes insolvent or is liquidated or reorganized, any indebtedness that is effectively senior to the notes and the guarantees will be entitled to be paid in full from our assets or the assets of the guarantor, as applicable, securing such indebtedness before any payment may be made with respect to the notes or the affected guarantees. Holders of the notes will participate ratably with all holders of our unsecured indebtedness that is deemed to be of the same class as the notes, and potentially with all of our other general creditors, based upon the respective amounts owed to each holder or creditor, in our remaining assets. You may therefore not be fully repaid in the event we become insolvent or otherwise fail to make payments on the notes.

As of September 30, 2011, after giving effect to the Transactions, the notes and the guarantees would have been effectively subordinated to approximately $140.0 million of senior secured indebtedness under the Senior Secured Credit Facility.

The notes are structurally subordinated to the liabilities of our future subsidiaries that are not guarantors of the notes.

The notes are guaranteed on a senior unsecured basis by each of our subsidiaries that is a guarantor under the Senior Secured Credit Facility, and, subject to certain exceptions, each of our future domestic subsidiaries that incurs indebtedness. As of November 1, 2011, all of our existing subsidiaries were guarantors of the notes and the Senior Secured Credit Facility. The notes, however, will be structurally subordinated to indebtedness and other liabilities, including trade payables, of any of our future subsidiaries that are not guarantors of the notes.

The indenture governing the notes allows future non-guarantor subsidiaries to incur certain additional indebtedness in the future. In the event of a bankruptcy, liquidation or reorganization of any of our future non-guarantor subsidiaries, these non-guarantor subsidiaries will pay the holders of their debts, holders of their preferred equity interests and their trade creditors before they will be able to distribute any of their assets to us.

We may not be able to satisfy our obligations to holders of the notes upon a change of control or sale of assets.

Upon the occurrence of a change of control, as defined in the indenture governing the notes, we will be required to offer to purchase the notes at a price equal to 101% of the principal amount of such notes, together with any accrued and unpaid interest, to the date of purchase. See "Description of the Exchange Notes—Repurchase at the Option of Holders—Change of Control."

In addition, upon the occurrence of an asset sale, as defined in the indenture, we may be required to offer to purchase the notes at a price equal to 100% of the principal amount of such notes, together with any accrued and unpaid interest, to the date of purchase. See "Description of the Exchange Notes—Repurchase at the Option of Holders—Asset Sales."

We cannot assure you that, if a change of control or asset sale occurs, we will have available funds sufficient to make an offer to purchase, and pay the change of control purchase price or asset sale purchase price to any or all of the holders of the notes seeking to receive and accept the change of control offer or asset sale offer. If we are required to purchase notes pursuant to a change of control offer or asset sale offer, we would be required to seek third-party financing to the extent we do not have available funds to meet our purchase obligations. There can be no assurance that we will be able to obtain such financing on acceptable terms to us or

at all. Accordingly, none of the holders of the notes may receive the change of control purchase price or asset sale purchase price for their notes. Our failure to make or consummate the change of control offer or asset sale offer, or to pay the change of control purchase price or asset sale purchase price when due would be a default under the indenture governing the notes, which would also be a default under the Senior Secured Credit Facility.

In addition, the events that constitute a change of control or asset sale under the indenture may also be events of default under the Senior Secured Credit Facility. These events may permit the lenders under the Senior Secured Credit Facility to accelerate the debt outstanding thereunder and, if such debt is not paid, to enforce security interests in our specified assets, thereby limiting our ability to raise cash to purchase the notes and reducing the practical benefit of the offer-to-purchase provisions to the holders of the notes.

One of the circumstances under which a change of control may occur is upon the sale or disposition of all or substantially all of our assets. However, the phrase "all or substantially all" will likely be interpreted under applicable state law and will be dependent upon particular facts and circumstances. As a result, there may be a degree of uncertainty in ascertaining whether a sale or disposition of "all or substantially all" of our capital stock or assets has occurred, in which case, the ability of a holder of the notes to obtain the benefit of an offer to repurchase all or a portion of the notes held by such holder may be impaired. See "Description of the Exchange Notes—Repurchase at the Option of Holders—Change of Control."

The trading prices of the notes will be directly affected by our ratings with major credit rating agencies, the prevailing interest rates being paid by companies similar to us, and the overall condition of the financial and credit markets.

The trading prices of the notes in the secondary market will be directly affected by our ratings with major credit rating agencies, the prevailing interest rates being paid by companies similar to us, and the overall condition of the financial and credit markets. It is impossible to predict the prevailing interest rates or the condition of the financial and credit markets. Credit rating agencies continually revise their ratings for companies that they follow, including us. Any ratings downgrade could adversely affect the trading price of the notes or the trading market for the notes, to the extent a trading market for the notes develops. The condition of the financial and credit markets and prevailing interest rates have fluctuated in the past and are likely to fluctuate in the future.

Risks Relating to Our Business

Our revenues and results of operations are significantly affected by payments received from the government and third-party payors.

A significant portion of our revenues is from the government, principally Medicare and Medicaid. significant portion of our revenues is from the government, principally Medicare and Medicaid. For the year ended December 31, 2010, Acadia derived approximately 68% of its revenues (on a pro forma basis giving effect to the YFCS acquisition) from the Medicare and Medicaid programs. PHC derived approximately 27% of its revenues from such programs for the fiscal year ended June 30, 2011 (on a pro forma basis giving effect to the MeadowWood acquisition). Changes in government health care programs may reduce the reimbursement we receive and could adversely affect our business and results of operations.

Changes in these government programs in recent years have resulted in limitations on reimbursement and, in some cases, reduced levels of reimbursement for healthcare services. Payments from federal and state government programs are subject to statutory and regulatory changes, administrative rulings, interpretations and determinations, requirements for utilization review, and federal and state funding restrictions, all of which could materially increase or decrease program payments, as well as affect the cost of providing service to patients and the timing of payments to facilities. We are unable to predict the effect of recent and future policy changes on our operations. In addition, since most states operate with balanced budgets and since the Medicaid program is often a state's largest program, some states can be expected to enact or consider enacting legislation formulated to

reduce their Medicaid expenditures. Furthermore, the current economic downturn has increased the budgetary pressures on the federal government and many states, which may negatively affect the availability of taxpayer funds for Medicare and Medicaid programs. If the rates paid or the scope of services covered by government payors are reduced, there could be a material adverse effect on our business, financial position and results of operations.

On August 2, 2011, the Budget Control Act of 2011 (the "Budget Control Act") was enacted into law. The Budget Control Act imposes annual spending limits on many federal agencies and programs aimed at reducing budget deficits by $917 billion between 2012 and 2021, according to a report released by the Congressional Budget Office. The Budget Control Act also establishes a bipartisan joint select committee of Congress that is responsible for developing recommendations to reduce future federal budget deficits by an additional $1.2 trillion over 10 years. On November 21, 2011, the co-chairs of the joint select committee announced that they would be unable to reach bipartisan agreement before the committee's deadline of November 23, 2011. As a result of the committee's failure to reach agreement, across-the-board cuts to mandatory and discretionary federal spending will be automatically implemented as of January 2013 unless Congress acts to amend, delay or otherwise terminate the automatic reductions set forth in the Budget Control Act, which could result in reductions of payments to Medicare providers of up to 2%. We cannot predict if reductions to future Medicare or other government payments to providers will be implemented as a result of the Budget Control Act or what impact, if any, the Budget Control Act will have on our business or results of operations.

In addition to changes in government reimbursement programs, our ability to negotiate favorable contracts with private payors, including managed care providers, significantly affects the revenues and operating results of our facilities.

We expect continued third-party efforts to aggressively manage reimbursement levels and cost controls. Reductions in reimbursement amounts received from third-party payors could have a material adverse effect on our financial position and our results of operations.

A worsening of the economic and employment conditions in the United States could materially affect our business and future results of operations.

During periods of high unemployment, governmental entities often experience budget deficits as a result of increased costs and lower than expected tax collections. These budget deficits at the federal, state and local levels have decreased, and may continue to decrease, spending for health and human service programs, including Medicare and Medicaid, which are significant payor sources for our facilities. In periods of high unemployment, we also face the risk of potential declines in the population covered under managed care agreements, patient decisions to postpone or decide against receiving behavioral health services, potential increases in the uninsured and underinsured populations we serve and further difficulties in collecting patient co-payment and deductible receivables.

Furthermore, the availability of liquidity and credit to fund the continuation and expansion of many business operations worldwide has been limited in recent years. Our ability to access the capital markets on acceptable terms may be severely restricted at a time when we would like, or need, access to those markets, which could have a negative impact on our growth plans, our flexibility to react to changing economic and business conditions and our ability to refinance existing debt (including indebtedness under the Senior Secured Credit Facility). The current economic downturn or other economic conditions could also adversely affect the counterparties to our agreements, including the lenders under the Senior Secured Credit Facility, causing them to fail to meet their obligations to us.

If we fail to comply with extensive laws and government regulations, we could suffer penalties or be required to make significant changes to our operations.

Our industry is required to comply with extensive and complex laws and regulations at the federal, state and local government levels relating to, among other things: billing practices and prices for services; relationships with psychiatrists, physicians and other referral sources; necessity and quality of medical care; condition and adequacy of facilities; qualifications of medical and support personnel; confidentiality, maintenance and security issues associated with health-related information and patient personal information and medical records; the screening, stabilization and/or transfer of patients who have emergency medical conditions; certification, licensure and accreditation of our facilities; operating policies and procedures, activities regarding competitors; and addition or expansion of facilities and services.

Among these laws are the Anti-Kickback Statute, the Stark Law, the federal False Claims Act and similar state laws. These laws, and particularly the Anti-Kickback Statute and the Stark Law, impact the relationships that we may have with psychiatrists and other referral sources. We have a variety of financial relationships with physicians who refer patients to our facilities, including employment contracts, leases and professional service agreements. These laws govern those relationships. The Office of the Inspector General of the Department of Health and Human Services has enacted safe harbor regulations that outline practices that are deemed protected from prosecution under the Anti-Kickback Statute. While we endeavor to comply with applicable safe harbors, certain of our current arrangements with physicians and other referral sources may not qualify for safe harbor protection. Failure to meet a safe harbor does not mean that the arrangement necessarily violates the Anti-Kickback Statute, but may subject it to greater scrutiny. We cannot offer assurances that practices that are outside of a safe harbor will not be found to violate the Anti-Kickback Statute. Allegations of violations of the Anti-Kickback Statute may be brought under the federal Civil Monetary Penalty Law, which requires a lower burden of proof than other fraud and abuse laws, including the Anti-Kickback Statute.

These laws and regulations are extremely complex, and, in many cases, we do not have the benefit of regulatory or judicial interpretation. In the future, it is possible that different interpretations or enforcement of these laws and regulations could subject our current or past practices to allegations of impropriety or illegality or could require us to make changes in our facilities, equipment, personnel, services, capital expenditure programs and operating expenses. A determination that we have violated one or more of these laws could subject us to liabilities, including civil penalties (including the loss of our licenses to operate one or more facilities), exclusion of one or more facilities from participation in the Medicare, Medicaid and other federal and state health care programs and, for violations of certain laws and regulations, criminal penalties. Even the public announcement that we are being investigated for possible violations of these laws could have a material adverse effect on our business, financial condition or results of operations, and our business reputation could suffer. In addition, we cannot predict whether other legislation or regulations at the federal or state level will be adopted, what form such legislation or regulations may take or what their impact on us may be.

We may be required to spend substantial amounts to comply with legislative and regulatory initiatives relating to privacy and security of patient health information and standards for electronic transactions.

There are currently numerous legislative and regulatory initiatives at the federal and state levels addressing patient privacy and security concerns. In particular, federal regulations issued under the Health Insurance Portability and Accountability Act of 1996, or HIPAA, require our facilities to comply with standards to protect the privacy, security and integrity of health care information. These regulations have imposed extensive administrative requirements, technical and physical information security requirements, restrictions on the use and disclosure of individually identifiable patient health and related financial information and have provided patients with additional rights with respect to their health information. Compliance with these regulations requires substantial expenditures, which could negatively impact our financial results. In addition, our management has spent, and may spend in the future, substantial time and effort on compliance measures.

Violations of the privacy and security regulations could subject our inpatient facilities to civil penalties of up to $25,000 per calendar year for each provision contained in the privacy and security regulations that are violated and criminal penalties of up to $250,000 per violation for certain other violations, in each case with the size of such penalty based on certain factors. Because there is no significant history of enforcement efforts by the federal government at this time, it is not possible to ascertain the likelihood of enforcement efforts in connection with these regulations or the potential for fines and penalties that may result from the violation of the regulations.

We may be subject to liabilities from claims brought against our facilities.

We are subject to medical malpractice lawsuits and other legal actions in the ordinary course of business. Some of these actions may involve large claims, as well as significant defense costs. We cannot predict the outcome of these lawsuits or the effect that findings in such lawsuits may have on us. All professional and general liability insurance we purchase is subject to policy limitations. We believe that, based on our past experience and actuarial estimates, our insurance coverage is adequate considering the claims arising from the operations of our facilities. While we continuously monitor our coverage, our ultimate liability for professional and general liability claims could change materially from our current estimates. If such policy limitations should be partially or fully exhausted in the future, or payments of claims exceed our estimates or are not covered by our insurance, it could have a material adverse effect on our operations.

We have been and could become the subject of governmental investigations, regulatory actions and whistleblower lawsuits.

Healthcare companies are subject to numerous investigations by various governmental agencies. Further, under the federal False Claims Act, private parties are permitted to bring qui tam or “whistleblower” lawsuits against companies that submit false claims for payments to, or improperly retain overpayments from, the government. Because qui tam lawsuits are filed under seal, we could be named in one or more such lawsuits of which we are not aware.

Certain of our facilities have received, and other facilities may receive, government inquiries from, and may be subject to investigation by, federal and state agencies. Depending on whether the underlying conduct in these or future inquiries or investigations could be considered systemic, their resolution could have a material adverse effect on our financial position, results of operations and liquidity.

If any of our existing health care facilities lose their accreditation or any of our new facilities fail to receive accreditation, such facilities could become ineligible to receive reimbursement under Medicare or Medicaid.

The construction and operation of healthcare facilities are subject to extensive federal, state and local regulation relating to, among other things, the adequacy of medical care, equipment, personnel, operating policies and procedures, fire prevention, rate-setting and compliance with building codes and environmental protection. Additionally, such facilities are subject to periodic inspection by government authorities to assure their continued compliance with these various standards. If we fail to adhere to these standards, we could be subject to monetary and operational penalties.

We are subject to uncertainties regarding recent health care reform, which represents a significant change to the health care industry.

On March 23, 2010, President Obama signed into law the Patient Protection and Affordable Care Act (the “PPACA”). The Healthcare and Education Reconciliation Act of 2010 (the “Reconciliation Act”), which contains a number of amendments to the PPACA, was signed into law on March 30, 2010. Two primary goals of the PPACA, combined with the Reconciliation Act (collectively referred to as the “Health Reform Legislation”), are to provide for increased access to coverage for healthcare and to reduce healthcare-related expenses.

The expansion of health insurance coverage under the Health Reform Legislation may increase the number of patients using our facilities who have either private or public program coverage. In addition, a disproportionately large percentage of new Medicaid coverage is likely to be in states that currently have relatively low income eligibility requirements and may include states where we have facilities. Furthermore, as a result of the Health Reform Legislation, there may be a reduction in uninsured patients, which should reduce our expense from uncollectible accounts receivable.

Notwithstanding the foregoing, the Health Reform Legislation makes a number of other changes to Medicare and Medicaid which we believe may have an adverse impact on us. The Health Reform Legislation revises reimbursement under the Medicare and Medicaid programs to emphasize the efficient delivery of high quality care and contains a number of incentives and penalties under these programs to achieve these goals. The Health Reform Legislation provides for decreases in the annual market basket update for federal fiscal years 2010 through 2019, a productivity offset to the market basket update beginning October 1, 2011 for Medicare Part B reimbursable items and services and beginning October 1, 2012 for Medicare inpatient hospital services. The Health Reform Legislation will reduce Medicare and Medicaid disproportionate share payments beginning in 2014, which would adversely impact the reimbursement we receive under these programs.

The various provisions in the Health Reform Legislation that directly or indirectly affect reimbursement are scheduled to take effect over a number of years. Health Reform Legislation provisions are likely to be affected by the incomplete nature of implementing regulations or expected forthcoming interpretive guidance, gradual implementation, future legislation, and possible judicial nullification of all or certain provisions of the Health Reform Legislation. Further Health Reform Legislation provisions, such as those creating the Medicare Shared Savings Program and the Independent Payment Advisory Board, create certain flexibilities in how healthcare may be reimbursed by federal programs in the future. Thus, we cannot predict the impact of the Health Reform Legislation on our future reimbursement at this time.

The Health Reform Legislation also contains provisions aimed at reducing fraud and abuse in healthcare. The Health Reform Legislation amends several existing laws, including the federal Anti-Kickback Statute (the “Anti-Kickback Statute”) and the False Claims Act, making it easier for government agencies and private plaintiffs to prevail in lawsuits brought against healthcare providers. Congress revised the intent requirement of the Anti-Kickback Statute to provide that a person is not required to “have actual knowledge or specific intent to commit a violation of” the Anti-Kickback Statute in order to be found guilty of violating such law. The Health Reform Legislation also provides that any claims for items or services that violate the Anti-Kickback Statute are also considered false claims for purposes of the federal civil False Claims Act. The Health Reform Legislation provides that a healthcare provider that knowingly retains an overpayment in excess of 60 days is subject to the federal civil False Claims Act. The Health Reform Legislation also expands the Recovery Audit Contractor program to Medicaid. These amendments also make it easier for severe fines and penalties to be imposed on healthcare providers that violate applicable laws and regulations.

The impact of the Health Reform Legislation on each of our facilities may vary. Because the Health Reform Legislation provisions are effective at various times over the next several years and in light of federal lawsuits challenging the constitutionality of the Health Reform Legislation, we anticipate that many of the provisions in the Health Reform Legislation may be subject to further revision or judicial nullification. We cannot predict the impact the Health Reform Legislation may have on our business, results of operations, cash flow, capital resources and liquidity, or whether we will be able to successfully adapt to the changes required by the Health Reform Legislation.

We operate in a highly competitive industry, and competition may lead to declines in patient volumes.

The healthcare industry is highly competitive, and competition among healthcare providers (including hospitals) for patients, psychiatrists and other healthcare professionals has intensified in recent years. There are other healthcare facilities that provide behavioral and other mental health services comparable to at least some of

those offered by our facilities in each of the geographical areas in which we operate. Some of our competitors are owned by tax-supported governmental agencies or by nonprofit corporations and may have certain financial advantages not available to us, including endowments, charitable contributions, tax-exempt financing and exemptions from sales, property and income taxes.

If our competitors are better able to attract patients, recruit and retain psychiatrists, physicians and other healthcare professionals, expand services or obtain favorable managed care contracts at their facilities, we may experience a decline in patient volume and our business may be harmed.

The trend by insurance companies and managed care organizations to enter into sole source contracts may limit our ability to obtain patients.

Insurance companies and managed care organizations are entering into sole source contracts with healthcare providers, which could limit our ability to obtain patients since we do not offer the range of services required for these contracts. Moreover, private insurers, managed care organizations and, to a lesser extent, Medicaid and Medicare, are beginning to carve-out specific services, including mental health and substance abuse services, and establish small, specialized networks of providers for such services at fixed reimbursement rates. Continued growth in the use of carve-out arrangements could materially adversely affect our business to the extent we are not selected to participate in such smaller specialized networks or if the reimbursement rate is not adequate to cover the cost of providing the service.

Our performance depends on our ability to recruit and retain quality psychiatrists and other physicians.

The success and competitive advantage of our facilities depends, in part, on the number and quality of the psychiatrists and other physicians on the medical staffs of our facilities and our maintenance of good relations with those medical professionals. Although we employ psychiatrists and other physicians at many of our facilities, psychiatrists and other physicians generally are not employees of our facilities, and, in a number of our markets, they have admitting privileges at hospitals providing acute or inpatient behavioral health services. Such physicians (including psychiatrists) may terminate their affiliation with us at any time or admit their patients to competing healthcare facilities or hospitals. If we are unable to attract and retain sufficient numbers of quality psychiatrists and other physicians by providing adequate support personnel and facilities that meet the needs of those psychiatrists and other physicians, they may be discouraged from referring patients to our facilities and our results of operations may decline.

It may become difficult for us to attract and retain an adequate number of psychiatrists and other physicians to practice in certain of the communities in which our facilities are located. Our failure to recruit psychiatrists and other physicians to these communities or the loss of such medical professionals in these communities could make it more difficult to attract patients to our facilities and thereby may have a material adverse effect on our business, financial condition and results of operations.

Additionally, our ability to recruit psychiatrists and other physicians is closely regulated. The form, amount and duration of assistance we can provide to recruited psychiatrists and other physicians is limited by the federal physician self-referral law (the “Stark Law”), the Anti-Kickback Statute, state anti-kickback statutes, and related regulations. For example, the Stark Law requires, among other things, that recruitment assistance can only be provided to psychiatrists and other physicians who meet certain geographic and practice requirements, that the amount of assistance cannot be changed during the term of the recruitment agreement, and that the recruitment payments cannot generally benefit psychiatrists and other physicians currently in practice in the community beyond recruitment costs actually incurred by them.

Our facilities face competition for staffing that may increase our labor costs and reduce our profitability.

Our operations depend on the efforts, abilities, and experience of our management and medical support personnel, including our therapists, nurses, pharmacists and mental health technicians, as well as our psychiatrists

and other physicians. We compete with other healthcare providers in recruiting and retaining qualified management, physicians (including psychiatrists) and support personnel responsible for the daily operations of our facilities.

The nationwide shortage of nurses and other medical support personnel has been a significant operating issue facing us and other healthcare providers. This shortage may require us to enhance wages and benefits to recruit and retain nurses and other medical support personnel or require us to hire more expensive temporary or contract personnel. In addition, certain of our facilities are required to maintain specified nurse-staffing levels. To the extent we cannot meet those levels, we may be required to limit the services provided by these facilities, which would have a corresponding adverse effect on our net operating revenues.

Increased labor union activity is another factor that could adversely affect our labor costs. To date, labor unions represent employees at only five of our 34 facilities. Although we are not aware of any union organizing activity at any of our other facilities, we are unable to predict whether any such activity will take place in the future. To the extent that a greater portion of our employee base unionizes, it is possible that our labor costs could increase materially.

We cannot predict the degree to which we will be affected by the future availability or cost of attracting and retaining talented medical support staff. If our general labor and related expenses increase, we may not be able to raise our rates correspondingly. Our failure to either recruit and retain qualified management, nurses and other medical support personnel or control our labor costs could harm our results of operations.

We depend heavily on key management personnel, and the departure of one or more of our key executives or a significant portion of our local facility management personnel could harm our business.

The expertise and efforts of our senior executives and the chief executive officer, chief financial officer, medical director, physicians and other key members of our facility management personnel are critical to the success of our business. The loss of the services of one or more of our senior executives or of a significant portion of our facility management personnel could significantly undermine our management expertise and our ability to provide efficient, quality healthcare services at our facilities, which could harm our business.

In addition, while our management was successful in operating and expanding PSI, there can be no assurance that they will be able to duplicate that success at Acadia.

We could face risks associated with, or arising out of, environmental, health and safety laws and regulations.

We are subject to various federal, state and local laws and regulations that:

- regulate certain activities and operations that may have environmental or health and safety effects, such as the generation, handling and disposal of medical wastes,
- impose liability for costs of cleaning up, and damages to natural resources from, past spills, waste disposals on and off-site, or other releases of hazardous materials or regulated substances, and
- regulate workplace safety.

Compliance with these laws and regulations could increase our costs of operation. Violation of these laws may subject us to significant fines, penalties or disposal costs, which could negatively impact our results of operations, financial position or cash flows. We could be responsible for the investigation and remediation of environmental conditions at currently or formerly operated or leased sites, as well as for associated liabilities, including liabilities for natural resource damages, third party property damage or personal injury resulting from lawsuits that could be brought by the government or private litigants, relating to our operations, the operations of

facilities or the land on which our facilities are located. We may be subject to these liabilities regardless of whether we lease or own the facility, and regardless of whether such environmental conditions were created by us or by a prior owner or tenant, or by a third party or a neighboring facility whose operations may have affected such facility or land. That is because liability for contamination under certain environmental laws can be imposed on current or past owners or operators of a site without regard to fault. We cannot assure you that environmental conditions relating to our prior, existing or future sites or those of predecessor companies whose liabilities we may have assumed or acquired will not have a material adverse affect on our business.

Our acquisition strategy exposes us to a variety of operational and financial risks.

A principal element of our business strategy is to grow by acquiring other companies and assets in the behavioral health industry. Growth, especially rapid growth, through acquisitions exposes us to a variety of operational and financial risks. We summarize the most significant of these risks below.

Integration risks.

We must integrate our acquisitions with our existing operations. This process includes the integration of the various components of our business (including the following) and of the businesses we have acquired or may do so in the future:

- additional psychiatrists, other physicians and employees who are not familiar with our operations;
- patients who may elect to switch to another behavioral health care provider;
- regulatory compliance programs; and
- disparate operating, information and record keeping systems and technology platforms.

Integrating a new facility could be expensive and time consuming and could disrupt our ongoing business, negatively affect cash flow and distract management and other key personnel from day-to-day operations.

We may not be able to combine successfully the operations of recently acquired PHC with our operations, and, even if such integration is accomplished, we may never realize the potential benefits of the acquisition. The integration of acquisitions, including PHC, with our operations requires significant attention from management, may impose substantial demands on our operations or other projects and may impose challenges on the combined business including, but not limited to, consistencies in business standards, procedures, policies and business cultures. The PHC integration, which began in earnest upon the closing of the Merger, also involves a capital outlay, and the return that we achieved on any capital invested may be less than the return that we would achieve on our other projects or investments. Although the YFCS and PHC integrations are underway, they are not complete. If we fail to complete these integrations, we may never fully realize the potential benefits of the related acquisitions.

Benefits may not materialize.

When evaluating potential acquisition targets, we identify potential synergies and cost savings that we expect to realize upon the successful completion of the acquisition and the integration of the related operations. We may, however, be unable to achieve or may otherwise never realize the expected benefits. In connection with the Merger, the expected improvements to our revenue base result from a rate increase on one of our contracts effective in March 2011 and the expansion of one of our existing contracts in December 2010. In an effort to illustrate the impact of these items on our operating income, we have made an estimate of the impact of these improvements for the twelve months ended June 30, 2011, even though they were not effective for that entire

period. In addition, we have made an estimate of the future operating income we expect to earn once the Seven Hills Behavioral Center is operating at expected levels. The Seven Hills Behavioral Center was opened in the fourth quarter of 2008 and became CMS certified in July 2010. See "Acadia Management's Discussion and Analysis of Financial Condition and Results of Operations—Anticipated Synergies, Cost Savings and Revenue Improvements." Although these estimates are presented in "Acadia Management's Discussion and Analysis of Financial Condition and Results of Operations—Anticipated Synergies, Cost Savings and Revenue Improvements" with numerical specificity, they are inherently uncertain and are not intended to represent what our financial position or results of operations might be for any future period. Our ability to realize the expected benefits from these improvements are subject to significant business, economic and competitive uncertainties and contingencies, many of which are beyond our control, such as changes to government regulation governing or otherwise impacting the behavioral health care industry, reductions in reimbursement rates from third party payors, reductions in service levels under our contracts, operating difficulties, client preferences, changes in competition and general economic or industry conditions. If we are unsuccessful in implementing these improvements or if we do not achieve our expected results, it may adversely impact our results of operations.

Assumptions of unknown liabilities

Facilities that we acquire may have unknown or contingent liabilities, including, but not limited to, liabilities for failure to comply with healthcare laws and regulations. Although we typically attempt to exclude significant liabilities from our acquisition transactions and seek indemnification from the sellers of such facilities for at least a portion of these matters, we may experience difficulty enforcing those obligations or we may incur material liabilities for the past activities of acquired facilities. Such liabilities and related legal or other costs and/or resulting damage to a facility's reputation could negatively impact our business.

Competing for acquisitions

We face competition for acquisition candidates primarily from other for-profit healthcare companies, as well as from not-for-profit entities. Some of our competitors have greater resources than we do. As a result, we may pay more to acquire a target business or may agree to less favorable deal terms than we would have otherwise. Our principal competitors for acquisitions have included Universal Health Services, Inc. ("UHS"), Aurora Behavioral Health Care ("Aurora") and Ascend Health Corporation ("Ascend"). Also, suitable acquisitions may not be accomplished due to unfavorable terms.

Further, the cost of an acquisition could result in a dilutive effect on our results of operations, depending on various factors, including the amount paid for an acquired facility, the acquired facility's results of operations, the fair value of assets acquired and liabilities assumed, effects of subsequent legislation and limits on rate increases.

Managing growth

Some of the facilities we have acquired or may acquire in the future may have had significantly lower operating margins than the facilities we operated prior to the time of our acquisition thereof or had operating losses prior to such acquisition. If we fail to improve the operating margins of the facilities we acquire, operate such facilities profitably or effectively integrate the operations of the acquired facilities, our results of operations could be negatively impacted.

State efforts to regulate the construction or expansion of health care facilities could impair our ability to operate and expand our operations.

A majority of the states in which we operate facilities have enacted Certificates of Need ("CON") laws that regulate the construction or expansion of healthcare facilities, certain capital expenditures or changes in services or bed capacity. In giving approval for these actions, these states consider the need for additional or

expanded healthcare facilities or services. Our failure to obtain necessary state approval could (i) result in our inability to acquire a targeted facility, complete a desired expansion or make a desired replacement, (ii) make a facility ineligible to receive reimbursement under the Medicare or Medicaid programs or (iii) result in the revocation of a facility's license or impose civil or criminal penalties on us, any of which could harm our business.

In addition, significant CON reforms have been proposed in a number of states that would increase the capital spending thresholds and provide exemptions of various services from review requirements. In the past, we have not experienced any material adverse effects from such requirements, but we cannot predict the impact of these changes upon our operations.

Controls designed to reduce inpatient services may reduce our revenues.

Controls imposed by Medicare, Medicaid and commercial third-party payors designed to reduce admissions and lengths of stay, commonly referred to as "utilization review," have affected and are expected to continue to affect our facilities. Utilization review entails the review of the admission and course of treatment of a patient by health plans. Inpatient utilization, average lengths of stay and occupancy rates continue to be negatively affected by payor-required preadmission authorization and utilization review and by payor pressure to maximize outpatient and alternative healthcare delivery services for less acutely ill patients. Efforts to impose more stringent cost controls are expected to continue. For example, the Health Reform Legislation potentially expands the use of prepayment review by Medicare contractors by eliminating statutory restrictions on its use. Utilization review is also a requirement of most non-governmental managed-care organizations and other third-party payors. Although we are unable to predict the effect these controls and changes will have on our operations, significant limits on the scope of services reimbursed and on reimbursement rates and fees could have a material adverse effect on our business and results of operations.

Different interpretations of accounting principles could have a material adverse effect on our results of operations or financial condition.

Generally accepted accounting principles are complex, continually evolving and may be subject to varied interpretation by us, our independent registered public accounting firm and the SEC. Such varied interpretations could result from differing views related to specific facts and circumstances. Differences in interpretation of generally accepted accounting principles could have a material adverse effect on our financial position or results of operations.

Although we have facilities in 18 states, we have substantial operations in each of Arkansas, Indiana, Michigan, Mississippi and Nevada, which makes us especially sensitive to regulatory, economic, environmental and competitive conditions and changes in those states.

We currently operate 34 treatment facilities, 18 of which are located in Arkansas, Indiana, Michigan, Mississippi or Nevada. Our revenues in those states represented approximately 53% of our consolidated revenue for the year ended December 31, 2010 (on a pro forma basis giving effect to the YFCS acquisition and the Merger, including PHC's acquisition of MeadowWood). This concentration makes us particularly sensitive to legislative, regulatory, economic, environmental and competition changes in those states. Any material change in the current payment programs or regulatory, economic, environmental or competitive conditions in these states could have a disproportionate effect on our overall business results.

In addition, our facilities in Florida, Louisiana and Mississippi and other areas across the Gulf Coast (including Texas) are located in hurricane-prone areas. In the past, hurricanes have had a disruptive effect on the operations of our facilities in the Gulf Coast and the patient populations in those states. Our business activities could be significantly disrupted by a particularly active hurricane season or even a single storm, and our property insurance may not be adequate to cover losses from such storms or other natural disasters.

An increase in uninsured and underinsured patients or the deterioration in the collectability of the accounts of such patients could harm our results of operations.

Collection of receivables from third-party payors and patients is critical to our operating performance. Our primary collection risks relate to uninsured patients and the portion of the bill that is the patient's responsibility, which primarily includes co-payments and deductibles. We estimate our provisions for doubtful accounts based on general factors such as payor source, the agings of the receivables and historical collection experience. At December 31, 2010, our allowance for doubtful accounts represented approximately 19% of our accounts receivable balance as of such date (calculated on a pro forma basis to give effect to the YFCS acquisition, the MeadowWood acquisition and the Merger). We routinely review accounts receivable balances in conjunction with these factors and other economic conditions that might ultimately affect the collectability of the patient accounts and make adjustments to our allowances as warranted. Significant changes in business office operations, payor mix, economic conditions or trends in federal and state governmental health coverage (including implementation of the Health Reform Legislation) could affect our collection of accounts receivable, cash flow and results of operations. If we experience unexpected increases in the growth of uninsured and underinsured patients or in bad debt expenses, our results of operations will be harmed.

Failure to achieve and maintain effective internal control over financial reporting in accordance with Section 404 of the Sarbanes-Oxley Act of 2002 ("Sarbanes-Oxley") could have a material and adverse effect on our business.

Historically, as a privately-held company, we were not required to maintain internal control over financial reporting in a manner that meets the standards of publicly traded companies required by Section 404 of Sarbanes-Oxley, standards that, as a newly public company, we will be required to meet in the course of preparing our consolidated financial statements in the future. If we are not able to implement the requirements of Section 404 of Sarbanes-Oxley in a timely manner or with adequate compliance, our independent registered public accounting firm may not be able to attest to the adequacy of our internal control over financial reporting. If we are unable to maintain adequate internal control over financial reporting, we may be unable to report our financial information on a timely basis, may suffer adverse regulatory consequences or violations of applicable stock exchange listing rules and may breach the covenants under the Senior Secured Credit Facility and the Outstanding Notes. There could also be a negative reaction in the financial markets due to a loss of investor confidence in us and the reliability of our financial statements. Confidence in our financial statements is also likely to suffer if we or our independent registered public accounting firm report a material weakness in our internal control over financial reporting. In addition, we will incur incremental costs in order to improve our internal control over financial reporting and comply with Section 404 of Sarbanes-Oxley, including increased auditing and legal fees.

We are a "controlled company," controlled by Waud Capital Partners, whose interest in our business may be different from ours or yours.

Waud Capital Partners controls approximately 78.3% of the voting power of our common stock and is able to elect a majority of our board of directors in accordance with the terms of the stockholders agreement that we entered into with Waud Capital Partners and certain members of our management upon the closing of the Merger. For so long as Waud Capital Partners owns at least 17.5% of our outstanding common stock, it has the right to designate a majority of our board of directors and consent rights to many corporate actions, such as issuing equity or debt securities, paying dividends, acquiring any interest in another company and materially changing our business activities. See "Certain Relationships and Related Party Transactions—Stockholders Agreement." As a result of Waud Capital Partners' voting power, we are considered a "controlled company" for the purposes of the Nasdaq listing requirements. As a "controlled company," we are permitted to, and we do, opt out of the Nasdaq listing requirements that would otherwise require a majority of the members of our board of directors to be independent and require that we either establish a compensation committee and a nominating and governance committee, each comprised entirely of independent directors, or otherwise ensure that the

compensation of our executive officers and nominees for directors are determined or recommended to our board of directors by the independent members of our board of directors. The Nasdaq listing requirements are intended to ensure that directors who meet the independence standard are free of any conflicting interest that could influence their actions as directors. It is possible that the interests of Waud Capital Partners may in some circumstances conflict with our interests and the interests of our other stockholders.

Future sales of common stock by Acadia's existing stockholders may cause our stock price to fall.

The market price of our common stock could decline as a result of sales by our existing stockholders in the market, or the perception that these sales could occur. These sales might also make it more difficult for us to sell equity securities at a time and price that we deem appropriate.

Waud Capital Partners and certain of its affiliates, along with certain members of our management, have certain demand and piggyback registration rights with respect to shares of our common stock beneficially owned by them. The presence of additional shares of our common stock trading in the public market, as a result of the exercise of such registration rights, may have an adverse effect on the market price of Acadia's securities.

We incur substantial costs as a result of being a public company.

As a public company, we incur significant legal, accounting, insurance and other expenses, including costs associated with public company reporting requirements. We incur costs associated with complying with the requirements of Sarbanes-Oxley and related rules implemented by the SEC and Nasdaq. The expenses incurred by public companies generally for reporting and corporate governance purposes have been increasing. We expect these laws and regulations to increase our legal and financial compliance costs and to make some activities more time-consuming and costly, although we are currently unable to estimate these costs with any degree of certainty. Since we only became a publicly traded in November 2011, none of these costs are reflected in our historical financial statements. These laws and regulations could also make it more difficult or costly for us to obtain certain types of insurance, including director and officer liability insurance, and we may be forced to accept reduced policy limits and coverage or incur substantially higher costs to obtain the same or similar coverage. These laws and regulations could also make it more difficult for us to attract and retain qualified persons to serve on our board of directors, our board committees or as our executive officers. Furthermore, if we are unable to satisfy our obligations as a public company, we could be subject to delisting of our common stock, fines, sanctions and other regulatory action and potentially civil litigation.

FORWARD-LOOKING STATEMENTS

This prospectus contains "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Forward-looking statements include any statements that address future results or occurrences. In some cases you can identify forward-looking statements by terminology such as "may," "might," "will," "would," "should," "could" or the negative thereof. Generally, the words "anticipate," "believe," "continue," "expect," "intend," "estimate," "project," "plan" and similar expressions identify forward-looking statements. In particular, statements about our expectations, beliefs, plans, objectives, assumptions or future events or performance contained in this prospectus under the headings "Prospectus Summary," "Risk Factors," "Acadia Management's Discussion and Analysis of Financial Condition and Results of Operations," "PHC Management's Discussion and Analysis of Financial Condition and Results of Operations" and "Business" are forward-looking statements.

We have based these forward-looking statements on our current expectations, assumptions, estimates and projections. While we believe these expectations, assumptions, estimates and projections are reasonable, such forward-looking statements are only predictions and involve known and unknown risks, uncertainties and other factors, many of which are outside of our control, which could cause our actual results, performance or achievements to differ materially from any results, performance or achievements expressed or implied by such forward-looking statements. These risks, uncertainties and other factors include, but are not limited to:

- our significant indebtednesses and ability to incur substantially more debt;
- our future cash flow and earnings;
- our ability to meet our debt obligations;
- the impact of payments received from the government and third-party payors on our revenues and results of operations;
- the impact of the economic and employment conditions in the United States on our business and future results of operations;
- the impact of recent health care reform;
- the impact of our highly competitive industry on patient volumes;
- the impact of recruitment and retention of quality psychiatrists and other physicians on our performance;
- the impact of competition for staffing on our labor costs and profitability;
- our dependence on key management personnel, key executives and our local facility management personnel;
- compliance with laws and government regulations;
- the impact of claims brought against our facilities;
- the impact of governmental investigations, regulatory actions and whistleblower lawsuits;
- difficulties in successfully integrating the YFCS and PHC facilities and operations or realizing the potential benefits and synergies of these acquisitions;
- the impact on our growth strategy from difficulties in acquiring facilities in general and from not-for-profit entities due to regulatory scrutiny;
- difficulties in improving the operations of the facilities we acquire;
- the impact of unknown or contingent liabilities on facilities we acquire;
- the impact of state efforts to regulate the construction or expansion of health care facilities on our ability to operate and expand our operations;
- the impact of controls designed to reduce inpatient services on our revenues;
- the impact of fluctuations in our operating results, quarter to quarter earnings and other factors on the price of our common stock;

- the impact of different interpretations of accounting principles on our results of operations or financial condition;
- the impact of an increase in uninsured and underinsured patients or the deterioration in the collectability of the accounts of such patients on our results of operations;
- the impact of legislative and regulatory initiatives relating to privacy and security of patient health information and standards for electronic transactions;
- the impact of the trend for insurance companies and managed care organizations to enter into sole source contracts on our ability to obtain patients;
- the fact that we have not previously been required to comply with regulatory requirements applicable to reporting companies;
- our status as a "controlled company"; and
- the other risks described under the heading "Risk Factors."

Given these risks and uncertainties, you are cautioned not to place undue reliance on such forward-looking statements. These risks and uncertainties may cause our actual future results to be materially different than those expressed in our forward-looking statements. These forward-looking statements are made only as of the date of this prospectus. We do not undertake and specifically decline any obligation to update any such statements or to publicly announce the results of any revisions to any such statements to reflect future events or developments.

EXCHANGE OFFER

Purpose of the Exchange Offer

The Exchange Offer is designed to provide holders of Outstanding Notes with an opportunity to acquire Exchange Notes which, unlike the Outstanding Notes, will be freely transferable at all times, subject to any restrictions on transfer imposed by state "blue sky" laws and provided that the holder is not our affiliate within the meaning of the Securities Act and represents that the Exchange Notes are being acquired in the ordinary course of the holder's business and the holder is not engaged in, and does not intend to engage in, a distribution of the Exchange Notes.

The Outstanding Notes were originally issued and sold on November 1, 2011, to the initial purchaser pursuant to the purchase agreement dated October 27, 2011. The Outstanding Notes were issued and sold in a transaction not registered under the Securities Act in reliance upon the exemption provided by Section 4(2) of the Securities Act. The concurrent resale of the Outstanding Notes by the initial purchaser to investors was done in reliance upon the exemptions provided by Rule 144A and Regulation S promulgated under the Securities Act. The Outstanding Notes may not be reoffered, resold or transferred other than (i) to us or our subsidiaries, (ii) to a qualified institutional buyer in compliance with Rule 144A promulgated under the Securities Act, (iii) outside the United States to a non-U.S. person within the meaning of Regulation S under the Securities Act, (iv) to an institutional "accredited investor" within the meaning of Rule 501 under the Securities Act that is acquiring the Outstanding Notes for investment purposes and not with a view to, or for offer or sale in connection with, any distribution in violation of the Securities Act, (v) pursuant to another available exemption from the registration requirements of the Securities Act or (vi) pursuant to an effective registration statement under the Securities Act.

In connection with the original issuance and sale of the Outstanding Notes, we entered into the Registration Rights Agreement, pursuant to which we agreed to file with the SEC a registration statement covering the exchange by us of the Exchange Notes for the Outstanding Notes, pursuant to the Exchange Offer. The Registration Rights Agreement provides that we will file with the SEC an Exchange Offer registration statement on an appropriate form under the Securities Act and offer to holders of Outstanding Notes who are able to make certain representations, the opportunity to exchange their Outstanding Notes for Exchange Notes. Under some circumstances, holders of the Outstanding Notes, including holders who are not permitted to participate in the Exchange Offer, may require us to file, and to cause to become effective, a shelf registration statement covering resales of Outstanding Notes by these holders.

Under existing interpretations by the staff of the SEC as set forth in no-action letters issued to third parties in other transactions, the Exchange Notes would, in general, be freely transferable after the Exchange Offer without further registration under the Securities Act; provided, however, that in the case of broker-dealers participating in the Exchange Offer, a prospectus meeting the requirements of the Securities Act must be delivered by such broker-dealers in connection with resales of the Exchange Notes. We have agreed to furnish a prospectus meeting the requirements of the Securities Act to any such broker-dealer for use in connection with any resale of any Exchange Notes acquired in the Exchange Offer. A broker-dealer that delivers such a prospectus to purchasers in connection with such resales will be subject to certain of the civil liability provisions under the Securities Act and will be bound by the provisions of the Registration Rights Agreement (including certain indemnification rights and obligations).

We do not intend to seek our own interpretation regarding the Exchange Offer, and we cannot assure you that the staff of the SEC would make a similar determination with respect to the Exchange Notes as it has in other interpretations to third parties.

Each holder of Outstanding Notes that exchanges such Outstanding Notes for Exchange Notes in the Exchange Offer will be deemed to have made certain representations, including representations that (i) any Exchange Notes to be received by it will be acquired in the ordinary course of its business, (ii) it has no

arrangement or understanding with any person to participate in the distribution (within the meaning of the Securities Act) of Exchange Notes and (iii) it is not our affiliate as defined in Rule 405 under the Securities Act, or if it is an affiliate, it will comply with the registration and prospectus delivery requirements of the Securities Act to the extent applicable.

If the holder is not a broker-dealer, it will be required to represent that it is not engaged in, and does not intend to engage in, the distribution of Outstanding Notes or Exchange Notes. If the holder is a broker-dealer that will receive Exchange Notes for its own account in exchange for Outstanding Notes that were acquired as a result of market-making activities or other trading activities, it will be required to acknowledge that it will deliver a prospectus in connection with any resale of such Exchange Notes.

Terms of the Exchange Offer; Period for Tendering Outstanding Notes

Upon the terms and subject to the conditions set forth in this prospectus and in the letter of transmittal accompanying this prospectus, we will accept any and all Outstanding Notes validly tendered and not withdrawn prior to 5:00 p.m., New York City time, on the expiration date of the Exchange Offer. We will issue $1,000 principal amount of Exchange Notes in exchange for each $1,000 principal amount of Outstanding Notes accepted in the Exchange Offer. Holders may tender some or all of their Outstanding Notes pursuant to the Exchange Offer. However, Outstanding Notes may be tendered only in denominations of $2,000 and integral multiples of $1,000 in excess thereof.

The form and terms of the Exchange Notes are the same as the form and terms of the Outstanding Notes except that:

(1) the Exchange Notes will bear a different CUSIP Number from the Outstanding Notes;

(2) the Exchange Notes will be registered under the Securities Act and will not bear legends restricting their transfer; and

(3) the holders of the Exchange Notes will not be entitled to certain rights under the Registration Rights Agreement, including the provisions providing for an increase in the interest rate on the Outstanding Notes in certain circumstances relating to the timing of the Exchange Offer, which rights will terminate when the Exchange Offer to which this prospectus relates is terminated.

The Exchange Notes will evidence the same debt as the Outstanding Notes, will be entitled to the benefits of the indenture governing the notes and will constitute, with the Outstanding Notes, a single series of notes under the indenture.

As of December 15, 2011, $150.0 million aggregate principal amount of Outstanding Notes are outstanding. This prospectus and the letter of transmittal, accompanying this prospectus, are being sent to all registered holders of Outstanding Notes. There will be no fixed record date for determining registered holders of Outstanding Notes entitled to participate in the Exchange Offer.

Holders of Outstanding Notes do not have any appraisal or dissenters' rights under the General Corporate Law of the State of Delaware or the indenture governing the notes in connection with the Exchange Offer. We intend to conduct the Exchange Offer in accordance with the applicable requirements of the Exchange Act.

We will be deemed to have accepted validly tendered Outstanding Notes when, as and if we have given oral notice (promptly confirmed in writing) or written notice of our acceptance to the exchange agent. The exchange agent will act as agent for the tendering holders for the purpose of receiving the Exchange Notes from us.

If any tendered Outstanding Notes are not accepted for exchange because of an invalid tender, the occurrence of certain specified events set forth in this prospectus or otherwise, the certificates for any unaccepted Outstanding Notes will be promptly returned, without expense, to the tendering holder thereof promptly following the expiration date of the Exchange Offer.

Holders who tender Outstanding Notes in the Exchange Offer will not be required to pay brokerage commissions or fees or transfer taxes with respect to the exchange of Outstanding Notes pursuant to the Exchange Offer. We will pay all charges and expenses, other than transfer taxes in certain circumstances, in connection with the Exchange Offer. See "Fees and Expenses" and "Transfer Taxes" below.

The Exchange Offer will remain open for at least 20 full business days. The term "expiration date" will mean 5:00 p.m., New York City time, on , 2012, unless we, in our sole discretion, extend the Exchange Offer, in which case the term "expiration date" will mean the latest date and time to which the Exchange Offer is extended.

To extend the Exchange Offer, prior to 9:00 a.m., New York City time, on the next business day after the previously scheduled expiration date, we will:

(1) notify the exchange agent of any extension by oral notice (promptly confirmed in writing) or written notice, and

(2) issue a notice by press release or other public announcement.

Any announcement of delay in acceptance, extension, termination or amendment of the Exchange Offer will be followed as promptly as practicable by oral or written notice thereof to the registered holders.

We reserve the right, in our sole discretion:

(1) if any of the conditions below under the heading "Conditions to the Exchange Offer" shall have not been satisfied,

(a) to delay accepting any Outstanding Notes,
(b) to extend the Exchange Offer, or
(c) to terminate the Exchange Offer, or

(2) to amend the terms of the Exchange Offer in any manner.

Such decision will also be communicated in a press release or other public announcement prior to 9:00 a.m., New York City time, on the next business day following such decision. Any delay in acceptance, extension, termination or amendment will be followed as promptly as practicable by oral or written notice to the registered holders. In the event of a material change to the terms of an Exchange Offer, including the waiver of a material condition, we will extend the terms of the applicable Exchange Offer, if necessary, so that at least five business days remain in such Exchange Offer following notice of any such material change.

Interest on the Exchange Notes

No interest will be paid on either the Exchange Notes or the Outstanding Notes at the time of the exchange. The Exchange Notes will accrue interest from and including the last interest payment date on which interest has been paid on the Outstanding Notes and, if no interest has been paid, the Exchange Notes will accrue interest since the issue date of the Outstanding Notes. Accordingly, the holders of Outstanding Notes that are accepted for exchange will not receive accrued but unpaid interest on such Outstanding Notes at the time of tender. Rather, that interest will be payable on the Exchange Notes delivered in exchange for the Outstanding Notes on the first interest payment date after the expiration date of the Exchange Offer.

Procedures for Tendering Outstanding Notes

Only a holder of Outstanding Notes may tender Outstanding Notes in the Exchange Offer. To tender in the Exchange Offer, a holder must complete, sign and date the letter of transmittal, or a facsimile thereof, have the signatures thereon guaranteed if required by the letter of transmittal or transmit an agent's message in connection with a book-entry transfer, and, unless transmitting an agent's message in connection with a book-entry transfer, mail or otherwise deliver the letter of transmittal or the facsimile, together with the Outstanding Notes and any other required documents, to the exchange agent prior to the expiration date. To be tendered effectively, the Outstanding Notes, letter of transmittal or an agent's message and other required documents must be completed and received by the exchange agent at the address set forth below under "—Exchange Agent" prior to the expiration date. Delivery of the Outstanding Notes may be made by book-entry transfer in accordance with the procedures described below. Confirmation of the book-entry transfer must be received by the exchange agent prior to the expiration date.

The term "agent's message" means a message, transmitted by a book-entry transfer facility to, and received by, the exchange agent forming a part of a confirmation of a book-entry, which states that the book-entry transfer facility has received an express acknowledgment from the participant in the book-entry transfer facility tendering the Outstanding Notes that the participant has received and agrees: (1) to participate in ATOP, (2) to be bound by the terms of the letter of transmittal and (3) that we may enforce the agreement against the participant.

The tender by a holder and our acceptance thereof will constitute an agreement between the holder and us in accordance with the terms and subject to the conditions set forth in this prospectus and in the letter of transmittal or agent's message.

The method of delivery of Outstanding Notes and the letter of transmittal or agent's message and all other required documents to the exchange agent is at the election and sole risk of the holder. As an alternative to delivery by mail, holders may wish to consider overnight or hand delivery service. In all cases, sufficient time should be allowed to assure delivery to the exchange agent before the expiration date. No letter of transmittal or Outstanding Notes should be sent to us. Holders may request their respective brokers, dealers, commercial banks, trust companies or nominees to effect the above transactions for them.

Any beneficial owner whose Outstanding Notes are registered in the name of a broker, dealer, commercial bank, trust company or other nominee and who wishes to tender should contact the registered holder promptly and instruct the registered holder to tender on the beneficial owner's behalf. See "Instructions to Letter of Transmittal" included with the letter of transmittal accompanying this prospectus.

Signatures on a letter of transmittal or a notice of withdrawal, as the case may be, must be guaranteed by a member firm of a registered national securities exchange or of the National Association of Securities Dealers, Inc., a commercial bank or trust company having an office or correspondent in the United States or by an "eligible guarantor institution" within the meaning of Rule 17Ad-15 promulgated under the Exchange Act (banks; brokers and dealers; credit unions; national securities exchanges; registered securities associations; learning agencies; and savings associations) (each an "Eligible Guarantor Institution") unless the Outstanding Notes tendered pursuant to the letter of transmittal are tendered (1) by a registered holder who has not completed the box entitled "Special Issuance Instructions" or "Special Delivery Instructions" on the letter of transmittal or (2) for the account of an Eligible Guarantor Institution. In the event that signatures on a letter of transmittal or a notice of withdrawal, as the case may be, are required to be guaranteed, the guarantee must be by an Eligible Guarantor Institution.

If the letter of transmittal is signed by a person other than the registered holder of any Outstanding Notes listed in this prospectus, the Outstanding Notes must be endorsed or accompanied by a properly completed bond power, signed by the registered holder as the registered holder's name appears on the Outstanding Notes with the signature thereon guaranteed by an Eligible Guarantor Institution.

If the letter of transmittal or any bond powers are signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, the person signing should so indicate when signing, and evidence satisfactory to us of its authority to so act must be submitted with the letter of transmittal.

We understand that the exchange agent will make a request promptly after the date of this prospectus to establish accounts with respect to the Outstanding Notes at DTC for the purpose of facilitating the Exchange Offer, and subject to the establishment thereof, any financial institution that is a participant in DTC's system may make book-entry delivery of Outstanding Notes by causing DTC to transfer the Outstanding Notes into the exchange agent's account with respect to the Outstanding Notes in accordance with DTC's procedures for the transfer. Although delivery of the Outstanding Notes may be effected through book-entry transfer into the exchange agent's account at DTC, unless an agent's message is received by the exchange agent in compliance with ATOP, or an appropriate letter of transmittal properly completed and duly executed, or a facsimile thereof, with any required signature guarantee and all other required documents, must in each case be transmitted to and received or confirmed by the exchange agent at its address set forth in this prospectus on or prior to 5:00 p.m., New York City time, on the expiration date. Delivery of documents to DTC does not constitute delivery to the exchange agent.

All questions as to the validity, form, eligibility, including time of receipt, acceptance of tendered Outstanding Notes and withdrawal of tendered Outstanding Notes will be determined by us in our sole discretion, which determination will be final and binding. We reserve the absolute right to reject any and all Outstanding Notes not properly tendered or any Outstanding Notes our acceptance of which would, in the opinion of our counsel, be unlawful. We also reserve the right in our sole discretion to waive any defects, irregularities or conditions of tender as to particular Outstanding Notes, provided however that, to the extent such waiver includes any condition to tender, we will waive such condition as to all tendering holders. Our interpretation of the terms and conditions of the Exchange Offer, including the instructions in the letter of transmittal, will be final and binding on all parties. Unless waived, any defects or irregularities in connection with tenders of Outstanding Notes must be cured within the time we determine and in any case, before the expiration date. Although we intend to notify holders of defects or irregularities with respect to tenders of Outstanding Notes, neither we, the exchange agent nor any other person will incur any liability for failure to give the notification. Tenders of Outstanding Notes will not be deemed to have been made until the defects or irregularities have been cured or waived. Any Outstanding Notes received by the exchange agent that are not properly tendered and as to which the defects or irregularities have not been cured or waived will be returned by the exchange agent to the tendering holders, unless otherwise provided in the letter of transmittal, promptly following the expiration date.

No Guaranteed Delivery

There are no guaranteed delivery procedures provided by us in connection with the Exchange Offer. As only registered holders are authorized to tender Outstanding Notes through DTC, beneficial owners of Outstanding Notes that are held in the name of a custodial entity must contact such entity sufficiently in advance of the expiration date if they wish to tender Outstanding Notes and be eligible to receive the Exchange Notes.

Withdrawal of Tenders

Except as otherwise provided in this prospectus, tenders of Outstanding Notes may be withdrawn at any time prior to the expiration date.

To withdraw a tender of Outstanding Notes in the Exchange Offer, either a notice of withdrawal must be received by the exchange agent at its address set forth in this prospectus or you must comply with the appropriate withdrawal procedures of DTC's ATOP. Any notice of withdrawal must be in writing and:

(1) specify the name of the person having deposited the Outstanding Notes to be withdrawn;

(2) identify the Outstanding Notes to be withdrawn, including the certificate number(s) and principal amount of the Outstanding Notes, or, in the case of Outstanding Notes transferred by book-entry transfer, the name and number of the account at DTC to be credited;
(3) be signed by the holder in the same manner as the original signature on the letter of transmittal by which the Outstanding Notes were tendered, including any required signature guarantees, or be accompanied by documents of transfer sufficient to have the trustee with respect to the Outstanding Notes register the transfer of the Outstanding Notes into the name of the person withdrawing the tender; and
(4) specify the name in which any Outstanding Notes are to be registered, if different from that of the person depositing the Outstanding Notes to be withdrawn.

All questions as to the validity, form and eligibility, including time of receipt, of withdrawal notices will be determined by us in our sole discretion, which determination will be final and binding on all parties. Any Outstanding Notes so withdrawn will be deemed not to have been validly tendered for purposes of the Exchange Offer and no Exchange Notes will be issued with respect thereto unless the Outstanding Notes so withdrawn are validly retendered. Any Outstanding Notes which have been tendered but which are not accepted for exchange will be returned to the holder thereof without cost to the holder promptly after withdrawal, rejection of tender or termination of the Exchange Offer. Properly withdrawn Outstanding Notes may be retendered by following one of the procedures described above under "— Procedures for Tendering Outstanding Notes" at any time prior to the expiration date.

Representations

To participate in the Exchange Offer, each holder will be required to make the following representations to us:

(1) you or any other person acquiring Exchange Notes in exchange for your Outstanding Notes in the Exchange Offer is acquiring them in the ordinary course of business;
(2) neither you nor any other person acquiring Exchange Notes in exchange for your Outstanding Notes in the Exchange Offer is engaging in or intends to engage in a distribution of the Exchange Notes within the meaning of the federal securities laws;
(3) neither you nor any other person acquiring Exchange Notes in exchange for your Outstanding Notes has an arrangement or understanding with any person to participate in the distribution of Exchange Notes issued in the Exchange Offer;
(4) neither you nor any other person acquiring Exchange Notes in exchange for your Outstanding Notes is our "affiliate" as defined under Rule 405 of the Securities Act; and
(5) if you or another person acquiring Exchange Notes in exchange for your Outstanding Notes is a broker-dealer and you acquired the Outstanding Notes as a result of market-making activities or other trading activities, you acknowledge that you will deliver a prospectus meeting the requirements of the Securities Act in connection with any resale of the Exchange Notes.

Broker-dealers who cannot make the representations in item (5) of the paragraph above cannot use this Exchange Offer prospectus in connection with resales of the Exchange Notes issued in the Exchange Offer.

If you are our "affiliate," as defined under Rule 405 of the Securities Act, if you are a broker-dealer who acquired your Outstanding Notes in the initial offering and not as a result of market-making activities or other trading activities, or if you are engaged in, or intend to engage in, or have an arrangement or understanding with any person to participate in a distribution of Exchange Notes acquired in the Exchange Offer, you or that person:

(1) may not rely on the applicable interpretations of the staff of the SEC and therefore may not participate in the Exchange Offer; and
(2) must comply with the registration and prospectus delivery requirements of the Securities Act or an exemption therefrom when reselling the Outstanding Notes.

The tender by a holder and our acceptance thereof will constitute an agreement between the holder and us in accordance with the terms and subject to the conditions set forth in this prospectus and in the letter of transmittal or agent's message.

Conditions to the Exchange Offer

Notwithstanding any other provision of the Exchange Offer, or any extension of the Exchange Offer, we will not be required to accept for exchange, or to issue Exchange Notes in exchange for, any Outstanding Notes and may terminate the Exchange Offer (whether or not any Outstanding Notes have been accepted for exchange) or amend the Exchange Offer, if any of the following conditions has occurred or exists or has not been satisfied, or has not been waived by us in our reasonable discretion, prior to the expiration date:

- there is threatened, instituted or pending any action or proceeding before, or any injunction, order or decree issued by, any court or governmental agency or other governmental regulatory or administrative agency or commission:

  (1) seeking to restrain or prohibit the making or completion of the Exchange Offer or any other transaction contemplated by the Exchange Offer, or assessing or seeking any damages as a result of this transaction; or
  (2) resulting in a material delay in our ability to accept for exchange or exchange some or all of the Outstanding Notes in the Exchange Offer; or
  (3) any statute, rule, regulation, order or injunction has been sought, proposed, introduced, enacted, promulgated or deemed applicable to the Exchange Offer or any of the transactions contemplated by the Exchange Offer by any governmental authority, domestic or foreign; or

- any action has been taken, proposed or threatened, by any governmental authority, domestic or foreign, that, in our sole reasonable judgment, would directly or indirectly result in any of the consequences referred to in clauses (1), (2) or (3) above or, in our reasonable judgment, would result in the holders of Exchange Notes having obligations with respect to resales and transfers of Exchange Notes which are greater than those described in the interpretation of the SEC referred to above, or would otherwise make it inadvisable to proceed with the Exchange Offer; or the following has occurred:

  (1) any general suspension of or general limitation on prices for, or trading in, securities on any national securities exchange or in the over-the-counter market; or
  (2) any limitation by a governmental authority which adversely affects our ability to complete the transactions contemplated by the Exchange Offer; or
  (3) a declaration of a banking moratorium or any suspension of payments in respect of banks in the United States or any limitation by any governmental agency or authority which adversely affects the extension of credit; or
  (4) a commencement of a war, armed hostilities or other similar international calamity directly or indirectly involving the United States, or, in the case of any of the preceding events existing at the time of the commencement of the Exchange Offer, a material acceleration or worsening of these calamities; or

- any change, or any development involving a prospective change, has occurred or been threatened in our business, financial condition, operations or prospects and those of our subsidiaries taken as a whole that is or may be adverse to us, or we have become aware of facts that have or may have an adverse impact on the value of the Outstanding Notes or the Exchange Notes, which in our sole reasonable judgment in any case makes it inadvisable to proceed with the Exchange Offer and/or with such acceptance for exchange or with such exchange; or

- there shall occur a change in the current interpretation by the staff of the SEC which permits the Exchange Notes issued pursuant to the Exchange Offer in exchange for Outstanding Notes to be offered for resale, resold and otherwise transferred by holders thereof (other than broker-dealers and any such holder which is our affiliate within the meaning of Rule 405 promulgated under the Securities Act) without compliance with the registration and prospectus delivery provisions of the Securities Act, provided that such Exchange Notes are acquired in the ordinary course of such holders' business and such holders have no arrangement or understanding with any person to participate in the distribution of such Exchange Notes; or

- any law, statute, rule or regulation shall have been adopted or enacted which, in our reasonable judgment, would impair our ability to proceed with the Exchange Offer; or

- a stop order shall have been issued by the SEC or any state securities authority suspending the effectiveness of the registration statement, or proceedings shall have been initiated or, to our knowledge, threatened for that purpose, or any governmental approval has not been obtained, which approval we shall, in our sole reasonable discretion, deem necessary for the consummation of the Exchange Offer as contemplated hereby; or

- we have received an opinion of counsel experienced in such matters to the effect that there exists any actual or threatened legal impediment (including a default or prospective default under an agreement, indenture or other instrument or obligation to which we are a party or by which we are bound) to the consummation of the transactions contemplated by the Exchange Offer.

If we determine in our reasonable discretion that any of the foregoing events or conditions has occurred or exists or has not been satisfied, we may, subject to applicable law, terminate the Exchange Offer (whether or not any Outstanding Notes have been accepted for exchange) or may waive any such condition or otherwise amend the terms of the Exchange Offer in any respect. If such waiver or amendment constitutes a material change to the Exchange Offer, we will promptly disclose such waiver or amendment by means of a prospectus supplement that will be distributed to the registered holders of the Outstanding Notes and will extend the Exchange Offer to the extent required by Rule 14e-1 promulgated under the Exchange Act.

These conditions are for our sole benefit and we may assert them regardless of the circumstances giving rise to any of these conditions, or we may waive them, in whole or in part, in our reasonable discretion, provided that we will not waive any condition with respect to an individual holder of Outstanding Notes unless we waive that condition for all such holders. Any reasonable determination made by us concerning an event, development or circumstance described or referred to above will be final and binding on all parties. Our failure at any time to exercise any of the foregoing rights will not be a waiver of our rights and each such right will be deemed an ongoing right which may be asserted at any time before the expiration of the Exchange Offer.

Exchange Agent

We have appointed U.S. Bank National Association as the exchange agent for the Exchange Offer. You should direct questions or requests for assistance with respect to the Exchange Offer procedures and requests for additional copies of this prospectus and the letter of transmittal to the exchange agent addressed as follows:

U.S. BANK NATIONAL ASSOCIATION, EXCHANGE AGENT

By mail, hand delivery or overnight courier:

U.S. Bank National Association
60 Livingston Avenue
St. Paul, MN 55107
Attention: Specialized Finance Department

For Information Call:
(800) 934-6802

For facsimile transmission (for eligible institutions only):
(651) 495-8158

Confirm by Telephone:
(800) 934-6802

Delivery to an address other than set forth above will not constitute a valid delivery.

Fees and Expenses

We will pay the exchange agent customary fees for its services, reimburse the exchange agent for its reasonable out-of-pocket expenses incurred in connection with the provisions of these services and pay other registration expenses, including registration and filing fees, fees and expenses of compliance with federal securities and state blue sky securities laws, printing expenses, messenger and delivery services and telephone, fees and disbursements to our counsel, application and filing fees and any fees and disbursements to our independent certified public accountants. We will not make any payment to brokers, dealers, or others soliciting acceptances of the Exchange Offer except for reimbursement of mailing expenses.

Accounting Treatment

The Exchange Notes will be recorded at the same carrying value as the existing Outstanding Notes, as reflected in our accounting records on the date of exchange. Accordingly, we will recognize no gain or loss for accounting purposes. The expenses of the Exchange Offer will be capitalized and expensed over the term of the Exchange Notes.

Transfer Taxes

If you tender Outstanding Notes for exchange you will not be obligated to pay any transfer taxes. However, if you instruct us to register Exchange Notes in the name of, or request that your Outstanding Notes not tendered or not accepted in the Exchange Offer be returned to, a person other than the registered tendering holder, you will be responsible for paying any transfer tax owed.

You May Suffer Adverse Consequences if you Fail to Exchange Outstanding Notes

If you do not tender your Outstanding Notes, you will not have any further registration rights, except for the rights described in the Registration Rights Agreement and described above. Your Outstanding Notes will

continue to be subject to the provisions of the indenture governing the notes regarding transfer and exchange of the Outstanding Notes and the restrictions on transfer of the Outstanding Notes imposed by the Securities Act and states securities law when we complete the Exchange Offer. These transfer restrictions are required because the Outstanding Notes were issued under an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable state securities laws. Accordingly, if you do not tender your Outstanding Notes in the Exchange Offer, your ability to sell your Outstanding Notes could be adversely affected. Once we have completed the Exchange Offer, holders who have not tendered Outstanding Notes will not continue to be entitled to any increase in interest rate that the Registration Rights Agreement provides for if we do not complete the Exchange Offer.

Consequences of Failure to Exchange

The Outstanding Notes that are not exchanged for Exchange Notes pursuant to the Exchange Offer will remain restricted securities. Accordingly, the Outstanding Notes may be resold only:

(1) to us upon redemption thereof or otherwise;
(2) so long as the outstanding securities are eligible for resale pursuant to Rule 144A, to a person inside the United States who is a qualified institutional buyer within the meaning of Rule 144A under the Securities Act in a transaction meeting the requirements of Rule 144A, in accordance with Rule 144 under the Securities Act;
(3) outside the United States to a non-U.S. person in a transaction meeting the requirements of Rule 904 under the Securities Act; or
(4) to an institutional “accredited investor” within the meaning of Rule 501 under the Securities Act that is acquiring the Outstanding Notes for investment purposes and not with a view to, or for offer or sale in connection with, any distribution in violation of the Securities Act;
(5) pursuant to another exemption from the registration requirements of the Securities Act, which other exemption is based upon an opinion of counsel reasonably acceptable to us; or
(6) pursuant to an effective registration statement under the Securities Act, in each case in accordance with any applicable securities laws of any state of the United States.

USE OF PROCEEDS

This Exchange Offer is intended to satisfy our obligations under the Registration Rights Agreement. We will not receive any cash proceeds, or otherwise, from the issuance of the Exchange Notes. The Outstanding Notes properly tendered and exchanged for Exchange Notes will be retired and cancelled. Accordingly, no additional debt will result from the exchange. We have agreed to bear the expense of the Exchange Offer.

CAPITALIZATION

The following table describes our cash and cash equivalents and our consolidated capitalization as of September 30, 2011 on a historical basis and on a pro forma basis giving effect to (1) PHC's acquisition of MeadowWood and related debt financing transaction on July 1, 2011 and (2) the Merger and the Transactions. You should read this table in conjunction with "Selected Historical Financial Information," "Unaudited Pro Forma Condensed Combined Financial Information," "Acadia Management's Discussion and Analysis of Financial Condition and Results of Operations," "PHC Management's Discussion and Analysis of Financial Condition and Results of Operations," and the consolidated financial statements of Acadia, YFCS, PHC and HHC Delaware and notes thereto appearing elsewhere in this prospectus.

	AS OF SEPTEMBER 30, 2011	
	ACTUAL	PRO FORMA
	(In thousands) (unaudited)	
Cash and cash equivalents	$ 1,254	$ 5,234
Debt:		
Senior Secured Credit Facility:		
Senior secured term loan	$ 131,625	$ 131,625
Revolving credit facility	6,500	6,500
Outstanding Notes [1]	—	147,485
Total debt (including current portion)	$ 138,125	285,610
Total members'/stockholders' equity	76,986	11,029
Total capitalization	$ 215,111	$ 296,639

[1] Represents principal amount giving effect to discount of 98.323%, or $2.5 million.

UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL INFORMATION

The following tables set forth the unaudited pro forma condensed combined financial data for Acadia, YFCS, PHC and MeadowWood as a combined company, giving effect to (1) Acadia's acquisition of YFCS and the related debt and equity financing transactions on April 1, 2011, (2) PHC's acquisition of MeadowWood and related debt financing transaction on July 1, 2011 and (3) the Merger and the related issuance of Old Notes on November 1, 2011, as if each had occurred on September 30, 2011 for the unaudited pro forma condensed combined balance sheet and January 1, 2010 for the unaudited pro forma condensed combined statements of operations. Acadia's condensed consolidated balance sheet as of September 30, 2011 reflects the acquisition of YFCS and related debt and equity transactions, and Acadia's condensed consolidated statement of operations reflects the results of YFCS operations for the period from April 1, 2011 to September 30, 2011. PHC's condensed consolidated balance sheet as of September 30, 2011 reflects the acquisition of MeadowWood and related debt financing transaction on July 1, 2011.

The fiscal years of Acadia, YFCS and HHC Delaware end December 31 while the fiscal year of PHC ended on June 30. The combined company will use Acadia's fiscal year ending December 31.

The unaudited pro forma condensed combined balance sheet as of September 30, 2011 combines the unaudited consolidated balance sheets as of that date of Acadia and PHC. The unaudited pro forma condensed combined statement of operations for the nine months ended September 30, 2010 combines the unaudited condensed consolidated statements of operations of Acadia, YFCS, HHC Delaware and PHC (which was derived from the audited consolidated statement of operations of PHC for the fiscal year ended June 30, 2010 less the unaudited condensed consolidated statement of operations of PHC for the six months ended December 31, 2009 plus the unaudited condensed consolidated statement of operations of PHC for the three months ended September 30, 2010). The unaudited pro forma condensed combined statement of operations for the nine months ended September 30, 2011 combines Acadia's unaudited condensed consolidated statement of operations for that period with the unaudited condensed consolidated statement of operations of YFCS for the three months ended March 31, 2011, the unaudited condensed consolidated statement of operations of HHC Delaware for the six months ended June 30, 2011 and the unaudited condensed consolidated statement of operations of PHC for the nine months ended September 30, 2011 (which was derived from the audited consolidated statement of operations of PHC for the fiscal year ended June 30, 2011 less the unaudited condensed consolidated statement of operations of PHC for the six months ended December 31, 2010 plus the unaudited condensed consolidated statement of operations of PHC for the three months ended September 30, 2011). The unaudited pro forma condensed combined statement of operations for the year ended December 31, 2010 combines the audited consolidated statements of operations of Acadia, YFCS and HHC Delaware for that period with the unaudited condensed consolidated statement of operations of PHC for that period (which was derived from the audited consolidated statement of operations of PHC for the fiscal year ended June 30, 2010 less the unaudited condensed consolidated statement of operations of PHC for the six months ended December 31, 2009 plus the unaudited condensed consolidated statement of operations of PHC for the six months ended December 31, 2010).

The unaudited pro forma condensed combined financial data has been prepared using the acquisition method of accounting for business combinations under GAAP. The adjustments necessary to fairly present the unaudited pro forma condensed combined financial data have been made based on available information and in the opinion of management are reasonable. Assumptions underlying the pro forma adjustments are described in the accompanying notes, which should be read in conjunction with this unaudited pro forma condensed combined financial data. The pro forma adjustments are preliminary and revisions to the fair value of assets acquired and liabilities assumed may have a significant impact on the pro forma adjustments. A final valuation of assets acquired and liabilities assumed in the YFCS, MeadowWood and PHC acquisitions has not been completed and the completion of fair value determinations will most likely result in changes in the values assigned to property and equipment and other assets (including intangibles) acquired and liabilities assumed.

The unaudited pro forma condensed combined financial data is for illustrative purposes only and does not purport to represent what our financial position or results of operations actually would have been had the events noted above in fact occurred on the assumed dates or to project our financial position or results of operations for any future date or future period.

The unaudited pro forma condensed combined financial data should be read in conjunction with “Selected Historical Financial Information,” “Acadia Management’s Discussion and Analysis of Financial Condition and Results of Operations,” “PHC Management’s Discussion and Analysis of Financial Condition and Results of Operations” and the consolidated financial statements and notes thereto of Acadia, YFCS, PHC and HHC Delaware included elsewhere in this prospectus

UNAUDITED PRO FORMA CONDENSED COMBINED BALANCE SHEET
As of September 30, 2011

(In thousands)

	ACADIA [1]	PHC [3]	PRO FORMA MERGER ADJUSTMENTS	NOTES	PRO FORMA COMBINED
ASSETS					
Current assets:					
Cash and cash equivalents	$ 1,254	$ 3,261	$ 719	*(8)*	$ 5,234
Accounts receivable, net	25,469	12,466	—		37,935
Other current assets	9,634	6,780	—		16,414
Total current assets	36,357	22,507	719		59,583
Property and equipment, net	57,783	14,013	481	*(7)*	72,277
Goodwill	147,081	10,447	33,447	*(7)*	190,975
Intangible assets, net	18,887	683	1,117	*(7)*	20,687
Other assets	9,501	4,175	3,800	*(8a)*	15,504
			(648)	*(7)*	
			(1,324)	*(6)*	
Total assets	$ 269,609	$51,825	$ 37,592		$ 359,026
LIABILITIES AND EQUITY					
Current liabilities:					
Current portion of long-term debt	$ 6,750	$ 235	$ (235)	*(9)*	$ 6,750
Accounts payable	10,984	2,522	—		13,506
Accrued salaries and benefits	12,276	2,572	—		14,848
Other accrued liabilities	6,394	1,712	—		8,106
Total current liabilities	36,404	7,041	(235)		43,210
Long-term debt	131,375	26,206	121,279	*(9)*	278,860
Other liabilities	24,844	900	183	*(7)*	25,927
Total liabilities	192,623	34,147	121,227		347,997
Equity:					
Common stock	176	208	(208)	*(5)*	225
Additional paid-in capital	105,481	28,267	(28,267)	*(5)*	76,669
			45,629	*(7a)*	
			(74,441)	*(8)*	
Treasury stock	—	(1,809)	1,809	*(5)*	—
Accumulated deficit	(28,671)	(8,988)	8,988	*(5)*	(65,865)
			(37,084)	*(8a)*	
			(110)	*(7)*	
Total equity	76,986	17,678	(83,635)		11,029
Total liabilities and equity	$ 269,609	$51,825	$ 37,592		$ 359,026

See accompanying notes to unaudited pro forma financial information.

UNAUDITED PRO FORMA CONDENSED COMBINED STATEMENT OF OPERATIONS
For the Nine Months Ended September 30, 2010

	ACADIA					PHC							
	ACADIA HEALTHCARE [1]	YFCS [2]	PRO FORMA YFCS ADJUSTMENTS	NOTES	PRO FORMA ACADIA	PHC [3]	HHC DELAWARE [4]	PRO FORMA MEADOWWOOD ADJUSTMENTS	NOTES	PRO FORMA PHC	PRO FORMA MERGER ADJUSTMENTS	NOTES	PRO FORMA COMBINED
	(In thousands, except per share data)												
Revenue	$ 48,344	$ 137,781	—		$ 186,125	$ 42,637	$ 10,956	—		$ 53,593	—		$ 239,718
Salaries, wages and benefits	28,980	84,940	—		113,920	20,990	6,640	—		27,630	—		141,550
Professional fees	1,151	—	5,575	*(10)*	6,726	6,354	689	—		7,043	—		13,769
Supplies	2,851	—	6,211	*(10)*	9,062	1,732	690	—		2,422	—		11,484
Rent	961	—	3,904	*(10)*	4,865	2,627	16	—		2,643	—		7,508
Other operating expenses	4,980	27,972	(15,690)	*(10)*	17,262	4,884	905	—		5,789	—		23,051
Provision for doubtful accounts	1,803	295	—		2,098	2,207	337	—		2,544	—		4,642
Depreciation and amortization	728	2,612	163	*(13a)*	3,503	851	229	86	*(13b)*	1,166	112	*(13c)*	4,781
Interest expense, net	549	5,713	(734)	*(14a)*	5,528	125	390	1,187	*(14b)*	1,702	14,039	*(14c)*	21,269
Sponsor management fees	105	—	—		105	—	—	—		—	—		105
Transaction-related expenses	104	—	(104)	*(11)*	—	—	—	—		—	—		—
Total expenses	42,212	121,532	(675)		163,069	39,770	9,896	1,273		50,939	14,151		228,159
Income (loss) from continuing operations before income taxes	6,132	16,249	675		23,056	2,867	1,060	(1,273)		2,654	(14,151)		11,559
Provision for income taxes	459	6,174	2,453	*(15)*	9,356	1,281	433	(509)	*(16)*	1,205	(5,660)	*(16)*	4,901
			270	*(16)*									
Income (loss) from continuing operations	$ 5,673	$ 10,075	$ (2,048)		$ 13,700	$ 1,586	$ 627	$ (764)		$ 1,449	$ (8,491)		$ 6,658
Earnings per unit/share—income (loss) from continuing operations:													
Basic	$ 0.32												$ 0.30
Diluted	$ 0.32												$ 0.29
Weighted average shares:													
Basic	17,633,116										4,931,829	*(18)*	22,564,945
Diluted	17,633,116										4,953,538	*(18)*	22,586,654

See accompanying notes to unaudited pro forma financial information.

UNAUDITED PRO FORMA CONDENSED COMBINED STATEMENT OF OPERATIONS
For the Nine Months Ended September 30, 2011

	ACADIA					PHC							
	ACADIA HEALTHCARE [1]	YFCS [2]	PRO FORMA YFCS ADJUSTMENTS	NOTES	PRO FORMA ACADIA	PHC [3]	HHC DELAWARE [4]	PRO FORMA MEADOWWOOD ADJUSTMENTS	NOTES	PRO FORMA PHC	PRO FORMA MERGER ADJUSTMENTS	NOTES	PRO FORMA COMBINED
	(In thousands, except per share data)												
Revenue	$ 146,019	$ 45,686	—		$ 191,705	$ 52,989	$ 7,541	$ —		$ 60,530	—		$ 252,235
Salaries, wages and benefits	110,750	29,502	—		140,252	27,839	4,747	—		32,586	—		172,838
Professional fees	5,111	—	1,901	*(10)*	7,012	5,629	454	—		6,083	—		13,095
Supplies	7,665	—	2,204	*(10)*	9,869	2,062	469	—		2,531	—		12,400
Rents and leases	3,725	—	1,320	*(10)*	5,045	2,736	19	—		2,755	—		7,800
Other operating expenses	12,954	9,907	(5,425)	*(10)*	17,436	6,916	636	—		7,552	—		24,988
Provision for doubtful accounts	1,664	208	—		1,872	3,006	339	—		3,345	—		5,217
Depreciation and amortization	3,114	819	(1,494)	*(13a)*	2,439	918	179	31	*(13b)*	1,128	150	*(13c)*	3,717
Interest expense, net	4,143	1,726	(169)	*(14a)*	5,700	967	224	369	*(14b)*	1,560	14,029	*(14c)*	21,289
Sponsor management fees	1,135	—	—		1,135	—	—	—		—	(1,000)	*(17)*	135
Transaction-related expenses	10,594	—	(10,594)	*(11)*	—	2,896	—	(2,896)	*(11)*	—	—		—
Legal settlement	—	—	—		—	446	—	—		446	—		446
Total expenses	160,855	42,162	(12,257)		190,760	53,4m15	7,067	(2,496)		57,986	13,179		261,925
Income (loss) from continuing operations before income taxes	(14,836)	3,524	12,257		945	(426)	474	2,496		2,544	(13,179)		(9,690)
Provision (benefit) for income taxes	3,382	1,404	(133)	*(15)*	9,556	459	193	998	*(16)*	1,650	(5,272)	*(16)*	5,934
			4,903	*(16)*									
Income (loss) from continuing operations	$ (18,218)	$ 2,120	$ 7,487		$ (8,611)	$ (885)	$ 281	$ 1,498		$ 894	$ (7,907)		$ (15,624)
Earnings per unit/share—income (loss) from continuing operations:													
Basic	$ (1.03)												$ (0.69)
Diluted	$ (1.03)												$ (0.69)
Weighted average shares:													
Basic	17,633,116										4,891,667	*(18)*	22,524,783
Diluted	17,633,116										4,891,667	*(18)*	22,524,783

See accompanying notes to unaudited pro forma financial information.

UNAUDITED PRO FORMA CONDENSED COMBINED STATEMENT OF OPERATIONS
For the Twelve Months Ended December 31, 2010

	ACADIA					PHC						
	ACADIA HEALTHCARE [1]	YFCS [2]	PRO FORMA YFCS ADJUSTMENTS	NOTES	PRO FORMA ACADIA	PHC [3]	HHC DELAWARE [4]	PRO FORMA MEADOWWOOD ADJUSTMENTS	NOTES	PRO FORMA PHC	PRO FORMA MERGER ADJUSTMENTS	NOTES	PRO FORMA COMBINED
	(In thousands, except per share data)												
Revenue	$ 64,342	$ 184,386	—		$ 248,728	$ 57,269	$ 14,301	$ —		$ 71,570	—		$ 320,298
Salaries, wages and benefits	36,333	113,931	1,239	*(12)*	151,503	28,647	8,850	—		37,497	—		189,000
Professional fees	3,612	—	6,724	*(10)*	8,953	8,401	891	—		9,292	—		18,245
			(1,383)	*(11)*									
Supplies	3,709	—	8,380	*(10)*	12,089	2,319	897	—		3,216	—		15,305
Rent	1,288	—	5,244	*(10)*	6,532	3,494	20	—		3,514	—		10,046
Other operating expenses	8,289	38,146	(20,348)	*(10)*	24,848	6,644	1,231	—		7,875	—		32,723
			(1,239)	*(12)*									
Provision for doubtful accounts	2,239	525	—		2,764	2,866	511	—		3,377	—		6,141
Depreciation and amortization	976	3,456	(159)	*(13a)*	4,273	1,129	308	112	*(13b)*	1,549	155	*(13c)*	5,977
Interest expense, net	738	7,514	(953)	*(14a)*	7,299	148	524	1,576	*(14b)*	2,248	18,717	*(14c)*	28,264
Impairment of goodwill	—	23,528	—		23,528	—	—	—		—			23,528
Total expenses	57,184	187,100	(2,495)		241,789	53,648	13,232	1,688		68,568	18,872		329,229
Income (loss) from continuing operations before income taxes	7,158	(2,714)	2,495		6,939	3,621	1,069	(1,688)		3,002	(18,872)		(8,931)
Provision (benefit) for income taxes	477	5,032	2,448	*(15)*	8,955	1,532	437	(675)	*(16)*	1,294	(7,549)	*(16)*	2,700
			998	*(16)*									
Income (loss) from continuing operations	$ 6,681	$ (7,746)	$ (951)		$ (2,016)	$ 2,089	$ 632	$ (1,013)		$ 1,708	$ (11,323)		$ (11,631)
Earnings per unit/share—income (loss) from continuing operations:													
Basic	$ 0.38												$ (0.52)
Diluted	$ 0.38												$ (0.52)
Weighted average shares:													
Basic	17,633,116										4,903,097	*(18)*	22,536,213
Diluted	17,633,116										4,903,097	*(18)*	22,536,213

See accompanying notes to unaudited pro forma financial information.

(Dollars in thousands)

(1) The amounts in this column represent, for Acadia, actual balances as of September 30, 2011 or actual results for the periods presented.

(2) The amounts in this column represent, for YFCS, actual results for the period from January 1, 2010 to September 30, 2010, the period from January 1, 2011 to the April 1, 2011 acquisition date and for the year ended December 31, 2010.

(3) The amounts in this column represent, for PHC, actual balances as of September 30, 2011 or actual results for the periods presented. The condensed consolidated statements of operations of PHC have been reclassified to conform to Acadia's expense classification policies.

(4) The amounts in this column represent, for MeadowWood, actual results for the periods presented.

(5) Reflects the elimination of equity accounts of PHC.

(6) Reflects the elimination of PHC deferred financing costs in connection with the repayment of debt.

(7) Represents the adjustments to acquired property and equipment and intangible assets based on preliminary estimates of fair value and the adjustment to goodwill derived from the difference in the estimated total consideration transferred by Acadia and the estimated fair value of assets acquired and liabilities assumed by Acadia in the Merger, calculated as follows:

Estimated equity consideration [(a)]	$ 44,025
Estimated fair value of vested replacement share-based awards	1,543
Estimated repayment of indebtedness under PHC's senior credit facility	26,441
Estimated cash consideration to Class B common stockholders	5,000
Estimated total consideration	$ 77,009
Cash and cash equivalents	$ 3,261
Accounts receivable	12,466
Other current assets	6,780
Property and equipment	14,494
Contract-based and other intangible assets	1,800
Other long-term assets	2,203
Accounts payable	(2,522)
Accrued salaries and benefits	(2,572)
Other accrued liabilities	(1,712)
Deferred tax liability-long term [(b)]	(183)
Other long-term liabilities	(900)
Fair value of assets acquired less liabilities assumed	$ 33,115
Estimated goodwill	$ 43,894
Less: Historical goodwill	(10,447)
Goodwill adjustment	$ 33,447

[(a)] The estimated fair value of Acadia common shares issuable to PHC stockholders is based on 4,891,667 of Acadia common shares issued to PHC stockholders multiplied by a stock price of $9.00. The equity consideration is reflected as a $49 increase in common stock based on the conversion of each PHC share into one-quarter of a share of Acadia common stock ($0.01 par value) and a $43,976 increase in additional paid-in capital. The total increase in additional paid-in capital of $45,629 also includes the estimated fair value of the vested portion of replacement equity-based awards of $1,543 and the $110 charge resulting from the accelerated vesting of the stock options held by PHC directors.

(b) The deferred tax liability of $183 represents the reclassification of PHC's deferred tax asset of $648 from other assets to other liabilities less acquisition adjustments of $831 related to book and tax basis differences in intangible assets acquired.

The acquired assets and liabilities assumed will be recorded at their relative fair values as of the closing date of the Merger. Estimated goodwill is based upon a determination of the fair value of assets acquired and liabilities assumed that is preliminary and subject to revision as the value of total consideration is finalized and additional information related to the fair value of property and equipment and other assets (including intangible assets) acquired and liabilities assumed becomes available. The actual determination of the fair value of assets acquired and liabilities assumed will differ from that assumed in these unaudited pro forma condensed consolidated financial statements and such differences may be material. Qualitative factors comprising goodwill include efficiencies derived through synergies expected by the elimination of certain redundant corporate functions and expenses, the ability to leverage call center referrals to a broader provider base, coordination of services provided across the combined network of facilities, achievement of operating efficiencies by benchmarking performance and applying best practices throughout the combined company.

(8) Represents a $719 increase in cash as a result of the Merger. The sources and uses of cash in connection with the Merger were as follows:

Sources:	
Issuance of $150,000 of 12.875% Senior Notes due 2018 ("Outstanding Notes")	$147,485
Uses:	
Cash payment to Acadia stockholders	(74,441)
Repayment of indebtedness under PHC's senior credit facility	(26,441)
Cash portion of Merger consideration	(5,000)
Transaction costs [a]	(40,884)
Cash adjustment	$ 719

(a) Costs incurred in connection with the Merger and related transactions included $16,525 of acquisition-related expenses (including approximately $2,403 of change in control payments due to certain PHC executives), $20,559 to terminate Acadia's professional services agreement with Waud Capital Partners and $3,800 of debt financing costs associated with the Outstanding Notes, the Second Amendment to the Senior Secured Credit Facility and a debt commitment letter issued by Jefferies Finance to provide a senior unsecured bridge loan facility of up to $150.0 million in the event that $150.0 million of the Outstanding Notes were not issued.

(9) Represents the effect of the Merger on the current portion and long-term portion of total debt, as follows:

	CURRENT PORTION	LONG-TERM PORTION	TOTAL DEBT
Repayment of indebtedness under PHC's senior credit facility	$ (235)	$ (26,206)	$ (26,441)
Issuance of Outstanding Notes	—	147,485	147,485
Adjustments	$ (235)	$121,279	$121,044

(10) Reflects the reclassification from YFCS other operating expenses of: (a) professional fees of $5,575, $1,901 and $6,724 for the nine months ended September 30, 2010, the three months ended March 31, 2011 and the twelve months ended December 31, 2010, respectively, (b) supplies expense of $6,211, $2,204 and $8,380 for the nine months ended September 30, 2010, the three months ended March 31, 2011 and the twelve months ended December 31, 2010, respectively, and (c) rent expense of $3,904, $1,320 and $5,244 for the nine months ended September 30, 2010, the three months ended March 31, 2011 and the twelve months ended December 31, 2010, respectively.

(11) Reflects the removal of acquisition-related expenses included in the historical statements of operations relating to Acadia's acquisition of YFCS, PHC's acquisition of MeadowWood and the Merger. Acadia recorded $104, $10,594 and $849 of acquisition-related expenses in the nine months ended September 30, 2010 and 2011 and the twelve months ended December 31, 2010, respectively. YFCS recorded $534 of sale-related expenses in the twelve months ended December 31, 2010. PHC recorded $2,896 of acquisition-related and sale-related expenses in the nine months ended September 30, 2011.

(12) Reflects the reclassification of workers' compensation insurance expense of $1,239 for the twelve months ended December 31, 2010 to salaries, wages and benefits.

(13) Represents the adjustments to depreciation and amortization expense as a result of recording the property and equipment and intangible assets at preliminary estimates of fair value as of the respective dates of the acquisitions, as follows:

(a) YFCS acquisition:

	AMOUNT	USEFUL LIVES (IN YEARS)	MONTHLY DEPRECIATION	NINE MONTHS ENDED SEPTEMBER 30, 2010	NINE MONTHS ENDED SEPTEMBER 30, 2011	TWELVE MONTHS ENDED DECEMBER 31, 2010
Land	$ 5,122	N/A	$ —	$ —	$ —	$ —
Land improvements	2,694	10	22	198	66	264
Building and improvements	21,832	25, or lease term	73	657	219	876
Equipment	2,024	3-7	53	477	159	636
Construction in progress	239	N/A	—	—	—	—
	31,911		148	1,332	444	1,776
Non-compete intangible asset	321	1	27	243	81	321
Patient-related intangible asset	1,200	0.25	400	1,200	—	1,200
Total depreciation and amortization expense				2,775	525	3,297
Less: historical depreciation and amortization expense				(2,612)	(2,019)	(3,456)
Depreciation and amortization expense adjustment				$ 163	$ (1,494)	$ (159)

The adjustment to decrease depreciation and amortization expense relates to the excess of the historical amortization of the pre-acquisition intangible assets of YFCS over the amortization expense resulting from the intangible assets identified by Acadia in its acquisition of YFCS.

(b) MeadowWood acquisition:

	AMOUNT	USEFUL LIVES (IN YEARS)	MONTHLY DEPRECIATION	NINE MONTHS ENDED SEPTEMBER 30, 2010	NINE MONTHS ENDED SEPTEMBER 30, 2011	TWELVE MONTHS ENDED DECEMBER 31, 2010
Land	$ 1,420	N/A	$ —	$ —	$ —	$ —
Building and improvements	7,700	25	26	234	156	312
Equipment	554	3-7	9	81	54	108
	9,674		35	315	210	420
Indefinite-lived license intangibles	700	N/A	—	—	—	—
Total depreciation and amortization expense				315	210	420
Less: historical depreciation and amortization expense				(229)	(179)	(308)
Depreciation and amortization expense adjustment				$ 86	$ 31	$ 112

(c) PHC acquisition:

	AMOUNT	USEFUL LIVES (IN YEARS)	MONTHLY DEPRECIATION	NINE MONTHS ENDED SEPTEMBER 30, 2010	NINE MONTHS ENDED SEPTEMBER 30, 2011	TWELVE MONTHS ENDED DECEMBER 31, 2010
Land	$ 1,540	N/A	$ —	$ —	$ —	$ —
Building and improvements	11,150	25, or lease term	93	837	837	1,116
Equipment	1,804	3-7	30	270	270	360
	14,494		123	1,107	1,107	1,476
Indefinite-lived license intangibles	700	N/A	—	—	—	—
Customer contract intangibles	1,100	5	19	171	171	228
Total depreciation and amortization expense				1,278	1,278	1,704
Less: PHC pro forma depreciation and amortization expense				(1,166)	(1,128)	(1,549)
Depreciation and amortization expense adjustment				$ 112	$ 150	$ 155

(14) Represents adjustments to interest expense to give effect to the Senior Secured Credit Facility entered into by Acadia on April 1, 2011, the debt incurred by PHC to fund the MeadowWood acquisition, the Second Amendment to the Senior Secured Credit Facility and the Outstanding Notes issued on November 1, 2011.

(a) The YFCS pro forma interest expense adjustment assumes that the interest rate of 4.2% at April 1, 2011, the closing date of the YFCS acquisition and the Senior Secured Credit Facility, was in effect for the entire period, as follows:

	NINE MONTHS ENDED SEPTEMBER 30, 2010	NINE MONTHS ENDED SEPTEMBER 30, 2011	TWELVE MONTHS ENDED DECEMBER 31, 2010
Interest related to Senior Secured Credit Facility	$ 4,653	$ 1,489	$ 6,134
Plus: Amortization of debt discount and deferred loan costs	875	291	1,165
	5,528	1,780	7,299
Less: historical interest expense of Acadia and YFCS	(6,262)	(1,949)	(8,252)
Interest expense adjustment	$ (734)	$ (169)	$ (953)

An increase or decrease of 0.125% in the assumed interest rate would result in a change in interest expense of $135, $65 and $178 for the nine months ended September 30, 2010, the nine months ended September 30, 2011 and the twelve months ended December 31, 2010, respectively.

(b) The PHC pro forma interest expense adjustment assumes that the interest rate of 7.75% at July 1, 2011, the closing date of the loans under PHC's senior credit facility funding the MeadowWood acquisition, was in effect for the entire period, as follows:

	NINE MONTHS ENDED SEPTEMBER 30, 2010	NINE MONTHS ENDED SEPTEMBER 30, 2011	TWELVE MONTHS ENDED DECEMBER 31, 2010
Interest related to PHC's senior credit facility	$ 1,536	$ 1,521	$ 2,046
Plus: Amortization of debt discount and deferred loan costs	286	286	381
	1,822	1,807	2,427
Less: historical interest expense of PHC and MeadowWood	(635)	(1,438)	(851)
Interest expense adjustment	$ 1,187	$ 369	$ 1,576

An increase or decrease of 0.125% in the assumed interest rate would result in a change in interest expense of $24, $24 and $33 for the nine months ended September 30, 2010, the nine months ended September 30, 2011 and the twelve months ended December 31, 2010, respectively.

(c) The pro forma interest expense adjustment for the Merger assumes that the interest rate of 12.875% for the Outstanding Notes and the 0.50% increase in the interest rate applicable to the Senior Secured Credit Facility related to the Second Amendment were in effect for the entire period, as follows:

	NINE MONTHS ENDED SEPTEMBER 30, 2010	NINE MONTHS ENDED SEPTEMBER 30, 2011	TWELVE MONTHS ENDED DECEMBER 31, 2010
Interest related to Outstanding Notes	$ 14,484	$ 14,484	$ 19,312
Interest related to the Second Amendment to the Senior Secured Credit Facility	537	512	712
Plus: Amortization of debt discount and deferred loan costs	840	840	1,120
	15,861	15,836	21,144
Less: Interest related to PHC's senior credit facility repaid on November 1, 2011	(1,822)	(1,807)	(2,427)
Interest expense adjustment	$ 14,039	$ 14,029	$ 18,717

An increase or decrease of 0.125% in the assumed interest rate on the Outstanding Notes and the Senior Secured Credit Facility would result in a change in interest expense of $135, $129 and $178 for the nine months ended September 30, 2010, the nine months ended September 30, 2011 and the twelve months ended December 31, 2010, respectively.

(15) Reflects an increase in income taxes of $2,453 for the nine months ended September 30, 2010, a decrease in income taxes of $133 for the nine months ended September 30, 2011 and an increase in income taxes of $2,448 for the twelve months ended December 31, 2010 to give effect to the election by Acadia Healthcare Company, LLC to be treated as a taxable corporation on April 1, 2011.

(16) Reflects adjustments to income taxes to reflect the impact of the above pro forma adjustments applying combined federal and state statutory tax rates for the respective periods.

(17) Represents the elimination of advisory fees paid to Waud Capital Partners pursuant to our professional services agreement dated April 1, 2011. The adjustment to eliminate advisory fees is factually supportable and directly attributable to the termination of the professional services agreement dated April 1, 2011. The adjustment to eliminate advisory fees is factually supportable and directly attributable to the termination of the professional services agreement on November 1, 2011.

(18) Adjustments to weighted average shares used to compute basic and diluted earnings per unit/share are as follows:

Basic earnings per unit/share

- The conversion and exchange of each Class A and Class B common shares of PHC for one-quarter (1/4) of a share of common stock of Acadia. The issuance of Acadia common stock based on the one-to-four conversion rate and the weighted average shares outstanding for the respective periods is 4,931,829, 4,891,667 and 4,903,097 for the nine months ended September 30, 2010, the nine months ended September 30, 2011 and the twelve months ended December 31, 2010, respectively. Weighted average shares outstanding are derived from PHC, Inc. consolidated financial statements for the respective periods.

Diluted earnings per unit/share

- The adjustments described above related to basic earnings per unit/share.
- The conversion of outstanding PHC employee stock options and warrants into substantially equivalent Acadia stock options and warrants. The estimated incremental dilutive effect of the stock options and warrants, derived from the consolidated financial statements of PHC based on the one-to-four conversion rate applicable to such award, is 21,709. The options and warrants do not have a dilutive effect for the nine months ended September 30, 2011 and twelve months ended December 31, 2010 given the pro forma combined loss from continuing operations.

SELECTED HISTORICAL FINANCIAL INFORMATION

Acadia Historical Financial Data

The selected financial data presented below as of and for the fiscal years ended December 31, 2006, 2007, 2008, 2009 and 2010 and as of and for the nine months ended September 30, 2010 and 2011 do not give effect to the YFCS acquisition prior to April 1, 2011 or the consummation of the Merger. We have derived the selected consolidated financial data presented below as of December 31, 2009 and 2010 and for each of the three years in the period ended December 31, 2010 from Acadia Healthcare Company, LLC's audited consolidated financial statements included elsewhere in this prospectus. We have derived the selected consolidated financial data presented below as of December 31, 2006, 2007 and 2008 and for each of the two years in the period ended December 31, 2007 from Acadia Healthcare Company, LLC's audited consolidated financial statements not included in this prospectus. We have derived the selected consolidated financial data presented below as of and for the nine months ended September 30, 2010 and 2011 from Acadia Healthcare Company, Inc.'s unaudited interim condensed consolidated financial statements included elsewhere in this prospectus. The results for the nine months ended September 30, 2011 are not necessarily indicative of the results that may be expected for the entire fiscal year. The selected consolidated financial data below should be read in conjunction with the "Acadia Management's Discussion and Analysis of Financial Condition and Results of Operations," "Unaudited Pro Forma Condensed Combined Financial Information" and Acadia Healthcare Company, LLC's consolidated financial statements and the notes thereto included elsewhere in this prospectus. In addition to the acquisitions described in the notes to the consolidated financial statements included elsewhere in this prospectus, Acadia completed the acquisitions of the Vermillion and Montana facilities in 2006 and the Abilene facility in 2007. On May 13, 2011, Acadia Healthcare Company, LLC elected to convert to a corporation (Acadia Healthcare Company, Inc.) in accordance with Delaware law.

	YEAR ENDED DECEMBER 31,					NINE MONTHS ENDED SEPTEMBER 30,	
	2006	2007	2008	2009	2010	2010 (unaudited)	2011 (unaudited)
	(In thousands, except per share data)						
Income Statement Data:							
Net patient service revenue	$ 8,542	$ 25,512	$ 33,353	$51,821	$64,342	$ 48,344	$ 146,019
Salaries, wages and benefits [1]	7,269	19,212	22,342	30,752	36,333	28,980	110,750
Professional fees	1,103	1,349	952	1,977	3,612	1,151	5,111
Provision for doubtful accounts	304	991	1,804	2,424	2,239	1,803	1,664
Other operating expenses [2]	4,865	8,112	8,328	12,116	13,286	8,792	24,344
Depreciation and amortization	202	522	740	967	976	728	3,114
Interest expense, net	171	992	729	774	738	549	4,143
Sponsor management fees	—	—	—	—	—	105	1,135
Transaction related expenses	—	—	—	—	—	104	10,594
Income (loss) from continuing operations, before income taxes	(5,372)	(5,666)	(1,542)	2,811	7,158	6,132	(14,836)
Income tax provision (benefit)	—	—	20	53	477	459	3,382
Income (loss) from continuing operations	(5,372)	(5,666)	(1,562)	2,758	6,681	5,673	(18,218)
(Loss) gain from discontinued operations, net of income taxes	(838)	(3,208)	(156)	119	(471)	13	(765)
(Loss) income on disposal of discontinued operations, net of income taxes	—	(2,019)	—	—	—	—	—
Net income (loss)	$ (6,210)	$ (10,893)	$ (1,718)	$ 2,877	$ 6,210	$ 5,686	$ (18,983)
Income (loss) from continuing operations per share basic and diluted	$ (0.30)	$ (0.32)	$ (0.09)	$ 0.16	$ 0.38	$ 0.32	$ (1.03)
Cash dividends per share	—	—	—	—	$ 0.13	$ 0.13	$ 0.02

	YEAR ENDED DECEMBER 31,					NINE MONTHS ENDED SEPTEMBER 30,	
	2006	2007	2008	2009	2010	2010 (unaudited)	2011 (unaudited)
				(In thousands)			
Other Financial Data:							
Ratio of earnings to fixed charges [3]	—	—	—	3.95x	8.03x	9.18x	—
Balance Sheet Data (as of end of period):							
Cash and equivalents	$ 28	$ 1,681	$ 45	$ 4,489	$ 8,614	$ 6,479	$ 1,254
Total assets	17,878	23,414	32,274	41,254	45,395	42,937	269,609
Total debt	3,889	11,608	11,062	10,259	9,984	10,051	138,125
Total members' equity	7,568	7,135	15,817	21,193	25,107	24,648	76,986

(1) Salaries, wages and benefits for the nine months ended September 30, 2011 includes $19.8 million of equity-based compensation expense recorded related to equity units issued in conjunction with the YFCS acquisition.

(2) Expenses of $0.9 million and $10.6 million, related to the acquisition of YFCS and the Merger are reflected in other operating expenses for the twelve months ended December 31, 2010 and the nine months ended September 30, 2011, respectively.

(3) For purposes of calculating earnings to fixed charges, earnings consists of income (loss) from continuing operations before income taxes and fixed charges. Fixed charges include interest expense and the estimated interest portion of rent expense. Earnings were insufficient to cover fixed charges by approximately $4.8 million, $5.7 million, $1.5 million and $14.8 million for the year ended December 31, 2006, the year ended December 31, 2007, the year ended December 31, 2008 and the nine months ended September 30, 2011, respectively.

YFCS Historical Financial Data

The selected financial data presented below as of and for the fiscal years ended December 31, 2006, 2007, 2008, 2009 and 2010 and as of and for the three months ended March 31, 2010 and 2011 do not give effect to Acadia's acquisition of YFCS or the consummation of the Merger. Acadia acquired YFCS on April 1, 2011, and the financial results of Acadia give effect to the acquisition of YFCS from the date of acquisition. We have derived the selected financial data presented below for the fiscal years ended December 31, 2009 and 2010 and for each of the three years in the period ended December 31, 2010 from YFCS' audited consolidated financial statements included elsewhere in this prospectus. We have derived the selected consolidated financial data presented below for the fiscal years ended December 31, 2006, 2007 and 2008 and for each of the two years in the period ended December 31, 2007 from YFCS' audited financial statements not included in this prospectus. We have derived the selected consolidated financial data presented below as of and for the three months ended March 31, 2010 and 2011 from YFCS' unaudited interim condensed consolidated financial statements included elsewhere in this prospectus. The results for the three months ended March 31, 2011 are not necessarily indicative of the results that may have been expected for the entire fiscal year. The selected consolidated financial data below should be read in conjunction with the "Acadia Management's Discussion and Analysis of Financial Condition and Results of Operations—YFCS Acquisition," "Unaudited Pro Forma Condensed Combined Financial Information" and YFCS' consolidated financial statements and the notes thereto included elsewhere in this prospectus.

	YEAR ENDED DECEMBER 31,					THREE MONTHS ENDED MARCH 31,	
	2006	2007	2008	2009	2010	2010 (unaudited)	2011 (unaudited)
				(In thousands)			
Income Statement Data:							
Revenue	$ 149,837	$ 171,425	$ 180,646	$ 186,586	$ 184,386	$ 45,489	$ 45,686
Salaries and benefits	88,870	105,754	110,966	113,870	113,931	27,813	29,502
Other operating expenses	32,216	36,799	37,704	37,607	38,146	8,944	9,907
Provision for bad debts	365	1,411	1,902	(309)	525	56	208
Interest expense	14,280	14,768	12,488	9,572	7,514	1,954	1,726
Depreciation and amortization	8,846	9,890	9,419	7,052	3,456	914	819
Impairment of goodwill	—	—	—	—	23,528	—	—
Income (loss) from continuing operations, before income taxes	5,260	2,803	8,167	18,794	(2,714)	5,808	3,524
Provision for income taxes	1,491	1,252	3,132	7,133	5,032	2,267	1,404
Income (loss) from continuing operations	3,769	1,551	5,035	11,661	(7,746)	3,541	2,120
Income (loss) from discontinued operations, net of income taxes	(2,160)	844	964	(1,443)	(4,060)	(151)	(64)
Net income (loss)	$ 1,609	$ 2,395	$ 5,999	$ 10,218	$ (11,806)	$ 3,390	$ 2,056
Balance Sheet Data (as of end of period):							
Cash and equivalents	$ 8,492	$ 6,875	$ 20,874	$ 15,294	$ 5,307	$ 8,570	$ 4,009
Total assets	279,091	268,622	271,446	254,620	217,530	249,748	216,609
Total debt	151,102	139,687	138,234	112,127	86,073	98,831	84,304
Total stockholders' equity	94,244	96,647	102,696	113,921	102,126	117,311	104,182

PHC Historical Financial Data

The selected financial data presented below for the fiscal years ended June 30, 2007, 2008, 2009, 2010 and 2011 do not give effect to the acquisition of MeadowWood (substantially all of the assets of HHC Delaware) or the consummation of the Transactions. The consolidated financial statements of PHC and the notes related thereto are included elsewhere in this prospectus. PHC has derived the selected financial data presented below as of June 30, 2010 and 2011 and for each of the two years in the period ended June 30, 2011 from PHC's audited consolidated financial statements included elsewhere in this prospectus. PHC has derived the selected financial data presented below as of June 30, 2007, 2008 and 2009 and for each of the three years in the period ended June 30, 2009 from PHC's audited consolidated financial statements not included in this prospectus. PHC has derived the selected financial data presented below as of and for the three months ended September 30, 2010 and 2011 from PHC's unaudited consolidated interim financial statements included elsewhere in this prospectus. The selected financial data below should be read in conjunction with "PHC Management's Discussion and Analysis of Financial Condition and Results of Operations," "Unaudited Pro Forma Condensed Combined Financial Information" and PHC's consolidated financial statements and the notes thereto included elsewhere in this prospectus.

	YEAR ENDED JUNE 30,					THREE MONTHS ENDED SEPTEMBER 30,	
	2007	2008	2009	2010	2011	2010	2011
	(In thousands, except per share data)						
Income Statement Data:							
Revenues	$ 40,563	$ 45,397	$ 46,411	$ 53,077	$ 62,008	$ 15,071	$ 20,684
Patient care expenses	19,738	22,133	23,835	26,307	30,236	7,024	10,466
Contract expenses	3,103	3,390	3,016	2,965	3,618	708	1,070
Provision for doubtful accounts	1,933	1,311	1,638	2,131	3,406	1,003	1,263
Administrative expenses	12,722	15,465	18,721	19,111	22,206	5,100	7,360
Legal settlement	—	—	—	—	446	—	—
Operating income (loss)	3,067	3,098	(799)	2,563	2,096	1,236	525
Other income including interest expense, net	(8)	(148)	(177)	(37)	(108)	—	(949)
Income (loss) before income taxes	3,059	2,950	(976)	2,526	1,988	1,236	(424)
Provision for (benefit from) income taxes	1,144	1,366	65	1,106	1,408	(557)	140
Net income (loss) from continuing operations	1,915	1,584	(1,041)	1,420	580	679	(284)
Net income (loss) from discontinued operations	(233)	(1,259)	(1,413)	—	—	—	—
Net income (loss)	$ 1,682	$ 325	$ (2,454)	$ 1,420	$ 580	$ 679	$ (284)
Net income (loss) from continuing operations per share of common stock							
Basic	$ 0.10	$ 0.08	$ (0.05)	$ 0.07	$ 0.03	$ 0.03	$ (0.01)
Diluted	$ 0.10	$ 0.08	$ (0.05)	$ 0.07	$ 0.03	$ 0.03	$ (0.01)
Cash dividends per share of common stock	$ —	$ —	$ —	$ —	$ —	$ —	$ —
Balance Sheet Data (as of end of period):							
Cash and equivalents	3,308	$ 3,142	$ 3,199	$ 4,540	$ 3,668	$ 3,066	$ 3,261
Total assets	26,856	26,507	22,692	25,650	28,282	25,101	51,825
Total debt	2,566	2,422	2,241	2,557	2,239	2,340	26,535
Total stockholders' equity	18,250	18,659	16,044	17,256	17,915	17,879	17,678

ACADIA MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

You should read the following discussion and analysis of our financial condition and results of operations with "Selected Historical Financial Information—Acadia Historical Financial Data" and the audited consolidated financial statements and notes thereto included elsewhere in this prospectus. This discussion contains forward-looking statements and involves numerous risks and uncertainties, including but not limited to those described in the "Risk Factors" section of this prospectus. Actual results may differ materially from those contained in any forward-looking statements. You should read "Forward-Looking Statements" and "Risk Factors."

Overview

Our business strategy is to acquire and develop inpatient behavioral health care facilities and improve our operating results within our inpatient facilities and our other behavioral health care operations. From 2006 through 2010, the Company acquired 8 inpatient behavioral and substance abuse facilities. During this time, the Company also closed two underperforming assets. Our goal is to improve the operating results of our facilities by providing high quality services, expanding referral networks and marketing initiatives while meeting the increased demand for behavioral health care services through expansion of our current locations as well as developing new services within existing locations.

On April 1, 2011, Acadia completed the acquisition of YFCS, the largest private, for-profit provider of behavioral health, education and long-term support services exclusively for abused and neglected children and adolescents, for $178.0 million. YFCS operates 13 facilities in eight states and offers a broad array of behavioral programs to adults, adolescents and children. These programs include behavioral acute and residential care in inpatient facilities, therapeutic group homes, therapeutic foster care services, education, and other community based services. This transaction was financed with a new $135.0 million term loan facility and $10 million of borrowings on a new $30 million revolving credit facility, as well as $52.5 million of new equity contributions. On November 1, 2011, Acadia completed the Merger with PHC, a leading national provider of inpatient and outpatient mental health and drug and alcohol addiction treatment programs in Delaware, Michigan, Nevada, Pennsylvania, Utah and Virginia. In connection with the Merger, we issued $150.0 million of the Outstanding Notes and used the proceeds of such debt issuance primarily to pay a cash dividend of $74.4 million to existing Acadia stockholders, repay PHC indebtedness of $26.4 million, fund the $5.0 million cash portion of the merger consideration issued to the holders of PHC's Class B Common Stock, pay a $20.6 million fee to terminate the professional services agreement between Acadia and Waud Capital Partners and pay transaction-related expenses. The Outstanding Notes were issued at a discount of $2.5 million. Additionally, pursuant to the merger agreement, we issued 4,891,667 shares of common stock of Acadia Healthcare Company, Inc. to the holders of PHC's Class A Common Stock and Class B Common Stock based on a one-to-four conversion rate and 19,566,668 PHC shares outstanding immediately prior to the Merger.

The addition of PHC's portfolio of facilities and services makes us the leading publicly traded pure-play provider of inpatient behavioral healthcare services based upon number of licensed beds in the United States. We believe that the Merger, together with Acadia's recent acquisition of YFCS, positions the combined company as a leading platform in a highly fragmented industry under the direction of an experienced management team that has significant industry expertise. We expect to take advantage of several strategies that are more accessible as a result of our increased size and geographic scale, including implementing a national marketing strategy to attract new patients and referral sources, increasing our volume of out-of-state referrals, providing a broader range of services to new and existing patients and clients and selectively pursuing opportunities to expand our facility and bed count.

The combined company's facilities will further diversify our payor base, services offered and geographic footprint. We believe that greater geographic diversification will, among other things, limit our

exposure to specific Medicaid payors funded by any specific state. On a pro forma basis giving effect to the Merger, we would have received Medicaid funding from 23 states over the year ended December 31, 2010. PHC's focus on providing services to individuals in the gaming and transportation industries will further limit our reimbursement risk by diversifying our revenues across new services and third party payors. The addition of PHC also provides diversification away from inpatient and outpatient services by adding internet and telephonic-based support services, which we believe is an attractive growth opportunity. PHC's internet and telephonic-based services include crisis intervention, critical incidents coordination, employee counselor support, client monitoring, case management and health promotion.

Anticipated Synergies, Cost Savings and Revenue Improvements

We believe that the Merger presents significant synergies through the elimination of certain corporate overhead costs. The current PHC corporate functions will be integrated with and moved to the existing Acadia corporate offices in Franklin, TN. As a result, we will eliminate certain redundant positions, professional services and other expenses, as well as achieve efficiencies by integrating corporate functions within a larger company framework. We are targeting annual cost savings of approximately $3.4 million per annum beginning in fiscal 2012 as a result of this integration. In addition to these cost savings, we believe that there are substantial opportunities to generate organic revenue growth by increasing bed capacity in existing facilities, increasing utilization rates at our existing facilities, leveraging out-of-state referrals to increase volume, developing a national marketing plan and expanding services at existing facilities. For example, since September 1, 2011, we have added 76 beds and expect to add approximately 95 additional beds by March 31, 2012. Additionally, 42 beds have been converted from residential treatment care beds to acute psychiatric care beds, which have higher reimbursement rates on average.

In addition to synergies relating to the Merger, we currently expect that the capitalization of a certain facility lease will reduce lease expense by approximately $0.7 million per annum. We incurred costs related to the closing of the YFCS corporate office, including the costs of temporarily retaining certain employees for a transitional period following the acquisition date, of approximately $0.9 million for the six months ended September 30, 2011. We have also identified a recent improvement to our revenue base from a rate increase on one of our contracts effective in March 2011. We believe that this improvement would have had a positive effect on operating income (before taxes) of $0.3 million and $1.9 million for the nine months ended September 30, 2011 and the twelve months ended December 31, 2010, respectively. We estimated the improvement from the rate increase by multiplying historical plan enrollment by the newly-contracted rate. In addition, we incurred start up losses at the Seven Hills Behavioral Center, which was opened in the fourth quarter of 2008 and became CMS certified in July 2010. We estimate that the Seven Hills Behavioral Center would have generated additional operating income (before taxes) of approximately $0.2 million and $0.8 million for the nine months ended September 30, 2011 and the twelve months ended December 31, 2010, respectively, if such facility were operating at expected levels at the beginning of the period. See "Risk Factors—Risks Relating to Our Business—We may not achieve all of the expected benefits from synergies, cost savings and recent improvements to our revenue base."

Sources of Revenue

We receive payments from the following sources, or services rendered in our facilities: (i) state governments under their respective Medicaid programs and otherwise; (ii) private insurers, including managed care plans; (iii) the federal government under the Medicare Program (Medicare) administered by the Center for Medicare and Medicaid Services (CMS); and (iv) directly from other payors including individual patients and clients. For the twelve months ended September 30, 2011, on a pro forma basis giving effect to the Merger and the acquisition of YFCS, approximately 66% of our revenue came from Medicaid, approximately 21% came from private insurers, approximately 8% came from Medicare and approximately 5% came from other payors.

Results of Operations

The following table illustrates our consolidated results of operations from continuing operations for the respective periods shown (dollars in thousands):

	YEAR ENDED DECEMBER 31,						NINE MONTHS ENDED SEPTEMBER 30,			
	2008		2009		2010		2010		2011	
	AMOUNT	%	AMOUNT	%	AMOUNT	%	AMOUNT	%	AMOUNT	%
Revenue	$ 33,353	100.0%	$ 51,821	100.0%	$ 64,342	100.0%	$ 48,344	100.0%	$ 146,019	100.0%
Salaries, wages and benefits	22,342	67.0%	30,752	59.3%	36,333	56.5%	28,980	59.9%	110,750	75.8%
Professional fees	952	2.9%	1,977	3.8%	3,612	5.6%	1,151	2.4%	5,111	3.5%
Supplies	2,076	6.2%	2,841	5.5%	3,709	5.8%	2,851	5.9%	7,665	5.3%
Rents and leases	852	2.6%	885	1.7%	1,288	2.0%	961	2.0%	3,725	2.6%
Other operating expenses	5,400	16.2%	8,390	16.2%	8,289	12.9%	4,980	10.3%	12,954	8.9%
Provision for doubtful accounts	1,804	5.4%	2,424	4.7%	2,239	3.5%	1,803	3.7%	1,664	1.1%
Depreciation and amortization	740	2.2%	967	1.9%	976	1.5%	728	1.5%	3,114	2.1%
Interest expense	729	2.2%	774	1.5%	738	1.1%	549	1.1%	4,143	2.8%
Sponsor management fees	—	—	—	—	—	—	105	0.2%	1,135	0.8%
Transaction related expenses	—	—	—	—	—	—	104	0.2%	10,594	7.3%
	34,895	104.6%	49,010	94.6%	57,184	88.9%	42,212	87.2%	160,855	110.2%
Income (loss) from continuing operations, before income taxes	(1,542)	(4.6)%	2,811	5.4%	7,158	11.1%	6,132	12.8%	(14,836)	(10.2)%
Provision for income taxes	20	0.1%	53	0.1%	477	0.7%	459	0.9%	3,382	2.3%
Income (loss) from continuing operations	$ (1,562)	(4.7)%	$ 2,758	5.3%	$ 6,681	10.4%	$ 5,673	11.9%	$ (18,218)	(12.5)%

Nine Months Ended September 30, 2011 as Compared to the Nine Months Ended September 30, 2010

Revenue. Revenue increased $97.7 million, or 202.0%, to $146.0 million for the nine months ended September 30, 2011 compared to $48.3 million for the nine months ended September 30, 2010. The increase relates primarily to the $92.4 million of revenue generated from the acquisition of YFCS on April 1, 2011 for the nine months ended September 30, 2011. The remainder of the increase in revenue is attributable to same-facility growth in patient days for the nine months ended September 30, 2011 of 7.0% and outpatient visits of 16.4% compared to the nine months ended September 30, 2010.

Salaries, wages and benefits. SWB expense was $110.8 million for the nine months ended September 30, 2011 compared to $29.0 million for the nine months ended September 30, 2010, an increase of $81.8 million. SWB expense includes $19.8 million of equity-based compensation expense for the nine months ended September 30, 2011. This equity-based compensation was realized because the YFCS acquisition and the Merger have provided a means to measure the fair market value of these awards. We do not expect equity-based compensation to be this significant in future periods because the merger of PHC exchanged this equity for common stock of the combined company. There was no equity-based compensation expense during the nine months ended September 30, 2010. Excluding equity-based compensation expense, SWB expense was $90.9 million, or 62.3% of revenue, for the nine months ended September 30, 2011, compared to 59.9% of revenue for the nine months ended September 30, 2010. The increase in SWB expense, excluding equity-based compensation expense, as a percent of revenue is attributable to the higher SWB expense associated with the facilities acquired from YFCS on April 1, 2011. Same-facility SWB expense, excluding equity-based compensation expense, was $31.0 million for the nine months ended September 30, 2011, or 57.9% of revenue, compared to $29.0 million for the nine months ended September 30, 2010, or 59.9% of revenue.

Professional fees. Professional fees were $5.1 million for the nine months ended September 30, 2011, or 3.5% of revenue, compared to $1.2 million for the nine months ended September 30, 2010, or 2.4% of revenue. Same-facility professional fees were $1.2 million for the nine months ended September 30, 2011, or 2.2% of revenue, compared to $1.2 million for the nine months ended September 30, 2010, or 2.4% of revenue.

Supplies. Supplies expense was $7.7 million for the nine months ended September 30, 2011, or 5.3% of revenue, compared to $2.9 million for the nine months ended September 30, 2010, or 5.9% of revenue. Same-facility supplies expense was $3.1 million for the nine months ended September 30, 2011, or 5.8% of revenue, compared to $2.9 million for the nine months ended September 30, 2010, or 5.9% of revenue.

Rents and leases. Rents and leases were $3.7 million for the nine months ended September 30, 2011, or 2.6% of revenue, compared to $1.0 million for the nine months ended September 30, 2010, or 2.0% of revenue. The increase in rents and leases is attributable to the acquisition of YFCS on April 1, 2011. Same-facility rents and leases were $1.0 million for the nine months ended September 30, 2011, or 1.9% of revenue, compared to $1.0 million for the nine months ended September 30, 2010, or 2.0% of revenue.

Other operating expenses. Other operating expenses consist primarily of purchased services, utilities, insurance, travel and repairs and maintenance expenses. Other operating expenses were $13.0 million for the nine months ended September 30, 2011, or 8.9% of revenue, compared to $5.0 million for the nine months ended September 30, 2010, or 10.3% of revenue. The decrease in other operating expenses as a percentage of revenue is attributable to the lower other operating expenses associated with the facilities acquired from YFCS on April 1, 2011. Same-facility other operating expenses were $6.0 million for the nine months ended September 30, 2011, or 11.1% of revenue, compared to $5.1 million for the nine months ended September 30, 2010, or 10.6% of revenue.

Provision for doubtful accounts. The provision for doubtful accounts was $1.7 million for the nine months ended September 30, 2011, or 1.1% of revenue, compared to $1.8 million for the nine months ended September 30, 2010, or 3.7% of revenue. The decrease in the provision for doubtful accounts is attributable to the lower volumes of private pay admissions and bad debts associated with the facilities acquired from YFCS on April 1, 2011. The same-facility provision for doubtful accounts was $1.7 million for the nine months ended September 30, 2011, or 3.1% of revenue, compared to $1.8 million for the nine months ended September 30, 2010, or 3.7% of revenue.

Depreciation and amortization. Depreciation and amortization expense was $3.1 million for the nine months ended September 30, 2011, or 2.1% of revenue, compared to $0.7 million for the nine months ended September 30, 2010, or 1.5% of revenue. The increase in depreciation and amortization is attributable to the acquisition of YFCS on April 1, 2011.

Interest expense. Interest expense was $4.1 million for the nine months ended September 30, 2011 compared to $0.5 million for the nine months ended September 30, 2010. The increase in interest expense is a result of the $145.0 million we borrowed under our Senior Secured Credit Facility on April 1, 2011.

Sponsor management fees. Sponsor management fees were $1.1 million for the nine months ended September 30, 2011 compared to $0.1 million for the nine months ended September 30, 2010. Sponsor management fees relate to our professional services agreement with Waud Capital Partners, which was terminated on November 1, 2011.

Transaction-related expenses. Transaction-related expenses were $10.6 million for the nine months ended September 30, 2011 compared to $0.1 million for the nine months ended September 30, 2010. Transaction-related expenses represent costs incurred in the respective periods related to the acquisition of YFCS on April 1, 2011 and the merger with PHC completed on November 1, 2011.

Year Ended December 31, 2010 as Compared to Year Ended December 31, 2009

Revenue. Revenue increased $12.5 million, or 24.2%, to $64.3 million for the year ended December 31, 2010 compared to $51.8 million for the year ended December 31, 2009. On a same-facility basis, revenue increased $7.0 million or 13.5% for the year ended December 31, 2010 compared to the year ended December 31, 2009. Same-facility revenue growth is attributable to an increase in same-facility inpatient days of 10.3% and an increase in same-facility outpatient visits of 17.6%. Revenue increased by $5.5 million in 2010 compared to 2009 as a result of the acquisitions of the Acadiana facility on March 5, 2009 and The Village facility on November 2, 2009.

Salaries, wages and benefits. SWB expense was $36.3 million for the year ended December 31, 2010 compared to $30.8 million for the year ended December 31, 2009, an increase of $5.5 million, or 18.1%. SWB expense represented 56.5% of revenue for the year ended December 31, 2010 compared to 59.3% of revenue for the year ended December 31, 2009. Same-facility SWB expense was $32.8 million in 2010, or 55.8% of revenue, compared to $30.8 million in 2009, or 59.3% of revenue. This decrease in same-facility SWB expense as a percent of revenue is primarily the result of improved operating efficiencies on higher volumes.

Professional fees. Professional fees were $3.6 million for the year ended December 31, 2010, or 5.6% of revenue, compared to $2.0 million for the year ended December 31, 2009, or 3.8% of revenue. Professional fees increased for the year ended December 31, 2010 compared to the year ended December 31, 2009 primarily as a result of approximately $0.8 million of acquisition-related expenses incurred in the year ended December 31, 2010 in connection with the YFCS acquisition. Same-facility professional fees, excluding acquisition-related expenses, were $2.7 million in 2010, or 4.5% of revenue, compared to $2.0 million in 2009, or 3.8% of revenue.

Supplies. Supplies expense was $3.7 million for the year ended December 31, 2010, or 5.8% of total revenue, compared to $2.8 million for the year ended December 31, 2009, or 5.5% of total revenue. Same-facility supplies expense was $3.2 million in 2010, or 5.4% of revenue, compared to $2.8 million in 2009, or 5.5% of revenue.

Rentals and leases. Rentals and leases were $1.3 million for the year ended December 31, 2010, or 2.0% of total revenue, compared to $0.9 million for the year ended December 31, 2009, or 1.7% of total revenue. Same-facility rentals and leases were $1.0 million in 2010, or 1.7% of revenue, compared to $0.9 million in 2009, or 1.7% of revenue.

Other operating expenses. Other operating expenses consist primarily of purchased services, utilities, insurance, travel and repairs and maintenance expenses. Other operating expenses were $8.3 million for the year ended December 31, 2010, or 12.9% of revenue, compared to $8.4 million for the year ended December 31, 2009, or 16.2% of revenue. Same-facility other operating expenses were $7.6 million in 2010, or 12.8% of revenue, compared to $8.4 million in 2009, or 16.2% of revenue. This decrease in same-facility other operating expenses as a percent of revenue is primarily attributable to reductions in insurance premiums as well as improved operating efficiencies.

Provision for doubtful accounts. The provision for doubtful accounts was $2.2 million for the year ended December 31, 2010, or 3.5% of revenue, compared to $2.4 million for the year ended December 31, 2009, or 4.7% of revenue. This decrease as a percent of revenue was a result of improved collection efforts at our facilities.

Depreciation and amortization. Depreciation and amortization expense was $1.0 million for the year ended December 31, 2010, or 1.5% of revenue, compared to $1.0 million for the year ended December 31, 2009, or 1.9% of revenue.

Interest expense. Interest expense was $0.7 million for the year ended December 31, 2010 compared to $0.8 million for the year ended December 31, 2009.

Year Ended December 31, 2009 as Compared to Year Ended December 31, 2008

Revenue. Revenue increased $18.5 million, or 55.4%, to $51.8 million for the year ended December 31, 2009 compared to $33.4 million for the year ended December 31, 2008. On a same-facility basis, revenue increased $5.3 million or 15.8% for the year ended December 31, 2009 compared to the year ended December 31, 2008. Same-facility revenue growth is attributable to an increase in same-facility inpatient days of 6.4% and an increase in same-facility outpatient visits of 21.9%. Revenue increased in 2009 compared to 2008 by $13.2 million related to the acquisitions of RiverWoods in September 2008, Acadiana in March 2009, and The Village in November 2009.

Salaries, wages and benefits. SWB expense was $30.8 million for the year ended December 31, 2009 compared to $22.3 million for the year ended December 31, 2008, an increase of $8.4 million, or 37.6%. SWB expense represented 59.3% of revenue for the year ended December 31, 2009 compared to 67.0% of revenue for the year ended December 31, 2008. Same-facility SWB expense was $24.5 million in 2009, or 63.5% of revenue, compared to $22.3 million in 2008, or 67.0% of revenue. This decrease in same-facility SWB expense as a percent of revenue is primarily the result of improved operating efficiencies on higher volumes.

Professional fees. Professional fees were $2.0 million for the year ended December 31, 2009, or 3.8% of revenue, compared to $1.0 million for the year ended December 31, 2008, or 2.9% of revenue. This $1.0 million increase in professional fees is primarily related to acquisition costs associated with the Acadiana facility and The Village facility.

Supplies. Supplies expense was $2.8 million for the year ended December 31, 2009, or 5.5% of total revenue, compared to $2.1 million for the year ended December 31, 2008, or 6.2% of total revenue. Same-facility supplies expense was $2.1 million in 2009, or 5.6% of revenue, compared to $2.1 million in 2008, or 6.2% of revenue. This decrease in same-facility supplies expense as a percent of revenue is primarily the result of improved operating efficiencies on higher volumes.

Rentals and leases. Rentals and leases were $0.9 million for the year ended December 31, 2009, or 1.7% of total revenue, compared to $0.9 million for the year ended December 31, 2008, or 2.6% of total revenue. Same-facility rentals and leases were $0.7 million in 2009, or 1.9% of revenue, compared to $0.9 million in 2008, or 2.6% of revenue.

Other operating expenses. Other operating expenses consist primarily of purchased services, utilities, insurance, travel and repairs and maintenance expenses. Other operating expenses were $8.4 million for the year ended December 31, 2009, or 16.2% of revenue, compared to $5.4 million for the year ended December 31, 2008, or 16.2% of revenue.

Provision for doubtful accounts. The provision for doubtful accounts was $2.4 million for the year ended December 31, 2009, or 4.7% of revenue, compared to $1.8 million for the year ended December 31, 2008, or 5.4% of revenue. This decrease as a percent of revenue was a result of improved collection efforts at our facilities.

Depreciation and amortization. Depreciation and amortization expense was $1.0 million for the year ended December 31, 2009, or 1.9% of revenue, compared to $0.7 million for the year ended December 31, 2008, or 2.2% of revenue.

Interest expense. Interest expense was $0.8 million for the year ended December 31, 2009 compared to $0.7 million for the year ended December 31, 2008.

Liquidity and Capital Resources

Historical

Cash provided by continuing operating activities for the nine months ended September 30, 2011 was $8.6 million compared to $5.3 million for the nine months ended September 30, 2010. The increase in cash provided by continuing operating activities is primarily attributable to cash provided by continuing operating activities of the YFCS facilities acquired on April 1, 2011. Cash provided by continuing operating activities includes transaction-related expenses. As of September 30, 2011, our current liabilities included approximately $2.8 million of transaction-related expenses incurred related to the YFCS acquisition and Merger. Days sales outstanding for the nine months ended September 30, 2011 was 37 compared to 36 for the nine months ended September 30, 2010.

Cash used in continuing investing activities for the nine months ended September 30, 2011 was $187.6 million compared to $1.0 million for the nine months ended September 30, 2010. Cash used in continuing investing activities for the nine months ended September 30, 2011 primarily consisted of cash paid for the YFCS acquisition of $178.0 million, cash paid for capital expenditures of $6.8 million and cash paid for a real estate acquisition of $2.2 million. Cash used for routine and expansion capital expenditures was approximately $1.9 million and $7.0 million, respectively, for the nine months ended September 30, 2011. We define expansion capital expenditures as those that increase the capacity of our facilities or otherwise enhance revenue. Routine or maintenance capital expenditures were approximately 1.3% of our net revenue for the nine months ended September 30, 2011. Cash used in continuing investing activities for the nine months ended September 30, 2010 consisted primarily of $0.6 million in cash paid for capital expenditures.

Cash provided by financing activities for the nine months ended September 30, 2011 was $172.9 million compared to cash used in financing activities of $2.4 million for the nine months ended September 30, 2010. Cash provided by financing activities for the nine months ended September 30, 2011 primarily consisted of term loan borrowings under our Senior Secured Credit Facility of $135.0 million, net borrowings under the revolver portion of our Senior Secured Credit Facility of $6.5 million, contributions from Holdings of $51.0 million and repayments of long-term debt of $10.0 million. Cash used in financing activities for the nine months ended September 30, 2010 primarily consisted of capital distributions of $2.2 million.

Senior Secured Credit Facility

To finance our acquisition of YFCS and refinance our $10.0 million secured promissory note, we entered into the Senior Secured Credit Facility on April 1, 2011. The Senior Secured Credit Facility, administered by Bank of America, N.A., includes $135.0 million of term loans and a revolving credit facility of $30.0 million. As of September 30, 2011, we had $23.1 million of availability under our revolving line of credit, which reflects the total revolving credit facility of $30.0 million less borrowings of $6.5 million and an undrawn letter of credit of $0.4 million. The term loans require quarterly principal payments of $1.7 million for June 30, 2011 to March 31, 2013, $3.4 million for June 30, 2013 to March 31, 2014, $4.2 million for June 30, 2014 to March 31, 2015, and $5.1 million for June 30, 2015 to December 31, 2015, with the remaining principal balance due on the maturity date of April 1, 2016.

Borrowings under the Senior Secured Credit Facility are guaranteed by each of Acadia's domestic subsidiaries and are secured by a lien on substantially all of the assets of Acadia and its domestic subsidiaries. Borrowings under the Senior Secured Credit Facility bear interest at a rate tied to Acadia's consolidated leverage ratio (defined as consolidated funded indebtedness to consolidated EBITDA, in each case as defined in the credit agreement governing the Senior Secured Credit Facility). The Applicable Rate for borrowings under the Senior Secured Credit Facility was 4.0% and 3.0% for Eurodollar Rate Loans and Base Rate Loans, respectively, as of September 30, 2011. Eurodollar Rate Loans bear interest at the Applicable Rate plus the Eurodollar Rate (based upon the British Bankers Association LIBOR Rate prior to commencement of the interest rate period). Base Rate

Loans bear interest at the Applicable Rate plus the highest of (i) the federal funds rate plus 1/2 of 1.0%, (ii) the prime rate and (iii) the Eurodollar rate plus 1.0%. As of September 30, 2011, borrowings under the Senior Secured Credit Facility bore interest at 4.2%. In addition, Acadia is required to pay a commitment fee on undrawn amounts under the revolving line of credit. As of September 30, 2011, undrawn amounts bore interest at a rate of 0.50%.

In connection with the Merger, we entered into the Second Amendment, which became effective in connection with the consummation of the Merger. The Second Amendment permitted Acadia to consummate the Merger, make a cash payment to existing stockholders and enter into related transactions, including the incurrence of additional indebtedness. The Second Amendment provides for a change in the interest rate applicable to borrowings under the Senior Secured Credit Facility based upon Acadia's consolidated leverage ratio (defined as consolidated funded indebtedness to consolidated EBITDA, in each case as defined in the Senior Secured Credit Facility). Interest rates and the commitment fee on unused commitments related to the Senior Secured Credit Facility will be based upon the following pricing tiers:

Pricing Tier	Consolidated Leverage Ratio	Eurodollar Rate Loans	Base Rate Loans	Commitment Fee
1	<2.75:1.0	3.50%	2.50%	0.45%
2	2.75:1.0 but <3.25:1.0	3.75%	2.75%	0.50%
3	3.25:1.0 but <3.75:1.0	4.00%	3.00%	0.50%
4	3.75:1.0 but <5.00:1.0	4.25%	3.25%	0.55%
5	5.00:1.0	4.50%	3.50%	0.55%

The Second Amendment provides that the applicable rate for Eurodollar Rate Loans and Base Rate Loans will be 4.50% and 3.50%, respectively, from the date of consummation of the Merger through the date of delivery of a compliance certificate for the first fiscal quarter ending after consummation of the Merger.

The Senior Secured Credit Facility, as amended by the Second Amendment, requires Acadia and its subsidiaries to comply with customary affirmative, negative and financial covenants. Set forth below is a brief description of such covenants, all of which are subject to customary exceptions, materiality thresholds and qualifications:

- the affirmative covenants include the following: (i) delivery of financial statements and other customary financial information; (ii) notices of events of default and other material events; (iii) maintenance of existence, ability to conduct business, properties, insurance and books and records; (iv) payment of taxes; (v) lender inspection rights; (vi) compliance with laws; (vii) use of proceeds; (viii) interest rate hedging; (ix) further assurances; and (x) additional collateral and guarantor requirements.

- the negative covenants include limitations on the following: (i) liens; (ii) debt (including guaranties); (iii) investments; (iv) fundamental changes (including mergers, consolidations and liquidations); (v) dispositions; (vi) sale leasebacks; (vii) affiliate transactions and the payment of management fees; (viii) burdensome agreements; (ix) restricted payments; (x) use of proceeds; (xi) ownership of subsidiaries; (xii) changes to line of business; (xiii) changes to organizational documents, legal name, form of entity and fiscal year; (xiv) capital expenditures (not to exceed 4.0% of total revenues of Acadia and its subsidiaries and including a 100% carry-forward of unused amounts to the immediately succeeding fiscal year); (xv) prepayment of redemption of certain senior secured indebtedness; and (xvi) amendments to certain material agreements. Acadia is generally not permitted to issue dividends or distributions other than with respect to the following: (w) certain tax distributions; (x) the repurchase of equity held by employees, officers or directors upon the occurrence of death, disability or termination subject to cap of $500,000 in any fiscal year and compliance with certain other conditions; (y) in the form of capital stock; and (z) scheduled payments of deferred purchase price, working capital adjustments and similar payments pursuant to the merger agreement or any permitted acquisition.

The financial covenants include maintenance of the following:

- the fixed charge coverage ratio may not be less than 1.20:1.00 as of the end of any fiscal quarter;
- the consolidated leverage ratio may not be greater than the amount set forth below as of the date opposite such ratio:

Fiscal Quarter Ending	Maximum Consolidated Leverage Ratio
September 30, 2011	6.25:1.0
December 31, 2011	6.00:1.0
March 31, 2012	6.00:1.0
June 30, 2012	6.00:1.0
September 30, 2012	6.00:1.0
December 31, 2012	5.50:1.0
March 31, 2013	5.50:1.0
June 30, 2013	5.50:1.0
September 30, 2013	5.50:1.0
December 31, 2013	4.75:1.0
March 31, 2014	4.75:1.0
June 30, 2014	4.75:1.0
September 30, 2014	4.75:1.0
December 31, 2014 and each fiscal quarter ending thereafter	4.00:1.0

- The senior secured leverage ratio may not be greater than the amount set forth below as of the date opposite such ratio:

Fiscal Quarter Ending	Maximum Consolidated Senior Secured Leverage Ratio
September 30, 2011	3.50:1.0
December 31, 2011	3.00:1.0
March 31, 2012	3.00:1.0
June 30, 2012	3.00:1.0
September 30, 2012	3.00:1.0
December 31, 2012 and each fiscal quarter ending thereafter	2.50:1.0

As of September 30, 2011, Acadia was in compliance with such covenants.

On December 15, 2011, we entered into a third amendment to the Senior Secured Credit Facility. See “Description of Other Indebtedness.”

12.875% Senior Notes due 2018

On November 1, 2011, we issued $150.0 million of 12.875% Senior Notes due 2018 (the “notes”). The notes were issued at 98.323% of the aggregate principal amount of $150.0 million, a discount of $2.5 million. The notes bear interest at a rate of 12.875% per annum. We will pay interest on the notes semi-annually, in arrears, on November 1 and May 1 of each year, beginning on May 1, 2012 through the maturity date of November 1, 2018.

The indenture governing the notes contains covenants that, among other things, limit the Company’s ability to: (i) incur or guarantee additional indebtedness or issue certain preferred stock; (ii) pay dividends on the Company’s equity interests or redeem, repurchase or retire the Company’s equity interests or subordinated indebtedness; (iii) transfer or sell assets; (iv) make certain investments; (v) incur certain liens; (vi) create

restrictions on the ability of the Company's subsidiaries to pay dividends or make other payments to the Company; (vii) engage in certain transactions with the Company's affiliates; and (viii) merge or consolidate with other companies or transfer all or substantially all of the Company's assets.

Contractual Obligations

The following table presents a summary of contractual obligations as of September 30, 2011 and does not give effect to the Merger (dollars in thousands):

	Payments Due by Period				
	Within 1 Year	During Years 2-3	During Years 4-5	After 5 Years	Total
Long-term debt (a)	$12,237	$35,121	$112,924	$ —	$160,282
Operating leases	5,251	6,063	2,768	1,297	15,379
Purchase and other obligations (b)	2,316	—	—	—	2,316
Total obligations and commitments	$19,804	$41,184	$115,692	$1,297	$177,977

(a) Amounts include required principal payments and related interest payments based on the interest rates applicable to such long-term debt as of September 30, 2011.
(b) Amounts relate to future purchase obligations, including commitments to purchase property and equipment or complete existing capital projects in future periods.

Off Balance Sheet Arrangements

Acadia has no off-balance sheet arrangements that have or are reasonably likely to have a current or future effect on our financial condition, results of operations or liquidity.

Quantitative and Qualitative Disclosures About Market Risk

Our interest expense is sensitive to changes in market interest rates. With respect to our interest-bearing liabilities, our long-term debt outstanding at September 30, 2011 was comprised of variable rate debt with interest based on LIBOR plus an applicable margin. A hypothetical 10% increase in interest rates would decrease our net income and cash flows by approximately $0.8 million on an annual basis based upon our borrowing level at September 30, 2011. With the issuance of $150.0 million of notes on November 1, 2011, our debt portfolio now consists of both variable rate and fixed rate debt.

YFCS Acquisition

Acadia completed the acquisition of YFCS on April 1, 2011. The following summary table and discussion describes the historical consolidated condensed results from continuing operations of YFCS for the respective periods shown (dollars in thousands):

	YEAR ENDED DECEMBER 31,				THREE MONTHS ENDED MARCH 31,			
	2010		2009		2011		2010	
	$	%	$	%	$	%	$	%
Revenue	$ 184,386	100.0%	$ 186,586	100.0%	$ 45,686	100.0%	$ 45,489	100.0%
Salaries and benefits	113,931	61.8%	113,870	61.0%	29,502	64.6%	27,813	61.1%
Other operating expenses	38,146	20.7%	37,607	20.2%	9,907	21.7%	8,944	19.7%
Provision for bad debts	525	0.3%	(309)	(0.2)%	208	0.5%	56	0.1%
Interest	7,514	4.1%	9,572	5.1%	1,726	3.8%	1,954	4.3%
Depreciation and amortization	3,456	1.9%	7,052	3.8%	819	1.8%	914	2.0%
Impairment of goodwill	23,528	12.8%	—	0.0%	—	0.0%	—	0.0%
Total expenses	187,100	101.5%	167,792	89.9%	42,162	92.3%	39,681	87.2%
Income from continuing operations, before income taxes	(2,714)	(1.5)%	18,794	10.1%	3,524	7.7%	5,808	12.8%
Income taxes	5,032	2.7%	7,133	3.8%	1,404	3.1%	2,267	5.0%
Income from continuing operations	$ (7,746)	(4.2)%	$ 11,661	6.2%	$ 2,120	4.6%	$ 3,541	7.8%

Revenue. Revenue increased $0.2 million, or 0.4%, to $45.7 million for the three months ended March 31, 2011 from $45.5 million for the three months ended March 31, 2010. Revenue decreased $2.2 million, or 1.2%, to $184.4 million for the year ended December 31, 2010 from $186.6 million for the year ended December 31, 2009. The decrease in revenue is attributable to a decline in inpatient volumes related to utilization pressures by referral sources.

Salaries and benefits. Salaries and benefits expense was $29.5 million for the three months ended March 31, 2011 compared to $27.8 million for the three months ended March 31, 2010, an increase of $1.7 million or 6.1%. Salaries and benefits expense represented 64.6% of revenue for the three months ended March 31, 2011 compared to 61.1% of revenue for the three months ended March 31, 2010. The increase in salaries and benefits expense for the three months ended March 31, 2011 relates primarily to the January 1, 2011 release of a pay freeze and mandatory vacation requirements in place since 2009. Salaries and benefits expense was $113.9 million for the years ended December 31, 2010 and 2009. Salaries and benefits expense represented 61.8% of revenue for the year ended December 31, 2010 compared to 61.0% of revenue for the year ended December 31, 2009.

Other operating expenses. Other operating expenses were $9.9 million for the three months ended March 31, 2011, or 21.7% of revenue, compared to $8.9 million for the three months ended March 31, 2010, or 19.7% of revenue. The increase in other operating expenses is due to increases in purchased services, supplies, and insurance expense related to the conversion of professional liability insurance policies to guaranteed cost programs. Other operating expenses were $38.1 million for the year ended December 31, 2010, or 20.7% of revenue, compared to $37.6 million for the year ended December 31, 2009, or 20.2% of revenue.

Provision for bad debts. The provision for bad debts was $0.2 million for the three months ended March 31, 2011, or 0.5% of revenue, compared to $0.1 million for the three months ended March 31, 2010, or 0.1% of revenue. The provision for bad debts was $0.5 million for the year ended December 31, 2010, or 0.3% of revenue, compared to net recoveries of bad debts of $0.3 million for the year ended December 31, 2009. YFCS' facilities experience minimal bad debts given their low volumes of private pay admissions.

Interest expense. Interest expense was $1.7 million for the three months ended March 31, 2011 compared to $2.0 million for the three months ended March 31, 2010. Interest expense was $7.5 million for the year ended December 31, 2010 compared to $9.6 million for the year ended December 31, 2009. The decrease in interest expense is a result of principal payments during 2010 and 2009.

Depreciation and amortization. Depreciation and amortization expense was $0.8 million for the three months ended March 31, 2011, or 1.8% of revenue, compared to $0.9 million for the three months ended March 31, 2010, or 2.0% of revenue. Depreciation and amortization expense was $3.5 million for the year ended December 31, 2010, or 1.9% of revenue, compared to $7.1 million for the year ended December 31, 2009, or 3.8% of revenue. The decrease in depreciation and amortization expense is primarily attributable to certain intangible assets becoming fully amortized in 2009.

Impairment of goodwill. The loss on impairment of goodwill of $23.5 million for the year ended December 31, 2010 was a result of management's conclusion that the carrying value of goodwill exceeded the fair value implied by the sale of the company.

Critical Accounting Policies

Our consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States. In preparing our financial statements, we are required to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenues, and expenses included in the financial statements. Estimates are based on historical experience and other available information, the results of which form the basis of such estimates. While we believe our estimation processes are reasonable, actual results could differ from our estimates. The following accounting policies are considered critical to our operating performance and involve highly subjective and complex assumptions and assessments.

Revenue and Contractual Discounts

Net patient service revenue is derived from services rendered to patients for inpatient psychiatric and substance abuse care, outpatient psychiatric care and adolescent residential treatment and includes reimbursement for the treatment of patients covered by Medicare, Medicaid, commercial insurance (in network and out of network), and other programs, as well as uninsured patients. Revenue is recorded in the period in which services are provided.

The Medicare and Medicaid regulations are complex and various managed care contracts may include multiple reimbursement mechanisms for different types of services provided in our inpatient facilities and cost settlement provisions requiring complex calculations and assumptions subject to interpretation. We estimate the allowance for contractual discounts on a payor-specific basis by comparing our established billing rates with the amount we determine to be reimbursable given our interpretation of the applicable regulations or contract terms. Most payments are determined based on negotiated per-diem rates. The services authorized and provided and related reimbursement are often subject to interpretation that could result in payments that differ from our estimates. Additionally, updated regulations and contract renegotiations occur frequently necessitating continual review and assessment of the estimation process by our management. We periodically compare the contractual rates on our patient accounting systems with the Medicare and Medicaid reimbursement rates or the third-party payor contract for accuracy. We also monitor the adequacy of our contractual adjustments using financial measures such as comparing cash receipts to net patient revenue adjusted for bad debt expense.

All revenues are shown net of estimated contractual adjustments and charity care provided. When payment is made, if the contractual adjustment is found to have been understated or overstated, appropriate adjustments are made in the period the payment is received in accordance with the American Institute of Certified Public Accountants ("AICPA") "Audit and Accounting Guide for Health Care Organizations." Net contractual adjustments recorded in the nine months ended September 30, 2011 for revenue booked in prior years

resulted in an increase in revenue of approximately $0.2 million. Net contractual adjustments recorded in the twelve months ended December 31, 2010 for revenue booked in prior years resulted in an increase in revenue of approximately $20,000.

Our cost report receivables and other unsettled amounts due from third parties at September 30, 2011 were $0.3 million. We believe that these receivables are properly stated and are not likely to be settled for a significantly different amount. If the actual settlements differed by 1% from our estimated settlement value at September 30, 2011, net income for the nine months ended September 30, 2011 and net accounts receivable as of September 30, 2011 would have changed by less than $0.1 million.

The following table presents revenue by payor type and as a percentage of total revenue for the year ended December 31, 2010 and the interim nine month period ending September 30, 2011 (in thousands):

	NINE MONTHS ENDED SEPTEMBER 30, 2011		YEAR ENDED DECEMBER 31, 2010	
	Amount	%	Amount	%
Private Pay	$ 1,332	0.9	$ 1,969	3.1
Commercial	18,640	12.8	22,024	34.2
Medicare	11,454	7.8	13,061	20.3
Medicaid	112,944	77.3	27,288	42.4
Other	1,649	1.1		
Total	146,019	100.0	64,342	100.0

The following tables present a summary of our aging of accounts receivable as of December 31, 2010 and September 30, 2011:

December 31, 2010

	Current	30-90	90-150	>150	Total
Private Pay	1.6%	2.7%	1.4%	1.0%	6.7%
Commercial	16.8%	11.7%	3.1%	0.3%	31.9%
Medicare	15.9%	2.2%	0.4%	0.4%	18.9%
Medicaid	29.4%	11.2%	1.0%	0.9%	42.5%
Total	63.7%	27.8%	5.9%	2.6%	100.0%

September 30, 2011

	Current	30-90	90-150	>150	Total
Private Pay	0.8%	1.9%	0.3%	0.2%	3.2%
Commercial	11.0%	3.3%	0.9%	0.9%	16.1%
Medicare	6.2%	0.2%	0.1%	0.2%	6.7%
Medicaid	57.7%	12.1%	2.4%	1.8%	74.0%
Total	75.7%	17.5%	3.7%	3.1%	100.0%

Medicaid accounts receivable as of September 30, 2011 include less than $0.2 million of accounts pending Medicaid approval. These accounts are aged less than 60 days and are classified as Medicaid because we have experienced between 80% and 90% approval by Medicaid for this class of receivables.

Allowance for Doubtful Accounts

Our ability to collect outstanding patient receivables from third-party payors is critical to our operating performance and cash flows. The primary collection risk with regard to patient receivables lies with uninsured patient accounts or patient accounts for which primary insurance has paid, but the portion owed by the patient remains outstanding. We estimate the allowance for doubtful accounts based on a number of factors, including the age of the accounts, historical collection experience, current economic conditions and other relevant factors. We continually monitor our accounts receivable balances and utilize retrorespective reviews and cash collection data to support our estimates of the provision for doubtful accounts. Our retrospective reviews have not resulted in significant changes to our allowance for doubtful accounts. Significant changes in payor mix or business office operations could have a significant impact on our results of operations and cash flows.

Long-Lived Assets and Goodwill

Long-lived assets, including property and equipment and finite-lived intangible assets, comprise a significant portion of our total assets. We evaluate the carrying value of long-lived assets whenever events or changes in circumstances indicate that the carrying value of an asset may not be recoverable. When management believes impairment indicators may exist, projections of the undiscounted future cash flows associated with the use and eventual disposition of long-lived assets are prepared. If the projections indicate that the carrying values of the long-lived assets are not recoverable, we reduce the carrying values to fair value. We test for impairment of long-lived assets at the lowest level for which cash flows are measurable.

Goodwill also represents a significant portion of our total assets. We review goodwill for impairment annually or more frequently if events indicate that goodwill may be impaired. We review goodwill at the reporting level unit, which is one level below an operating segment. We compare the carrying value of the net assets of a reporting unit to the fair value of the reporting unit. If the carrying value exceeds the fair value, an impairment indicator exists and an estimate of the impairment loss is calculated. The fair value calculation includes multiple assumptions and estimates and changes in these assumptions and estimates could result in goodwill impairment that could materially adversely impact our financial position or results of operations.

Income Taxes

Acadia Healthcare Company, LLC was formed as a limited liability company (LLC). Some of Acadia's subsidiaries are organized as LLCs and others as C-corporations. Acadia elected, where applicable, that all such entities be taxed as flow-through entities and as such, the results of operations of the Company related to the flow-through entities are included in the income tax returns of its members. Accordingly, taxable income is the direct obligation of the members.

Some of Acadia's subsidiaries are taxed as C-corporations for U.S. federal and state income tax purposes and are therefore directly liable for taxes on their respective separate income. A tax provision has been provided for income taxes that are the responsibility of Acadia or its subsidiaries in the consolidated financial statements relating to the entities that are taxed as C-corporations and for any taxing jurisdictions that do not recognize an LLC as a flow-through entity.

Effective April 1, 2011, Acadia Healthcare Company, LLC elected to be treated as a corporation for U.S. federal income tax purposes and, on May 13, 2011, converted to a corporation (Acadia Healthcare Company, Inc.) in accordance with Delaware law.

Insurance

We are subject to medical malpractice and other lawsuits due to the nature of the services we provide. We maintain commercial insurance coverage on a claims-made basis for general and professional liability claims with a $50,000 deductible and $1 million per claim limit and an aggregate limit of $3 million with excess umbrella coverage for an additional $7 million. The accrued insurance liabilities included in the consolidated balance sheets include estimates of the ultimate costs for both reported claims and claims incurred but not reported. The recorded liabilities for professional and general liability risks are estimated based on historical claims, demographic factors, industry trends, severity factors, and other actuarial assumptions calculated by an independent third-party actuary. The estimated liability for professional and general liability claims could be significantly affected should current and future occurrences differ from historical claim trends and expectations.

PHC MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following is a discussion and analysis of the financial condition and results of operations of PHC for the years ended June 30, 2011 and 2010 and the three months ended September 30, 2011 and 2010. You should read the following discussion of PHC's financial condition and results of operations in conjunction with PHC's consolidated financial statements and the notes thereto included elsewhere in this prospectus. This discussion contains forward-looking statements that involve risks and uncertainties. As a result of many factors, including those set forth under the section entitled "Risk Factors—Risks Relating to Our Business" and elsewhere in this prospectus. PHC's actual results may differ materially from those anticipated in these forward-looking statements.

Overview

PHC presently provides behavioral health care services through three substance abuse treatment centers, three psychiatric hospitals, a residential treatment facility and eight outpatient psychiatric centers (collectively called "treatment facilities"). PHC's revenue for providing behavioral health services through these facilities is derived from contracts with managed care companies, Medicare, Medicaid, state agencies, railroads, gaming industry corporations and individual clients. The profitability of PHC is largely dependent on the level of patient census and the payor mix at these treatment facilities. Patient census is measured by the number of days a client remains overnight at an inpatient facility or the number of visits or encounters with clients at outpatient clinics. Payor mix is determined by the source of payment to be received for each client being provided billable services. PHC's administrative expenses do not vary greatly as a percentage of total revenue but the percentage tends to decrease slightly as revenue increases. Also included in administrative expenses is PHC's internet operation, Behavioral Health Online, Inc., which continues to provide internet technology support for the subsidiaries and their contracts. During the third quarter of fiscal 2009, PHC returned to profitability, which has continued through fiscal 2011, with the exception of the fourth quarter, in which transaction costs detailed below resulted in a loss.

The healthcare industry is subject to extensive federal, state and local regulation governing, among other things, licensure and certification, conduct of operations, audit and retroactive adjustment of prior government billings and reimbursement. In addition, there are on-going debates and initiatives regarding the restructuring of the health care system in its entirety. The extent of any regulatory changes and their impact on PHC's business is unknown. The previous administration put forth proposals to mandate equality in the benefits available to those individuals suffering from mental illness (which become the MHPAEA). The full implementation of the MHPAEA started January 1, 2011. This legislation has improved access to PHC's programs but its total effect on behavioral health providers cannot be fully assessed at this stage. Managed care has had a profound impact on PHC's operations, in the form of shorter lengths of stay, extensive certification of benefits requirements and, in some cases, reduced payment for services. The current economic conditions continue to challenge PHC's profitability through increased uninsured patients in our fee for service business and increased utilization in our capitated business.

Critical Accounting Policies

The preparation of our financial statements in accordance with GAAP requires management to make estimates and judgments that affect the reported amounts of assets, liabilities, revenues, expenses and related disclosures. On an ongoing basis, PHC evaluates its estimates and assumptions, including but not limited to those related to revenue recognition, accounts receivable reserves, income tax valuation allowances, and the impairment of goodwill and other intangible assets. PHC bases its estimates on historical experience and various other assumptions that we believe to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates under different assumptions or conditions.

Revenue recognition and accounts receivable:

Patient care revenues and accounts receivable are recorded at established billing rates or at the amount realizable under agreements with third-party payors, including Medicaid and Medicare. Revenues under third-party payor agreements are subject to examination and contractual adjustment, and amounts realizable may change due to periodic changes in the regulatory environment. Provisions for estimated third party payor settlements are provided in the period the related services are rendered. Differences between the amounts provided and subsequent settlements are recorded in operations in the period of settlement. Amounts due as a result of cost report settlements are recorded and listed separately on the consolidated balance sheets as "Other receivables". The provision for contractual allowances is deducted directly from revenue and the net revenue amount is recorded as accounts receivable. The allowance for doubtful accounts does not include the contractual allowances.

PHC currently has two "at-risk" contracts. The contracts call for PHC to provide for all of the inpatient and outpatient behavioral health needs of the insurance carrier's enrollees in a specified area for a fixed monthly fee per member per month. Revenues are recorded monthly based on this formula and the expenses related to providing the services under these contracts are recorded as incurred. PHC provides as much of the care directly and, through utilization review, monitors closely, all inpatient and outpatient services not provided directly. The contracts are considered "at-risk" because the cost of providing the services, including payments to third-party providers for services rendered, could equal or exceed the total amount of the revenue recorded.

All revenues reported by PHC are shown net of estimated contractual adjustment and charity care provided. When payment is made, if the contractual adjustment is found to have been understated or overstated, appropriate adjustments are made in the period the payment is received in accordance with the American Institute of Certified Public Accountants ("AICPA") "Audit and Accounting Guide for Health Care Organizations." Net contractual adjustments recorded in the three months ended September 30, 2011 for revenue booked in prior periods resulted in a decrease in net revenue of approximately $25,900. Net contractual adjustments recorded in fiscal 2011 for revenue booked in prior years resulted in a decrease in net revenue of approximately $233,800. Net contractual adjustments recorded in fiscal 2010 for revenue booked in prior years resulted in a decrease in net revenue of approximately $72,200. These adjustments primarily relate to commercial payors as Medicare and Medicaid are adjusted through cost reporting and not included here.

For the fiscal year ended June 30, 2010, all cost reports through fiscal 2009 were finalized and a net payment of $92,267 was recorded in final settlement for all years through fiscal 2009. During fiscal 2011, $65,143 was received as tentative settlement for the fiscal 2010 Medicare cost report.

Below is revenue by payor and the accounts receivable aging information as of September 30, 2011, June 30, 2011 and June 30, 2010 and for the fiscal years ended June 30, 2011 and 2010 and the three months ended September 30, 2011 and 2010 for PHC's treatment services segment.

	NET REVENUE BY PAYOR							
	TWELVE MONTHS ENDED JUNE 30,				THREE MONTHS ENDED SEPTEMBER 30,			
	2011		2010		2011		2010	
	(in thousands)							
	$	%	$	%	$	%	$	%
Private Pay	$ 4,881	8	$ 3,495	7	$ 1,341	7	$ 1,073	8
Commercial	37,288	65	32,915	66	11,436	59	9,237	65
Medicare*	6,188	11	3,237	7	2,962	15	1,594	11
Medicaid	9,139	16	10,000	20	3,598	19	2,330	16
Total	$ 57,496	100	$ 49,647	100	$ 19,337	100	$ 14,234	100

* Includes Medicare settlement revenue as noted above.

Accounts Receivable Aging (Net of allowance for bad debts)
As of September 30, 2011 (in thousands)

PAYOR	CURRENT	OVER 30	OVER 60	OVER 90	OVER 120	OVER 150	OVER 270	OVER 360	TOTAL
Private Pay	$ 147	$ 285	$ 234	$ 187	$ 171	$ 295	$ 49	$ 22	$ 1,390
Commercial	3,883	992	466	286	205	317	46	10	6,205
Medicare	1,054	214	125	139	71	166	7	—	1,776
Medicaid	2,280	371	89	102	122	197	9	5	3,175
Total	$ 7,364	$ 1,862	$ 914	$ 714	$ 569	$ 975	$ 111	$ 37	$ 12,546

As of June 30, 2011 (in thousands)

PAYOR	CURRENT	OVER 30	OVER 60	OVER 90	OVER 120	OVER 150	OVER 270	OVER 360	TOTAL
Private Pay	$ 136	$ 248	$ 248	$ 190	$ 153	$ 361	$ 2	$ 22	$ 1,360
Commercial	3,540	1,043	440	312	159	261	—	9	5,764
Medicare	582	116	64	153	115	83	—	—	1,113
Medicaid	1,747	204	112	153	55	58	1	4	2,334
Total	$ 6,005	$ 1,611	$ 864	$ 808	$ 482	$ 763	$ 3	$ 35	$ 10,571

As of June 30, 2010 (in thousands)

PAYOR	CURRENT	OVER 30	OVER 60	OVER 90	OVER 120	OVER 150	OVER 270	OVER 360	PAYOR
Private Pay	$ —	$ 62	$ 45	$ 50	$ 60	$ 137	$ 13	$ 151	$ 518
Commercial	3,074	795	529	364	285	374	27	52	5,500
Medicare	349	82	19	4	7	23	—	—	484
Medicaid	1,537	145	46	57	35	20	5	4	1,849
Total	$ 4,960	$ 1,084	$ 639	$ 475	$ 387	$ 554	$ 45	$ 207	$ 8,351

Contract support service revenue is a result of fixed fee contracts to provide telephone support. Revenue for these services is recognized ratably over the service period. Revenues and receivables from our contract services division are based on a prorated monthly allocation of the total contract amount and usually paid within 30 days of the end of the month.

Allowance for doubtful accounts:

The provision for bad debts is calculated based on a percentage of each aged accounts receivable category beginning at 0-5% on current accounts and increasing incrementally for each additional 30 days the account remains outstanding until the account is over 300 days outstanding, at which time the provision is 100% of the outstanding balance. These percentages vary by facility based on each facility's experience in and expectations for collecting older receivables, which is reviewed at least quarterly and adjusted if required. PHC compares this required reserve amount to the current "Allowance for doubtful accounts" to determine the required bad debt expense for the period. This method of determining the required "Allowance for doubtful accounts" has historically resulted in an allowance for doubtful accounts of 20% or greater of the total outstanding receivables balance.

Income Taxes:

PHC follows the liability method of accounting for income taxes, as set forth in ASC 740. ASC 740 prescribes an asset and liability approach, which requires the recognition of deferred tax liabilities and assets for the expected future tax consequences of temporary differences between the carrying amounts and the tax basis of the assets and liabilities. PHC's policy is to record a valuation allowance against deferred tax assets unless it is more likely than not that such assets will be realized in future periods. In June 2010, PHC recorded a valuation allowance of $150,103 against its deferred tax asset. This amount relates to Arizona State tax credits accumulated by the research operations which were sold in fiscal 2009. Since PHC no longer does business in Arizona, it is not likely that these tax credits will be used. During fiscal year 2010, PHC recorded a tax expense of $1,106,100. PHC recorded estimated tax expense of $1,407,936 for the year ended June 30, 2011.

In accordance with ASC 740, PHC may establish reserves for tax uncertainties that reflect the use of the comprehensive model for the recognition and measurement of uncertain tax positions. PHC has not established any such reserves at June 30, 2011 or 2010. Tax authorities periodically challenge certain transactions and deductions reported on our income tax returns. PHC does not expect the outcome of these examinations, either individually or in the aggregate, to have a material adverse effect on our financial position, results of operations, or cash flows.

Valuation of Goodwill and Other Intangible Assets:

Goodwill and other intangible assets are initially created as a result of business combinations or acquisitions. PHC makes significant estimates and assumptions, which are derived from information obtained from the management of the acquired businesses and PHC's business plans for the acquired businesses in determining the value ascribed to the assets acquired. Critical estimates and assumptions used in the initial valuation of goodwill and other intangible assets include, but are not limited to: (i) future expected cash flows from services to be provided, (ii) customer contracts and relationships, and (iii) the acquired market position. These estimates and assumptions may be incomplete or inaccurate because unanticipated events and circumstances may occur. If estimates and assumptions used to initially value goodwill and intangible assets prove to be inaccurate, ongoing reviews of the carrying values of such goodwill and intangible assets may indicate impairment which will require PHC to record an impairment charge in the period in which PHC identifies the impairment.

Investment in Unconsolidated Subsidiaries

Included in other assets as of June 30, 2011 and 2010 is PHC's investment in Seven Hills Psych Center, LLC of $302,244 and $325,384, respectively. This LLC holds the assets of the Seven Hills Hospital completed in May, 2008, being leased and operated by PHC's subsidiary Seven Hills Hospital, Inc. Also included, as of June 30, 2011 and 2010, is PHC's investment in Behavioral Health Partners, LLC of $687,972 and $711,947, respectively. This LLC constructed an out patient clinic which was completed in the fourth fiscal quarter of 2009 and occupied as a fourth site to PHC's Harmony subsidiary on July 1, 2009 to replace its Longford site which was closed in fiscal 2010. This site has additional land available for construction of another hospital to be operated by PHC. Both investments are accounted for based on the equity method of accounting. Accordingly, the Company records its share of the investor companies' income/loss as an increase/decrease to the carrying value of these investments.

Results of Operations

During the fiscal year ended June 30, 2010, PHC experienced continued increases in census and patient treatment revenue while contract services revenue decreased with changes in contracts.

The following table illustrates PHC's consolidated results of operations for the respective periods shown (in thousands):

	YEARS ENDED JUNE 30,				THREE MONTHS ENDED SEPTEMBER 30,			
	2011		2010		2011		2010	
	AMOUNT	%	AMOUNT	%	AMOUNT	%	AMOUNT	%
	(In thousands)							
Statements of Operations Data:								
Revenues	$ 62,008	100.0	$ 53,077	100.0	$ 20,684	100.0	$ 15,071	100.0
Cost and Expenses:								
Patient care expenses	30,235	48.8	26,307	49.5	10,466	50.6	7,024	46.6
Contract expenses	3,618	5.8	2,965	5.6	1,069	5.2	708	4.7
Provision for doubtful accounts	3,406	5.5	2,131	4.0	1,263	6.1	1,003	6.7
Administrative expenses	22,206	35.8	19,111	36.0	7,361	35.6	5,100	33.8
Legal settlement	446	0.7	—	—	—	—	—	—
Interest expense, net	311	0.5	326	0.6	982	4.7	80	0.5
Other income, net	(202)	(0.3)	(289)	(0.5)	(33)	(0.2)	(80)	(0.5)
Total expenses	60,020	96.8	50,551	95.2	21,108	102.1	13,835	91.8
Income (loss) before income taxes	1,988	3.2	2,526	4.8	(424)	(2.1)	1,236	8.2
Provision for (benefit from) income taxes	1,408	2.3	1,106	2.1	(140)	(0.7)	557	3.7
Net income (loss)	$ 580	0.9	$ 1,420	2.7	$ (284)	(1.4)	$ 679	4.5

Year Ended June 30, 2011 as Compared to Year Ended June 30, 2010

PHC experienced continued profit from operations during fiscal 2011 with increases in census and revenue at Seven Hills and the Harbor Oaks chemical dependency and rehabilitation unit and a significant increase in one of PHC's call center contracts. These increases were off-set by several one-time charges to income from operations including a litigation settlement of $446,320 and a 401(k) compliance testing failure of approximately $185,000 in the third quarter and approximately $1,600,000 in merger and acquisition costs related to the MeadowWood acquisition completed on July 1, 2011 and the pending Merger. PHC's income from operations decreased to income of $2,096,323 for the fiscal year ended June 30, 2011 from $2,563,747 for the fiscal year ended June 30, 2010. Net income decreased to $580,005 for the fiscal year ended June 30, 2011 compared to $1,419,662 for the fiscal year ended June 30, 2010. Income from operations before taxes decreased to $1,987,941 for the fiscal year ended June 30, 2011 from $2,525,762 for the fiscal year ended June 30, 2010. This decrease in profit is the result of approximately $708,000 in losses stemming from the start up of Renaissance Recovery and the one-time charges outlined above. Without these charges income from operations would have increased by approximately $2,900,000 or greater than 94%.

Total revenues increased 16.8% to $62,007,879 for the year ended June 30, 2011 from $53,077,226 for the year ended June 30, 2010.

Total net patient care revenue from all facilities increased 15.8% to $57,495,735 for the year ended June 30, 2011 as compared to $49,647,395 for the year ended June 30, 2010. Patient days increased 4,336 days for the fiscal year ending June 30, 2011 over the fiscal year ended June 30, 2010, the majority of the increase in bed days was at Seven Hills Hospital, partially as a result of CMS licensure, and Harbor Oaks Hospital's chemical dependency unit off-set by a decrease in census at Capstone Academy as a result of a slow-down of admissions in the Michigan Medicaid patients overall.

Net inpatient care revenue from inpatient psychiatric services increased 23.4% to $36,693,784 for the fiscal year ended June 30, 2011 from $29,743,377 for the fiscal year ended June 30, 2010. This increase is due to a change in payor mix to payors with more favorable approved rates and increases in census noted above. Net partial hospitalization and outpatient care revenue increased 4.5% to $20,801,951 for the fiscal year ended June 30, 2011 from $19,904,018 for the year ended June 30, 2010. This increase is primarily due to a more favorable payor mix and the increased utilization of these step down programs by managed care as a treatment alternative to inpatient care. Wellplace revenues increased 31.6% to $4,512,144 for the fiscal year ended June 30, 2011 from $3,429,831 for the year ended June 30, 2010 due to a significant increase in the services provided under the Wayne County call center contract in Michigan. All revenues reported in the accompanying consolidated statements of operations are shown net of estimated contractual adjustments and charity care provided. When payment is made, if the contractual adjustment is found to have been understated or overstated, appropriate adjustments are made in the period the payment is received in accordance with the AICPA Audit and Accounting Guide for Health Care Organizations.

Patient care expenses increased by $3,928,001, or 14.9%, to $30,234,829 for the year ended June 30, 2011 from $26,306,828 for the year ended June 30, 2010 due to the increase in census at Seven Hills and Harbor Oaks and the start up of Renaissance Recovery in the last quarter of this fiscal year and increased utilization under PHC's capitated contracts. Inpatient census increased by 4,336 patient days, 6.3%, for the year ended June 30, 2011 compared to the year ended June 30, 2010. Contract expense, which includes the cost of outside service providers for PHC's capitated contracts, increased 2.2% to $5,418,010 for the year ended June 30, 2011 from $5,300,747 for the year ended June 30, 2010 due to higher utilization under the capitated contracts. Payroll and service related consulting expenses, including agency nursing, increased 16.0% to $24,968,560 for the year ended June 30, 2011 from $21,533,585 for the year ended June 30, 2010. These staffing increases relate to increased census and the higher staffing costs related to the start up of Renaissance Recovery. Food and dietary expense increased 4.7% to $1,160,903 for the year ended June 30, 2011 from $1,108,691 for the year ended June 30, 2010, which is in line with the increased census. Lab fees increased 28.6% to $383,318 for the year ended June 30, 2011 from $298,068 for the year ended June 30, 2010. All of these increases were a result of increased patient census and the start-up of the Renaissance Recovery program. PHC continues to closely monitor the ordering of all hospital supplies, food and pharmaceutical supplies, but these expenses all relate directly to the number of days of inpatient services PHC provides and are expected to increase with higher patient census and outpatient visits.

Cost of contract support services related to Wellplace increased 22.0% to $3,617,509 for the year ended June 30, 2011 from $2,964,621 for the year ended June 30, 2010. Payroll expense increased 58.6% to $1,714,510 for the year ended June 30, 2011 from $1,081,109 for the year ended June 30, 2010 and related payroll tax expense increased 54.9% to $222,704 for the year ended June 30, 2011 from $143,767 for the year ended June 30, 2010. Other employee benefits increased 73.7% to $23,052 for the year ended June 30, 2011 from $13,274 for the year ended June 30, 2010. These increases in employee related expenses directly relate to the increased services required under the Wayne County contract expansion. Office expense increased 21.5% to $47,480 for the year ended June 30, 2011 from $39,091 for the year ended June 30, 2010. Postage increased 86.7% to $36,116 for the year ended June 30, 2011 from $19,340 for the year ended June 30, 2010. And printing expense increased to $20,385 for the year ended June 30, 2011 from $1,423 for the year ended June 30, 2010. These increases in expense are all related to the increased contract requirements under the expansion of the Michigan call center Wayne County contract.

Provision for doubtful accounts increased 59.8% to $3,406,443 for the fiscal year ended June 30, 2011 from $2,131,392 for the fiscal year ended June 30, 2010. This increase is a result of increases in accounts receivable stemming from increases in revenue and the increase in aged accounts as the economic situation makes co- payments more difficult to collect timely. The policy of PHC is to provide an allowance for doubtful
accounts based on the age of receivables resulting in higher bad debt expense as receivables age. The goal of PHC, given this policy, is to keep any changes in the provision for doubtful accounts at a rate lower than changes in aged accounts receivable.

The environment in which PHC operates today makes collection of receivables, particularly older receivables, more difficult than in previous years. Accordingly, PHC has increased staff, standardized some procedures for collecting receivables and instituted a more aggressive collection policy, which has for the most part resulted in an overall decrease in the age of its accounts receivable. PHC's gross receivables from direct patient care increased 37.0% to $16,155,900 for the year ended June 30, 2011 from $11,796,154 for the year ended June 30, 2010. PHC strives to keep bad debt expense under 5% and believes its reserve of approximately 30% of accounts receivable is sufficient based on the age of the receivables. PHC continues to reserve for bad debt based on managed care denials and past difficulty in collections. The growth of managed care has negatively impacted reimbursement for behavioral health services with higher contractual adjustments and a higher rate of denials creating slower payment requiring higher reserves and write offs.

Total administrative expenses increased 16.3% to $22,206,445 for the year ended June 30, 2011 from $19,110,638 for the year ended June 30, 2010. This increase includes previously mentioned costs related to acquisition and merger of $1,600,000 and a one-time charge of $185,000 related to the 401(k) compliance testing failure. Payroll expense increased 7.0% to $8,159,091 for the year ended June 30, 2011 from $7,623,957 for the year ended June 30, 2010. Employee benefits increased 23.0% to $1,362,092 for the year ended June 30, 2011 from $1,107,740 for the year ended June 30, 2010. All of these increases in payroll and employee related expenses are a result of an increase in staff to facilitate increased operations. Maintenance expense increased 22.3% to $824,224 for the year ended June 30, 2011 from $674,129 for the year ended June 30 2010 as PHC added maintenance expenses to ready Renaissance Recovery for operation and costs to maintain file servers and other equipment was higher than usual.

Legal Settlement expense of $446,320 resulted when an ongoing employee wrongful termination suit against PHC was settled in favor of the employee in April 2011. This litigation was initially settled through binding arbitration. When calculating the settlement awarded the employee, PHC believes the arbitrator erroneously took into consideration an employment agreement that was not in question and not terminated by PHC. Based on this miscalculation, PHC's attorney recommended an appeal, which PHC initiated. Since PHC believed this judgment would be reversed on appeal, PHC did not make a provision for this settlement at the time of the appeal. In April 2011, the Michigan Supreme Court found in favor of the terminated employee requiring PHC to pay $446,320, which included accrued interest, to the terminated employee to satisfy this judgment. This amount is shown as a legal settlement expense in operations for the year ended June 30, 2011. Recording this transaction also eliminated the amount shown as restricted cash on the June 30, 2010 balance sheet.

Interest expense decreased 4.9% to $310,673 for the year ended June 30, 2011 from $326,582 for the year ended June 30, 2010. This decrease is due to a decrease in long term debt. PHC recorded income tax expense of $1,407,936 for the year ended June 30, 2011 based on an estimated combined tax rate of approximately 71% for both Federal and State taxes. This higher combined tax rate is the result of merger and acquisition costs included in administrative expenses that are not tax deductible. PHC recorded a tax expense of $1,106,100 for the fiscal year ended June 30, 2010. Without large non-deductible charges, PHC expects the combined effective income tax rate to be approximately 50% as its highest revenue producing facilities are located in states with higher tax rates.

Liquidity and Capital Resources

As of June 30, 2011, PHC had working capital of $9,896,344, including cash and cash equivalents of $3,668,521, compared to working capital of $8,197,236, including cash and cash equivalents of $4,540,278 at June 30, 2010.

PHC's net cash provided by operating activities was $1,739,120 for the year ended June 30, 2011, compared to $2,193,930 for the year ended June 30, 2010. Cash flow provided by operations in fiscal 2011 consists of net income of $580,005, increased by non-cash activity including depreciation and amortization of $1,105,249, non-cash interest expense of $146,531, change in deferred tax asset of $73,708, non-cash share

based charges of $164,916, warrant valuation of $11,626, provision for doubtful accounts of $3,406,443, offset by a non-cash gain on investments in unconsolidated subsidiaries of $25,864. Further offset by an increase in accounts receivable of $6,256,335 and an increase in prepaid expenses of $70,382, offset by an increase in income taxes payable of $105,169, an increase in accounts payable of $670,548, an increase in accrued expenses and other liabilities of $1,408,237 and a decrease in other assets of $524,438.

Cash used in investing activities in fiscal 2011 of $1,900,545 consisted of $1,081,810 used for capital expenditures for the acquisition of property and equipment, $52,466 used in the purchase of software licenses, $1,001,934 used in the acquire notes receivable, offset by payments of $162,685 on the note receivable and $72,980 in distributions from the equity investments in unconsolidated subsidiaries.

Cash used in financing activities in fiscal 2011 of $710,332 consisted of $317,800 in net borrowings under PHC's debt facilities, $295,052 in deferred financing costs and $215,327 used in the repurchase of 173,495 shares of PHC's Class A common stock, offset by $117,847 in proceeds from the issuance of stock as a result of the exercise of options and the issue of shares under the employee stock purchase plan. On July 1, 2011, in connection with PHC's purchase of MeadowWood Behavioral Health (See Note P), PHC entered into a term loan and revolving credit agreement in the amount of $23.5 million and $3 million, respectively. On November 1, 2011, in connection with the consummation of the Merger, Acadia repaid all PHC indebtedness outstanding under its term loan and revolving credit agreement, and each were subsequently terminated.

A significant factor in the liquidity and cash flow of PHC is the timely collection of its accounts receivable. As of June 30, 2011, accounts receivable from patient care, net of allowance for doubtful accounts, increased approximately 26.3% to $11,106,008 from $8,793,831 on June 30, 2010. This increase is a result of increased revenue and slower payments from insurance payers. PHC monitors increases in accounts receivable closely and, based on the aging of the accounts receivables outstanding, is confident that the increase is not indicative of a payor problem. Better accounts receivable management due to increased staff, standardization of some procedures for collecting receivables and a more aggressive collection policy has made this possible in behavioral health, which is typically a difficult collection environment. The increased staff has allowed PHC to concentrate on current accounts receivable and resolve any problem issues before they become uncollectible. PHC's collection policy calls for earlier contact with insurance carriers with regard to payment, use of fax and registered mail to follow-up or resubmit claims and earlier employment of collection agencies to assist in the collection process. PHC's collectors will also seek assistance through every legal means, including the State Insurance Commissioner's office, when appropriate, to collect claims. In light of the current economy, PHC has redoubled its efforts to collect accounts early. PHC will continue to closely monitor reserves for bad debt based on potential insurance denials and past difficulty in collections.

Contractual Obligations

PHC's future minimum payments under contractual obligations related to capital leases, operating leases and term notes as of the year ended September 30, 2011 are as follows (in thousands):

YEAR ENDING JUNE 30,	TERM NOTES		CAPITAL LEASES		OPERATING LEASES	TOTAL*
	PRINCIPAL	INTEREST	PRINCIPAL	INTEREST		
2012	$ 235	$ 1,813	$ 48	$ 19	$ 3,373	$ 5,488
2013	235	1,790	34	8	3,024	5,091
2014	22,971	1,324	12	1	2,783	27,091
2015	—	—	—	—	2,493	2,493
2016	—	—	—	—	2,401	2,401
Thereafter	—	—	—	—	4,663	4,663
Total	$ 23,441	$ 4,927	$ 94	$ 28	$ 18,737	$ 47,227

* Total does not include the amount due under the revolving credit note of $3,000,000.

On November 1, 2011, in connection with the consummation of the Merger, Acadia repaid all PHC indebtedness outstanding under its term loan and revolving credit agreement (in the amount of $26.4 million), and each were subsequently terminated.

Off Balance Sheet Arrangements

PHC has no off-balance-sheet arrangements that have or are reasonably likely to have a current or future effect on PHC's financial condition, changes in financial condition, revenue or expenses, results of operations, liquidity, capital expenditures or capital resources that is material to PHC.

INDUSTRY

According to the National Institute of Mental Health, 26.2% of Americans ages 18 or older, or slightly more than one in four adults, suffer from a diagnosable mental disorder in a given year and about 6% suffer from a serious mental illness. Approximately one in five children and adolescents has a mental disorder. Further, an estimated 2.8% of persons 12 years or older are dependent on or abuse illicit drugs, and an estimated 7% are dependent on or abuse alcohol, according to IBISWorld.

The mental health facilities and youth behavioral services market is estimated to be approximately $22 billion with an estimated 73 million people in the United States having diagnosable mental illnesses. The child and adolescent behavioral health services market is estimated to be approximately $10.1 billion in 2011 and is expected to grow to approximately $11 billion by 2014, according to IBISWorld. This market is likely to expand in light of the growing under age of 18 population, which is expected to reach 81.7 million by 2020. National expenditures on mental health and substance abuse treatment are expected to reach $239 billion by 2014. The mental health and substance abuse centers industry is growing in response to an increased awareness of mental and substance abuse diseases. In 2010, the industry generated revenue of approximately $9.0 billion. In 2014, the industry is expected to generate revenue of approximately $10.2 billion, according to IBISWorld. The behavioral health industry is highly fragmented, with only a few large national providers of significant scale. The industry is characterized by favorable supply and demand dynamics, with capacity reductions during the 1990s driving a sustained increase in occupancy rates.

The capacity reduction was largely driven by third-party payors reducing reimbursement, implementing more stringent admission criteria and decreasing the authorized length of stay. Since then, the supply of new beds has remained relatively stable as the industry has high barriers to entry, including CON restrictions, Medicare/Medicaid certification requirements and high start-up costs. Reduced capacity, mental health parity legislation (as discussed in “Business—Regulation—Mental Health Parity Legislation”) and increased demand for behavioral healthcare services have resulted in favorable industry fundamentals over the last several years. The industry has been characterized by relatively stable pricing and inpatient average length of stay combined with increased admissions and occupancy trends, with minimal exposure to uncompensated care and relatively low maintenance capital expenditure requirements.

The growing awareness of mental health and substance abuse conditions is expected to accelerate demand for services while healthcare reform is expected to increase access to industry services as more people gain insurance coverage. A key aspect of reform legislation is the extension of mental health parity protections established into law by the MHPAEA. Further, all health plans purchased through the new federally funded health insurance exchange system will cover mental health and substance abuse services on par with coverage for medical and surgical services. Notwithstanding the foregoing, healthcare reform makes a number of changes to Medicare and Medicaid that we believe may have an adverse impact on us. See “Risk Factors—Risks Relating to Our Business—We are subject to uncertainties regarding recent health care reform, which represents a significant change to the health care industry.”

BUSINESS

Overview

We are the leading publicly traded pure-play provider of inpatient behavioral health care services in the United States based upon number of licensed beds. As of November 1, 2011, we operated a total of 34 behavioral health care inpatient and outpatient facilities, with approximately 1,950 licensed beds, in 18 states. We believe that our primary focus on the provision of behavioral health services allows us to operate more efficiently and provide higher quality care than our competitors.

On November 1, 2011, we completed the Merger with PHC. PHC was a publicly-traded behavioral health services company providing psychiatric services to individuals who have behavioral health disorders, including alcohol and drug dependency, and employee assistance services to individuals in the gaming and transportation industries. On April 1, 2011, we acquired Youth and Family Centered Services, Inc. ("YFCS"), the largest private, for-profit provider of behavioral health, education and long term support services exclusively for abused and neglected children and adolescents. YFCS' services include residential treatment care, community-based services, acute care, specialized education services, therapeutic group homes, therapeutic foster care and medical and behavioral services.

On a pro forma basis for the nine months ended September 30, 2011 and the twelve months ended December 31, 2010, giving effect to the Merger, we would have generated revenue of $252.2 million and $320.3 million, respectively.

Acadia was formed as a limited liability company in the State of Delaware in 2005, and converted to a corporation on May 13, 2011. Our common stock is listed for trading on The Nasdaq Global Market under the symbol "ACHC." Our principal executive offices are located at 830 Crescent Centre Drive, Suite 610, Franklin, Tennessee 37067, and our telephone number is (615) 861-6000.

Competitive Strengths

We believe the following strengths differentiate us from our competitors:

Premier operational management team with track record of success. Our management team has approximately 145 combined years of experience in acquiring, integrating and operating a variety of behavioral health facilities. Following the sale of PSI to Universal Health Services, Inc. in November 2010, certain of PSI's key former executive officers joined Acadia in February 2011. The combination of the Acadia management team with the operational expertise of the former PSI management team gives us what we believe to be the premier leadership team in the behavioral health care industry. The new management team intends to bring its years of experience operating behavioral health facilities to generate strong cash flow and grow a strong business.

Favorable industry and legislative trends. According to the National Institute of Mental Health, approximately 6% of people in the United States suffer from a seriously debilitating mental illness and over 20% of children, either currently or at some point during their life, have had a seriously debilitating mental disorder. We believe the market for behavioral services will continue to grow due to increased awareness of mental health and substance abuse conditions and treatment options. National expenditures on mental health and substance abuse treatment are expected to reach $239 billion in 2014, up from $121 billion in 2003, representing a compound annual growth rate of approximately 6.4%.

While the growing awareness of mental health and substance abuse conditions is expected to accelerate demand for services, recent healthcare reform is expected to increase access to industry services as more people obtain insurance coverage. A key aspect of reform legislation is the extension of mental health parity protections established into law by the Paul Wellstone and Pete Domenici Mental Health Parity and Addiction Equity Act of

2008 (the “MHPAEA”). The MHPAEA provides for equal coverage between psychiatric or mental health services and conventional medical health services and forbids employers and insurers from placing stricter limits on mental health care compared to other health conditions. According to IBISWorld, the MHPAEA is projected to affect more than 113 million individuals.

Leading platform in attractive healthcare niche. We are a leading behavioral healthcare platform in an industry that is undergoing consolidation in an effort to reduce costs and better negotiate with larger payor organizations. In addition, the behavioral health care industry has significant barriers to entry, including (i) significant initial capital outlays required to open new facilities (ii) expertise required to deliver highly specialized services safely and effectively and (iii) high regulatory hurdles that require market entrants to be knowledgeable of state and federal laws and be licensed with local agencies at the facility level.

Diversified revenue and payor bases. We currently operate 34 facilities in 18 states. The Merger increased our payor, patient/client and geographic diversity, which mitigates the potential risk associated with any single facility. On a pro forma basis for the twelve months ended September 30, 2011, we received 66% of our revenue from Medicaid, 21% from commercial payors, 8% from Medicare, and 5% from other payors. As we receive Medicaid payments from 23 states, we do not believe that we are significantly affected by changes in reimbursement policies in any one state. Substantially all of our Medicaid payments relate to the care of children and adolescents. Management believes that children and adolescents are a patient class that is less susceptible to reductions in reimbursement rates. On a pro forma basis, our largest facility would have accounted for less than 12% of total revenue for the twelve months ended September 30, 2011, and no other facility would have accounted for more than 9% of total revenue for the same year. Additionally, on a pro forma basis, no state would have accounted for more than 15% of total revenue for the twelve months ended September 30, 2011. We believe that our increased geographic diversity mitigates the impact of any financial or budgetary pressure that may arise in a particular state where we operate.

Strong cash flow generation and low capital requirements. We generate strong free cash flow by profitably operating our business and by actively managing our working capital. Moreover, as the behavioral health care business does not typically require the procurement and replacement of expensive medical equipment, our maintenance capital expenditure requirements are generally less than that of other facility-based health care providers. For the year ended December 31, 2010, our historical capital expenditures amounted to approximately 2.3% of our revenue. In addition, our accounts receivable management is less complex than medical/surgical hospital providers because there are fewer billing codes for inpatient behavioral health care facilities.

Business Strategy

We are committed to providing the communities we serve with high quality, cost-effective behavioral health services, while growing our business, increasing profitability and creating long-term value for our stockholders. To achieve these objectives, we have aligned our activities around the following growth strategies:

Increase margins by enhancing programs and improving performance at existing facilities. We believe we can improve efficiencies and increase operating margins by utilizing our management’s expertise and experience within existing programs and their expertise in improving performance at underperforming facilities. We believe the efficiencies can be realized by investing in growth in strong markets, addressing capital- constrained facilities that have underperformed and improving management systems. Furthermore, the combination of Acadia, YFCS and PHC gives us an opportunity to develop a marketing strategy in many markets which should help us increase the geographic footprint from which our existing facilities attract patients and referrals.

Opportunistically pursue acquisitions. We have established a national platform for becoming the leading dedicated provider of high quality behavioral health care services in the U.S. Our industry is highly fragmented, and we selectively seek opportunities to expand and diversify our base of operations by acquiring

additional facilities. We believe there are a number of acquisition candidates available at attractive valuations, and we have a number of potential acquisitions that are in various stages of development and consideration. We believe our focus on inpatient behavioral health care and history of completing acquisitions provides us with a strategic advantage in sourcing, evaluating and closing acquisitions. We intend to focus our efforts on acquiring additional acute psychiatric facilities, which should increase the percentage of such facilities in our portfolio. The combination of PHC and its recently acquired MeadowWood facility, which consists substantially of all of the assets of HHC Delaware, added seven inpatient facilities (four for general psychiatric services and three for substance abuse services) and eight outpatient psychiatric facilities as well as two call centers. We leverage our management team's expertise to identify and integrate acquisitions based on a disciplined acquisition strategy that focuses on quality of service, return on investment and strategic benefits. We also have a comprehensive post-acquisition strategic plan to facilitate the integration of acquired facilities that includes improving facility operations, retaining and recruiting psychiatrists and expanding the breadth of services offered by the facilities.

Drive organic growth of existing facilities. We seek to increase revenue at our facilities by providing a broader range of services to new and existing patients and clients. The YFCS acquisition presented us with an opportunity to provide a wider array of behavioral health services (including adult services and acute-care services) to patients and clients in the markets YFCS serviced, without increasing the number of our licensed beds. We believe there are similar opportunities to market a broader array of services to the markets served by PHC's facilities. We also intend to increase licensed bed counts in our existing facilities, with a focus on increasing the number of acute psychiatric beds. For example, since September 1, 2011, we have added 76 beds and expect to add approximately 95 additional beds by March 31, 2012. Additionally, 42 beds have already been converted from residential treatment care beds to acute psychiatric care beds, which have higher reimbursement rates on average. Furthermore, we believe that opportunities exist to leverage out-of-state referrals to increase volume and minimize payor concentration, especially with respect to our youth and adolescent focused services and our substance abuse services.

Types of Facilities and Services

Our facilities and services can generally be classified into the following categories: acute inpatient psychiatric facilities; residential treatment centers; group home, therapeutic group home and foster care; substance abuse facilities; outpatient community-based services; and other behavioral services, including specialized educational services and call centers. The table below presents the percentage of our total net revenue (on a pro forma basis giving effect to the Merger and Acadia's acquisition of YFCS attributed to each facility or service category for the year ended December 31, 2010:

Facility/Service	PERCENTAGE OF REVENUE FOR T ENDED DECEMBER 31, 2010 (Unaudited)
Inpatient facilities/acute care	28.5 %
Residential treatment centers/group home	35.9 %
Community-based services	26.1 %
Substance abuse centers	4.4 %
Other behavioral services	5.1 %

Description of Facilities

Acute Inpatient Psychiatric Facilities

Acute inpatient psychiatric facilities provide a high level of care in order to stabilize patients that are either a threat to themselves or to others. The acute setting provides 24-hour observation, daily intervention and monitoring by psychiatrists. Generally, due to high patient turnover and the special security and health precautions required, acute psychiatric hospitals have lower average occupancy.

Our facilities which offer acute care services provide evaluation and crisis stabilization of patients with severe psychiatric diagnoses through a medical model delivery that incorporates structured and intensive medical and behavioral therapies with 24-hour monitoring by a psychiatrist, psychiatric trained nurses and direct care staff. Lengths of stay for crisis stabilization and acute care range in these facilities range from three to five days and from five to twelve days, respectively.

As of November 1, 2011, we operated 10 facilities that provided acute care services in addition to other services.

Residential Treatment Centers

Residential treatment centers treat psychiatric patients in a non-hospital setting. The facilities balance therapy activities with social, academic and other activities. Since the setting is less intensive, demands on staffing, security and oversight are generally lower than inpatient psychiatric facilities. In contrast to acute care psychiatric facilities, occupancy can be managed more easily given a longer length of stay. Over time, however, residential treatment centers have continued to serve increasingly severe patients who would have been treated in acute care facilities in earlier years.

We provide residential treatment care through a medical model residential treatment facility, which offers intensive, medically-driven interventions, intense staff-to-patient ratios and sophisticated treatment regimens designed to deal with the high level of patient acuity and dysfunction. Children and adolescents admitted to these facilities typically have had multiple prior failed treatment attempts, histories of severe physical, sexual and emotional abuse, termination of parental custody, substance abuse, marked deficiencies in social, interpersonal and academic skills and a wide range of multiple psychiatric disorders. Treatment typically is provided by an interdisciplinary team coordinating psychopharmacological, individual, group and family therapy along with specialized accredited educational programs in both secure and unlocked environments. Lengths-of-stay range from three months to several years.

As of November 1, 2011, we operated 14 facilities that provided residential treatment care, in addition to other services.

Group Home, Therapeutic Group Homes and Foster Care

Our group-home programs provide family-style living for approximately four to 12 youths in a single house or apartment within residential communities where supervision and support are provided by 24-hour staff. The goal of a group home program is to teach family living and social skills through individual and group counseling sessions within a real life environment. The residents are encouraged to take on responsibility for the home and their health as well as actively take part in community functions. Most attend an accredited and licensed school (on our premises) or a local public school in their area.

We also operate therapeutic group homes which provide comprehensive treatment services for serious, emotionally disturbed adolescents. The ultimate goal is to reunite or place these children with their families or prepare them, when appropriate, for permanent placement with a relative or an adoptive family. Therapeutic foster care is considered the least restrictive form of therapeutic placement for children and adolescents with emotional disorders who often are part of the child welfare or juvenile justice system. Care is delivered in private homes with experienced foster parents who are trained to work with children and adolescents with special needs. As of November 1, 2011, we operated two facilities that provided group home services and one facility provided therapeutic group home services.

Outpatient Community-Based Services

Our community-based services can be divided into two age groups: children and adolescents (seven to 18 years of age) and young children (three months to six years of age). Community-based programs are designed

to provide therapeutic treatment to children and adolescents who have a clinically-defined emotional, psychiatric or chemical dependency disorder while enabling the youth to remain at home and within their community. Many patients who participate in community-based programs have transitioned out of a residential facility or have a disorder that does not require placement in a facility that provides 24-hour care.

Community-based programs developed for these age groups provide a unique array of therapeutic services to a very high-risk population of children. These children suffer from severe congenital, neurobiological, speech/motor and early onset psychiatric disorders. These services are provided in clinics and employ a treatment model that is consistent with our multi, interdisciplinary medical treatment approach. Depending on their individual needs and treatment plan, children receive speech, physical, occupational and psychiatric interventions that are coordinated with services provided by their referring primary care physician. The children receive treatment from 7:30 a.m. to 4:00 p.m. five days a week.

As of November 1, 2011, we operated eight facilities that provided community-based services.

Substance Abuse Centers

Substance abuse centers (or SACs) provide a comprehensive continuum of care for male and female adults with addictive disorders and co-occurring mental disorders. Our detox, inpatient, partial hospitalization and outpatient treatment options are cost-effective and give patients access to the least restrictive level of care. All programs offer individualized treatment in a supportive and nurturing environment. As of November 1, 2011, we operated three SACs.

Specialized Education Services and Other Behavioral Services

Our accredited grammar, middle and high schools (including charter schools) are unique because of their focus on integrating educational interventions into each child's individual treatment plan through participation in inter-disciplinary treatment team meetings to assist in monitoring and reporting on each child's clinical progress.

Our education programs are accredited schools that provide a full educational experience to children and adolescents having special education needs. In some states, we provide educational services on an extended school year basis. As a result of the YFCS acquisition, we now also have charter schools that utilize teaching methods that address therapeutic needs particular to learning and behavioral deficits of the students.

Our education services also include vocational education and training that may allow those residents to become employable in entry level positions in the communities in which they reside. GED preparation courses are also offered for students who require assistance in developing test-taking skills and who would benefit from tutoring services.

As of November 1, 2011, we operated 11 facilities that provided educational services.

We also offer a variety of other behavioral health services for specialized populations who need specific treatment methods. Programs include "at risk" infant and children clinics, sexually maladaptive behavior ("SMB") programs, programs for adolescent females, programs for the mentally retarded and developmentally disabled youth and programs for severe and persistently mentally ill youths.

Call Center Operations

We provide management, administrative and help line services through contracts with major railroads and a call center contract with Wayne County, Michigan.

In 1994, PHC began to operate a crisis hotline service under contract with a major transportation client. The hotline, Wellplace, is a national, 24-hour telephone service, which supplements the services provided by the

client's Employee Assistance Programs. The services provided include information, crisis intervention, critical incidents coordination, employee counselor support, client monitoring, case management and health promotion. The hotline is staffed by counselors who refer callers to the appropriate professional resources for assistance with personal problems. Three major transportation companies subscribed to these services as of November 1, 2011. Wellplace also contracts with Wayne County Michigan to operate its call center. This call center is located in mid-town Detroit on the campus of the Detroit Medical Center and provides 24-hour crisis, eligibility and enrollment services for the Detroit-Wayne County Community Mental Health Agency which oversees 56,000 lives or consumers for mental health services in Wayne County Michigan. Wellplace's primary focus is now on growing its operations to take advantage of current opportunities and capitalize on the economies of scale in providing similar services to other companies and government units.

Internet Operations

We maintain a web site, Wellplace.com, which provides behavioral health professionals with the educational tools required to keep them abreast of behavioral health breakthroughs and keep individuals informed of current issues in behavioral health.

Summary of Facilities

We currently own or operate inpatient psychiatric facilities, residential treatment centers, group homes, substance abuse facilities and facilities providing outpatient community based services, specialized education services and various other outpatient behavioral health services. The following table summarizes the services provided at, and information regarding, our facilities as of November 1, 2011.

FACILITY	DATE ACQUIRED/ OPENED	TYPE OF FACILITY OR KEY SERVICES [1]	CITY	STATE	CERTIFICATE OF NEED STATE?	# OF LICENSED BEDS	OWNED/ LEASED
Vermillion	06/06	IPF	Lafayette	LA	No	54	Leased
Montana	09/06	RTC	Butte	MT	Yes	68	Owned
Abilene	11/07	IPF	Abilene	TX	No	60	Owned
RiverWoods	09/08	IPF	Riverdale	GA	Yes	55	Owned
Acadiana	03/09	SAC	Lafayette	LA	No	41	Leased
The Village	11/09	RTC	Louisville	TN	Yes	145	Leased
Ascent	04/11	MBS, ES and CBS	Jonesboro	AR	Yes	N/A	Owned
Casa Grande [2]	04/11	RTC	Casa Grande	AZ	No	32	Owned
Desert Hills	04/11	AC, RTC, TFC, ES and CBS	Albuquerque	NM	No	100	Owned
Lakeland	04/11	AC, RTC and ES	Springfield	MO	Yes	149	Owned
Millcreek-AR	04/11	RTC, MR and ES	Fordyce	AR	Yes	172	Leased
Millcreek-Magee	04/11	RTC, MR, TGH, CBS and ES	Magee	MS	Yes	204	Leased
Millcreek-Pontotoc	04/11	RTC, CBS and ES	Pontotoc	MS	Yes	51	Leased
Options	04/11	RTC, ES and GH	Indianapolis	IN	No	98	Leased
Parc Place	04/11	RTC, ES	Chandler	AZ	No	87	Owned
PsychSolutions	04/11	CBS	Miami	FL	Yes	N/A	Leased
Resource	04/11	RTC, CBS and ES	Indianapolis	IN	No	90	Leased
Resolute	04/11	RTC, GH, ES and CBS	Indianapolis	IN	No	86	Leased
Southwood	04/11	AC, RTC, ES and CBS	Pittsburgh	PA	No	112	Owned
Detroit Behavioral Institute	11/11	RTC	Detroit	MI		66	Owned
Harmony Healthcare [3]	11/11	OPC	Various locations	NV	Yes	N/A	Leased

FACILITY	DATE ACQUIRED/ OPENED	TYPE OF FACILITY OR KEY SERVICES [1]	CITY	STATE	CERTIFICATE OF NEED STATE?	# OF LICENSED BEDS	OWNED/ LEASED
Harbor Oaks Hospital	11/11	IPF	New Baltimore	MI	Yes	71	Owned
Harbor Oaks Outpatient Clinic	11/11	OPC		MI		N/A	Leased
Highland Ridge	11/11	IPF	Midvale	UT	No	41	Leased
MeadowWood	11/11	IPF	New Castle	DE	Yes	58	Owned
Mount Regis	11/11	SAC	Salem	VA	Yes	25	Owned
North-Point Pioneer [4]	11/11	OPC	Various locations	MI	Yes	N/A	Leased
Renaissance Recovery	11/11	SAC	Detroit	MI	Yes	24	Owned
Seven Hills Hospital	11/11	IPF	Las Vegas	NV	Yes	58	Leased
Wellplace	11/11	OPC	Monroeville	PA	Yes	N/A	Leased

[1] The following definitions apply to the services listed in this column: “IPF” means inpatient psychiatric facility; “RTC” means residential treatment care; “AC” means acute care; “GH” means group home; “TGH” means therapeutic group home; “CBS” means community-based services; “ES” means specialized educational services; “TFC” means therapeutic foster care; “MR” means mentally retarded; “MBS” means medical and behavioral services; “SAC” means substance abuse center; and “OPC” means outpatient psychiatric clinic.

[2] Scheduled to re-open first quarter 2012.

[3] Three outpatient clinics, two located in the city of Las Vegas and one in the city of Henderson, in Nevada.

[4] Three outpatient clinics located in the cities of Sterling Heights, Clinton Township and West Bloomfield in Michigan.

Sources of Revenue

We receive payments from the following sources, for services rendered in our facilities: (i) state governments under their respective Medicaid programs and otherwise; (ii) private insurers, including managed care plans; (iii) the federal government under the Medicare Program (Medicare) administered by the Center for Medicare and Medicaid Services (CMS); and (iv) directly from other payors including individual patients and clients. For the twelve months ended September 30, 2011, on a pro forma basis giving effect to the Merger and the acquisition of YFCS, approximately 66% of our revenue came from Medicaid, approximately 21% came from private insurers, approximately 8% came from Medicare and approximately 5% came directly from other payors.

Regulation

Overview

The healthcare industry is subject to numerous laws, regulations and rules including, among others, those related to government healthcare participation requirements, various licensure and accreditations, reimbursement for patient services, health information privacy and security rules, and Medicare and Medicaid fraud and abuse provisions. Providers that are found to have violated any of these laws and regulations may be excluded from participating in government healthcare programs, subjected to significant fines or penalties and/or required to repay amounts received from the government for previously billed patient services. We believe we are in compliance with all applicable laws and regulations and are not aware of pending or threatened investigations involving allegations of wrongdoing. While no such regulatory inquiries have been made, compliance with such laws and regulations can be subject to future government review and interpretation, as well as significant regulatory action including fines, penalties and exclusion from government health programs.

Licensing and Certification

All of our facilities must comply with various federal, state and local statutes and regulations and receive periodic inspection by licensing agencies to assure compliance with such laws. The initial and continued licensure of our facilities, and certification to participate in the Medicare and Medicaid programs, depends upon many factors, including accommodations, equipment, services, patient care, safety, personnel, physical environment, the existence of adequate policies, procedures and controls and the regulatory process regarding the facility's initial licensure. Federal, state and local agencies survey facilities on a regular basis to determine whether such facilities are in compliance with governmental operating and health standards and conditions for participating in government programs. Such surveys include review of patient utilization and inspection of standards of patient care.

Certificates of Need

Many of the states in which we operate facilities have enacted CON laws as a condition prior to hospital capital expenditures, construction, expansion, modernization or initiation of major new services. Failure to obtain CON approval of certain activities can result in our inability to complete an acquisition, expansion or replacement, the imposition of civil or, in some cases, criminal sanctions, the inability to receive Medicare or Medicaid reimbursement or the revocation of a facility's license, which could harm our business. In the past, we have not experienced any material adverse effects from those requirements, but we cannot predict the impact of these changes upon our operations.

Utilization Review

Federal regulations require that admissions and utilization of facilities by Medicare and Medicaid patients must be reviewed in order to ensure efficient utilization of facilities and services. The law and regulations require Quality Improvement Organizations ("QIOs") to review the appropriateness of Medicare and Medicaid patient admissions and discharges, the quality of care provided, the validity of diagnosis related group classifications and the appropriateness of cases of length of stay. QIOs may deny payment for services provided, assess fines and also have the authority to recommend to the Department of Health and Human Services that a provider that is in substantial non-compliance with the Medicare Conditions of Participation be excluded from participating in the Medicare program.

Audits

Most healthcare facilities are subject to federal and state audits to validate the accuracy of claims submitted to the Medicare and Medicaid programs. If these audits identify overpayments, we could be required to make substantial repayments subject to various administrative appeal rights. Several of our facilities have undergone claims audits related to its respective receipt of federal healthcare payments during the last several years with no material overpayments identified. However, potential liability from future federal or state audits could ultimately exceed established reserves, and any excess could potentially be substantial. Further, Medicare and Medicaid regulations also provide for withholding Medicare and Medicaid overpayments in certain circumstances, which could adversely affect our cash flow.

Anti-Kickback Legislation

A provision of the Social Security Act known as the "anti-kickback statute" prohibits healthcare providers and others from directly or indirectly soliciting, receiving, offering or paying money or other remuneration to other individuals and entities in return for using, referring, ordering, recommending or arranging for such referrals or orders of services or other items covered by a federal or state health care program. However, recent changes to the anti-kickback statute have reduced the intent required for violation. One is no longer required to "have actual knowledge or specific intent to commit a violation of" the anti-kickback statute in order to be found guilty of violating such law.

The anti-kickback statute contains certain exceptions, and the Office of the Inspector General of the Department of Health and Human Services has issued regulations that provide for "safe harbors," from the federal anti-kickback statute for various activities. The fact that conduct or a business arrangement does not fall within a safe harbor or exception does not automatically render the conduct or business arrangement illegal under the anti-kickback statute. However, such conduct and business arrangements may lead to increased scrutiny by government enforcement authorities.

Although we believe that our arrangements with physicians, psychiatrists and other referral sources have been structured to comply with current law and available interpretations, there can be no assurance that all arrangements comply with an available safe harbor or that regulatory authorities enforcing these laws will determine these financial arrangements do not violate the anti-kickback statute or other applicable laws. Violations of the anti-kickback statute may be punished by a criminal fine. Civil money penalties may also be imposed.

These laws and regulations are extremely complex and, in many cases, we do not have the benefit of regulatory or judicial interpretation. It is possible that different interpretations or enforcement of these laws and regulations could subject our current or past practices (or those of Acadia, YFCS or PHC) to allegations of impropriety or illegality or could require us to make changes in our facilities, equipment, personnel, services, capital expenditure programs and operating expenses. A determination that we have violated one or more of these laws, or the public announcement that we are being investigated for possible violations of one or more of these laws, could have a material adverse effect on our business, financial condition or results of operations. In addition, we cannot predict whether other legislation or regulations at the federal or state level will be adopted, what form such legislation or regulations may take or what their impact on us may be.

If we are deemed to have failed to comply with the anti-kickback statute or other applicable laws and regulations, we could be subjected to liabilities, including criminal penalties, civil penalties (including the loss of our licenses to operate one or more facilities), and exclusion of one or more facilities from participation in the Medicare, Medicaid and other federal and state health care programs. The imposition of such penalties could have a material adverse effect on our business, financial condition or results of operations.

Federal False Claims Act and Other Fraud and Abuse Provisions

The Social Security Act also imposes criminal and civil penalties for submitting false claims to Medicare and Medicaid. False claims include, but are not limited to, billing for services not rendered, billing for services without prescribed documentation, misrepresenting actual services rendered in order to obtain higher reimbursement and cost report fraud. Like the anti-kickback statute, these provisions are very broad.

Violations of the Federal False Claims Act are punishable by fines up to three times the actual damages sustained by the government, plus mandatory civil penalties. There are many potential bases for liability under the False Claims Act. Liability often arises when an entity knowingly submits a false claim for reimbursement to the federal government. The Fraud Enforcement and Recovery Act has expanded the number of actions for which liability may attach under the False Claims Act, eliminating requirements that false claims be presented to federal officials or directly involve federal funds. The Fraud Enforcement and Recovery Act also clarifies that a false claim violation occurs upon the knowing retention, as well as the receipt, of overpayments. In addition, recent changes to the anti-kickback statute have made violations of that law punishable under the civil False Claims Act. Further, a number of states have adopted their own false claims provisions as well as their own whistleblower provisions whereby a private party may file a civil lawsuit on behalf of the state in state court.

A current trend affecting the health care industry is the increased use of the federal False Claims Act, and, in particular, actions being brought by individuals on the government's behalf under the False Claims Act's qui tam, or whistleblower, provisions. Whistleblower provisions allow private individuals to bring actions on behalf of the government by alleging that the defendant has defrauded the Federal government.

Further, HIPAA broadened the scope of the fraud and abuse laws by adding several criminal provisions for health care fraud offenses that apply to all health benefit programs, whether or not payments under such programs are paid pursuant to federal programs. HIPAA also introduced enforcement mechanisms to prevent fraud and abuse in Medicare. There are civil penalties for prohibited conduct, including, but not limited to billing for medically unnecessary products or services.

HIPAA Administrative Simplification and Privacy Requirements

The administrative simplification provisions of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH"), require the use of uniform electronic data transmission standards for health care claims and payment transactions submitted or received electronically. These provisions are intended to encourage electronic commerce in the health care industry. HIPAA also established federal rules protecting the privacy and security of personal health information. The privacy and security regulations address the use and disclosure of individual health care information and the rights of patients to understand and control how such information is used and disclosed. Violations of HIPAA can result in both criminal and civil fines and penalties.

The HIPAA security regulations require health care providers to implement administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of patient information. HITECH has since strengthened certain HIPAA rules regarding the use and disclosure of protected health information, extended certain HIPAA provisions to business associates, and created new security breach notification requirements. HITECH has also increased maximum penalties for violations of HIPAA privacy rules. We believe that we have been in material compliance with the HIPAA regulations and continuously develop our policies and procedures to ensure ongoing compliance.

Mental Health Parity Legislation

The MHPAEA was signed into law in October 2008. The MHPAEA requires health insurance plans that offer mental health and addiction coverage to provide that coverage on par with financial and treatment coverage offered for other illnesses. In addition, the law applies to Medicaid managed care plans, state Children's Health Insurance Program ("CHIP") and group health plans that do not already cover mental health and substance abuse benefits. The MHPAEA has some limitations because health plans that do not already cover mental health treatments will not be required to do so, and health plans are not required to provide coverage for every mental health condition published in the Diagnostic and Statistical Manual of Mental Disorders by the American Psychiatric Association. The MHPAEA also contains a cost exemption which operates to exempt a group health plan from the MHPAEA's requirements if compliance with the MHPAEA becomes too costly.

The MHPAEA specifically directed the Secretaries of Labor, Health and Human Services and the Treasury to issue regulations to implement the legislation. Although regulations regarding how the MHPAEA was to be implemented were issued on February 2, 2010 in the form of an interim final rule, final regulations have not yet been published and interpretative guidance from the regulators has been limited to date.

Patient Protection and Affordable Care Act

The Patient Protection and Affordable Care Act, as amended by the Health Care and Education Reconciliation Act of 2010 (collectively, the "Health Reform Law"), expands coverage of uninsured individuals and provides for significant reductions in the growth of Medicare program payments, material decreases in Medicare and Medicaid disproportionate share hospital payments, and the establishment of programs where reimbursement is tied in part to quality and integration. Based on Congressional Budget Office estimates, the Health Reform Law, as enacted, is expected to expand health insurance coverage to approximately 32 to 34 million additional individuals through a combination of public program expansion and private sector health insurance reforms. This increased coverage will occur through a combination of public program expansion and private sector health insurance and other reforms.

The most significant changes will expand the categories of individuals eligible for Medicaid coverage and permit individuals with relatively higher incomes to qualify. The federal government reimburses the majority of a state's Medicaid expenses, and it conditions its payment on the state meeting certain requirements. The federal government currently requires that states provide coverage for only limited categories of low-income adults under 65 years old (e.g., women who are pregnant, and the blind or disabled). In addition, the income level required for individuals and families to qualify for Medicaid varies widely from state to state.

Federal Medical Assistance Percentages

As Medicaid is a joint federal and state program, the federal government provides states with "matching funds" in a defined percentage, known as the federal medical assistance percentage ("FMAP"). Beginning in 2014, states will receive an enhanced FMAP for the individuals enrolled in Medicaid pursuant to the Health Reform Law. The FMAP percentage is as follows: 100% for calendar years 2014 through 2016; 95% for 2017; 94% in 2018; 93% in 2019; and 90% in 2020 and thereafter. We do not expect the enhanced FMAP funds paid to states beginning in 2014 to have a meaningful impact on our financial condition or results of operations.

Risk Management and Insurance

The healthcare industry in general continues to experience an increase in the frequency and severity of litigation and claims. As is typical in the healthcare industry, we could be subject to claims that our services have resulted in injury to our patients or clients or other adverse effects. In addition, resident, visitor and employee injuries could also subject us to the risk of litigation. While we believe that quality care is provided to patients and clients in our facilities and that we materially comply with all applicable regulatory requirements, an adverse determination in a legal proceeding or government investigation could have a material adverse effect on our financial condition.

Prior to July 1, 2009, Acadia maintained commercial insurance coverage on an occurrence basis for workers' compensation claims with no deductible. Effective July 1, 2009, Acadia maintains commercial insurance coverage on an occurrence basis with a $250,000 deductible per claim and a $1 million per claim limit. We maintain commercial insurance coverage on a claims-made basis for general and professional liability claims with a $50,000 deductible and $1 million per claim limit and an aggregate limit of $3 million with excess umbrella coverage for an additional $7 million.

Environmental Matters

We are subject to various federal, state and local environmental laws that (i) regulate certain activities and operations that may have environmental or health and safety effects, such as the handling, storage, transportation, treatment and disposal of medical waste products generated at our facilities; the identification and warning of the presence of asbestos-containing materials in buildings, as well as the removal of such materials; the presence of other hazardous substances in the indoor environment; and protection of the environment and natural resources in connection with the development or construction of our facilities; (ii) impose liability for costs of cleaning up, and damages to natural resources from, past spills, waste disposals on and off-site, or other releases of hazardous materials or regulated substances; and (iii) regulate workplace safety. Some of our facilities generate infectious or other hazardous medical waste due to the illness or physical condition of our patients. The management of infectious medical waste is subject to regulation under various federal, state and local environmental laws, which establish management requirements for such waste. These requirements include record-keeping, notice and reporting obligations. Each of our facilities (other than our call centers) has an agreement with a waste management company for the disposal of medical waste. The use of such companies, however, does not completely protect us from alleged violations of medical waste laws or from related third-party claims for clean-up costs.

From time to time, our operations have resulted in, or may result in, non-compliance with, or liability pursuant to, environmental or health and safety laws or regulations. We believe that our operations are generally in compliance with environmental and health and safety regulatory requirements or that any non-compliance will not result in a material liability or cost to achieve compliance. Historically, the costs of achieving and maintaining compliance with environmental laws and regulations have not been material. However, we cannot assure you that future costs and expenses required for us to comply with any new or changes in existing environmental and health and safety laws and regulations or new or discovered environmental conditions will not have a material adverse effect on our business.

We have not been notified of and are otherwise currently not aware of any contamination at our currently or formerly operated facilities for which we could be liable under environmental laws or regulations for the investigation and remediation of such contamination and we currently are not undertaking any remediation or investigation activities in connection with any contamination conditions. There may however be environmental conditions currently unknown to us relating to our prior, existing or future sites or operations or those of predecessor companies whose liabilities we may have assumed or acquired which could have a material adverse effect on our business.

New laws, regulations or policies or changes in existing laws, regulations or policies or their enforcement, future spills or accidents or the discovery of currently unknown conditions or non-compliances may give rise to investigation and remediation liabilities, compliance costs, fines and penalties, or liability and claims for alleged personal injury or property damage due to substances or materials used in our operations; any of which may have a material adverse effect on our business, financial condition, operating results or cash flow.

Competition

The healthcare industry is highly competitive. Our principal competitors include other behavioral health service companies, including UHS, Aurora and Ascend. We also compete against hospitals and general health care facilities that provide mental health services. An important part of our business strategy is to continue to make targeted acquisitions of other behavioral health facilities. However, reduced capacity, the passage of mental health parity legislation and increased demand for mental health services are likely to attract other potential buyers, including diversified healthcare companies and possibly other pure behavioral healthcare companies.

In addition to the competition we face for acquisitions, we must also compete for patients. Patients are referred to our behavioral health facilities through a number of different sources, including healthcare practitioners, public programs, other treatment facilities, managed care organizations, unions, emergency departments, judicial officials, social workers, police departments and word of mouth from previously treated patients and their families, among others. These referral sources may instead refer patients to hospitals that are able to provide a full suite of medical services or to other behavioral health centers.

Employees

As of November 1, 2011, we had approximately 5,800 employees, of whom approximately 4,700 were employed full-time. Approximately 3,700 of our employees (approximately 3,300 full-time employees) are employed by the facilities acquired by us in connection with our acquisition of YFCS in April 2011, and approximately 1,000 of our employees (approximately 500 full-time employees) are employed by the facilities acquired by us in the Merger (including employees of MeadowWood) on November 1, 2011.

Typically, our inpatient facilities are staffed by a chief executive officer, medical director, director of nursing, chief financial officer, clinical director and director of performance improvement. Psychiatrists and other physicians working in our facilities are licensed medical professionals who are generally not employed by us and work in our facilities as independent contractors.

Seasonality of Services

Due to the large number of children and adolescent patients served, our inpatient behavioral health care facilities typically experience lower patient volumes and revenue during the summer months, the year-end holidays and other periods when school is out of session.

Legal Proceedings

On June 2, 2011, a putative stockholder class action lawsuit was filed in Massachusetts state court, MAZ Partners LP v. Bruce A. Shear, et al., C.A. No. 11-1041, against PHC, the members of the PHC board of directors, and Acadia and Merger Sub. The *MAZ Partners* complaint asserts that the members of the PHC board of directors breached their fiduciary duties by causing PHC to enter into the Merger Agreement and further asserts that Acadia and Merger Sub aided and abetted those alleged breaches of fiduciary duty. Specifically, the *MAZ Partners* complaint alleged that the process by which the Merger Agreement was entered into was unfair and that the agreement itself is unfair in that, according to the plaintiff, the compensation to be paid to PHC Class A shareholders is inadequate, particularly in light of the proposed cash payment to be paid to Class B shareholders and the anticipated pre-closing payment of a cash dividend to Acadia shareholders, and the anticipated level of debt to be held by the combined entity. The complaint sought, among other relief, an order enjoining the consummation of the Merger and rescinding the Merger Agreement.

On June 13, 2011, a second lawsuit was filed in federal district court in Massachusetts, Blakeslee v. PHC, Inc., et al., No. 11-cv-11049, making essentially the same allegations against the same defendants. On June 21, 2011, PHC removed the *MAZ Partners* case to federal court (11-cv-11099). On July 7, 2011, the parties to the *MAZ Partners* case moved to consolidate that action with the *Blakeslee* case and asked the court to approve a schedule for discovery and a potential hearing on plaintiff's motion for a preliminary injunction.

On August 11, 2011, the plaintiffs in the *MAZ Partners* case filed an amended class action complaint. Like the original complaint, the amended complaint asserts claims of breach of fiduciary duty against PHC, members of the board of directors of PHC, and claims of aiding and abetting those alleged breaches of fiduciary duty against Acadia and Merger Sub. The amended complaint alleges that both the merger process and the provisions of the Merger are unfair, that the directors and executive officers of PHC have conflicts of interests with regard to the Merger, that the cash dividend to be paid to Acadia shareholders is inappropriate, that a special committee or independent director should have been appointed to represent the interest of the Class A shareholders, that the merger consideration is grossly inadequate and the exchange ratio is unfair, and that the preliminary proxy filed by PHC contains material misstatements and omissions. The amended complaint also seeks, among other things, an order enjoining the consummation of the Merger and rescinding the Merger Agreement.

On August 15, 2011, PHC filed a motion to dismiss the lawsuits and a motion for a stay of discovery on the grounds that plaintiffs' complaints stated claims that were derivative in nature and thus subject to dismissal for failure to make a pre-suit demand and a stay of discovery pursuant to a provision of Massachusetts state law providing for a stay of discovery in cases asserting derivative claims on behalf of a corporation. On August 19, 2011, Acadia also filed a motion to dismiss both cases. The court has not yet ruled on the pending motions to dismiss. On September 2, 2011, the court issued an order staying all discovery pending the filings of initial litigation disclosures and directing the parties to file initial disclosures by September 16, 2011. Following the filing of the initial disclosures, on September 22, 2011, *MAZ Partners* moved to compel both Acadia and PHC to provide additional information that would aid its request for a preliminary injunction and on October 6, 2011, Acadia and PHC filed their opposition to such motion.

On September 6, 2011, the plaintiff in the *Blakeslee* case filed an amended complaint making allegations substantially similar to those in the amended complaint filed by the *MAZ Partners* case and asserting claims for violations of Section 14(a) and Rule 14(a)-9 of the Exchange Act against the individual PHC defendants. Because the allegations of the amended complaint did not differ materially from the initial complaint, Acadia filed a renewed motion to dismiss the Blakeslee amended complaint on September 20, 2011.

On October 19, 2011, the federal court heard oral argument on the motion to consolidate, and the motions to dismiss, the *MAZ Partners* and *Blakeslee* cases. The court granted the motion to consolidate but did not rule on the motions to dismiss deciding to take the matter under advisement and issue a ruling at a later time.

We believe that these lawsuits are without merit and have defended, and will continue to defend, against them vigorously. Regardless of the disposition of the motions to dismiss, we do not anticipate the outcome to have a material adverse effect on our financial condition or results of operations.

In addition to the litigation described above, from time to time, we are subject to various claims and legal actions that arise in the ordinary course of business. Management does not believe that we are currently party to any proceedings that would have a material adverse effect on its financial condition or results of operations.

MANAGEMENT

Directors and Executive Officers

Below is a list of the names and ages (as of November 1, 2011) of our directors and executive officers and a brief account of the business experience of each of them:

NAME	AGE	POSITION/AFFILIATION
Joey A. Jacobs	58	Chairman, Director & Chief Executive Officer
Brent Turner	45	Co-President
Trey Carter	45	Co-President
Ron Fincher	58	Chief Operating Officer
Jack E. Polson	45	Chief Financial Officer
Christopher L. Howard	45	Executive Vice President, General Counsel
Bruce A. Shear	56	Executive Vice Chairman and Director
Reeve B. Waud	48	Director
Charles E. Edwards	33	Director
Matthew A. London	29	Director
Gary A. Mecklenburg	65	Director
William F. Grieco	58	Director

Joey A. Jacobs, age 58, joined Acadia in February 2011 and has served as the Chairman of the Acadia board of directors and as Acadia's Chief Executive Officer since that time. Mr. Jacobs has extensive experience in the behavioral health industry. He co-founded Psychiatric Solutions, Inc. ("PSI") and served as Chairman, President and Chief Executive Officer of PSI from April 1997 to November 2010. Prior to founding PSI, Mr. Jacobs served for 21 years in various capacities with Hospital Corporation of America ("HCA," also formerly known as Columbia and Columbia/HCA), most recently as President of the Tennessee Division. Mr. Jacobs' background at HCA also included serving as president of HCA's Central Group, vice president of the Western Group, assistant vice president of the Central Group and assistant vice president of the Salt Lake City Division. Mr. Jacobs serves on the board of directors of Cumberland Pharmaceuticals, Inc. and Mental Health Management. The board of directors of Acadia believes that Mr. Jacob's qualifications to serve as a director include his 35 years of experience in the health care industry.

Brent Turner, age 45, joined Acadia in February 2011 and has served as a Co-President of Acadia since that time. Previously, Mr. Turner served as the Executive Vice President, Finance and Administration of PSI from August 2005 to November 2010 and as the Vice President, Treasurer and Investor Relations of PSI from February 2003 to August 2005. From late 2008 through 2010, Mr. Turner also served as a Division President of PSI overseeing facilities in Texas, Illinois and Minnesota. From 1996 until January 2001, Mr. Turner was employed by Corrections Corporation of America, a private prison operator, serving as Treasurer from 1998 to 2001.

Trey Carter, age 45, joined Acadia in May 2007 and has served as a Co-President of Acadia since February 2011. Previously, Mr. Carter served as Acadia's Chief Executive Officer from May 2007 until February 2011. Prior to joining Acadia, Mr. Carter served as Regional Vice President, Behavioral Health Division for Universal Health Services from May 2005 to April 2007 and as Chief Executive Officer of Anchor Hospital located in Atlanta, Georgia from January 2003 to May 2005. Prior to his tenure with Universal Health Services, Trey Carter was Director of Behavioral Health Services at Tanner Behavioral Health in Carrollton, Georgia.

Ron Fincher, age 58, joined Acadia in February 2011 and has served as Acadia's Chief Operating Officer since that time. Previously, Mr. Fincher served as PSI's Chief Operating Officer from October 2008 to

November 2010. As Chief Operating Officer of PSI, Mr. Fincher oversaw hospital operations for 95 facilities. He had served PSI as a Division President since April 2003. As a Division President, Mr. Fincher was responsible for managing the operations of multiple inpatient behavioral health care facilities owned by the Company. Prior to joining PSI, Mr. Fincher served as a Regional Vice President of Universal Health Services, Inc. from 2000 until 2003.

Jack E. Polson, age 45, joined Acadia in February 2011 and has served as Acadia's Chief Financial Officer since that time. Previously, Mr. Polson served as an Executive Vice President and Chief Accounting Officer of PSI from September 2006 to November 2010 and as PSI's Chief Accounting Officer from August 2002 to September 2006. Prior to being appointed to Chief Accounting Officer, Mr. Polson had served as Controller of PSI since June 1997. From June 1995 until joining PSI, Mr. Polson served as Controller for Columbia Healthcare Network, a risk-bearing physician health organization in HCA's Tennessee Division.

Christopher L. Howard, age 45, joined Acadia in February 2011 and has served as Acadia's Executive Vice President, General Counsel and Secretary since that time. Before joining Acadia, Mr. Howard served as PSI's Executive Vice President, General Counsel and Secretary from September 2005 to November 2010. Prior to joining PSI, Mr. Howard was a partner at of Waller Lansden Dortch & Davis, LLP, a law firm based in Nashville, Tennessee.

Bruce A. Shear, age 56, has served as Executive Vice Chairman and a director of Acadia since the consummation of the Merger. Prior to the consummation of the Merger, Mr. Shear served as President, Chief Executive Officer and a director of PHC since 1980 and Treasurer of PHC from September 1993 until February 1996. From 1976 to 1980, he served as Vice President, Financial Affairs, of PHC. The board of directors of Acadia believes that Mr. Shear is qualified to serve as a director due to, among other things, his extensive knowledge of and experience in the healthcare industry and his knowledge of PHC. Mr. Shear has served on the Board of Governors of the Federation of American Health Systems for over fifteen years and is currently a member of the Board of Directors of the National Association of Psychiatric Health Systems. Since November 2003, Mr. Shear has been a member of the Board of Directors of Vaso Active Pharmaceuticals, Inc., a company marketing and selling over-the-counter pharmaceutical products that incorporate Vaso's transdermal drug delivery technology.

Reeve B. Waud, age 48, has served as a director of Acadia (and a manager of its predecessor Acadia Healthcare Company, LLC) since December 2005. Mr. Waud formed Waud Capital Partners in 1993 and has served as the Managing Partner of Waud Capital Partners since that time. Prior to founding Waud Capital Partners, Mr. Waud was an investment professional at Golder, Thoma, Cressey, Rauner, Inc. (GTCR), a private equity investment group based in Chicago, Illinois. Before joining GTCR, Mr. Waud was in the Corporate Finance Group of Salomon Brothers, Inc. and was a founding member of its Venture Capital Group. The board of directors of Acadia believes that Mr. Waud is qualified to serve as a director due to, among other things, his extensive knowledge of and experience in the healthcare industry and his general business and financial acumen. Mr. Waud also serves as the controlling shareholder and/or chairman of the board of directors of Adreima, CarePoint Partners, Maxum Petroleum, True Partners Consulting, and Whitehall Products, all private companies. He also serves on the board of directors of Northwestern Memorial Foundation, the philanthropic arm that supports the fundraising, grant-making and stewardship activities of Northwestern Memorial HealthCare ("NMHC"), and is a member of the NMHC Finance Committee. Mr. Waud currently serves as an advisor to Green Courte Partners, a private equity, real estate investment firm. In addition, Mr. Waud is a member of the Commonwealth Club of Chicago and is a member of The Economic Club of Chicago. He is a trustee of St. Paul's School in Concord, New Hampshire and the John G. Shedd Aquarium. In addition, he serves on the Visiting Committee of the University of Chicago Harris School of Public Policy.

Charles E. Edwards, age 33, has served as a director of Acadia (and a manager of its predecessor Acadia Healthcare Company, LLC) since 2008. Mr. Edwards is a Principal of Waud Capital Partners and joined the firm in 2005. Prior to joining Waud Capital Partners, Mr. Edwards worked in the investment baking group at

A.G. Edwards & Sons from 2000 to 2003 and attended the Harvard Business School from 2003 to 2005. The board of directors of Acadia believes that Mr. Edwards is qualified to serve as a director due to, among other things, his extensive knowledge of and experience in the healthcare industry and his general business and financial acumen. Mr. Edwards also serves on the board of directors of Maxum Petroleum, a private company.

Matthew A. London, age 29, has served as a director of Acadia (and a manager of its predecessor Acadia Healthcare Company, LLC) since April 2011. Mr. London is a Vice President of Waud Capital Partners and joined the firm in 2007. Prior to joining Waud Capital Partners, Mr. London was an investment banking analyst with Deutsche Bank from 2004 to 2007 and with Morgan Keegan from January 2004 to December 2004. The board of directors of Acadia believes that Mr. London is qualified to serve as a director due to, among other things, his extensive knowledge of and experience in the healthcare industry and his general business and financial acumen. Mr. London also serves on the board of directors of Maxum Petroleum, a private company, and previously served on the board of Regency Hospital Company, a private company in the healthcare services industry.

Gary A. Mecklenburg, age 65, has served as a director of Acadia (and a manager of its predecessor Acadia Healthcare Company, LLC) since 2006. Mr. Mecklenburg is an Executive Partner of Waud Capital Partners and joined the firm in 2006. Prior to joining Waud Capital Partners, Mr. Mecklenburg served as President and Chief Executive Officer of Northwestern Memorial HealthCare from 1986 to 2006 and Northwestern Memorial Hospital from 1985 to 2003. Mr. Mecklenburg's career has included senior management positions at the University of Wisconsin Hospitals, Stanford University Hospital and St. Joseph's Hospital and Franciscan Healthcare in Milwaukee, Wisconsin. The Acadia board of directors believes that Mr. Mecklenburg is qualified to serve as a director due, among other things, his extensive knowledge of and experience in the healthcare industry and his general business and financial acumen. He currently serves as a director of the board of White Glove Health, LHP Hospital Partners, Adreima, CarePoint Partners and Becton Dickinson. Previously he served as Chairman of the Board of Regency Hospital Company (where he first joined as an outside director in 2002) and on the boards of the Institute for Healthcare Improvement and the National Center for Healthcare Leadership.

William F. Grieco, age 58, prior to the consummation of the Merger served as a director of PHC since February 1997. Since 2008, Mr. Grieco has served as the Managing Director of Arcadia Strategies, LLC, a legal and business consulting organization servicing healthcare, science and technology companies. From 2003 to 2008, he served as Senior Vice President and General Counsel of American Science and Engineering, Inc., an x-ray inspection technology company. From 2001 to 2002, he served as Senior Vice President and General Counsel of IDX Systems Corporation, a healthcare information technology company. Previously, from 1995 to 1999, he was Senior Vice President and General Counsel for Fresenius Medical Care North America. Prior to that, Mr. Grieco was a partner at Choate, Hall & Stewart, a general service law firm. Since February 2011, Mr. Grieco has been a member of the board of directors of Echo Therapeutics, Inc., a medical device and specialty pharmaceutical company. The board of directors of Acadia concluded that based on Mr. Grieco's legal and healthcare expertise, senior management, business experience and education that he is qualified to serve as a director of Acadia.

Family Relationships

There are no family relationships between any of our executive officers or directors.

Compensation Committee Interlocks and Insider Participation

In fiscal year 2010, we did not have a Compensation Committee. All compensation decisions were made by our board of directors at the time.

No interlocking relationships existed between the members of our board of directors and the board of directors or compensation committee of any other company.

Controlled Company

We are listed on The Nasdaq Global Market under the symbol “ACHC”. For purposes of the Nasdaq rules, we are a “controlled company.” “Controlled companies” under those rules are companies of which more than 50% of the voting power is held by an individual, a group or another company. Waud Capital Partners controls approximately 78.3% of the voting power of our common stock and is able to elect a majority of our board of directors. As a result, we are considered a “controlled company” for the purposes of the Nasdaq listing requirements. As a “controlled company,” we are permitted to opt out, and have opted out, of the Nasdaq listing requirements that would otherwise require a majority of the members of our board of directors to be independent and require that we either establish a compensation committee and a nominating and governance committee, each comprised entirely of independent directors, or otherwise ensure that the compensation of our executive officers and nominees for directors are determined or recommended to our board by the independent members of our board.

Board of Directors Composition

Our board of directors is divided into three classes, with each director serving a three-year term and one class being elected at each year’s annual meeting of stockholders. Our board of directors has determined that Mr. Grieco is “independent” as independence is defined in the Nasdaq and SEC rules. We intend to add an additional independent director within 90 days after the completion of the Merger and a third independent director no later than the first anniversary of the completion of the Merger. Messrs. Waud and Edwards and two (2) additional directors to be designated by Waud Capital Partners, will be in the class of directors whose initial terms expires at the 2012 annual meeting of the stockholders. Messrs. Mecklenburg, London and Grieco and one additional representative designated by Waud Capital Partners will be in the class of directors whose initial term expires at the 2013 annual meeting of the stockholders; provided that Mr. Grieco shall satisfy the applicable director independence requirements of Nasdaq or any other securities exchange on which Acadia’s securities may be listed (collectively, the “Director Independence Requirements”). Messrs. Jacobs, Shear, and Grieco and two directors designated by the other directors (the “Other Independent Directors”) shall be in the class of directors whose initial term expires at the 2014 annual meeting for stockholders; provided, that the Other Independent Directors shall satisfy the Director Independence Requirements.

EXECUTIVE COMPENSATION

Compensation Discussion and Analysis

Introduction

This Compensation Discussion and Analysis ("CD&A") describes the compensation arrangements Acadia has with its named executive officers ("NEOs") as required under the rules of the SEC (the "NEO's). NEO's include our principal executive officer and our principal financial officer, regardless of compensation level, and our three most highly compensated executive officers during our last completed fiscal year, other than our principal executive officer and principal financial officer. Our NEOs for fiscal year 2010 were:

NAME:	TITLE (FOR FISCAL YEAR 2010):
Trey Carter	Chief Executive Officer
Danny Carpenter	Chief Financial Officer
Karen Prince	Chief Operating Officer
Robert Swinson	Controller
Thomas Dodd	Vice President, Clinical

In February 2011, Mr. Carter became a Co-President in connection with Mr. Jacobs' becoming our Chief Executive Officer. The remaining members of our senior management, including Messrs. Jacobs, Fincher, Turner, Howard and Polson, were also hired in February of 2011. At the same time, Mr. Carpenter transitioned to the position of Vice President of Financial Operations, Western Division, Ms. Prince transitioned to the position of President, Eastern Region, Mr. Swinson became our Vice President of Financial Operations, Eastern Division and Mr. Dodd became our Vice President of Compliance/Clinical Services. Mr. Carter is the only NEO for fiscal year 2010 that remained an executive officer following the Merger.

Intended Objectives of Acadia's Executive Compensation Program; Elements of Compensation

Prior to the Merger, we were a privately-held company and as a result, we were not subject to any stock exchange listing or SEC rules relating to the formation and functioning of board committees, including a compensation committee. For fiscal year 2010, our compensation decisions were made by Waud Capital Partners in conjunction with our board of directors. As we gain experience as a public company, we expect that the specific philosophy and components of our executive compensation program will continue to evolve. Accordingly, the compensation paid to our NEOs for fiscal year 2010 is not necessarily indicative of how we will compensate our NEOs going forward.

As a public company, our board of directors oversees the design and administration of our executive compensation program. Our objective is to have an executive compensation program that will attract and retain the best possible executive talent, to tie annual and long-term cash compensation to the achievement of measurable corporate and individual performance goals and objectives and to align executives' incentives with stockholder value creation.

Compensation for our NEOs has historically consisted of the following elements:

Base Salary

Base salary amounts historically have been highly individualized, resulting from arm's length negotiations and have been based on a variety of factors, including an NEO's experience level, anticipated duties and responsibilities, our financial condition and available resources, and our need for that particular position to be filled. Base salary has been subject to annual increase at the discretion of our board of directors.

Cash Bonuses

For fiscal year 2010, the cash bonus awards paid to our NEOs were based on satisfaction of certain company performance criteria (the "EBITDA Portion") and individual performance criteria (the "Individual Portion").

EBITDA Portion. No NEO was eligible to receive any portion of his or her targeted bonus for fiscal year 2010 unless we met or exceeded our EBITDA for the same period. "EBITDA" for purposes of calculating the EBITDA Portion of the annual bonus for each NEO, is defined as earnings before interest, income taxes, interest, depreciation and amortization, as may be adjusted in the discretion of our board of directors for certain one-time or nonrecurring items.

The EBITDA Portion of each of our NEO's bonus was tied to the Company's EBITDA performance, as compared to base and stretch EBITDA targets. Each of our NEOs was eligible to receive the following range for the EBITDA Portion of his or her bonus for fiscal year 2010 (as a percentage of base salary): 32%-62% for Mr. Carter; 30%-60% for Mr. Carpenter; 30%-60% for Ms. Prince; 20%-50% for Mr. Swinson; and 20%-50% for Mr. Dodd. For fiscal year 2010, base target EBITDA was set at $7,045,000 and stretch target EBITDA was set at $9,000,000. Our actual adjusted EBITDA for fiscal year 2010 (which excludes transaction related expenses and non-budgeted director fees) was $9,677,000, resulting in the bonus for the EBITDA Portion being set at the high end of the range for each NEO (62% for Mr. Carter, 50% for Mr. Carpenter, 60% for Ms. Prince, 50% for Mr. Swinson and 50% for Mr. Dodd). The bonuses attributable to the EBITDA Portion paid to each NEO for fiscal year 2010 were as follows: $196,614 for Mr. Carter; $90,800 for Mr. Carpenter; $153,302 for Ms. Prince; $83,545 for Mr. Swinson; and $83,545 for Mr. Dodd.

Individual Portion. Mr. Carter was eligible to receive a bonus of up to 8% of his total annual base salary based upon the achievement of the following individual performance goals: (i) budgeted cash flow; (ii) acquisitions consistent with Acadia's strategic plan; (iii) patient satisfaction and employee satisfaction surveys; and (iv) employee evaluation standards, with his Individual Portion weighted at up to 2% of his total annual base salary. Mr. Carter achieved each of his individual performance goals, resulting in a payment for the Individual Portion of his 2010 bonus equal to 8% of his base salary, or $25,397.

Mr. Carpenter was eligible to receive a bonus of up to 20% of his total annual base salary based upon achievement of the following individual performance goals: (i) financing for Acadia; (ii) cash collections; (iii) board reporting requirements; and (iv) budgeted controllable operating costs per equivalent patient day, with each individual performance goal weighted at up to 5% of his total annual base salary. Mr. Carpenter achieved each of his individual performance goals, resulting in a payment for the Individual Portion of his 2010 bonus equal to 20% of his base salary, or $36,320.

Ms. Prince was eligible to receive a bonus of up to 10% of her total annual base salary based upon achievement of the following individual performance goals: (i) bed expansion; (ii) company net revenue of $61.6 million; (iii) patient satisfaction and employee satisfaction surveys; and (iv) facility based EBITDA of $11.3 million, with each individual performance goal weighted at up to 2.5% of her total annual base salary. Ms. Prince achieved each of her individual performance goals, resulting in a payment for the Individual Portion of her 2010 bonus equal to 10% of her base salary, or $25,550.

Mr. Swinson was eligible to receive a bonus of up to 20% of his total annual base salary based upon achievement of the following individual performance goals: (i) bad debt; (ii) cash collection; (iii) acquisition integration; and (iv) cost per patient, with each individual performance goal weighted at up to 5% of his total annual base salary. Mr. Swinson achieved each of his individual performance goals, resulting in a payment for the Individual Portion of his 2010 bonus equal to 20% of his base salary, or $33,418.

Mr. Dodd was eligible to receive a bonus of up to 20% of his total annual base salary based upon achievement of the following individual performance goals: (i) patient satisfaction data collection; (ii) leadership

development; (iii) corporate compliance; and (iv) program development, with each individual performance goal weighted at up to 5% of his total annual base salary. Mr. Dodd achieved each of his individual performance goals, resulting in a payment for the Individual Portion of his 2010 bonus equal to 20% of his base salary, or $33,418.

Historical Equity Arrangements

Acadia Healthcare Holdings, LLC, our former sole stockholder ("Acadia Holdings"), sold shares of its Class A Common Units and Class A Preferred Units to certain executives, including our NEOs, in January 2010. Acadia Holdings also issued Class B Common Units and Class B Preferred Units to our NEOs and certain other executives that only vest upon certain qualified changes in control. Acadia Holdings reclassified all of its units into Class A Units and Class B Units in April 2011 in connection with a reclassification of its equity structure. Acadia Holdings also issued Class C Units and Class D Units to certain executives, including our NEOs, in connection with the reclassification. In connection with the Merger, Acadia Holdings, our former sole stockholder, distributed the shares of Acadia common stock that it owned to its members, including our NEOs, in accordance with their respective ownership interests in Acadia Holdings. Acadia Holdings was dissolved on November 23, 2011.

We entered into a stockholders agreement with Waud Capital Partners and certain other executives, including our NEOs, in connection with the Merger. The stockholders agreement contains certain transfer restrictions with respect to our common stock distributed to former members of Acadia Holdings in connection with the distribution from Acadia Holdings. See "Stockholders Agreement" for a description of the terms of these restrictions.

Long-Term Equity Incentives Following the Merger

As a private company, we have not historically made annual grants of equity. Waud Capital Partners and our board of directors believed that management's ownership interests in us provided sufficient incentives with respect to our long-term growth and aligned management's interests with those of our stockholders. However, going forward, equity compensation will be a component of our overall executive compensation program. Prior to the consummation of the Merger, our board of directors adopted the 2011 Incentive Plan (as defined below), which permits the granting of several types of equity-based compensation awards designed to provide our executive officers with incentives to help align those individuals' interests with the interests of our stockholders. We have also granted to our board of directors (or its compensation committee) the authority to make periodic grants under the Acadia Healthcare Company, Inc. 2011 Incentive Compensation Plan (the "2011 Incentive Plan") to our executive officers based on the achievement of certain corporate and individual performance criteria, or otherwise in accordance with the 2011 Acadia Incentive Plan. See "—2011 Incentive Plan."

Employment Agreements

2010 Employment Agreements. None of our NEOs for fiscal years 2010 had an employment agreement in fiscal year 2010.

2011 Employment Agreements. In 2011, Acadia Management entered into Employment Agreements with each of Messrs. Jacobs, Fincher, Turner, Howard, Polson and Carter. In anticipation of the Merger, Acadia entered into an Employment Agreement with Mr. Shear.

Pursuant to the terms of his Employment Agreement and in accordance with recent salary increases approved by the compensation committee of the board of directors, Mr. Jacobs currently receives annual base salary of $550,000. Each of Messrs. Carter, Fincher, Turner, Howard and Polson currently receives an annual base salary of $380,000.

The term of Mr. Shear's Employment Agreement commenced immediately following the closing of the Merger. Mr. Shear's Employment Agreement has a five year term, which shall automatically be extended for successive one-year terms, subject to non-renewal if either party gives the other 90 day's prior written notice of termination. Mr. Shear's annual base salary is $350,000.

The base salaries under the Employment Agreements for Messrs. Jacobs, Fincher, Turner, Howard, Polson and Carter are subject to an annual increase in the sole discretion of our board of directors. The Employment Agreement for Mr. Shear provides that his base salary shall be increased by at least 5% of the base salary for the prior year as of the first day of each calendar year in the term.

In addition to base salary, the senior executives under the Employment Agreements are entitled to participate, in their sole discretion, in all of our employee benefit programs for which senior executive officers are generally eligible. These benefits (for the former PSI executive officers) are in addition to any that the related executives may receive from PSI. The benefits to be provided to the executives under the Employment Agreement for Mr. Shear must be on terms at least as favorable as those received by Mr. Shear from PHC immediately prior to the closing of the Merger. Furthermore, during the term of such Employment Agreements, we are required to pay 100% of the monthly premiums or other costs associated with the related executive's participation in such employee benefit programs and benefits. Mr. Shear is also permitted, under the terms of his Employment Agreement, to use the automobile we lease for him until the scheduled expiration of the lease and we are required to make all lease payments until the expiration of the lease.

Executives (other than Mr. Shear) are eligible to receive discretionary annual bonuses of up to 100% of such executive's base salary and reimbursement of reasonable expenses incurred in connection with services performed under each executive's respective Employment Agreement. Mr. Shear is eligible to receive an annual bonus of up to 60% of his base salary under his Employment Agreement. Achievement of the annual bonus is based upon the satisfaction of performance criteria established by our board of directors or its compensation committee or as set forth in Mr. Shear's Employment Agreement.

Generally, if an executive officer party to an Employment Agreement is terminated without cause or resigns with good reason, such executive is entitled to receive (subject to the satisfaction of certain conditions): (i) such executive's base salary through the termination date; (ii) any bonus amounts under such executive's Employment Agreement to which such executive is entitled determined by reference to the calendar that ended on or prior to the termination date; (iii) any unused and unpaid time off and sick pay accrued through the termination date and any incurred but unreimbursed business expenses as of the termination date; (iv) a prorated bonus amount for the calendar year in which the termination occurs; (v) certain bonus amounts, prorated based on the actual number of days elapsed in such year prior to the termination date; (vi) an amount equal to the cost of the premiums for continued health and dental insurance for the executive and/or his or her dependents in accordance with the Consolidated Budget Reconciliation Act of 1985 for a specified period; (vii) a specified severance payment; and (viii) solely with respect to Mr. Shear, the continued use of his leased automobile until the scheduled termination of the lease and the continued payment by us of all related lease payments (collectively, the "Termination Payments").

"*Cause*" (as defined in the Employment Agreements) means the occurrence of one or more of the following with respect to the applicable executive: (i) the conviction of or plea of nolo contendere to a felony or other crime involving moral turpitude or the conviction of any crime involving misappropriation, embezzlement or fraud with respect to Acadia or any of its subsidiaries or any of their customers, suppliers or other business relations, (ii) conduct outside the scope of such executive's duties and responsibilities under his/her Employment Agreement that causes Acadia or any of its subsidiaries substantial public disgrace or disrepute or economic harm, (iii) repeated failure to perform duties consistent with such Employment Agreement as reasonably directed by our board of directors, (iv) any act or knowing omission aiding or abetting a competitor, supplier or customer of ours to our disadvantage or detriment, (v) breach of fiduciary duty, gross negligence or willful misconduct with respect to us, (vi) an administrative or other proceeding results in the suspension or debarment of such

executive from participation in any contracts with, or programs of, the United States or any of the fifty states or any agency or department thereof, or (vii) any other material breach by such executive of his/her Employment Agreement or any other agreement between such executive and us, which is not cured to the reasonable satisfaction of our board of directors within thirty (30) days after written notice thereof to such executive.

"*Good Reason*" (as defined in the Employment Agreements for executives other than Mr. Shear) means if the applicable executive resigns his/her employment with Acadia (a) as a result of one or more of the following actions (in each case taken without executive's written consent): (i) a reduction in such executive's base salary (other than as part of an across-the-board reduction that (A) results in a 10% or less reduction of such executive's base salary as in effect on the date of any such reduction or (B) is approved by our Chief Executive Officer), (ii) a material diminution of such executive's job duties or responsibilities inconsistent with executive's position; (iii) any other material breach by us of such Employment Agreement; or (iv) a relocation of our principal executive offices and corporate headquarters outside of a thirty (30) mile radius of Nashville, Tennessee following relocation thereto in accordance with such Employment Agreement; provided that, none of the events described in clauses (i) through (iv) shall constitute Good Reason unless such executive shall have notified us in writing describing the event which constitutes Good Reason within ninety (90) days after the occurrence of such event and then only if we shall have failed to cure such event within thirty (30) days after our receipt of such written notice and such executive elects to terminate his employment as a result at the end of such thirty (30) day period, or (b) for any reason within 180 days following a "Sale of the LLC" (as previously defined in the Acadia Holdings LLC Agreement). The Merger did not constitute a Sale of the LLC. For Mr. Shear, "Good Reason" (as defined in his Employment Agreement) is defined as (A) a reduction in his base salary (other than as part of an across-the-board reduction that (1) results in a 10% or less reduction of such executive's base salary as in effect on the date of any such reduction or (2) is approved by our Chief Executive Officer), (B) a material diminution of his job duties or responsibilities inconsistent with his position; (C) our failure to nominate Mr. Shear to serve on our board of directors; or (D) any other material breach by us of Mr. Shear's Employment Agreement; provided that, none of the events described in clauses (A) through (D) shall constitute Good Reason unless such executive shall have notified us in writing describing the event which constitutes Good Reason within ninety (90) days after the occurrence of such event and then only if we shall have failed to cure such event within thirty (30) days after our receipt of such written notice and such executive elects to terminate his employment as a result at the end of such thirty (30) day period.

If an executive officer party to an Employment Agreement dies or becomes disabled, such executive is entitled to the applicable Termination Payments (other than the severance payment contemplated under clause (vii) of the definition thereof). In the event that a senior executive becomes disabled not due to death, such executive shall be entitled to receive continued installment payments of such executive's base salary as in effect on the termination date for a specified period of time.

If we terminate an executive under an Employment Agreement for cause or if any such executive resigns without good reason, such executive will only be entitled to receive his or her unpaid base salary through the termination date and any bonus amount to which such executive is entitled by reference to the calendar year that ended on or prior to the termination date.

During the term of the Employment Agreement for each executive officer (other than Mr. Shear) and for one year thereafter (or 24 months thereafter in the case of Mr. Jacobs), each such executive is prohibited from (i) directly or indirectly managing, controlling, consulting, rendering services for or participating, engaging or owning an interest in any business which derives 25% of its gross revenue from the business of providing behavioral healthcare and/or related services and (ii) directly or indirectly managing, controlling, rendering services for or participating or consulting with any unit, division, segment or subsidiary of any other business that engages in or otherwise competes with (or was organized for the purpose of engaging in or competing with) the business of providing behavioral healthcare and/or related services, subject to certain exceptions. Each such executive is prohibited from directly or indirectly soliciting or hiring any employee or independent contractor of ours or directly or indirectly soliciting any customer, supplier, licensee, licensor or other business relation of ours

during the employment period and for 12 months thereafter. The non-compete provisions to which Mr. Shear is subject under his Employment Agreement shall terminate on the lesser of (i) 24 months and (ii) the number of months remaining until the expiration of his employment term (but in no event less than 12 months), calculated from the date of his termination of service. In addition, the executive officers party to an Employment Agreement are subject to customary confidentiality and non-disparagement obligations both during and following their employment with Acadia.

Bonus Agreements

We entered into a bonus agreement with Mr. Carter on January 4, 2010, pursuant to which Mr. Carter will be entitled to receive a one-time cash bonus payment of $40,000 subject to satisfaction of the following conditions in the 2011 fiscal year: (i) the absence of a "change of control" (as defined in the Acadia Holdings LLC Agreement); (ii) continuous employment with Acadia Management from January 4, 2010 until the date on which such bonus is paid; and (iii) Acadia's achievement of certain EBITDA targets as set forth therein. The Merger did not constitute a change of control under the Acadia Holdings LLC Agreement.

Mr. Carter has not yet received any payments under this bonus agreement and will not be entitled to receive any such payments until 2012, subject to satisfaction of the aforementioned conditions.

2011 Incentive Plan

In connection with the Merger, we adopted the Acadia Healthcare Company, Inc. 2011 Incentive Compensation Plan (the "2011 Incentive Plan"). The 2011 Incentive Plan provides for grants of stock options, stock appreciation rights, restricted stock, other stock-based awards and other cash-based. Directors, officers and other employees of us and our subsidiaries, as well as other persons performing consulting or advisory services for us, are eligible for grants under the 2011 Incentive Plan. The purpose of the 2011 Incentive Plan is to provide incentives that will attract, retain and motivate high performing officers, directors, employees and consultants by providing them a proprietary interest in our long-term success or compensation based on their performance in fulfilling their responsibilities to our company. Set forth below is a summary of the material terms of the 2011 Incentive Plan. For further information about the 2011 Incentive Plan, we refer you to the complete copy of the 2011 Incentive Plan, filed as an exhibit to the registration statement.

Administration. The 2011 Incentive Plan is administered by a committee designated by our board of directors. Among the committee's powers is to determine the form, amount and other terms and conditions of awards; clarify, construe or resolve any ambiguity in any provision of the 2011 Incentive Plan or any award agreement; amend the terms of outstanding awards; and adopt such rules, forms, instruments and guidelines for administering the 2011 Incentive Plan as it deems necessary or proper. The committee has full authority to administer and interpret the 2011 Incentive Plan, to grant discretionary awards under the 2011 Incentive Plan, to determine the persons to whom awards will be granted, to determine the types of awards to be granted, to determine the terms and conditions of each award, to determine the number of shares of common stock to be covered by each award, to make all other determinations in connection with the 2011 Incentive Plan and the awards thereunder as the committee deems necessary or desirable and to delegate authority under the 2011 Incentive Plan to our executive officers.

Available Shares. The aggregate number of shares of common stock which may be issued or used for reference purposes under the 2011 Incentive Plan or with respect to which awards may be granted may not exceed 2,700,000 shares. The number of shares available for issuance under the 2011 Incentive Plan may be subject to adjustment in the event of a reorganization, stock split, merger or similar change in the corporate structure or the number of outstanding shares of our common stock. In the event of any of these occurrences, we may make any adjustments we consider appropriate to, among other things, the number and kind of shares, options or other property available for issuance under the plan or covered by grants previously made under the plan. The shares available for issuance under the plan may be, in whole or in part, either authorized and unissued

shares of our common stock or shares of common stock held in or acquired for our treasury. In general, if awards under the 2011 Incentive Plan are for any reason cancelled, or expire or terminate unexercised, the shares covered by such awards may again be available for the grant of awards under the 2011 Incentive Plan.

Eligibility for Participation. Members of our board of directors, as well as employees of, and consultants to, us or any of our subsidiaries and affiliates are eligible to receive awards under the 2011 Incentive Plan.

Award Agreement. Awards granted under the 2011 Incentive Plan will be evidenced by award agreements, which need not be identical, that provide additional terms, conditions, restrictions or limitations covering the grant of the award, including, without limitation, additional terms providing for the acceleration of exercisability or vesting of awards in the event of a change of control or conditions regarding the participant's employment, as determined by the committee.

Stock Options. The committee may grant nonqualified stock options and incentive stock options to purchase shares of our common stock only to eligible employees. The committee will determine the number of shares of our common stock subject to each option, the term of each option, which may not exceed ten years, or five years in the case of an incentive stock option granted to a 10% or greater stockholder, the exercise price, the vesting schedule, if any, and the other material terms of each option. No incentive stock option or nonqualified stock option may have an exercise price less than the fair market value of a share of our common stock at the time of grant or, in the case of an incentive stock option granted to a 10% or greater stockholder, 110% of such share's fair market value. Options will be exercisable at such time or times and subject to such terms and conditions as determined by the committee at grant and the exercisability of such options may be accelerated by the committee.

Stock Appreciation Rights. The committee may grant stock appreciation rights, or "SARs," either with a stock option, which may be exercised only at such times and to the extent the related option is exercisable, or "Tandem SAR," or independent of a stock option, or "Non-Tandem SAR." A SAR is a right to receive a payment in shares of our common stock or cash, as determined by the committee, equal in value to the excess of the fair market value of one share of our common stock on the date of exercise over the exercise price per share established in connection with the grant of the SAR. The term of each SAR may not exceed ten years. The exercise price per share covered by an SAR will be the exercise price per share of the related option in the case of a Tandem SAR and will be the fair market value of our common stock on the date of grant in the case of a Non-Tandem SAR. The committee may also grant limited SARs, either as Tandem SARs or Non-Tandem SARs, which may become exercisable only upon the occurrence of a change in control, as defined in the 2011 Incentive Plan, or such other event as the committee may designate at the time of grant or thereafter.

Restricted Stock. The committee may award shares of restricted stock. Except as otherwise provided by the committee upon the award of restricted stock, the recipient generally will have the rights of a stockholder with respect to the shares, including the right to receive dividends, the right to vote the shares of restricted stock and, conditioned upon full vesting of shares of restricted stock, the right to tender such shares, subject to the conditions and restrictions generally applicable to restricted stock or specifically set forth in the recipient's restricted stock agreement. The committee may determine at the time of award that the payment of dividends, if any, will be deferred until the expiration of the applicable restriction period. Recipients of restricted stock will be required to enter into a restricted stock agreement with us that states the restrictions to which the shares are subject, which may include satisfaction of pre-established performance goals, and the criteria or date or dates on which such restrictions will lapse. If the grant of restricted stock or the lapse of the relevant restrictions is based on the attainment of performance goals, the committee will establish for each recipient the applicable performance goals, formulae or standards and the applicable vesting percentages with reference to the attainment of such goals or satisfaction of such formulae or standards while the outcome of the performance goals are substantially uncertain. Such performance goals may incorporate provisions for disregarding, or adjusting for, changes in accounting methods, corporate transactions, including, without limitation, dispositions and

acquisitions, and other similar events or circumstances. Section 162(m) of the Internal Revenue Code requires that performance awards be based upon objective performance measures. The performance goals for performance-based restricted stock will be based on one or more of the objective criteria set forth on Exhibit A to the 2011 Incentive Plan and are discussed in general below.

Other Stock-Based Awards. The committee may, subject to limitations under applicable law, make a grant of such other stock-based awards, including, without limitation, performance units, dividend equivalent units, stock equivalent units, restricted stock and deferred stock units under the 2011 Incentive Plan that are payable in cash or denominated or payable in or valued by shares of our common stock or factors that influence the value of such shares. The committee may determine the terms and conditions of any such other awards, which may include the achievement of certain minimum performance goals for purposes of compliance with Section 162(m) of the Code and a minimum vesting period. The performance goals for performance-based other stock-based awards will be based on one or more of the objective criteria set forth on Exhibit A to the 2011 Incentive Plan and discussed in general below.

Other Cash-Based Awards. The committee may grant awards payable in cash. Cash-based awards shall be in such form, and dependent on such conditions, as the committee shall determine, including, without limitation, being subject to the satisfaction of vesting conditions or awarded purely as a bonus and not subject to restrictions or conditions. If a cash-based award is subject to vesting conditions, the committee may accelerate the vesting of such award in its discretion.

Performance Awards. The committee may grant a performance award to a participant payable upon the attainment of specific performance goals. The committee may grant performance awards that are intended to qualify as performance-based compensation under Section 162(m) of the Code as well as performance awards that are not intended to qualify as performance-based compensation under Section 162(m) of the Code. If the performance award is payable in cash, it may be paid upon the attainment of the relevant performance goals either in cash or in shares of restricted stock, based on the then current fair market value of such shares, as determined by the committee. Based on service, performance or other factors or criteria, the committee may, at or after grant, accelerate the vesting of all or any part of any performance award.

Performance Goals. The committee may grant awards of restricted stock, performance awards, and other stock-based awards that are intended to qualify as performance-based compensation for purposes of Section 162(m) of the Code. These awards may be granted, vest and be paid based on attainment of specified performance goals established by the committee. These performance goals may be based on the attainment of a certain target level of, or a specified increase or decrease in, one or more of the following measures selected by the committee: (1) earnings per share; (2) operating income; (3) gross income; (4) net income, before or after taxes; (5) cash flow; (6) gross profit; (7) gross profit return on investment; (8) gross margin return on investment; (9) gross margin; (10) operating margin; (11) working capital; (12) earnings before interest and taxes; (13) earnings before interest, tax, depreciation and amortization; (14) return on equity; (15) return on assets; (16) return on capital; (17) return on invested capital; (18) net revenues; (19) gross revenues; (20) revenue growth, as to either gross or net revenues; (21) annual recurring net or gross revenues; (22) recurring net or gross revenues; (23) license revenues; (24) sales or market share; (25) total shareholder return; (26) economic value added; (27) specified objectives with regard to limiting the level of increase in all or a portion of our bank debt or other long-term or short-term public or private debt or other similar financial obligations, which may be calculated net of cash balances and other offsets and adjustments as may be established by the committee; (28) the fair market value of the a share of common stock; (29) the growth in the value of an investment in the common stock assuming the reinvestment of dividends; (30) reduction in operating expenses or (31) other objective criteria determined by the committee.

To the extent permitted by law, the committee may also exclude the impact of an event or occurrence which the committee determines should be appropriately excluded, such as (1) restructurings, discontinued operations, extraordinary items and other unusual or non-recurring charges; (2) an event either not directly

related to our operations or not within the reasonable control of management; or (3) a change in accounting standards required by generally accepted accounting principles. Performance goals may also be based on an individual participant's performance goals, as determined by the committee. In addition, all performance goals may be based upon the attainment of specified levels of our performance, or the performance of a subsidiary, division or other operational unit, under one or more of the measures described above relative to the performance of other corporations. The committee may designate additional business criteria on which the performance goals may be based or adjust, modify or amend those criteria.

Change in Control. In connection with a change in control, as defined in the 2011 Incentive Plan, the committee may accelerate vesting of outstanding awards under the 2011 Incentive Plan. In addition, such awards may be, in the discretion of the committee, (1) assumed and continued or substituted in accordance with applicable law; (2) purchased by us for an amount equal to the excess of the price of a share of our common stock paid in a change in control over the exercise price of the awards; or (3) cancelled if the price of a share of our common stock paid in a change in control is less than the exercise price of the award. The committee may also provide for accelerated vesting or lapse of restrictions of an award at any time.

Stockholder Rights. Except as otherwise provided in the applicable award agreement, and with respect to an award of restricted stock, a participant will have no rights as a stockholder with respect to shares of our common stock covered by any award until the participant becomes the record holder of such shares.

Amendment and Termination. Notwithstanding any other provision of the 2011 Incentive Plan, our board of directors may at any time amend any or all of the provisions of the 2011 Incentive Plan, or suspend or terminate it entirely, retroactively or otherwise; provided, however, that, unless otherwise required by law or specifically provided in the 2011 Incentive Plan, the rights of a participant with respect to awards granted prior to such amendment, suspension or termination may not be adversely affected without the consent of such participant.

Transferability. Awards granted under the 2011 Incentive Plan generally are nontransferable, other than by will or the laws of descent and distribution, except that the committee may provide for the transferability of nonqualified stock options at the time of grant or thereafter to certain family members.

Recoupment of Awards. The 2011 Incentive Plan provides that awards granted under the 2011 Incentive Plan are subject to any recoupment policy adopted regarding the clawback of "incentive-based compensation" under the Exchange Act or under any applicable rules and regulations promulgated by the SEC.

Effective Date. The 2011 Incentive Plan was adopted by the Acadia board of directors on September 7, 2011 and will become effective upon the consummation of the Merger.

Board of Directors Report

The full Acadia board of directors has reviewed and discussed the Compensation Discussion and Analysis required by Item 402(b)(1) of Regulation S-K with management and, based on such review and discussions, has recommended that the Compensation Discussion and Analysis be included in this prospectus.

THE ACADIA HEALTHCARE COMPANY, INC.
BOARD OF DIRECTORS

Joey A. Jacobs
Bruce A. Shear
Reeve B. Waud
Charles E. Edwards
Matthew A. London
Gary A. Mecklenburg
William F. Grieco

Executive Compensation Tables

Summary Compensation Table

The table below summarizes the total compensation earned by our NEOs for the fiscal year ended December 31, 2010.

NAME AND PRINCIPAL POSITION	FISCAL YEAR	BASE SALARY ($)	BONUS ($) [2]	STOCK AWARDS ($) [3]	OPTION AWARDS ($)	NON-EQUITY INCENTIVE PLAN COMPENSATION ($)	CHANGE IN PENSION VALUE AND NON-QUALIFIED DEFERRED COMPENSATION EARNINGS ($)	ALL OTHER COMPENSATION ($) [4]	TOTAL ($)
Trey Carter [1]	2010	317,474	222,232	—	—	—	—	4,579	544,285
Danny Carpenter [1]	2010	181,601	127,121	—	—	—	—	—	308,722
Karen Prince [1]	2010	255,505	178,854	—	—	—	—	—	434,359
Robert Swinson [1]	2010	167,092	116,965	—	—	—	—	—	284,057
Thomas Dodd [1]	2010	167,092	116,964	—	—	—	—	—	284,056

[1] Mr. Carter served as Acadia's Chief Executive Officer from May 2007 until February 2011. In February 2011, he was appointed as a Co-President of Acadia. At the same time, Mr. Carpenter transitioned to the position of Vice President of Financial Operations, Western Division, Ms. Prince transitioned to the position of President, Eastern Division, Mr. Swinson became our Vice President of Financial Operations, Eastern Division and Mr. Dodd became our Vice President of Compliance/Clinical Services. Mr. Carter is the only NEO for fiscal year 2010 that remained an executive officer following the Merger.

[2] Bonus amounts were earned in fiscal year 2010 and paid in fiscal year 2011.

[3] Our NEOs were each granted Class B Common Units and Class B Preferred Units of Acadia Holdings in fiscal year 2010 in the amounts as set forth in the Grants of Plan-Based Awards Table below. See "—Executive Compensation Tables—Grant of Plan-Based Awards." The grant date fair value of such awards was determined to be de minimis. These awards vest only upon certain change of control events.

[4] We allow employees to cash-in up to 40 hours of accrued vacation time payable at 75% of its accrued value.

Grant of Plan-Based Awards

The table below summarizes grants of incentive plan awards to each of Acadia's NEOs for the fiscal year ended December 31, 2010:

NAME	GRANT DATE	ESTIMATED FUTURE PAYOUTS UNDER NON-EQUITY INCENTIVE PLAN AWARDS			ESTIMATED FUTURE PAYOUTS UNDER EQUITY INCENTIVE PLAN AWARDS (#) [1]	ALL OTHER STOCK AWARDS: NUMBER OF SHARES OF STOCK OR UNITS (#)	GRANT DATE FAIR VALUE OF STOCK AWARDS ($) [2]
		THRESHOLD ($)	TARGET ($)	MAXIMUM ($)			
Trey Carter	1/4/2010				6,500 [3]	—	0
	1/4/2010				400 [3]	—	0
	1/4/2010	—	40,000 [4]	—	—	—	—
Danny Carpenter	1/4/2010				2,500 [3]	—	0
	1/4/2010	—	—	—	—	—	—
Karen Prince	1/4/2010				5,000 [3]	—	0
	1/4/2010				320 [3]	—	0
	1/4/2010	—	—	—	—	—	—
Robert Swinson	1/4/2010				2,000 [3]	—	0
	1/4/2010				140 [3]	—	0
	1/4/2010	—	—	—	—	—	—
Thomas Dodd	1/4/2010				2,000 [3]	—	0
	1/4/2010				140 [3]	—	0
	1/4/2010	—	—	—	—	—	—

[1] All of the equity incentive plans awards granted in the fiscal year are performance based awards that would have vested upon the occurrence of a "Change of Control" (as defined in the Prior LLC Agreement) in which Waud Capital Partners achieves a targeted internal rate of return. All of these awards were reclassified into Class B Units in connection with Acadia Holdings' entry into the Acadia Holdings LLC Agreement on April 1, 2011.

[2] The grant date fair value of the awards reflected in this column was determined to be de minimis. These awards were subject to vesting only upon certain change of control events.

[3] Represents Class B Common Units and Class B Preferred Units of Acadia Holdings, which were reclassified into Class B Units of Acadia Holdings on April 1, 2011.

[4] See "Compensation Discussion and Analysis—Intended Objectives of Acadia's Executive Compensation Program; Elements of Compensation—Bonus Agreements" for a discussion of Mr. Carter's bonus agreement.

Outstanding Equity Awards at Fiscal Year-End

The table below summarizes Acadia Holdings equity awards outstanding for our NEOs as of December 31, 2010:

NAME	GRANT DATE	EQUITY INCENTIVE PLAN AWARDS: NUMBER OF UNEARNED SHARES, UNITS OR OTHER RIGHTS THAT HAVE NOT VESTED (#)	EQUITY INCENTIVE PLAN AWARDS: MARKET OR PAYOUT VALUE OF UNEARNED SHARES, UNITS OR OTHER RIGHTS THAT HAVE NOT VESTED ($)
Trey Carter	1/4/2010	6,500 (1)	$ 1,302,000
	1/4/2010	400 (1)	800,000
Danny Carpenter	1/4/2010	2,500 (1)	$ 500,769
Karen Prince	1/4/2010	5,000 (1)	$ 1,001,538
	1/4/2010	320 (1)	640,000
Robert Swinson	1/4/2010	2,000 (1)	$ 400,615
	1/4/2010	140 (1)	280,000
Thomas Dodd	1/4/2010	2,000 (1)	$ 400,615
	1/4/2010	140 (1)	280,000

(1) Represents Class B Common Units and Class B Preferred Units of Acadia Holdings, which were reclassified into Class B Units of Acadia Holdings on April 1, 2011.

Options Exercised and Stock Vested

None of the units of Acadia Holdings issued to our NEOs for the fiscal year ended December 31, 2010 were subject to any vesting.

Pension Benefits

Acadia did not offer any pension benefits to any of our NEO for the fiscal year ended December 31, 2010.

Non-qualified Deferred Compensation

Acadia did not have any non-qualified deferred compensation plans as of December 31, 2010.

Potential Payments upon Termination or Change-in-Control

The equity agreements pursuant to which Acadia Holdings issued units of Acadia Holdings to certain members of Acadia management provide for potential payments that could be received by the NEOs employed by us upon termination of employment or in connection with a Sale of Acadia. The consummation of the Merger did not trigger a change-in-control payment under such agreements.

		TERMINATION [1]				
NAME	ELEMENT	FOR CAUSE ($)	NOT FOR CAUSE ($)	FOLLOWING CHANGE-IN-CONTROL ($)	DEATH OR DISABILITY ($)	RETIREMENT ($)
Trey Carter [2]	Salary	—	317,474	—	—	—
	Bonus	—	—	—	—	—
	Benefit	—	—	—	—	—
	Acadia Holdings Units	—	—	2,102,000	—	—
Danny Carpenter	Salary	—	—	—	—	—
	Bonus	—	—	—	—	—
	Benefit	—	—	—	—	—
	Acadia Holdings Units	—	—	500,769	—	—
Karen Prince	Salary	—	—	—	—	—
	Bonus	—	—	—	—	—
	Benefit	—	—	—	—	—
	Acadia Holdings Units	—	—	1,641,538	—	—
Robert Swinson	Salary	—	—	—	—	—
	Bonus	—	—	—	—	—
	Benefit	—	—	—	—	—
	Acadia Holdings Units	—	—	680,615	—	—
Thomas Dodd	Salary	—	—	—	—	—
	Bonus	—	—	—	—	—
	Benefit	—	—	—	—	—
	Acadia Holdings Units	—	—	680,615	—	—

[1] Amounts set forth in this table assume that the triggering event occurred as of December 31, 2010.

[2] Amounts set forth in this table do not take into account any amounts to which Mr. Carter may be entitled under his Employment Agreement, which he entered into on March 29, 2011.

SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The following table sets forth the beneficial ownership of our common stock following the Merger by:

- each person or group who owns beneficially more than 5% of our outstanding common stock;
- each person who is an executive officer;
- each person who is a director; and
- all of our executive officers and directors as a group.

The percentages below are based upon an estimated 22,608,604 shares of Acadia common stock outstanding as of November 23, 2011.

Messrs. Shear and Grieco are the only executive officers or directors who hold options. Their ownership includes any options exercisable within 60 days of November 16, 2011. These options are treated as beneficially owned by Mr. Shear or Mr. Grieco, as applicable, for purposes of computing his beneficial ownership below. Mr. Grieco and Mr. Shear's options are not treated as outstanding for purposes of computing the percentage ownership of any other person.

Unless otherwise indicated below, to our knowledge, all persons listed below would have had sole voting and investment power with respect to their shares of common stock, except to the extent authority is shared by spouses under applicable law. In preparing the following table, we have relied on the information furnished by the persons listed below.

NAME	SHARES BENEFICIALLY OWNED	PERCENTAGE OF SHARES BENEFICIALLY OWNED AFTER THE MERGER
5% Stockholders:		
Waud Capital Partners [1]	17,716,938	78.3%
Joey A. Jacobs [2]	1,345,139 [2]	5.9%
Executive Officers and Directors:		
Joey A. Jacobs [2]	1,345,139 [2]	5.9%
Bruce A. Shear [3]	373,405 [3]	1.6%
Brent Turner [4]	361,402	1.6%
Trey Carter	322,572	1.4%
Ron Fincher [5]	307,319	1.4%
Jack E. Polson	302,171	1.3%
Chris Howard	302,171	1.3%
Danny Carpenter	97,842	*
Karen Prince	254,297	1.1%
Robert Swinson	114,628	*
Thomas Dodd	105,739	*
Reeve B. Waud [1]	17,716,938	78.3%
Charles E. Edwards	—	0%
Matthew A. London	—	0%
Gary A. Mecklenburg	5,934	*
William F. Grieco [6]	89,250	*
All executive officers and directors as a group (12 persons)	18,179,593	80.4%

* Represents beneficial ownership of less than 1% of our outstanding common stock.

(1) 14,186,407 of the reported shares of Acadia common stock are owned of record as follows: (i) 2,646,915 shares by Waud Capital Partners II, L.P. (“WCP II”), (ii) 4,838,981 shares by Waud Capital Partners QP II, L.P. (“Waud QP II”), (iii) 842,217 shares by the Reeve B. Waud 2011 Family Trust, (iv) 93,580 shares by Waud Family Partners, L.P. (“WFP LP”), (v) 738,513 shares by WCP FIF II (Acadia), L.P. (“WCP FIF II”), (vi) 756,365 shares by Waud Capital Affiliates II, L.L.C. (“Waud Affiliates II”), (vii) 388,167 shares by Waud Capital Affiliates III, L.L.C. (“Waud Affiliates III”), (viii) 1,054,368 shares by WCP FIF III (Acadia), L.P. (“WCP FIF III”), (ix) 2,402,453 shares by Waud Capital Partners QP III, L.P. (“Waud QP III”) and (x) 424,848 shares by Waud Capital Partners III, L.P. (“WCP III”). Waud Capital Partners Management II, L.P. (“WCPM II”) as the general partner of WCP II, Waud QP II, WCP FIF II and the Manager of Waud Affiliates II and Waud Capital Partners II, L.L.C. (“Waud II LLC”), as the general partner of WCPM II, may be deemed to share beneficial ownership of the shares held of record by such entities. Waud Capital Partners Management III, L.P. (“WCPM III”), as the general partner of WCP FIF III, Waud QP III and WCP III and the Manager of Waud Affiliates III, and Waud Capital Partners III, L.L.C. (“Waud III LLC”), as the general partner of WCPM III, may be deemed to share beneficial ownership of the shares held of record by such entities. Reeve Waud may be deemed to beneficially own the shares of common stock held by each of the above entities by virtue of his (A) making decisions for the Limited Partner Committee of each of WCPM II and WCPM III, (B) being the manager of Waud II LLC and Waud III LLC and WFP LP and (iii) being the investment advisor of the Reeve B. Waud 2011 Family Trust. The address for the Waud Capital Partners entities named in this footnote 1 is c/o Waud Capital Partners, LLC, 300 North LaSalle Street, Suite 4900, Chicago, IL 60654. As described under “Certain Relationships and Related Party Transactions—Stockholders Agreement,” in connection with the Merger, Waud Capital Partners and certain of its affiliates entered into a stockholders agreement with Acadia’s and certain members of Acadia’s management. The members of Acadia’s management party to the Stockholders Agreement granted WCP II a proxy to vote their shares in connection with the election and removal of directors and certain other matters in the manner directed by the holders of a majority of the stock held by Waud Capital Partners. As a result of the foregoing, WCP II, WCPM II, Waud II LLC and Mr. Waud may be deemed to share beneficial ownership of the 3,530,531 shares held by the members of Acadia’s management that have granted Waud Capital Partners a proxy pursuant to the Stockholders Agreement.

(2) 160,516 of the reported shares are owned of record by Mr. Jacobs. The remainder of the reported shares is owned of record by the Joey A. Jacobs 2011 Grantor Retained Annuity Trust (Acadia). The address for Mr. Jacobs is c/o Acadia Healthcare Company, Inc., 830 Crescent Centre Drive, Suite 610, Franklin, TN 37067.

(3) Amount includes 337,778 shares of Acadia common stock. This amount also includes (i) 33,752 shares of Acadia common stock issuable pursuant to currently exercisable stock options having an exercise price range of $4.32 to $11.80 per share, and (ii) 1,875 shares of Acadia common stock issuable pursuant to stock options that will vest on December 14, 2011 having an exercise price of $4.32 per share.

(4) 124,477 of the reported shares are owned of record by Mr. Turner. The remainder of the reported shares is owned of record by the William Brent Turner 2011 Grantor Retained Annuity Trust.

(5) 129,625 of the reported shares are owned of record by Mr. Fincher. The remainder of the reported shares is owned of record by the Ron Fincher 2011 Grantor Retained Annuity Trust.

(6) Amount includes 40,500 shares of Acadia common stock. This amount also includes 48,750 shares of Acadia common stock issuable pursuant to currently exercisable stock options having an exercise price range of $2.20 to $12.72 per share.

Professional Services Agreement

Acadia and Waud Capital Partners were parties to a professional services agreement dated April 1, 2011, pursuant to which Waud Capital Partners rendered general advisory and management services with respect to financial and operating matters, including advice on corporate strategy, budgeting of future corporate investment, acquisition and divestiture strategy and debt and equity financing. Waud Capital Partners and Acadia terminated the professional services agreement in connection with consummation of the Merger and payment of $20,559,000 in aggregate transaction fees to Waud Capital Partners pursuant to the terms of the related termination agreement. Under the Merger Agreement, $15,559,000 of such transaction fees were subtracted from the $90.0 million dividend made by Acadia to holders of Acadia capital stock immediately prior to consummation of the Merger.

The parties entered into the professional services agreement in connection with entering into the second amended and restated limited liability company agreement of Acadia Holdings on April 1, 2011 (the “Acadia Holdings LLC Agreement”), which amended and restated Acadia Holdings’ prior limited liability company agreement dated August 31, 2009 (the “Prior LLC Agreement”).

Pursuant to the professional services agreement, Acadia was obligated to pay the following fees to Waud Capital Partners: (i) upon consummation of any credit facility (including any amendments to existing credit facilities which have the effect of increasing the committed amount under such facility, but excluding any credit facility entered into after April 1, 2011 with any affiliate of Waud Capital Partners if such affiliate is receiving a closing or similar fee in connection with such facility), financing fees in cash in an aggregate amount to equal 1.5% of the aggregate principal amount of all such loans (or 1.0% of the aggregate amount of all public bond issuances); (ii) advisory fees in connection with the negotiation and consummation of any acquisitions and/or dispositions by Acadia or any of its subsidiaries in an aggregate amount equal to 2.0% of the gross purchase price of any such acquisition or disposition (including any debt or other liabilities assumed or otherwise included in the transaction(s)), as compensation for the negotiation, arranging and structuring services Waud Capital Partners has agreed to provide Acadia with respect thereto; and (iii) upon consummation of a Sale of Acadia (as defined below), a sale fee in cash in an amount equal to 1.5% of the enterprise value assigned to Acadia Holdings and its subsidiaries in connection with or implied by such Sale of Acadia, as compensation for the negotiation, structuring and other services Waud Capital Partners has agreed to provide Acadia with respect to such Sale of Acadia. The Merger did not constitute a Sale of Acadia.

Under the professional services agreement, Waud Capital Partners charged Acadia a management fee for advisory and management services of $2.0 million per year. The fee for the period from and including April 1, 2011 to and including June 30, 2011 was paid on April 1, 2011. Thereafter, the advisory fee was payable on July 1st and January 1st of each year in advance.

The professional services agreement also provided for the reimbursement of Waud Capital Partners for its reasonable travel expenses, legal fees and other out-of-pocket fees and expenses in connection with activities undertaken pursuant to such agreement. Additionally, Waud Capital Partners and its affiliates (other than Acadia and its subsidiaries) were indemnified for liabilities incurred in connection with their role under the professional services agreement, other than for liabilities resulting from their gross negligence or willful misconduct, as determined by a court of competent jurisdiction in a final non-appealable order.

In connection with entry into the professional services agreement, the amendment and restatement of the Prior LLC Agreement and the consummation of Acadia’s acquisition of YFCS, Waud Capital Partners received $6.15 million in fees from Acadia on April 1, 2011, which consisted of a $3.6 million transaction fee, a $450,000 commitment fee and a $2.1 million financing fee. As discussed above, Waud Capital Partners also received $20,559,000 in aggregate transaction fees in connection with consummation of the Merger and the termination of the professional services agreement.

Prior to entry into the professional services agreement, Waud Capital Partners was entitled to receive the following fees from Acadia Holdings pursuant to the Prior LLC Agreement: (i) an annual advisory fee, payable on a semi-annual basis, as compensation for the financial and management consulting services Waud Capital Partners had agreed to provide Acadia Holdings and its subsidiaries with respect to their business and financial management generally and its financial affairs; and (ii) upon consummation of any credit facility (including amendments to existing credit facilities which have the effect of increasing the amount to be drawn under such facility by Acadia Holdings or its subsidiaries, but excluding any credit facility entered into after December 30, 2005 with any affiliate of Waud Capital Partners if such affiliate is receiving a closing or similar fee in connection with such facility) entered into by Acadia Holdings or its subsidiaries after December 30, 2005, financing fees in an aggregate amount to equal 2.0% of the aggregate principal amount of all such loans (or 1.0% of the aggregate amount of all public bond issuances), as compensation for the negotiation, arranging and structuring services Waud Capital Partners had agreed to provide to Acadia Holdings or its subsidiaries. Waud Capital Partners was also entitled to receive an annual advisory fee, payable semi-annually, under the Prior LLC Agreement (and its predecessor). Such fee was initially set at $350,000 per annum, subject to annual increases of $50,000, up to $600,000, effective January 1st of each year beginning January 1, 2007. Waud Capital Partners deferred the payment of all such management fees in accordance with the terms of the Prior LLC Agreement.

On April 1, 2011 in connection with entry into the Acadia Holdings LLC Agreement, Waud Capital Partners received approximately $7.1 million of Acadia Holdings equity in exchange for fees it had previously deferred in accordance with the Prior LLC Agreement.

True Partners Engagement Agreement

Acadia and True Partners Consulting LLC (“True Partners”), an affiliate of Waud Capital Partners, are parties to an engagement agreement dated January 7, 2011, pursuant to which True Partners renders tax consulting and compliance services to Acadia and its affiliated entities. As of November 1, 2011, Waud Capital Partners and its affiliates indirectly owned a majority of the True Partners membership interests. The engagement agreement will automatically terminate upon the completion of the services to be rendered by True Partners thereunder. Either party may terminate the engagement agreement upon at least 30 days’ prior written notice to the other party. Upon such termination, True Partners shall be entitled to receive payment for services performed and expenses incurred through the date of termination. Pursuant to the engagement agreement, Acadia pays certain fixed fees to True Partners for various tax consulting and compliance services, which are billed monthly as incurred. Acadia paid $73,200, $116,365 and $62,065 to True Partners for such services in 2008, 2009 and 2010, respectively. In the event of a large transaction or other activity not otherwise covered under the engagement agreement for which True Partners provide services to Acadia, True Partners will provide consulting services to Acadia at its standard hourly rates, plus reimbursement of out-of-pocket expenses.

Registration Rights Agreement

Acadia Holdings entered into an amended and restated registration rights agreement with the holders of substantially all of its equity securities pursuant to which such holders have the right to demand the registration of all or a portion of their securities and have certain piggy back registration rights, subject to certain limitations. In connection with the consummation of the Merger, Waud Capital Partners and the other members of Acadia Holdings caused the dissolution of Acadia Holdings and the distribution of the Acadia common stock held by Acadia Holdings to its members. In connection with such dissolution and distribution, Acadia assumed Acadia Holdings’ rights and obligations under the amended and restated registration rights agreement. In connection with the public offering of our common stock, which we announced on December 15, 2011, the parties to the amended and restated registration rights agreement have entered into lock up agreements with the underwriters pursuant to which such parties may not sell shares of Acadia common stock until 90 days after December 15, 2011, unless the underwriters waive such restrictions in accordance with the terms of the lock up agreements.

Acadia Holdings LLC Agreement

Prior to the dissolution of Acadia Holdings on November 23, 2011, the Acadia Holdings LLC Agreement granted certain rights to the affiliates of Waud Capital Partners that are designated as the "WCP Investors" in the Acadia Holdings LLC Agreement (the "WCP Holdings Investors"). For so long as any WCP Holdings Investor held any Class A Units of Acadia Holdings, the WCP Holdings Investors holding a majority of the Class A Units then held by all WCP Investors constituted the "Majority WCP Holdings Investors" under the Acadia Holdings LLC Agreement. If no WCP Holdings Investor held any Class A Units of Acadia Holdings, the "Majority WCP Holdings Investors" (for purpose of the Acadia Holdings LLC Agreement) constituted the WCP Holdings Investors holding a majority of the Class B, Class C and Class D Units of Acadia Holdings held by all WCP Holdings Investors.

The board of managers of Acadia Holdings consisted of five (5) managers, four of which were designated by the Majority WCP Holdings Investors (the "WCP Managers"). Except as provided in the Acadia Holdings LLC Agreement and for cases in which the approval of the Acadia Holdings members was expressly provided by the Acadia Holdings LLC Agreement or by non-waivable provisions of applicable law, the powers of Acadia Holders were exercised by or under the authority of, and the business and affairs of Acadia Holdings were managed, under the direction of its board of managers. Under the terms of the Acadia Holdings LLC Agreement, each of WCP FIF III, Waud QP II, Waud QP III and WCP III were able to designate one WCP Manager; provided, that Reeve Waud was entitled to serve as one of the WCP Managers at all times. Unless otherwise specified in the Acadia Holdings LLC Agreement or required by applicable law, any determination or action required taken by the board of managers was to be taken by a majority of the voting power of the managers then in office; provided that each WCP Manager was entitled to a number of votes on all matters which came before the board of managers in an amount equal to the quotient obtained by dividing (i) the number of WCP Managers which the WCP Holdings Investors were entitled to appoint under the Acadia Holdings LLC Agreement by (ii) the number of WCP Managers serving on the board of managers as of such date.

The Acadia Holdings LLC Agreement granted certain drag along rights to the WCP Holdings Investors in connection with the following transactions (each a "Sale of Acadia"): (i) the sale, lease, transfer, conveyance or other disposition, in one transaction or a series of related transactions, of all or substantially all of the assets of Acadia; or (ii) a transaction (including by way of merger, consolidation, recapitalization, reorganization or sale of stock) the result of which the unitholders of Acadia Holdings immediately prior to such transaction are, after giving effect to such transaction, no longer in the aggregate "beneficial owners" (as such term is defined in Rules 13d-3 and 13d-5 promulgated under the Exchange Act), directly or indirectly through one or more intermediaries, of more than 50% of the voting power of the outstanding voting securities of Acadia Holdings. If the Majority WCP Holdings Investors approved a Sale of Acadia (an "Approved Sale"), each unitholder of Acadia Holdings and each person that retained voting control over any transferred units was obligated to, subject to the satisfaction of certain conditions, vote for, consent to and raise no objections against such Approved Sale. If the Approved Sale was structured as (A) a merger or consolidation, each unitholder was obligated to waive any dissenters' rights, appraisal rights or similar rights in connection with such merger or consolidation or (B) a sale of units, each holder was obligated to take all necessary or desirable actions in connection with the consummation of the Approved Sale as requested by Acadia Holdings' board of managers (with the approval of the Majority WCP Holdings Investors) or the Majority WCP Holdings Investors. Furthermore, each Acadia Holdings unitholder was obligated, under the Acadia Holdings LLC Agreement, to take necessary or desirable actions in connection with the consummation of the Approved Sale as requested Acadia Holdings' board of managers (with the approval of the Majority WCP Holdings Investors) or the Majority WCP Holdings Investors. The Acadia Holdings LLC Agreement also provided that each unitholder was obligated to vote for, consent to (to the extent it has any voting or consent right) and raise no objections against an initial public offering of Acadia Holdings or any of its subsidiaries approved by Acadia Holdings' board of managers.

The Acadia Holdings LLC Agreement required that each "Management Investor" named therein bring, and cause each of its affiliates to bring, all investment or business opportunities to Acadia Holdings of which any of them became aware and which are within the scope and investment objectives of Acadia Holdings or its subsidiaries. Notwithstanding the foregoing, the Acadia Holdings LLC Agreement excluded holders of Class A Units and Class B Units held by the WCP Holdings Investors and their affiliates from all such restrictions, subject only to confidentiality restrictions contained in such agreement.

Affiliate Transactions

In August 2009, January 2010 and January 2011, Acadia Holdings entered into management agreements, manager unit agreements, executive purchase agreements and/or executive unit agreements with certain executives and managers pursuant to which such executives or managers purchased or otherwise were issued units of Acadia Holdings.

In connection with the purchase of Class A Common Units and Class A Preferred Units of Acadia Holdings by Messrs. Carpenter, Carter, Dodd and Swinson and Ms. Karen Prince in January 2010, each named executive issued a promissory note to Acadia Holdings to satisfy its obligations to make a capital contribution to Acadia Holdings in accordance with the terms of the related management agreement. Each of Messrs. Carpenter, Carter, Dodd and Swinson and Ms. Prince issued a promissory note to Acadia Holdings on January 4, 2010 in the aggregate principal amount of $65,000, $120,000, $42,000, $42,000 and $96,000, respectively. Interest on each promissory note accrued at the lesser of 8.00% per annum and the highest rate permitted by applicable law. Default interest on each promissory note accrued at a rate per annum equal to the base rate (determined in accordance with the prior sentence) plus 3.00%. Amounts due under each promissory note were secured by certain Acadia Holdings units owned by the related executive as set forth in such promissory note and the related pledge agreement.

Each of Messrs. Carpenter, Carter, Dodd and Swinson and Ms. Prince repaid his or her promissory note in full on July 7, 2011 and the related pledge agreement was terminated effective as of such date.

Stockholders Agreement

In connection with consummation of the Merger, Acadia, certain members of Acadia management (the "Management Investors") and Waud Capital Partners and certain of its affiliates entered into a stockholders agreement. Mr. Shear is not a party to this agreement. The following summary of the stockholders agreement does not purport to be complete and is qualified in its entirety by reference to the provisions of the stockholders agreement.

Management Rights. For so long as the WCP Investors retain voting control over at least 50% of our outstanding voting securities, the WCP Investors will have the right to designate seven (7) representatives to our board of directors, four (4) of which will be designated as Class I directors and three (3) of which will be designated as Class II directors. From and after the date on which the WCP Investors cease to have voting control over at least 50% of our outstanding voting securities and for so long as the WCP Investors hold at least 17.5% of our outstanding voting securities, the WCP Investors will have the right to designate at least such number of directors to our board of directors that, when compared to the authorized number of directors on our board of directors, is not less than proportional to the total number of Stockholder Shares (as defined below) over which the WCP Investors retain voting control relative to the total number of Stockholder Shares then issued and outstanding (with the number of representatives rounded up to the next whole number in all cases). From and after such time as the WCP Investors cease to hold at least 17.5% of our outstanding voting securities, the WCP Investors will have no right to designate any representative to our board of directors. Notwithstanding the foregoing, the stockholders agreement will provide that no reduction in the number of shares of our common stock and other of our and our subsidiaries' equity securities over which the WCP Investors retain voting control will shorten the term of any incumbent director on our board of directors.

In accordance with the stockholders agreement, our board of directors appointed Messrs. Jacobs and Shear as Class III directors. Mr. Jacob's appointment shall last as long as he continues to serve as our chief executive officer or the chief executive officer of any of our subsidiaries. Mr. Shear's appointment will terminate after the expiration of the three-year term following his initial term.

"*Stockholder Shares*" is defined as (i) any shares of our common stock or other of our or our subsidiaries' equity securities from time to time purchased or otherwise acquired or held by any party to the stockholders agreement, (ii) any of our common stock or other of our or our subsidiaries' equity securities from time to time issued or issuable directly or indirectly upon the conversion, exercise or exchange of any securities purchased or otherwise acquired by any party to the stockholders agreement (excluding options to purchase our common stock granted by us unless and until such options are exercised), and (iii) any other capital stock or other of our or our subsidiaries' other equity securities from time to time issued or issuable directly or indirectly with respect to the securities referred to in clauses (i) or (ii) above by way of a stock dividend or stock split or in connection with a combination of shares, recapitalization, merger, consolidation or other reorganization.

Voting Agreement. Under the stockholders' agreement, in the event the approval of our stockholders is required in connection with any election or removal of directors, merger, consolidation, business combination, recapitalization, conversion, sale, lease or exchange of all or substantially all of our property or assets, authorization or issuance of capital stock or other securities (including the adoption of any equity incentive plan), executive compensation, stockholder proposal, amendment to or restatement of our certificate of incorporation or bylaws or pursuant to any contractual agreement to which a Management Investor is a party or is bound, each Management Investor will vote all of his or her Stockholder Shares and any other voting securities over which such Management Investor has voting control, and will take all other necessary or desirable actions within his, her or its control so that all such Stockholder Shares and other of our voting securities are voted as directed by the WCP Investors holding a majority of our outstanding shares of common stock held by all WCP Investors as of such date (the "Majority WCP Investors"). In furtherance of the foregoing, each Management Investor has appointed Waud Capital Partners II, L.P. as such Management Investor's true and lawful proxy and attorney-in fact, with full power and authority to vote such Management Investor's Stockholder Shares and any other of our voting securities over which such Management Investor has voting control for the election and/or removal of directors (in accordance with the provisions described above in "—Management Rights") and all such matters as described in this "—Voting Agreement" section. The stockholders agreement provides that the voting agreements and proxy described in this paragraph will terminate from and after such time as the WCP Investors cease to hold 17.5% of Acadia's outstanding voting securities.

Transfer Restrictions. The stockholders agreement provides that no Management Investor may transfer any interest in any Stockholder Shares, except as described in the following sentence, without first obtaining the consent of the Majority WCP Investors; provided, that the Management Investors may transfer Stockholder Shares to their "Permitted Transferees" (as defined in the stockholders agreement) as long as the transferring Management Investor retains voting control over the transferred Stockholder Shares. The aforementioned restrictions on transfer do not apply to the following Stockholder Shares: (i) Stockholder Shares received as consideration in the Merger; (ii) Stockholder Shares purchased or otherwise acquired by any Management Investor after the effective time of the Merger (excluding, for the avoidance of doubt, Stockholder Shares received in the dissolution of Acadia Holdings); and (iii) a percentage of Stockholder Shares held by each Management Investor and designated as "Unrestricted Shares" in accordance with the terms of the stockholders agreement. The stockholders agreement defines "*Unrestricted Shares*", with respect to any Management Investor, as the number of such Management Investor's Subject Shares determined by multiplying (x) the total number of Subject Shares held by such Management Investor as of November 1, 2011 (as appropriately adjusted for stock splits, stock dividends, stock combinations, recapitalizations and the like), by (y) the result of 100% minus the WCP Liquidity Percentage; provided, that (i) from and November 1, 2014, no fewer than 33% of the Subject Shares held by such Management Investor as of November 1, 2011 shall be Unrestricted Shares, (ii) from and after November 1, 2015, no fewer than 67% of the Subject Shares held by such Management Investor as of November 1, 2011 shall be Unrestricted Shares, and (iii) from and after November 1, 2016, 100% of such

Management Investor's Subject Shares shall be Unrestricted Shares. The stockholders agreement also defines "*Subject Shares*", with respect to any Management Investor", as all Stockholder Shares purchased or otherwise acquired or held by such Management Investor other than (A) any Stockholder Shares received by such Management Investor as consideration in the Merger, and (B) any Stockholder Shares purchased or otherwise acquired by such Management Investor after the effective time of the Merger (which, for purposes of clarity, shall not include any Stockholder Shares received by such Management Investor in connection with the dissolution of Acadia Holdings or otherwise in connection with the liquidation and dissolution of Acadia Holdings) and "*WCP Liquidity Percentage*" as the percentage obtained by dividing (i) the total number of Stockholder Shares constituting WCP Equity as of the date of determination, by (ii) the total number of Stockholder Shares constituting WCP Equity as of November 1, 2011 (as appropriately adjusted for stock splits, stock dividends, stock combinations, recapitalizations and the like). The stockholders agreement defines "*WCP Equity*" as (i) the common stock held by the WCP Investors on November 1, 2011 and any other Stockholder Shares from time to time issued to or otherwise acquired by the WCP Investors (other than pursuant to purchases made on the open market and not in connection with any private placement by us), and (ii) any securities issued with respect to the securities referred to in clause (i) by way of a stock split, stock dividend, or other division of securities, or in connection with a combination of securities, recapitalization, merger, consolidation, or other reorganization. As to any particular securities constituting WCP Equity, such securities shall cease to be WCP Equity when they have been (A) effectively registered under the Securities Act and disposed of for cash in accordance with the registration statement covering them, (B) purchased or otherwise acquired for cash by any person other than a WCP Investor, or (C) redeemed or repurchased for cash by us or any of our subsidiaries or any designee thereof. The Stockholder Shares not described in clauses (i), (ii) and (iii) of the prior sentence are referred to in the stockholders agreement as "*Restricted Shares*."

Lock-Ups. The stockholders agreement provides that no Management Investor or other holder of Restricted Shares will take any of the following actions from the date we give notice to the Management Investors that a preliminary or final prospectus has been circulated for a public offering and during the 90 days following the date of the final prospectus for such public offering: (i) offer, sell, contract to sell, pledge or otherwise dispose of, directly or indirectly, any of our or our subsidiaries' equity securities or any securities convertible into or exchangeable or exercisable for such securities; (ii) enter into any transaction which would have the same effect as described in clause (i); (iii) enter into any swap, hedge or other arrangement that transfers, in whole or part, any of the economic consequences or ownership of any of the securities described in clause (i); or (iv) publicly disclose the intention to enter into any transaction described in clauses (i), (ii) or (iii). The foregoing restrictions do not apply to transactions made in the subject public offering and those to which the underwriters managing such public offering agree in writing. As used in this "Certain Relationships and Related Party Transactions—Stockholders Agreement" section, "public offering" refers to any offering by us of our or our subsidiaries' capital stock or other equity securities to the public pursuant to an effective registration statement under the Securities Act or any comparable statement under any similar federal statute then in force.

Certain Covenants. Under the stockholders agreement, we are obligated, for so long as the WCP Investors continue to hold 17.5% of our outstanding voting securities, to deliver to the WCP Investors certain audited and unaudited financial statements, annual budgets and operating plans and other information and financial data concerning us and our subsidiaries as reasonably requested by the WCP Investors. We will also be obligated during such period to permit any representative designated by any WCP Investor, upon reasonable notice and execution of a customary confidentiality agreement, to visit and inspect any of our properties, to examine our and our subsidiaries' corporate, financial and other records and to consult with our and our subsidiaries directors, officers, managers, key employees and independent accountants.

For so long as the WCP Investors continue to hold 17.5% of our outstanding voting securities, we are not permitted to take (or with respect to certain actions be permitted to cause our subsidiaries to take) any of the following actions, subject to certain limited exceptions, without the prior written consent of the Majority WCP Investors: (i) pay dividends, redeem stock or make other distributions; (ii) authorize, issue or enter into any agreement providing for the issuance of any debt or equity securities; (iii) make loans, advances, guarantees or

"Investments" (as defined in the stockholders agreement); (iv) engage in mergers or consolidations; (v) make or fail to make certain capital expenditures; (vi) sell, lease, license or dispose of any assets; (vii) liquidate, dissolve or wind up or effect a recapitalization, reclassification or reorganization; (viii) acquire any interest in any company or business; (ix) materially change our business activities; (x) enter into, amend, modify or supplement or waive any provisions of any agreement, transaction, commitment or arrangement with any affiliate; (xi) incur additional indebtedness exceeding $10.0 million in aggregate principal amount outstanding at any time on a consolidated basis; or (xii) make an assignment for the benefit of creditors or admit in writing its inability to pay our debts generally as they become due. Furthermore, so long as the WCP Investors continue to hold 17.5% of our outstanding voting securities we will (and will cause each of our subsidiaries to) take the following actions (subject to certain limited exceptions), unless we has received the prior written consent of the Majority WCP Investors: (A) maintain and keep our tangible assets in good repair, working order and condition; (B) maintain all material intellectual property rights necessary to the conduct of its business and maintain agreements providing for the confidentiality and protection of our intellectual property rights; (C) comply in all material respects with all applicable laws, rules and regulations of all governmental entities; (D) cause to be done all things reasonably necessary to maintain, preserve and renew all licenses, permits and other approvals necessary for the conduct of our business and the consummation of the transactions contemplated by the Merger Agreement; (E) pay and discharge when payable all material taxes, assessments and governmental charges imposed upon our properties or the income or profits therefrom; (F) use commercially reasonable efforts to continue in force adequate insurance; (G) maintain proper books of record and account which present fairly in all material respects our financial conditions and results of operations and make provisions on our financial statements for all proper reserves, each in accordance with GAAP.

Company Name. In accordance with the stockholders agreement, we filed "dba"s in New Castle County, Kent County and Sussex County in Delaware after consummation of the Merger. For a period of two years following the effective time of the Merger, we will file a "dba" in such other jurisdictions as we deem necessary to enable us to conduct business as "Pioneer Behavioral Health" and will conduct business under such name.

Employment Agreements

See "Executive Compensation—Compensation Discussion and Analysis—Employment Agreements" for a discussion of our employment arrangements with certain of our executive officers.

Procedure for Approval of Transactions with Related Parties

Acadia has established policies and other procedures regarding approval of transactions between Acadia and any employee, officer, director, and certain of their family members and other related persons, including those required to be reported under Item 404 of Regulation S-K. These policies and procedures are generally not in writing, but are evidenced by principles set forth in our Code of Conduct or adhered to by our board of directors. As set forth in the Audit Committee charter, the Audit Committee reviews and approves all related-party transactions after reviewing such transaction for potential conflicts of interests and improprieties. Accordingly, all such related-party transactions are submitted to the Audit Committee for ongoing review and oversight. Generally speaking, we enter into related-party transactions only on terms that we believe are at least as favorable to our company as those that we could obtain from an unrelated third party.

DESCRIPTION OF OTHER INDEBTEDNESS

Senior Secured Credit Facility

To finance our acquisition of YFCS and refinance its then existing $10.0 million secured promissory note, we entered into the Senior Secured Credit Facility on April 1, 2011. The Senior Secured Credit Facility, administered by Bank of America, N.A., includes $135.0 million of term loans and a revolving credit facility of $30.0 million. Of the $30.0 million available under the revolving portion of the Senior Secured Credit Facility, $10.0 million was borrowed on April 1, 2011 and $20.0 million was available for further borrowings. The term loans require quarterly principal payments of $1.7 million for June 30, 2011 to March 31, 2013, $3.4 million for June 30, 2013 to March 31, 2014, $4.2 million for June 30, 2014 to March 31, 2015, and $5.1 million for June 30, 2015 to December 31, 2015, with the remaining principal balance due on the maturity date of April 1, 2016. As of September 30, 2011, we had $23.1 million of availability under our revolving line of credit. On September 30, 2011 we issued a $0.4 million letter of credit under the Senior Secured Credit Facility, which reduces availability under the revolving credit facility.

In connection with the Merger, we entered into the Second Amendment to the Senior Secured Credit Facility, dated July 12, 2011. The Second Amendment permits us to incur indebtedness pursuant to the notes and/or a bridge facility so long as certain conditions regarding such indebtedness are satisfied. See “Acadia Management’s Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources.”

The Second Amendment provides for a change in the interest rate applicable to borrowings under the Senior Secured Credit Facility based upon our consolidated leverage ratio (defined as consolidated funded indebtedness to consolidated EBITDA, in each case as defined in the Senior Secured Credit Facility). Interest rates and the commitment fee on unused commitments will be based upon the following grid:

PRICING TIERS	CONSOLIDATED LEVERAGE RATIO	EURODOLLAR RATE LOANS	BASE RATE LOANS	COMMITMENT FEE
1	<2.75:1.0	3.50%	2.50%	0.45%
2	2.75:1.0 but <3.25:1.0	3.75%	2.75%	0.50%
3	3.25:1.0 but <3.75:1.0	4.00%	3.00%	0.50%
4	3.75:1.0 but <5.00:1.0	4.25%	3.25%	0.55%
5	5.00:1.0	4.50%	3.50%	0.55%

In accordance with the Second Amendment, the applicable rate for Eurodollar rate loans and base rate loans will be 4.50% and 3.50%, respectively, from November 1, 2011 through the date of delivery of a compliance certificate for the first fiscal quarter ending after November 1, 2011.

On December 15, 2011, we entered into a third amendment to our Senior Secured Credit Facility (the “Third Amendment”). The Third Amendment allows any single affiliate of ours to hold up to 5% of the notes and all of our affiliates to hold up to 15% of the notes at any time. In addition, the Third Amendment provides for the following, with the effectiveness of each of the below provisions conditioned on our receipt of $59.3 million of net cash proceeds from a public offering by us of our common stock.

- We will be permitted to use up to $59.3 million of the net cash proceeds from our equity offering to prepay a portion of the notes within 120 days of our receipt of such net cash proceeds.
- The Third Amendment also provides that if at least 80% of the aggregate cash and non-cash consideration for any Permitted Acquisition (as defined in the agreement governing the Senior

Secured Credit Facility) is financed with the net cash proceeds from an equity issuance, then any indebtedness incurred or assumed in connection with such Permitted Acquisition will not be included in the $25 million annual debt incurrence cap with respect to Permitted Acquisitions.

- The consolidated leverage ratio will be amended such that it may not be greater than the amount set forth below as of the date opposite such ratio:

Fiscal Quarter Ending	Maximum Consolidated Leverage Ratio
June 30, 2011	4.25:1.0
September 30, 2011	6.25:1.0
December 31, 2011	6.00:1.0
March 31, 2012	5.75:1.0
June 30, 2012	5.75:1.0
September 30, 2012	5.75:1.0
December 31, 2012	5.25:1.0
March 31, 2013	5.25:1.0
June 30, 2013	5.25:1.0
September 30, 2013	5.25:1.0
December 31, 2013	4.75:1.0
March 31, 2014	4.75:1.0
June 30, 2014	4.75:1.0
September 30, 2014	4.75:1.0
December 31, 2014 and each fiscal quarter ending thereafter	4.00:1.0

The Senior Secured Credit Facility requires us and our subsidiaries to comply with customary affirmative, negative and financial covenants. Set forth below is a brief description of such covenants, all of which are subject to customary exceptions, materiality thresholds and qualifications:

- the affirmative covenants include the following: (i) delivery of financial statements and other customary financial information; (ii) notices of events of default and other material events; (iii) maintenance of existence, ability to conduct business, properties, insurance and books and records; (iv) payment of taxes; (v) lender inspection rights; (vi) compliance with laws; (vii) use of proceeds; (viii) interest rate hedging; (ix) further assurances; and (x) additional collateral and guarantor requirements.
- the negative covenants include, but are not limited to, limitations on the following: (i) liens; (ii) debt (including guaranties); (iii) investments; (iv) fundamental changes (including mergers, consolidations and liquidations); (v) dispositions; (vi) sale leasebacks; (vii) affiliate transactions and the payment of management fees; (viii) burdensome agreements; (ix) restricted payments; (x) use of proceeds; (xi) ownership of subsidiaries; (xii) changes to line of business; (xiii) changes to organizational documents, legal name, form of entity and fiscal year; (xiv) capital expenditures (not to exceed 4.0% of total revenues of the Company and our subsidiaries and including a 100% carry-forward of unused amounts to the immediately succeeding fiscal year); (xv) prepayment or redemption of certain senior secured indebtedness; and (xvi) amendments to certain material agreements. We are generally not permitted to issue dividends or distributions other than with respect to the following: (w) certain tax distributions; (x) the repurchase of equity held by employees, officers or directors upon the occurrence of death, disability or termination subject to cap of $500,000 in any fiscal year and compliance with certain other conditions; (y) in the form of capital stock;

and (z) scheduled payments of deferred purchase price, working capital adjustments and similar payments pursuant to the Merger Agreement or any permitted acquisition.

- The financial covenants include maintenance of the following: (i) a maximum consolidated leverage ratio to be set forth in the Third Amendment; (ii) a minimum fixed charge coverage ratio of not less than 1.20:1.0 beginning with the quarter ended September 30, 2011; and (iii) a maximum consolidated senior secured leverage ratio of not greater than 3.50:1.0 for the quarter ending September 30, 2011, 3.00:1.0 for the quarter ending December 31, 2011 through September 30, 2012 and 2.50:1.0 for each quarter beginning December 31, 2012 and thereafter.

DESCRIPTION OF THE EXCHANGE NOTES

Acadia Healthcare Company, Inc. (the "*Company*") issued the Outstanding Notes under an indenture among the Company, U.S. Bank National Association, as trustee, and the Guarantors. The Exchange Notes are to be issued under the same indenture pursuant to which the Outstanding Notes were issued. The terms of the Exchange Notes include those stated in the indenture and those made part of the indenture by reference to the Trust Indenture Act of 1939, as amended (the "*TIA*").

The Outstanding Notes were originally issued in an aggregate principal amount of $150,000,000 in a private transaction not subject to the registration requirements of the Securities Act of 1933, as amended (the "Securities Act"). The form and terms of the Exchange Notes are the same as the form and terms of the Outstanding Notes except that the Exchange Notes will be registered under the Securities Act. As a result, the Exchange Notes will not bear legends restricting their transfer and will not contain the registration rights and Additional Interest provisions of the Outstanding Notes. The Exchange Notes will evidence the same debt as the Outstanding Notes.

The following description is a summary of the material provisions of the indenture. It does not restate such agreement in its entirety. We urge you to read the indenture because it, and not this description, define your rights as holders of the Exchange Notes. Copies of the indenture are available as set forth below under the caption "—Additional Information." Certain defined terms used in this description but not defined below under the caption "—Certain Definitions" have the meanings assigned to them in the indenture. References in this "Description of the Exchange Notes" to the "notes" include the Outstanding Notes and the Exchange Notes.

The registered holder of an Exchange Note will be treated as the owner of it for all purposes. Only registered holders will have rights under the indenture.

Brief Description of the Notes and the Note Guarantees

The Notes

The notes:

- were issued by the Company;
- are general unsecured obligations of the Company;
- are senior in right of payment to any existing and future subordinated Indebtedness of the Company;
- are *pari passu* in right of payment with all existing and future senior Indebtedness of the Company;
- will be structurally subordinated to all existing and future Indebtedness, claims of holders of Preferred Stock and other liabilities of any future Subsidiaries of the Company that does not guarantee the notes;
- are effectively subordinated to all existing and future Secured Indebtedness (including any borrowings under the Credit Agreement) and other secured obligations of the Company to the extent of the value of the collateral securing such Secured Indebtedness or other secured obligations, as the case may be; and
- are unconditionally guaranteed by the Guarantors.

The Note Guarantees

The notes are guaranteed by all of the Company's wholly-owned Domestic Subsidiaries (other than any Insurance Subsidiary or any HUD Financing Subsidiary) that guarantee the Credit Facilities.

Each Note Guarantee of a Guarantor:

- is senior in right of payment to any existing and future subordinated Indebtedness of that Guarantor;
- is a general unsecured obligation of that Guarantor;
- is *pari passu* in right of payment with all existing and future senior Indebtedness of that Guarantor, including its guarantee of Indebtedness under the Credit Agreement; and
- is effectively subordinated to all existing and future Secured Indebtedness of that Guarantor (including that Guarantor's respective guarantee under the Credit Facilities) and other secured obligations to the extent of the value of the collateral securing such Secured Indebtedness or other secured obligations, as the case may be.

As of the Issue Date, all of the Company's Subsidiaries were "Restricted Subsidiaries." *However*, under the circumstances described below under the caption "—Certain Covenants—Designation of Restricted and Unrestricted Subsidiaries," the Company is permitted to designate certain of its Subsidiaries as "Unrestricted Subsidiaries." The Unrestricted Subsidiaries, if any, will not be subject to many of the restrictive covenants in the indenture and will not guarantee the notes.

Principal, Maturity and Interest

The Company issued $150.0 million in aggregate principal amount of Outstanding Notes on November 1, 2011. The Company may issue additional notes under the indenture from time to time. Any issuance of additional notes is subject to all of the covenants in the indenture, including the covenant described below under the caption "—Certain Covenants—Incurrence of Indebtedness and Issuance of Preferred Stock." Any Outstanding Notes that remain outstanding after the completion of the Exchange Offer, together with the Exchange Notes and any additional notes subsequently issued under the indenture will be treated as a single class for all purposes under the indenture, including, without limitation, waivers, amendments, redemptions and offers to purchase. The Company issued notes in denominations of $2,000 and integral multiples of $1,000 in excess of $2,000. The notes will mature on November 1, 2018.

Interest on the notes accrues at the rate of 12.875% *per annum* and is payable semi-annually in arrears on November 1 and May 1, commencing on May 1, 2012 (each an "interest payment date"). Interest on overdue principal and interest and Additional Interest, if any, will accrue at a rate that is 1.0% higher than the then applicable interest rate on the notes. The Company will make each interest payment due on an interest payment date to the holders of record as of the close of business on the immediately preceding October 15 and April 15 (whether or not a business day).

Interest on the notes accrues from the date of original issuance or, if interest has already been paid or duly provided for, from the date it was most recently paid or duly provided for. Interest will be computed on the basis of a 360-day year comprised of twelve 30-day months.

Methods of Receiving Payments on the Notes

All payments on the notes are made at the office or agency of the paying agent within the City and State of New York unless the Company elects to make interest payments due on an interest payment date by check mailed to the persons entitled thereto at their address set forth in the register of holders, *provided*, that if a holder

of notes has given wire transfer instructions to the paying agent at least 5 business days prior to an interest payment date, the Company will pay all interest and Additional Interest, if any, on, that holder's notes due on an interest payment date in accordance with those instructions, and *provided further*, that all payments on the notes represented by one or more global notes registered in the name of or held by DTC or its nominee will be made by wire transfer of immediately available funds to the accounts specified by the holder or holders thereof.

Paying Agent and Registrar for the Notes

The trustee will initially act as paying agent and registrar. The Company may change the paying agent or registrar without prior notice to the holders of the notes, and the Company or any of its Subsidiaries may act as paying agent or registrar.

Transfer and Exchange

A holder may transfer or exchange notes in accordance with the provisions of the indenture. The registrar and the trustee may require a holder, among other things, to furnish appropriate endorsements and transfer documents in connection with a transfer of notes. Holders will be required to pay all taxes due on transfer. The Company will not be required to transfer or exchange any note selected for redemption, except the unredeemed portion of any note being redeemed in part. Also, the Company will not be required to transfer or exchange any note for a period of 15 days before a selection of notes to be redeemed.

Note Guarantees

The notes are guaranteed by each of the Company's current wholly-owned Domestic Subsidiaries and will be guaranteed by future wholly-owned Domestic Subsidiaries (other than any Insurance Subsidiary or any HUD Financing Subsidiary) that guarantees the Credit Facilities. These Note Guarantees are joint and several obligations of the Guarantors. The obligations of each Guarantor under its Note Guarantee is limited as necessary to prevent that Note Guarantee from constituting a fraudulent conveyance under applicable law. See "Risk Factors—Risks Relating to the Notes—Under certain circumstances a court could cancel the notes or the related guarantees under fraudulent conveyance laws."

A Guarantor may not sell or otherwise dispose of all or substantially all of its assets to, or consolidate with or merge with or into (whether or not such Guarantor is the surviving Person) another Person, other than the Company or another Guarantor, unless:

(1) immediately after giving effect to such transaction, no Default or Event of Default exists; and

(2) either:

(a) the Person acquiring the property in any such sale or disposition or the Person formed by or surviving any such consolidation or merger unconditionally assumes all the obligations of that Guarantor under its Note Guarantee and the indenture pursuant to a supplemental indenture; or

(b) the Net Proceeds of such sale or other disposition are applied, if required, in accordance with the applicable provisions of the indenture.

Notwithstanding the preceding sentence, any Guarantor may transfer real property that is the subject of a HUD Financing to a HUD Financing Subsidiary in connection with a HUD Financing permitted to be incurred pursuant to the covenant under the caption "—Certain Covenants—Incurrence of Indebtedness and Issuance of Preferred Stock."

The Note Guarantee of a Guarantor will be released:

(1) in connection with any sale or other disposition of all or substantially all of the assets of that Guarantor, by way of merger, consolidation or otherwise, to a Person that is not (either before or after giving effect to such transaction) the Company or a Restricted Subsidiary of the Company, if the sale or other disposition does not violate the "Asset Sales" provisions of the indenture;

(2) in connection with any sale or other disposition of Capital Stock of that Guarantor to a Person that is not (either before or after giving effect to such transaction) the Company or a Restricted Subsidiary of the Company, if the sale or other disposition does not violate the "Asset Sales" provisions of the indenture and the Guarantor ceases to be a Restricted Subsidiary of the Company as a result of the sale or other disposition;

(3) if the Company designates any Restricted Subsidiary that is a Guarantor to be an Unrestricted Subsidiary in accordance with the applicable provisions of the indenture;

(4) upon the release or discharge of the guarantee of such Guarantor under the Credit Facilities, except a discharge or release of the guarantee by or as a result of payment under such guarantee (it being understood that if any such Guarantor is so reinstated under the Credit Facilities, such Guarantor's guarantee shall also be reinstated); or

(5) upon legal defeasance, covenant defeasance or satisfaction and discharge of the indenture as provided below under the captions "—Legal Defeasance and Covenant Defeasance" and "—Satisfaction and Discharge."

See "—Repurchase at the Option of Holders—Asset Sales."

Optional Redemption

At any time prior to November 1, 2014, the Company may on any one or more occasions redeem up to 35% of the aggregate principal amount of notes issued under the indenture, upon not less than 30 nor more than 60 days' notice, at a redemption price equal to 112.875% of the principal amount of the notes redeemed, plus accrued and unpaid interest and Additional Interest, if any, to the date of redemption (subject to the rights of holders of notes on a relevant record date to receive interest on an interest payment date occurring on or prior to the redemption date), with the net cash proceeds of an Equity Offering by the Company or a contribution to the Company's common equity capital made with the net cash proceeds of a concurrent Equity Offering by any direct or indirect parent company of the Company; *provided* that:

(1) at least 65% of the aggregate principal amount of notes originally issued under the indenture (excluding notes held by the Company, any direct or indirect parent of the Company and its Affiliates) remain outstanding immediately after the occurrence of such redemption; and

(2) the redemption occurs within 90 days of the date of the closing of such Equity Offering.

At any time prior to November 1, 2015, the Company may on any one or more occasions redeem all or a part of the notes, upon not less than 30 nor more than 60 days' notice, at a redemption price equal to 100% of the principal amount of the notes redeemed, plus the Applicable Premium as of, and accrued and unpaid interest and Additional Interest, if any, to the date of redemption, subject to the rights of holders of notes on a relevant record date to receive interest due on an interest payment date occurring on or prior to the redemption date.

Except pursuant to the preceding paragraphs, the notes will not be redeemable at the Company's option prior to November 1, 2015.

On or after November 1, 2015, the Company may on any one or more occasions redeem all or a part of the notes, upon not less than 30 nor more than 60 days' notice, at the redemption prices (expressed as percentages of principal amount) set forth below, plus accrued and unpaid interest and Additional Interest, if any, on the notes redeemed, to the applicable date of redemption, if redeemed during the 12-month period beginning on November 1 of the years indicated below, subject to the rights of holders of notes on a relevant record date to receive interest on an interest payment date occurring on or prior to the redemption date:

YEAR	PERCENTAGE
2015	106.438%
2016	103.219%
2017 and thereafter	100.000%

In connection with any redemption of notes (including with the net cash proceeds of an Equity Offering), any such redemption may, at the Company's discretion, be subject to one or more conditions precedent.

Unless the Company defaults in the payment of the redemption price, interest will cease to accrue on the notes or portions thereof called for redemption on the applicable redemption date.

Mandatory Redemption

The Company is not required to make mandatory redemption or sinking fund payments with respect to the notes.

Selection and Notice

If less than all of the notes are to be redeemed at any time, the trustee will select notes for redemption on a *pro rata* basis, by lot or by such method as it shall deem fair and appropriate in accordance with DTC procedures.

No notes of $2,000 or less can be redeemed in part. Notices of redemption will be mailed by first class mail at least 30 but not more than 60 days before the redemption date to each holder of notes to be redeemed at its registered address, except that redemption notices may be mailed more than 60 days prior to a redemption date if the notice is issued in connection with a defeasance of the notes or a satisfaction and discharge of the indenture. Except as provided above under the caption "— Optional Redemption," notices of redemption may not be conditional.

If any note is to be redeemed in part only, the notice of redemption that relates to that note will state the portion of the principal amount of that note that is to be redeemed. A new note in principal amount equal to the unredeemed portion of the original note will be issued in the name of the holder of notes upon cancellation of the original note.

Notes called for redemption become due on the date fixed for redemption. On and after the redemption date, interest ceases to accrue on notes or portions of notes called for redemption.

Repurchase at the Option of Holders

Change of Control

If a Change of Control occurs, each holder of notes will have the right to require the Company to repurchase all or any part (equal to $1,000 or an integral multiple of $1,000 in excess thereof) of that holder's

notes pursuant to a Change of Control Offer on the terms set forth in the indenture (*provided*, that any unpurchased portion of a note must be in a minimum denomination of $2,000). In the Change of Control Offer, the Company will offer a Change of Control Payment in cash equal to 101% of the aggregate principal amount of notes repurchased, plus accrued and unpaid interest and Additional Interest, if any, on the notes repurchased to but excluding the date of purchase (the "*Change of Control Payment Date*"), subject to the rights of holders of notes on a relevant record date to receive interest due on an interest payment date occurring on or prior to the Change of Control Payment Date (it being understood that to the extent any cash proceeds of a Change of Control are required to prepay the obligations under the Credit Agreement pursuant to the terms thereof, the Company will be required to first apply such cash proceeds to prepay such obligations under the Credit Agreement but the Company will still be required to make a Change of Control Offer as set forth in the indenture). Within 30 days following any Change of Control, except to the extent the Company has delivered notice to the trustee of its intention to redeem notes as described above under the caption "—Optional Redemption," the Company will mail a notice to each holder describing the transaction or transactions that constitute the Change of Control and offering to repurchase notes on the Change of Control Payment Date specified in the notice, which date will be no earlier than 30 days and no later than 60 days from the date such notice is mailed, pursuant to the procedures required by the indenture and described in such notice. The Company will comply with the requirements of Rule 14e-l under the Exchange Act and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with the repurchase of the notes as a result of a Change of Control. To the extent that the provisions of any securities laws or regulations conflict with the Change of Control provisions of the indenture, the Company will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under the Change of Control provisions of the indenture by virtue of such compliance.

On the Change of Control Payment Date, the Company will, to the extent lawful:

(1) accept for payment all notes or portions of notes properly tendered pursuant to the Change of Control Offer;

(2) deposit with the paying agent an amount equal to the Change of Control Payment in respect of all notes or portions of notes properly tendered; and

(3) deliver or cause to be delivered to the trustee the notes properly accepted together with an officers' certificate stating the aggregate principal amount of notes or portions of notes being purchased by the Company.

The paying agent will promptly mail to each holder of notes properly tendered the Change of Control Payment for such notes, and the trustee will promptly authenticate and mail (or cause to be transferred by book entry) to each holder a new note equal in principal amount to any unpurchased portion of the notes surrendered, if any. The Company will publicly announce the results of the Change of Control Offer on or as soon as practicable after the Change of Control Payment Date.

The provisions described above that require the Company to make a Change of Control Offer following a Change of Control will be applicable whether or not any other provisions of the indenture are applicable. Except as described above with respect to a Change of Control, the indenture does not contain provisions that permit the holders of the notes to require that the Company repurchase or redeem the notes in the event of a takeover, recapitalization or similar transaction.

The Company will not be required to make a Change of Control Offer upon a Change of Control if (1) a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in the indenture applicable to a Change of Control Offer made by the Company and purchases all notes properly tendered and not withdrawn under the Change of Control Offer, or (2) notice of redemption has been given to the trustee pursuant to the indenture as described above under the caption

"—Optional Redemption," unless and until there is a default in payment of the applicable redemption price. Notwithstanding anything to the contrary contained herein, a Change of Control Offer may be made in advance of a Change of Control, or conditioned upon the consummation of such Change of Control, if a definitive agreement is in place for the Change of Control at the time the Change of Control Offer is made.

The definition of Change of Control includes a phrase relating to the direct or indirect sale, lease, transfer, conveyance or other disposition of "all or substantially all" of the properties or assets of the Company and its Subsidiaries taken as a whole. Although there is a limited body of case law interpreting the phrase "substantially all," there is no precise established definition of the phrase under applicable law. Accordingly, the ability of a holder of notes to require the Company to repurchase its notes as a result of a sale, lease, transfer, conveyance or other disposition of less than all of the assets of the Company and its Subsidiaries taken as a whole to another Person or group may be uncertain.

Asset Sales

The Company will not, and will not permit any of the Company's Restricted Subsidiaries to, consummate an Asset Sale unless:

(1) The Company (or the Restricted Subsidiary, as the case may be) receives consideration (including by way of relief from, or by any other Person assuming responsibility for, any liabilities, contingent or otherwise) at the time of the Asset Sale at least equal to the Fair Market Value (measured as of the date of the definitive agreement with respect to such Asset Sale) of the assets or Equity Interests issued or sold or otherwise disposed of; and

(2) Except in the case of a Permitted Asset Swap, at least 75% of the consideration received in the Asset Sale by the Company or such Restricted Subsidiary is in the form of cash or Cash Equivalents. For purposes of this provision, each of the following will be deemed to be cash:

(a) any liabilities, as shown on Parent's most recent consolidated balance sheet or notes thereto, of the Company or any Restricted Subsidiary of the Company (other than liabilities that are by their terms subordinated to the notes or any Note Guarantee) that are assumed by the transferee of any such assets pursuant to a customary novation or indemnity agreement that releases the Company or such Restricted Subsidiary from or indemnifies against further liability;

(b) any securities, notes or other obligations received by the Company or any such Restricted Subsidiary of the Company from such transferee that are, within 180 days, converted by the Company or such Restricted Subsidiary into cash, to the extent of the cash received in that conversion;

(c) any Designated Non-cash Consideration received by the Company or any of its Restricted Subsidiaries in such Asset Sale having an aggregate Fair Market Value, taken together with all other Designated Non-cash Consideration received pursuant to this clause (c) that is at that time outstanding, not to exceed the greater of (x) $5.0 million and (y) 1.5% of Total Assets at the time of the receipt of such Designated Non-cash Consideration (with the Fair Market Value of each item of Designated Non-cash Consideration being measured at the time received and without giving effect to subsequent changes in value);

(d) consideration consisting of Indebtedness of the Company or any Restricted Subsidiary of the Company that is not subordinated Indebtedness; and

(e) Indebtedness of any Restricted Subsidiary that is no longer a Restricted Subsidiary as a result of such Asset Sale, to the extent that the Company and each other Restricted Subsidiary are released from any payment obligations with respect to such Indebtedness or any Guarantee of payment of such Indebtedness in connection with such Asset Sale.

Within 365 days after the receipt of any Net Proceeds from an Asset Sale, the Company (or the applicable Restricted Subsidiary, as the case may be) may apply such Net Proceeds:

(1) to reduce Indebtedness and other Obligations under or pursuant to a Credit Facility or any Secured Indebtedness (unless the notes are then secured by a priority or *pari passu* lien) of the Company or any Restricted Subsidiary and, if the Indebtedness repaid is revolving credit Indebtedness, to correspondingly reduce commitments with respect thereto;

(2) to reduce Indebtedness and other Obligations of a Restricted Subsidiary that is not a Guarantor (other than Indebtedness owed to the Company or a Restricted Subsidiary of the Company);

(3) to repay (i) Indebtedness or other Obligations of the Company that rank *pari passu* with the notes or (ii) Indebtedness and other Obligations of a Guarantor that rank *pari passu* with such Guarantor's Note Guarantee (other than Indebtedness owed to the Company or a Restricted Subsidiary of the Company); *provided* that the Company shall equally and ratably redeem or repurchase the notes as described above under the caption "—Optional Redemption," or by making an offer (in accordance with the procedures set forth below for an Asset Sale Offer) to all holders to purchase the notes at 100% of the principal amount thereof, plus accrued and unpaid interest, if any, to but not including the date of repayment;

(4) to acquire all or substantially all of the assets of, or any Capital Stock of, another Permitted Business, if, after giving effect to any such acquisition of Capital Stock, the Permitted Business is or becomes a Restricted Subsidiary of the Company;

(5) to make a capital expenditure;

(6) to acquire other assets that are not classified as current assets under GAAP and that are used or useful in a Permitted Business; or

(7) any combination of the foregoing.

The Company will be deemed to have complied with the provisions set forth in clause (4), (5) and (6) of the preceding paragraph if, within 365 days after the Asset Sale that generated the Net Proceeds, the Company (or the applicable Restricted Subsidiary) has entered into and not abandoned or rejected a binding agreement to acquire all or substantially all of the assets of, or any Capital Stock of, another Permitted Business or to make a capital expenditure or acquire other assets that are not classified as current assets under GAAP and that are used or useful in a Permitted Business and that acquisition or capital expenditure is thereafter completed within 180 days after the end of such 365-day period.

Pending the final application of any Net Proceeds, the Company (or the applicable Restricted Subsidiary) may temporarily reduce revolving credit borrowings or otherwise invest the Net Proceeds in any manner that is not prohibited by the indenture.

Any Net Proceeds from Asset Sales that are not applied or invested as provided in the second paragraph of this covenant will constitute "*Excess Proceeds*." When the aggregate amount of Excess Proceeds exceeds $15.0 million, within 30 days thereof, the Company will make an offer (an "*Asset Sale Offer*") to all holders of the notes and Indebtedness of the Company that ranks *pari passu* with the notes and containing provisions similar to those set forth in the indenture with respect to offers to purchase, prepay or redeem with the proceeds of sales of assets to purchase, prepay or redeem on a *pro rata* basis the maximum principal amount (or accreted value, if applicable) of notes and such other *pari passu* Indebtedness (plus all accrued interest on the Indebtedness and the amount of all fees and expenses, including premiums, incurred in connection therewith) that may be purchased, prepaid or redeemed out of the Excess Proceeds. The offer price in any Asset Sale Offer will be equal to 100% of the principal amount, plus accrued and unpaid interest and Additional Interest, if any, to but not including the

date of purchase, prepayment or redemption, subject to the rights of holders of notes on a relevant record date to receive interest due on an interest payment date occurring on or prior to the purchase date, and will be payable in cash.

If any Excess Proceeds remain after consummation of an Asset Sale Offer, the Company may use those Excess Proceeds for any purpose not otherwise prohibited by the indenture. If the aggregate principal amount of notes and other *pari passu* Indebtedness tendered in (or required to be prepaid or redeemed in connection with) such Asset Sale Offer exceeds the amount of Excess Proceeds, the Company will select the notes and such other *pari passu* Indebtedness to be purchased on a *pro rata* basis, based on the amounts tendered or required to be prepaid or redeemed and thereafter the trustee will select the notes to be purchased on a *pro rata* basis based on the amount tendered (with, in each case, such adjustments as may be deemed appropriate by the Company or the trustee, as applicable, so that only notes in denominations of $1,000, or an integral multiple of $1,000 in excess thereof, will be purchased, *provided* that any unpurchased portion of a note must be in a minimum denomination of $2,000). Upon completion of each Asset Sale Offer, the amount of Excess Proceeds will be reset at zero.

The Company will comply with the requirements of Rule 14e-l under the Exchange Act and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with each repurchase of notes pursuant to an Asset Sale Offer. To the extent that the provisions of any securities laws or regulations conflict with the Asset Sales provisions of the indenture, the Company will comply with the applicable securities laws and regulations and will not be deemed to have breached their obligations under the Asset Sales provisions of the indenture by virtue of such compliance.

The agreements governing our existing Indebtedness contain, and future agreements may contain, prohibitions of certain events, including events that would constitute a Change of Control or an Asset Sale. The exercise by the holders of notes of their right to require the Company to repurchase the notes upon a Change of Control or an Asset Sale could cause a default under these other agreements, even if the Change of Control or Asset Sale itself does not, due to the financial effect of such repurchases on us. In the event a Change of Control or Asset Sale occurs at a time when the Company is prohibited from purchasing notes, we could seek the consent of lenders under such other Indebtedness to the purchase of notes or could attempt to refinance the borrowings that contain such prohibition. If we do not obtain a consent or repay those borrowings, the Company will remain prohibited from purchasing notes. In that case, the Company's failure to purchase tendered notes would constitute an Event of Default under the indenture, which could, in turn, constitute a default under the other Indebtedness. Finally, the Company's ability to pay cash to the holders of notes upon a repurchase may be limited by the Company's then existing financial resources. See "Risk Factors—Risks Relating to the Notes—We may not be able to satisfy our obligations to holders of notes upon a change of control or sale of assets."

Because the Credit Agreement is secured by substantially all of our properties and assets, and since the definition of "Net Proceeds" excludes all amounts in respect of any Asset Sale that are used to repay any Indebtedness that is secured by property or assets that are the subject of such Asset Sale, it is unlikely that any meaningful amount of Net Proceeds will be generated from any Asset Sale so long as the Credit Agreement remains outstanding.

Certain Covenants

Changes in Covenants when Notes Rated Investment Grade

If on any date following the Issue Date:

(1) the notes are rated Baa3 or better by Moody's and BBB- or better by S&P (or, if either such entity ceases to rate the notes for reasons outside of the control of the Company, the equivalent investment grade credit rating from any other "nationally recognized statistical rating organization" within the meaning of Rule 15c3-l(c)(2)(vi)(F) under the Exchange Act selected by the Company as a replacement agency); and

(2) no Default or Event of Default shall have occurred and be continuing,

then, beginning on that day and continuing at all times thereafter and subject to the provisions of the second succeeding paragraph, the covenants specifically listed under the following captions in this prospectus (collectively, the "*Suspended Covenants*") will be suspended:

(1) "—Repurchase at the Option of Holders—Asset Sales";

(2) "—Certain Covenants—Restricted Payments";

(3) "—Certain Covenants—Incurrence of Indebtedness and Issuance of Preferred Stock";

(4) "—Certain Covenants—Dividend and Other Payment Restrictions Affecting Restricted Subsidiaries";

(5) "—Certain Covenants—Transactions with Affiliates";

(6) "—Certain Covenants—Additional Note Guarantees"; and

(7) clause (4) of the covenant described below under the caption "—Certain Covenants—Merger, Consolidation or Sale of Assets."

During any period that the foregoing covenants have been suspended, the Company's Board of Directors may not designate any of its Subsidiaries as Unrestricted Subsidiaries pursuant to the covenant described below under the caption "—Certain Covenants—Designation of Restricted and Unrestricted Subsidiaries" unless the Company's Board of Directors would have been able, under the terms of the indenture, to designate such Subsidiaries as Unrestricted Subsidiaries if the Suspended Covenants were not suspended. Notwithstanding that the Suspended Covenants may be reinstated, the failure to comply with the Suspended Covenants during the Suspension Period (including any action taken or omitted to be take with respect thereto) will not give rise to a Default or Event of Default under the indenture.

Notwithstanding the foregoing, if the rating assigned by either such rating agency should subsequently decline to below Baa3 or BBB-, respectively, the foregoing covenants will be reinstituted as of and from the date of such rating decline (any such date, a "*Reversion Date*"). The period of time between the suspension of covenants as set forth above and the Reversion Date is referred to as the "*Suspension Period*." All Indebtedness incurred (including Acquired Debt) and Disqualified Stock or preferred stock issued during the Suspension Period will be deemed to have been incurred or issued in reliance on the exception provided by clause (2) of the definition of "Permitted Debt." Calculations under the reinstated "Restricted Payments" covenant will be made as if the "Restricted Payments" covenant had been in effect prior to and during the period that the "Restricted Payments" covenant was suspended as set forth above, *provided* that any Restricted Payment made during the Suspension Period shall in no event reduce the amount of Restricted Payments permitted by the first paragraph of the covenant described under "—Certain Covenants—Restricted Payments" below zero; *provided*, *further*, for the sake of clarity, that no Default or Event of Default will be deemed to have occurred solely by reason of a Restricted Payment made while that covenant was suspended. For purposes of determining compliance with the covenant described above under the caption "—Repurchase at the Option of Holders—Asset Sales," the Excess Proceeds from all Asset Sales not applied in accordance with such covenant will be deemed to be reset to zero after the Reversion Date. In addition, during a Suspension Period, any future obligation to grant further Note Guarantees shall be released. All such further obligation to grant Note Guarantees shall be reinstated upon the Reversion Date.

In addition, the indenture also permits, without causing a Default or Event of Default, the Company and the Company's Restricted Subsidiaries to honor any contractual commitments to take actions following a Reversion Date; *provided* that such contractual commitments were entered into during the Suspension Period and not in contemplation of a reversion of the Suspended Covenants.

There can be no assurance that the notes will ever achieve an investment grade rating or that any such rating will be maintained.

Restricted Payments

The Company will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly:

(1) declare or pay any dividend or make any other payment or distribution on account of the Company's or any of its Restricted Subsidiaries' Equity Interests (including, without limitation, any payment in connection with any merger or consolidation involving the Company or any of its Restricted Subsidiaries) other than:

(a) dividends or distributions payable in Equity Interests (other than Disqualified Stock) of the Company, and

(b) dividends or distributions payable to the Company or a Restricted Subsidiary of the Company;

(2) purchase, redeem or otherwise acquire or retire for value (including, without limitation, in connection with any merger or consolidation involving the Company) any Equity Interests of the Company or any direct or indirect parent of the Company held by Persons other than the Company or a Restricted Subsidiary of the Company;

(3) make any voluntary or optional payment on or with respect to, or purchase, redeem, defease or otherwise acquire or retire for value any Indebtedness of the Company or any Guarantor that is contractually subordinated to the notes or to any Note Guarantee (excluding any intercompany Indebtedness between or among the Company and any of its Restricted Subsidiaries), except a payment of interest when due or principal at the Stated Maturity thereof or the purchase, redemption, repurchase, defeasance, acquisition or retirement for value of any such Indebtedness within 365 days of the Stated Maturity thereof; or

(4) make any Restricted Investment

(all such payments and other actions set forth in these clauses (1) through (4) above being collectively referred to as "*Restricted Payments*"), unless, at the time of and after giving effect to such Restricted Payment:

(a) no Default or Event of Default has occurred and is continuing or would occur as a consequence of such Restricted Payment;

(b) the Company would, at the time of such Restricted Payment and after giving pro forma effect thereto as if such Restricted Payment had been made at the beginning of the applicable four-quarter period, have been permitted to incur at least $1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio test set forth in the first paragraph of the covenant described below under the caption "—Incurrence of Indebtedness and Issuance of Preferred Stock"; and

(c) such Restricted Payment, together with the aggregate amount of all other Restricted Payments made by the Company or the Company's Restricted Subsidiaries since the Issue Date (including Restricted Payments permitted by clauses (1) and (13) of the next succeeding paragraph and excluding Restricted Payments permitted by all other clauses of the next succeeding paragraph; *provided* that the calculation of Restricted Payments shall exclude the amounts paid or distributed pursuant to clause (1) of the next succeeding paragraph to the extent that the declaration of such dividend or other distribution shall have previously been included as a Restricted Payment), is less than the sum, without duplication, of:

(1) 50% of the Consolidated Net Income of the Company for the period (taken as one accounting period) from the beginning of the fiscal quarter commencing immediately after the Issue Date to the end of the most recently ended fiscal quarter for which internal financial statements are

available at the time of such Restricted Payment (or, if such Consolidated Net Income for such period is a deficit, less 100% of such deficit); *plus*

(2) 100% of the aggregate net proceeds, including cash and Fair Market Value of property other than cash (as determined in accordance with the second succeeding paragraph), received by the Company since the Issue Date as a contribution to its common equity capital or from the issue or sale of Qualifying Equity Interests of the Company or any direct or indirect parent of the Company (excluding, without duplication, Designated Preferred Stock), or from the issue or sale of Disqualified Stock of the Company or debt securities of the Company, in each case that have been converted into or exchanged for Qualifying Equity Interests of the Company (other than Qualifying Equity Interests and convertible or exchangeable Disqualified Stock or debt securities sold to a Subsidiary of the Company); *plus*

(3) 100% of the aggregate amount of cash and the Fair Market Value of property other than cash (as determined in accordance with the second succeeding paragraph) received by the Company or a Restricted Subsidiary of the Company from (A) the sale or disposition (other than to the Company or a Restricted Subsidiary of the Company) of Restricted Investments made after the Issue Date and from repurchases and redemptions of such Restricted Investments from the Company and its Restricted Subsidiaries by any Person (other than the Company or its Restricted Subsidiaries) and from repayments of loans or advances which constituted Restricted Investments made after the Issue Date (other than to the extent that such Restricted Investment was made pursuant to clause (12) of the next succeeding paragraph); (B) the sale (other than to the Company and its Restricted Subsidiaries) of the Capital Stock of an Unrestricted Subsidiary; (C) a distribution or dividend from an Unrestricted Subsidiary, to the extent that such amounts were not otherwise included in the Consolidated Net Income of the Company for such period; and (D) any Restricted Investment that was made after the Issue Date in a Person that is not a subsidiary at such time that subsequently becomes a Restricted Subsidiary of the Company; *provided* that such amount will not exceed the amount of the Restricted Investment initially made; *plus*

(4) in the event that any Unrestricted Subsidiary of the Company designated as such after the Issue Date is redesignated as a Restricted Subsidiary or has been merged or consolidated with or into or transfers or conveys its assets to, or is liquidated into, the Company or a Restricted Subsidiary of the Company, in each case after the Issue Date, the Fair Market Value of the Company's Restricted Investment in such Subsidiary (as determined in accordance with the second succeeding paragraph) as of the date of such redesignation, combination or transfer (or of the assets transferred or conveyed, as applicable), after deducting any Indebtedness associated with the Unrestricted Subsidiary so designated or combined or any Indebtedness associated with the assets so transferred or conveyed (other than in each case to the extent that the designation of such Subsidiary as an Unrestricted Subsidiary was made pursuant to clause (14) of the next succeeding paragraph or constituted a Permitted Investment).

The preceding provisions will not prohibit:

(1) the payment of any dividend or the consummation of any irrevocable redemption within 60 days after the date of declaration of the dividend or giving of the redemption notice, as the case may be, if at the date of declaration or notice, the dividend or redemption payment would have complied with the provisions of the indenture;

(2) the making of any Restricted Payment in exchange for, or out of or with the net cash proceeds of the substantially concurrent sale (other than to a Subsidiary of the Company) of, Equity Interests of the Company (other than Disqualified Stock) or from the substantially concurrent contribution of common equity capital to the Company; *provided* that the amount of any such net cash proceeds that are utilized for any such Restricted Payment will not be considered to be net proceeds of Qualifying Equity Interests for purposes of clause (c)(2) of the immediately preceding paragraph;

(3) the payment of any dividend (or, in the case of any partnership or limited liability company, any similar distribution) by a Restricted Subsidiary of the Company to the holders of its Equity Interests so long as the Company or a Restricted Subsidiary receives at least its *pro rata* share of such dividend or distribution;

(4) the repurchase, redemption, defeasance or other acquisition or retirement for value of Indebtedness of the Company or any Guarantor that is contractually subordinated to the notes or to any Note Guarantee with the net cash proceeds from a substantially concurrent incurrence of Permitted Refinancing Indebtedness;

(5) the repurchase, retirement or other acquisition (or the declaration and payment of dividends to, or the making of loans to, any direct or indirect parent of the Company, to finance any such repurchase, retirement or other acquisition) for value of Equity Interests of the Company, any direct or indirect parent of the Company or any Restricted Subsidiary of the Company held by any future, present or former employee, director or consultant of the Company, any direct or indirect parent of the Company or any Subsidiary of the Company (or any such Person's estates or heirs) pursuant to any management equity plan or stock option plan or any other management or employee benefit plan or other similar agreement or arrangement; *provided*, that the aggregate amounts paid under this clause (5) do not exceed $1.0 million in any calendar year; *provided*, *further*, that such amount in any calendar year may be increased by an amount not to exceed:

(a) the cash proceeds received by the Company or any of its Restricted Subsidiaries from the sale of Qualifying Equity Interests of the Company or any direct or indirect parent of the Company (to the extent contributed to the Company), to members of management, directors or consultants of the Company and its Restricted Subsidiaries or any direct or indirect parent of the Company that occurs after the Issue Date (*provided* that the amount of such cash proceeds utilized for any such repurchase, retirement, other acquisition or dividend will not increase the amount available for Restricted Payments under clause (c) of the immediately preceding paragraph); *plus*

(b) the cash proceeds of key man life insurance policies received by the Company or any direct or indirect parent of the Company (to the extent contributed to the Company), and its Restricted Subsidiaries after the Issue Date, (*provided* that the Company may elect to apply all or any portion of the aggregate increase contemplated by clauses (a) and (b) above in any calendar year);

(6) the repurchase of Equity Interests (or the declaration and payment of any dividends to, or the making of loans to, any direct or indirect parent of the Company to finance such repurchase) (i) deemed to occur upon the exercise of stock options, warrants or other similar stock-based awards under equity plans of the Company, any of the Company's Restricted Subsidiaries or any direct or indirect parent of the Company to the extent such Equity Interests represent a portion of the exercise price of those stock options, warrants or other similar stock-based awards under equity plans of the Company, any of its Restricted Subsidiaries or any direct or indirect parent of the Company, or (ii) in connection with a gross-up for tax withholding related to such Equity Interests;

(7) the declaration and payment of regularly scheduled or accrued dividends to holders of a class or series of Disqualified Stock of the Company or any Preferred Stock of any Restricted Subsidiary of the Company issued on or after the Issue Date in accordance with the covenant described below under the caption "— Incurrence of Indebtedness and Issuance of Preferred Stock";

(8) payments of cash, dividends, distributions, advances or other Restricted Payments by the Company or any of its Restricted Subsidiaries to allow the payment of cash in lieu of the issuance of fractional shares or upon the purchase, redemption or acquisition of fractional shares (or the declaration and payment of any dividends to, or the making of loans to, any direct or indirect parent of the Company to finance such payment, purchase, redemption or acquisition), including in connection with (i) the exercise of options or warrants, (ii) the conversion or exchange of Capital Stock, (iii) stock dividends, splits or combinations or business combinations or (iv) the Merger;

(9) Permitted Payments to Parent;

(10) so long as no Default or Event of Default has occurred and is continuing, the declaration and payment of dividends or distributions to holders of any class or series of Designated Preferred Stock (other than Disqualified Stock) issued after the date of the indenture and the declaration and payment of dividends to any direct or indirect parent of the Company, the proceeds of which will be used to fund the payment of dividends to holders of any class or series of Designated Preferred Stock (other than Disqualified Stock) of any direct or indirect parent of the Company, issued after the date of the indenture; *provided*, *however*, that (a) the Fixed Charge Coverage Ratio for the Company's most recently ended four full fiscal quarters for which internal financial statements are available immediately preceding the date on which such Designated Preferred Stock is issued, after giving effect to such issuance (and the payment of dividends or distributions) on a pro forma basis, would have been at least 2.0 to 1.0 and (b) the aggregate amount of dividends declared and paid pursuant to this clause (10) does not exceed the net cash proceeds actually received by the Company from any such sale of Designated Preferred Stock (other than Disqualified Stock) issued after the date of the indenture;

(11) the payment of dividends, other distributions and other amounts by the Company to, or the making of loans to, any direct or indirect parent of the Company, in the amount required for such parent to, if applicable, pay amounts equal to amounts required for any direct or indirect parent of the Company, if applicable, to pay interest and/or principal on Indebtedness the proceeds of which have been permanently contributed to the Company or any of its Restricted Subsidiaries and that has been guaranteed by, or is otherwise considered Indebtedness of, the Company or any of its Restricted Subsidiaries incurred in accordance with the covenant described below under the caption "—Incurrence of Indebtedness and Issuance of Preferred Stock" to the extent such dividends are included in the definition of "Fixed Charges";

(12) the payment, purchase, redemption, defeasance or other acquisition or retirement for value of Indebtedness that is contractually subordinated to the notes, Disqualified Stock or Preferred Stock of the Company and its Restricted Subsidiaries pursuant to provisions similar to those described under the captions "—Repurchase at the Option of Holders—Change of Control" and "—Repurchase at the Option of Holders—Asset Sales"; *provided* that, prior to such payment, purchase, redemption, defeasance or other acquisition or retirement for value, the Company (or a third party to the extent permitted by the indenture) has made a Change of Control Offer or Asset Sale Offer, as the case may be, with respect to the notes as a result of such Change of Control or Asset Sale, as the case may be, and has repurchased all notes validly tendered and not withdrawn in connection with such Change of Control Offer or Asset Sale Offer, as the case may be;

(13) the distribution, as a dividend or otherwise, of shares of Capital Stock of, or Indebtedness owed to the Company or a Restricted Subsidiary of the Company by, Unrestricted Subsidiaries;

(14) so long as no Default or Event of Default has occurred and is continuing, other Restricted Payments in an aggregate amount not to exceed $5.0 million;

(15) any Restricted Payment made in connection with the Transactions as described in this prospectus and the fees and expenses related thereto or made to fund the Management Services Termination Fees or other amounts owed to Affiliates (including the declaration and payment of dividends to stockholders of the Company or to any direct or indirect parent company of the Company, the declaration and payment of dividends to, or the making of loans to, any direct or indirect parent company of the Company to fund any such payments and the redemption, repurchase or retirement for value of the PHC indebtedness);

(16) payments and distributions to dissenting stockholders pursuant to applicable law, pursuant to or in connection with the Merger or a consolidation, merger or transfer of all or substantially all of the assets of the Company and its Restricted Subsidiaries taken as a whole that complies with the terms of the indenture, including the covenant described under "Merger, Consolidation or Sale of All or Substantially All Assets"; and

(17) any repurchase, redemption, defeasance or other acquisition or retirement for value of Preferred Stock of the Company or a Restricted Subsidiary made by exchange for or out of the proceeds of the substantially concurrent sale of Preferred Stock of the Company or a Restricted Subsidiary, as the case may be, that, in each case, is permitted to be Incurred pursuant to the covenant described under the caption "—Certain Covenants—Incurrence of Indebtedness and Issuance of Preferred Stock."

The amount of all Restricted Payments (other than cash) will be the Fair Market Value on the date of the Restricted Payment of the asset(s) or securities proposed to be transferred or issued by the Company or such Restricted Subsidiary, as the case may be, pursuant to the Restricted Payment. The Fair Market Value of any assets or securities that are required to be valued by this covenant will be determined by the Company, and in the case of any assets or securities with a Fair Market Value in excess of $10.0 million, will be determined by the Board of Directors of the Company.

For purposes of determining compliance with this "Restricted Payments" covenant, in the event that a Restricted Payment meets the criteria of more than one of the categories of Restricted Payments described in clauses (1) through (17) above, or is entitled to be incurred pursuant to the first paragraph of this covenant, the Company will be entitled to classify such Restricted Payment (or portion thereof) on the date of its payment or later reclassify such Restricted Payment (or portion thereof) in any manner that complies with this covenant.

Incurrence of Indebtedness and Issuance of Preferred Stock

The Company will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, create, incur, issue, assume, guarantee or otherwise become directly or indirectly liable, contingently or otherwise, with respect to (collectively, "*incur*") any Indebtedness (including Acquired Debt), and the Company will not issue any Disqualified Stock and will not permit any of its Restricted Subsidiaries to issue any shares of Preferred Stock; *provided*, *however*, that the Company may incur Indebtedness (including Acquired Debt) or issue Disqualified Stock, and any Guarantor may incur Indebtedness (including Acquired Debt) or issue Preferred Stock, if the Fixed Charge Coverage Ratio for the Company's most recently ended four full fiscal quarters for which internal financial statements are available immediately preceding the date on which such additional Indebtedness is incurred or such Disqualified Stock or such Preferred Stock is issued, as the case may be, would have been at least 2.0 to 1.0, determined on a pro forma basis (including a pro forma application of the net proceeds therefrom), as if the additional Indebtedness had been incurred or the Disqualified Stock or the Preferred Stock had been issued, as the case may be, at the beginning of such four-quarter period.

The first paragraph of this covenant will not prohibit the incurrence of any of the following (collectively, "*Permitted Debt*")*:*

(1) the incurrence by the Company and any Restricted Subsidiary of the Company of Indebtedness and letters of credit and bankers' acceptances under Credit Facilities in an aggregate principal amount at any one time outstanding under this clause (1) (with letters of credit and bankers' acceptances being deemed to have a principal amount equal to the maximum potential liability of the Company and its Restricted Subsidiaries thereunder) not to exceed (i) $165.0 million, *less* (ii) the aggregate amount of all Net Proceeds of Asset Sales required to be applied by the Company or any of its Restricted Subsidiaries since the Issue Date to repay any term Indebtedness under a Credit Facility or to repay any revolving credit Indebtedness under a Credit Facility and effect a corresponding commitment reduction thereunder pursuant to the covenant described above under the caption "—Repurchase at the Option of Holders—Asset Sales", *plus* (iii) in the case of any refinancing of any Indebtedness permitted under this clause (1) or any portion thereof, the aggregate amount of customary underwriting discounts, premiums and other costs and expenses Incurred in connection with such refinancing;

(2) the incurrence by the Company and its Restricted Subsidiaries of the Existing Indebtedness (other than the Indebtedness described in clauses (1) and (3) of this paragraph);

(3) the incurrence by the Company and the Guarantors of Indebtedness represented by the notes and the related Note Guarantees to be issued on the Issue Date and any exchange notes and related Note Guarantees issued pursuant to the registration rights agreement;

(4) Indebtedness incurred by the Company or any of its Restricted Subsidiaries, including Indebtedness represented by Capital Lease Obligations, mortgage financings or purchase money obligations (including such Indebtedness as lessee or guarantor), in each case, incurred for the purpose of financing all or any part of the acquisition, lease or cost of design, construction, installation or improvement of property, plant or equipment used or useful in a Permitted Business, whether through the direct purchase of assets or the Capital Stock of any Person owning such assets, in an aggregate principal amount, including all Indebtedness incurred to renew, refund, refinance, replace, defease or discharge any Indebtedness incurred pursuant to this clause (4), not to exceed the greater of (a) $7.5 million and (b) 2.0% of Total Assets at the time of incurrence, at any one time outstanding;

(5) the incurrence by the Company or any of its Restricted Subsidiaries of Permitted Refinancing Indebtedness in exchange for, or the net proceeds of which are used to renew, refund, refinance, replace, defease or discharge any Indebtedness (other than intercompany Indebtedness) that was permitted by the indenture to be incurred under the first paragraph of this covenant or clauses (2), (3), this clause (5) or clause (13) of this paragraph;

(6) the incurrence by the Company or any of its Restricted Subsidiaries of intercompany Indebtedness between or among the Company and any of its Restricted Subsidiaries; *provided*, *however*, that:

(a) if the Company or any Guarantor are the obligor on such Indebtedness and the payee is not the Company or a Guarantor, such Indebtedness must be unsecured and expressly subordinated to the prior payment in full in cash of all Obligations then due with respect to the notes, in the case of the Company, or the Note Guarantee, in the case of a Guarantor; and

(b) (i) any subsequent issuance or transfer of Equity Interests that results in any such Indebtedness being held by a Person other than the Company or a Restricted Subsidiary of the Company and (ii) any sale or other transfer of any such Indebtedness to a Person that is not either the Company or a Restricted Subsidiary of the Company,

will be deemed, in each case, to constitute an issuance of such Indebtedness by the Company or such Restricted Subsidiary, as the case may be, that was not permitted by this clause (6);

(7) the issuance by any of the Company's Restricted Subsidiaries to the Company or to any Restricted Subsidiary of the Company of shares of Preferred Stock; *provided*, *however*, that:

(a) any subsequent issuance or transfer of Equity Interests that results in any such Preferred Stock being held by a Person other than the Company or a Restricted Subsidiary of the Company; and

(b) any sale or other transfer of any such Preferred Stock to a Person that is not either the Company or a Restricted Subsidiary of the Company, will be deemed, in each case, to constitute an issuance of such Preferred Stock by such Restricted Subsidiary that was not permitted by this clause (7);

(8) the incurrence by the Company or any of the Company's Restricted Subsidiaries of Hedging Obligations in the ordinary course of business and not for speculative purposes;

(9) the guarantee by the Company or any Restricted Subsidiary of the Company of Indebtedness of the Company or a Restricted Subsidiary of the Company, in each case, to the extent that the guaranteed Indebtedness was permitted to be incurred by another provision of this covenant; *provided* that if the Indebtedness being guaranteed is subordinated to or *pari passu* with the notes, then the Guarantee must be subordinated or *pari passu*, as applicable, to the same extent as the Indebtedness guaranteed;

(10) the incurrence by the Company or any of the Company's Restricted Subsidiaries of Indebtedness in respect of letters of credit, bank guarantees, workers' compensation claims, self-insurance obligations, bankers' acceptances, guarantees, performance, surety, statutory, bid, appeal, completion, export or import, indemnities, customs, revenue bonds or similar instruments in the ordinary course of business, including guarantees or obligations with respect thereto (in each case other than for an obligation for money borrowed); *provided*, *however* that upon the drawing of any letters of credit, such obligations are reimbursed within 30 days following such drawing;

(11) the incurrence by the Company or any of the Company's Restricted Subsidiaries of Indebtedness arising from the honoring by a bank or other financial institution of a check, draft or similar instrument inadvertently drawn against insufficient funds, so long as such Indebtedness is covered within 10 business days, and any Indebtedness arising from Treasury Management Arrangements incurred in the ordinary course of business;

(12) the incurrence by Foreign Subsidiaries of Indebtedness in an aggregate principal amount not to exceed $2.5 million (or the equivalent thereof, measured at the time of each incurrence, in the applicable foreign currency), at any one time outstanding;

(13) Indebtedness of any Person outstanding on the date such Person was acquired by the Company or a Restricted Subsidiary of the Company or was merged with or into or consolidated with the Company or a Restricted Subsidiary of the Company; *provided* that, on the date that such Person is acquired by the Company or a Restricted Subsidiary of the Company and after giving effect to the incurrence of such Indebtedness and the acquisition of such Person pursuant to this clause (12), the Company would have been able to incur $1.00 of additional Indebtedness pursuant to the first paragraph of this covenant;

(14) the incurrence by the Company or its Restricted Subsidiaries of Indebtedness arising from agreements providing for indemnification, adjustment of purchase price, earn-out or similar obligations, incurred in connection with the acquisition or disposition of any business, assets or Restricted Subsidiary of the Company (other than Guarantees of Indebtedness incurred by any Person acquiring all or any portion of such business, assets or Restricted Subsidiary for the purpose of financing such acquisition) or other investment in a business or Person, so long as, in the case of any disposition, the principal amount of such Indebtedness does not exceed the gross proceeds (including non-cash proceeds) actually received by the Company or any Restricted Subsidiary of the Company in connection with such transactions;

(15) the incurrence by the Company or any of its Restricted Subsidiaries of Indebtedness arising in connection with endorsement of instruments for collection or deposit in the ordinary course of business;

(16) the incurrence by the Company or any of its Restricted Subsidiaries of Indebtedness consisting of obligations to pay insurance premiums in an amount not to exceed the annual premiums in respect of such insurance premiums at any one time outstanding;

(17) Indebtedness of the Company or any of its Restricted Subsidiaries, the proceeds of which are applied to defease or discharge the notes in accordance with the provisions summarized under the caption "—Legal Defeasance and Covenant Defeasance" or "—Satisfaction and Discharge";

(18) take-or-pay obligations contained in supply arrangements entered into by the Company or a Restricted Subsidiary of the Company in the ordinary course of business;

(19) Indebtedness related to unfunded pension fund and other employee benefit plan obligations and liabilities to the extent they are permitted to remain unfunded under applicable law;

(20) the incurrence by the Company or any of its Restricted Subsidiaries of additional Indebtedness or the issuance by the Company of Disqualified Stock or the issuance by any Restricted Subsidiary of Preferred

Stock in an aggregate principal amount (or accreted value, as applicable) or liquidation value at any time outstanding, including all Indebtedness incurred to renew, refund, refinance, replace, defease or discharge any Indebtedness or liquidation value incurred pursuant to this clause (20), not to exceed the greater of (a) $10.0 million and (b) 3.0% of Total Assets at the time of incurrence, at any time outstanding; *provided*, that any Indebtedness or Disqualified Stock incurred or issued pursuant to this clause (20) shall cease to be deemed incurred or outstanding for purposes of this clause (20) but shall be deemed incurred for purposes of the first paragraph of this covenant from and after the first date on which the Company or the related Restricted Subsidiary could have incurred such Indebtedness or issued such Disqualified Stock under the first paragraph of this covenant without reliance on this clause (20) and, with respect to any Indebtedness secured by a Lien, the Secured Leverage Ratio would not exceed 3.0 to 1.0 following such redesignation;

(21) Indebtedness of the Company or any of its Restricted Subsidiaries supported by a letter of credit issued pursuant to the Credit Facilities in a principal amount not in excess of the stated amount of such letter of credit;

(22) the incurrence of any Physician Support Obligations by the Company or any Restricted Subsidiary, in an amount not to exceed $2.0 million at any one time outstanding; and

(23) HUD Financings incurred after the Issue Date in an aggregate principal amount not to exceed $10.0 million outstanding at any time.

The Company will not incur, and will not permit any Guarantor to incur, any Indebtedness (including Permitted Debt but excluding intercompany Indebtedness) that is contractually subordinated in right of payment to any other Indebtedness of the Company or such Guarantor unless such Indebtedness is also contractually subordinated in right of payment to the notes and the applicable Note Guarantee on substantially identical terms; *provided*, *however*, that no Indebtedness will be deemed to be contractually subordinated in right of payment to any other Indebtedness of the Company solely by virtue of being unsecured or by virtue of being secured on a junior priority basis.

For purposes of determining compliance with this "Incurrence of Indebtedness and Issuance of Preferred Stock" covenant, in the event that an item of Indebtedness meets the criteria of more than one of the categories of Permitted Debt described in clauses (1) through (23) above, or is entitled to be incurred pursuant to the first paragraph of this covenant, the Company will be permitted to classify such item of Indebtedness on the date of its incurrence, or later reclassify all or a portion of such item of Indebtedness, in any manner that complies with this covenant; *provided* that Indebtedness under Credit Facilities outstanding on the date on which the notes are first issued and authenticated under the indenture will be deemed to have been incurred in reliance on the exception provided by clause (1) of the definition of "Permitted Debt" and may not be later reclassified. The accrual of interest or Preferred Stock dividends, the accretion or amortization of original issue discount, the payment of interest on any Indebtedness in the form of additional Indebtedness with the same terms, the reclassification of Preferred Stock as Indebtedness due to a change in accounting principles, and the payment of dividends on Preferred Stock or Disqualified Stock in the form of additional shares of Preferred Stock or Disqualified Stock will not be deemed to be an incurrence of Indebtedness or an issuance of Preferred Stock or Disqualified Stock for purposes of this covenant or the covenant set forth under the caption "Certain Covenants—Liens"; *provided*, in each such case, that the amount thereof shall be included in Fixed Charges of the Company as accrued. For purposes of determining compliance with any U.S. dollar-denominated restriction on the incurrence of Indebtedness, the U.S. dollar-equivalent principal amount of Indebtedness denominated in a foreign currency shall be utilized, calculated based on the relevant currency exchange rate in effect on the date such Indebtedness was incurred. Notwithstanding any other provision of this covenant, the maximum amount of Indebtedness that the Company or any Restricted Subsidiary of the Company may incur pursuant to this covenant shall not be deemed to be exceeded solely as a result of fluctuations in exchange rates or currency values.

The amount of any Indebtedness outstanding as of any date will be:

(1) the accreted value of the Indebtedness, in the case of any Indebtedness issued with original issue discount;

(2) the principal amount of the Indebtedness, in the case of any other Indebtedness; and

(3) in respect of Indebtedness of another Person secured by a Lien on the assets of the specified Person, the lesser of:

(a) the Fair Market Value of such assets at the date of determination; and

(b) the amount of the Indebtedness of the other Person.

Liens

The Company will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, create, incur or assume any Lien of any kind securing Indebtedness on any asset now owned or hereafter acquired, except Permitted Liens, unless:

(1) in the case of Liens securing subordinated Indebtedness, the notes and the Note Guarantees are secured by a Lien on such property, assets or proceeds that is senior in priority to such Liens; or

(2) in all other cases, the notes and the Note Guarantees are equally and ratably secured.

Any Lien created for the benefit of the holders of the notes pursuant to this covenant shall be deemed automatically and unconditionally released and discharged upon the release and discharge of each of the Liens described in clauses (1) and (2) above.

Dividend and Other Payment Restrictions Affecting Restricted Subsidiaries

The Company will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, create or permit to exist or become effective any consensual encumbrance or restriction on the ability of any Restricted Subsidiary to:

(1) pay dividends or make any other distributions on its Capital Stock to the Company or any of its Restricted Subsidiaries, or with respect to any other interest or participation in, or measured by, its profits, or pay any Indebtedness owed to the Company or any of its Restricted Subsidiaries;

(2) make loans or advances to the Company or any of its Restricted Subsidiaries; or

(3) sell, lease or transfer any of its properties or assets to the Company or any of its Restricted Subsidiaries.

However, the preceding restrictions will not apply to encumbrances or restrictions existing under or by reason of:

(1) agreements governing Existing Indebtedness and Credit Facilities as in effect on the Issue Date (or otherwise required by such agreements in existence on the Issue Date) and any amendments, restatements, modifications, renewals, supplements, refundings, replacements or refinancings of those agreements; *provided* that the amendments, restatements, modifications, renewals, supplements, refundings, replacements or refinancings are not materially more restrictive, taken as a whole, with respect to such dividend and other payment restrictions than those contained in those agreements on the Issue Date;

(2) the indenture, the notes and the Note Guarantees and any exchange notes and related Note Guarantees issued pursuant to the registration rights agreement;

(3) agreements governing other Indebtedness permitted to be incurred under the provisions of the covenant described above under the caption "—Incurrence of Indebtedness and Issuance of Preferred Stock" and any amendments, restatements, modifications, renewals, supplements, refundings, replacements or refinancings of those agreements; *provided* that the restrictions therein either (i) are not materially more restrictive than those contained in agreements governing Indebtedness in effect on the Issue Date, or (ii) are not materially more disadvantagous to Holders of the notes than is customary in comparable financings (as determined by the Company in good faith) and in the case of (ii) either (x) the Company determines (in good faith) that such encumbrance or restriction will not affect the Company's ability to make principal or interest payments on the notes or (y) such encumbrances or restrictions apply only during the continuance of a default in respect of payment or a financial maintenance covenant relating to such Indebtedness;

(4) applicable law, rule, regulation or order;

(5) any instrument of a Person acquired by the Company or any of its Restricted Subsidiaries as in effect at the time of such acquisition (except to the extent such instrument was entered into in connection with or in contemplation of such acquisition), which encumbrance or restriction is not applicable to any Person, or the properties or assets of any Person, other than the Person, or the property or assets of the Person, so acquired; *provided that*, in the case of Indebtedness, such Indebtedness was permitted by the terms of the indenture to be incurred;

(6) customary provisions in contracts, leases, sub-leases and licenses entered into in the ordinary course of business;

(7) purchase money obligations, mortgage financings and Capital Lease Obligations that impose restrictions on the property purchased or leased of the nature described in clause (3) of the preceding paragraph;

(8) contracts for the sale of assets, including any agreement for the sale or other disposition of a Restricted Subsidiary or all or substantially all of the assets of such Restricted Subsidiary in compliance with the terms of the indenture pending such sale or other disposition;

(9) Permitted Refinancing Indebtedness; *provided* that the restrictions contained in the agreements governing such Permitted Refinancing Indebtedness are not materially more restrictive, taken as a whole, than those contained in the agreements governing the Indebtedness being refinanced;

(10) Secured Indebtedness otherwise permitted to be incurred pursuant to the covenant described under the caption "—Incurrence of Indebtedness and Issuance of Preferred Stock" and Liens permitted to be incurred pursuant to the covenant described under the caption "—Liens", in each case, that limit the right of the debtor to dispose of the assets subject to such Liens;

(11) provisions limiting the disposition or distribution of assets or property in joint venture agreements, asset sale agreements, sale-leaseback agreements, stock sale agreements and other similar agreements (including agreements entered into in connection with a Restricted Investment), which limitation is applicable only to the assets or Persons that are the subject of such agreements;

(12) restrictions on cash or other deposits or net worth imposed by customers under agreements entered into in the ordinary course of business;

(13) customary provisions in joint venture agreements and other similar agreements entered into in the ordinary course of business;

(14) any Restricted Investment not prohibited by the covenant described under the caption "—Restricted Payments" and any Permitted Investment;

(15) customary provisions restricting dispositions of real property interests set forth in any reciprocal easement agreements of the Company or any Restricted Subsidiary;

(16) Hedging Obligations entered into in the ordinary course of business and not for speculative purposes;

(17) any encumbrances or restrictions of the type referred to in clauses (1), (2) and (3) in the immediately preceding paragraph imposed by any amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings of the contracts, instruments or obligations referred to in clauses (1) through (16) above; *provided* that such amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings are, in the good faith judgment of the Company, not materially more restrictive as a whole with respect to such dividend and other payment restrictions than those contained in the dividend or other payment restrictions prior to such amendment, modification, restatement, renewal, increase, supplement, refunding, replacement or refinancing; and

(18) agreements relating to HUD Financing and any amendments of those agreements.

Merger, Consolidation or Sale of Assets

The Company will not, directly or indirectly: (1) consolidate or merge with or into another Person (whether or not the Company is the surviving corporation), or (2) sell, assign, transfer, convey, lease or otherwise dispose of all or substantially all of the properties or assets of the Company and its Restricted Subsidiaries taken as a whole, in one or more related transactions, to another Person, unless:

(1) either: (a) the Company is the surviving corporation; or (b) the Person formed by or surviving any such consolidation or merger (if other than the Company) or to which such sale, assignment, transfer, conveyance, lease or other disposition has been made is an entity organized or existing under the laws of the United States, any state of the United States or the District of Columbia and, if such entity is not a corporation, a co-obligor of the notes is a corporation organized or existing under any such laws;

(2) the Person formed by or surviving any such consolidation or merger (if other than the Company) or the Person to which such sale, assignment, transfer, conveyance, lease or other disposition has been made assumes all the obligations of the Company under the notes, the indenture and the registration rights agreement pursuant to a supplemental indenture in the form attached to the Indenture;

(3) immediately after such transaction, no Default or Event of Default exists; and

(4) the Company or the Person formed by or surviving any such consolidation or merger (if other than the Company), or to which such sale, assignment, transfer, conveyance, lease or other disposition has been made would, on the date of such transaction after giving pro forma effect thereto and any related financing transactions as if the same had occurred at the beginning of the applicable four-quarter period, be permitted to incur at least $1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio test set forth in the first paragraph of the covenant described above under the caption "—Incurrence of Indebtedness and Issuance of Preferred Stock".

This "Merger, Consolidation or Sale of Assets" covenant will not apply to (i) the Merger or (ii) any sale, assignment, transfer, conveyance, lease or other disposition of assets between or among the Company and any wholly-owned Restricted Subsidiary of the Company. Clauses (3) and (4) of the first paragraph of this covenant will not apply to (a) any merger or consolidation of any Restricted Subsidiary with or into the Company or (b) a

merger or consolidation of the Company with or into an Affiliate for the purpose of reincorporating the Company in another jurisdiction so long as the amount of Indebtedness of the Company and its Restricted Subsidiaries is not increased thereby.

All references to "Company" in this Description of the Exchange Notes shall be deemed to include any successor entity that assumes all of the obligations of the Company under the notes in a transaction that complies with this covenant. Following any such assumption (except in the case of a lease), the Company or such predecessor company, as the case may be, shall be released from its obligations under the indenture, the notes and the registration rights agreement.

Transactions with Affiliates

The Company will not, and will not permit any of its Restricted Subsidiaries to, make any payment to or sell, lease, transfer or otherwise dispose of any of its properties or assets to, or purchase any property or assets from, or enter into or make or amend any transaction, contract, agreement, understanding, loan, advance or guarantee with, or for the benefit of, any Affiliate of the Company (each, an "*Affiliate Transaction*") involving aggregate payments or consideration in excess of $1.0 million, unless:

(1) the Affiliate Transaction is on terms that are not materially less favorable to the Company, taken as a whole, or the relevant Restricted Subsidiary than those that would have been obtained in a comparable transaction by the Company or such Restricted Subsidiary with an unrelated Person;

(2) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate consideration in excess of $5.0 million, the Company delivers to the trustee a resolution of the Board of Directors of the Company set forth in an officers' certificate certifying that such Affiliate Transaction complies with this covenant; and

(3) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate consideration in excess of $15.0 million, the Company delivers to the trustee an opinion as to the fairness to the Company or such Restricted Subsidiary of such Affiliate Transaction from an Independent Financial Advisor.

The following items will not be deemed to be Affiliate Transactions and, therefore, will not be subject to the provisions of the prior paragraph:

(1) any employment agreement, consulting agreement, severance agreement, employee benefit plan, compensation arrangement, officer or director indemnification agreement or any similar arrangement entered into by, or policy of, the Company or any of its Restricted Subsidiaries and payments pursuant thereto;

(2) transactions between or among the Company and/or its Restricted Subsidiaries;

(3) transactions with a Person (other than an Unrestricted Subsidiary of the Company) that is an Affiliate of the Company solely because the Company owns, directly or through a Restricted Subsidiary, an Equity Interest in, or controls, such Person;

(4) payment of fees and reimbursements of expenses (pursuant to indemnity arrangements or otherwise) of officers, directors, employees or consultants of the Company or any of its Restricted Subsidiaries or any direct or indirect parent of the Company;

(5) any issuance of Equity Interests (other than Disqualified Stock) of the Company or any direct or indirect parent company of the Company to Affiliates of the Company;

(6) (a) Restricted Payments that do not violate the provisions of the indenture described above under the caption "—Restricted Payments" and (b) Permitted Investments;

(7) sales of Equity Interests of the Company or any direct or indirect parent of the Company to Affiliates of the Company or its Restricted Subsidiaries not otherwise prohibited by the indenture and the granting of registration and other customary rights in connection therewith;

(8) transactions with an Affiliate where the only consideration paid is Qualifying Equity Interests of the Company;

(9) transactions in which the Company or any of its Restricted Subsidiaries, as the case may be, delivers to the trustee a letter from an Independent Financial Advisor stating that such transaction (i) is fair to the Company or such Restricted Subsidiary from a financial point of view or (ii) meets the requirements of clause (1) of the preceding paragraph;

(10) payments or loans (or cancellation of loans) to employees or consultants in the ordinary course of business;

(11) any agreement as in effect as of the Issue Date or any amendment thereto (so long as any such agreement together with all amendments thereto, taken as a whole, is not more disadvantageous to the holders of the notes in any material respect than the original agreement as in effect on the Issue Date) or any transaction contemplated thereby;

(12) transactions with joint ventures or Unrestricted Subsidiaries entered into in the ordinary course of business;

(13) any contributions to the common equity capital of the Company;

(14) pledges of Equity Interests of Unrestricted Subsidiaries;

(15) the issuances of securities or other payments, awards or grants in cash, securities or otherwise pursuant to, or the funding of, employment arrangements, stock option and stock ownership plans or similar employee benefit plans approved by the Board of Directors of the Company or any direct or indirect parent of the Company, or of a Restricted Subsidiary of the Company, as appropriate, in good faith;

(16) the Transactions and the payment of any reasonable fees or expenses incurred in connection therewith (including dividends to any direct or indirect parent company of the Company to fund such payment);

(17) the entry into any tax-sharing arrangements between the Company or any of its Restricted Subsidiaries and any of their direct or indirect parents; *provided*, *however*, that any payment made by the Company or any of its Restricted Subsidiaries under such tax-sharing arrangements is, at the time made, otherwise permitted by the covenant described above under the caption "—Restricted Payments";

(18) transactions with customers, clients, lessors, landlords, suppliers, contractors, or purchasers or sellers of good or services that are Affiliates, in each case, in the ordinary course of business and otherwise in compliance with the terms of the indenture which are fair to the Company and its Restricted Subsidiaries, in the reasonable determination of the Board of Directors of the Company; and

(19) transactions between the Company and any of the Company's Restricted Subsidiaries and any Person a director of which is also a director of the Company or any direct or indirect parent of the Company; provided, however, that such director abstains from voting as a director of the Company.

Additional Note Guarantees

If the Company or any of its Restricted Subsidiaries acquires or creates another Wholly Owned Restricted Subsidiary that is a Domestic Subsidiary that guarantees payment by the Company of Indebtedness under any Credit Facility (including, for the avoidance of doubt, any Indebtedness that would satisfy clause (b) of such term) after the Issue Date, then that newly acquired or created Wholly Owned Restricted Subsidiary that is a Domestic Subsidiary will become a Guarantor and execute a supplemental indenture in the form attached to the Indenture within 30 days of the date on which it guarantees such Indebtedness; provided, however, that the foregoing shall not apply to (i) HUD Financing Subsidiaries, (ii) any Insurance Subsidiary and (iii) Subsidiaries that have properly been designated as Unrestricted Subsidiaries in accordance with this Indenture.

Designation of Restricted and Unrestricted Subsidiaries

The Board of Directors of the Company may designate any Restricted Subsidiary to be an Unrestricted Subsidiary if that designation would not cause a Default. If a Restricted Subsidiary is designated as an Unrestricted Subsidiary, the aggregate Fair Market Value of all outstanding Investments owned by the Company and its Restricted Subsidiaries in the Subsidiary designated as Unrestricted will be deemed to be an Investment made as of the time of the designation and will reduce the amount available for Restricted Payments under the covenant described above under the caption "—Restricted Payments" or under one or more clauses of the definition of Permitted Investments, as determined by the Company. That designation will only be permitted if the Investment would be permitted at that time and if the Restricted Subsidiary otherwise meets the definition of an Unrestricted Subsidiary. Subject to the next succeeding paragraph, the Board of Directors of the Company may redesignate any Unrestricted Subsidiary to be a Restricted Subsidiary if that redesignation would not cause a Default.

Any designation of a Subsidiary of the Company as an Unrestricted Subsidiary will be evidenced to the trustee by filing with the trustee a certified copy of a resolution of the Board of Directors of the Company giving effect to such designation and an officers' certificate certifying that such designation complied with the preceding conditions and was permitted by the covenant described above under the caption "—Restricted Payments." If, at any time, any Unrestricted Subsidiary would fail to meet the preceding requirements as an Unrestricted Subsidiary, it will thereafter cease to be an Unrestricted Subsidiary for purposes of the indenture and any Indebtedness of such Subsidiary will be deemed to be incurred by a Restricted Subsidiary of the Company as of such date and, if such Indebtedness is not permitted to be incurred as of such date under the covenant described under the caption "—Incurrence of Indebtedness and Issuance of Preferred Stock," the Company will be in default of such covenant. The Board of Directors of the Company may at any time designate any Unrestricted Subsidiary to be a Restricted Subsidiary of the Company; *provided* that such designation will be deemed to be an incurrence of Indebtedness by a Restricted Subsidiary of the Company of any outstanding Indebtedness of such Unrestricted Subsidiary, and such designation will only be permitted if (1) such Indebtedness is permitted under the covenant described under the caption "—Incurrence of Indebtedness and Issuance of Preferred Stock," calculated on a pro forma basis as if such designation had occurred at the beginning of the applicable reference period; and (2) no Default or Event of Default would be in existence following such designation.

Payments for Consent

The Company will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, pay or cause to be paid any consideration to or for the benefit of any holder of notes for or as an inducement to any consent, waiver or amendment of any of the terms or provisions of the indenture or the notes unless such consideration is offered to be paid and is paid to all holders of the notes that consent, waive or agree to amend in the time frame set forth in the solicitation documents relating to such consent, waiver or agreement.

Reports

Whether or not required by the rules and regulations of the SEC, so long as any notes are outstanding, the Company will furnish to the holders of the notes (or file with the SEC for public availability) within the time periods specified in the SEC's rules and regulations:

(1) all quarterly and annual reports that would be required to be filed with the SEC on Forms 10-Q and 10-K if the Company were required to file such reports, including a "Management's Discussion and Analysis of Financial Condition and Results of Operations" and, with respect to the annual information only, a report thereon by the Company's certified independent accountants; and

(2) all current reports that would be required to be filed with the SEC on Form 8-K if the Company were required to file such reports.

All such reports will be prepared in all material respects in accordance with all of the rules and regulations applicable to such reports. In addition, the Company will file a copy of each of the reports referred to in clauses (1) and (2) above with the SEC for public availability within the time periods specified in the rules and regulations applicable to such reports (unless the SEC will not accept such a filing). To the extent any such information is not furnished within the time periods specified above and such information is subsequently furnished (including upon becoming publicly available, by filing such information with the SEC), the Company shall be deemed to have satisfied its obligations with respect thereto as such time and any Default with respect thereto shall be deemed to have been cured.

If, at any time after consummation of this Exchange Offer, the Company is not subject to the periodic reporting requirements of the Exchange Act for any reason, the Company will nevertheless continue filing the reports specified in the preceding paragraphs of this covenant with the SEC within the time periods specified above unless the SEC will not accept such a filing. The Company will not take any action for the purpose of causing the SEC not to accept any such filings. If notwithstanding the foregoing, the SEC will not accept the Company filings for any reason, the Company will post the reports referred to in the preceding paragraphs on its website within the time periods that would apply if the Company were required to file those reports with the SEC.

If the Company has designated any of its Subsidiaries as Unrestricted Subsidiaries, then the quarterly and annual financial information required by the preceding paragraphs will include a reasonably detailed presentation, cither on the face of the financial statements or in the footnotes thereto, and in Management's Discussion and Analysis of Financial Condition and Results of Operations, of the financial condition and results of operations of the Company and its Restricted Subsidiaries separate from the financial condition and results of operations of the Unrestricted Subsidiaries of the Company.

In addition, the Company and the Guarantors agree that, for so long as any notes remain outstanding, if at any time they are not required to file with the SEC the reports required by the preceding paragraphs, they will furnish to the holders of notes and to securities analysts and prospective investors, upon their request, the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act.

Events of Default and Remedies

Each of the following is an "*Event of Default*":

(1) default for 30 days in the payment when due of interest and Additional Interest, if any, on the notes;

(2) default in the payment when due (at maturity, upon redemption or otherwise) of the principal of, or premium, if any, on, the notes;

(3) failure by the Company or any of its Restricted Subsidiaries for 60 days after notice by the trustee to the Company or by the holders of at least 25% in aggregate principal amount of the notes then outstanding voting as a single class to the Company and the trustee to comply with any of the agreements in the indenture (other than a default referred to in clause (1) or (2) above);

(4) default under any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any Indebtedness for money borrowed by the Company or any of its Restricted Subsidiaries that is a Significant Subsidiary (or the payment of which is guaranteed by the Company or any of its Restricted Subsidiaries that is a Significant Subsidiary), whether such Indebtedness or Guarantee now exists, or is created after the Issue Date, if that default:

(a) is caused by a failure to pay principal of, or premium, if any, on any such Indebtedness at final Stated Maturity (after giving effect to any applicable grace periods) (a "*Payment Default*"); or

(b) results in the acceleration of such Indebtedness prior to its express maturity,

and, in each case, the principal amount of any such Indebtedness, together with the principal amount of any other such Indebtedness under which there has been a Payment Default or the maturity of which has been so accelerated, aggregates $10.0 million or more;

(5) failure by the Company or any of its Restricted Subsidiaries that is a Significant Subsidiary to pay final non-appealable judgments entered by a court or courts of competent jurisdiction aggregating in excess of $10.0 million (other than any judgments covered by indemnities or insurance policies issued by reputable and creditworthy companies), which judgments arc not paid, discharged or stayed, for a period of 60 days, after the applicable judgment becomes final and non-appealable;

(6) except as permitted by the indenture, any Note Guarantee of a Significant Subsidiary is held in any judicial proceeding to be unenforceable or invalid or ceases for any reason to be in full force and effect (except as contemplated by the terms hereof), or any Guarantor, or any Person acting on behalf of any Guarantor, denies or disaffirms its obligations under its Note Guarantee and any such Default continues for 10 days; or

(7) certain events of bankruptcy or insolvency described in the indenture with respect to either of the Company or any of its Restricted Subsidiaries that is a Significant Subsidiary or any group of its Restricted Subsidiaries that, taken together, would constitute a Significant Subsidiary.

In the case of an Event of Default arising from certain events of bankruptcy or insolvency, with respect to either of the Company, any Restricted Subsidiary of the Company that is a Significant Subsidiary or any group of Restricted Subsidiaries of the Company that, taken together, would constitute a Significant Subsidiary, all outstanding notes will become due and payable immediately without further action or notice. If any other Event of Default occurs and is continuing, the trustee or the holders of at least 25% in aggregate principal amount of the then outstanding notes by notice to the Company (with a copy to the trustee if given by holders of notes) may declare all the notes to be due and payable immediately.

Holders of Notes may not enforce the Indenture or the Notes except as provided in the Indenture.

Subject to certain limitations, holders of a majority in aggregate principal amount of the then outstanding notes may direct the trustee in its exercise of any trust or power. The trustee may withhold from holders of the notes notice of any continuing Default or Event of Default if it determines that withholding notice is in their interest, except a Default or Event of Default relating to the payment of principal of, premium on, if any, and interest and Additional Interest, if any.

In the event of a declaration of acceleration of the notes because an Event of Default has occurred and is continuing as a result of the acceleration of any Indebtedness described in clause (4) of the preceding paragraph

(excluding any resulting payment default under the indenture or the notes), the declaration of acceleration of the notes shall be automatically annulled if the holders of all Indebtedness described in clause (4) have rescinded the declaration of acceleration in respect of such Indebtedness within 20 days of the date of such declaration of acceleration of the notes, and if the annulment of the acceleration of the notes would not conflict with any judgment or decree of a court of competent jurisdiction, and all existing Events of Default, except non-payment of principal or interest on the notes that became due solely because of the acceleration of the notes, have been cured or waived.

The indenture provides that if a Default is deemed to occur solely as a consequence of the existence of another Default (the "*Initial Default*"), then, at the time such Initial Default is cured, the Default that resulted solely because of that Initial Default will also be cured without any further action.

Subject to the provisions of the indenture relating to the duties of the trustee, in case an Event of Default occurs and is continuing, the trustee will be under no obligation to exercise any of the rights or powers under the indenture at the request or direction of any holders of notes unless such holders have offered to the trustee reasonable indemnity or security satisfactory to the Trustee against any loss, liability or expense. Except to enforce the right to receive payment of principal, premium, if any, or interest or Additional Interest, if any, when due, no holder of a note may pursue any remedy with respect to the indenture or the notes unless:

(1) such holder has previously given the trustee written notice that an Event of Default has occurred and is continuing;

(2) holders of at least 25% in aggregate principal amount of the then outstanding notes make a written request to the trustee to pursue the remedy;

(3) such holder or holders offer and, if requested, provide to the trustee security or indemnity reasonably satisfactory to the trustee against any loss, liability or expense;

(4) the trustee does not comply with such request within 60 days after receipt of the notice, request and the offer of security or indemnity; and

(5) during such 60-day period, holders of a majority in aggregate principal amount of the then outstanding notes do not give the trustee a direction inconsistent with such request.

The holders of a majority in aggregate principal amount of the then outstanding notes by written notice to the trustee may, on behalf of the holders of all of the notes, rescind an acceleration or waive any existing Default or Event of Default and its consequences under the indenture, if the rescission would not conflict with any judgment or decree, except a continuing Default or Event of Default in the payment of principal of, premium on, if any, or interest or Additional Interest, if any, on, the notes (except nonpayment of principal, premium, if any, or interest on the notes that became due solely because of the acceleration of the notes).

The Company and each Guarantor is required to deliver to the trustee annually a statement regarding compliance with the indenture. Upon becoming aware of any Default or Event of Default, the Company is required to deliver to the trustee a statement specifying such Default or Event of Default.

No Personal Liability of Directors, Officers, Employees and Stockholders

No director, officer, employee, incorporator or stockholder of the Company or any Guarantor, as such, will have any liability for any obligations of the Company or the Guarantors under the notes, the indenture, the Note Guarantees or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each holder of notes by accepting a note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the notes. The waiver may not be effective to waive liabilities under the federal securities laws.

Legal Defeasance and Covenant Defeasance

The Company may at any time, at the option of the Company's Board of Directors evidenced by resolutions set forth in an officers' certificate, elect to have all of the Company's obligations discharged with respect to the outstanding notes and all obligations of the Guarantors discharged with respect to their Note Guarantees ("*Legal Defeasance*") except for:

(1) the rights of holders of outstanding notes to receive payments in respect of the principal of premium on, if any, and interest or Additional Interest, if any, on, such notes when such payments are due from the trust referred to below;

(2) the Company's obligations with respect to the notes concerning issuing temporary notes, registration of transfer of notes, mutilated, destroyed, lost or stolen notes and the maintenance of an office or agency for payment and money for security payments held in trust;

(3) the rights, powers, trusts, duties and immunities of the trustee under the indenture, and the Company's and the Guarantors' obligations in connection therewith; and

(4) the Legal Defeasance and Covenant Defeasance provision of the indenture.

In addition, the Company may, at its option and at any time, elect to have the obligations of the Company and the Guarantors released with respect to certain covenants (including its obligation to make Change of Control Offers and Asset Sale Offers) that are described in the indenture ("*Covenant Defeasance*") and thereafter any omission to comply with those covenants will not constitute a Default or Event of Default with respect to the notes. In the event Covenant Defeasance occurs, all Events of Default described under the caption "—Events of Default and Remedies" (except those relating to payments on the notes, covenants that are not subject to Covenant Defeasance or bankruptcy, receivership, rehabilitation or insolvency events) will no longer constitute an Event of Default with respect to the notes.

In order to exercise either Legal Defeasance or Covenant Defeasance:

(1) the Company must irrevocably deposit with the trustee, in trust, for the benefit of the holders of the notes, cash in U.S. dollars in an amount, non-callable Government Securities, the scheduled payments of principal of and interest thereon will be in an amount, or a combination thereof in amounts, as will be sufficient, in the opinion of a nationally recognized investment bank, appraisal firm or firm of independent public accountants, to pay the principal of, premium on, if any, and interest and Additional Interest, if any, on, the outstanding notes on the stated date for payment thereof or on the applicable redemption date, as the case may be, and all interest and Additional Interest, if any, accrued to such dates, and the Company must specify whether the notes are being defeased to such stated date for payment or to a particular redemption date.

(2) in the case of Legal Defeasance, the Company must deliver to the trustee an opinion of counsel reasonably acceptable to the trustee confirming that (a) the Company has received from, or there has been published by, the Internal Revenue Service a ruling or (b) since the Issue Date, there has been a change in the applicable federal income tax law, in either case to the effect that, and based thereon such opinion of counsel will confirm that, the holders of the outstanding notes will not recognize income, gain or loss for federal income tax purposes as a result of such Legal Defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Legal Defeasance had not occurred;

(3) in the case of Covenant Defeasance, the Company must deliver to the trustee an opinion of counsel reasonably acceptable to the trustee confirming that the holders of the outstanding notes will not recognize income, gain or loss for federal income tax purposes as a result of such Covenant Defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same time, as would have been the case if such Covenant Defeasance had not occurred;

(4) no Default or Event of Default has occurred and is continuing on the date of such deposit (other than a Default or Event of Default resulting from the borrowing of funds to be applied to such deposit (and any similar concurrent deposit relating to other Indebtedness), and the granting of Liens to secure such borrowings);

(5) such Legal Defeasance or Covenant Defeasance will not result in a breach or violation of or constitute a default under, any material agreement or instrument (other than the indenture and the agreements governing any other Indebtedness being defeased, discharged or replaced) to which the Company or any of the Guarantors is a party or by which the Company or any of the Guarantors is bound;

(6) the Company must deliver to the trustee an officers' certificate stating that the deposit was not made by the Company with the intent of preferring the holders of notes over the other creditors of the Company with the intent of defeating, hindering, delaying or defrauding any creditors of the Company or others; and

(7) the Company must deliver to the trustee an officers' certificate and an opinion of counsel, each stating that all conditions precedent relating to the Legal Defeasance or the Covenant Defeasance have been complied with.

Amendment, Supplement and Waiver

Except as provided in the next two succeeding paragraphs, the indenture or the notes or the Note Guarantees may be amended or supplemented with the consent of the holders of at least a majority in aggregate principal amount of the then outstanding notes (including, without limitation, additional notes, if any) voting as a single class (including, without limitation, consents obtained in connection with a tender offer or exchange offer for, or purchase of, the notes), and any existing Default or Event of Default (other than a Default or Event of Default in the payment of the principal of, premium on, if any, or interest or Additional Interest, if any, on, the notes, except a payment default resulting from an acceleration that has been rescinded) or compliance with any provision of the indenture or the notes or the Note Guarantees may be waived with the consent of the holders of at least a majority in aggregate principal amount of the then outstanding notes (including, without limitation, additional notes, if any) voting as a single class (including, without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, notes).

Without the consent of each holder of notes affected, an amendment, supplement or waiver may not (with respect to any notes held by a non-consenting holder):

(1) reduce the principal amount of notes whose holders must consent to an amendment, supplement or waiver;

(2) reduce the principal of or change the fixed maturity of any note or alter or waive any of the provisions relating to the dates on which the notes may be redeemed or the redemption price thereof with respect to the redemption of the notes;

(3) reduce the rate of or change the time for payment of interest, including default interest, on any note;

(4) waive a Default or Event of Default in the payment of principal of, premium on, if any, or interest or Additional Interest, if any, on, the notes (except a rescission of acceleration of the notes by the holders of at least a majority in aggregate principal amount of the then outstanding notes and a waiver of the payment default that resulted from such acceleration);

(5) make any note payable in money other than that stated in the notes;

(6) make any change in the provisions of the indenture relating to waivers of past Defaults or the rights of holders of notes to receive payments of principal of, premium on, if any, or interest or Additional Interest, if any, on, the notes;

(7) modify the obligation of the Company to repurchase notes under the caption "—Repurchase at the Option of Holders," after the date of an event giving rise to such repurchase obligation;

(8) release any Guarantor from any of its obligations under its Note Guarantee or the indenture, except in accordance with the terms of the indenture;

(9) make any change in the preceding amendment and waiver provisions; or

(10) make any change to or modify, the ranking of the notes in respect of right of payment that would adversely affect the holders of the notes.

Notwithstanding the preceding, without the consent of any holder of notes, the Company and the trustee may amend or supplement the indenture, the notes or the Note Guarantees:

(1) to cure any ambiguity, mistake, defect or inconsistency;

(2) to provide for uncertificated notes in addition to or in place of certificated notes;

(3) to provide for the assumption of the Company's or any Guarantor's obligations to holders of notes and Note Guarantees in the case of a merger or consolidation or sale, assignment, transfer, conveyance, lease or other disposition of all or substantially all of the Company's or such Guarantor's assets, as applicable;

(4) to make any change that would provide any additional rights or benefits to the holders of notes or that does not adversely affect the legal rights under the indenture of any holder in any material respects;

(5) to comply with requirements of the SEC in order to effect or maintain the qualification of the indenture under the TIA;

(6) to conform the text of the indenture, the notes or the Note Guarantees to any provision of the section entitled "Description of the Notes" in the Offering Memorandum;

(7) to provide for the issuance of the exchange notes pursuant to the registration rights agreement and the additional notes in accordance with the limitations set forth in the indenture as of the Issue Date;

(8) to allow any Guarantor to execute a supplemental indenture and/or a Note Guarantee with respect to the notes in accordance with the terms of the indenture, to add security to or for the benefit of the notes, or to confirm and evidence the release, termination or discharge of any Note Guarantee or Lien with respect to or securing the notes when such release, termination or discharge is provided for under the indenture; or

(9) to evidence and provide for the acceptance and appointment under the indenture of a successor trustee pursuant to the requirements therefor.

Satisfaction and Discharge

The indenture will be discharged and will cease to be of further effect as to all notes issued thereunder, when:

(1) either:

(a) all notes that have been authenticated, except lost, stolen or destroyed notes that have been replaced or paid and notes for whose payment money has been deposited in trust and thereafter repaid to the Company or discharged from such trust, have been cancelled or delivered to the trustee for cancellation; or

(b) all such notes have become due and payable at final maturity or by reason of the mailing of a notice of redemption or will become due and payable within one year or will be redeemed within one year under arrangements satisfactory to the trustee for the giving of a notice of redemption in the name and at the expense of the Company and the Company or any Guarantor has irrevocably deposited or caused to be deposited with the trustee as trust funds in trust solely for the benefit of the holders, cash in U.S. dollars in an amount, non-callable Government Securities, the scheduled payments of principal of and interest thereon will be in an amount, or a combination thereof in amounts, as will be sufficient (in case Government Securities have been deposited, in the opinion of a nationally recognized investment bank, appraisal firm or firm of independent public accountants), without consideration of any reinvestment of interest, to pay and discharge the entire Indebtedness on such notes for principal of, premium on, if any, and interest and Additional Interest if any, on, the notes to the date of maturity or redemption;

(2) the Company or any Guarantor has paid or caused to be paid all sums payable by it under the indenture; and

(3) the Company has delivered irrevocable instructions to the trustee under the indenture to apply the deposited money toward the payment of the notes at maturity or on the redemption date, as the case may be.

In addition, Company must deliver an officers' certificate and an opinion of counsel to the trustee slating that all conditions precedent to satisfaction and discharge have been satisfied.

Concerning the Trustee

If the trustee becomes a creditor of the Company or any Guarantor, the indenture limits the right of the trustee to obtain payment of claims in certain cases, or to realize on certain property received in respect of any such claim as security or otherwise. The trustee will be permitted to engage in other transactions; however, if it acquires any conflicting interest it must eliminate such conflict within 90 days, apply to the SEC for permission to continue as trustee (if the indenture has been qualified under the TIA) or resign.

The holders of a majority in aggregate principal amount of the then outstanding notes will have the right to direct the time, method and place of conducting any proceeding for exercising any remedy available to the trustee, subject to certain exceptions. The indenture provides that in case an Event of Default has occurred and is continuing, the trustee will be required, in the exercise of its rights and powers under the indenture, to use the same degree of care in their exercise as a prudent man would exercise or use in the conduct of his own affairs. Subject to such provisions, the trustee will be under no obligation to exercise any of its rights or powers under the indenture at the request or direction of any holder of notes, unless such holder has offered to the trustee reasonable indemnity and/or security satisfactory to it against any loss, liability or expense. For example, the trustee may require a Holder to post a bond or other security if such Holder requests the trustee to file a lawsuit against the Company, because the trustee is not required under the indenture to expend or risk its own funds or incur any liability.

Additional Information

Anyone who receives this prospectus may obtain a copy of the indenture without charge by writing to Acadia Healthcare Company, Inc., 830 Crescent Centre Drive, Suite 610, Franklin, Tennessee 37067, Attention: Christopher Howard.

Certain Definitions

Set forth below are certain defined terms used in the indenture. Reference is made to the indenture for a full disclosure of all defined terms used therein, as well as any other capitalized terms used herein for which no definition is provided.

"*Acquired Debt*" means, with respect to any specified Person:

(1) Indebtedness of any other Person existing at the time such other Person is merged with or into or became a Subsidiary of such specified Person, whether or not such Indebtedness is incurred in connection with, or in contemplation of, such other Person merging with or into, or becoming a Restricted Subsidiary of, such specified Person; *provided*, *however*, that any Indebtedness of such acquired Person that is redeemed, defeased, retired or otherwise repaid at the time of or immediately upon consummation of the transactions by which such Person merges with or into or becomes a Subsidiary of such Person shall not be considered to be Acquired Debt; and

(2) Indebtedness secured by a Lien encumbering any asset acquired by such specified Person.

"*Additional Interest*" has the meaning assigned to that term pursuant to the registration rights agreement.

"*Affiliate*" of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, "control," as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise. For purposes of this definition, the terms "controlling," "controlled by" and "under common control with" have correlative meanings.

"*Applicable Premium*" means, with respect to any note on any redemption date, the greater of:

(1) 1.0% of the principal amount of the note; or

(2) the excess of:

(a) the present value at such redemption date of (l) the redemption price of the note at November 1, 2015 (such redemption price being set forth in the table appearing above under the caption "—Optional Redemption"), plus (ii) all required interest payments due on the note through November 1, 2015 (excluding accrued but unpaid interest to the redemption date), computed using a discount rate equal to the Treasury Rate as of such redemption date plus 50 basis points; over

(b) the principal amount of the note.

"*Asset Sale*" means:

(1) the sale, lease, conveyance or other disposition of any assets or rights by the Company or any of its Restricted Subsidiaries; *provided* that the sale, lease, conveyance or other disposition of all or substantially all of the assets of the Company and its Restricted Subsidiaries taken as a whole will be governed by the provisions of the indenture described above under the caption "—Repurchase at the Option of Holders—Change of Control" and/or the covenant described above under the caption "—Certain Covenants—Merger, Consolidation or Sale of Assets" and not by the provisions of the Asset Sale covenant; and

(2) the issuance of Equity Interests (other than directors' qualifying shares or shares or interests required to be held by foreign nationals or third parties to the extent required by applicable law or any Preferred Stock or Disqualified Stock of a Restricted Subsidiary of the Company issued in compliance with the provisions of the indenture described under the caption "—Certain Covenants—Incurrence of Indebtedness and Issuance of Preferred Stock") by any of the Company's Restricted Subsidiaries or the sale by the Company or any of its Restricted Subsidiaries of Equity Interests in any of the Company's Restricted Subsidiaries.

Notwithstanding the preceding, none of the following items will be deemed to be an Asset Sale:

(1) any single transaction that involves assets or Equity Interests having a Fair Market Value of less than $2.5 million;

(2) a transfer of assets between or among the Company and its Restricted Subsidiaries;

(3) an issuance or sale of Equity Interests by a Restricted Subsidiary of the Company to the Company or to another Restricted Subsidiary of the Company or as part of or pursuant to an equity incentive or compensation plan approved by the Board of Directors;

(4) the sale, lease or other transfer of products, inventory, services or accounts receivable in the ordinary course of business, the discount or forgiveness of accounts receivable in the ordinary course of business in connection with the collection or compromise thereof, the disposition of business not comprising the disposition of an entire line of business and any sale or other disposition of surplus, damaged, worn-out or obsolete assets in the ordinary course of business (including the abandonment or other disposition of intellectual property that is, in the reasonable judgment of the Company, no longer economically practicable or commercially reasonable to maintain or useful in any material respect, taken as a whole, in the conduct of the business of the Company and its Restricted Subsidiaries taken as whole);

(5) licenses and sublicenses by the Company or any of its Restricted Subsidiaries of software or intellectual property;

(6) any surrender, termination or waiver of contract rights or settlement, release, recovery on or surrender of contract, tort or other claims in the ordinary course of business;

(7) the granting of Liens not prohibited by the covenant described above under the caption "—Certain Covenants—Liens";

(8) the sale or other disposition of cash or Cash Equivalents;

(9) a Restricted Payment that does not violate the covenant described above under the caption "—Certain Covenants—Restricted Payments" or a Permitted Investment;

(10) leases and subleases and licenses and sublicenses by the Company or any of its Restricted Subsidiaries of real or personal property in the ordinary course of business;

(11) any liquidation or dissolution of a Restricted Subsidiary *provided* that such Restricted Subsidiary's direct parent is also either the Company or a Restricted Subsidiary of the Company and immediately becomes the owner of such Restricted Subsidiary's assets;

(12) [Reserved];

(13) the granting of any option or other right to purchase, lease or otherwise acquire inventory and delinquent accounts receivable in the ordinary course of business;

(14) any issuance or sale of Equity Interests in, or Indebtedness or other securities of, an Unrestricted Subsidiary;

(15) any exchange of assets for assets (including a combination of assets and Cash Equivalents) related to a Permitted Business of comparable or greater market value or usefulness to the business of the Company and its Restricted Subsidiaries as a whole, as determined in good faith by the Company;

(16) the sale, transfer, termination or other disposition of Hedging Obligations incurred in compliance with the indenture;

(17) sales of assets received by the Company or any of its Restricted Subsidiaries upon the foreclosure on a Lien;

(18) any trade-in of equipment by the Company or any Restricted Subsidiary of the Company in exchange for other equipment; *provided* that in the good faith judgment of the Company, the Company or such Restricted Subsidiary receives equipment having a Fair Market Value equal or greater than the equipment being traded in; and

(19) the transfer, sale or other disposition resulting from any involuntary loss of title, involuntary loss or damage to or destruction of, or any condemnation or other taking of, any property or assets of the Company or any Restricted Subsidiary.

"*Asset Sale Offer*" has the meaning assigned to that term in the indenture governing the notes.

"*Beneficial Owner*" has the meaning assigned to such term in Rule 13d-3 and Rule 13d-5 under the Exchange Act, except that in calculating the beneficial ownership of any particular "person" (as that term is used in Section 13(d)(3) of the Exchange Act), such "person" will be deemed to have beneficial ownership of all securities that such "person" has the right to acquire by conversion or exercise of other securities, whether such right is currently exercisable or is exercisable only after the passage of time. The terms "Beneficially Owns" and "Beneficially Owned" have a corresponding meaning.

"*Board of Directors*" means:

(1) with respect to a corporation, the board of directors of the corporation or any committee thereof duly authorized to act on behalf of such board;

(2) with respect to a partnership, the Board of Directors of the general partner of the partnership;

(3) with respect to a limited liability company, the managing member or members or any controlling committee of managing members thereof; and

(4) with respect to any other Person, the board or committee of such Person serving a similar function.

"*Capital Lease Obligation*" means, at the time any determination is to be made, the amount of the liability in respect of a capital lease that would at that time be required to be capitalized on a balance sheet prepared in accordance with GAAP, and the Stated Maturity thereof shall be the date of the last payment of rent or any other amount due under such lease prior to the first date upon which such lease may be prepaid by the lessee without payment of a penalty.

"*Capital Stock*" means:

(1) in the case of a corporation, corporate stock;

(2) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock;

(3) in the case of a partnership or limited liability company, partnership interests (whether general or limited) or membership interests; and

(4) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person, but excluding from all of the foregoing any debt securities convertible into Capital Stock, whether or not such debt securities include any right of participation with Capital Stock.

"*Cash Equivalents*" means:

(1) United States dollars, pounds sterling, euros, the national currency of any participating member state of the European Union or, in the case of any Foreign Subsidiary, such local currencies held by it from time to time in the ordinary course of business;

(2) readily marketable direct obligations of any member of the European Economic Area, Switzerland, or Japan, or any agency or instrumentality thereof or obligations unconditionally guaranteed by the full faith and credit of such country, and, at the time of acquisition thereof, having a credit rating of at least AA- (or the equivalent grade) by Moody's or Aa3 by S&P;

(3) marketable general obligations issued by any state of the United States or any political subdivision thereof or any instrumentality thereof that are guaranteed by the full faith and credit of such state, at the time of acquisition thereof, having a credit rating of at least AA- (or the equivalent grade) by Moody's or Aa3 by S&P;

(4) securities or any other evidence of Indebtedness or readily marketable direct obligations issued or directly and fully guaranteed or insured by the United States government or any agency or instrumentality of the United States government (*provided* that the full faith and credit of the United States is pledged in support of those securities), having maturities of not more than 12 months from the date of acquisition;

(5) certificates of deposit and eurodollar time deposits with maturities of 12 months or less from the date of acquisition, bankers' acceptances with maturities not exceeding 12 months and overnight bank deposits, in each case, with any lender party to the Credit Agreement or with any domestic commercial bank having capital and surplus in excess of $500.0 million;

(6) repurchase obligations for underlying securities of the types described in clauses (4) and (5) above entered into with any financial institution meeting the qualifications specified in clause (5) above;

(7) commercial paper having one of the two highest ratings obtainable from Moody's or S&P and, in each case, maturing within 12 months after the date of acquisition; and

(8) money market funds at least 95% of the assets of which constitute Cash Equivalents of the kinds described in clauses (1) through (7) of this definition.

"*Change of Control*" means the occurrence of any of the following:

(1) the direct or indirect sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the properties or assets of the Company and its Subsidiaries taken as a whole to any Person (including any "person" (as that term is used in Section 13(d)(3) of the Exchange Act)) other than the Permitted Holders; or

(2) the Company becomes aware of (by way of a report or any other filing pursuant to Section 13(d) of the Exchange Act, proxy, vote, written notice or otherwise) the consummation of any transaction (including, without limitation, any merger or consolidation), the result of which is that any Person (including any "person" (as defined above)) other than the Permitted Holders becomes the Beneficial Owner, directly or indirectly, of more than 50% of the total voting power of the Voting Stock of the Company, measured by voting power rather than number of shares.

"*Change of Control Offer*" has the meaning assigned to that term in the indenture governing the notes.

"*Change of Control Payment*" has the meaning assigned to that term in the indenture governing the notes.

"*Change of Control Payment Date*" has the meaning assigned to that term in the indenture governing the notes.

"*Consolidated EBITDA*" means, with respect to any specified Person for any period, the Consolidated Net Income of such Person for such period *plus*, without duplication:

(1) provision for taxes based on income, profits or capital (including state franchise taxes and similar taxes in the nature of income tax) of such Person and its Restricted Subsidiaries for such period, franchise taxes and foreign withholding taxes and including an amount equal to the tax distributions actually made to the holders of the Capital Stock of such Person or any direct or indirect parent of such Person in respect of such period in accordance with clause (3) of the definition of "Permitted Payments to Parent," as though such amounts had been paid as income taxes directly by such Person, in each case, to the extent that such provision for taxes was deducted in computing such Consolidated Net Income; *plus*

(2) the consolidated depreciation and amortization expense of such Person and its Restricted Subsidiaries for such period (including amortization of intangibles, deferred financing fees, debt issuance costs, commissions, fees and expenses), to the extent such expenses were deducted in computing such Consolidated Net Income; *plus*

(3) the Fixed Charges of such Person and its Restricted Subsidiaries for such period, to the extent that such Fixed Charges were deducted in computing such Consolidated Net Income; *plus*

(4) any other consolidated non-cash charges of such Person and its Restricted Subsidiaries for such period, to the extent that such consolidated non-cash charges were included in computing such Consolidated Net Income; *provided* that if any such non-cash charge represents an accrued or reserve for anticipated cash charges in future period, the cash payment in respect thereof in such future period shall be subtracted from Consolidated EBITDA to such extent, and excluding amortization of a prepaid cash item that was paid in a prior period; *plus*

(5) any expenses in connection with earn-out obligations of such person and its Restricted Subsidiaries for such period, to the extent that such expenses were deducted in computing such Consolidated Net Income; *plus*

(6) losses in respect of post-retirement benefits of such Person, as a result of the application of ASC 715, Compensation—Retirement Benefits, to the extent that such losses were deducted in computing such Consolidated Net Income; *plus*

(7) any proceeds from business interruption insurance received by such Person during such period, to the extent the associated losses arising out of the event that resulted in the payment of such business interruption insurance proceeds were included in computing Consolidated Net Income; *plus*

(8) any expense to the extent that a corresponding amount is received during such period in cash by the Company or any Restricted Subsidiary under any agreement providing for indemnification or reimbursement of such expense; *plus*

(9) (a) the non-cash portion of rent expenses *minus* (b) the cash portion of rent expense which exceeds the amount expensed in respect of such rent expense, except for the impact of landlord construction allowance amortization; *plus*

(10) expenses and loss incurred through December 31, 2012 with respect to the Company's facility in Tampa Bay, Florida in an amount not to exceed $1.25 million; *plus*

(11) rent expense with respect to the Company's Capstone Academy facility in an aggregate amount not to exceed $0.7 million; *plus*

(12) any losses due to the application of FAS 160, Non-Controlling Interests in Consolidated Financial Statements, to the extent that such losses were deducted in computing such Consolidated Net Income; *minus*

(13) the amount of any gain in respect of post-retirement benefits as a result of the application of ASC 715, Compensation—Retirement Benefits, to the extent such gains were taken into account in computing such Consolidated Net Income; *minus*

(14) non-cash gains increasing such Consolidated Net Income for such period, other than the accrual of revenue in the ordinary course of business and other than reversals of an accrual or reserve for a potential cash item that reduced Consolidated EBITDA in any prior period,

in each case, on a consolidated basis and determined in accordance with GAAP.

"*Consolidated Net Income*" means, with respect to any specified Person for any period, the aggregate of the net income (loss) of such Person and its Restricted Subsidiaries for such period, on a consolidated basis, determined in accordance with GAAP and without any reduction in respect of Preferred Stock dividends; *provided* that:

(1) any after-tax effect of all extraordinary, nonrecurring or unusual gains or losses or income or expenses (including any financial advisory fees, accounting fees, legal fees and other similar advisory and consulting fees (including the Management Services Termination Fees), management fees, transaction fees and expenses incurred as a result of the Transactions and any amortization thereafter) or any restructuring charges or reserves, including, without limitation, any expenses related to any reconstruction, recommissioning or reconfiguration of fixed assets for alternate uses, retention, severance, system establishment cost, contract termination costs, costs to consolidate or close facilities and relocate employees, integration costs, will be excluded;

(2) any expenses, costs or charges incurred, or any amortization thereof for such period, in connection with any Equity Offering, Permitted Investment, acquisition, disposition, recapitalization or incurrence or repayment of Indebtedness permitted under the indenture, including a refinancing thereof (in each case whether or not successful) (including any such costs and charges incurred in connection with the Transactions), and all gains and losses realized in connection with any business disposition or any disposition of assets outside the ordinary course of business or the disposition of securities or the early extinguishment of Indebtedness or Hedging Obligations or other derivative instruments, together with any related provision for taxes on any such gain, loss, income or expense will be excluded;

(3) the net income (or loss) of any Person that is not a Restricted Subsidiary or that is accounted for by the equity method of accounting will be excluded, *provided* that the income of such Person will be included to the extent of the amount of dividends or similar distributions paid in cash (or converted to cash) to the specified Person or a Restricted Subsidiary of the Person;

(4) the net income (or loss) of any Person and its Restricted Subsidiaries will be calculated without deducting the income attributed to, or adding the losses attributed to, the minority equity interests of third parties in any non-wholly owned Restricted Subsidiary except to the extent of the dividends paid in cash (or convertible into cash) during such period on the shares of Capital Stock of such Restricted Subsidiary held by such third parties;

(5) solely for the purpose of the covenant described above under the caption "—Certain Covenants—Restricted Payments," the net income (but not loss) of any Restricted Subsidiary (other than a Guarantor) will be excluded to the extent that the declaration or payment of dividends or similar distributions by that Restricted Subsidiary of that net income is not at the date of determination permitted without any prior governmental approval (that has not been obtained) or, directly or indirectly, by operation of the terms of its charter or any agreement, instrument, judgment, decree, order, statute, rule or governmental regulation applicable to that Restricted Subsidiary or its stockholders, unless such restrictions with respect to the payment of dividends or similar distributions have been legally waived; *provided* that the Consolidated Net Income of such Person will be increased by the amount of dividends or distributions or other payments actually paid in cash (or converted to cash) by any such Restricted Subsidiary to such Person in respect of such period, to the extent not already included therein;

(6) the cumulative effect of any change in accounting principles will be excluded;

(7) (a) any non-cash expenses resulting from the grant or periodic remeasurement of stock options, restricted stock grants or other equity incentive programs (including any stock appreciation and similar rights) and (b) any costs or expenses incurred pursuant to any management equity plan or stock option plan or other management or employee benefit plan or agreement or any stock subscription or shareholder agreement, to the extent, in the case of clause (b), that such costs or expenses are funded with cash proceeds contributed to the common equity capital of the Company or a Restricted Subsidiary of the Company, will be excluded;

(8) the effect of any non-cash impairment charges or write-ups, write-downs or write-offs of assets or liabilities resulting from the application of GAAP and the amortization of intangibles arising from the application of GAAP, including pursuant to ASC 805, *Business Combinations*, ASC 350, *Intangibles—Goodwill and Other*, or ASC 360, *Property, Plant and Equipment*, as applicable, will be excluded;

(9) any net after-tax income or loss from disposed, abandoned or discontinued operations and any net after-tax gains or losses on disposed, abandoned or discontinued, transferred or closed operations will be excluded;

(10) any increase in amortization or depreciation, or effect of any adjustments to inventory, property, plant or equipment, software, goodwill and other intangibles, debt line items, deferred revenue or rent expense, any one time cash charges or other effects, in each case, resulting from purchase accounting in connection with the Transactions or any other acquisition prior to or following the Issue Date will be excluded;

(11) an amount equal to the tax distributions actually made to the holders of the Capital Stock of such Person or any direct or indirect parent of such Person in respect of such period in accordance with clause (3) of the definition of "Permitted Payments to Parent" will be included as though such amounts had been paid as income taxes directly by such Person for such period;

(12) any net gain or loss from Hedging Obligations or in connection with the early extinguishment of Hedging Obligations (including of ASC 815, *Derivatives and Hedging*) shall be excluded; and

(13) accruals and reserves that are established or adjusted within 12 months after the Issue Date that are so required to be established as a result of the Transactions in accordance with GAAP shall be excluded.

"*Continuing*" means, with respect to any Default or Event of Default, that such Default or Event of Default has not been cured or waived.

"*Credit Agreement*" means that certain Credit Agreement, dated as of April 1, 2011, among Acadia Healthcare Company, Inc. (f/k/a Acadia Healthcare Company, LLC), the guarantors identified therein, the lenders identified therein and Bank of America, N.A., as administrative agent (as amended by the First

Amendment thereto, dated as of July 12, 2011, and the Second Amendment thereto, dated as of July 12, 2011) and including any related notes, Guarantees, collateral documents, mortgages, instruments and agreements executed in connection therewith, and, in each case, as further amended, restated, modified, renewed, extended, refunded, replaced in any manner (whether upon or after termination or otherwise) or refinanced (including by means of sales of debt securities to investors) in whole or in part from time to time, in one or more agreements or indentures (in each case with the same or new agents, lenders or investors), including any agreement adding or changing the borrower or any guarantor or extending the maturity thereof or otherwise restructuring all or any portion of the Indebtedness thereunder, restructuring lien priorities, increasing the amount loaned or issued thereunder or changing the obligations secured or altering the maturity thereof.

"*Credit Facilities*" means, (a) one or more debt facilities (including, without limitation, the Credit Agreement) or commercial paper facilities, in each case, with banks or other institutional lenders providing for revolving credit loans, term loans, receivables financing (including through the sale of receivables to such lenders or to special purpose entities formed to borrow from such lenders against such receivables) or letters of credit, (b) debt securities, indentures, bonds, notes or other forms of debt financing (including convertible or exchangeable debt instruments or bank guarantees or bankers' acceptances) sold to investors, or (c) instruments or agreements evidencing any other Indebtedness, in each case with banks or other lenders or investors (including without limitation, any private equity fund) and, in each case, with the same or different borrowers or issuers and, in each case, as amended, supplemented, modified, extended, restructured, renewed, refinanced, restated, replaced or refunded in whole or in part from time to time, in one or more agreements or indentures (in each case with the same or new agents, lenders or investors), including any agreement adding or changing the borrower or any guarantor or extending the maturity thereof or otherwise restructuring all or any portion of the Indebtedness thereunder, restructuring lien priorities, increasing the amount loaned or issued thereunder or changing the obligations secured or altering the maturity thereof.

"*Default*" means any event that is, or with the passage of time or the giving of notice or both would be, an Event of Default.

"*Designated Non-cash Consideration*" means the Fair Market Value of non-cash consideration received by the Company or one of its Restricted Subsidiaries in connection with an Asset Sale that is so designated as Designated Non-cash Consideration pursuant to an officer's certificate, setting forth the basis of such valuation, less the amount of Cash Equivalents received in connection with a subsequent sale of such Designated Non-cash Consideration.

"*Designated Preferred Stock*" means Preferred Stock of the Company or any direct or indirect parent of the Company (other than Disqualified Stock), that is issued for cash (other than to the Company or any of its Subsidiaries or an employee stock plan or trust established by the Company or any of its Subsidiaries) and is so designated as Designated Preferred Stock, pursuant to an officer's certificate, on the date of issuance thereof, the cash proceeds of which are excluded from the calculation set forth in clause (c) of the covenant described under the caption "—Certain Covenants—Restricted Payments."

"*Disqualified Stock*" means any Capital Stock that, by its terms (or by the terms of any security into which it is convertible, or for which it is exchangeable, in each case, at the option of the holder of the Capital Stock), or upon the happening of any event, matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or is redeemable at the option of the holder of the Capital Stock, in whole or in part, on or prior to the date that is 91 days after the date on which the notes mature; *provided*, *however*, that only the portion of Capital Stock which so matures or is mandatorily redeemable, is so convertible or exchangeable or is so redeemable at the option of the holder thereof prior to such date will be deemed to be Disqualified Stock; *provided*, *further*, *however*, that if such Capital Stock is issued to any employee or to any plan for the benefit of employees of the Company, any direct or indirect parent of the Company, or the Company's Restricted Subsidiaries or by any such plan to such employees, such Capital Stock will not constitute Disqualified Stock solely because it may be required to be repurchased by the Company in order to satisfy applicable statutory or

regulatory obligations or as a result of such employee's termination, death or disability; *provided*, *further*, that any class of Capital Stock of such Person that by its terms authorizes such Person to satisfy its obligations thereunder by delivery of Capital Stock that is not Disqualified Stock will not be deemed to be Disqualified Stock.

"*Domestic Subsidiary*" means any Restricted Subsidiary of the Company that was formed under the laws of the United States or any state of the United States or the District of Columbia.

"*Equity Interests*" means Capital Stock and all warrants, options or other rights to acquire Capital Stock (but excluding any debt security that is convertible into, or exchangeable for, Capital Stock).

"*Equity Offering*" means a public or private sale either (1) of Equity Interests of the Company by the Company (other than Disqualified Stock and other than to a Subsidiary of the Company or any direct or indirect parent of the Company) or (2) of Equity Interests of a direct or indirect parent of the Company (other than to the Company, a Subsidiary of the Company or any direct or indirect parent of the Company), in each case other than public offerings with respect to the Company's or any direct or indirect parent company's common stock registered on Form S-8.

"*Existing Indebtedness*" means all Indebtedness of the Company and its Subsidiaries (other than Indebtedness under the Credit Agreement) in existence on the Issue Date.

"*Fair Market Value*" means the value (which, for the avoidance of doubt, will take into account any liabilities, contingent or otherwise, associated with related assets) that would be paid by a willing buyer to an unaffiliated willing seller in an arm's-length transaction, determined in good faith by the Board of Directors of the Company (unless otherwise provided in the indenture).

"*Fixed Charge Coverage Ratio*" means with respect to any specified Person for any period, the ratio of the Consolidated EBITDA of such Person for such period to the Fixed Charges of such Person for such period. In the event that the specified Person or any of its Restricted Subsidiaries incurs, assumes, Guarantees, repays, repurchases, redeems, defeases or otherwise discharges any Indebtedness (other than in the case of revolving credit borrowings, in which case interest expense will be computed based upon the average daily balance of such Indebtedness during the applicable period) or issues, repurchases or redeems Preferred Stock subsequent to the commencement of the period for which the Fixed Charge Coverage Ratio is being calculated and on or prior to the date on which the event for which the calculation of the Fixed Charge Coverage Ratio is made (the "*Calculation Date*"), then the Fixed Charge Coverage Ratio will be calculated giving pro forma effect (as determined in good faith by the Company, as certified in an officers' certificate delivered to the trustee) to such incurrence, assumption, Guarantee, repayment, repurchase, redemption, defeasance or other discharge of Indebtedness, or such issuance, repurchase or redemption of Preferred Stock, and the use of the proceeds therefrom, as if the same had occurred at the beginning of the applicable four-quarter reference period.

For purposes of making the computations referred to above, if Investments, acquisitions, dispositions, mergers, consolidations and discontinued operations (as determined in accordance with GAAP) are made after the Issue Date and during the four-quarter reference period or subsequent to such reference period and on or prior to or simultaneously with the Calculation Date (each, for purposes of this definition, a "*pro forma event*"), then the Fixed Charge Coverage Ratio will be calculated on a pro forma basis assuming that all such Investments, acquisitions, dispositions, mergers, consolidations, discontinued operations and operational changes (and the change of any associated fixed charge obligations and the change in Consolidated EBITDA resulting therefrom) had occurred on the first day of the four-quarter reference period. If since the beginning of such period any Person that subsequently became a Restricted Subsidiary of the Company or was merged with or into the Company or any Restricted Subsidiary of the Company since the beginning of such period will have made or effected any Investment, acquisition, disposition, merger, consolidation or discontinued operation, then the Fixed Charge Coverage Ratio will be calculated giving pro forma effect thereto for such period as if such Investment,

acquisition, disposition, merger, consolidation, discontinued operation, or operational change had occurred at the beginning of the applicable four-quarter period.

For purposes of this definition, whenever pro forma effect is to be given to any pro forma event, the pro forma calculations will be made in good faith by a responsible financial or accounting officer of the Company. If any Indebtedness bears a floating rate of interest and is being given pro forma effect, the interest on such Indebtedness will be calculated as if the rate in effect on the Calculation Date had been the applicable rate for the entire period (taking into account any Hedging Obligations applicable to such Indebtedness if such Hedging Obligations have a remaining term in excess of 12 months as of the Calculation Date). For purposes of this definition, interest on a Capital Lease Obligation will be deemed to accrue at an interest rate reasonably determined by a responsible financial or accounting officer of the Company to be the rate of interest implicit in such Capital Lease Obligation in accordance with GAAP. For purposes of making the computation referred to above, interest on any Indebtedness under a revolving credit facility computed on a pro forma basis will be computed based upon the average daily balance of such Indebtedness during the applicable period. Interest on Indebtedness that may optionally be determined at an interest rate based upon a factor of a prime or similar rate, a eurocurrency interbank offered rate, or other rate, will be deemed to have been based upon the rate actually chosen, or, if none, then based upon such optional rate chosen as the Company may designate. Any pro forma calculations made pursuant to this definition may include adjustments appropriate, in the reasonable determination of the Company, as set forth in an officers' certificate delivered to the trustee, to reflect adjustments calculated to give effect to any Pro Forma Cost Savings.

"*Fixed Charges*" means, with respect to any specified Person for any period, the sum, without duplication, of:

(1) the consolidated interest expense of such Person and its Restricted Subsidiaries for such period, whether paid or accrued, to the extent such expense was deducted in computing Consolidated Net Income, including, without limitation, amortization of OID, the interest component of all payments associated with Capital Lease Obligations, and the net of the effect of all payments made or received pursuant to Hedging Obligations in respect of interest rates (but excluding any non-cash interest expense attributable to the market-to-market valuation of Hedging Obligations or other derivatives pursuant to GAAP) and excluding amortization or write-off of deferred financing fees and expensing of any other financing fees, including any expensing of bridge or commitment fees, and the non-cash portion of interest expense resulting from the reduction in the carrying value under purchase accounting of the Company's outstanding Indebtedness; *provided* that, for purposes of calculating consolidated interest expense, no effect will be given to the discount and/or premium resulting from the bifurcation of derivatives under ASC 815, *Derivatives and Hedging* as a result of the terms of the Indebtedness to which such consolidated interest expense applies; *plus*

(2) the consolidated interest expense of such Person and its Restricted Subsidiaries that was capitalized during such period; *plus*

(3) all cash dividends, whether paid or accrued, on any series of Preferred Stock of such Person or any of its Restricted Subsidiaries, excluding items eliminated in consolidation, in each case, determined on a consolidated basis in accordance with GAAP; *minus*

(4) the consolidated interest income of such Person and its Restricted Subsidiaries for such period, whether received or accrued, to the extent such income was included in determining Consolidated Net Income.

"*Foreign Subsidiary* means any Restricted Subsidiary of the Company that is not a Domestic Subsidiary and any direct or indirect Subsidiary of such Restricted Subsidiary.

"*GAAP*" means generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and

pronouncements of the Financial Accounting Standards Board Accounting Standards Codification or in such other statements by such other entity as have been approved by a significant segment of the accounting profession, which are in effect on the Issue Date, except with respect to any reports or financial information required to be delivered pursuant to the covenant described above under the caption "—Certain Covenants—Reports," which shall be prepared in accordance with GAAP as in effect on the date thereof. For the purposes of the indenture, the term "consolidated," with respect to any Person, shall mean such Person consolidated with its Restricted Subsidiaries, and shall not include any Unrestricted Subsidiary, but the interest of such Person in an Unrestricted Subsidiary will be accounted for as an Investment.

"*Government Securities*" has the meaning assigned to that term in the indenture governing the notes.

"*Guarantee*" means a guarantee other than by endorsement of negotiable instruments for collection in the ordinary course of business, direct or indirect, in any manner including, without limitation, by way of a pledge of assets or through letters of credit or reimbursement agreements in respect thereof, of all or any part of any Indebtedness (whether arising by virtue of partnership arrangements, or by agreements to keep-well, to purchase assets, goods, securities or services, to take or pay or to maintain financial statement conditions or otherwise).

"*Guarantors*" means:

(1) each direct or indirect Domestic Subsidiary of the Company on the Issue Date; and

(2) any other Subsidiary of the Company that executes a Note Guarantee in accordance with the provisions of the indenture;

and their respective successors and assigns, in each case, until the Note Guarantee of such Person has been released in accordance with the provisions of the indenture.

"*Hedging Obligations*" means, with respect to any specified Person, the obligations of such Person under:

(1) interest rate swap agreements (whether from fixed to floating or from floating to fixed), interest rate cap agreements and interest rate collar agreements;

(2) other agreements or arrangements designed to manage interest rates or interest rate risk; and

(3) other agreements or arrangements designed to protect such Person against fluctuations in currency exchange rates or commodity prices.

"*HUD Financing*" means Indebtedness of HUD Financing Subsidiaries that is insured by the Federal Housing Administration, an organizational unit of the United States Department of Housing and Urban Development.

"*HUD Financing Subsidiary*" means any Domestic Subsidiary formed solely for the purpose of holding assets pledged as security in connection with any HUD Financing; *provided* that the designation of a Domestic Subsidiary as a HUD Financing Subsidiary shall be evidenced by an Officers' Certificate stating that such Domestic Subsidiary shall be designated as a HUD Financing Subsidiary and certifying that the sole purpose of such HUD Financing Subsidiary shall be to hold assets pledged as security in connection with HUD Financing and that the incurrence of the HUD Financing complies with the provisions of covenant described above under the caption "—Certain Covenants—Incurrence of Indebtedness and Issuance of Preferred Stock."

"*Indebtedness* " means, with respect to any specified Person, any indebtedness of such Person (excluding accrued expenses and trade payables, deferred compensation, deferred rent (other than for Capital Lease Obligations), and landlord allowances), whether or not contingent:

(1) in respect of borrowed money;

(2) evidenced by bonds, notes, debentures or similar instruments or letters of credit (or reimbursement agreements in respect thereof);

(3) in respect of banker's acceptances;

(4) representing Capital Lease Obligations;

(5) representing the balance of deferred and unpaid purchase price of any property or services due more than 60 days after such property is acquired or such services are completed; or

(6) representing any Hedging Obligations,

if and to the extent any of the preceding items (other than letters of credit and Hedging Obligations) would appear as a liability upon a balance sheet of the specified Person prepared in accordance with GAAP. In addition, the term "Indebtedness" includes all Indebtedness of others secured by a Lien on any asset of the specified Person (whether or not such Indebtedness is assumed by the specified Person) and, to the extent not otherwise included, the Guarantee by the specified Person of any Indebtedness of any other Person; *provided* that contingent obligations incurred in the ordinary course of business shall be deemed not to constitute Indebtedness. Indebtedness shall be calculated without giving effect to the effects of ASC 815, *Derivatives and Hedging* and related interpretations to the extent such effects would otherwise increase or decrease an amount of Indebtedness for any purpose under the indenture as a result of accounting for any embedded derivatives created by the terms of such Indebtedness.

"*Independent Financial Advisor*" means an accounting, appraisal or investment banking firm or consultant to Persons engaged in a Permitted Business, in each case of nationally recognized standing that is, in the good faith determination of the Company, qualified to perform the task for which it has been engaged.

"*Insurance Subsidiary*" means any future Subsidiary of the Company engaged solely in one or more of the general liability, professional liability, health and benefits and workers compensation and any other insurance businesses, providing insurance coverage for the Company, its Subsidiaries and any of its direct or indirect parents and the respective employees, officers or directors thereof.

"*Investment Grade Securities*" means:

(1) securities issued or directly and fully guaranteed or insured by the U.S. government or any agency or instrumentality thereof (other than Cash Equivalents) and in each case with maturities not exceeding two years from the date of acquisition;

(2) securities that have a rating equal to or higher than Baa3 (or the equivalent) by Moody's or BBB-(or the equivalent) by S&P, or an equivalent rating by any other "nationally recognized statistical rating organization" within the meaning of Rule 15c3-l(c)(2)(vi)(F) under the Exchange Act;

(3) investments in any fund that invests at least 95% of its assets in investments of the type described in clauses (1) and (2) which fund may also hold immaterial amounts of cash pending investment and/or distribution; and

(4) corresponding instruments in countries other than the United States customarily utilized for high quality investments and in each case with maturities not exceeding two years from the date of acquisition.

"*Investments*" means, with respect to any Person, all direct or indirect investments by such Person in other Persons (including Affiliates) in the form of loans (including Guarantees), advances or capital contributions (excluding accounts receivable, trade credit and advances to customers and commission, travel, relocation and similar advances to officers and employees made in the ordinary course of business), purchases or other acquisitions for consideration of Indebtedness, Equity Interests or other securities issued by any other Person, together with all items that are required to be classified as investments on a balance sheet prepared in accordance with GAAP in the same manner as the other investments included in this definition to the extent such transactions involve the transfer of cash or other property. If the Company or any Restricted Subsidiary of the Company sells or otherwise disposes of any Equity Interests of any direct or indirect Restricted Subsidiary of the Company such that, after giving effect to any such sale or disposition, such Person is no longer a Restricted Subsidiary of the Company, the Company will be deemed to have made an Investment on the date of any such sale or disposition equal to the Fair Market Value of the Company's Investments in such Subsidiary that were not sold or disposed of in an amount determined as provided in the penultimate paragraph of the covenant described above under the caption "—Certain Covenants—Restricted Payments." The acquisition by the Company or any Restricted Subsidiary of the Company of a Person that holds an Investment in a third Person will be deemed to be an Investment by the Company or such Restricted Subsidiary in such third Person in an amount equal to the Fair-Market Value of the Investments held by the acquired Person in such third Person in an amount determined as provided in the penultimate paragraph of the covenant described above under the caption "—Certain Covenants—Restricted Payments." Except as otherwise provided in the indenture, the amount of an Investment will be determined at the time the Investment is made and without giving effect to subsequent changes in value. Notwithstanding anything in this Description of the Exchange Notes to the contrary, for purposes of the covenant described above under the caption "—Certain Covenants—Restricted Payments":

(1) "Investments" shall include the portion (proportionate to the Company's equity interest in such Subsidiary) of the Fair Market Value of the net assets of a Subsidiary of the Company at the time that such Subsidiary is designated an Unrestricted Subsidiary; *provided*, *however*, that upon a redesignation of such Subsidiary as a Restricted Subsidiary of the Company, the Company shall be deemed to continue to have a permanent "Investment" in an Unrestricted Subsidiary equal to an amount (if positive) equal to:

(a) the Company's "Investment" in such Subsidiary at the time of such redesignation; *minus*

(b) the portion (proportionate to the Company's equity interest in such Subsidiary) of the Fair Market Value of the net assets of such Subsidiary at the time of such redesignation; and

(2) any property transferred to or from an Unrestricted Subsidiary shall be valued at its Fair Market Value at the time of such transfer, in each case as determined in good faith by the Board of Directors of the Company.

"*Issue Date*" means November 1, 2011.

"*Lien*" means, with respect to any asset, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected under applicable law, including any conditional sale or other title retention agreement, and any financing lease in the nature thereof.

"*Management Services Termination Fees*" means the fees payable to the Waud Capital Partners, L.L.C. pursuant to the termination agreement in respect of the professional services agreement by and between Waud Capital Partners, L.L.C. and Parent.

"*Merger*" means the merger of Merger Sub with and into PHC, Inc. pursuant to the Merger Agreement.

"*Merger Agreement*" means the Agreement and Plan of Merger, by and among the Company, Merger Sub and PHC, Inc., dated as of May 23, 2011.

"*Merger Sub*" means Acadia Merger Sub, LLC, a Delaware limited liability company.

"*Moody's*" means Moody's Investors Service, Inc.

"*Net Proceeds*" means the aggregate cash proceeds and Cash Equivalents received by the Company or any of its Restricted Subsidiaries in respect of any Asset Sale (including, without limitation, any cash or Cash Equivalents received upon the sale or other disposition of any Designated Non-cash Consideration received in any Asset Sale, but excluding the assumption by the acquiring Person of Indebtedness relating to the disposed asset or other consideration received in any other non-cash form), net of the costs relating to such Asset Sale and the sale or disposition of such Designated Non-cash Consideration, including, without limitation, legal, accounting and investment banking fees, discounts and sales commissions, and any relocation expenses incurred as a result of the Asset Sale, taxes paid or payable as a result of the Asset Sale, in each case, after taking into account any available tax credits or deductions and any tax sharing arrangements, amounts applied to the repayment of principal, premium (if any) and interest on Indebtedness that is secured by the property or the assets that are the subject of such Asset Sale or that is otherwise required (other than pursuant to the fifth paragraph of the covenant described above under the caption "—Repurchase at the Option of Holders—Asset Sales") to be paid as a result of such transaction, and any deduction of appropriate amounts to be provided by the Company as a reserve in accordance with GAAP against any liabilities associated with the asset disposed of in such transaction and retained by the Company after such sale or other disposition thereof, including, without limitation, pension and other post-employment benefit liabilities and liabilities related to environmental matters or against any indemnification obligations associated with such transaction, and any funded escrow established pursuant to the documents evidencing any such sale or disposition to secure any indemnification obligations or adjustments to the purchase price associated with any such sale or disposition (provided that to the extent that any amounts are released from such escrow to the Company or a Restricted Subsidiary, such amounts net of any related expenses shall constitute Net Proceeds).

"*Non-Recourse Debt*" means Indebtedness:

(1) as to which neither the Company, nor any of the Company's Restricted Subsidiaries (a) provides credit support of any kind (including any undertaking, agreement or instrument that would constitute Indebtedness) or (b) is directly or indirectly liable as a guarantor or otherwise; and

(2) as to which the lenders have been notified in writing that they will not have any recourse to the stock or assets of the Company, or any of the Company's Restricted Subsidiaries (other than the Equity Interests of an Unrestricted Subsidiary).

"*Note Guarantee*" means the Guarantee by each Guarantor of the Company's obligations under the indenture and the notes, executed pursuant to the provisions of the indenture.

"*Obligations*" means any principal, interest, penalties, fees, indemnifications, reimbursements, damages and other liabilities payable under the documentation governing any Indebtedness; *provided* that Obligations with respect to the notes shall not include fees or indemnifications in favor of the trustee and other third parties other than the holders of the notes.

"*Offering Memorandum*" means the final offering memorandum dated October 27, 2011 covering the offer and sale of the Outstanding Notes.

"*Parent*" means Acadia Healthcare Holdings, LLC.

"*Permitted Asset Swap*" means the substantially concurrent purchase and sale or exchange of Related Business Assets or a combination of Related Business Assets and cash and Cash Equivalents; *provided*, that any cash and Cash Equivalents received are applied in accordance with the covenant described under the caption "—Repurchase at the Option of Holders—Asset Sales."

"*Permitted Business*" means any business that is the same as, or reasonably related, ancillary or complementary to, any of the businesses in which the Company and its Restricted Subsidiaries are engaged on the Issue Date, including the ownership, operation and/or management of hospitals, outpatient clinics, group homes, medical and surgical assets or other facilities or assets that are used or useful in or related to the provision of health care services, education and support services, addiction treatment programs or similar services, or in connection with the ownership, operation and/or management of such hospitals, outpatient clinics, group homes, medical and surgical assets or other facilities or assets ancillary to the provision of health care services, education and support services, addiction treatment programs or similar services or information or the investment in or management, lease or operation of hospitals, outpatient clinics, group homes or medical and surgical assets.

"*Permitted Holders*" mean (i) each of the Principals, Joey Jacobs and Brent Turner (ii) any Related Party of any of the foregoing persons, (iii) any Person that has no material assets other than the Capital Stock of the Company or any direct or indirect parent of the Company, and, directly or indirectly, holds or acquires 100% of the total voting power of the Voting Stock of the Company, and of which no other Person or group (in each case within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act, or any successor provision), other than any Permitted Holder specified in clause (i) or (ii) above, holds 50% or more of the total voting power of the Voting Stock thereof, and (iv) any group (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act, or any successor provision) the members of which include any Permitted Holder specified in clause (i), or (ii) above and that, directly or indirectly, holds or acquires beneficial ownership of the Voting Stock of the Company or any direct or indirect parent of the Company (a "*Permitted Holder Group*"); *provided* that (1) each member of the Permitted Holder Group has voting rights proportional to the percentage of ownership interests held or acquired by such member and (2) no Person or other group (other than a Permitted Holder specified in clause (i) or (ii) above) beneficially owns 50% or more on a fully diluted basis of the Voting Stock held by the Permitted Holder Group. Any person or group, together with its Affiliates, whose acquisition of beneficial ownership constitutes a Change of Control in respect of which a Change of Control Offer is made in accordance with the requirements of the indenture will thereafter constitute an additional Permitted Holder.

"*Permitted Investments*" means:

(1) any Investment in the Company (including in the notes) or in a Restricted Subsidiary of the Company;

(2) any Investment in cash, Cash Equivalents or Investment Grade Securities;

(3) any Investment by the Company or any Restricted Subsidiary of the Company in a Person, if as a result of such Investment:

(a) such Person becomes a Restricted Subsidiary of the Company; or

(b) such Person is merged, consolidated or amalgamated with or into, or transfers or conveys substantially all of its assets to, or is liquidated into, the Company or a Restricted Subsidiary of the Company;

(4) any Investment made as a result of the receipt of non-cash consideration from an Asset Sale that was made in compliance with the covenant described above under the caption "—Repurchase at the Option of Holders—Asset Sales";

(5) any acquisition of assets or Capital Stock solely in exchange for, or out of the proceeds of, the issuance of Equity Interests (other than Disqualified Stock) of the Company or of any direct or indirect parent of the Company;

(6) any Investments received in compromise or resolution of (A) obligations of trade creditors or customers that were incurred in the ordinary course of business of the Company or any of its Restricted Subsidiaries, including pursuant to any plan of reorganization or similar arrangement upon the bankruptcy or insolvency of any trade creditor or customer; or (B) litigation, arbitration or other disputes;

(7) Investments represented by Hedging Obligations in the ordinary course of business and not for speculative purposes;

(8) Loans or advances to employees made in the ordinary course of business of the Company or any Subsidiary of the Company in an aggregate principal amount not to exceed $1.0 million at any one time outstanding;

(9) repurchases of the notes;

(10) any guarantee of Indebtedness permitted to be incurred by the covenant described above under the caption "—Certain Covenants—Incurrence of Indebtedness and Issuance of Preferred Stock";

(11) any Investment existing on, or made pursuant to binding commitments existing on, the Issue Date and any Investment consisting of an extension, modification, renewal, replacement, refunding or refinancing of any investment existing on, or made pursuant to a binding commitment existing on, the Issue Date; *provided* that the amount of any such Investment may be increased (a) as required by the terms of such Investment as in existence on the Issue Date or (b) as otherwise permitted under the indenture;

(12) Investments acquired after the Issue Date as a result of the acquisition by the Company or any Restricted Subsidiary of the Company of another Person, including by way of a merger, amalgamation or consolidation with or into the Company or any of its Restricted Subsidiaries in a transaction that is not prohibited by the covenant described above under the caption "—Merger, Consolidation or Sale of Assets" after the Issue Date to the extent that such Investments were not made in contemplation of such acquisition, merger, amalgamation or consolidation and were in existence on the date of such acquisition, merger, amalgamation or consolidation;

(13) Investments by the Company and its Restricted Subsidiaries consisting of deposits, prepayment and other credits to suppliers or landlords made in the ordinary course of business;

(14) guaranties made in the ordinary course of business of obligations owed to landlords, suppliers, customers, franchisees and licensees of the Company and its Subsidiaries;

(15) any Investment acquired by the Company or any of its Restricted Subsidiaries (a) in exchange for any other Investment or accounts receivable held by the Company or any such Restricted Subsidiary in connection with or as a result of a bankruptcy, workout, reorganization or recapitalization of the Company of such other Investment or accounts receivable, or (b) as a result of a foreclosure by the Company or any of its Restricted Subsidiaries with respect to any secured Investment or other transfer of title with respect to any secured Investment in default;

(16) loans and advances to officers, directors and employees for business-related travel expenses, moving and relocation expenses and other similar expenses, in each case incurred in the ordinary course of business;

(17) Investments consisting of the licensing, sublicensing or contribution of intellectual property pursuant to joint marketing arrangements with other Persons;

(18) Investments in joint ventures of the Company or any of its Restricted Subsidiaries in an aggregate amount, taken together with all other Investments made pursuant to this clause (18) that are at the time outstanding, not to exceed $5.0 million, at any one time outstanding;

(19) Investments consisting of purchases and acquisitions of inventory, supplies, materials and equipment or purchases of contract rights or licenses of intellectual property or leases, in each case, in the ordinary course of business;

(20) loans and advances made by the Company or any of its Restricted Subsidiaries to officers, directors or employees of the Company or the Company's Restricted Subsidiaries, the proceeds of which are used to purchase Equity Interests of the Company, any direct or indirect parent of the Company, or the Company's Restricted Subsidiaries in an aggregate principal amount not to exceed $1.0 million at any one time outstanding;

(21) any transaction to the extent it constitutes an Investment that is permitted by and made in accordance with the provisions of the second paragraph of the covenant described above under the caption "—Certain Covenants—Transactions with Affiliates" (except transactions described in clauses (6), (9), (10) and (12) of such covenant);

(22) any acquisition of assets or Capital Stock solely in exchange for, or out of the net cash proceeds received from, the issuance of Equity Interests (other than Disqualified Stock) of the Company or any contribution to the common equity of the Company; *provided* that the amount of any such net cash proceeds that are utilized for any such Investment pursuant to this clause (22) will be excluded from clause (c)(2) of the first paragraph of the covenant described above under the caption "—Certain Covenants—Restricted Payments";

(23) Physician Support Obligations in an amount not to exceed $2.0 million at any one time outstanding;

(24) Pledges or deposits with respect to leases or utilities provided to third parties in the ordinary course of business;

(25) Guarantees of the Company or any Restricted Subsidiary in connection with the provision of credit card payment processing services;

(26) Investments consisting of earnest money deposits required in connection with a purchase agreement, or letter of intent, or other acquisitions to the extent not otherwise prohibited by the indenture; and

(27) other Investments in any Person having an aggregate Fair Market Value (measured on the date each such Investment was made and without giving effect to subsequent changes in value), when taken together with all other Investments made pursuant to this clause (27) that are at the time outstanding not to exceed the greater of (a) $5.0 million and (b) 1.5% of Total Assets at the time of such Investment, at any time outstanding.

For purposes of this definition, in the event that a proposed Investment (or portion thereof) meets the criteria of more than one of the categories of Permitted Investments described in clauses (1) through (27) above, or is otherwise entitled to be incurred or made pursuant to the covenant contained under "—Certain Covenants—Limitation on Restricted Payments" above, the Company will be entitled to classify, or later reclassify, such Investment (or portion thereof) in one or more of such categories set forth above or under "—Certain Covenants—Limitation on Restricted Payments."

"*Permitted Liens*" means:

(1) Liens on assets of the Company or any of its Restricted Subsidiaries securing Indebtedness incurred pursuant to clause (1) of the definition of "Permitted Debt" and other Obligations under or pursuant to Credit Facilities;

(2) Liens in favor of the Company or the Guarantors;

(3) Liens on assets, property or Capital Stock of a Person existing at the time such Person becomes a Restricted Subsidiary of the Company or is merged with or into or consolidated with the Company or a Restricted Subsidiary of the Company; *provided* that such Liens (a) were in existence prior to the contemplation of such Person becoming a Restricted Subsidiary of the Company or such merger or consolidation and (b) do not extend to any assets other than those of the Person that becomes a Restricted Subsidiary of the Company or the surviving entity of any such merger or consolidation;

(4) Liens on assets or on property (including Capital Stock) existing at the time of acquisition of the assets or property by the Company or any Subsidiary of the Company; *provided* that such Liens (a) were in existence prior to such acquisition and not incurred in contemplation of, such acquisition and (b) do not extend to any other assets of the Company or any of its Subsidiaries;

(5) Liens, pledges or deposits to secure the performance of bids, trade contracts, leases, statutory obligations, insurance, judgments, surety or appeal bonds, workers' compensation obligations, performance bonds, unemployment insurance obligations, social security obligations, or other obligations of a like nature incurred in the ordinary course of business (including Liens to secure letters of credit issued to assure payment of such obligations);

(6) Liens to secure Indebtedness (including Capital Lease Obligations) permitted by clause (4) of the definition of "Permitted Debt" covering only the assets acquired with or financed by such Indebtedness; *provided* that individual financings of property or equipment provided by one lender may be cross collateralized to other financings of property or equipment provided by such lender;

(7) Liens existing on the Issue Date;

(8) Liens for taxes, assessments or governmental charges or claims that are not yet delinquent or that are being contested in good faith by appropriate proceedings; *provided* that any reserve or other appropriate provision as is required in conformity with GAAP has been made therefor;

(9) Liens imposed by law, such as earners', warehousemen's, materialmen's, landlord's, workmen's, repairmen's and mechanics' Liens, in each case, incurred in the ordinary course of business;

(10) survey exceptions, easements or reservations of, or rights of others for, licenses, rights-of-way, sewers, electric lines, telegraph and telephone lines and other similar purposes, or zoning or other restrictions as to the use of real property that were not incurred in connection with Indebtedness and that do not in the aggregate materially adversely affect the value of said properties or materially impair their use in the operation of the business of such Person;

(11) Liens created for the benefit of (or to secure) the notes (or the Note Guarantees) and any notes (or Note Guarantees) issued in exchange therefor pursuant to the registration rights agreement;

(12) Liens to secure any Permitted Refinancing Indebtedness permitted to be incurred under the indenture; *provided*, *however*, that

(a) the new Lien is limited to all or part of the same property and assets that secured or, under the written agreements pursuant to which the original Lien arose, could secure the original Lien (plus improvements and accessions to, such property or proceeds or distributions thereof); and

(b) the Indebtedness secured by the new Lien is not increased to any amount greater than the sum of (x) the outstanding principal amount (or accreted amount, if applicable), or, if greater, committed amount, of

the Indebtedness renewed, refunded, refinanced, replaced, defeased or discharged with such Permitted Refinancing Indebtedness and (y) an amount necessary to pay any fees and expenses, including premiums, related to such renewal, refunding, refinancing, replacement, defeasance or discharge;

(13) Liens on insurance policies and proceeds thereof, or other deposits, to secure insurance premium financings;

(14) filing of Uniform Commercial Code financing statements as a precautionary measure in connection with operating leases or consignment of goods;

(15) bankers' Liens, rights of set-off, Liens arising out of judgments or awards not constituting an Event of Default and notices of *lis pendens* and associated rights related to litigation being contested in good faith by appropriate proceedings and for which adequate reserves have been made to the extent required by GAAP;

(16) Liens on cash, Cash Equivalents or other property arising in connection with the defeasance, discharge or redemption of Indebtedness;

(17) Liens on specific items of inventory or other goods and the proceeds thereof (including documents, instruments, accounts, chattel paper, letter of credit rights, general intangibles, supporting obligations and claims under insurance policies relating thereto) of any Person securing such Person's obligations in respect of bankers' acceptances or letters of credit issued or created in the ordinary course of business for the account of such Person to facilitate the purchase, shipment or storage of such inventory or other goods;

(18) leases, licenses, sub-leases or sub-licenses of assets (as lessor, lessee, licensor or licensee) in the ordinary course of business;

(19) Liens arising out of conditional sale, title retention, consignment or similar arrangements for the sale of goods entered into in the ordinary course of business;

(20) statutory, common law or contractual Liens of creditor depository institutions or institutions holding securities accounts (including the right of set-off or similar rights and remedies);

(21) customary Liens granted in favor of a trustee to secure fees and other amounts owing to such trustee under an indenture or other agreement pursuant to which Indebtedness not prohibited by the indenture is issued including the indenture for the notes;

(22) Liens permitted to be incurred pursuant to clause (12) of the definition of "Permitted Debt"; *provided* that such Liens extend solely to the property or assets (or income or profits therefrom) of such Foreign Subsidiary;

(23) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of custom duties in connection with the importation of goods;

(24) Liens securing Hedging Obligations entered into in the ordinary course of business and not for speculative purposes; *provided* that such Hedging Obligations are permitted to be incurred under the indenture;

(25) Liens on assets pursuant to merger agreements, stock or asset purchase agreements and similar agreements in respect of the disposition of such assets otherwise permitted under the indenture for so long as such agreements are in effect;

(26) Liens securing Indebtedness or other Obligations of the Company or a Restricted Subsidiary of the Company owing to the Company or another Restricted Subsidiary of the Company permitted to be incurred in accordance with the covenant described above under the caption "—Certain Covenants—Incurrence of Indebtedness and Issuance of Preferred Stock" and Liens in favor of the Company or a Restricted Subsidiary;

(27) Leases and subleases of real property which do not materially interfere with the ordinary conduct of the business of the Company or any of its Restricted Subsidiaries;

(28) deposits made in the ordinary course of business to secure liability to insurance earners;

(29) Liens securing Indebtedness permitted to be incurred pursuant to the first paragraph of the covenant described under "—Certain Covenants—Incurrence of Indebtedness and Issuance of Preferred Stock"; *provided* that at the time of incurrence such Indebtedness does not exceed the maximum principal amount of Indebtedness that, as of such date, and after giving effect to the incurrence of such Indebtedness and the application of the proceeds therefrom on such date, would cause the Secured Leverage Ratio of the Company to exceed 3.0 to 1.0;

(30) other Liens with respect to obligations that do not exceed the greater of (a) $10 million and (b) 2.5% of Total Assets at the time of incurrence, at any one time outstanding;

(31) Liens incurred to secure Indebtedness incurred pursuant to clause (23) of the definition of "Permitted Debt";

(32) Liens incurred to secure any Treasury Management Arrangement incurred in the ordinary course of business;

(33) Liens solely on any cash earnest money deposits made by the Company or any Restricted Subsidiary of the Company in connection with any letter of intent or purchase agreement permitted under the indenture;

(34) Liens deemed to exist in connection with Investments in repurchase agreements permitted under "—Certain Covenants—Incurrence of Indebtedness and Issuance of Preferred Stock";

(35) Liens encumbering reasonable customary initial deposits and margin deposits and similar Liens attached to commodity trading accounts or other brokerage accounts incurred in the ordinary course of business and not for speculative purposes;

(36) Liens of a collection bank arising under Section 4-210 of the Uniform Commercial Code on items in the course of collection;

(37) Liens arising on any real property as a result of eminent domain, condemnation or similar proceedings against such property; and

(38) Liens of sellers of goods to the Company or any of its Subsidiaries arising under Article 2 of the UCC in effect in the relevant jurisdiction in the ordinary course of business, covering only the goods sold and covering only the unpaid purchase price for such goods and related expenses.

For purposes of determining compliance with this definition, (a) Permitted Liens need not be incurred solely by reference to one category of Permitted Liens described above but are permitted to be incurred in part under any combination thereof and (b) in the event that a Lien (or any portion thereof) meets the criteria of one or more categories of Permitted Liens described above, the Company shall, in its sole discretion, classify (or later reclassify) such item of Permitted Liens (or any portion thereof) in any manner that complies with this definition

and will only be required to include the amount and type of such item of Permitted Liens in one of the above clauses and such Lien will be treated as having been incurred pursuant to only one of such clauses.

"*Permitted Payments to Parent*" means the declaration and payment of dividends by the Company to, or the making of loans to, any direct or indirect parent of the Company in amounts required for any direct or indirect parent of the Company (and, in the case of clause (3) below, its direct or indirect members), to pay, in each case without duplication:

(1) general corporate operating and overhead costs and expenses (including without limitation, expenses related to reporting obligations and any franchise taxes and other fees, taxes and expenses required to maintain their corporate existence) of any direct or indirect parent of the Company to the extent such costs and expenses are reasonably attributable to the ownership or operation of the Company and its Restricted Subsidiaries;

(2) reasonable fees and expenses (other than to Affiliates of the Company) incurred in connection with any unsuccessful debt or equity offering or other financing transaction by such direct or indirect parent of the Company;

(3) with respect to any taxable year, federal, foreign, state and local income or franchise taxes (or any similar or alternative tax in lieu thereof) to the extent reasonably attributable to the ownership of or the income of the Company and its Restricted Subsidiaries and, to the extent of the amount actually received from its Unrestricted Subsidiaries, in amounts required to pay such taxes to the extent attributable to the income of such Unrestricted Subsidiaries; *provided* that in each case the amount of such payments with respect to any taxable year does not exceed the amount that the Company and its Restricted Subsidiaries (and, if applicable, the Company's Unrestricted Subsidiaries) would have been required to pay in respect of such federal, foreign, state and local income or franchise taxes with respect to such taxable year were such entities paying taxes separately from any parent entity at the highest combined applicable federal, foreign, state, local or franchise tax rate applicable to such taxable year; and

(4) customary salary, bonus, severance, indemnification obligations and other benefits payable to officers and employees of such direct or indirect parent company of the Company to the extent such salaries, bonuses, severance, indemnification obligations and other benefits are attributable to the ownership or operation of the Company and its Restricted Subsidiaries.

"*Permitted Refinancing Indebtedness*" means any Indebtedness of the Company or any of its Restricted Subsidiaries issued in exchange for, or the net proceeds of which are used to renew, refund, refinance, replace, defease or discharge other Indebtedness of the Company or any of its Restricted Subsidiaries (other than intercompany Indebtedness); *provided* that:

(1) the principal amount (or accreted value, if applicable) of such Permitted Refinancing Indebtedness does not exceed the principal amount (or accreted value, if applicable) or, if greater, the committed amount of the Indebtedness renewed, refunded, refinanced, replaced, defeased or discharged (plus all accrued interest on the Indebtedness and the amount of all fees and expenses, including premiums and defeasance costs, incurred in connection therewith);

(2) (A) if the Indebtedness being renewed, refunded, refinanced, replaced, defeased or discharged has a final maturity date earlier than the Stated Maturity of the notes, such Permitted Refinancing Indebtedness shall not have a Stated Maturity date earlier than the Stated Maturity of the Indebtedness being renewed, refunded, refinanced, replaced, defeased or discharged or (B) if the Indebtedness being refunded, replaced or refinanced has a Stated Maturity after the Stated Maturity of the notes, such Permitted Refinancing Indebtedness shall not have a Stated Maturity earlier than 90 days after the Stated Maturity of any notes then outstanding;

(3) such Permitted Refinancing Indebtedness has a Weighted Average Life to Maturity at the time it is incurred that is not less than the Weighted Average Life to Maturity of the Indebtedness being renewed, refunded, refinanced, replaced, defeased or discharged; and

(4) if the Indebtedness being renewed, refunded, refinanced, replaced, defeased or discharged is subordinated in right of payment to the notes, such Permitted Refinancing Indebtedness is subordinated in right of payment to the notes on terms at least as favorable to the holders of notes as those contained in the documentation governing the Indebtedness being renewed, refunded, refinanced, replaced, defeased or discharged;

provided, however, that Permitted Refinancing Indebtedness shall not include (x) Indebtedness of a Subsidiary (other than a Guarantor) that refinances Indebtedness of the Company or a Guarantor or (y) Indebtedness of the Company or a Restricted Subsidiary that refinances Indebtedness of an Unrestricted Subsidiary.

"*Person*" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, limited liability company or government or other entity.

"*Physician Support Obligation*" means a loan to or on behalf of, or a guarantee of indebtedness of, a Qualified Physician made or given by the Company or any of its Subsidiaries (a) in the ordinary course of its business, and (b) pursuant to a written agreement having a period not to exceed five years; *provided, however,* that any such guarantee of Indebtedness of a Qualified Physician shall be expressly subordinated in right of payment to the Notes or the Note Guarantees, as the case may be.

"*Preferred Stock*" means any Equity Interest with preferential rights of payment of dividends or upon liquidation, dissolution or winding up.

"*Principals*" means (1) Sponsor and (2) one or more investment funds advised, managed or controlled by Sponsor and, in each case (whether individually or as a group) their Affiliates.

"*Pro Forma Cost Savings*" means, without duplication, with respect to any period, (1) the reductions in costs and other operating improvements or synergies that are implemented, committed to be implemented, the commencement of implementation of which has begun or are reasonably expected to be implemented in good faith with respect to a pro forma event within twelve months of the date of such pro forma event and that are supportable and quantifiable, as if all such reductions in costs and other operating improvements or synergies had been effected as of the beginning of such period, decreased by any non-one-time incremental expenses incurred or to be incurred during such four-quarter period in order to achieve such reduction in costs and (2) all adjustments used in connection with the calculation of "Adjusted EBITDA" as set forth in the footnotes under the caption "Summary—Summary Historical Condensed Consolidated Financial Data" and "Summary Pro Forma Condensed Combined Financial Data" in the Offering Memorandum to the extent such adjustments, without duplication, continue to be applicable to such four quarter period. Pro Forma Cost Savings described in the preceding sentence shall be accompanied by a certificate delivered to the Trustee from the Company's chief financial officer that outlines the specific actions taken or to be taken and the net cost reductions and other operating improvements or synergies achieved to be achieved from each such action and certifies that the cost reductions and other operating improvements or synergies meet the criteria set forth in the preceding sentence.

"*Qualified Physicians*" means one or more physicians or health care professionals providing service to patients in a health care facility owned, operated or managed by the Company or any of its Subsidiaries.

"*Qualifying Equity Interests*" means Equity Interests of the Company other than Disqualified Stock.

"*Related Business Assets*" means assets (other than cash or Cash Equivalents) used or useful in a Permitted Business and not classified as current assets under GAAP; *provided*, that assets received by the

Company or a Restricted Subsidiary in exchange for assets transferred by the Company or a Restricted Subsidiary will not qualify as Related Business Assets if they consist of securities of a Person, unless upon receipt of such securities such Person becomes a Restricted Subsidiary of the Company.

"*Related Party*" means (a) with respect to Waud Capital Partners, L.L.C., (i) any investment fund controlled by or under common control with Waud Capital Partners, L.L.C., any officer or director of the foregoing persons, or any entity controlled by any of the foregoing persons and (ii) any spouse or lineal descendant (including by adoption or stepchildren) of the officers and directors referred to in clause (a)(i); and (b) with respect to any officer of the Company or its Subsidiaries, (i) any spouse or lineal descendant (including by adoption and stepchildren) of the officer and (ii) any trust, corporation or partnership or other entity, in each case to the extent not an operating company, of which an 80% or more controlling interest is held by the beneficiaries, stockholders, partners or owners who are the officer, any of the persons described in clause (b)(i) above or any combination of these identified relationships.

"*Restricted Investment*" means an Investment other than a Permitted Investment.

"*Restricted Subsidiary*" of a Person means any Subsidiary of the referent Person that is not an Unrestricted Subsidiary.

"*S&P* " means Standard & Poor's Ratings Group.

"*Secured Indebtedness*" means any Indebtedness secured by a Lien.

"*Secured Leverage Ratio*" means, with respect to any person, at any date the ratio of (a) the sum of the aggregate outstanding Secured Indebtedness of such person and its Restricted Subsidiaries (other than Secured Indebtedness of the type described in clause (6) of the definition of Indebtedness) as of such date of calculation (determined on a consolidated basis in accordance with GAAP) to (b) Consolidated EBITDA of such person for the four full fiscal quarters for which internal financial statements are available immediately preceding such date on which such additional Indebtedness is incurred. In the event that the Company or any of its Restricted Subsidiaries incurs, assumes, Guarantees, repays, repurchases, defeases, redeems or otherwise discharges any Indebtedness subsequent to the commencement of the period for which the Secured Leverage Ratio is being calculated but prior to the event for which the calculation of the Secured Leverage Ratio is made, then the Secured Leverage Ratio shall be calculated giving pro forma effect to such incurrence, assumption, Guarantee, repayment, repurchase, redemption, defeasance or other discharge of Indebtedness as if the same had occurred at the beginning of the applicable four-quarter period. The Secured Leverage Ratio shall be calculated in a manner consistent with the definition of the "Fixed Charge Coverage Ratio," including any pro forma calculations to EBITDA (including for acquisitions).

"*Significant Subsidiary*" means any Restricted Subsidiary that would be a "significant subsidiary" as defined in Article 1, Rule 1-02 of Regulation S-X, promulgated pursuant to the Securities Act, as such Regulation is in effect on the Issue Date.

"*Sponsor*" means Waud Capital Partners, L.L.C. and its Affiliates (but excluding any of the Sponsor's portfolio companies).

"*Stated Maturity*" means, with respect to any installment of interest or principal on any series of Indebtedness, the date on which the payment of interest or principal was scheduled to be paid in the original documentation governing such Indebtedness and will not include any contingent obligations to repay, redeem or repurchase any such interest or principal prior to the date originally scheduled for the payment thereof.

"*Subsidiary* " means, with respect to any specified Person:

(1) any corporation, association or other business entity of which more than 50% of the total voting power of shares of Capital Stock entitled (without regard to the occurrence of any contingency and after

giving effect to any voting agreement or stockholders' agreement that effectively transfers voting power) to vote in the election of directors, managers or trustees of the corporation, association or other business entity is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person (or a combination thereof); and

(2) any partnership or limited liability company of which (a) more than 50% of the capital accounts, distribution rights, total equity and voting interests or general and limited partnership interests, as applicable, are owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person or a combination thereof, whether in the form of membership, general, special or limited partnership interests or otherwise, and (b) such Person or any Subsidiary of such Person is a controlling general partner or otherwise controls such entity.

"*Total Assets*" means the total consolidated assets of the Company and its Restricted Subsidiaries as set forth on the most recent consolidated balance sheet of the Company and its Restricted Subsidiaries.

"*Transactions*" means the Merger, including the payment of the merger consideration in connection therewith, the issuance of the notes and the execution of, and borrowings on the Issue Date under the Credit Agreement, in each case as in effect on the Issue Date, the pledge and security arrangements in connection with the foregoing, the refinancing of certain Indebtedness in connection with the foregoing and the related transactions described in this prospectus, in particular as described under the section thereof entitled "The Transactions," including the amendment of the Company's credit facility in contemplation of the Merger, the Management Services Termination Fees and the dividend to the Company's stockholders.

"*Treasury Management Arrangement*" means any agreement or other arrangement governing the provision of treasury or cash management services, including deposit accounts, overdraft, credit or debit card, funds transfer, automated clearinghouse, zero balance accounts, returned check concentration, controlled disbursement, lockbox, account reconciliation and reporting and trade finance services, cash pooling or netting or setting off arrangements and other cash management services.

"*Treasury Rate*" means, as of any redemption date, the yield to maturity as of such redemption date of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H. 15 (519) that has become publicly available at least two business days prior to the redemption date (or, if such Statistical Release is no longer published, any publicly available source of similar market data)) most nearly equal to the period from the redemption date to November 1, 2015; *provided*, *however*, that if the period from the redemption date to November 1, 2015 is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year will be used.

"*Unrestricted Subsidiary*" means any Subsidiary of the Company that is designated by the Board of Directors of the Company as an Unrestricted Subsidiary pursuant to a resolution of the Board of Directors, but only to the extent that such Subsidiary:

(1) has no Indebtedness other than Non-Recourse Debt;

(2) except as permitted by the covenant described above under the caption "—Certain Covenants—Transactions with Affiliates," is not party to any agreement, contract, arrangement or understanding with the Company or any Restricted Subsidiary of the Company unless the terms of any such agreement, contract, arrangement or understanding are not materially less favorable to the Company or such Restricted Subsidiary than those that might have been obtained at the time of any such agreement, contract, arrangement or understanding than those that could have been obtained from Persons who are not Affiliates of the Company;

(3) is a Person with respect to which neither the Company nor any of its Restricted Subsidiaries has any direct or indirect obligation (a) to subscribe for additional Equity Interests or (b) to maintain or preserve such Person's financial condition or to cause such Person to achieve any specified levels of operating results; and

(4) has not guaranteed or otherwise directly or indirectly provided credit support for any Indebtedness of the Company or any of its Restricted Subsidiaries.

Any designation by the Board of Directors of the Company shall be evidenced to the trustee by filing with the trustee a certified copy of the resolutions of the Board of Directors of the Company giving effect to such designation and an officers' certificate certifying that such designation complied with the foregoing conditions.

"*Voting Stock*" of any specified Person as of any date means the Capital Stock of such Person that is at the time entitled to vote in the election of the Board of Directors of such person.

"*Weighted Average Life to Maturity*" means, when applied to any Indebtedness at any date, the number of years obtained by dividing:

(1) the sum of the products obtained by multiplying (a) the amount of each then remaining installment, sinking fund, serial maturity or other required payments of principal, including payment at final maturity, in respect of the Indebtedness, by (b) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment; *by*

(2) the then outstanding principal amount of such Indebtedness.

"*Wholly Owned Restricted Subsidiary*" means any Wholly Owned Subsidiary that is a Restricted Subsidiary.

"*Wholly Owned Subsidiary*" means, with respect to any Person, a Subsidiary of such Person, 100% of the outstanding Capital Stock or other ownership interest of which (other than directors' qualifying shares or shares or interests required to be held by foreign nationals or other third parties to the extent required by applicable law) shall at the time be owned by such Person or by one or more Wholly Owned Subsidiaries of such Person.

BOOK-ENTRY, DELIVERY AND FORM

Except as described below, the Exchange Notes will be initially represented by one or more global notes in fully registered form without interest coupons. The global notes will be deposited with the Trustee, as custodian for DTC, and DTC or its nominee will initially be the sole registered holder of the Exchange Notes for all purposes under the indenture governing the notes. We expect that pursuant to procedures established by DTC (i) upon the issuance of the global notes, DTC or its custodian will credit, on its internal system, the principal amount at maturity of the individual beneficial interests represented by such global notes to the respective accounts of persons who have accounts with such depositary and (ii) ownership of beneficial interests in the global notes will be shown on, and the transfer of such ownership will be effected only through, records maintained by DTC or its nominee (with respect to interests of participants) and the records of participants (with respect to interests of persons other than participants). Such accounts initially will be designated by or on behalf of the initial purchaser and ownership of beneficial interests in the global notes will be limited to persons who have accounts with DTC ("participants") or persons who hold interests through participants. Holders may hold their interests in the global notes directly through DTC if they are participants in such system, or indirectly through organizations which are participants in such system.

So long as DTC, or its nominee, is the registered owner or holder of the notes, DTC or such nominee, as the case may be, will be considered the sole owner or holder of the notes represented by such global notes for all purposes under the indenture. No beneficial owner of an interest in the global notes will be able to transfer that interest except in accordance with DTC's procedures, in addition to those provided for under the indenture with respect to the notes.

Payments of the principal of, premium (if any) and interest on, the global notes will be made to DTC or its nominee, as the case may be, as the registered owner thereof. None of the Company, the trustee or any paying agent will have any responsibility or liability for any aspect of the records relating to or payments made on account of beneficial ownership interests in the global notes or for maintaining, supervising or reviewing any records relating to such beneficial ownership interest.

We expect that DTC or its nominee, upon receipt of any payment of principal, premium, if any, interest on the global notes, will credit participants' accounts with payments in amounts proportionate to their respective beneficial interests in the principal amount of the global notes as shown on the records of DTC or its nominee. We also expect that payments by participants to owners of beneficial interests in the global notes held through such participants will be governed by standing instructions and customary practice, as is now the case with securities held for the accounts of customers registered in the names of nominees for such customers. Such payments will be the responsibility of such participants.

Transfers between participants in DTC will be effected in the ordinary way through DTC's same-day funds system in accordance with DTC rules and will be settled in same day funds. If a holder requires physical delivery of a Certificated Security for any reason, including to sell notes to persons in states which require physical delivery of the notes, or to pledge such securities, such holder must transfer its interest in a global note, in accordance with the normal procedures of DTC and with the procedures set forth in the indenture.

DTC has advised us that it will take any action permitted to be taken by a holder of notes (including the presentation of notes for exchange as described below) only at the direction of one or more participants to whose account the DTC interests in the global notes are credited and only in respect of such portion of the aggregate principal amount of notes as to which such participant or participants has or have given such direction. However, if there is an event of default under the indenture, DTC will exchange the global notes for Certificated Securities, which it will distribute to its participants.

DTC has advised us as follows: DTC is a limited purpose trust company organized under the laws of the State of New York, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the

Uniform Commercial Code and a "Clearing Agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). DTC was created to hold securities for its participants and facilitate the clearance and settlement of securities transactions between participants through electronic book-entry changes in accounts of its participants, thereby eliminating the need for physical movement of certificates. Participants include securities brokers and dealers, banks, trust companies and clearing corporations and certain other organizations. Indirect access to the DTC system is available to others such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a participant, either directly or indirectly ("indirect participants").

Although DTC has agreed to the foregoing procedures in order to facilitate transfers of interests in the global notes among participants of DTC, it is under no obligation to perform such procedures, and such procedures may be discontinued at any time. Neither the Company nor the trustee will have any responsibility for the performance by DTC or its participants or indirect participants of their respective obligations under the rules and procedures governing their operations.

Certificated Securities

Certificated Securities shall be issued in exchange for beneficial interests in the global notes (i) if an Event of Default has occurred and is continuing, and such Certificated Securities are requested by DTC or (ii) if DTC is at any time unwilling or unable to continue as a depositary for the global notes and a successor depositary is not appointed by the Company within 90 days.

CERTAIN MATERIAL UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS

The following is a summary of certain United States federal income tax considerations relating to the exchange of Outstanding Notes for Exchange Notes in the Exchange Offer. It does not contain a complete analysis of all the potential tax considerations relating to the exchange. This summary is limited to holders of Outstanding Notes who hold the Outstanding Notes as "capital assets" (in general, assets held for investment). Special situations, such as the following, are not addressed:

- tax consequences to holders who may be subject to special tax treatment, such as tax-exempt entities, dealers in securities or currencies, banks, other financial institutions, insurance companies, regulated investment companies, traders in securities that elect to use a mark-to-market method of accounting for their securities holdings or corporations that accumulate earnings to avoid United States federal income tax;
- tax consequences to persons holding notes as part of a hedging, integrated, constructive sale or conversion transaction or a straddle or other risk reduction transaction;
- tax consequences to holders whose "functional currency" is not the United States dollar;
- tax consequences to persons who hold notes through a partnership or similar pass-through entity;
- United States federal gift tax, estate tax or alternative minimum tax consequences, if any; or
- any state, local or non-United States tax consequences.

The discussion below is based upon the provisions of the Code, existing and proposed Treasury regulations promulgated thereunder, and rulings, judicial decisions and administrative interpretations thereunder, as of the date hereof. Those authorities may be changed, perhaps retroactively, so as to result in United States federal income tax consequences different from those discussed below.

Consequences of Tendering Outstanding Notes

The exchange of your Outstanding Notes for Exchange Notes in the Exchange Offer should not constitute an exchange for United States federal income tax purposes because the Exchange Notes should not be considered to differ materially in kind or extent from the Outstanding Notes. Accordingly, the Exchange Offer should have no United States federal income tax consequences to you if you exchange your Outstanding Notes for Exchange Notes. For example, there should be no change in your tax basis and your holding period should carry over to the Exchange Notes. In addition, the United States federal income tax consequences of holding and disposing of your Exchange Notes should be the same as those applicable to your Outstanding Notes.

The preceding discussion of certain United States federal income tax considerations of the Exchange Offer is for general information only and is not tax advice. Accordingly, each investor should consult its own tax advisor as to particular tax consequences to it of exchanging Outstanding Notes for Exchange Notes, including the applicability and effect of any state, local or foreign tax laws, and of any proposed changes in applicable laws.

CERTAIN ERISA CONSIDERATIONS

To the extent the Exchange Notes are purchased and held by an employee benefit plan subject to Title I of ERISA, or Section 4975 of the Code, the following considerations should be taken into account.

General Fiduciary Matters

ERISA and the Code impose certain duties on persons who are fiduciaries of a Plan subject to Title I of ERISA or Section 4975 of the Code (an "ERISA Plan") and prohibit certain transactions involving the assets of an ERISA Plan and its fiduciaries or other interested parties. Under ERISA and the Code, any person who exercises any discretionary authority or control over the management or administration of such an ERISA Plan or the management or disposition of the assets of such an ERISA Plan or who renders investment advice for a fee or other compensation to such an ERISA Plan, is generally considered to be a fiduciary of the ERISA Plan.

In considering an investment in the Exchange Notes of a portion of the assets of any Plan, a fiduciary should determine whether the investment is in accordance with the documents and instruments governing the Plan and the applicable provisions of ERISA, the Code or any Similar Law relating to a fiduciary's duties to the Plan including, without limitation, the prudence, diversification, delegation of control and prohibited transaction provisions of ERISA, the Code and any other applicable Similar Laws. A fiduciary of a Plan should consider the Plan's particular circumstances and all of the facts and circumstances of the investment including, but not limited to, the matters discussed above under "Risk Factors," in determining whether an investment in the Exchange Notes satisfies these requirements.

Prohibited Transaction Issues

Section 406 of ERISA and Section 4975 of the Code prohibit ERISA Plans from engaging in specified transactions involving plan assets with persons or entities who are "parties in interest," within the meaning of ERISA, or "disqualified persons," within the meaning of Section 4975 of the Code, unless an exemption is available. A party in interest or disqualified person who engages in a non-exempt prohibited transaction may be subject to excise taxes and other penalties and liabilities under ERISA and the Code. In addition, the fiduciary of the ERISA Plan that engages in such a non-exempt prohibited transaction may be subject to penalties and liabilities under ERISA and the Code. The acquisition and/or holding of the Exchange Notes by an ERISA Plan with respect to which we or the purchasers are considered a party in interest or disqualified person may constitute or result in a direct or indirect prohibited transaction under Section 406 of ERISA and/or Section 4975 of the Code, unless the investment is acquired and is held in accordance with an applicable statutory, class or individual prohibited transaction exemption.

ERISA and the Code contain certain exemptions from the prohibited transactions described above and the U.S. Department of Labor has issued several exemptions, although certain exemptions do not provide relief from the prohibitions on self-dealing contained in section 406(b) of ERISA and sections 4975(c)(1)(E) and (F) of the Code. Statutory exemptions include section 408(b)(17) of ERISA and section 4975(d)(20) of the Code pertaining to certain transactions with non-fiduciary service providers or certain of their affiliates. The U.S. Department of Labor has issued prohibited transaction class exemptions, or PTCEs, that may apply to the acquisition and holding of the Exchange Notes. These class exemptions include, without limitation, PTCE 84-14, as amended, respecting transactions determined by independent qualified professional asset managers, PTCE 90-1, respecting insurance company pooled separate accounts, PTCE 91-38, respecting bank-maintained collective investment funds, PTCE 95-60, respecting life insurance company general accounts and PTCE 96-23, as amended, respecting transactions determined by in-house asset managers. There can be no assurance that any of these exemptions or any other exemption will be available with respect to the acquisition of the Exchange Notes, or that all of the conditions of any such exemptions will be satisfied.

As a general rule, a governmental plan, as defined in section 3(32) of ERISA (a "Governmental Plan"), a church plan, as defined in section 3(33) of ERISA, that has not made an election under section 410(d) of the

Code (a “Church Plan”), and non-U.S. plans are not subject to the requirements of ERISA or section 4975 of the Code. Although a Governmental Plan, a Church Plan or a non-U.S. plan may not be subject to ERISA or section 4975 of the Code, it may be subject to Similar Laws. A fiduciary of a Governmental Plan, a Church Plan or a non-U.S. plan should make its own determination as to the requirements, if any, under any Similar Law applicable to the acquisition of the Exchange Notes.

Because of the foregoing, the Exchange Notes should not be purchased or held by any person investing “plan assets” of any Plan, unless such purchase and holding will not constitute a non-exempt prohibited transaction under ERISA and the Code or similar violation of any applicable Similar Laws.

Representations

By acceptance of an Exchange Note, or an interest therein, each purchaser and subsequent transferee will be deemed to have acknowledged, represented and warranted to, and agreed that either (a) no portion of the assets used by such purchaser to acquire and hold an Exchange Note, or an interest therein, constitutes assets of a Plan or (b) the acquisition and holding of such Exchange Note or an interest therein by the purchaser or transferee, throughout the period that it holds such Exchange Note or an interest therein, and the disposition of such Exchange Note or an interest therein will not constitute or result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code, a breach of fiduciary duty under ERISA or a similar violation of any provision of any applicable Similar Laws. Any purported transfer of an Exchange Note or an interest therein to a transferee that does not comply with the foregoing requirements without the written consent of the Company shall be null and void ab initio.

The Exchange Offer is not a representation by us that an acquisition of the Exchange Notes meets all legal requirements applicable to investments by Plans, entities whose underlying assets include assets of a Plan, or that such an investment is appropriate for any particular Plan, or entities whose underlying assets include assets of a Plan.

The foregoing discussion is general in nature and is not intended to be all-inclusive. Due to the complexity of these rules and the penalties that may be imposed upon persons involved in non-exempt prohibited transactions, it is particularly important that fiduciaries or other persons considering purchasing the Exchange Notes on behalf of, or with the assets of, any Plan, consult with their counsel regarding the potential applicability of ERISA, Section 4975 of the Code and any Similar Laws to such transactions and whether an exemption would be applicable to the purchase and holding of the Exchange Notes.

PLAN OF DISTRIBUTION

Each broker-dealer that receives Exchange Notes for its own account pursuant to the Exchange Offer must acknowledge that it will deliver a prospectus in connection with any resale of Exchange Notes.

This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of Exchange Notes received in exchange for Outstanding Notes if the Outstanding Notes were acquired as a result of market-making activities or other trading activities.

We have agreed to make this prospectus, as amended or supplemented, available to any broker-dealer to use in connection with any such resale for a period of at least 180 days after the expiration date.

We will not receive any proceeds from any sale of Exchange Notes by broker-dealers. Exchange Notes received by broker-dealers for their own account pursuant to the Exchange Offer may be sold from time to time in one or more transactions:

- in the over-the-counter market;
- in negotiated transactions; or
- through the writing of options on the Exchange Notes or a combination of such methods of resale.

These resales may be made:

- at market prices prevailing at the time of resale;
- at prices related to such prevailing market prices; or
- at negotiated prices.

Any such resale may be made directly to purchasers or to or through brokers or dealers. Brokers or dealers may receive compensation in the form of commissions or concessions from any such broker-dealer or the purchasers of any such Exchange Notes. An “underwriter” within the meaning of the Securities Act includes:

- any broker-dealer that resells Exchange Notes that were received by it for its own account pursuant to the Exchange Offer; or
- any broker or dealer that participates in a distribution of such Exchange Notes.

Any profit on any resale of Exchange Notes and any commissions or concessions received by any persons may be deemed to be underwriting compensation under the Securities Act. The letter of transmittal states that, by acknowledging that it will deliver and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an “underwriter” within the meaning of the Securities Act.

For a period of not less than 180 days after the expiration of the Exchange Offer we will promptly send additional copies of this prospectus and any amendment or supplement to this prospectus to any broker-dealer that requests those documents in the letter of transmittal. We have agreed to pay all expenses incident to performance of our obligations in connection with the Exchange Offer, other than commissions or concessions of any brokers or dealers. We will indemnify each participating broker-dealer against certain liabilities, including liabilities under the Securities Act, and will contribute to payments that they may be required to make in request thereof.

Prior to the Exchange Offer, there has not been any public market for the Outstanding Notes. The Outstanding Notes have not been registered under the Securities Act and will be subject to restrictions on transferability to the extent that they are not exchanged for Exchange Notes by holders who are entitled to participate in the Exchange Offer. The holders of Outstanding Notes, other than any holder that is our affiliate within the meaning of Rule 405 under the Securities Act, who are not eligible to participate in the Exchange Offer are entitled to certain registration rights, and we may be required to file a shelf registration statement with respect to their Outstanding Notes. The Exchange Notes will constitute a new issue of securities with no established trading market. We do not intend to list the Exchange Notes on any national securities exchange or to seek the admission thereof to trading in the National Association of Securities Dealers Automated Quotation System. The initial purchaser has advised us that it currently intends to make a market in the Exchange Notes. Such market making activity will be subject to the limits imposed by the Securities Act and the Exchange Act and may be limited during the Exchange Offer and the pendency of any shelf registration statements. Accordingly, no assurance can be given that an active public or other market will develop for the Exchange Notes or as to the liquidity of the trading market for the Exchange Notes. If a trading market does not develop or is not maintained, holders of the Exchange Notes may experience difficulty in reselling the Exchange Notes or may be unable to sell them at all. If a market for the Exchange Notes develops, any such market may be discontinued at any time.

LEGAL MATTERS

The validity of the Exchange Notes, the related guarantees and other legal matters will be passed upon for us by Kirkland & Ellis LLP, Chicago, Illinois. Certain partners of Kirkland & Ellis LLP are partners in a partnership that is an investor in one or more investment funds affiliated with Waud Capital Partners. Certain matters under Arkansas law will be passed upon by Dover Dixon Horne PLLC. Certain matters under Arizona and New Mexico law will be passed upon by Lewis and Roca LLP. Certain matters under Florida law will be passed upon by Carlton Fields, P.A. Certain matters under Georgia law will be passed upon by Sanders & Ranck, P.C. Certain matters under Indiana law will be passed upon by Frost Brown Todd LLC. Certain matters under the laws of the Commonwealth of Massachusetts will be passed upon by Goulston & Storrs—A Professional Corporation. Certain matters under Mississippi law will be passed upon by Butler, Snow, O'Mara, Stevens & Cannada, PLLC. Certain matters under Montana law will be passed upon by Karell Dyre Haney PLLP. Certain matters under Pennsylvania law will be passed upon by Buchanan Ingersoll & Rooney, PC. Certain matters under South Carolina law will be passed upon by Nelson Mullins Riley & Scarborough LLP.

EXPERTS

The consolidated financial statements of Acadia Healthcare Company, Inc. at December 31, 2010 and 2009, and for each of the three years in the period ended December 31, 2010, appearing in this prospectus have been audited by Ernst & Young LLP, independent registered public accounting firm, as set forth in their report thereon appearing elsewhere herein, and are included in reliance upon such report given on the authority of such firm as experts in accounting and auditing.

The consolidated financial statements of Youth and Family Centered Services, Inc. at December 31, 2010 and 2009, and for each of the three years in the period ended December 31, 2010, appearing in this prospectus have been audited by Ernst & Young LLP, independent auditors, as set forth in their report thereon appearing elsewhere herein, and are included in reliance upon such report given on the authority of such firm as experts in accounting and auditing.

The consolidated financial statements of PHC, Inc. and subsidiaries as of June 30, 2011 and 2010, and for the years then ended, included in this prospectus and in this registration statement have been so included in reliance on the report of BDO USA, LLP, an independent registered public accounting firm, appearing elsewhere herein, given on the authority of said firm as experts in accounting and auditing.

The consolidated financial statements of HHC Delaware, Inc. and subsidiary at December 31, 2010 and 2009 (Predecessor), and for the period from November 16, 2010 to December 31, 2010, for the period from January 1, 2010 to November 15, 2010, and for the year ended December 31, 2009 (Predecessor periods), appearing in this prospectus have been audited by Ernst & Young LLP, independent auditors, as set forth in their report thereon appearing elsewhere herein, and are included in reliance upon such report given on the authority of such firm as experts in accounting and auditing.

WHERE YOU CAN FIND MORE INFORMATION

We are subject to the reporting, proxy and information requirements of the Exchange Act, and are required to file periodic reports, proxy statements and other information with the SEC. These periodic reports, proxy statements and other information are available for inspection and copying, at prescribed rates, at the Public Reference Room of the SEC, 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the operation of the Public Reference Room. Our SEC filings are also available to you on the SEC's web site at *http://www.sec.gov*.

We have filed a registration statement with the SEC on Form S-4 under the Securities Act with respect to the Exchange Notes being offered hereby. This prospectus, which forms a part of the registration statement,

does not contain all of the information set forth in the registration statement. For further information with respect to us and the Exchange Notes, reference is made to the registration statement. Statements contained in this prospectus as to the contents of any contract or other document are not necessarily complete. If a contract or document has been filed as an exhibit to the registration statement, we refer you to the copy of the contract or document that has been filed. Each statement in this prospectus relating to a contract or document filed as an exhibit is qualified in all respects by the filed exhibit. Copies of all such documents are also available upon your request, without charge, by written or telephonic request directed to 830 Crescent Centre Drive, Suite 610, Franklin, Tennessee 37067, Attention: Chief Financial Officer. Our telephone number at that address is (615) 861-6000.

We maintain an internet site at *http://www.acadiahealthcare.com.* Our website, and the information contained therein, are not incorporated into and are not part of this prospectus.

INDEX TO FINANCIAL STATEMENTS

ACADIA HEALTHCARE COMPANY, INC.

Condensed Consolidated Balance Sheets

	(UNAUDITED) SEPTEMBER 30, 2011	DECEMBER 31, 2010
	(In thousands, except share and per share amounts)	
ASSETS		
Current assets:		
Cash and cash equivalents	$ 1,254	$ 8,614
Accounts receivable, net of allowance for doubtful accounts of $1,789 and $1,144, respectively	25,469	5,469
Other current assets	9,634	2,841
Total current assets	36,357	16,924
Property and equipment, net	57,783	18,752
Goodwill	147,081	9,157
Intangible assets, net	18,887	544
Other assets	9,501	18
Total assets	$ 269,609	$ 45,395
LIABILITIES AND EQUITY		
Current liabilities:		
Current portion of long-term debt	$ 6,750	$ 9,984
Accounts payable	10,984	2,787
Accrued salaries and benefits	12,276	3,272
Other accrued liabilities	6,394	2,016
Total current liabilities	36,404	18,059
Long-term debt	131,375	—
Other liabilities	24,844	2,229
Total liabilities	192,623	20,288
Equity:		
Member's equity	—	25,107
Common stock, $0.01 par value; 100,000,000 shares authorized; 17,633,116 issued and outstanding as of September 30, 2011	176	—
Additional paid-in capital	105,481	—
Accumulated deficit	(28,671)	—
Total equity	76,986	25,107
Total liabilities and equity	$ 269,609	$ 45,395

See accompanying notes.

ACADIA HEALTHCARE COMPANY, INC.

Condensed Consolidated Statements of Operations
(Unaudited)

	THREE MONTHS ENDED SEPTEMBER 30,		NINE MONTHS ENDED SEPTEMBER 30,	
	2011	2010	2011	2010
	(In thousands, except share and per share amounts)			
Revenue	$ 63,058	$ 15,872	$ 146,019	$ 48,344
Salaries, wages and benefits (including equity-based compensation expense of $19,843 for the nine months ended September 30, 2011)	39,752	9,458	110,750	28,980
Professional fees	2,352	265	5,111	1,151
Supplies	3,406	1,015	7,665	2,851
Rents and leases	1,663	325	3,725	961
Other operating expenses	5,018	1,736	12,954	4,980
Provision for doubtful accounts	662	617	1,664	1,803
Depreciation and amortization	913	248	3,114	728
Interest expense, net	1,928	191	4,143	549
Sponsor management fees	545	105	1,135	105
Transaction-related expenses	2,233	91	10,594	104
Total expenses	58,472	14,051	160,855	42,212
Income (loss) from continuing operations before income taxes	4,586	1,821	(14,836)	6,132
Provision for income taxes	864	172	3,382	459
Income (loss) from continuing operations	3,722	1,649	(18,218)	5,673
(Loss) income from discontinued operations, net of income taxes	(599)	(83)	(765)	13
Net income (loss)	$ 3,123	$ 1,566	$ (18,983)	$ 5,686
Basic earnings per share:				
Income (loss) from continuing operations	$ 0.21	$ 0.09	$ (1.03)	$ 0.32
(Loss) income from discontinued operations	$ (0.03)	$ —	$ (0.05)	$ —
Net income (loss)	$ 0.18	$ 0.09	$ (1.08)	$ 0.32
Diluted earnings per share:				
Income (loss) from continuing operations	$ 0.21	$ 0.09	$ (1.03)	$ 0.32
(Loss) income from discontinued operations	$ (0.03)	$ —	$ (0.05)	$ —
Net income (loss)	$ 0.18	$ 0.09	$ (1.08)	$ 0.32
Shares outstanding:				
Basic	17,633,116	17,633,116	17,633,116	17,633,116
Diluted	17,633,116	17,633,116	17,633,116	17,633,116

See accompanying notes.

ACADIA HEALTHCARE COMPANY, INC.

Condensed Consolidated Statement of Equity (Unaudited)

Nine months ended September 30, 2011

	MEMBER'S EQUITY	COMMON STOCK SHARES	COMMON STOCK AMOUNT	ADDITIONAL PAID-IN CAPITAL	ACCUMULATED DEFICIT	TOTAL
			(In thousands, except share amounts)			
Balance at January 1, 2011	$ 25,107	—	$ —	$ —	$ —	$ 25,107
Distributions	(375)	—	—	—	—	(375)
Reclassification of management liability awards to equity awards	365	—	—	—	—	365
Contribution from Holdings	51,029	—	—	—	—	51,029
Conversion from limited liability company to corporation	(76,126)	17,633,116	176	85,638	(9,688)	—
Equity-based compensation expense	—	—	—	19,843	—	19,843
Net loss	—	—	—	—	(18,983)	(18,983)
Balance at September 30, 2011	$ —	17,633,116	$ 176	$ 105,481	$ (28,671)	$ 76,986

See accompanying notes.

ACADIA HEALTHCARE COMPANY, INC.

Condensed Consolidated Statements of Cash Flows
(Unaudited)

	NINE MONTHS ENDED SEPTEMBER 30,	
	2011	2010
	(In thousands)	
Operating activities:		
Net (loss) income	$ (18,983)	$ 5,686
Adjustments to reconcile net (loss) income to net cash provided by continuing operating activities:		
Depreciation and amortization	3,114	728
Provision for bad debts	1,664	1,803
Amortization of debt issuance costs	684	—
Equity-based compensation expense	19,843	—
Deferred income tax expense	(109)	(109)
Other	(170)	—
Loss (income) from discontinued operations, net of taxes	765	(13)
Change in operating assets and liabilities, net of effect of acquisitions:		
Accounts receivable	(4,151)	(2,202)
Other current assets	(632)	469
Accounts payable	5,689	(303)
Accrued salaries and benefits	148	148
Other accrued expenses	544	(925)
Other liabilities	216	27
Net cash provided by continuing operating activities	8,622	5,309
Net cash (used in) provided by discontinued operating activities	(1,053)	164
Net cash provided by operating activities	7,569	5,473
Investing activities:		
Cash paid for acquisitions, net of cash acquired	(178,014)	—
Cash paid for capital expenditures	(6,777)	(647)
Cash paid for real estate acquisition	(2,150)	—
Other	(646)	(394)
Net cash used in continuing investing activities	(187,587)	(1,041)
Net cash used in discontinued investing activities	(230)	(3)
Net cash used in investing activities	(187,817)	(1,044)
Financing activities:		
Borrowings on long-term debt	135,000	—
Net increase in revolving credit facility	6,500	—
Principal payments on long-term debt	(3,375)	(208)
Repayment of long-term debt	(9,984)	—
Payment of debt issuance costs	(5,907)	—
Contribution from Holdings	51,029	—
Distributions to equity holders	(375)	(2,231)
Net cash provided by (used in) financing activities	172,888	(2,439)
Net (decrease) increase in cash and cash equivalents	(7,360)	1,990
Cash and cash equivalents at beginning of the period	8,614	4,489
Cash and cash equivalents at end of the period	$ 1,254	$ 6,479
Effect of acquisitions:		
Assets acquired, excluding cash	$ 213,073	$ —
Liabilities assumed	(35,059)	—
Cash paid for acquisitions, net of cash acquired	$ 178,014	$ —

See accompanying notes.

1. Description of Business

Acadia Healthcare Company, Inc. (hereinafter referred to as "Acadia" or the "Company") was formed in October 2005 as a limited liability company under the provisions of the Delaware Limited Liability Act (the "Act"). On May 13, 2011, the Company was converted to a C-corporation registered as Acadia Healthcare Company, Inc. Until November 1, 2011, the Company was a wholly-owned subsidiary of Acadia Healthcare Holdings, LLC (hereafter referred to as "Holdings" or the "Member"). The Company's principal business is to develop and operate inpatient psychiatric facilities, residential treatment centers, group homes, substance abuse facilities and facilities providing outpatient behavioral health services to better serve the behavioral health and recovery needs of communities throughout the United States.

2. Recent Developments

On November 1, 2011, the Company completed its merger with PHC, Inc. d/b/a Pioneer Behavioral Health ("PHC"), a publicly-held behavioral health services company based in Massachusetts. In connection with the PHC merger, the Company issued $150.0 million of 12.875% Senior Notes due 2018 and used the proceeds of such debt issuance primarily to pay a cash dividend of $74.4 million to existing Acadia stockholders, repay PHC indebtedness of $26.4 million, fund the $5.0 million cash portion of the merger consideration issued to the holders of PHC's Class B Common Stock, pay a $20.6 million fee to terminate the professional services agreement between Acadia and Waud Capital Partners and pay transaction-related expenses. The Senior Notes were issued at a discount of $2.5 million. Additionally, pursuant to the merger agreement, the Company issued 4,891,667 shares of common stock of Acadia Healthcare Company, Inc. to the holders of PHC's Class A Common Stock and Class B Common Stock based on a one-to-four conversion rate and 19,566,668 PHC shares outstanding immediately prior to the merger.

The 12.875% Senior Notes due 2018 issued by the Company are guaranteed by each of the Company's subsidiaries, all of which are wholly owned subsidiaries. The guarantees are full and unconditional and joint and several and Acadia Healthcare Company, Inc., as the parent issuer of the 12.875% Senior Notes due 2018, has no independent assets or operations.

3. Basis of Presentation

The business of the Company is conducted through limited liability companies and C-corporations, each of which is a wholly owned subsidiary of the Company. The consolidated financial statements include the accounts of the Company and its wholly owned subsidiaries. All significant intercompany accounts have been eliminated in consolidation.

The accompanying unaudited condensed consolidated financial statements have been prepared in accordance with U.S. generally accepted accounting principles ("GAAP") for interim financial information. Accordingly, they do not include all of the information and footnotes required by GAAP for audited financial statements. In the opinion of management, all adjustments (consisting of normal recurring accruals) considered necessary for fair presentation of our financial position and results of operations have been included. The Company's fiscal year ends on December 31 and interim results are not necessarily indicative of results for a full year or any other interim period. The condensed consolidated balance sheet at December 31, 2010 has been derived from the audited financial statements as of that date. The information contained in these condensed consolidated financial statements should be read in conjunction with the Company's consolidated financial statements and notes thereto for the fiscal year ended December 31, 2010 included in the Company's Registration

Statement on Form S-4 filed with the Securities and Exchange Commission on September 21, 2011. Certain reclassifications have been made to the prior year's consolidated financial statements to conform with the current year presentation.

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the amounts reported in the condensed consolidated financial statements and accompanying notes. Actual results could differ from those estimates.

4. Acquisitions

On April 1, 2011, the Company acquired all of the equity interests of Youth and Family Centered Services, Inc. ("YFCS"). YFCS operates 13 behavioral health facilities across the United States. The preliminary value of the total consideration is approximately $178 million. The qualitative factors comprising goodwill include efficiencies derived through synergies expected by the elimination of certain redundant corporate functions and expenses, the ability to leverage call center referrals to a broader provider base, coordination of services provided across the combined network of facilities, achievement of operating efficiencies by benchmarking performance and applying best practices throughout the combined company. Approximately $26.5 million of the goodwill associated with the YFCS acquisition is deductible for federal income tax purposes.

The preliminary fair values of assets acquired and liabilities assumed at the acquisition date, which are subject to revision as more detailed analysis is completed and additional information related to the fair value of intangible assets and other assets acquired and liabilities assumed becomes available, are as follows (in thousands):

Cash	$ 33
Accounts receivable	17,606
Prepaid expenses and other current assets	2,327
Deferred tax asset—current	1,935
Property and equipment	31,641
Goodwill	137,924
Intangible assets	19,421
Other long-term assets	2,219
Total assets acquired	213,106
Accounts payable	3,028
Accrued salaries and benefits	8,878
Other accrued expenses	2,952
Deferred tax liability – long-term	18,691
Other long-term liabilities	1,510
Total liabilities assumed	35,059
Net assets acquired	$ 178,047

Transaction-related expenses of $2.2 million and $10.6 million for the three and nine months ended September 30, 2011, respectively, relate to the acquisition of YFCS and the merger with PHC. Transaction-related expenses include $1.4 million related to severance costs for YFCS employees not retained by the Company. Additionally, the Company assumed an obligation of YFCS to make certain change-of-control payments of $2.2 million to certain executives of YFCS pursuant to pre-existing employment agreements. The total severance liability decreased to $2.1 million as of September 30, 2011 as a result of $1.5 million of payments made during the period from the acquisition date to September 30, 2011.

Pro Forma Information

The consolidated statement of operations for the nine months ended September 30, 2011 includes revenue of $92.4 million and income from continuing operations before income taxes of $7.8 million for YFCS relating to the period from April 1, 2011 to September 30, 2011. The following table provides certain pro forma financial information for the Company as if the YFCS acquisition occurred as of January 1, 2010 (in thousands):

	NINE MONTHS ENDED SEPTEMBER 30,	
	2011	2010
Revenue	$191,705	$186,125
Income (loss) from continuing operations, before income taxes	$ (11,312)	$ 22,381

5. Goodwill and Other Intangible Assets

The following table summarizes changes in goodwill for the nine months ended September 30, 2011 (in thousands):

Balance at January 1, 2011	$ 9,157
YFCS acquisition	137,924
Balance at September 30, 2011	$ 147,081

Other identifiable intangible assets and related accumulated amortization consist of the following as of September 30, 2011 and December 31, 2010 (in thousands):

	GROSS CARRYING AMOUNT		ACCUMULATED AMORTIZATION	
	SEPTEMBER 30, 2011	DECEMBER 31, 2010	SEPTEMBER 30, 2011	DECEMBER 31, 2010
Intangible assets subject to amortization:				
Trademarks	$ 85	$ 85	$ (73)	$ (64)
Patient-related intangible assets	1,200	—	(1,200)	—
Non-compete agreements	588	266	(403)	(207)
	1,873	351	(1,676)	(271)
Intangible assets not subject to amortization:				
Licenses and accreditations	8,329	129	—	—
Certificates of need	10,361	335	—	—
	18,690	464	—	—
Total	$ 20,563	$ 815	$ (1,676)	$ (271)

In connection with the YFCS acquisition, the Company acquired $19.4 million of intangible assets consisting of patient-related intangible assets of $1.2 million, non-compete agreements of $0.3 million, licenses and accreditations of $8.2 million and certificates of need of $9.7 million. The intangible assets acquired from YFCS have been recorded at preliminary estimates of fair value that are subject to change upon completion of the Company's valuation analyses. The patient-related intangible assets, which represent the value associated with the patients admitted to the YFCS facilities as of the acquisition date, have been amortized over the estimated three-month average term in which the existing patients will be discharged. The YFCS non-compete agreements are being amortized on a straight-line basis over the one-year term of the agreements.

Amortization expense for intangible assets during the three and nine months ended September 30, 2011 was approximately $0.1 million and $1.4 million, respectively, compared to $0 and $0.1 million for the three and nine months ended September 30, 2010, respectively. Amortization is computed using the straight-line method over the estimated useful life of the respective asset. The Company's licenses and accreditations and certificates of need intangible assets have indefinite lives and are therefore not subject to amortization.

6. Property and Equipment

Property and equipment consists of the following as of September 30, 2011 and December 31, 2010 (in thousands):

	SEPTEMBER 30, 2011	DECEMBER 31, 2010
Land	$ 11,164	$ 3,254
Building and improvements	40,691	15,606
Equipment	6,087	2,626
Construction in progress	4,871	589
	62,813	22,075
Accumulated depreciation	(5,030)	(3,323)
	$ 57,783	$ 18,752

7. Discontinued Operations

GAAP requires that all components of an entity that have been disposed of (by sale, by abandonment or in a distribution to owners) or are held for sale and whose cash flows can be clearly distinguished from the rest of the entity be presented as discontinued operations. In 2010, the Company ceased operations of its facility located in Hilo, Hawaii. Additionally, as part of the acquisition of YFCS on April 1, 2011, the Company acquired a facility located in Tampa Bay, Florida that was classified as discontinued operations during 2010. The results of operations of these facilities have been reported as discontinued operations in the accompanying condensed consolidated financial statements.

A summary of results from discontinued operations is as follows (in thousands):

	THREE MONTHS ENDED SEPTEMBER,		NINE MONTHS ENDED SEPTEMBER 30,	
	2011	2010	2011	2010
Revenue	$ —	$ 533	$ 50	$ 1,920
Net (loss) income from discontinued operations	$ (599)	$ (83)	$ (765)	$ 13

8. Long-Term Debt

Long-term debt consists of the following (in thousands):

	SEPTEMBER 30, 2011	DECEMBER 31, 2010
Senior Secured Credit Facility:		
Senior Secured Term Loans	$ 131,625	$ —
Senior Secured Revolving Line of Credit	6,500	—
Secured Promissory Notes	—	9,984
	138,125	9,984
Less: current portion	(6,750)	(9,984)
Long-term debt	$ 131,375	$ —

Senior Secured Credit Facility

On April 1, 2011, the Company entered into a senior secured credit facility (the "Senior Secured Credit Facility") administered by Bank of America, N.A. and providing $135.0 million of term loans and a revolving credit facility of $30.0 million. The term loans require quarterly principal payments of $1.7 million for June 30, 2011 to March 31, 2013, $3.4 million for June 30, 2013 to March 31, 2014, $4.2 million for June 30, 2014 to March 31, 2015, and $5.1 million for June 30, 2015 to December 31, 2015, with the remaining principal balance due on the maturity date of April 1, 2016. As of September 30, 2011, the Company had $23.1 million of availability under its revolving line of credit, which reflects the total revolving credit facility of $30.0 million less borrowings of $6.5 million and an undrawn letter of credit of $0.4 million.

Borrowings under the Senior Secured Credit Facility are guaranteed by each of the Company's domestic subsidiaries and are secured by a lien on substantially all of the assets of the Company and its domestic subsidiaries. Borrowings under the Senior Secured Credit Facility bear interest at a rate tied to the Company's Consolidated Leverage Ratio (defined as Consolidated Funded Indebtedness to Consolidated EBITDA, in each case as defined in the credit agreement governing the Senior Secured Credit Facility). The Applicable Rate as defined in the credit agreement governing the Senior Secured Credit Facility for borrowings under the Senior Secured Credit Facility was 4.0% and 3.0% for Eurodollar Rate Loans and Base Rate Loans, respectively, as of September 30, 2011. Eurodollar Rate Loans bear interest at the Applicable Rate plus the Eurodollar Rate (based upon the British Bankers Association LIBOR Rate prior to commencement of the interest rate period). Base Rate Loans bear interest at the Applicable Rate plus the highest of (i) the federal funds rate plus 0.5%, (ii) the prime rate and (iii) the Eurodollar rate plus 1.0%. As of September 30, 2011, borrowings under the Senior Secured Credit Facility bore interest at 4.2%. In addition, the Company is required to pay a commitment fee on undrawn amounts under the revolving line of credit. As of September 30, 2011, undrawn amounts bore interest at a rate of 0.5%.

Acadia amended its Senior Secured Credit Facility on July 12, 2011 to permit the Company to incur indebtedness so long as certain conditions regarding such indebtedness are satisfied. The amendment became effective on November 1, 2011 upon the consummation of the PHC merger and the issuance of $150.0 million of 12.875% Senior Notes due 2018 ("Senior Notes"), as described in Note 2. The Senior Notes were issued at a discount of $2.5 million.

The Company is subject to customary affirmative and negative covenants under the Senior Secured Credit Facility and the indenture governing the Senior Notes, including restrictions on liens, investments,

indebtedness and dividends, and Acadia is subject to specified financial covenants, including a maximum Consolidated Leverage Ratio covenant and a minimum Consolidated Fixed Charge Coverage Ratio (as defined in the credit agreement). As of September 30, 2011, the Company was in compliance with such covenants.

The Company capitalized approximately $5.9 million of debt issuance costs during the nine months ended September 30, 2011 associated with the Senior Secured Credit Facility.

Secured Promissory Notes

The Secured Promissory Notes were repaid on April 1, 2011.

9. Equity Arrangements

The Company was formed as a wholly-owned subsidiary of Holdings and was structured as a single-member limited liability corporation until its conversion to a C-corporation (Acadia Healthcare Company, Inc.) on May 13, 2011. On May 20, 2011, Acadia Healthcare Company, Inc. underwent a stock split by means of a stock dividend of 100,000 shares of common stock for each share of common stock outstanding such that 10,000,000 shares of common stock were issued and outstanding. On November 1, 2011, the Company completed a 1.7633-for-one stock split which resulted in 17,633,116 shares of common stock issued and outstanding on such date.

On April 1, 2011, Holdings amended its limited liability company agreement and its Class A Preferred Units, Class A Common Units, Class B Common Units, and Class B Preferred Units were exchanged for equivalent fair values of Class A Units and Class B Units as of such date. Additionally, on April 1, 2011, Holdings issued Class A Units and Class B Units to investors consisting of Waud Capital Partners or its affiliates and certain members of Acadia management for cash proceeds of $52.5 million.

On November 1, 2011, Holdings was dissolved and the 17,633,116 shares of common stock of Acadia Healthcare Company, Inc. were distributed to the members of Holdings, consisting of Waud Capital Partners or its affiliates and certain members of Acadia management, in accordance with their respective ownership interests. Additionally, on November 1, 2011, 4,891,667 shares of common stock of Acadia Healthcare Company, Inc. were issued to the PHC stockholders as part of the merger consideration.

10. Equity-Based Compensation

On January 4, 2010, certain members of senior management purchased 3,650 Class A Preferred Units and 3,650 Class A Common Units. The Company loaned the members of management the funds necessary to purchase these units pursuant to a three year recourse secured note bearing interest at 8% annually. Since these units contained certain repurchase provisions, they were accounted for as liability awards. The Company also issued 1,000 Class B Preferred Units and 19,000 Class B Common Units to senior management which only vest upon the occurrence of a certain qualified change in control. Accordingly, at December 31, 2010 none of the Class B Preferred Units and none of the Class B Common Units held by management were vested. The fair value of management's Class A Preferred Units and Class A Common Units at December 31, 2010 was approximately $0.6 million. The fair value of management's Class B Preferred Units and Class B Common Units at December 31, 2010 was approximately $5.9 million. There were no cancellations and no forfeitures on: (1) the Class A Preferred Units; (2) the Class A Common Units; (3) the Class B Preferred Units; and (4) the Class B Common Units. On April 1, 2011, in connection with the acquisition of YFCS, the vesting of the Class B Preferred Units and Class B Common Units was accelerated. The Class A Preferred Units, Class A Common Units, Class B Preferred Units, and Class B Common Units were exchanged for 5,650 new Class A units, 5,650 new Class B units, and $0.9 million in cash. As a result of the modification of the awards to accelerate the vesting, the Company recognized approximately $6.1 million of equity-based compensation expense on April 1, 2011. The fair value of the units and the recognized compensation expense were determined based on

approximately $36.0 million of contemporaneous cash investments from Waud Capital Partners or its affiliates and approximately $16.5 million of contemporaneous cash investments from new members of Acadia's management on April 1, 2011.

On April 1, 2011, Holdings issued Class C Units and Class D Units (the "Management Incentive Units") to certain members of management. Under the terms of the limited liability company agreement, the Management Incentive Units do not have value until certain performance targets are met. The Class C Units vest evenly over a five-year period on each of the first five anniversaries from the date of issuance and the Class D Units were immediately vested at the date of issuance. The Management Incentive Units contain certain repurchase provisions requiring such to be accounted for as liability awards. The estimated fair value of the Management Incentive Units of $13.7 million as of September 30, 2011 was based on various factors, including the value implied by the anticipated PHC merger and analyses of relevant EBITDA multiples as supported by guideline companies, and resulted in $13.7 million of equity-based compensation expense relating to the Management Incentive Units as of September 30, 2011. Such equity-based compensation expense will be adjusted in the fourth quarter of 2011 based on the fair value of common stock distributed to the unitholders in exchange for the Management Incentive Units upon closing of the PHC merger.

11. Earnings Per Share

Basic and diluted earnings per share are calculated in accordance with Accounting Standards Codification ("ASC") Topic 260, *Earnings Per Share*, using 17,633,116 shares of common stock as the weighted-average shares outstanding. All shares and per share amounts have been adjusted to reflect the stock splits completed on May 20, 2011 and November 1, 2011.

12. Income Taxes

Acadia was formed as a limited liability company (LLC) that is taxed as a partnership for federal and state income tax purposes. Some of Acadia's subsidiaries are organized as LLCs and others as corporations. Prior to April 1, 2011, the Company and its subsidiary LLCs were taxed as flow-through entities and as such, the results of operations of the Company related to the flow-through entities were included in the income tax returns of its members. On April 1, 2011, the Company and its wholly-owned LLC subsidiaries elected to be taxed as a corporation for federal and state income tax purposes, and, therefore, henceforth income taxes are the obligation of the Company.

Management is not aware of any course of action or series of events that have occurred that might adversely affect the Company's flow-through tax status for periods prior to April 1, 2011.

The Company has made tax payments of $2.3 million for both the three and nine months ended September 30, 2011.

The Company's provision for income taxes for continuing operations of $0.9 million and $3.4 million for the three and nine months ended September 30, 2011, respectively, consists of (a) current and deferred tax expense on the respective periods' operating results and (b), the recognition of deferred tax expense attributable to the change in federal and state tax status of the Company and its wholly-owned LLC subsidiaries, in accordance with ASC 740 on April 1, 2011.

Deferred income taxes reflect the net tax effects of temporary differences between the carrying amounts of assets and liabilities for financial reporting and income tax purposes. Current deferred tax assets are included in other current assets and non-current deferred tax liabilities are included in other liabilities on the Company's condensed consolidated balance sheets. Deferred tax assets and liabilities of the Company at September 30, 2011 and December 31, 2010 are as follows:

	SEPTEMBER 30, 2011	DECEMBER 31, 2010
Net operating losses and tax credit carryforwards - federal and state	$ 1,890	$ 691
Intangibles	—	44
Fixed asset basis difference	2,160	—
Prepaid items	—	57
Bad debt allowance	71	6
Accrued compensation and severance	1,659	74
Accrued expenses	1,276	376
Insurance reserves	309	315
Other assets	94	21
Valuation allowance	(898)	(447)
Total deferred tax assets	6,561	1,137
Fixed asset basis difference	(626)	(947)
Prepaid items	(72)	—
Intangibles	(22,365)	—
Total deferred tax liabilities	(23,063)	(947)
Net deferred tax asset (liability)	$ (16,502)	$ 190

13. Fair Value Measurements

The carrying amounts reported for cash and cash equivalents, accounts receivable, other current assets, accounts payable and other current liabilities approximate fair value because of the short-term maturity of these instruments.

The following table summarizes the financial instruments as of September 30, 2011 and December 31, 2010, which are recorded at fair value (in thousands):

	LEVEL 1	LEVEL 2	LEVEL 3	BALANCE AT SEPTEMBER 30, 2011
Cash and cash equivalents	$ 1,254	$ —	$ —	$ 1,254

	LEVEL 1	LEVEL 2	LEVEL 3	BALANCE AT DECEMBER 31, 2010
Cash and cash equivalents	$ 8,614	$ —	$ —	$ 8,614

14. Commitments and Contingencies

The Company is, from time to time, subject to various claims and legal actions that arise in the ordinary course of our business, including claims for damages for personal injuries, medical malpractice, breach of contract, business tort and employment related claims. In these actions, plaintiffs request a variety of damages, including, in some instances, punitive and other types of damages that may not be covered by insurance. In the opinion of management, the Company is not currently a party to any proceeding that would individually or in the aggregate have a material adverse effect on our business, financial condition or results of operations.

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. The Company believes that it is in compliance with all applicable laws and regulations and is not aware of any pending or threatened investigations involving allegations or wrongdoing. While no such regulatory inquiries have been made, compliance with such laws and regulations can be subject to future government review and interpretation, as well as significant regulatory action including fines, penalties and exclusion from the Medicare program.

Settlements under cost reimbursement agreements with third-party payors are estimated and recorded in the period in which the related services are rendered and are adjusted in future periods as final settlements are determined. Final determination of amounts earned under the Medicare and Medicaid programs often occurs in subsequent years because of audits by such programs, rights of appeal and the application of numerous technical provisions. In the opinion of management, adequate provision has been made for any adjustments and final settlements. However, there can be no assurance that any such adjustments and final settlements will not have a material effect on the Company's financial position or results of operations.

15. Recently Issued Accounting Standards

In August 2010, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2010-24, *"Health Care Entities (Topic 954): Presentation of Insurance Claims and Recoveries,"* which provides clarification to companies in the healthcare industry on the accounting for professional liability insurance. ASU 2010-24 states that insurance liabilities should not be presented net of insurance recoveries and that an insurance receivable should be recognized on the same basis as the liabilities, subject to the need for a valuation allowance for uncollectible accounts. ASU 2010-24 is effective for fiscal years beginning after December 15, 2010 and was adopted by the Company on January 1, 2011. The adoption of this standard increased other current assets by $1.0 million, other assets by $1.8 million, other current liabilities by $1.0 million and other long-term liabilities by $1.8 million in the condensed consolidated balance sheet as of September 30, 2011 as compared to December 31, 2010.

In December 2010, the FASB issued ASU 2010-28, *"Intangible — Goodwill and Other (Topic 350): When to Perform Step 2 of the Goodwill Impairment Test for Reporting Units with Zero or Negative Carrying Amounts."* This update requires an entity to perform all steps in the test for a reporting unit whose carrying value is zero or negative if it is more likely than not (more than 50%) that a goodwill impairment exists based on qualitative factors, resulting in the elimination of an entity's ability to assert that such a reporting unit's goodwill is not impaired and additional testing is not necessary despite the existence of qualitative factors that indicate otherwise. These changes became effective for the Company beginning January 1, 2011. The adoption of ASU 2010-28 did not have a material impact on the Company's consolidated financial statements.

In December 2010, the FASB issued ASU 2010-29, *"Business Combinations (Topic 805): Disclosure of Supplementary Pro Forma Information for Business Combinations."* This update changes the disclosure of pro forma information for business combinations. These changes clarify that if a public entity presents comparative financial statements, the entity should disclose revenue and earnings of the combined entity as though the business combination that occurred during the current year had occurred as of the beginning of the comparable prior annual reporting period only. Also, the existing supplemental pro forma disclosure requirements were

expanded to include a description of the nature and amount of material, nonrecurring pro forma adjustments directly attributable to the business combination included in the reported pro forma revenue and earnings. These changes became effective for the Company beginning January 1, 2011 and have been reflected in the notes to the consolidated financial statements.

In July 2011, the FASB issued ASU 2011-7, "*Health Care Entities (Topic 954): Presentation and Disclosure of Patient Service Revenue, Provision for Bad Debts, and the Allowance for Doubtful Accounts for Certain Health Care Entities.*" In accordance with ASU 2011-7, the Company will be required to present its provision for doubtful accounts as a deduction from revenue, similar to contractual discounts. Accordingly, the Company's revenue will be required to be reported net of both contractual discounts and its provision for doubtful accounts. Additionally, ASU 2011-7 will require the Company to make certain additional disclosures designed to help users understand how contractual discounts and bad debts affect recorded revenue in both interim and annual financial statements. ASU 2011-7 is required to be applied retrospectively and is effective for public companies for fiscal years beginning after December 15, 2011, and interim periods within those fiscal years. Early adoption is permitted. The adoption of ASU 2011-7 is not expected to impact the Company's financial position, results of operations or cash flows although it will impact the presentation of the statement of operations and require additional disclosures.

In September 2011, the FASB issued ASU 2011-08, "*Intangibles - Goodwill and Other (Topic 350): Testing Goodwill for Impairment.*" ASU 2011-08 is intended to simplify how entities test goodwill for impairment. The update permits the Company to first assess qualitative factors to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying amount as a basis for determining whether it is necessary to perform the two-step goodwill impairment test described in Topic 350. ASU 2011-08 is effective for annual and interim goodwill impairment tests performed for fiscal years beginning after December 15, 2011. Early adoption is permitted, including for annual and interim goodwill impairment tests performed as of a date before September 15, 2011, if an entity's financial statements for the most recent annual or interim period have not yet been issued. The adoption of ASU 2011-08 is not expected to have a material impact on the Company's consolidated financial statements.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The Board of Directors

We have audited the accompanying consolidated balance sheets of Acadia Healthcare Company, LLC and subsidiaries (the Company) as of December 31, 2010 and 2009, and the related consolidated statements of operations, member's equity, and cash flows for each of the three years in the period ended December 31, 2010. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. We were not engaged to perform an audit of the Company's internal control over financial reporting. Our audits included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of Acadia Healthcare Company, LLC and subsidiaries at December 31, 2010 and 2009, and the consolidated results of their operations and their cash flows for each of the three years in the period ended December 31, 2010, in conformity with U.S. generally accepted accounting principles.

/s/ Ernst & Young LLP

Atlanta, Georgia
July 12, 2011, except for paragraphs 2 and 3 of Note 16 as to which the date is November 22, 2011 and paragraph 4 of Note 16 as to which the date is December 14, 2011

ACADIA HEALTHCARE COMPANY, LLC AND SUBSIDIARIES

Consolidated Balance Sheets

	DECEMBER 31	
	2010	2009
ASSETS		
Current assets:		
Cash and cash equivalents	$ 8,614,480	$ 4,489,292
Receivables, net of allowances from doubtful accounts of approximately $1,144,000 and $1,374,000 at December 31, 2010 and 2009, respectively	5,469,203	6,011,354
Third-party receivables	—	641,487
Inventory	217,906	113,164
Deposits	637,059	616,725
Deferred tax asset	573,235	353,408
Income taxes receivable	120,604	—
Other receivables	536,284	266,636
Prepaid expenses	771,858	708,011
Other current assets	18,000	14,613
Total current assets	16,958,629	13,214,690
Property, plant, and equipment, net	18,751,563	18,403,429
Goodwill	9,156,984	9,156,984
Other intangible assets, net	544,419	478,594
Total assets	$ 45,411,595	$ 41,253,697
LIABILITIES AND MEMBERS' EQUITY		
Current liabilities:		
Accounts payable	$ 833,503	$ 1,256,537
Accrued liabilities	2,248,722	1,655,890
Accrued payroll and related expenses	3,069,958	2,994,535
Current portion of long-term debt	9,983,599	10,258,654
Current portion of accrued insurance liabilities	379,332	381,318
Third party settlements	78,396	—
Other current liabilities	1,465,917	1,030,294
Total current liabilities	18,059,427	17,577,228
Deferred tax liability	383,818	308,986
Other liabilities	419,802	484,625
Accrued insurance liabilities, net of current portion	1,441,877	1,689,527
Total liabilities	20,304,924	20,060,366
Member's equity	25,106,671	21,193,331
Total liabilities and member's equity	$ 45,411,595	$ 41,253,697

See accompanying notes.

ACADIA HEALTHCARE COMPANY, LLC AND SUBSIDIARIES

Consolidated Statements of Operations

	YEAR ENDED DECEMBER 31		
	2010	2009	2008
Net patient service revenue	$ 64,342,426	$ 51,821,294	$ 33,353,084
Salaries, wages, and benefits	36,332,883	30,752,435	22,342,489
Professional fees	3,612,484	1,976,670	951,918
Supplies	3,708,846	2,840,830	2,076,364
Rentals and leases	1,287,668	884,936	851,723
Other operating expenses	8,289,531	8,390,617	5,399,655
Provision for bad debts	2,238,902	2,424,283	1,803,930
Depreciation and amortization	976,260	966,574	739,824
Interest expense	738,208	773,752	729,043
	57,184,782	49,010,097	34,894,946
Income (loss) from continuing operations, before income taxes	7,157,644	2,811,197	(1,541,862)
Income taxes	(476,546)	(53,390)	(20,000)
Income (loss) from continuing operations	6,681,098	2,757,807	(1,561,862)
(Loss) income from discontinued operations, net of income taxes	(471,121)	118,812	(155,996)
Net income (loss)	$ 6,209,977	$ 2,876,619	$ (1,717,858)
Unaudited proforma income tax expense	(2,448,357)		
Unaudited proforma net income	$ 3,761,620		
Basic earnings per unit:			
Income (loss) from continuing operations	$ 0.38	$ 0.16	$ (0.09)
(Loss) income from discontinued operations	$ (0.03)	$ —	$ (0.01)
Net income (loss)	$ 0.35	$ 0.16	$ (0.10)
Diluted earnings per unit:			
Income (loss) from continuing operations	$ 0.38	$ 0.16	$ (0.09)
(Loss) income from discontinued operations	$ (0.03)	$ —	$ (0.01)
Net income (loss)	$ 0.35	$ 0.16	$ (0.10)
Unaudited proforma net income per unit:			
Basic	$ 0.21		
Diluted	$ 0.21		
Units outstanding:			
Basic	17,633,116	17,633,116	17,633,116
Diluted	17,633,116	17,633,116	17,633,116

See accompanying notes.

ACADIA HEALTHCARE COMPANY, LLC AND SUBSIDIARIES

Consolidated Statements of Member's Equity

	MEMBER'S EQUITY
Balance at December 31, 2007	$ 7,134,966
Capital contributions	10,395,104
Other	4,500
Net loss	(1,717,858)
Balance at December 31, 2008	15,816,712
Capital contributions	2,500,000
Net income	2,876,619
Balance at December 31, 2009	21,193,331
Distributions	(2,296,637)
Net income	6,209,977
Balance at December 31, 2010	$ 25,106,671

See accompanying notes.

ACADIA HEALTHCARE COMPANY, LLC AND SUBSIDIARIES

Consolidated Statements of Cash Flows

	YEAR ENDED DECEMBER 31		
	2010	2009	2008
Operating activities			
Net income (loss)	$ 6,209,977	$ 2,876,619	$ (1,717,858)
Loss (income) from discontinued operations, net of income taxes	471,121	(118,812)	155,996
Income (loss) from continuing operations, net of income taxes	6,681,098	2,757,807	(1,561,862)
Adjustments to reconcile net income to net cash provided by (used in) provided by operating activities:			
Provision for bad debts	2,238,902	2,424,283	1,803,930
Deferred income tax benefit	(144,995)	—	—
Depreciation and amortization	976,260	996,631	739,824
Changes in assets and liabilities:			
Accounts receivable	(2,174,135)	(2,993,769)	(3,378,594)
Deposits	(20,334)	(472,876)	(11,549)
Prepaid expenses and other assets	(282,016)	(111,093)	(915,255)
Income taxes receivable	(120,604)	—	—
Inventory	(104,742)	26,909	(78,355)
Third-party settlements	563,379	(657,811)	(103,828)
Accounts payable and accrued expenses	540,598	2,065,553	396,933
Accrued payroll and related expenses	186,651	1,368,821	552,321
Related-party payable	—	(206,724)	186,013
Insurance reserves	(249,636)	851,680	317,435
Net cash provided by (used in) operating activities of continued operations	8,090,426	6,049,411	(2,052,987)
Net cash provided by (used in) operating activities of discontinued operations	104,668	118,812	(64,920)
Net cash provided by (used in) operating activities	8,195,094	6,168,223	(2,117,907)
Investing activities			
Purchases of property and equipment	(1,495,412)	(333,864)	(351,186)
Acquisitions, net of cash acquired	—	(3,142,195)	(9,072,725)
Net cash used in investing activities of continuing operations	(1,495,412)	(3,476,059)	(9,423,911)
Net cash (used in) provided by investing activities of discontinued operations	(2,802)	65,413	68,633
Net cash used in investing activities	(1,498,214)	(3,410,646)	(9,355,278)
Financing activities			
Proceeds from issuance of debt	—	—	3,968,156
Capital contributions	—	2,500,000	10,395,104
Capital distributions	(2,296,637)	—	—
Other	—	—	4,500
Principal payments on debt	(275,055)	(813,516)	(4,525,209)
Net cash (used in) provided by financing activities of continuing operations	(2,571,692)	1,686,484	9,842,551
Net cash provided by financing activities of discontinuing operations	—	—	(5,184)
Net cash (used in) provided by financing activities	(2,571,692)	1,686,484	9,837,367
Change in cash and cash equivalents	4,125,188	4,444,061	(1,635,818)
Cash and cash equivalents at beginning of year	4,489,292	45,231	1,681,049
Cash and cash equivalents at end of year	$ 8,614,480	$ 4,489,292	$ 45,231
Supplemental disclosure of cash flow information			
Cash paid for interest	$ 587,088	$ 534,088	$ 634,908

See accompanying notes.

1. Description of the Business

Acadia Healthcare Company, LLC (hereinafter referred to as Acadia or the Company) was formed on October 24, 2005 as a limited liability company under the provisions of the Delaware Limited Liability Act (the Act). The Company is a wholly-owned subsidiary of Acadia Healthcare Holdings, LLC (hereafter referred to as Holdings or the Member). The Company's principal business is to develop and operate acute psychiatric hospitals (IPF), residential treatment centers (RTC) and substance abuse facilities to better serve the behavioral health and recovery needs of the communities throughout the United States.

2. Summary of Significant Accounting Policies

Basis of Presentation

The business of the Company is conducted through limited liability companies and C corporations, each of which is a wholly owned subsidiary of the Company. The consolidated financial statements include the accounts of the Company and its wholly owned subsidiaries. All significant intercompany accounts have been eliminated in consolidation.

Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting standards requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, including estimates for uncollectible patient receivables, estimates of amounts receivable and payable to third-party payors, and estimated insurance liabilities. There is a reasonable possibility that actual results could differ from those estimates.

Cash and Cash Equivalents

The Company considers all highly liquid investments with original maturities of three months or less to be cash equivalents. At times, cash and cash equivalent balances may exceed federally insured limits. The Company believes that it mitigates any risks by depositing cash and investing in cash equivalents with major financial institutions.

Property and Equipment

Property and equipment are stated at cost. Depreciation is calculated on the straight-line basis over the estimated useful lives of the assets, which are generally three to thirty years, or the term of the related lease if less than the useful life. When assets are sold or retired, the corresponding cost and accumulated depreciation are removed from the related accounts and any gain or loss is credited or charged to operations. Repair and maintenance costs are charged to expense as incurred. Depreciation expense for the years ended December 31, 2010, 2009 and 2008, was approximately $868,000, $865,000 and $708,000, respectively.

Inventory

Inventory consists of medical and other supplies and is valued at the lower of cost or market. Cost is determined using the first-in, first-out method.

Net Patient Service Revenue

Net patient service revenue is derived from services rendered to patients for inpatient psychiatric and substance abuse care, outpatient psychiatric care and adolescent residential treatment and includes revenue payable by the Medicare Program (Medicare) administered by the Center for Medicare and Medicaid Services (CMS), Medicaid Programs, commercial insurance (in network and out of network), and other payors including individual patients. Revenue is recorded at the time services are provided. Charity care is recorded as deduction to revenues for self-pay patients that the Company does not expect to be able to pay for care. Charity care deductions from revenue were $1.8 million, $1.8 million and $1.1 million for the years ended December 31, 2010, 2009 and 2008, respectively.

Patient service revenue is recorded at established billing rates less contractual adjustments. Contractual adjustments are recorded to state patient service revenue at the amount expected to be collected for the service provided based on amounts reimbursable by Medicare or Medicaid under provisions of cost or prospective reimbursement formulas or amounts due from other third-party payors at contractually determined rates.

The Company receives payments for services rendered from federal and state agencies (under the Medicare and Medicaid Programs), commercial insurance companies (in network and out of network), and other payors including individual patients. The majority of its reimbursement is from Medicare and Medicaid.

The following table presents patient service revenue by payor type as a percentage of total patient service revenue for the years ended December 31, 2010, 2009 and 2008:

	2010	2009	2008
Medicare	23%	22%	22%
Medicaid	39	40	41
Commercial	30	33	34
Self-pay and other	8	5	3
Total	100%	100%	100%

Settlements under cost reimbursement agreements with third-party payors are estimated and recorded in the period in which the related services are rendered and are adjusted in future periods as final settlements are determined. Final determination of amounts earned under the Medicare and Medicaid programs often occurs in subsequent years because of audits by such programs, rights of appeal and the application of numerous technical provisions. In the opinion of management, adequate provision has been made for any adjustments and final settlements. However, there can be no assurance that any such adjustments and final settlements will not have a material effect on the Company’s financial position or results of operations.

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. The Company believes that it is in compliance with all applicable laws and regulations and is not aware of any pending or threatened investigations involving allegations or wrongdoing. While no such regulatory inquiries have been made, compliance with such laws and regulations can be subject to future government review and interpretation, as well as significant regulatory action including fines, penalties and exclusion from the Medicare program.

Accounts Receivable and Allowance for Doubtful Accounts

The Company receives payments for services rendered from federal and state agencies (under the Medicare and Medicaid programs), commercial insurance companies (in network and out of network), and other payors including individual patients. The Company extends credit to its patients and does not require collateral. The Company does not charge interest on accounts receivable.

The Company does not believe that there are any significant concentrations of revenues from any particular payor that would subject it to any significant credit risks in the collection of its accounts receivable. Estimated provisions for doubtful accounts are recorded to the extent it is probable that a portion or all of a particular account will not be collected. In evaluating the collectibility of accounts receivable, the Company considers a number of factors, including the age of the accounts, historical collection experience, current economic conditions, and other relevant factors.

Income Taxes

Acadia was formed as a limited liability company (LLC). Some of Acadia's subsidiaries are organized as LLCs and others as C-corporations. The Company has elected, where applicable, that all such entities be taxed as flow-through entities and as such, the results of operations of the Company related to the flow-through entities are included in the income tax returns of its members. Accordingly, taxable income of the Company is the direct obligation of the Member. Management is not aware of any course of action or series of events that have occurred that might adversely affect the Company's flow-through tax status.

Some of the Company's subsidiaries are taxed as a C-corporation for federal and state income taxes as the respective subsidiary is directly liable for taxes on its separate income. A tax provision has been provided for income taxes that are the responsibility of the Company or its subsidiaries in the accompanying consolidated financial statements relating to the entities that are taxed as C-corporations and for any taxing jurisdictions that do not recognize an LLC as a flow-through entity.

Unaudited Pro Forma Income Taxes

The Company has prepared and provided pro forma disclosures in the consolidated statements of operations as if the Company's flow through entities were taxable as C-corporations for federal and state income tax purposes. The pro forma income tax expense was $2,448,357 for the year ended December 31, 2010 and is based on statutory income tax rates.

Advertising Costs

Advertising costs are expensed as incurred and approximated $210,000, $208,000 and $92,000 for the years ended December 31, 2010, 2009 and 2008.

Professional Liabilities Insurance

Loss provisions for professional liability claims are based upon independent actuarial estimates of future amounts that will be paid to claimants. These estimates include consideration of historical Company specific and general psychiatric industry claims experience, as well as future estimated claims payment patterns.

Goodwill and Other Intangible Assets

The Company has recorded assets acquired and liabilities assumed at their respective fair values. The Company recognizes specifically identifiable intangibles when a specific right or contract is acquired. Finite-lived intangible assets are amortized on a straight-line basis over the lessor of the underlying contractual or estimated useful lives.

The Company's goodwill and other indefinite-lived intangible assets are evaluated for impairment annually in its fiscal fourth quarter or more frequently if events indicate that the asset may be impaired. Such evaluation includes comparing the fair value of the asset with its carrying value. If the fair value of the goodwill and other indefinite-lived intangible asset is less than its carrying value, an impairment loss is recognized in an amount equal to the differences. During the years ended December 31, 2010 and 2009, the Company performed its annual impairment tests in the fourth quarter of 2010 and 2009, and did not incur an impairment charge.

Long-Lived Assets and Finite-Lived Intangible Assets

The carrying values of long-lived and finite lived intangible assets are reviewed whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. If this review indicates that the asset will not be recoverable, as determined based upon the undiscounted cash flows of the operating asset over the remaining amortization period, the carrying value of the asset will be reduced to its fair value.

Fair Values of Financial Instruments

In September 2006, FASB issued No. 157, Fair Value Measurements, or SFAS No. 157, which has been codified into Accounting Standards Codification 825 ("ASC 825"), Financial Instruments. This guidance, among other things, established a framework for measuring fair value and required supplemental disclosures about fair value measurements. The changes resulting from the application of this new accounting pronouncement primarily relate to the definition of fair value and the methods used to measure fair value. This guidance was effective for fiscal years beginning after November 15, 2007. However, the FASB subsequently deferred this guidance for one year insofar as it relates to certain non-financial assets and liabilities.

The Company adopted this guidance on January 1, 2008, except for the provisions relating to non-financial assets and liabilities that are not required or permitted to be recognized or disclosed at fair value on a recurring basis. The adoption of this guidance for financial assets and liabilities that are carried at fair value on a recurring basis did not have a material impact on our financial position or results of operations. Non-financial assets and liabilities include: (i) those items measured at fair value in goodwill impairment testing; (ii) tangible and intangible long-lived assets measured at fair value for impairment testing; and (iii) those items initially measured at fair value in a business combination. The portion of this guidance that defers the effective date for one year for certain non-financial assets and non-financial liabilities measured at fair value, except those that are recognized or disclosed at fair value in the financial statements on a recurring basis, was implemented January 1, 2009. The adoption of this guidance did not have a material impact on our financial position or results of operations.

In July 2011, the FASB issued Accounting Standards Update ("ASU") 2011-7, "*Health Care Entities*" (Topic 954): *Presentation and Disclosure of Patient Service Revenue, Provision for Bad Debts, and the Allowance for Doubtful Accounts for Certain Health Care Entities*. ASU 2011-7 requires healthcare organizations to present their provision for doubtful accounts related to patient service revenue as a deduction from revenue, similar to contractual discounts. In addition, all healthcare organizations will be required to provide certain disclosures designed to help users understand how contractual discounts and bad debts affect recorded revenue in both interim and annual financial statements. ASU 2011-7 is required to be applied retrospectively and is effective for public companies for fiscal years, and interim periods within those years, beginning December 15, 2011, with early adoption permitted. ASU 2011-7 is effective for the Company's fiscal year beginning October 1, 2012, and is not expected to significantly impact the Company's financial position, results of operations or cash flows, although it will change the presentation of the Company's revenues on its statements of operations, as well as requiring additional disclosures.

Financial Instruments

Accounting Standards Codification 825 (“ASC 825”), *Financial Instruments* (formerly Statement of Financial Accounting Standards No. 107), requires certain disclosures regarding the estimated fair values of financial instruments. The carrying value of cash and cash equivalents, net accounts receivable, accounts payable and accrued liabilities reflected in the consolidated financial statements approximate their estimated fair values due to their short-term nature.

Earnings Per Unit

Basic and diluted earnings per unit are calculated in accordance with ASC Topic 260, *Earnings Per Share* (formerly SFAS No. 128, *Earnings Per Share*) using the weighted-average units outstanding in each period, which represents the 100 units held by Holdings for all periods presented, adjusted to retroactively reflect the 100,000-for-one stock split that was effected by means of a stock dividend on May 20, 2011 and the 1.7633-for-one stock split completed on November 1, 2011.

Recent Accounting Pronouncements

In June 2009, the Financial Accounting Standards Board, or FASB, issued Statement of Financial Accounting Standards No. 168, *The FASB Accounting Standards Codification and the Hierarchy of Generally Accepted* Accounting Principle, which has been codified into Accounting Standards Codification 105, *Generally Accepted Accounting Principles*. This guidance establishes the FASB Accounting Standards Codification (the Codification) as the single source of authoritative, nongovernmental U.S. GAAP. The Codification did not change U.S. GAAP. All existing accounting standard documents were superseded and all other accounting literature not included in the Codification is considered non-authoritative. This guidance is effective for interim and annual periods ending after September 15, 2009. Accordingly, the Company has adopted this guidance for the year ended December 31, 2009. The adoption did not have a significant impact on its results of operations, cash flows or financial position.

Fair Value Option for Financial Assets and Financial Liabilities

In February 2007, the FASB issued Statement of Financial Accounting Standard No. 159, *The Fair Value Option for Financial Assets and Financial Liabilities—Including an amendment of FASB Statement No. 115*, which has been codified into Accounting Standards Codification 820 (“ASC 820”), *Financial Instruments*. This guidance is effective for fiscal years beginning after November 15, 2007 and permits entities to choose to measure many financial instruments and certain other items at fair value. This guidance also establishes presentation and disclosure requirements designed to facilitate comparisons between entities that choose different measurement attributes for similar types of assets and liabilities. Unrealized gains and losses on items for which the fair value option is elected would be reported in earnings. The Company has adopted this guidance and has elected not to measure any additional financial instruments and other items at fair value.

Acquisition Method of Accounting for Acquisitions

In December 2007, the FASB issued Statement of Financial Accounting Standards No. 141 (Revised 2007), *Business Combinations*, which has been codified into Accounting Standards Codification 805 (“ASC 805”). This guidance requires a number of changes, including changes in the way assets and liabilities are recognized in acquisition accounting as well as requiring the expensing of acquisition-related costs as incurred. Additionally, it provides guidance for recognizing and measuring the goodwill acquired in the business combination and determines what information to disclose to enable users of the financial statements to evaluate the nature and financial effects of the business combination. Furthermore, this guidance requires any adjustments to acquired deferred tax assets and liabilities occurring after the related measurement period to be made through earnings for both acquisitions occurring prior and subsequent to its effective date. The Company adopted

ASC 805 on January 1, 2009. Earlier adoption was prohibited. The adoption of this guidance, prospectively, may have a material effect on the Company's results of operations and financial position, to the extent that it has material acquisitions, as costs that have historically been capitalized will now be expensed, such as accounting, legal and other professional fees. Acquisition related costs are expensed as incurred and approximated $849,000 and $204,000 for the years ended December 31, 2010 and 2009, respectively.

Non-controlling Interests in Consolidated Financial Statements

In December 2007, the FASB issued Statement of Financial Accounting Standards No. 160, *Noncontrolling Interests in Consolidated Financial Statements—An Amendment of ARB No. 51*, which has been codified into Accounting Standards Codification 810 ("ASC 810"), *Consolidation*. This guidance establishes accounting and reporting standards for the noncontrolling interest in a subsidiary and for the deconsolidation of a subsidiary and clarifies that a noncontrolling interest in a subsidiary is an ownership interest in the consolidated entity that should be reported as equity in the consolidated financial statements. Additionally, this guidance changes the way the consolidated income statement is presented by requiring consolidated net income to be reported at amounts that include the amounts attributable to both the parent and the noncontrolling interest and requires expanded disclosures in the consolidated financial statements that clearly identify and distinguish between the interests of the parent's owners and the interests of the noncontrolling owners of a subsidiary, including a reconciliation of the beginning and ending balances of the equity attributable to the parent and the noncontrolling owners and a schedule showing the effects of changes in a parent's ownership interest in a subsidiary on the equity attributable to the parent.

This guidance does not change the provisions of Accounting Research Bulletin No. 51, *Consolidated Financial Statements*, which has also been codified into ASC 810, *Consolidation*, related to consolidation purposes or consolidation policy, or the requirement that a parent consolidate all entities in which it has a controlling financial interest. This guidance does, however, amend certain of consolidation procedures to make them consistent with the requirements of ASC Topic 805 as well as to provide definitions for certain terms and to clarify some terminology. This guidance was effective on January 1, 2009 for the Company. Earlier adoption was prohibited. This guidance must be applied prospectively as of the beginning of the fiscal year in which it is initially applied, except for the presentation and disclosure requirements, which must be applied retrospectively for all periods presented. The adoption of this guidance did not have a material impact on the Company's results of operations, cash flows or financial position.

Determination of Useful Life of Intangible Assets

In April 2008, the FASB issued FASB Staff Position, or FSP No. 142-3, *Determination of the Useful Life of Intangible Assets*, which has been codified into Accounting Standards Codification 350 ("ASC 350"), *Intangibles—Goodwill and Other*. This guidance is intended to improve the consistency between the useful life of a recognized intangible asset under SFAS No. 142, *Goodwill and Other Intangible Assets*, as codified into ASC 350, and the period of expected cash flows used to measure the fair value of the asset under SFAS No. 141(R), as codified into ASC 805, *Business Combination*, when the underlying arrangement includes renewal or extension of terms that would require substantial costs or result in a material modification to the asset upon renewal or extension. Companies estimating the useful life of a recognized intangible asset must now consider their historical experience in renewing or extending similar arrangements or, in the absence of historical experience, must consider assumptions that market participants would use about renewal or extension as adjusted for ASC 350's entity-specific factors. This guidance is effective for the Company beginning January 1, 2009. The adoption of this guidance did not have a material impact on the consolidated financial statements of the Company.

Convertible Debt Instruments

In May 2008, the FASB issued FSP, No. APB 14-1, *Accounting for Convertible Debt Instruments That May Be Settled in Cash upon Conversion (Including Partial Cash Settlement)*, which has been codified into Accounting Standards Codification 470 ("ASC 470"), *Debt*. This guidance specifies that issuers of certain convertible debt instruments must separately account for the liability and equity components thereof and reflect interest expense at the entity's market rate of borrowing for non-convertible debt instruments. This guidance is effective for financial statements issued for fiscal years beginning after December 15, 2008, and interim periods within those fiscal years. Early adoption was not permitted. This guidance requires retrospective application to all periods presented in the annual financial statements for the period of adoption and where applicable instruments were outstanding during an earlier period. The cumulative effect of the change in accounting principle on periods prior to those presented shall be recognized as of the beginning of the first period presented. An offsetting adjustment shall be made to the opening balance of retained earnings for that period, presented separately. The adoption of this guidance did not have a material impact on the Company's results of operations, cash flows or financial position.

Fair Value Measurements

In April 2009, the FASB issued FSP No. FAS 157-4, *Determining Fair Value When the Volume and Level of Activity for the Asset or Liability Have Significantly Decreased and Identifying Transactions That Are Not Orderly*, which has been codified into ASC 820, *Fair Value Measurements and Disclosures*. This guidance provides additional direction for estimating fair value when the volume and level of activity for the asset or liability have significantly decreased. This guidance also includes direction on identifying circumstances that indicate a transaction is not orderly. This guidance emphasizes that even if there has been a significant decrease in the volume and level of activity for the asset or liability and regardless of the valuation technique(s) used, the objective of a fair value measurement remains the same. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction, not a forced liquidation or distressed sale, between market participants at the measurement date under current market conditions. This guidance is effective for interim and annual reporting periods ending after June 15, 2009, and is applied prospectively. The adoption of this guidance did not have a material impact on the Company's consolidated financial statements.

Subsequent Events

In May 2009, the FASB issued SFAS No. 165, *Subsequent Events*, which has been codified into Accounting Standards Codification 855 ("ASC 855"). This guidance establishes general standards of accounting for and disclosure of events that occur after the balance sheet date but before financial statements are issued. The Company adopted this guidance for the year ended December 31, 2009.

Recent Accounting Guidance Not Yet Adopted

In January 2010, the FASB issued guidance to amend the disclosure requirements related to recurring and nonrecurring fair value measurements. The guidance requires new disclosures on the transfers of assets and liabilities between Level 1 (quoted prices in active market for identical assets or liabilities) and Level 2 (significant other observable inputs) of the fair value measurement hierarchy, including the reasons and the timing of the transfers. Additionally, the guidance requires a roll forward of activities on purchases, sales, issuance, and settlements of the assets and liabilities measured using significant unobservable inputs (Level 3 fair value measurements). The guidance became effective for the Company with the reporting period beginning January 1, 2010, except for the disclosure on the roll forward activities for Level 3 fair value measurements, which became effective with the reporting period beginning January 1, 2011. This new guidance will not have a material impact on the consolidated financial statements.

In October 2009, the FASB issued guidance on revenue recognition that became effective for the Company beginning January 1, 2011, with earlier adoption permitted. Under the new guidance on arrangements that include software elements, tangible products that have software components that are essential to the functionality of the tangible product will no longer be within the scope of the software revenue recognition guidance, and software-enabled products will now be subject to other relevant revenue recognition guidance. Additionally, the FASB issued guidance on revenue arrangements with multiple deliverables that are outside the scope of the software revenue recognition guidance. Under the new guidance, when vendor specific objective evidence or third party evidence for deliverables in an arrangement cannot be determined, a best estimate of the selling price is required to separate deliverables and allocate arrangement consideration using the relative selling price method. The new guidance includes new disclosure requirements on how the application of the relative selling price method affects the timing and amount of revenue recognition. The adoption of this new guidance will not have a material impact on the consolidated financial statements.

In June 2009, the FASB issued guidance on the consolidation of variable interest entities, which is effective for the Company beginning January 1, 2011. The new guidance requires revised evaluations of whether entities represent variable interest entities, ongoing assessments of control over such entities, and additional disclosures for variable interests. The adoption of this new guidance will not have a material impact on the consolidated financial statements.

The Company has reviewed other recently issued accounting pronouncements and believes none will have any material impact on the consolidated financial statements.

3. Acquisitions

2008 Acquisition

On September 15, 2008, the Company acquired certain assets of RiverWoods Psychiatric Center, a psychiatric hospital in Atlanta, Georgia (Atlanta). The gross purchase price was approximately $8,700,000 plus transaction costs of approximately $419,000. Assets acquired included real property, personal property and intangible assets such as noncompete agreements, Medicare licenses and a certificate of need.

The total purchase price of the 2008 acquisition has been allocated to the assets acquired with the advice of an independent valuation firm. The purchase price allocation was as follows:

	2008 ATLANTA
Fair value of assets acquired, excluding cash:	
Land	$ 820,000
Land improvements	110,000
Property, plant, and equipment	7,211,000
Furniture	111,700
Identifiable intangible assets	200,000
Goodwill	666,745
Total assets acquired	$ 9,119,445

2009 Acquisitions

On March 5, 2009, the Company acquired certain assets of Acadiana Addiction Center, LLC, a substance abuse treatment center in Lafayette, Louisiana (Acadiana). The gross purchase price was approximately $2,600,000 and cash received was approximately $400,000 for a net purchase price of

approximately $2,200,000. In addition the Company may have to pay an additional $949,000 (earn-out payments) if certain earnings levels are achieved during the first three years. The estimated the fair value of earn-out payments at the date of the acquisition was approximately $713,000 based upon expected earnings of Acadiana. The Company incurred transaction costs of approximately $63,000, which were expensed as incurred. Assets acquired included personal property and intangible assets such as noncompete agreements and a trade name.

The estimated fair value of the earn-out payments and intangible assets acquired were determined by management with the advice of an independent valuation firm. The fair values of assets acquired at the acquisition date were as follows:

	2009 ACADIANA
Fair value of assets acquired, excluding cash:	
Vehicles	$ 39,815
Goodwill	2,746,982
Identifiable intangible assets	175,000
Total assets acquired	$ 2,961,797

On November 2, 2009, the Company acquired certain assets from Parkwest Medical Center related to its residential mental health treatment program in Louisville, Tennessee (The Village). The purchase price was approximately $10. The Company incurred transaction costs of approximately $41,000, which were expensed as incurred. Assets acquired included personal property. The fair values of assets acquired at the acquisition date were as follows:

	2009 THE VILLAGE
Fair value of assets acquired, excluding cash:	
Vehicles	$ 40,980
Property, plant and equipment	59,005
Total assets acquired	$ 99,985

As the fair value of the consideration transferred was less than the fair value of the net assets acquired, in accordance with Accounting Standards Codification 805 (ASC 805), *Business Combinations*, the Company has accounted for the acquisition of The Village as a “Bargain Purchase” and has recorded a gain of approximately $99,985 for the year ended December 31, 2009 which is reflected in other gains in the consolidated statements of operations.

2011 Acquisition

On April 1, 2011, the Company acquired 100 percent of the equity interests of Youth and Family Centered Services, Inc. (YFCS). YFCS operates 13 behavioral health facilities across the United States. The preliminary value of the total consideration transferred is approximately $178.0 million, which represents the cash consideration paid at closing of $178.1 million less a working capital settlement of $0.1 million. The qualitative factors comprising goodwill include efficiencies derived through synergies expected by the elimination of certain redundant corporate functions and expenses, the ability to leverage call center referrals to a

broader provider base, coordination of services provided across the combined network of facilities, achievement of operating efficiencies by benchmarking performance and applying best practices throughout the combined company.

Approximately $26.5 million of the goodwill associated with the YFCS acquisition is deductible for federal income tax purposes.

The preliminary fair values of assets acquired and liabilities assumed at the acquisition date, which are subject to revision as more detailed analysis is completed and additional information related to the fair value of property and equipment and other assets acquired and liabilities assumed becomes available, are as follows (in thousands):

Cash	$ 33
Accounts receivable	17,606
Prepaid expenses and other current assets	2,327
Deferred tax asset-current	1,935
Property and equipment	31,911
Goodwill	137,654
Intangible assets	19,421
Other long-term assets	2,219
Total assets acquired	213,106
Accounts payable	3,028
Accrued salaries and benefits	8,878
Other accrued expenses	2,952
Deferred tax liability—long-term	18,691
Other long-term liabilities	1,510
Total liabilities assumed	35,059
Net assets acquired	$ 178,047

To assist in financing the acquisition of YFCS, the Company entered into a new credit facility consisting of a term loan of $135,000,000 and a revolving credit facility of $30,000,000. On April 1, 2011, $10,000,000 was drawn on the revolving credit facility as part of the funding of the YFCS acquisition. Also in connection with the YFCS acquisition, the Company received approximately $52,544,000 as equity investment from Holdings.

Pro Forma Information

The consolidated statements of operations include the following net patient service revenue and income from continuing operations, before income taxes, for Atlanta, Acadiana and The Village for the periods denoted below:

	NET PATIENT SERVICE REVENUE	INCOME (LOSS) FROM CONTINUING OPERATIONS, BEFORE INCOME TAXES
Atlanta actual from September 15, 2008 to December 31, 2008	$ 2,311,255	$ (4,929)
Acadiana actual from March 5, 2009 to December 31, 2009	$ 2,646,957	$ 471,788
The Village actual from November 2, 2009 to December 31, 2009	$ 999,724	$ (146,125)

The following table provides certain pro forma financial information for the Company as if the Atlanta, Acadiana and The Village acquisitions described above occurred as of January 1, 2008 and as if the YFCS acquisition described above occurred as of January 1, 2010:

	YEAR ENDED DECEMBER 31,		
	2010	2009	2008
Net patient service revenue	$ 248,728,426	$ 56,546,150	$ 47,249,190
Income (loss) from continuing operations, before income taxes	$ 4,443,644	$ 1,057,711	$ (2,272,996)

4. Discontinued Operations

On November 10, 2007, the Company terminated its lease of the real property related to Longview with the landlord in exchange for a cash settlement payment of approximately $220,000 and assignment of and transfer of all fixed assets on the premises which had a net book value of approximately $474,000. The results of operations of Acadia Hospital Longview, LLC have been reported as discontinued operations in the accompanying consolidated statements of operations. In connection with the disposal of Acadia Hospital Longview, LLC, the Company incurred a loss on the disposal of approximately $2,019,000, which included the write-off of approximately $1,717,000 in goodwill in 2007. A loss of approximately $30,000 was recorded for the year ended December 31, 2008 in connection with the closure of this location.

On October 21, 2010 the Company ceased operations at the facility located in Hilo, Hawaii. The facility operating lease was terminated effective January 8, 2011. All remaining assets were disposed of with the exception of a vehicle, which was transferred to an affiliate. The results of operations of Kids Behavioral Health of Hawaii, LLC have been reported as discontinued operations in the accompanying consolidated statements of operations.

A summary of discontinued operations for the years ended December 31, 2010, 2009 and 2008, is as follows:

	2010	2009	2008
Net patient service revenue	$ 2,010,867	$ 3,209,814	$ 3,187,607
Net (loss) gain from discontinued operations	$ (471,121)	$ 118,812	$ (155,996)

5. Formation and Member's Equity

The equity balances and activity of Holdings are as follows for the years ended December 31, 2010, 2009 and 2008:

	CLASS A PREFERRED UNITS		CLASS B PREFERRED UNITS		CLASS A COMMON UNITS		CLASS B COMMON UNITS		ACCUMULATED DEFICIT	TOTAL
	UNITS	AMOUNTS	UNITS	AMOUNT	UNITS	AMOUNT	UNITS	AMOUNT		
Balance at December 31, 2007	202,950	$ 26,304,546	—	$ —	200,500	$ 200,500	—	$ —	$ (19,370,080)	$ 7,134,966
Capital contributions	—	10,395,104	—	—	—	—	—	—	—	10,395,104
Accrued preferred unit return	—	3,112,542	—	—	—	—	—	—	(3,112,542)	—
Other	—	—	—	—	4,500	4,500	—	—	—	4,500
Net loss	—	—	—	—	—	—	—	—	(1,717,858)	(1,717,858)
Balance at December 31, 2008	202,950	39,812,192	—	—	205,000	205,000	—	—	(24,200,480)	15,816,712
Capital contributions	—	2,500,000	—	—	—	—	—	—	—	2,500,000
Accrued preferred unit return	—	4,346,800	—	—	—	—	—	—	(4,346,800)	—
Other	247,005	(111,106)	—	—	249,500	(2,000)	—	—	113,106	—
Net income	—	—	—	—	—	—	—	—	2,876,619	2,876,619
Balance at December 31, 2009	449,955	46,547,886	—	—	454,500	203,000	—	—	(25,557,555)	21,193,331
Distributions	(1,980)	(2,296,637)	—	—	(2,000)	—	—	—	—	(2,296,637)
Accrued preferred unit return	—	4,851,643	—	—	—	—	—	—	(4,851,643)	—
Net income	—	—	—	—	—	—	—	—	6,209,977	6,209,977
Balance at December 31, 2010	447,975	$ 49,102,892	—	$ —	452,500	$ 203,000	—	$ —	$ (24,199,221)	$25,106,671

The terms of the formation of Holdings were specified by its limited liability company agreement (the Agreement). The Agreement provided for the issuance of membership units comprised of Preferred Units, Class A Units, Class B Units, and Class C Units. In August 2009, the Agreement was amended and revised (the Amended Agreement). Under the Amended Agreement: Preferred Units were reauthorized as Class A Preferred Units; Class A Units were reauthorized as Class A Common Units; Class B Units were reauthorized as Class B Common Units; Class B Preferred Units were authorized and Class C Units were no longer authorized.

Each holder of Class A Common Units is entitled to one vote per unit. Class A Preferred, Class B Preferred and Class B Common Units are not accorded voting rights. Except as otherwise specifically provided in the Agreement, the liability of the members is generally limited to their initial capital contributions. Holdings and the Company will continue indefinitely unless dissolved by a vote of the Board of Managers, a liquidation, dissolution, or winding up of Holdings or the Company, or judicial dissolution in accordance with the Act. The death, retirement, expulsion, withdrawal, bankruptcy, or dissolution of any member will not cause the dissolution of Holdings or the Company.

The affairs and the business of Holdings and the Company are managed by a Board of Managers, except in instances where the approval of the members is expressly required by law. The Board of Managers is comprised of six managers.

Three managers, including the Chairman of the Board of Managers, are designated by the Majority Holder of the Preferred Class A Units and the Class A Common Units (Majority Holder).

Acadia's Chief Executive Officer (CEO) also serves as a manager and the remaining two managers are outside managers with significant industry experience designated by the Majority Holder with the approval of the CEO.

Members holding Preferred Class A Units hold certain preferences in the event the Company is liquidated and are entitled to an annual return of 10% on the Preferred Class A capital balance plus any unpaid preferred returns from previous periods. Cumulative accrued returns approximated $14,511,000, $9,679,000 and $5,312,000 at December 31, 2010,a 2009 and 2008, respectively.

Approximately 1,000 Class B Preferred Units, 3,650 Class A Common Units and 25,000 Class B Common Units have been reserved for issuance to certain employees of Holdings as of December 31, 2010. The Class B Preferred Units and Class B Common Units vest upon a qualified change in control (as defined in the Amended Agreement) of the Holdings.

On August 31, 2009, the Company issued 247,005 and 249,500 Class A Preferred Units and Class A Common Units, respectively, to the Majority Holders in exchange for an aggregate commitment to contribute capital of $24,950,000.

On January 4, 2010, certain members of senior management of the Company purchased 3,650 Class A Preferred Units and 3,650 Class A Common Units. The Company loaned the members of management the funds necessary to purchase these units pursuant to a three year recourse secured note bearing interest at 8% annually. Since these units contain certain repurchase provisions, they are accounted for as liability awards. The Company also issued 1,000 Class B Preferred Units and 19,000 Class B Common Units to senior management which only vest upon the occurrence of a certain qualified change in control. Accordingly, at December 31, 2010 none of the Class B Preferred Units and none of the Class B Common Units held by management were vested. The fair value of management's Class A Preferred Units and Class A Common Units at December 31, 2010 was approximately $607,000. The fair value of management's Class B Preferred Units and Class B Common Units at December 31, 2010 was approximately $5,907,000. There were no cancellations and no forfeitures on: (1) the Class A Preferred Units; (2) the Class A Common Units; (3) the Class B Preferred Units; and (4) the Class B Common Units. On April 1, 2011, in connection with the merger with YFCS, the vesting of the Class B Preferred Units and Class B Common Units was accelerated. The Class A Preferred Units, Class A Common Units, Class B Preferred Units, and Class B Common Units were exchanged for 5,650 new Class A units, 5,650 new Class B units, and $861,758 in cash. As a result, the Company recognized approximately $6,146,000 of share based compensation on April 1, 2011.

Members of Holdings made contributions of $2,500,000 and $10,395,000 during the years ended December 31, 2009 and 2008, respectively. No contributions were made by members during the year ended December 31, 2010.

6. Concentrations of Credit Risk

Financial instruments that potentially subject the Company to concentration of credit risk consist primarily of patient accounts receivable. Should government agencies suspend or significantly reduce contributions to the Centers for Medicare and Medicaid Services (CMS) program, the Company's ability to collect on its receivables would be adversely affected. The Company's exposure to credit risk with respect to its remaining receivables is limited due to the large number of payors and their geographic dispersion.

The Company maintains its cash in bank deposit accounts, which, at times, may exceed federally insured limits. Acadia has not experienced any losses in such accounts. The Company believes it is not exposed to any significant credit risk on cash and cash equivalents.

7. Property and Equipment

Property and equipment consists of the following at December 31, 2010 and 2009:

	2010	2009
Land	$ 3,254,130	$ 3,253,180
Building and improvements	14,914,201	14,742,343
Leasehold improvements	691,900	508,299
Equipment	1,783,458	1,502,800
Furniture and fixtures	842,865	684,268
	21,486,554	20,690,890
Accumulated depreciation and amortization	(3,323,315)	(2,359,636)
Construction in progress	588,324	72,176
	$ 18,751,563	$ 18,403,429

8. Goodwill and Other Intangible Assets

The following is a rollforward of the Company's goodwill as of December 31, 2010 and 2009.

	2010	2009
Beginning balance	$ 9,156,984	$ 6,395,002
Additions through acquisitions	—	2,761,982
Ending balance	$ 9,156,984	$ 9,156,984

The Company has no accumulated impairment related to its goodwill as of December 31, 2010, 2009 and 2008.

Other identifiable intangible assets and related accumulated amortization consists of the following as of December 31, 2010 and 2009.

	2010	2009
Intangible assets subject to amortization:		
Cost:		
Trademarks	$ 85,000	$ 85,000
Noncompete	266,000	285,000
	351,000	370,000
Less accumulated amortization	(270,800)	(175,406)
	80,200	194,594
Intangible assets not subject to amortization:		
Medicare licenses	128,922	134,000
Certificate of Need	335,297	150,000
	464,219	284,000
Intangible assets, net	$ 544,419	$ 478,594

Amortization is computed using the straight-line method over the estimated useful life of the respective asset. The Company's Medicare licenses and their Certificate of Need have indefinite lives and are therefore also not subject to amortization.

The weighted average amortization period for intangible assets subject to amortization are as followings (in years):

Trademarks	5.0
Noncompete	3.4
Total weighted average	3.8

Amortization of intangible assets totaled $108,534, $101,867, and $31,867 for the years ended December 31, 2010, 2009 and 2008, respectively.

The Company expects future amortization expense resulting from other intangible assets at December 31, 2010, as follows:

2011	$50,617
2012	23,333
2013	5,000
2014	1,250
	$80,200

9. Debt

At December 31, 2010 and 2009, notes payable consist of the following:

	2010	2009
Secured Promissory note (secured by the physical assets of Acadia) with interest payments due monthly for the first 12 months and interest and principal payments thereafter with the total outstanding amount due on December 31, 2010 (see below), bearing interest at a variable rate	$6,515,443	$ 6,790,498
Secured Promissory note (secured by the assets of Acadia) with interest payments due on a monthly basis and principal and all remaining interest due December 31, 2010 (see below), bearing interest at a variable rate	3,468,156	3,468,156
Unsecured Promissory notes from the Majority Holder with all principal and interest payments due on April 6, 2009, bearing interest at a fixed rate of 12%	—	—
	9,983,599	10,258,654
Less current portion	9,983,599	10,258,654
	$ —	$ —

The estimated fair value of debt approximates the carrying amount of $9,983,599 and $10,258,654 at December 31, 2010 and 2009 respectively, due to the short term nature of the debt. The Secured Promissory notes that matured on December 31, 2010 were extended for an additional term on January 27, 2011 and were repaid on April 1, 2011.

10. Commitments and Contingencies

Leases

The Company is obligated under certain operating leases to rent space for its IPF and RTC facilities and other office space. The terms of the leases range from five to ten years, with optional renewal periods. The Company's building lease for Lafayette contains a fair market value purchase option exercisable under certain conditions during the lease terms.

Aggregate minimum lease payments under noncancelable operating leases with original or remaining lease terms in excess of one year are as follows:

Year ended December 31,	
2011	$ 1,027,274
2012	1,062,025
2013	1,040,907
2014	965,827
2015 Thereafter	925,505
Thereafter	1,758,118
Total minimum rental obligations	$ 6,779,656

For the years ended December 31, 2010, 2009 and 2008, the Company incurred rental expense, in the aggregate, under all of its operating leases of approximately $1,287,668, $884,936 and $851,723, respectively.

Insurance

Prior to July 1, 2009, the Company maintained commercial insurance coverage on an occurrence basis for workers' compensation claims with no deductible. Effective July 1, 2009, the Company maintains commercial insurance coverage on an occurrence basis with a $250,000 deductible per claim and $1 million per claim limit. The Company maintains commercial insurance coverage on a claims-made basis for general and professional liability claims with a $50,000 deductible and $1 million per claim limit and an aggregate limit of $3 million with excess umbrella coverage for an additional $7 million.

The accrued insurance liabilities included in the accompanying consolidated balance sheets include estimates of the ultimate costs for both reported claims and claims incurred but not reported through December 31, 2010. In the opinion of management, adequate provision has been made for losses that may occur from the asserted and unasserted claims.

The healthcare industry in general continues to experience an increase in the frequency and severity of litigation and claims. As is typical in the healthcare industry, the Company could be subject to claims that its services have resulted in patient injury or other adverse effects. In addition, resident, visitor and employee injuries could also subject the Company to the risk of litigation. While the Company believes that quality care is provided to patients in its facilities and that it materially complies with all applicable regulatory requirements, an adverse determination in a legal proceeding or government investigation could have a material adverse effect on the Company's financial condition.

11. Employee Benefit Plan

The Company maintains a qualified defined contribution 401(k) plan covering substantially all of its employees. The Company may, at its discretion, make contributions to the plan. For the years ended December 31, 2010, 2009 and 2008, the Company contributed approximately $102,000, 89,000 and 105,000, respectively, to the 401(k) plan.

12. Related-Party Transactions

Under the terms of the Agreement, the Majority Holder is entitled to receive advisory, financing, and transaction fees for services rendered to the Company.

Advisory fees represent management consulting services rendered to the Company and totaled $550,000, $500,000, and $450,000, for the years ended December 31, 2010, 2009 and 2008, respectively.

Financing fees represent services rendered in assisting the Company with negotiating, arranging and structuring certain financing transactions. The Majority Holder was entitled to Financing Fees of $0, $0 and $10,000 for the years ended December 31, 2010, 2009 and 2008, respectively. The Majority Holder was also entitled to a transaction fee of approximately $1 million upon the date of its initial contribution to the Company and an additional $1 million payment upon the date of the amended and restated LLC Agreement. The Majority Holder was entitled to a restructuring fee of $480,000 upon the date of the amended and restated LLC Agreement. The Majority Holder has irrevocably waived payment of any advisory, financing, transaction and restructuring fees from inception of the Company through December 31, 2010 (the Waived Fees). These Waived Fees are subject to a 10% return until paid. Aggregate cumulative Waived Fees approximated $6,590,000 and $5,433,000 as of December 31, 2010 and 2009, respectively.

Through December 31, 2009, Acadia contracted for certain services (the Purchased Services) from Regency Hospital Company, LLC (Regency), a company in which the Majority Holder previously held a majority of the membership units. Fees incurred for the Purchased Services provided by Regency were based upon time and materials incurred for providing the service. For the years ended December 31, 2009 and 2008, Purchased Services fees approximated $19,000 and $189,000.

13. Income Taxes

Acadia was formed as a limited liability company (LLC) which is taxed as a partnership for Federal income tax purposes. Some of Acadia's subsidiaries are organized as LLC's and others as corporations. The Company and its subsidiary LLCs will be taxed as flow-through entities and as such, the results of operations of the Company related to the flow-through entities are included in the income tax returns of its members.

Accordingly, taxable income of the Company is the direct obligation of the members. Management is not aware of any course of action or series of events that have occurred that might adversely affect the Company's flow-through tax status.

Some of the Company's subsidiaries are taxed as C-corporations and the respective subsidiaries are directly liable for taxes on their separate income. A tax provision has been provided for income taxes that are the responsibility of the Company or its subsidiaries in the accompanying consolidated financial statements relating to the entities that are taxed as C-corporations and for any taxing jurisdictions that do not recognize an LLC as a flow-through entity.

The Company made income tax payments of $700,000 and $30,000 for the years ended December 31, 2010 and 2009, respectively, and no payments for 2008.

	YEAR ENDED DECEMBER 31		
	2010	2009	2008
Current expense	$ 621,541	$53,390	$20,000
Deferred benefit	(144,995)	—	—
Provision for income taxes	$ 476,546	$53,390	$20,000

The Company's current tax expense of $621,541 for the year ended December 31, 2010 consists of federal tax expense as well as a gross receipts tax assessed by a certain state that is accounted for as income taxes in accordance with Accounting Standards Codification 740 ("ASC 740").

The Company's effective tax rate differs from the statutory United States federal income tax rate for the years ended December 31 as follows:

	YEAR ENDED DECEMBER 31		
	2010	2009	2008
Federal statutory rate	34.0%	34.0%	34.0%
State taxes, net of federal benefit	1.2	(1.0)	(1.0)
Non-Deductible items	0.1	(1.0)	—
Change in Valuation Allowance	(2.7)	—	—
Other	(26.3)	(34.0)	(34.0)
Effective tax rate	6.3%	(2.0)%	(1.0)%

The other line item shown above represents the flow-through of taxable income to the members of the Company.

Deferred income taxes reflect the net tax effects of temporary differences between the carrying amounts of assets and liabilities for financial reporting and income tax purposes. Deferred tax assets and liabilities of the Company are as follows:

	DECEMBER 31	
	2010	2009
Net operating losses and tax credit carry forwards—federal and state	$ 690,928	$ 1,279,918
Intangibles	43,861	27,502
Prepaid items	57,135	56,746
Bad debt allowance	5,785	10,069
Accrued compensation	73,776	75,284
Accrued expenses	376,301	397,344
Insurance reserves	314,637	420,297
Other assets	20,713	19,683
Valuation allowance	(446,973)	(1,367,430)
Total deferred tax assets	1,136,163	919,413
Fixed asset basis difference	(946,746)	(874,991)
Total deferred tax liabilities	(946,746)	(874,991)
Net deferred taxes	$ 189,417	$ 44,422

Based on the weight of available evidence, a valuation allowance was provided to offset the entire net deferred tax asset as of December 31, 2009. As of December 31, 2010, the valuation allowance against certain subsidiaries was released, which resulted in the recognition of a deferred tax asset of $144,495. All other net deferred tax assets remain fully reserved as of December 31, 2010.

The Company's net operating loss carry forwards as of December 31, 2010 and 2009 are approximately $2.1 million and $3.8 million, respectively. Of these amounts approximately $1.3 million as of December 31, 2010 and 2009 is attributed to a certain acquisition. The operating losses will expire between 2022 and 2028. Due to changes in ownership control, net operating losses acquired are limited to offset future income pursuant to Internal Revenue Code Section 382.

Acadia adopted the provisions of ASC Topic 740-10 formerly known as FASB Interpretation No. 48, *Accounting for Uncertainty in Income Taxes* (FIN 48), on January 1, 2009. The Company's policy is to recognize interest and penalties accrued on any unrecognized tax benefits as a component of income tax expense.

As a result of the implementation of this guidance, the Company recognized no cumulative effect adjustment. The Company had $1,050,220 and $116,897 of unrecognized income tax benefits as of December 31, 2010 and 2009, respectively, of which $1,005,798 was used to reduce available net operating losses.

None of the uncertain tax positions would affect the Company's effective income tax rate if recognized. The Company has unused U.S. federal and state NOLs for years 2002 through 2007. As such, these years remain subject to examination by the relevant tax authorities.

14. Fair Value of Financial Instruments

Effective January 1, 2008, the Company SFAS No. 157, which has been codified into ASC 820, *Fair Value Measurements and Disclosures*, which defines fair value, establishes a framework for measuring fair value, establishes a fair value hierarchy based on the quality of inputs used to measure fair value and enhances disclosure requirements for fair value measurements. The implementation of this guidance did not change the method of calculating the fair value of assets or liabilities. The primary impact from adoption was additional disclosures. The portion of this guidance that defers the effective date for one year for certain non-financial assets and non-financial liabilities measured at fair value, except those that are recognized or disclosed at fair value in the financial statements on a recurring basis, was implemented January 1, 2009, and did not have an impact on the consolidated financial position, cash flows or results of operations.

In October 2008, the FASB issued FSP 157-3 *Determining the Fair Value of a Financial Asset When the Market for That Asset is Not Active*, which has also been codified into ASC 820. This guidance provides an illustrative example to demonstrate how the fair value of a financial asset is determined when the market for that financial asset is inactive. This guidance was effective upon issuance. The Company does not currently have any investments requiring fair market valuations in inactive markets; therefore, the adoption of this guidance did not have an impact on the consolidated financial position, cash flows or results of operations.

The fair value hierarchy categorizes assets and liabilities at fair value into one of three different levels depending on the observability of the inputs employed in the measurement, as follows:

- *Level 1*—inputs to the valuation methodology are quoted prices (unadjusted) for identical assets or liabilities in active markets.
- *Level 2*—inputs to the valuation methodology include quoted prices for similar assets and liabilities in active markets, and inputs are observable for the asset or liability, either directly or indirectly, for substantially the full term of the financial instrument.
- *Level 3*—inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The following table summarizes the financial instruments as of December 31, 2010 and 2009, which are valued at fair value:

	LEVEL 1	LEVEL 2	LEVEL 3	BALANCE AS OF DECEMBER 31, 2010
Cash and cash equivalents	$8,614,480	$ —	$ —	$ 8,614,480

	LEVEL 1	LEVEL 2	LEVEL 3	BALANCE AS OF DECEMBER 31, 2009
Cash and cash equivalents	$4,489,292	$ —	$ —	$ 4,489,292

15. Other Information

A summary of activity in the Company's allowance for doubtful accounts is as follows:

	BALANCES AT BEGINNING OF PERIOD	ADDITIONS CHARGED TO COSTS AND EXPENSES	ACCOUNTS WRITTEN OFF, NET OF RECOVERIES	BALANCES AT END OF PERIOD
Allowance for doubtful accounts:				
Year ended December 31, 2008	$ 1,239,232	1,803,930	1,934,076	$ 1,109,086
Year ended December 31, 2009	$ 1,109,086	2,424,283	2,159,782	$ 1,373,587
Year ended December 31, 2010	$ 1,373,587	2,238,452	2,468,495	$ 1,143,544

16. Subsequent Events

On May 13, 2011, the Company was converted to a C-corporation registered as Acadia Healthcare Company, Inc. As a result of the conversion to a C-corporation, all of the Company's 100 outstanding membership units were converted to 100 shares of common stock of Acadia Healthcare Company, Inc.

On May 20, 2011, the new C-corporation underwent a stock split by means of a stock dividend of 100,000 shares of common stock for each share of common stock outstanding on May 20, 2011 such that 10,000,000 shares of common stock were issued and outstanding on such date. On November 1, 2011, an additional 1.7633-for-one stock split was completed resulting in 17,633,116 shares of common stock issued and outstanding at that date. The accompanying consolidated statements of operations disclose earnings per share for the years ended December 31, 2010, 2009 and 2008 giving effect to the stock splits.

On November 1, 2011, the Company completed its merger with PHC, Inc. d/b/a Pioneer Behavioral Health ("PHC"), a publicly-held behavioral health services company based in Massachusetts. In connection with the PHC merger, the Company issued $150.0 million of 12.875% Senior Notes due 2018 and used the proceeds of such debt issuance primarily to pay a cash dividend of $74.4 million to existing Acadia stockholders, repay PHC indebtedness of $26.4 million, fund the $5.0 million cash portion of the merger consideration issued to the holders of PHC's Class B Common Stock, pay a $20.6 million fee to terminate the professional services agreement between Acadia and Waud Capital Partners and pay transaction-related expenses. The Senior Notes were issued at a discount of $2.5 million. Additionally, pursuant to the merger agreement, the Company issued 4,891,667 shares of common stock of Acadia Healthcare Company, Inc. to the holders of PHC's Class A Common Stock and Class B Common Stock based on a one-to-four conversion rate and 19,566,668 PHC shares outstanding immediately prior to the merger.

The 12.875% Senior Notes due 2018 issued by the Company are guaranteed by each of the Company's subsidiaries, all of which are wholly owned subsidiaries. The guarantees are full and unconditional and joint and several and Acadia Healthcare Company, Inc., as the parent issuer of the 12.875% Senior Notes due 2018, has no independent assets or operations.

YOUTH AND FAMILY CENTERED SERVICES, INC. AND SUBSIDIARIES

Consolidated Balance Sheets

	QUARTER ENDED MARCH 31, 2011 (Unaudited)	YEAR ENDED DECEMBER 31, 2010
	(Amount in thousand)	
ASSETS		
Current Assets		
Cash and cash equivalents	$ 4,009	$ 5,307
Patient accounts receivable, net of allowances for doubtful accounts of $964 and $1,215, respectively.	17,736	16,693
Deferred tax assets	1,514	1,499
Prepaid expenses and other current assets	1,899	2,093
Total Current Assets	25,158	25,592
Property and equipment, net	26,379	26,457
Goodwill	133,974	133,974
Other intangibles, net of accumulated amortization of $6,538 and $6,909, respectively.	28,752	29,081
Debt issuance costs, net of accumulated amortization of $3,593 and $3,423, respectively.	1,330	1,500
Other noncurrent assets	1,016	926
Total Assets	$ 216,609	$ 217,530
LIABILITIES & STOCKHOLDERS' EQUITY		
Current Liabilities		
Accounts payable	$ 3,028	$ 3,666
Accrued salaries and wages	5,248	6,417
Other accrued expenses	5,405	4,439
Current maturities of long-term debt	1,248	1,247
Total Current Liabilities	14,929	15,769
Senior secured notes	52,281	54,071
Senior subordinated notes	30,775	30,755
Deferred tax liability	12,546	12,261
Other noncurrent liabilities	1,896	2,548
Total Liabilities	112,427	115,404
Stockholders' Equity		
Series A Convertible Preferred Stock, $.0001 par value, 90,000,000 shares authorized, 83,609,009, issued and outstanding at March 31, 2011 and December 31, 2010, respectively.	8	8
Series B Convertible Preferred Stock, $.0001 par value, 90,000,000 shares authorized, none issued and outstanding at March 31, 2011 and December 31, 2010, respectively.	—	—
Redeemable Preferred Stock, $.0001 par value, 90,000,000 shares authorized, none issued and outstanding at March 31, 2011 and December 31, 2010, respectively.	—	—
Common stock, $.0001 par value, 105,000,000 shares authorized, 85,398 issued and outstanding at March 31, 2011 and December 31, 2010, respectively.	—	—
Additional paid-in capital	100,183	99,577
Retained earnings	3,991	2,541
Total Stockholders' Equity	104,182	102,126
Total Liabilities and Stockholders' Equity	$ 216,609	$ 217,530

See Notes to Consolidated Financial Statements

YOUTH AND FAMILY CENTERED SERVICES, INC. AND SUBSIDIARIES

Consolidated Statements of Operations

	QUARTER ENDED	
	MARCH 31, 2011	MARCH 31, 2010
	(Amount in thousand) (Unaudited)	
Net Operating Revenues	$ 45,686	$ 45,489
Expenses:		
Salaries and benefits	29,502	27,813
Other operating expenses	9,914	8,945
Provision for bad debts	208	56
Interest and amortization of debt costs	1,726	1,954
Depreciation and amortization	819	914
Total Expenses	42,169	39,682
Income from continuing operations	3,517	5,807
Gain on the sale of assets	7	1
Income from continuing operations before income taxes	3,524	5,808
Provision for income taxes	1,404	2,267
Income from continuing operations	2,120	3,541
Discontinued Operations:		
Loss from operations and abandonment of discontinued facility	(106)	(247)
Income tax benefit	42	96
Loss from discontinued operations	(64)	(151)
Net Income	$ 2,056	$ 3,390

See Notes to Consolidated Financial Statements

YOUTH AND FAMILY CENTERED SERVICES, INC. AND SUBSIDIARIES

Consolidated Statements of Cash Flows

	QUARTER ENDED	
	MARCH 31, 2011	MARCH 31, 2010
	(Amount in thousand) (Unaudited)	
Cash Flows from Operating Activities		
Net income	$ 2,056	$ 3,390
Adjustments to reconcile net income to net cash provided by operating activities:		
Deferred income taxes	269	259
Depreciation and amortization	819	951
Gain on the sale of fixed assets	(7)	(1)
Amortization of discount on debt and other financing costs	215	183
Changes in operating assets and liabilities:		
Patient accounts receivable	(1,044)	(3,120)
Prepaid expenses and other assets	72	247
Accounts payable and accrued expenses	(1,494)	4,728
Net Cash Provided by Operating Activities	886	6,637
Cash Flows from Investing Activities		
Purchases of property and equipment	(403)	(78)
Proceeds from the sale of fixed assets	8	1
Net Cash Used in Investing Activities	(395)	(77)
Cash Flows from Financing Activities		
Payments on senior term loan	(1,800)	(13,300)
Other long-term borrowings/(payments)—net	11	15
Net Cash Used in Financing Activities	(1,789)	(13,285)
Net Change in Cash and Cash Equivalents	(1,298)	(6,725)
Cash and Cash Equivalents at Beginning of Period	5,307	15,294
Cash and Cash Equivalents at End of Period	$ 4,009	$ 8,569
Interest Paid	$ 585	$ 580
Income Taxes Paid	$ 65	$ 838

See Notes to Consolidated Financial Statements

Summary of Significant Accounting Policies

Note 1—Basis of Presentation

The Company has prepared the accompanying consolidated financial statements in conformity with accounting principles generally accepted in the United States of America ("GAAP"). The accompanying consolidated financial statements and notes thereto are unaudited. In the opinion of the Company's management, these statements include all adjustments, which are of a normal recurring nature, necessary to fairly present our financial position at March 31, 2011 and December 31, 2010, and the results of our operations and cash flows for the three month periods ended March 31, 2011 and March 31, 2010. The Company's fiscal year ends on December 31 and interim results are not necessarily indicative of results for a full year or any other interim period. The information contained in these consolidated financial statements should be read in conjunction with the consolidated financial statements and notes thereto included in the Company's Annual Report for the fiscal year ended December 31, 2010.

The Company was sold on April 1, 2011(See Note 8).

New Accounting Pronouncements:

In August 2010, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2010-24, which provides clarification to companies in the healthcare industry on the accounting for malpractice claims or similar contingent liabilities. This ASU states that an entity that is indemnified for these liabilities shall recognize an insurance receivable at the same time that it recognizes the liability, measured on the same basis as the liability, subject to the need for a valuation allowance for uncollectible amounts. This ASU also discusses the accounting for insurance claims costs, including estimates of costs relating to incurred-but-not-reported claims and the accounting for loss contingencies. Receivables related to insurance recoveries should not be netted against the related claim liability and such claim liabilities should be determined without considering insurance recoveries. This ASU is effective for fiscal years beginning after December 15, 2010 and was adopted by the Company in the first quarter of 2011. The adoption of this ASU did not have a significant impact on the Company's consolidated financial statements.

Note 2—Acquisitions and Dispositions

Closed Operations:

In a previous year, the Company determined that a psychiatric hospital in New Mexico and a residential treatment center in Ohio no longer provided a benefit to the Company and terminated the operations. The continuing operating expenses for these facilities were not significant and did not have a material impact on the Company's consolidated financial statements, for the periods ended March 31, 2010 and 2011.

In June 2009, the Company temporarily suspended the operations at one of its Arizona facilities in response to the economic crisis and related funding issues within the state, as well as, certain environmental problems at the facility. The Company has eliminated the environmental problem and believes the state will take appropriate action to resolve its financial issues. With the new directions the Company has identified in areas of outpatient treatment care services and targeting programs that will meet community needs and the state's push for new care alternatives, our intent is to re-open the facility, within the next six to twelve months, at a time when

the state's economic situation has improved and a strong referral base could once again be established. The continuing operating expenses for this facility are not significant and will not have a material impact on the Company's consolidated financial statements.

Discontinued Operations:

There were no discontinued operations for the years ended December 31, 2008 and 2009.

In October 2010, the Company was notified by the Agency for Health Care Administration that it was discontinuing the Statewide Inpatient Psychiatric Program (SIPP) contract at its Tampa Bay facility. Subsequent appeals with the Florida Medicaid Bureau were, eventually, denied. The notice of termination which was to be effective, on December 15, 2010, was subsequently withdrawn as the Company voluntarily terminated the contract. The loss of this contract generated a severe financial impact on the facility to the extent the Company decided to terminate operations effective December 31, 2010.

In connection with closing the facility, we recorded a charge for impaired assets, which were, principally, two group homes, leasehold improvements and furniture and equipment, in the amount of, approximately, $1,100,000 and exit costs of, approximately, $2,500,000 for the year ended December 31, 2010.

Note 3—Property and Equipment

The components of property and equipment are as follows *(amounts in thousands)*:

	MARCH 31, 2011 (Unaudited)	DECEMBER 31, 2010
Land and improvements	$ 5,423	$ 5,423
Buildings and improvements	28,693	28,521
Furniture, fixtures and equipment	9,197	8,990
Total property and equipment	43,313	42,934
Less: accumulated depreciation	(16,934)	(16,477)
Property and equipment, net	$ 26,379	$ 26,457

Note 4—Intangible Assets

Other intangible assets are comprised of the following: *(amounts in thousands)*

	MARCH 31, 2011 (Unaudited)		DECEMBER 31, 2010	
	GROSS AMOUNT	ACCUMULATED AMORTIZATION	GROSS AMOUNT	ACCUMULATED AMORTIZATION
Amortizable intangible assets:				
Customer Relationships	$ 11,900	$ 6,470	$ 11,900	$ 6,142
Covenants not to compete	70	68	770	767
Unamortizable intangible assets:				
Trade names	13,620	—	13,620	—
Certificates of need	9,700	—	9,700	—
Total	$ 35,290	$ 6,538	$ 35,990	$ 6,909

Note 5—Senior and Subordinated Debt

The Company has a credit agreement with a syndication of lenders who provided the Company with up to $170.0 million. The Credit Agreement provided for a term loan for up to $120.0 million, expiring in July 2013 and a revolving credit facility for up to $25.0 million, expiring in July 2012.

The Term Loan and the Revolving Loan are guaranteed by the Company's subsidiaries and the Company has granted a first priority security interest in the capital stock and related assets of those subsidiaries.

Our Senior Secured Credit Agreement requires the Company to make additional principal payments, subject to step-down based on total leverage levels, of the Company's defined excess cash flow. The Company made excess cash flow payments in the amount of approximately $1.8 million in 2011, and $13 million in 2010, in order to remain in compliance with its debt covenants.

The agreement provides that the Company, at its option, may elect that all or part of the term loan and the revolving loan bear interest at a rate per annum equal to the banks applicable Alternate Base Rate or LIBOR Rate, as these terms are defined in the credit agreement. The applicable Alternate Base Rate or LIBOR Rate will be increased by an applicable margin related to each type of loan.

The interest rates applicable to the Senior Term Loan ranged, primarily, from 4.01% to 4.02% and 3.99% to 5.75% for the periods ended March 31, 2011 and 2010, respectively.

Additionally, the Company pays a commitment fee, at the rate of 0.50% per year, on the unused portion of the revolving credit facility and, at March 31, 2011 and December 31, 2010, had no borrowings outstanding.

Senior Unsecured Subordinated Notes:

The Company has outstanding Senior Subordinated Notes in the amount of $31.0 million bearing interest at the rate of 12.0% per year, payable quarterly, with the principal balance due and payable on January 19, 2014. Additionally, the Company issued warrants to purchase 4,041,689 shares of the Company's common stock at an exercise price of $0.01 per share having an estimated value of approximately $768,000 based upon the fair value of the underlying common shares. The amount allocated to the warrants has been recorded in the accompanying consolidated financial statements as a discount on the Senior Subordinated Notes and the amortization is included in interest expense. The warrants shall be exercisable at any time, in whole or part, into Common Stock of the Company prior to May 28, 2014 (the "Warrant Expiration Date"). The Senior Subordinated Notes are held by funds indirectly managed by principal shareholders of the Company.

The Senior Secured Credit Agreement and Senior Unsecured Subordinated Notes contain certain restrictive covenants. These covenants include restrictions on additional borrowings, investments, sale of assets, capital expenditures, dividends, sale and leaseback transactions, contingent obligations, transactions with affiliates and fundamental changes in business activities. The covenants also require the maintenance of certain financial ratios regarding senior indebtedness, senior interest and capital expenditures. At March 31, 2011 and December 31, 2010, the Company was in compliance with all required covenants.

On April 1, 2011, in connection with the sale of the Company, all outstanding loans were paid in full (See Note 8).

Other Financial Assets and Liabilities

Other financial assets and liabilities with carrying amounts approximating fair value include cash and cash equivalents, accounts receivable, other current assets, current debt, accounts payable and other current liabilities.

Note 6—Commitments and Contingencies

Professional Liability:

The Company's business entails an inherent risk of claims relating to professional liability. The Company maintains professional liability insurance, on a "claims made basis", with an option to extend the claims reporting period and general liability insurance, on an "occurrence basis". The Company also maintains additional coverage for claims in excess of the coverage provided by the professional and general liability policies. The Company accrues for unknown incidents based upon the anticipated future costs related to those potential obligations. The Company believes that its insurance coverage is sufficient based upon claims experience and the nature and risks of its business. There can be no assurance that a pending or future claim or claims will not be successful against the Company, and, if successful, will not exceed the limits of available insurance coverage or that such coverage will continue to be available at acceptable costs and on favorable terms. In February 2011, the Company entered into an agreement with its professional liability carrier to convert the professional liability policies for the 2005, 2006, 2007 and 2008 policy years from Loss Sensitive/Retrospectively Rated premium policies to Guaranteed Cost policies. This conversion effectively "buys out" the retro programs and eliminates future premium adjustments, regardless of loss development or claims experience. The premium for this conversion was, approximately, $2,500,000.

Legal Proceedings:

In the ordinary course of business the Company is exposed to various legal proceedings, claims and incidents that may lead to claims. In management's current opinion, the outcome with respect to these actions will not have a material adverse effect on the Company's consolidated financial position, results of operations and cash flows. However, there can be no assurances that, over time, certain of these proceedings will not develop into a material event and that charges related to these matters could be significant to our results or cash flows in any one accounting period.

Reimbursement and Regulatory Matters:

Laws and regulations governing the various Medicaid and state reimbursement programs are complex and subject to interpretation. The Company believes it is in substantial compliance with all applicable laws and regulations. However, the Company has ongoing regulatory matters, including those described below. Currently, management does not believe the outcome of the compliance matters or regulatory investigations will have a significant impact on the financial position or operating results of the Company.

In April 2006, the Company and one of its facilities were the recipients of a federal subpoena. The Company fully cooperated with the U.S. Attorney's Office's investigation and the parties worked on components of a model residential treatment program as a resolution of the investigation. In December 2008, the Assistant U.S. Attorney contacted the Company's outside counsel, and informed him that the investigation was the product of a qui tam action filed under the Federal False Claims Act. Such cases are filed "under seal" and the defendants are not notified until the government officially intervenes in the case. In this instance, the Court directed the government to either settle this matter promptly, or intervene or decline to intervene, in which case the plaintiff could still proceed on his/her own; and the Court partially unsealed the case, so as to let the Company know it was the subject of a lawsuit. A settlement agreement with the U.S. Attorney's Office was reached on April 22, 2009, which includes facets of a model residential treatment program; a partial re-payment of funding in three installments of $50,000 each, with the final installment paid in April of 2011; and various corporate integrity provisions commonly required by the U.S. Department of Health and Human Services Office of the Inspector General. As part of the integrity provisions, an independent review organization shall monitor the Company for three years. The Company was notified by the U.S. Attorney's Office on March 9, 2010 and by the independent review organization on March 10, 2010 that they had received complaints alleging compliance concerns which they intended to investigate. The matters were fully investigated internally and externally and resolved with no

material financial effects. As of January 31, 2011, the independent review organization reported no issues of non-compliance. In late February of 2011, outside counsel for the Company contacted the U.S. Attorney's Office to verbally inform the government of the impending sale of the Company. During the call, the Assistant U.S. Attorney mentioned that he would be sending a letter or other communication on various matters, but he declined to indicate the anticipated substance of the correspondence or if there were specific concerns. The correspondence has not been received at this time.

On August 20, 2010, the Florida Agency for Health Care Administration (AHCA) issued an Emergency Immediate Moratorium on Admissions to halt all residential treatment admissions due to regulatory deficiencies. Subsequently over a period of four months, AHCA issued a moratorium on admissions for two of the group homes; filed five administrative complaints seeking fines totaling $134,500 and revocation of licenses; and sent a notice of termination of the Medicaid Statewide Inpatient Psychiatric Program (SIPP) contract with Tampa Bay Academy, effective December 15, 2010, which was subsequently withdrawn to allow the Company to voluntarily terminate that contract. This facility was closed on December 31, 2010, and the case was settled for approximately $30,000 in June 2011.

Note 7—Shareholders' Equity

Preferred and Common Stock:

The authorized capital stock of the Company consists of 375,000,000 shares of capital stock designated as follows: (i) 270,000,000 shares of preferred stock, par value $.0001, of which 90,000,000 shares have been designated as Series "A" Convertible Preferred Stock, 90,000,000 shares have been designated as Series "B" Convertible Preferred Stock and 90,000,000 shares have been designated as Redeemable Preferred Stock, and (ii) 105,000,000 shares of common stock, par value $.0001.

83,609,009 shares of Series "A" Convertible Preferred Stock and 85,398 shares of Common Stock were issued and outstanding for the periods ended March 31, 2011 and December 31, 2010, respectively.

All of the Company's outstanding shares of Preferred and Common stock are held by Company sponsors and certain of its current and former employees.

Note 8—Income Taxes

The Company's anticipated annual effective income tax rate is, approximately, 39.0%. The provision for income taxes differs from the statutory rate primarily due to state taxes, permanent differences and the effect of the valuation allowance.

Note 9—Subsequent Events

Material Definitive Agreements:

On April 1, 2011, prior to the consummation of sale referred to below, the Company declared a dividend of and distributed 100% of the outstanding shares of the capital stock of Oak Ridge to the holders of Series A Preferred Stock of the Company. Upon consummation of the dividend, the Company wrote off approximately $1.4 million relating to an Oak Ridge accrued regulatory matter.

On February 17, 2011, Youth and Family Centered Services, Inc., entered into an Agreement and Plan of Merger (the "Merger Agreement"), with Acadia Healthcare Company, LLC, a Delaware corporation (the "Parent"), and Acadia—YFCS Acquisition Company, Inc., a Georgia corporation (the "Merger Co").

The Companies closed the transaction on April 1, 2011.

On April 1, 2011, upon consummation of the sale, approximately, $84.3 million of our Senior and Subordinated Debt was paid off and the Company expensed all remaining deferred charges, including, deferred financing costs, subordinated debt warrants, rating agency and lender administrative fees in the amount of, approximately, $1,593,000.

Furthermore, on April 1, 2011, upon consummation of the sale, the Company wrote off dividends accrued on preferred shares in the amount of, approximately, $15,300,000 and returned invested capital to both preferred and common shareholders in the amount of, approximately, $4,000,000.

Executive Employment Agreements:

In 2004, the Company entered into employments agreement with our Chief Executive Officer (the "CEO") and Chief Financial Officer (the "CFO"). Such employment agreements have been amended in connection with the Merger (the "Amendments"), with the Amendments becoming effective upon the consummation thereof.

In accordance with the appropriate guidance which establishes general standard of accounting for and disclosure of events that occur after the balance sheet date but before the financial statements are issued or available to be issued, the Company evaluated subsequent events through July 7, 2011, the date the financial statements were available to be issued. There were no other material subsequent events that required recognition or additional disclosure in these financial statements.

REPORT OF INDEPENDENT AUDITORS

The Board of Directors of
Youth and Family Centered Services, Inc. and Subsidiaries

We have audited the accompanying consolidated balance sheets of Youth and Family Centered Services, Inc. and Subsidiaries as of December 31, 2010 and 2009, and the related consolidated statements of operations, stockholders' equity, and cash flows for each of the three years in the period ended December 31, 2010. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. We were not engaged to perform an audit of the Company's internal control over financial reporting. Our audits included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of Youth and Family Centered Services, Inc. and Subsidiaries at December 31, 2010 and 2009, and the consolidated results of their operations and their cash flows for each of the three years in the period ended December 31, 2010, in conformity with U.S. generally accepted accounting principles.

/s/ Ernst & Young, LLP

Austin, Texas
March 31, 2011

YOUTH AND FAMILY CENTERED SERVICES, INC. AND SUBSIDIARIES

Consolidated Balance Sheets

	DECEMBER 31, 2009	2010
	(Amounts in thousands)	
ASSETS		
Current Assets		
Cash and cash equivalents	$ 15,294	$ 5,307
Patient accounts receivable, net of allowances for doubtful accounts of $735 and $1,215, respectively.	15,365	16,693
Deferred tax assets	461	1,499
Prepaid expenses and other current assets	2,839	2,093
Total Current Assets	33,959	25,592
Property and equipment, net	28,333	26,457
Goodwill	157,502	133,974
Other intangibles, net of accumulated amortization of $5,475 and $6,909, respectively.	30,515	29,081
Debt issuance costs, net of accumulated amortization of $2,744 and $3,423, respectively.	2,179	1,500
Other noncurrent assets	2,132	926
Total Assets	$ 254,620	$ 217,530
LIABILITIES & STOCKHOLDERS' EQUITY		
Current Liabilities		
Accounts payable	$ 1,548	$ 3,666
Accrued salaries and wages	6,066	6,417
Other accrued expenses	4,349	4,439
Current maturities of long-term debt	13,273	1,247
Total Current Liabilities	25,236	15,769
Senior secured notes	68,178	54,071
Senior subordinated notes	30,676	30,755
Deferred tax liability	13,893	12,261
Other noncurrent liabilities	2,716	2,548
Total Liabilities	140,699	115,404
Stockholders' Equity		
Series A Convertible Preferred Stock, $.0001 par value, 90,000,000 shares authorized, 83,609,009, issued and outstanding at December 31, 2009 and 2010.	8	8
Series B Convertible Preferred Stock, $.0001 par value, 90,000,000 shares authorized, none issued and outstanding at December 31, 2009 and 2010.	—	—
Redeemable Preferred Stock, $.0001 par value, 90,000,000 shares authorized, none issued and outstanding at December 31, 2009 and 2010.	—	—
Common stock, $.0001 par value, 105,000,000 shares authorized, 85,398 issued and outstanding at December 31, 2009 and 2010, respectively.	—	—
Additional paid-in capital	97,119	99,577
Retained earnings	16,794	2,541
Total Stockholders' Equity	113,921	102,126
Total Liabilities and Stockholders' Equity	$ 254,620	$ 217,530

See Notes to Consolidated Financial Statements

YOUTH AND FAMILY CENTERED SERVICES, INC. AND SUBSIDIARIES

Consolidated Statements of Operations

	FOR THE YEARS ENDED DECEMBER 31,		
	2008	2009	2010
	(Amounts in thousands)		
Net Operating Revenues	$180,646	$186,586	$184,386
Expenses:			
Salaries and benefits	110,966	113,870	113,931
Other operating expenses	37,648	37,592	38,155
Provision for (recoveries of) bad debts	1,902	(309)	525
Interest and amortization of debt costs	12,488	9,572	7,514
Depreciation and amortization	9,419	7,052	3,456
Impairment of goodwill	—	—	23,528
Total Expenses	172,423	167,777	187,109
Income/(Loss) from continuing operations	8,223	18,809	(2,723)
Gain/(Loss) on the sale of assets	(56)	(15)	9
Income/(Loss) from continuing operations before income taxes	8,167	18,794	(2,714)
Provision for income taxes	3,132	7,133	5,032
Income/(Loss) from continuing operations	5,035	11,661	(7,746)
Discontinued Operations:			
Income (loss) from operations and abandonment of discontinued facility	1,654	(2,356)	(6,068)
Income tax benefit (expense)	(690)	913	2,008
Income (loss) from discontinued operations	964	(1,443)	(4,060)
Net Income/(Loss)	$ 5,999	$ 10,218	$ (11,806)

See Notes to Consolidated Financial Statements

YOUTH AND FAMILY CENTERED SERVICES, INC. AND SUBSIDIARIES

Consolidated Statements of Stockholders' Equity

	PREFERRED STOCK		COMMON STOCK		ADDITIONAL PAID-IN CAPITAL	RETAINED EARNINGS	TOTAL STOCKHOLDERS' EQUITY
	SHARES	AMOUNT	SHARES	AMOUNT			
	(Amounts in thousands)						
Balance at December 31, 2007	81,802	$ 8	31	$ —	$ 91,483	$ 5,156	$ 96,647
Preferred Stock Undeclared Dividends	—	—	—	—	2,264	(2,264)	—
Stock Options Exercised	—	—	54	—	11	—	11
Stock Based Compensation	—	—	—	—	8	—	8
Excess Tax Benefit Resulting from Stock Options Exercised	—	—	—	—	31	—	31
Net Income	—	—	—	—	—	5,999	5,999
Balance at December 31, 2008	81,802	$ 8	85	$ —	93,797	$ 8,891	$ 102,696
Preferred Stock Undeclared Dividends	—	—	—	—	2,315	(2,315)	—
Stock Options Exercised	1,807	—	—	—	308	—	308
Stock Based Compensation	—	—	—	—	9	—	9
Excess Tax Benefit Resulting from Stock Options Exercised	—	—	—	—	690	—	690
Net Income	—	—	—	—	—	10,218	10,218
Balance at December 31, 2009	83,609	8	85	—	97,119	16,794	113,921
Preferred Stock Undeclared Dividends	—	—	—	—	2,447	(2,447)	—
Stock Based Compensation	—	—	—	—	11	—	11
Net Loss	—	—	—	—	—	(11,806)	(11,806)
Balance at December 31, 2010	83,609	$ 8	85	$ —	$ 99,577	$ 2,541	$ 102,126

See Notes to Consolidated Financial Statements

YOUTH AND FAMILY CENTERED SERVICES, INC. AND SUBSIDIARIES

Consolidated Statements of Cash Flows

	FOR THE YEARS ENDED DECEMBER 31,		
	2008	2009	2010
	(Amounts in thousands)		
Cash Flows from Operating Activities			
Net income (loss)	$ 5,999	$ 10,218	$ (11,806)
Adjustments to reconcile net income (loss) to net cash provided by operating activities:			
Deferred income taxes	(960)	1,076	(2,670)
Stock based compensation	8	9	11
Depreciation and amortization	9,627	7,210	3,587
Impairment of tangible assets and goodwill	—	—	24,583
Loss on the sale of fixed assets	56	15	(9)
Amortization of discount on debt and deferred financing costs	910	773	827
Changes in operating assets and liabilities:			
Patient accounts receivable	1,401	2,926	(1,327)
Prepaid expenses and other assets	920	1,129	1,826
Accounts payable and accrued expenses	(1,096)	(2,379)	2,390
Net Cash Provided by Operating Activities	16,865	20,977	17,412
Cash Flows from Investing Activities			
Purchases of property and equipment	(2,367)	(1,492)	(1,316)
Proceeds from the sale of fixed assets	13	18	19
Acquisition costs	1,000		
Net Cash Used in Investing Activities	(1,354)	(1,474)	(1,297)
Cash Flows from Financing Activities			
Proceeds from issuance of preferred stock	—	308	—
Proceeds from issuance of common stock	11		
Excess tax benefits related to stock option exercise	31	690	—
Payments on senior term loan	(1,200)	(25,700)	(26,100)
Payments on capital leases	(308)	(359)	—
Other long-term borrowings/(payments)—net	(46)	(22)	(2)
Net Cash Used in Financing Activities	(1,512)	(25,083)	(26,102)
Net Change in Cash and Cash Equivalents	13,999	(5,580)	(9,987)
Cash and Cash Equivalents at Beginning of Period	6,875	20,874	15,294
Cash and Cash Equivalents at End of Period	$ 20,874	$ 15,294	$ 5,307
Interest Paid	$ 11,931	$ 9,505	$ 7,274
Income Taxes Paid	$ 4,014	$ 4,969	$ 6,032

See Notes to Consolidated Financial Statements

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and Business:

Youth and Family Centered Services, Inc. (the "Company") was incorporated in 1997 and is headquartered in Austin, Texas. The Company is a leading provider of behavioral healthcare, education, and long-term support needs for abused and neglected children and adolescents. The Company operates thirteen facilities in eight states and its services include inpatient acute care programs, residential treatment programs, programs for the developmentally disabled, foster care, group homes, home and community based services, outpatient and accredited private schools.

Principles of Consolidation:

The consolidated financial statements include the accounts of Youth and Family Centered Services, Inc. and its subsidiaries in accordance with accounting principles generally accepted in the United States. All significant intercompany accounts and transactions have been eliminated.

Cash and Cash Equivalents:

The Company classifies as cash and cash equivalents all highly liquid investments with a maturity date of three months or less from the date of purchase. The carrying values of cash and cash equivalents approximated fair value due to the short-term nature of these instruments.

Revenues and Allowance for Contractual Discounts:

Revenues consist primarily of net patient service revenues that are recorded based upon established billing rates less allowances for contractual adjustments. Revenues are recorded during the period the health care services are provided, based upon the estimated amounts due from the patients and third-party payors. Third party payors include Medicaid, various state agencies, managed care health plans and commercial insurance companies.

The following table presents patient service revenue by payor type and as a percent of total patient service revenue for the years ended December 31, 2009 and 2010 *(amounts in thousands):*

	DECEMBER 31,			
	2009		2010	
	AMOUNT	%	AMOUNT	%
Private Pay	1,324	0.7%	1,001	0.6%
Commercial	4,937	2.7%	4,656	2.5%
Medicaid	180,325	96.6%	178,729	96.9%
Total	186,586		184,386	

The following tables present the aging of accounts receivable, net of allowance for doubtful accounts, by payor type as of December 31, 2009 and 2010 *(amounts in thousands):*

Accounts Receivable Aging as of December 31, 2009

	CURRENT	30-60	60-90	90-120	120-150	>150	TOTAL
Private Pay	$ 100	$ 70	$ 7	$ 2	$ 4	$—	$ 183
Commercial	457	174	34	20	34	17	736
Medicaid	10,289	1,858	678	1,276	310	35	14,446
Total	$ 10,846	$2,102	$719	$1,298	$ 348	$52	$15,365

Accounts Receivable Aging as of December 31, 2010

	CURRENT	30-60	60-90	90-120	120-150	>150	TOTAL
Private Pay	$ 139	$ 14	$ 6	$ 6	$ 3	$ —	$ 168
Commercial	591	179	88	26	7	50	941
Medicaid	10,749	2,681	633	1,215	204	102	15,584
Total	$ 11,479	$2,874	$727	$1,247	$ 214	$152	$ 16,693

Accounts Receivable and Allowance for Doubtful Accounts:

The Company records accounts receivable in the period in which the services were rendered and represent claims against third-party payors such as Medicaid, state agencies, managed care health plans, commercial insurance companies and/or patients, that will be settled in cash. The carrying value of the Company's accounts receivable, net of allowance for doubtful accounts, represents their estimated net realizable value. If events or circumstances indicate specific receivable balances may be impaired, further consideration is given to the Company's ability to collect those balances and the allowance is adjusted accordingly. The Company continually monitors its accounts receivable balances and utilizes cash collection data to support its estimates of allowance for doubtful accounts. Past-due receivable balances are cancelled when internal collection efforts have been exhausted.

Concentration of Credit Risk:

Medicaid revenues, for healthcare services in two states, represented approximately 36.7%, 38.3% and 39.5%, of the Company's net patient net revenues during each of 2008, 2009, and 2010. Accounts receivable are unsecured and due, primarily, from Medicaid, state agencies and educational programs. The Company maintains an allowance for estimated losses resulting from the non-collection of customer receivables. The Company's management recognizes that revenues and receivables from government agencies are significant to its operations, but does not believe that there are significant credit risks associated with these government programs. Because of the large number of payors, types of payors and the diversity of the geographic locations, in which the Company operates, management does not believe there are any other significant concentrations of revenues from any particular payor that would subject the Company to any significant credit risks in the collection of its accounts receivable.

As a result of the current economic environment, many states have significant budget deficits. State Medicaid programs are experiencing increased demand, and with lower revenues than projected, they have fewer resources to support their Medicaid programs. Federal health reform legislation was enacted to significantly expand state Medicaid programs. In certain states the Company has experienced rate and utilization decreases resulting from these budget constraints. The Company cannot predict the amount, if any, of future rate and utilization decreases or their effect on the Company.

The 2009 Federal economic stimulus legislation enacted to counter the impact of the economic crisis on state budgets will expire on June 30, 2011. This legislation provided additional federal matching funds to help states maintain their Medicaid programs through June 30, 2011. There are currently no legislative initiatives proposing to extend this program. It is difficult to predict what impact this will have on the Company.

Property and Equipment:

Property and equipment are stated at cost and depreciated using the straight-line method over the estimated useful lives of the depreciable assets, generally seven to twenty years for equipment and ten to forty years for buildings. Betterments, renewals and repairs that extend the useful life of the asset are capitalized; other repairs and maintenance charges are expensed as incurred.

Valuation of Long-Lived and Definite-Lived Intangible Assets:

The Company accounts for the impairment of long-lived tangible and definite-lived intangible assets in accordance with the relevant guidance and reviews the carrying value of long-lived assets, property and equipment, including amortizable intangible assets whenever events or changes in circumstances indicate that the related carrying values may not be recoverable. Impairment is generally determined by comparing projected undiscounted cash flows to be generated by the asset, or appropriate group of assets, to its carrying value. If impairment is identified, a loss is recorded equal to the excess of the asset's net book value over its fair value, and the cost basis is adjusted. Determining the extent of impairment, if any, typically requires various estimates and assumptions including using management's judgment, cash flows directly attributable to the asset, the useful life of the asset and residual value, if any. When necessary, the Company uses appraisals, as appropriate, to determine fair value. Any required impairment is recorded as a reduction in the carrying value of the related asset and a charge to operating results. In connection with the closing of its Tampa, Florida facility, in December 2010, the Company recorded an impairment charge of, approximately, $1,100,000 (See Note 2).

Goodwill and Intangible Assets:

The Company accounts for goodwill and other intangible assets in accordance with the relevant guidance. Goodwill represents the excess cost over the fair value of net assets acquired. Goodwill is not amortized. The Company's business comprises a single operating reporting unit for impairment test purposes. For the purpose of these analyses, the Company's estimates of fair value are based on its future discounted cash flows. Key assumptions used in the discounted cash flow analysis include estimated future revenue growth, gross margins and a risk free interest rate. If the carrying value of the Company's goodwill and/or indefinite-lived intangible assets exceeds their fair value, we compare the implied fair value of these assets with their carrying amount to measure the potential impairment loss. Goodwill is required to be evaluated for impairment at the same time each year and when an event occurs or circumstances change, such that, it is reasonably possible that an impairment may exist. The Company has selected September 30th as its annual testing date. There was no resulting impairment in 2009. In connection with the execution of a Sale Agreement and Plan of Merger, the Company recorded an impairment charge in the amount of, approximately, $24,000,000 for the year ended December 31, 2010 (See Note 11).

The following table presents the changes in the carrying amount of Goodwill for the year ended December 31, 2009 and 2010 *(amounts in thousands):*

Balance at December 31, 2009	$157,502
Impairment losses	(23,528)
Balance at December 31, 2010	$133,974

Intangible assets consist of customer relationships, covenants not to compete, trade names and certificates of need. Customer relationships are amortized on an expected cash flow method from five to ten years and covenants not to compete are amortized on a straight-line basis from three to five years. Trademarks, trade names and certificates of need are not amortized because they have indefinite useful lives.

Deferred Costs:

Deferred costs consist principally of deferred financing costs and are being amortized on a straight-line basis to interest expense over the term of the related debt.

Income Taxes:

The Company accounts for income taxes in accordance with the asset and liability method set forth in the relevant guidance, whereby deferred tax asset and liability account balances are determined based on differences between financial reporting and the tax bases of assets and liabilities and are measured using the enacted tax laws and related rates that will be in effect when the differences are expected to reverse. These differences result in deferred tax assets and liabilities, which are included in the Company's Consolidated Balance Sheet. The Company then assesses the likelihood that the deferred tax assets will be recovered from future taxable income. A valuation allowance is established against deferred tax assets to the extent the Company believes that recovery is not likely based on the level of historical taxable income and projections for future taxable income over the periods in which the temporary differences are deductible. Uncertain tax positions must meet a more-likely-than-not threshold to be recognized in the financial statements and the tax benefits recognized are measured based on the largest benefit that has a greater than 50% likelihood of being realized upon final settlement (See Note 9).

Stock-Based Compensation:

Stock-based compensation awards are granted under the Youth and Family Centered Services, Inc. 2004 Stock Option and Grant Plan. The Company accounts for stock-based employee compensation under the fair value recognition and measurement provisions, as required by the applicable guidance, that requires companies to measure and recognize the cost of employee services received in exchange for an award of equity instruments based on the fair value at the date of the grant.

The fair value of the stock options issued in 2008, 2009 and 2010 was estimated using the Black Scholes Merton option pricing model. Use of this model requires management to make estimates and assumptions regarding expected option life (estimated at five years), volatility (estimated upon the volatility of comparable public entities within the Company's industry), risk free interest rate (estimated upon United States Treasury rates at the date of the grant), and dividend yields (estimated at zero). Option forfeitures are based upon actual forfeitures for the period. We recognized expense on all share-based awards on a straight-line basis over the vesting period of the award.

The following table summarizes the weighted average grant-date value of options and the assumptions used to develop their fair value for the years ended December 31, 2008, 2009 and 2010, respectively.

	DECEMBER 31,		
	2008	2009	2010
Weighted average grant-date fair value of options	$0.08	$0.08	$0.09
Risk-free interest rate	3.8%	2.7%	3.7%
Expected Volatility	42.2%	41.0%	45.0%
Expected life in years	5.0	5.0	5.0
Dividend yield	—	—	—

Our estimate of expected annual implied volatility for stock options granted in 2008, 2009 and 2010 is based upon an analysis of the historical stock price volatility of publicly-traded comparable companies.

The fair value of the underlying common stock was determined by management based, in part, on a third party valuation report obtained in 2004. The value of the common stock subsequent to 2004 was materially consistent with such fair value determined in 2004 and the indications of enterprise value from its efforts to sell the Company, including the ultimate sale of the Company described Note 11.

Derivative Instruments:

The Company previously entered into an interest rate cap, which expired in August 2009, to convert a portion of its floating debt to a fixed rate, thus reducing the impact of rising interest rates on interest payments. The Company had not designated its derivative instrument as a hedge and therefore the cost of this agreement was being amortized to interest expense in current earnings. The agreement capped the base interest rate in relation to $48.0 million of variable long-term debt at 6.40%. At December 31, 2008, 2009 and 2010, the Company's base rate was approximately 3.12%, 0.29% and 0.27%, respectively. At December 31, 2009 and 2010 the Company was not a party to any interest rate protection agreements.

Fair Value of the Financial Instruments:

The fair value of the Company's financial instruments has been estimated using available market information and commonly accepted valuation methodologies, in accordance with the appropriate guidance.

Fair value financial instruments are recorded at fair value in accordance with the fair value hierarchy that prioritized observable and unobservable inputs used to measure fair value in their broad levels. These levels from highest to lowest priority are as follows:

- *Level 1:* Quoted prices (unadjusted) in active markets that are accessible at the measurement date for identical assets or liabilities;
- *Level 2:* Quoted prices in active markets for similar assets or liabilities or observable prices that are based on inputs not quoted on active markets, but corroborated by market data; and
- *Level 3:* Unobservable inputs or valuation techniques that are used when little or no market data is available.

The Company's financial instruments include cash, accounts receivable, accounts payable and debt obligations, and the Company typically values these financial assets and liabilities at their carrying values, which approximates fair value due to their generally short-term duration.

The aggregate carrying value of the Company's senior long-term debt is considered to be representative of the fair value principally due to the variable interest rate attached to the debt instrument and based on the current market rates for debt with similar risks, terms and maturities, we estimate the value of the Company's senior subordinated debt approximates fair value at December 31, 2010.

The determination of fair value and the assessment of a measurement's placement within the hierarchy require judgment.

Use of Estimates:

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

In New Accounting Pronouncements:

In August 2010, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2010-24, which provides clarification to companies in the healthcare industry on the accounting for malpractice claims or similar contingent liabilities. This ASU states that an entity that is indemnified for these liabilities shall recognize an insurance receivable at the same time that it recognizes the liability, measured on the same basis as the liability, subject to the need for a valuation allowance for uncollectible amounts. This ASU also discusses the accounting for insurance claims costs, including estimates of costs relating to incurred-but-not-reported claims and the accounting for loss contingencies. Receivables related to insurance recoveries should not be netted against the related claim liability and such claim liabilities should be determined without considering insurance recoveries. This ASU is effective for fiscal years beginning after December 15, 2010 and will be adopted by the Company in the first quarter of 2011. The adoption of this ASU will not have an impact on the Company's consolidated financial statements.

2. ACQUISITIONS/DISPOSITIONS

Closed Operations:

In a previous year, the Company determined that a psychiatric hospital in New Mexico and a residential treatment center in Ohio no longer provided a benefit to the Company and terminated the operations. The continuing operating expenses for these facilities were not significant and did not have a material impact on the Company's consolidated financial statements, for the years ended December 31, 2008, 2009 and 2010.

In June 2009, the Company temporarily suspended the operations at one of its Arizona facilities in response to the economic crisis and related funding issues within the state, as well as, certain environmental problems at the facility. The Company has eliminated the environmental problem and believes the state will take appropriate action to resolve its financial issues. With the new directions the Company has identified in areas of outpatient treatment care services and targeting programs that will meet community needs and the state's push for new care alternatives, our intent is to re-open the facility, within the next six to twelve months, at a time when the state's economic situation has improved and a strong referral base could once again be established. The continuing operating expenses for this facility are not significant and will not have a material impact on the Company's consolidated financial statements.

Discontinued Operations:

There were no discontinued operations for the years ended December 31, 2008 and 2009.

In October 2010, the Company was notified by the Agency for Health Care Administration that it was discontinuing the Statewide Inpatient Psychiatric Program (SIPP) contract at its Tampa Bay facility. Subsequent appeals with the Florida Medicaid Bureau were, eventually, denied. The notice of termination which was to be effective, on December 15, 2010, was subsequently withdrawn as the Company voluntarily terminated the contract. The loss of this contract generated a severe financial impact on the facility to the extent the Company decided to terminate operations effective December 31, 2010.

In connection with closing the facility, we recorded a charge for impaired assets, which were, principally, two group homes, leasehold improvements and furniture and equipment, in the amount of, approximately, $1,100,000 and exit costs of, approximately, $2,500,000 for the year ended December 31, 2010.

3. PROPERTY AND EQUIPMENT

The components of property and equipment are as follows *(amounts in thousands)*:

	DECEMBER 31,	
	2009	2010
Land and improvements	$ 5,392	$ 5,423
Buildings and improvements	30,247	28,521
Furniture, fixtures and equipment	8,290	8,990
Total property and equipment	43,929	42,934
Less: accumulated depreciation	(15,596)	(16,477)
Property and equipment, net	$ 28,333	$ 26,457

Depreciation expense was approximately $3,301,000, $3,236,000 and $2,105,000 for the years ended December 31, 2008, 2009 and 2010, respectively. Depreciation expense also includes the amortization of assets recorded under a capital lease.

4. INTANGIBLE ASSETS

Other intangible assets are comprised of the following: *(amounts in thousands)*

	DECEMBER 31,			
	2009		2010	
	GROSS AMOUNT	ACCUMULATED AMORTIZATION	GROSS AMOUNT	ACCUMULATED AMORTIZATION
Amortizable intangible assets:				
Customer Relationships	$ 11,900	$ 4,720	$ 11,900	$ 6,142
Covenants not to compete	770	755	770	767
Unamortizable intangible assets:				
Trade names	13,620	—	13,620	—
Certificates of need	9,700	—	9,700	—
Total	$ 35,990	$ 5,475	$ 35,990	$ 6,909

Amortization expense related to identifiable intangible assets was approximately $6,287,000, $3,907,000 and $1,434,000 for the years ended December 31, 2008, 2009 and 2010, respectively.

The estimated future amortization expenses for other intangible assets are: *(amounts in thousands)*

YEAR	FUTURE AMORTIZATION
2011	$ 1,312
2012	1,175
2013	1,051
2014	942
2015	844
Thereafter	437
Total	$ 5,761

5. LONG TERM DEBT

Long term debt as of years ended December 31, 2009 and 2010 consist of the following (*amounts in thousands):*

	DECEMBER 31,	
	2009	2010
Revolving Loan	$ —	$ —
Senior Secured Term Loan	81,300	55,200
Senior Unsecured Subordinated Loans	31,000	31,000
Unamortized Discount on Warrants	(324)	(245)
Capital Lease Obligation (See Note 7)	55	—
Other Notes	96	118
Total Long-Term Debt	112,127	86,073
Less: Current Portion of Long-Term Debt	(13,273)	(1,247)
Total Non-Current Portion of Long-Term Debt	$ 98,854	$84,826

The Company has a credit agreement (the “Credit Agreement”) with a syndication of lenders who provided the Company with up to $170.0 million. The Credit Agreement provided for a term loan (the “Term Loan”) for up to $120.0 million, expiring in July 2013 and a revolving credit facility (the “Revolving Loan”) for up to $25.0 million, expiring in July 2012.

The Term Loan and the Revolving Loan are guaranteed by the Company’s subsidiaries and the Company has granted a first priority security interest in the capital stock and related assets of those subsidiaries.

The Term Loan is to be repaid in scheduled consecutive quarterly installments with aggregate annual principal payments as follows *(amounts in thousands):*

YEAR	TERM LOAN
2011	$ 1,200
2012	1,200
2013	52,800
Total	$ 55,200

Our Senior Secured Credit Agreement requires the Company to make additional principal payments, subject to step-down based on total leverage levels, of the Company's defined excess cash flow. The Company was required to make an excess cash flow payment in the amount of approximately $10,500,000 for the year ended December 31, 2008 and no payment was due for the years ended December 31, 2009 and 2010, respectively; however, the Company did make a $13 million payment in 2010 and expects to make a payment of $1.8 million in 2011 in order to remain in compliance with its debt covenants.

The agreement provides that the Company, at its option, may elect that all or part of the term loan and the revolving loan bear interest at a rate per annum equal to the banks applicable Alternate Base Rate or LIBOR Rate, as these terms are defined in the credit agreement. The applicable Alternate Base Rate or LIBOR Rate will be increased by an applicable margin related to each type of loan.

The interest rates applicable to the Senior Term Loan ranged, primarily, from 6.45% to 8.08%, 6.87% to 4.01% and 3.99% to 6.00% for the years ended December 31, 2008, 2009 and 2010, respectively.

Additionally, the Company pays a commitment fee, at the rate of 0.50% per year, on the unused portion of the revolving credit facility and, at December 31, 2010, had no borrowings outstanding.

Senior Unsecured Subordinated Notes:

The Company has outstanding Senior Subordinated Notes in the amount of $31.0 million bearing interest at the rate of 12.0% per year, payable quarterly, with the principal balance due and payable on January 19, 2014. Additionally, the Company issued warrants to purchase 4,041,689 shares of the Company's common stock at an exercise price of $0.01 per share having an estimated value of approximately $768,000 based upon the fair value of the underlying common shares. The amount allocated to the warrants has been recorded in the accompanying consolidated financial statements as a discount on the Senior Subordinated Notes and the amortization is included in interest expense. The warrants shall be exercisable at any time, in whole or part, into Common Stock of the Company prior to May 28, 2014 (the "Warrant Expiration Date"). The Senior Subordinated Notes are held by funds indirectly managed by principal shareholders of the Company.

At December 31, 2010, the maturity of long-term debt obligations were as follows *(amounts in thousands)*:

YEAR	AMOUNT
2011	$ 1,247
2012	1,230
2013	52,825
2014	30,765
2015	5
Total	$ 86,072

Interest paid on outstanding debt was approximately $11,931,000, $9,505,000 and $7,274,000 for the years ended December 31, 2008, 2009 and 2010, respectively.

The Senior Secured Credit Agreement and Senior Unsecured Subordinated Notes contain certain restrictive covenants. These covenants include restrictions on additional borrowings, investments, sale of assets, capital expenditures, dividends, sale and leaseback transactions, contingent obligations, transactions with affiliates and fundamental changes in business activities. The covenants also require the maintenance of certain financial ratios regarding senior indebtedness, senior interest and capital expenditures. At December 31, 2010, the Company was in compliance with all required covenants.

6. STOCK—BASED COMPENSATION

In May 2004, the Company's Board of Directors authorized the 2004 Stock Option and Grant Plan for Youth and Family Centered Services, Inc. (the "Plan") which provides that options may be granted to certain key people to purchase up to approximately 9,739,000 shares of common stock of the Company at a price not less than the fair market value of the shares on the date of grant. The stock options generally become exercisable on a pro rata basis over a five year period from the date of the grant and must be exercised within ten years from the date of the grant.

For the year ended December 31, 2010, pertinent information regarding the stock option plan is as follows *(amounts in thousands, except price per share):*

	NUMBER OF SHARES	OPTION PRICE PER SHARE	WEIGHTED AVERAGE EXERCISE PRICE	WEIGHTED AVERAGE REMAINING CONTRACTUAL TERM (IN YEARS)
Outstanding at December 31, 2007	9,044	$ 0.20	$ 0.20	7.14
Granted	150	$ 0.20	$ 0.20	n/a
Exercised	(54)	$ 0.20	$ 0.20	n/a
Forfeited	(139)	$ 0.20	$ 0.20	n/a
Outstanding at December 31, 2008	9,001	$ 0.20	$ 0.20	6.16
Granted	242	$ 0.20	$ 0.20	n/a
Exercised	—	$ 0.20	$ 0.20	n/a
Forfeited	(1,578)	$ 0.20	$ 0.20	n/a
Outstanding at December 31, 2009	7,665	$ 0.20	$ 0.20	5.27
Granted	287	$ 0.20	$ 0.20	n/a
Exercised	—	$ 0.20	$ 0.20	n/a
Forfeited	(295)	$ 0.20	$ 0.20	n/a
Outstanding at December 31, 2010	7,657	$ 0.20	$ 0.20	4.50

A summary of options outstanding at December 31, 2010 including related price and remaining contractual term information follows.

OPTIONS OUTSTANDING				OPTIONS EXERCISABLE	
EXERCISE PRICE	NUMBER OF SHARES	WEIGHTED AVERAGE EXERCISE PRICE	WEIGHTED AVERAGE REMAINING CONTRACTUAL TERM (IN YEARS)	EXERCISABLE	WEIGHTED AVERAGE EXERCISE PRICE
$ 0.20	7,657	$0.20	4.5	7,133	$0.20

Certain senior management employees held options to purchase a total of 1,807,156 shares of Series "A" Convertible Preferred Stock at an exercise price of $0.17 per share. In May 2009, the employees exercised all the Series "A" Preferred Stock Options.

7. COMMITMENTS AND CONTINGENCIES

Lease Commitments:

The Company was obligated under a capital lease agreement for a building having an original term of 15 years that expired in January 2010. The new lease was renewed under terms and conditions that qualified it as an operating lease.

Included in buildings and improvements in the accompanying Consolidated Balance Sheets at December 31, 2009 and 2010 are the following assets held under capital lease *(amounts in thousands):*

Building and Land	$ 1,885
Less: accumulated depreciation	(1,885)
Total assets held under capital leases	$ —

The Company leases other certain property and equipment under non-cancelable long-term operating leases that expire at various dates. Certain of the leases require additional payments for taxes, insurance, common area maintenance, and in most cases provide for renewal options. Generally, the terms are from one to ten years.

Future minimum lease commitments for all non-cancelable leases as of December 31, 2010 are as follows *(amounts in thousands):*

YEAR	OPERATING LEASES
2011	$ 5,341
2012	4,230
2013	2,136
2014	1,049
2015	214
Thereafter	6
Total minimum lease payments	$ 12,976

Rent expense under operating leases, including month-to-month contracts, was approximately $5,606,000, $5,728,000 and $7,362,000 for the years ended December 31, 2008, 2009 and 2010, respectively

Legal Proceedings:

In the ordinary course of business the Company is exposed to various legal proceedings, claims and incidents that may lead to claims. In management’s current opinion, the outcome with respect to these actions will not have a material adverse effect on the Company’s consolidated financial position, results of operations and cash flows. However, there can be no assurances that, over time, certain of these proceedings will not develop into a material event.

Professional Liability:

The Company’s business entails an inherent risk of claims relating to professional liability. The Company maintains professional liability insurance, on a “claims made basis”, with an option to extend the

claims reporting period and general liability insurance, on an “occurrence basis”. The Company also maintains additional coverage for claims in excess of the coverage provided by the professional and general liability policies. The Company accrues for unknown incidents based upon the anticipated future costs related to those potential obligations. The Company believes that its insurance coverage is sufficient based upon claims experience and the nature and risks of its business. There can be no assurance that a pending or future claim or claims will not be successful against the Company, and, if successful, will not exceed the limits of available insurance coverage or that such coverage will continue to be available at acceptable costs and on favorable terms.

Reimbursement and Regulatory Matters:

Laws and regulations governing the various Medicaid and state reimbursement programs are complex and subject to interpretation. The Company believes it is in substantial compliance with all applicable laws and regulations. However, the Company has ongoing regulatory matters, including those described below. Currently, management does not believe the outcome of the compliance matters or regulatory investigations will have a significant impact on the financial position or operating results of the Company.

During the year ended December 31, 2004, a local county referral agency conducted a routine audit which revealed possible billing problems. The Company conducted a detailed internal compliance review that confirmed certain billing problems existed. The Company immediately changed its procedures and increased the in-house training of its personnel. The Company offered to reimburse the Ohio Department of Job and Family Services (the “State Medicaid agency”), for all questionable billings and subsequent to the offer, the State Medicaid agency conducted its audit covering the period August 2003 through January 2005. The result of this audit was a request for the payback of approximately $1.4 million from the facility, which has been accrued by the Company. An administrative hearing was conducted in September 2007; and in January 2008, the State Medicaid agency submitted the hearing officer’s report and recommendations to the Company. Subsequent to this, an Adjudication Order was issued. The Company appealed the administrative order to the Court of Common Pleas; the State Medicaid agency prevailed; and the Company filed a notice of appeal to the Court of Appeals. The Court’s mediator extended an invitation to the parties to mediate, which the Company accepted; however, the State Medicaid agency declined, and at that point, the Company withdrew the appeal. The State Medicaid agency then sent an invoice for the amount assessed in the audit, including interest. In December of 2009, the Company received a demand letter from Special Counsel retained by the Ohio Attorney General for principal plus penalties and interest. Outside counsel for the Company responded by contacting the Special Counsel’s office to convey that the facility had been closed for years and did not have any assets. The Special Counsel’s Office replied that they would have to review their file and get back to the Company’s outside counsel. In May of 2010, Oak Ridge’s counsel followed up with the Special Counsel’s Office, which informed Oak Ridge’s counsel that the claim had been returned to the Attorney General’s Office. The Attorney General’s Office has the option to pursue litigation to reduce the claim to a judgment; however, there are no assets of the subsidiary to satisfy any judgment that may be rendered.

In April 2006, the Company and one of its facilities were the recipients of a federal subpoena. The Company fully cooperated with the U.S. Attorney’s Office’s investigation and the parties worked on components of a model residential treatment program as a resolution of the investigation. In December 2008, the Assistant U.S. Attorney contacted the Company’s outside counsel, and informed him that the investigation was the product of a *qui tam* action filed under the Federal False Claims Act. Such cases are filed “under seal” and the defendants are not notified until the government officially intervenes in the case. In this instance, the Court directed the government to either settle this matter promptly, or intervene or decline to intervene, in which case the plaintiff could still proceed on his/her own; and the Court partially unsealed the case, so as to let the Company know it was the subject of a lawsuit. A settlement agreement with the U.S. Attorney’s Office was reached on April 22, 2009, which includes facets of a model residential treatment program; a partial re-payment of funding in three installments of $50,000 each, with the final installment to be paid in April of 2011; and various corporate integrity provisions commonly required by the U.S. Department of Health and Human Services Office of the Inspector General. As part of the integrity provisions, an independent review organization shall monitor the

Company for three years. The Company was notified by the U.S. Attorney's Office on March 9, 2010 and by the independent review organization on March 10, 2010 that they had received complaints alleging compliance concerns which they intended to investigate. The matters were fully investigated internally and externally and resolved with no material financial effects. As of January 31, 2011, the independent review organization reported no issues of non-compliance. In late February of 2011, outside counsel for the Company contacted the U.S. Attorney's Office to verbally inform the government of the impending sale of the Company. During the call, the Assistant U.S. Attorney mentioned that he would be sending a letter or other communication on various matters, but he declined to indicate the anticipated substance of the correspondence or if there were specific concerns. The correspondence has not been received at this time.

On August 20, 2010, the Florida Agency for Health Care Administration (AHCA) issued an Emergency Immediate Moratorium on Admissions to halt all residential treatment admissions due to regulatory deficiencies. Subsequently over a period of four months, AHCA issued a moratorium on admissions for two of the group homes; filed five administrative complaints seeking fines totaling $134,500 and revocation of licenses; and sent a notice of termination of the Medicaid Statewide Inpatient Psychiatric Program (SIPP) contract with Tampa Bay Academy, effective December 15, 2010, which was subsequently withdrawn to allow the Company to voluntarily terminate that contract. Outside counsel for Tampa Bay is in discussions with AHCA counsel on a potential settlement pertaining to the pending fines and license revocation actions. This facility has been closed (See Note 2).

8. EMPLOYEE BENEFIT PLAN

The Company has a qualified contributory savings plan (the "Plan") as allowed under Section 401(k) of the Internal Revenue Code. The Plan is available to all full-time and part-time employees meeting certain eligibility requirements and participants may defer up to 20% of their annual compensation, subject to limits, by contributing amounts to the Plan. At its election, the Company may make additional discretionary contributions to the plan on the employee's behalf. The Company elected to make an additional discretionary contribution into the Plan in the amount of approximately $100,000 for the year ended December 31, 2008. For the years ended December 31, 2009 and 2010 the Company elected to suspend its employer contribution.

9. INCOME TAXES

The provision for federal and state income taxes from continuing operations consist of the following *(amounts in thousands):*

	2008	2009	2010
Current:			
Federal	$3,487	$5,286	$ 6,018
State	494	677	713
Deferred:			
Federal	(700)	1,003	(1,518)
State	(149)	167	(181)
Provision for income taxes from continuing operations	$3,132	$7,133	$ 5,032

Deferred income taxes reflect the net tax effects of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for income tax purposes. Significant components of the Company's deferred tax assets and liabilities as of December 31, 2009 and 2010 are as follows *(amounts in thousands):*

	DECEMBER 31,	
	2009	2010
Deferred Tax Assets:		
Accrued Vacation	288	452
Accrued Bonus	170	158
Health Claims Reserve	—	720
Bad Debt Allowance	291	447
Depreciation	1,060	897
Noncompete Agreement	250	228
Professional Liability Reserve	661	587
Capital Lease Adjustment	557	—
Post Acq State NOLs	338	339
Other	69	50
Total Gross Deferred Tax Assets	3,684	3,878
Deferred Tax Liabilities:		
Prepaid Expense	(299)	(292)
Goodwill	(7,791)	(6,269)
Purchase Accounting: Capital Lease	(557)	—
Acquired Intangibles	(7,692)	(7,485)
Transaction Costs	(516)	(331)
Other	(20)	(15)
Total Gross Deferred Tax Liabilities	(16,875)	(14,392)
Valuation Allowance	(241)	(248)
Net Deferred Tax Liability	(13,432)	(10,762)

A valuation allowance has been provided against the deferred tax assets due to uncertainties regarding the future realization of state net operating loss carryforwards.

Approximately $46,000 of the valuation allowance relates to tax benefits for stock option deductions included in the net operating loss carryforwards. The valuation allowance increased by approximately $7,000 for the year ended December 31, 2010.

The Company's provision (benefit) for income taxes attributable to continuing operations differs from the expected tax expense (benefit) amount computed by applying the statutory federal income tax rate of 34% to income from continuing operations before income taxes in 2008, 2009 and 2010, primarily as a result of the following:

	DECEMBER 31,		
	2008	2009	2010
Federal statutory rate	34.0%	34.0%	34.0%
State taxes, net of federal benefit	4.4	4.6	(21.2)
Goodwill impairment	—	—	(196.0)
Other permanent items	(0.10)	(0.7)	(2.2)
	38.3%	37.9%	(185.4)%

The Company adopted current guidance which prescribes the accounting for uncertainty in income taxes recognized in the Company's financial statements and proposes a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. The guidance also provides direction on derecognizing and measurement of a tax position taken or expected to be taken in a tax return.

The Company and its subsidiaries file income tax returns in the United States federal and various state jurisdictions. The Company is subject to U.S. federal income tax examinations for the tax years 2007 and later by the Internal Revenue Service, and is subject to various state income tax examinations, with the exception of one state, for the tax years 2006 and later. The state income tax returns for the tax years 2007 and later remain subject to examination in the one state where audits have occurred.

The Company did not have unrecognized tax benefits as of December 31, 2010 and does not expect this to change over the next twelve (12) months. In connection with the adoption of the guidance the Company will recognize interest and penalties accrued on any unrecognized tax benefits as a component of income tax expense. As of December 31, 2010, the Company has not accrued interest or penalties related to uncertain tax positions.

10. CAPITAL STOCK

Preferred and Common Stock:

The authorized capital stock of the Company consists of 375,000,000 shares of capital stock designated as follows: (i) 270,000,000 shares of preferred stock, par value $.0001, of which 90,000,000 shares have been designated as Series "A" Convertible Preferred Stock, 90,000,000 shares have been designated as Series "B" Convertible Preferred Stock and 90,000,000 shares have been designated as Redeemable Preferred Stock, and (ii) 105,000,000 shares of common stock, par value $.0001.

At December 31, 2008 81,801,853 shares of Series A Convertible Preferred Stock and 85,398 shares of Common Stock were issued and outstanding. 83,609,009 shares of Series "A" Convertible Preferred Stock and 85,398 shares of Common Stock were issued and outstanding for the years ended December 31, 2009 and 2010, respectively.

Series "A" Convertible Preferred Stock:

The holders of Series "A" Convertible Preferred Stock are entitled to receive cumulative dividends, compounded quarterly, at the rate of 2.5% of the original issue price of such stock. The Company recorded undeclared dividends, within equity, in the amount of approximately $2,264,000, $2,315,000 and $2,447,000 for the years ended December 31, 2008, 2009 and 2010, respectively and at December 31, 2010, accrued undeclared dividends amounted to approximately $14,699,000.

Upon the election of the holders of two-thirds of the Series "A" Convertible Preferred Stock, each share of Series "A" Convertible Preferred Stock is convertible into one (1) share of Series "B" Convertible Preferred Stock and one (1) share of Redeemable Preferred Stock. Such conversion amounts are adjustable upon certain dilutive issuances. In addition, upon the completion of a qualified public offering by the Company, each share of Series "A" Convertible Preferred Stock is automatically converted as described above and all shares of outstanding Redeemable Preferred Stock are redeemed for cash. Upon any liquidation, dissolution or winding up of the Company, each holder of Series "A" Convertible Preferred Stock has a liquidation preference that is pari passu with the other preferred stock of the Company and senior to the Common Stock. Each holder of Series "A" Convertible Preferred Stock is entitled to a number of votes equal to the number of shares of Common Stock each holder would receive on an "as if converted basis."

Series "B" Convertible Preferred Stock:

Subject to the payment in full of all preferential dividends to the holders of Series "A" Convertible Preferred Stock and Redeemable Preferred Stock, the holders of Series "B" Convertible Preferred Stock are entitled to receive (on an as-converted and equal basis with the holders of Series "A" Convertible Preferred Stock and Common Stock) dividends in such amounts and at such times as the Board of Directors of the Company may determine in its sole discretion. Such dividends are not cumulative. Upon the election of the holders of two-thirds of the Series "B" Convertible Preferred Stock, each share of Series "B" Convertible Preferred Stock is convertible into one (1) share of Common Stock of the Company. Such conversion amount is adjustable upon certain dilutive issuances.

Upon the completion of a qualified public offering by the Company, all shares of outstanding Redeemable Preferred Stock (including shares issued upon the automatic conversion of Series "A" Convertible Preferred Stock as described above) are redeemed for cash. Upon any liquidation, dissolution or winding up of the Company, each holder of Series "B" Convertible Preferred Stock has a liquidation preference that is pari passu with the other preferred stock of the Company and senior to the Common Stock. Each holder of Series "B" Convertible Preferred Stock is entitled to a number of votes equal to the number of shares of Common Stock each holder would receive on an "as if converted basis."

Redeemable Preferred Stock:

The holders of Redeemable Preferred Stock are entitled to receive cumulative dividends, compounded quarterly, at the per share rate of 5% of the Redeemable Preferred Stock liquidation preference amount from the date of original issuance of such shares. The Redeemable Preferred Stock does not have a conversion feature. Upon the occurrence of certain change of control transactions (each, an "Extraordinary Transaction"), the holders of two-thirds of the Redeemable Preferred Stock may elect to have all of the shares of Redeemable Preferred Stock redeemed by the Company or to otherwise participate in such Extraordinary Transaction. Upon any liquidation, dissolution or winding up of the Company, each holder of Redeemable Preferred Stock has a liquidation preference that is pari passu with the other preferred stock of the Company and senior to the Common Stock. The holders of each outstanding share of Redeemable Preferred Stock, voting as a separate class, are entitled to vote and elect one Director and to remove such Director, with or without cause. The holders of Redeemable Preferred Stock are not entitled to vote on any other matters except as required by law.

No dividends may be declared or paid, and no shares of preferred stock may be redeemed until the Senior Secured and Senior Unsecured obligations of the Company have been paid in full.

11. SUBSEQUENT EVENTS

Material Definitive Agreement:

On February 17, 2011, Youth and Family Centered Services, Inc., entered into an Agreement and Plan of Merger (the "Merger Agreement"), with Acadia Healthcare Company, LLC, a Delaware corporation (the "Parent"), and Acadia—YFCS Acquisition Company, Inc., a Georgia corporation (the "Merger Co").

At the effective time of the Merger, each outstanding share of preferred and common stock outstanding shall be cancelled and converted to the right to receive certain consideration as set forth in the Merger Agreement. At the effective time, each option and/or warrant to purchase shares of common stock of the Company, whether vested or unvested, that is outstanding and unexercised as of immediately prior to the effective time, shall become fully vested and exercisable and shall be cancelled and converted into the right to receive certain merger consideration as set forth in the Merger Agreement.

The Company has made certain representations, warranties and covenants in the Merger agreement, which generally expire on June 1, 2012, with certain fundamental representations surviving until thirty (30) days after the expiration of the statute of limitations applicable to such representations.

The Parent and Merger Co have obtained equity and debt financing commitments for the transaction contemplated by the Merger Agreement, which proceeds will be sufficient to pay the aggregate merger consideration and all related fees and expenses. Additionally, upon consummation of the sale, approximately, $86.1 million of our Senior and Subordinated Debt is required to be paid off. Subsequent to year-end the Company made a principal payment of $1.8 million against its Term Loan. The receipt of financing on substantially the terms and subject to the conditions set forth in such commitments is a condition to the consummation of the Merger.

The companies expect to close the transaction at the end of the first quarter or early in the second quarter of 2011.

Executive Employment Agreements:

In 2004, the Company entered into employments agreement with our Chief Executive Officer (the “CEO”) and Chief Financial Officer (the “CFO”). Such employment agreements have been amended in connection with the Merger (the “Amendments”), with the Amendments becoming effective upon the consummation thereof.

In accordance with the appropriate guidance which establishes general standard of accounting for and disclosure of events that occur after the balance sheet date but before the financial statements are issued or available to be issued, the Company evaluated subsequent events through March 31, 2011, the date the financial statements were available to be issued. There were no other material subsequent events that required recognition or additional disclosure in these financial statements.

PHC, INC. AND SUBSIDIARIES

Condensed Consolidated Balance Sheets
(unaudited)

	SEPTEMBER 30, 2011	JUNE 30, 2011
ASSETS		
Current assets:		
Cash and cash equivalents	$ 3,260,766	$ 3,668,521
Accounts receivable, net of allowance for doubtful accounts of $7,569,270 at September 30, 2011 and $5,049,892 at June 30, 2011	12,465,615	11,078,840
Prepaid expenses	1,077,138	561,044
Prepaid income taxes	827,297	—
Other receivables and advances	2,956,556	2,135,435
Deferred income tax asset – current	1,919,435	1,919,435
Total current assets	22,506,807	19,363,275
Accounts receivable, non-current	80,019	27,168
Other receivables	27,539	43,152
Property and equipment, net	14,012,528	4,713,132
Deferred income tax asset – non-current	647,743	647,743
Deferred financing costs, net of amortization of $163,133 and $729,502 at September 30, 2011 and June 30, 2011	1,324,329	549,760
Goodwill	10,446,569	969,098
Other assets	2,779,593	1,968,662
Total assets	$ 51,825,127	$28,281,990
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	$ 2,522,104	$ 2,890,362
Current maturities of long-term debt	235,000	348,081
Revolving credit note, current	—	1,814,877
Current portion of obligations under capital leases	47,549	19,558
Accrued payroll, payroll taxes and benefits	2,571,634	2,026,911
Accrued expenses and other liabilities	1,665,285	2,237,982
Income taxes payable	—	129,160
Total current liabilities	7,041,572	9,466,931
Long-term debt, net of current maturities	26,206,250	56,702
Obligations under capital leases, net of current portion	46,267	—
Long-term accrued liabilities	853,545	843,296
Total liabilities	34,147,634	10,366,929
Stockholders' equity:		
Preferred Stock, 1,000,000 shares authorized, none issued or outstanding	—	—
Class A common stock, $.01 par value, 30,000,000 shares authorized, 19,985,772 and 19,978,211 shares issued at September 30, 2011 and June 30, 2011, respectively	199,858	199,782
Class B common stock, $.01 par value, 2,000,000 shares authorized, 773,717 issued and outstanding at September 30, 2011 and June 30, 2011, each convertible into one share of Class A common stock	7,737	7,737
Additional paid-in capital	28,266,988	28,220,835
Treasury stock, 1,214,093 shares of Class A common stock at September 30, 2011 and June 30, 2011, respectively, at cost	(1,808,734)	(1,808,734)
Accumulated deficit	(8,988,356)	(8,704,559)
Total stockholders' equity	17,677,493	17,915,061
Total liabilities and stockholders' equity	$ 51,825,127	$28,281,990

See Notes to Condensed Consolidated Financial Statements

PHC, INC. AND SUBSIDIARIES

Condensed Consolidated Statements of Operations
(Unaudited)

	THREE MONTHS ENDED SEPTEMBER 30,	
	2011	2010
Revenues:		
Patient care, net	$ 19,337,364	$ 14,233,822
Contract support services	1,346,937	837,598
Total revenues	20,684,301	15,071,420
Operating expenses:		
Patient care expenses	10,466,148	7,023,722
Cost of contract support services	1,069,527	707,775
Provision for doubtful accounts	1,263,017	1,003,462
Administrative expenses	7,360,632	5,100,069
Total operating expenses	20,159,324	13,835,028
Income from operations	524,977	1,236,392
Other income (expense):		
Interest income	82,676	40,594
Other income	33,822	38,988
Interest expense	(1,065,542)	(80,332)
Total other income (expense), net	(949,044)	(750)
(Loss) income before provision for income taxes	(424,067)	1,235,642
Income tax benefit	(140,270)	557,027
Net (loss) income	$ (283,797)	$ 678,615
Basic net (loss) income per common share	$ (0.01)	$ 0.03
Basic weighted average number of shares outstanding	19,540,218	19,532,095
Diluted net (loss) income per common share	$ (0.01)	$ 0.03
Diluted weighted average number of shares outstanding	19,540,218	19,603,138

See Notes to Condensed Consolidated Financial Statements.

PHC, INC. AND SUBSIDIARIES

Condensed Consolidated Statements of Cash Flows
(Unaudited)

	FOR THE THREE MONTHS ENDED SEPTEMBER 30,	
	2011	2010
Cash flows from operating activities:		
Net income (loss)	$ (283,797)	$ 678,615
Adjustments to reconcile net income to net cash used in operating activities:		
Depreciation and amortization	358,816	268,397
Non-cash interest expense	163,133	36,633
Earnings from investments in unconsolidated subsidiaries	(6,630)	(13,411)
Non-cash stock based compensation	30,149	49,023
Provision for doubtful accounts	1,263,017	1,003,462
Changes in:		
Accounts receivable and other receivable	(1,801,382)	(2,104,446)
Prepaid expenses, prepaid income taxes and other current assets	(1,246,257)	(194,982)
Other assets	70,015	8,735
Accounts payable	(525,742)	(54,070)
Accrued expenses and other liabilities	(298,425)	(459,305)
Net cash used in operating activities	(2,277,103)	(781,349)
Cash flows from investing activities:		
Acquisition of property and equipment	(109,607)	(361,002)
Purchase of licenses	(522)	(10,400)
Equity investment in unconsolidated subsidiaries	15,240	—
Principal receipts on note receivable	90,012	—
Cash used in Meadowwood acquisition	(21,500,000)	—
Net cash used in investing activities	(21,504,877)	(371,402)
Cash flows from financing activities:		
Revolving debt proceeds	3,000,000	—
Payments on revolving term debt	(1,814,877)	(103,084)
Proceeds from borrowing on long-term debt	23,500,000	—
Principal payments on long-term debt	(389,275)	(113,764)
Deferred financing cost	(937,702)	—
Proceeds from issuance of common stock, net	16,079	8,754
Purchase of treasury stock	—	(112,997)
Net cash provided by (used in) financing activities	23,374,225	(321,091)
Net decrease in cash and cash equivalents	(407,755)	(1,473,842)
Beginning cash and cash equivalents	3,668,521	4,540,278
Ending cash and cash equivalents	$ 3,260,766	$ 3,066,436
SUPPLEMENTAL CASH FLOW INFORMATION:		
Cash paid during the period for:		
Interest	$ 880,257	$ 43,699
Income taxes	797,100	676,825

See Notes to Condensed Consolidated Financial Statements

Note A—The Company

PHC, Inc. (the "Company") is incorporated in the Commonwealth of Massachusetts. The Company is a national health care company, which operates subsidiaries specializing in behavioral health services including the treatment of substance abuse, which includes alcohol and drug dependency and related disorders and the provision of psychiatric services. The Company also operates help lines for employee assistance programs, call centers for state and local programs and provides management, administrative and online behavioral health services. The Company primarily operates under three business segments:

Behavioral health treatment services, including two substance abuse treatment facilities: Highland Ridge Hospital, located in Salt Lake City, Utah, which also treats psychiatric patients, and Mount Regis Center, located in Salem, Virginia, and twelve psychiatric treatment locations which include Harbor Oaks Hospital, a 71-bed psychiatric hospital located in New Baltimore, Michigan, Detroit Behavioral Institute, a 66-bed residential facility located in Detroit, Michigan, Seven Hills Hospital, a 55-bed psychiatric hospital in Las Vegas, Nevada, MeadowWood Behavioral Health, a 58-bed psychiatric hospital in New Castle, Delaware and eight outpatient behavioral health locations (one in New Baltimore, Michigan operating in conjunction with Harbor Oaks Hospital, one in Monroeville, Pennsylvania operating as Wellplace, three in Las Vegas, Nevada operating as Harmony Healthcare and three locations operating as Pioneer Counseling Center in the Detroit, Michigan metropolitan area);

Call center and help line services (contract services), including two call centers: one operating in Midvale, Utah and one in Detroit, Michigan. The Company provides help line services through contracts with major railroads and a call center contract with the State of Michigan. The call centers both operate under the brand name, Wellplace; and

Behavioral health administrative services, including delivery of management and administrative and online services. The parent company provides management and administrative services for all of its subsidiaries and online services for its behavioral health treatment subsidiaries and its call center subsidiaries. It also provides behavioral health information through its website Wellplace.com.

Note B—Basis of Presentation

The accompanying unaudited condensed consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("USGAAP") for interim financial information and in accordance with Regulation S-X. Accordingly, they do not include all of the information and notes required by USGAAP for complete financial statements. The balance sheet at June 30, 2011 has been derived from the audited consolidated balance sheet at that date. In the opinion of management, all adjustments (consisting only of normal recurring adjustments) considered necessary for a fair presentation have been included. Operating results for the three months ended September 30, 2011 are not necessarily indicative of the results that may be expected for the year ending June 30, 2012. The accompanying financial statements should be read in conjunction with the June 30, 2011 consolidated financial statements and notes thereto included in this Registration Statement.

Estimates and assumptions

The preparation of financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect the reported amount of assets and liabilities and disclosure of contingent

assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates. Such estimates include patient care billing rates, realizability of receivables from third-party payors, rates for Medicare and Medicaid and the realization of deferred tax benefits and the valuation of goodwill, which represents a significant portion of the estimates made by management.

Revenue Recognition

The Company bills for its inpatient behavioral healthcare services upon discharge and for its outpatient facilities daily. In all cases, the charges are contractually adjusted at the time of billing using adjustment factors based on agreements or contracts with the insurance carriers and the specific plans held by the individuals. This method may still require additional adjustment based on ancillary services provided and deductibles and copays due from the individuals which are estimated at the time of admission based on information received from the individual. Adjustments to these estimates are recognized as adjustments to revenue during the period identified, usually when payment is received.

The Company's policy is to collect estimated co-payments and deductibles at the time of admission. Payments are made by way of cash, check or credit card. If the patient does not have sufficient resources to pay the estimated co-payment in advance, the Company's policy is to allow payment to be made in three installments—one third due upon admission, one third due upon discharge and the balance due 30 days after discharge. At times, the patient is not physically or mentally stable enough to comprehend or agree to any financial arrangement. In this case, the Company will make arrangements with the patient once his or her condition is stabilized. At times, this situation will require the Company to extend payment arrangements beyond the three payment method previously outlined. Whenever extended payment arrangements are made, the patient, or the individual who is financially responsible for the patient, is required to sign a promissory note to the Company, which includes interest on the balance due.

Contract support service revenue is a result of fixed fee contracts to provide telephone support. Revenue for these services is recognized ratably over the service period. All revenues and receivables from our contract services division are based on a prorated monthly allocation of the total contract amount and usually paid within 30 days of the end of the month.

Note C—Stock-Based Compensation

The Company has three active stock plans: a stock option plan, an employee stock purchase plan and a non-employee directors' stock option plan.

The stock option plan provides for the issuance of a maximum of 1,900,000 shares of Class A common stock of the Company pursuant to the grant of incentive stock options to employees or nonqualified stock options to employees, directors, consultants and others whose efforts are important to the success of the Company. Subject to the provisions of this plan, the compensation committee of the Board of Directors (the "Board") has the authority to select the optionees and determine the terms of the options including: (i) the number of shares, (ii) option exercise terms, (iii) the exercise or purchase price (which in the case of an incentive stock option will not be less than the market price of the Class A common stock as of the date of grant), (iv) type and duration of transfer or other restrictions and (v) the time and form of payment for restricted stock upon exercise of options.

The employee stock purchase plan provides for the purchase of Class A common stock at 85 percent of the fair market value at specific dates, to encourage stock ownership by all eligible employees. A maximum of 500,000 shares may be issued under this plan.

The non-employee director's stock option plan provides for the grant of non-statutory stock options automatically at the time of each annual meeting of the Board. Under the plan, a maximum of 350,000 shares

may be issued. Each outside director is granted an option to purchase 20,000 shares of Class A common stock, annually, at fair market value on the date of grant, vesting 25% immediately and 25% on each of the first three anniversaries of the grant and expiring ten years from the grant date.

The Company follows the provisions of Financial Accounting Standards Board ("FASB") Auditing Standards Codification ("ASC")—"Compensation—Stock Compensation" ("ASC 718"). Under the provisions of ASC 718, the Company recognizes the fair value of stock compensation as expense, over the requisite service period of the individual grantees, which generally equals the vesting period. All of the Company's stock compensation is accounted for as equity instruments and there have been no liability awards granted. Any income tax benefit related to stock compensation will be shown under the financing section of the statement of cash flows. Based on the Company's historical voluntary turnover rates for individuals in the positions who received options in the period, there was no forfeiture rate assumed. It is assumed these options will remain outstanding for the full term of issue. Under the true-up provisions of ASC 718, a recovery of prior expense will be recorded if the actual forfeiture is higher than estimated.

Under the provisions of ASC 718, the Company recorded $30,149 and $37,397 of stock-based compensation on its consolidated condensed statement of operations for the three months ended September 30, 2011 and 2010.

The Company had the following activity in its stock option plans for the three months ended September 30, 2011:

	NUMBER OF SHARES	WEIGHTED-AVERAGE EXERCISE PRICE PER SHARE	INTRINSIC VALUE AT SEPTEMBER 30, 2011
Balance—June 30, 2011	1,287,250	$ 1.83	
Granted	—	—	
Exercised	—	—	
Expired	31,250	1.26	
Balance—September 30, 2011	1,256,000	$ 1.85	$ 861,788
Exercisable	1,021,686	$ 1.97	$ 620,483

There were no options exercised during the three months ended September 30, 2011.

The following summarizes the activity of the Company's stock options that have not vested for the three months ended September 30, 2011.

	NUMBER OF SHARES	WEIGHTED- AVERAGE FAIR VALUE
Non-vested at July 1, 2011	253,064	$ .83
Granted	—	—
Expired	18,750	.69
Vested	—	—
Non-vested at September 30, 2011	234,314	$ .84

The compensation cost related to the fair value of the options outstanding at September 30, 2011 of approximately $138,977 will be recognized as these options vest over the next three years.

The Company utilizes the Black-Scholes valuation model for estimating the fair value of the stock compensation granted. There were no options granted under the stock option plans for the three months ended September 30, 2011 or September 30, 2010.

Note D—Fair Value Measurements:

ASC 820-10-65, "Fair Value Measurements and Disclosures", defines fair value, provides guidance for measuring fair value and requires certain disclosures. This statement applies under other accounting pronouncements that require or permit fair value measurements. The statement indicates, among other things, that a fair value measurement assumes that a transaction to sell an asset or transfer a liability occurs in the principal market for the asset or liability or, in the absence of a principal market, the most advantageous market for the asset or liability. ASC 820-10-65 defines fair value based upon an exit price model. ASC 820-10-65 discusses valuation techniques, such as the market approach (comparable market prices), the income approach (present value of future income or cash flow), and the cost approach (cost to replace the service capacity of an asset or replacement cost).

The statement utilizes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value into three broad levels. The following is a brief description of those three levels:

- Level 1: Observable inputs such as quoted prices (unadjusted) in active markets for identical assets or liabilities.
- Level 2: Inputs, other than quoted prices, that are observable for the asset or liability, either directly or indirectly. These include quoted prices for similar assets or liabilities in active markets and quoted prices for identical or similar assets or liabilities in markets that are not active.
- Level 3: Unobservable inputs that reflect the reporting entity's own assumptions.

The Company had money market funds stated at fair market value of $585,250 and $516,573 at September 30, 2011 and June 30, 2011, respectively, that were measured using Level 1 inputs.

Note E—Business Segment Information

The Company's behavioral health treatment services have similar economic characteristics, services, patients and clients. Accordingly, all behavioral health treatment services are reported on an aggregate basis under one segment. The Company's segments are more fully described in Note A above. Residual income and expenses from closed facilities are included in the administrative services segment. The following summarizes the Company's segment data:

	TREATMENT SERVICES	CONTRACT SERVICES	ADMINISTRATIVE SERVICES	ELIMINATIONS	TOTAL
For the three months ended September 30, 2011					
Revenue–external customers	$19,337,364	$1,346,937	$ —	$ —	$20,684,301
Revenues—intersegment	1,171,618	—	1,452,735	(2,624,353)	—
Segment net income (loss)	2,663,826	285,588	(3,233,211)	—	(283,797)
Capital expenditures	100,141	1,870	7,596	—	109,607
Depreciation & amortization	292,521	20,736	45,559	—	358,816
Interest expense	7,153	—	1,058,389	—	1,065,542
Income tax benefit	—	—	(140,270)	—	(140,270)

	TREATMENT SERVICES	CONTRACT SERVICES	ADMINISTRATIVE SERVICES	ELIMINATIONS	TOTAL
For the three months ended September 30, 2011 (continued)					
Identifiable assets	43,108,519	1,145,687	7,570,921	—	51,825,127
Goodwill	10,446,569	—	—	—	10,446,569

	TREATMENT SERVICES	CONTRACT SERVICES	ADMINISTRATIVE SERVICES	ELIMINATIONS	TOTAL
For the three months ended September 30, 2010					
Revenue–external customers	$14,233,822	$ 837,598	$ —	$ —	$15,071,420
Revenues—intersegment	1,053,789	—	1,293,105	(2,346,894)	—
Segment net income (loss)	2,140,233	129,823	(1,591,441)	—	678,615
Capital expenditures	353,099	5,303	2,600	—	361,002
Depreciation & amortization	208,756	19,851	39,790	—	268,397
Interest expense	40,599	—	39,733	—	80,332
Income tax expense	—	—	557,027	—	557,027
At June 30, 2011					
Identifiable assets	19,523,739	1,250,903	7,507,348	—	28,281,990
Goodwill	969,098	—	—	—	969,098

Note F—Income Taxes

FASB ASC 740, “Income Taxes” (“ASC 740”), prescribes a comprehensive model for the financial statement recognition, measurement, presentation, and disclosure of uncertain tax positions taken or expected to be taken in income tax returns. ASC 740 required that a change in judgment related to prior years’ tax positions be recognized in the quarter of the change. The Company recognized no material adjustment in the liability for unrecognized tax benefits.

We recognize interest and penalties related to uncertain tax positions in general and administrative expense. As of September 30, 2011, we have not recorded any provisions for accrued interest and penalties related to uncertain tax positions.

Tax years 2006-2010 remain open to examination by the major taxing authorities to which we are subject.

Note G—Basic and Diluted Income Per Share:

Income per share is computed by dividing the income applicable to common shareholders by the weighted average number of shares of both classes of common stock outstanding for each fiscal year. Class B common stock has additional voting rights. All dilutive common stock equivalents are included in the calculation of diluted earnings per share; however, since the Company experienced a net loss for the three months ended September 30, 2011, no additional common stock equivalents related to options or warrants were included since they would have been anti-dilutive. For the three months ended September 30, 2010, all dilutive common stock equivalents were included in the calculation of diluted earnings per share using the treasury stock method.

The weighted average number of common shares outstanding used in the computation of earnings per share is summarized as follows:

	THREE MONTHS ENDED SEPTEMBER 30,	
	2011	2010
Weighted average shares outstanding—basic	19,540,218	19,532,095
Employee stock options	—	71,043
Warrants	—	—
Weighted average shares outstanding—fully diluted	19,540,218	19,603,138

The following table summarizes securities outstanding as of September 30, 2011 and 2010, but not included in the calculation of diluted net earnings per share because such shares are antidilutive:

	THREE MONTHS ENDED SEPTEMBER 30,	
	2011	2010
Employee stock options	1,256,000	1,059,000
Warrants	363,000	363,000
Total	1,619,000	1,422,000

Note H—Note Receivable

On November 13, 2010, the Company, through its subsidiary Detroit Behavioral Institute, Inc., d/b/a Capstone Academy, a wholly owned subsidiary of the Company (“Capstone Academy”), purchased the rights under certain identified notes (the “Notes”) held by Bank of America and secured by the property leased by Capstone Academy for $1,250,000. The Notes were in default at the time of the purchase and the Company has initiated foreclosure proceedings in the courts. The Notes were purchased using cash flow from operations. The Company has recorded the value of the Notes in other receivables, current, in the accompanying condensed consolidated financial statements. The Company believes the value of the Notes are fully recoverable based on the current value of the property securing the Notes. A Sheriff’s Sale of the property is scheduled for the second quarter of fiscal 2012.

Note I—Acquisition of MeadowWood

On July 1, 2011, the Company completed the acquisition of MeadowWood Behavioral Health, a behavioral health facility located in New Castle, Delaware (“MeadowWood”) from Universal Health Services, Inc. (the “Seller”) pursuant to the terms of an Asset Purchase Agreement, dated as of March 15, 2011, between the Company and the Seller (the “Purchase Agreement”). In accordance with the Purchase Agreement, PHC MeadowWood, Inc., a Delaware corporation and subsidiary of the Company (“PHC MeadowWood”) acquired substantially all of the operating assets (other than cash) and assumed certain liabilities associated with MeadowWood. The purchase price was $21,500,000, and is subject to a working capital adjustment. At closing, PHC MeadowWood hired Seller’s employees currently employed at MeadowWood and assumed certain obligations with respect to those transferred employees. Also at closing, PHC MeadowWood and the Seller entered into a transition services agreement to facilitate the transition of the business. Transaction costs of approximately $684,000 were recorded as administrative expense during the three months ended September 30, 2011.

The consideration was allocated to assets and liabilities based on their relative fair values as of the closing date of the MeadowWood acquisition. The purchase price consideration and allocation of purchase price was as follows:

Cash purchase price (subject to adjustment)	$ 21,500,000
Accounts Receivables (net)	$ 1,796,781
Prepaid expenses and other current assets	97,134
Land	1,420,000
Building and Improvements	7,700,300
Furniture and Equipment	553,763
Licenses	700,000
Goodwill	9,541,046
Accounts Payable	(157,484)
Accrued expenses and other current liabilities	(151,540)
	$ 21,500,000

The allocation of consideration paid for the acquired assets and liabilities of MeadowWood is based on management's best preliminary estimates. The actual allocation of the amount of the consideration may differ from that reflected after a third party valuation and these procedures have been finalized.

The results of operations of MeadowWood are included in the Company's operating results beginning July 1, 2011. The following presents the pro forma revenues, net income and net income per common share for three months ended September 30, 2010 of the Company's acquisition of MeadowWood assuming the acquisition occurred as of July 1, 2009.

	THREE MONTHS ENDED SEPTEMBER 30, (UNAUDITED) 2010
Revenues	$ 18,795,290
Net income	$ 1,049,306
Net income per common share	$ 0.05
Fully diluted weighted average shares outstanding	19,603,138

This unaudited pro forma condensed combined financial information is not necessarily indicative of the results of operations that would have been achieved had the acquisition actually taken place at the dates indicated and do not purport to be indicative of future position or operating results.

Note J—Financing Agreements

Also on July 1, 2011 (the "Closing Date"), and concurrently with the closing under the MeadowWood Purchase and Sale Agreement, the Company and its subsidiaries entered into a Credit Agreement with the lenders party thereto (the "Lenders"), Jefferies Finance LLC, as administrative agent, arranger, book manager, collateral agent, and documentation agent for the Lenders, and as syndication agent and swingline lender, and Jefferies

Group, Inc., as issuing bank (the "Credit Agreement"). The terms of the Credit Agreement provide for (i) a $23,500,000 senior secured term loan facility (the "Term Loan Facility") and (ii) up to $3,000,000 senior secured revolving credit facility (the "Revolving Credit Facility"), both of which were fully borrowed on the Closing Date in order to finance the MeadowWood purchase, to pay off the Company's existing loan facility with CapitalSource Finance LLC, for miscellaneous costs, fees and expenses related to the Credit Agreement and the MeadowWood purchase, and for general working capital purposes. As of September 30, 2011, approximately $23,441,250 and $3,000,000 remain outstanding under the Term Loan Facility and the Revolving Credit Facility. The Term Loan Facility and Revolving Credit Facility mature on July 1, 2014 and require repayment of 0.25% of the principal amount of the Term Loan each quarter during the term. Interest on these loans for the quarter ended September 30, 2011 was 7.75%. Under the agreement, the Company must maintain compliance with certain financial covenants. As of September 30, 2011, the Company was in compliance with the required covenants.

Note K—Merger with Acadia Healthcare Company, Inc.

On May 23, 2011, the Company entered into an Agreement and Plan of Merger (the "Merger Agreement") with Acadia Healthcare Company, Inc., a Delaware corporation ("Acadia"), and Acadia Merger Sub, LLC, a Delaware limited liability company and wholly-owned subsidiary of Acadia ("Merger Sub"), pursuant to which, subject to the satisfaction or waiver of the conditions therein, the Company will merge with and into Merger Sub, with Merger Sub continuing as the surviving company (the "Merger").

On October 26, 2011, the shareholders of PHC, Inc. voted to approve the merger agreement. On November 1, 2011 the Merger agreement was finalized. Upon completion of the Merger, Acadia stockholders own approximately 77.5% of the combined company and PHC's former stockholders own approximately 22.5% of the combined company.

NOTE L—Subsequent Events-

The Company evaluated subsequent events through the date of this report and did not find any unrecorded reportable subsequent events, except as discussed in Note K.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

Board of Directors and Stockholders of
PHC, Inc.:

We have audited the accompanying consolidated balance sheets of PHC, Inc. and subsidiaries as of June 30, 2011 and 2010 and the related consolidated statements of income, changes in stockholders' equity, and cash flows for the years then ended. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of PHC, Inc. and subsidiaries at June 30, 2011 and 2010 and the results of their operations and their cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

/s/ BDO USA, LLP

Boston, Massachusetts
August 18, 2011

PHC, INC. AND SUBSIDIARIES

Consolidated Balance Sheets

	JUNE 30, 2011	JUNE 30, 2010
ASSETS		
Current assets:		
Cash and cash equivalents	$ 3,668,521	$ 4,540,278
Accounts receivable, net of allowance for doubtful accounts of $5,049,892 and $3,002,323 at June 30, 2011 and 2010, respectively	11,078,840	8,776,283
Prepaid expenses	561,044	490,662
Other receivables and advances	2,135,435	743,454
Deferred tax assets	1,919,435	1,145,742
Total current assets	19,363,275	15,696,419
Restricted cash	—	512,197
Accounts receivable, non-current	27,168	17,548
Other receivables	43,152	58,169
Property and equipment, net	4,713,132	4,527,376
Deferred financing costs, net of amortization of $729,502 and $582,971 at June 30, 2011 and 2010, respectively	549,760	189,270
Goodwill	969,098	969,098
Deferred tax assets-long term	647,743	1,495,144
Other assets	1,968,662	2,184,749
Total assets	$ 28,281,990	$ 25,649,970
LIABILITIES		
Current liabilities:		
Current maturities of long-term debt	$ 348,081	$ 796,244
Revolving credit note	1,814,877	1,336,025
Current portion of obligations under capital leases	19,558	112,909
Accounts payable	2,890,362	2,036,803
Accrued payroll, payroll taxes and benefits	2,026,911	2,152,724
Accrued expenses and other liabilities	2,237,982	1,040,487
Income taxes payable	129,160	23,991
Total current liabilities	9,466,931	7,499,183
Long-term debt, less current maturities	56,702	292,282
Obligations under capital leases	—	19,558
Long-term accrued liabilities	843,296	582,953
Total liabilities	10,366,929	8,393,976
Commitments and contingent liabilities (Note I)		
STOCKHOLDERS' EQUITY		
Preferred stock, 1,000,000 shares authorized, none issued	—	—
Class A Common Stock, $.01 par value; 30,000,000 shares authorized, 19,978,211 and 19,867,826 shares issued at June 30, 2011 and 2010, respectively	199,782	198,679
Class B Common Stock, $.01 par value; 2,000,000 shares authorized, 773,717 and 775,021 issued and outstanding at June 30, 2011 and 2010, respectively, each convertible into one share of Class A Common Stock	7,737	7,750
Additional paid-in capital	28,220,835	27,927,536
Treasury stock, 1,214,093 and 1,040,598 Class A common shares at cost at June 30, 2011 and 2010, respectively	(1,808,734)	(1,593,407)
Accumulated deficit	(8,704,559)	(9,284,564)
Total stockholders' equity	17,915,061	17,255,994
Total liabilities and stockholders' equity	$ 28,281,990	$ 25,649,970

See accompanying notes to consolidated financial statements.

PHC, INC. AND SUBSIDIARIES

Consolidated Statements of Income

	FOR THE YEARS ENDED JUNE 30,	
	2011	2010
Revenues:		
Patient care, net	$ 57,495,735	$ 49,647,395
Contract support services	4,512,144	3,429,831
Total revenues	62,007,879	53,077,226
Operating expenses:		
Patient care expenses	30,234,829	26,306,828
Cost of contract support services	3,617,509	2,964,621
Provision for doubtful accounts	3,406,443	2,131,392
Administrative expenses	22,206,455	19,110,638
Legal settlement	446,320	—
Total operating expenses	59,911,556	50,513,479
Income from operations	2,096,323	2,563,747
Other income (expense):		
Interest income	263,523	142,060
Interest expense	(310,673)	(326,582)
Other income, net	(61,232)	146,537
Total other expense, net	(108,382)	(37,985)
Income before income taxes	1,987,941	2,525,762
Provision for income taxes	1,407,936	1,106,100
Net income applicable to common shareholders	$ 580,005	$ 1,419,662
Basic net income per common share	$ 0.03	$ 0.07
Basic weighted average number of shares outstanding	19,504,943	19,813,783
Fully diluted net income per common share	$ 0.03	$ 0.07
Fully diluted weighted average number of shares outstanding	19,787,461	19,914,954

See accompanying notes to consolidated financial statements.

PHC, INC. AND SUBSIDIARIES

Consolidated Statements of Changes in Stockholders' Equity

	CLASS A COMMON STOCK		CLASS B COMMON STOCK		ADDITIONAL PAID-IN	CLASS A TREASURY STOCK		ACCUMULATED	
	SHARES	AMOUNT	SHARES	AMOUNT	CAPITAL	SHARES	AMOUNT	DEFICIT	TOTAL
Balance—June 30, 2009	19,840,793	$ 198,408	775,080	$ 7,751	$ 27,667,597	626,541	$(1,125,707)	$ (10,704,226)	$16,043,823
Stock-based compensation expense					221,404				221,404
Issuance of shares for options exercised	2,000	20			1,600				1,620
Issuance of employee stock purchase plan shares	24,974	250			36,935				37,185
Purchase of treasury shares									
Conversion from Class B to Class A	59	1	(59)	(1)		414,057	(467,700)		(467,700)
Net income								1,419,662	1,419,662
Balance—June 30, 2010	19,867,826	198,679	775,021	7,750	27,927,536	1,040,598	(1,593,407)	(9,284,564)	17,255,994
Stock-based compensation expense					164,916				164,916
Issuance of shares for options exercised	95,000	950			102,790				103,740
Fair value of warrants issued					11,626				11,626
Issuance of employee stock purchase plan shares	14,081	140			13,967				14,107
Purchase of treasury shares						173,495	(215,327)		(215,327)
Conversion from Class B to Class A	1,304	13	(1,304)	(13)					
Net income								580,005	580,005
Balance—June 30, 2011	19,978,211	$ 199,782	773,717	$ 7,737	$ 28,220,835	1,214,093	$(1,808,734)	$ (8,704,559)	$17,915,061

See accompanying notes to consolidated financial statements.

PHC, INC. AND SUBSIDIARIES

Consolidated Statements of Cash Flows

	FOR THE YEARS ENDED JUNE 30,	
	2011	**2010**
Cash flows from operating activities:		
Net income	$ 580,005	$ 1,419,662
Adjustments to reconcile net income to net cash provided by operating activities:		
Non-cash (gain)/loss on equity method investments	(25,864)	(17,562)
Loss on disposal of property and equipment	—	3,831
Depreciation and amortization	1,105,249	1,156,569
Non-cash interest expense	146,531	146,531
Deferred income taxes	73,708	185,093
Fair value of warrants	11,626	—
Stock-based compensation	164,916	221,404
Provision for doubtful accounts	3,406,443	2,131,392
Changes in operating assets and liabilities:		
Accounts and other receivables	(6,256,335)	(4,475,536)
Prepaid expenses and other current assets	(70,382)	(15,136)
Other assets	524,438	12,910
Accounts payable	670,548	656,755
Accrued expenses and other liabilities	1,408,237	768,017
Net cash provided by operations	1,739,120	2,193,930
Cash flows from investing activities:		
Acquisition of property and equipment	(1,081,810)	(751,843)
Purchase of licenses	(52,466)	(22,208)
Equity investment in unconsolidated subsidiary	72,980	33,528
Investment in note receivable	(1,001,934)	—
Principal receipts on note receivable	162,685	—
Net cash used in investing activities	(1,900,545)	(740,523)
Cash flows from financing activities:		
Repayment on revolving debt, net	478,852	472,621
Principal payments on long-term debt and capital lease obligations	(796,652)	(156,199)
Cash paid for deferred financing costs	(295,052)	—
Purchase of treasury stock	(215,327)	(467,700)
Proceeds from issuance of common stock, net	117,847	38,805
Net cash used in financing activities	(710,332)	(112,473)
Net (decrease) increase in cash and cash equivalents	(871,757)	1,340,934
Beginning cash and cash equivalents	4,540,278	3,199,344
Cash and cash equivalents, end of year	$ 3,668,521	$ 4,540,278
Supplemental cash flow information:		
Cash paid during the period for:		
Interest	$ 164,141	$ 180,048
Income taxes	1,248,147	864,525
Supplemental disclosure of non-cash financing and investing transactions:		
Conversion of Class B to Class A common stock	$ 13	$ 59
Accrued and unpaid deferred financing costs	211,922	—

See accompanying notes to consolidated financial statements.

NOTE A—THE COMPANY AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Operations and business segments:

PHC, Inc. and subsidiaries, ("PHC" or the "Company") is incorporated in the Commonwealth of Massachusetts. The Company is a national healthcare company which operates subsidiaries specializing in behavioral health services including the treatment of substance abuse, which includes alcohol and drug dependency and related disorders and the provision of psychiatric services. The Company also operates help lines for employee assistance programs, call centers for state and local programs and provides management, administrative and online behavioral health services. The Company primarily operates under three business segments:

(1) Behavioral health treatment services, including two substance abuse treatment facilities: Highland Ridge Hospital, located in Salt Lake City, Utah, which also treats psychiatric patients, Mount Regis Center, located in Salem, Virginia and Renaissance Recovery and eleven psychiatric treatment locations which include Harbor Oaks Hospital, a 71-bed psychiatric hospital located in New Baltimore, Michigan, Detroit Behavioral Institute, a 66-bed residential facility in Detroit, Michigan, a 55-bed psychiatric hospital in Las Vegas, Nevada and eight outpatient behavioral health locations (one in New Baltimore, Michigan operating in conjunction with Harbor Oaks Hospital, three in Las Vegas, Nevada as Harmony Healthcare, three locations operating as Pioneer Counseling Center in the Detroit, Michigan metropolitan area) and one location in Pennsylvania operating as Wellplace;

(2) Call center and help line services (contract services), including two call centers, one operating in Midvale, Utah and one in Detroit, Michigan. The Company provides help line services through contracts with major railroads and a call center contract with Wayne County, Michigan. The call centers both operate under the brand name Wellplace; and

(3) Behavioral health administrative services, including delivery of management and administrative and online services. The parent company provides management and administrative services for all of its subsidiaries and online services for its behavioral health treatment subsidiaries and its call center subsidiaries. It also provides behavioral health information through its website, Wellplace.com.

Principles of consolidation:

The consolidated financial statements include the accounts of the Company and its wholly owned subsidiaries. All material intercompany accounts and transactions have been eliminated in consolidation. In January 2007, the Company purchased a 15.24% membership interest in the Seven Hills Psych Center, LLC, the entity that is the landlord of the Seven Hills Hospital subsidiary. In March 2008, the Company, through its subsidiary PHC of Nevada, Inc., purchased a 25% membership interest in Behavioral Health Partners, LLC, the entity that is the landlord of a new outpatient location for Harmony Healthcare. These investments are accounted for under the equity method of accounting and are included in other assets on the accompanying consolidated balance sheets. (Note F)

Revenues and accounts receivable:

Patient care revenues and accounts receivable are recorded at established billing rates or at the amount realizable under agreements with third-party payors, including Medicaid and Medicare. Revenues under third-party payor agreements are subject to examination and contractual adjustment, and amounts realizable may

change due to periodic changes in the regulatory environment. Provisions for estimated third party payor settlements are provided in the period the related services are rendered. Differences between the amounts provided and subsequent settlements are recorded in operations in the period of settlement. Amounts due as a result of cost report settlements are recorded and listed separately on the consolidated balance sheets as “Other receivables”. The provision for contractual allowances is deducted directly from revenue and the net revenue amount is recorded as accounts receivable. The allowance for doubtful accounts does not include the contractual allowances.

Medicare reimbursements are based on established rates depending on the level of care provided and are adjusted prospectively. Effective for fiscal years beginning after January 1, 2005, the prospective payment system (“PPS”) was brought into effect for all psychiatric services paid through the Medicare program. The new system changed the TEFRA-based (Tax Equity and Fiscal Responsibility Act of 1982) system to the new variable per diem-based system. The new rates are based on a statistical model that relates per diem resource use for beneficiaries to patient and facility characteristics available from “Center for Medicare and Medicaid Services” (“CMS’s”), administrative data base (cost reports and claims data). Patient-specific characteristics include, but are not limited to, principal diagnoses, comorbid conditions, and age. Facility specific variables include an area wage index, rural setting, and the extent of teaching activity. This change was phased in over three fiscal years with a percentage of payments being made at the old rates and a percentage at the new rates. The Company has been operating fully under PPS since fiscal 2009.

Although Medicare reimbursement rates are based 100% on PPS, the Company will continue to file cost reports annually as required by Medicare to determine ongoing rates and recoup any adjustments for Medicare bad debt. These cost reports are routinely audited on an annual basis. The Company believes that adequate provision has been made in the financial statements for any adjustments that might result from the outcome of Medicare audits. Approximately 27% of the Company’s total revenue is derived from Medicare and Medicaid payors for each of the years ended June 30, 2011 and 2010. Differences between the amounts provided and subsequent settlements are recorded in operations in the year of the settlement. To date, settlement adjustments have not been material.

Patient care revenue is recognized as services are rendered, provided there exists persuasive evidence of an arrangement, the fee is fixed or determinable and collectability of the related receivable is reasonably assured. Pre—admission screening of financial responsibility of the patient, insurance carrier or other contractually obligated payor, provides the Company the net expected collectable patient revenue to be recorded based on contractual arrangements with the payor or pre-admission agreements with the patient. Revenue is not recognized for emergency provision of services for indigent patients until authorization for the services can be obtained.

Contract support service revenue is a result of fixed fee contracts to provide telephone support. Revenue for these services is recognized ratably over the service period.

Long-term assets include non-current accounts receivable, other receivables and other assets (see below for description of other assets). Non-current accounts receivable consist of amounts due from former patients for service. This amount represents estimated amounts collectable under supplemental payment agreements, arranged by the Company or its collection agencies, entered into because of the patients’ inability to pay under normal payment terms. All of these receivables have been extended beyond their original due date. Reserves are provided for accounts of former patients that do not comply with these supplemental payment agreements and accounts are written off when deemed unrecoverable. Other receivables included as long-term assets include the non-current portion of loans provided to employees and amounts due on a contractual agreement.

Charity care amounted to approximately $231,000 and $305,000 for the years ended June 30, 2011 and 2010, respectively. Patient care revenue is presented net of charity care in the accompanying consolidated statements of income.

The Company had accounts receivable from Medicaid and Medicare of approximately $3,447,240 at June 30, 2011 and $2,333,300 at June 30, 2010. Included in accounts receivable is approximately $1,212,460 and $1,255,000 in unbilled receivables at June 30, 2011 and 2010, respectively.

Allowance for doubtful accounts:

The Company records an allowance for uncollectible accounts which reduces the stated value of receivables on the balance sheet. This allowance is calculated based on a percentage of each aged accounts receivable category beginning at 0-5% on current accounts and increasing incrementally for each additional 30 days the account remains outstanding until the account is over 300 days outstanding, at which time the provision is 100% of the outstanding balance. These percentages vary by facility based on each facility's experience in and expectations for collecting older receivables. The Company compares this required reserve amount to the current "Allowance for doubtful accounts" to determine the required bad debt expense for the period. This method of determining the required "Allowance for doubtful accounts" has historically resulted in an allowance for doubtful accounts of 20% or greater of the total outstanding receivables balance, which the Company believes to be a reasonable valuation of its accounts receivable.

Estimates and assumptions:

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amount of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates. Such estimates include patient care billing rates, realizability of receivables from third-party payors, rates for Medicare and Medicaid, the realization of deferred tax benefits and the valuation of goodwill, which represents a significant portion of the estimates made by management.

Reliance on key clients:

The Company relies on contracts with more than ten clients to maintain patient census at its inpatient facilities and patients for our outpatient operations and our employee assistance programs. The loss of any of such contracts would impact the Company's ability to meet its fixed costs. The Company has entered into relationships with large employers, health care institutions, insurance companies and labor unions to provide treatment for psychiatric disorders, chemical dependency and substance abuse in conjunction with employer sponsored employee assistance programs. The employees of such institutions may be referred to the Company for treatment, the cost of which is reimbursed on a per diem or per capita basis. Approximately 20% of the Company's total revenue is derived from these clients for all periods presented. No one of these large employers, health care institutions or labor unions individually accounts for 10% or more of the Company's consolidated revenues, but the loss of any of these clients would require the Company to expend considerable effort to replace patient referrals and would result in revenue and attendant losses.

Cash equivalents:

Cash equivalents include short-term highly liquid investments with original maturities of less than three months.

Property and equipment:

Property and equipment are stated at cost. Depreciation is provided over the estimated useful lives of the assets using the straight-line method. The estimated useful lives are as follows:

ASSETS	ESTIMATED USEFUL LIFE
Buildings	39 years
Furniture and equipment	3 through 10 years
Motor vehicles	5 years
Leasehold improvements	Lesser of useful life or term of lease (2 to 10 years)

Other assets:

Other assets consists of deposits, deferred expenses advances, investment in Seven Hills LLC, investment in Behavioral Health Partners, LLC, software license fees, and acquired software which is being amortized over three to seven years based on its estimated useful life.

Long-lived assets:

The Company reviews the carrying values of its long-lived assets, other than goodwill, for possible impairment whenever events or changes in circumstances indicate that the carrying amounts of the assets may not be recoverable. Any long-lived assets held for disposal are reported at the lower of their carrying amounts or fair value less costs to sell. The Company believes that the carrying value of its long-lived assets is fully realizable at June 30, 2011.

Fair Value Measurements:

Accounting Standards Codification (“ASC”) 820-10-65, “Fair Value Measurements and Disclosures”, defines fair value, provides guidance for measuring fair value and requires certain disclosures. This statement applies under other accounting pronouncements that require or permit fair value measurements. The statement indicates, among other things, that a fair value measurement assumes that a transaction to sell an asset or transfer a liability occurs in the principal market for the asset or liability or, in the absence of a principal market, the most advantageous market for the asset or liability. ASC 820-10-65 defines fair value based upon an exit price model. ASC 820-10-65 discusses valuation techniques, such as the market approach (comparable market prices), the income approach (present value of future income or cash flow), and the cost approach (cost to replace the service capacity of an asset or replacement cost). The statement utilizes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value into three broad levels. The following is a brief description of those three levels:

- *Level 1:* Observable inputs such as quoted prices (unadjusted) in active markets for identical assets or liabilities.
- *Level 2:* Inputs, other than quoted prices, that are observable for the asset or liability, either directly or indirectly. These include quoted prices for similar assets or liabilities in active markets and quoted prices for identical or similar assets or liabilities in markets that are not active.
- *Level 3:* Unobservable inputs that reflect the reporting entity’s own assumptions.

The Company had money market funds stated at fair market value, of $516,573 and $2,504,047 at June 30, 2011 and 2010, respectively, that were measured using Level 1 inputs.

Basic and diluted income per share:

Income per share is computed by dividing the income applicable to common shareholders by the weighted average number of shares of both classes of common stock outstanding for each fiscal year. Class B Common Stock has additional voting rights. All dilutive common stock equivalents have been included in the calculation of diluted earnings per share for the fiscal years ended June 30, 2011 and 2010 using the treasury stock method.

The weighted average number of common shares outstanding used in the computation of earnings per share is summarized as follows:

	YEARS ENDED JUNE 30,	
	2011	2010
Weighted average shares outstanding—basic	19,504,943	19,813,783
Employee stock options and warrants	282,518	101,171
Weighted average shares outstanding—fully diluted	19,787,461	19,914,954

The following table summarizes securities outstanding as of June 30, 2011 and 2010, but not included in the calculation of diluted net earnings per share because such shares are antidilutive:

	YEARS ENDED JUNE 30,	
	2011	2010
Employee stock options	502,250	921,500
Warrants	363,000	343,000
Total	865,250	1,264,500

The Company repurchased 173,495 and 414,057 shares of its Class A Common Stock during fiscal 2011 and 2010, respectively.

Income taxes:

ASC 740, “Income Taxes”, prescribes an asset and liability approach, which requires the recognition of deferred tax liabilities and assets for the expected future tax consequences of temporary differences between the carrying amounts and the tax bases of the assets and liabilities. In accordance with ASC 740, the Company may establish reserves for tax uncertainties that reflect the use of the comprehensive model for the recognition and measurement of uncertain tax positions. Tax authorities periodically challenge certain transactions and deductions reported on our income tax returns. The Company does not expect the outcome of these examinations, either individually or in the aggregate, to have a material adverse effect on our financial position, results of operations, or cash flows.

Comprehensive income:

The Company’s comprehensive income is equal to its net income for all periods presented.

Stock-based compensation:

The Company issues stock options to its employees and directors and provides employees the right to purchase stock pursuant to stockholder approved stock option and stock purchase plans. The Company follows the provisions of ASC 718, "Compensation—Stock Compensation".

Under the provisions of ASC 718, the Company recognizes the fair value of stock compensation in net income (loss), over the requisite service period of the individual grantees, which generally equals the vesting period. All of the Company's stock based awards are accounted for as equity instruments.

Under the provisions of ASC 718, the Company recorded $164,916 and $221,404 of stock-based compensation in its consolidated statements of income for the years ended June 30, 2011 and 2010, respectively, which is included in administrative expenses as follows:

	YEAR ENDED JUNE 30, 2011	YEAR ENDED JUNE 30, 2010
Directors fees	$ 75,845	$ 63,870
Employee compensation	89,071	157,534
Total	$ 164,916	$ 221,404

The Company utilizes the Black-Scholes valuation model for estimating the fair value of the stock-based compensation. The weighted-average grant date fair values of the options granted under the stock option plans of $1.15 and $0.63 for the years ended June 30, 2011 and 2010, respectively, were calculated using the following weighted-average assumptions:

	YEAR ENDED JUNE 30,	
	2011	2010
Risk free interest rate	2.50%	2.30% - 3.48%
Expected dividend yield	—	—
Expected lives	5 - 10 years	5 - 10 years
Expected volatility	61.61% - 72.06%	60.66% - 61.63%

The dividend yield of zero is based on the fact that the Company has never paid cash dividends and has no present intention to pay cash dividends. Expected volatility is based on the historical volatility of the Company's common stock over the period commensurate with the expected life of the options. The risk-free interest rate is the U.S. Treasury rate on the date of grant. The expected life was calculated using the Company's historical experience for the expected term of the option.

Based on the Company's historical voluntary turnover rates for individuals in the positions who received options, there was no forfeiture rate assessed. It is assumed these options will remain outstanding for the full term of issue. Under the true-up provisions of ASC 718, a recovery of prior expense will be recorded if the actual forfeiture rate is higher than estimated or additional expense if the forfeiture rate is lower than estimated. To date, any required true-ups have not been material.

In August 2010, 7,679 shares of common stock were issued under the employee stock purchase plan. The Company recorded stock-based compensation expense of $1,304. In March 2011, 6,402 shares of common stock were issued under the employee stock purchase plan. The Company recorded stock-based compensation expense of $1,216.

As of June 30, 2011, there was $168,117 in unrecognized compensation cost related to nonvested stock-based compensation arrangements granted under existing stock option plans. This cost is expected to be recognized over the next three years.

Advertising Expenses:

Advertising costs are expensed when incurred. Advertising expenses for the years ended June 30, 2011 and 2010 were $167,549 and $136,183, respectively.

Subsequent Events:

The Company has evaluated material subsequent events through the date of issuance of this report and we have included all such disclosures in the accompanying footnotes. (See Note P).

Reclassifications:

Certain June 30, 2010 balance sheet amounts have been reclassified to be consistent with the June 30, 2011 presentation, which affect certain balance sheet classifications only.

Recent accounting pronouncements:

Recently Adopted Standards

In April 2010, the FASB issued ASU No. 2010-13, *Compensation—Stock Compensation* (Topic 718): Effect of Denominating the Exercise Price of a Share-Based Payment Award in the Currency of the Market in Which the Underlying Equity Security Trades, or ASU 2010-13. ASU 2010-13 clarifies that a share-based payment award with an exercise price denominated in the currency of a market in which a substantial portion of the entity's equity securities trades should not be considered to contain a condition that is not a market, performance, or service condition. Therefore, such an award should not be classified as a liability if it otherwise qualifies as equity. ASU 2010-13 is effective for fiscal years, and interim periods within those fiscal years, beginning on or after December 15, 2010, with early adoption permitted. The adoption of this standard did not have any impact on the Company's consolidated financial statements.

In April 2010, the FASB issued ASU No. 2010-17, *Revenue Recognition—Milestone Method* (Topic 605): Milestone Method of Revenue Recognition, or ASU 2010-17. ASU 2010-17 allows the milestone method as an acceptable revenue recognition methodology when an arrangement includes substantive milestones. ASU 2010-17 provides a definition of substantive milestone, and should be applied regardless of whether the arrangement includes single or multiple deliverables or units of accounting. ASU 2010-17 is limited to transactions involving milestones relating to research and development deliverables. ASU 2010-17 also includes enhanced disclosure requirements about each arrangement, individual milestones and related contingent consideration, information about substantive milestones, and factors considered in the determination. ASU 2010-17 is effective on a prospective basis for milestones achieved in fiscal years, and interim periods within those years, beginning on or after June 15, 2010, with early adoption permitted. The adoption of this standard did not have any impact on the Company's consolidated financial statements.

In March 2010, the FASB issued ASU No. 2010-11, *Derivatives and Hedging* (ASC Topic 815): Scope Exception Related to Credit Derivatives, or ASU 2010-11. ASU 2010-11 clarifies that embedded credit-derivative features related only to the transfer of credit risk in the form of subordination of one financial instrument to another are not subject to potential bifurcation and separate accounting. ASU 2010-11 also provides guidance on whether embedded credit-derivative features in financial instruments issued by structures such as collateralized debt obligations are subject to bifurcations and separate accounting. ASU 2010-11 is effective at the beginning of a company's first fiscal quarter beginning after June 15, 2010, with early adoption permitted. The adoption of this guidance did not have any impact on the Company's consolidated financial statements.

Recently Issued Accounting Standards

In June 2011, the Financial Accounting Standards Board ("FASB") issued ASU No. 2011-05, *Comprehensive Income* (Topic 220): Presentation of Comprehensive Income, or ASU 2011-05. The amendments in this ASU require an entity to present the total of comprehensive income, the components of net income, and the components of other comprehensive income either in a single continuous statement of comprehensive income or in two separate but consecutive statements. ASU 2011-05 eliminates the option to present the components of other comprehensive income as part of the statement of equity. ASU 2011-05 is effective for fiscal years, and interim periods within those fiscal years, beginning on or after December 15, 2011, with early adoption permitted. The Company does not expect the adoption of ASU 2011-05 to have a material impact on its consolidated financial statements.

In December 2010, the FASB issued ASU 2010-29, *Business Combinations* (Topic 805): Disclosure of Supplementary Pro Forma Information for Business Combinations. This ASU reflects the decision reached in EITF Issue No. 10-G. The amendments in this ASU affect any public entity, as defined by Topic 805 Business Combinations, that enters into business combinations that are material on an individual or aggregate basis. The amendments in this ASU specify that if a public entity presents comparative financial statements, the entity should disclose revenue and earnings of the combined entity as though the business combination(s) that occurred during the current year had occurred as of the beginning of the comparable prior annual reporting period only. The amendments also expand the supplemental pro forma disclosures to include a description of the nature and amount of material, nonrecurring pro forma adjustments directly attributable to the business combination included in the reported pro forma revenue and earnings. The amendments are effective prospectively for business combinations for which the acquisition date is on or after the beginning of the first annual reporting period beginning on or after December 15, 2010. The Company does not expect the adoption of this ASU will have a material effect on its consolidated financial statements.

In December 2010, the FASB issued ASU No. 2010-28, *Intangibles—Goodwill and Other* (Topic 350): When to Perform Step 2 of the Goodwill Impairment Test for Reporting Units with Zero or Negative Carrying Amounts. This ASU reflects the decision reached in EITF Issue No. 10-A. The amendments in this ASU modify Step 1 of the goodwill impairment test for reporting units with zero or negative carrying amounts. For those reporting units, an entity is required to perform Step 2 of the goodwill impairment test if it is more likely than not that a goodwill impairment exists. In determining whether it is more likely than not that a goodwill impairment exists, an entity should consider whether there are any adverse qualitative factors indicating that an impairment may exist. The qualitative factors are consistent with the existing guidance and examples, which require that goodwill of a reporting unit be tested for impairment between annual tests if an event occurs or circumstances change that would more likely than not reduce the fair value of a reporting unit below its carrying amount. The amendments in this ASU are effective for fiscal years, and interim periods within those years, beginning after December 15, 2010. The Company does not expect the adoption of this ASU will have a material effect on its consolidated financial statements.

In July 2011, the FASB issued ASU 2011-07, *Healthcare Entities (Topic 954)*, which requires healthcare organizations that perform services for patients for which the ultimate collection of all or a portion of the amounts billed or billable cannot be determined at the time services are rendered to present all bad debt expense associated with patient service revenue as an offset to the patient service revenue line item in the statement of operations. The ASU also requires qualitative disclosures about the Company's policy for recognizing revenue and bad debt expense for patient service transactions and quantitative information about the effects of changes in the assessment of collectibility of patient service revenue. This ASU is effective for fiscal years beginning after December 15, 2011, and will be adopted by the Company in the first quarter of 2013. The Company is currently assessing the potential impact the adoption of this ASU will have on its consolidated results of operations and consolidated financial position.

NOTE B—NOTE RECEIVABLE

On November 13, 2010, the Company, through its subsidiary, Detroit Behavioral Institute, Inc., d/b/a Capstone Academy, a wholly owned subsidiary of the Company ("Capstone Academy"), purchased the rights under certain identified notes (the "Notes") held by Bank of America and secured by the property leased by Capstone Academy for $1,250,000. The Notes were in default at the time of the purchase and the Company has initiated foreclosure proceedings in the courts. The Notes were purchased using cash flow from operations. The Company has recorded the value of the Notes in other receivables, current of $1,124,240, in the accompanying consolidated financial statements. The Company believes the value of the Notes are fully recoverable based on the current value of the property securing the Notes.

NOTE C—OTHER EXPENSE

During the current fiscal year, the Company identified a failure with respect to prior year Average Deferral Percentage ("ADP") and Actual Contribution Percentage ("ACP") testing in the 401(k) plan. The Company does not consider this to be a material operational failure and is correcting by filing under the IRS' Employee Plans Compliance Resolution Program (Rev Proc 2008-50), with the assistance of counsel. During the fiscal year 2011, the Company determined that approximately $185,000 will be the non-voluntary contribution to the 401(k) plan required by the IRS in connection with this compliance failure and recorded this expense as other expense in the accompanying consolidated statements of income.

NOTE D—PROPERTY AND EQUIPMENT

Property and equipment is composed of the following:

	AS OF JUNE 30,	
	2011	2010
Land	$ 69,259	$ 69,259
Buildings	1,136,963	1,136,963
Furniture and equipment	4,285,785	3,913,670
Motor vehicles	173,492	152,964
Leasehold improvements	5,020,183	4,332,770
	10,685,682	9,605,626
Less accumulated depreciation and amortization	5,972,550	5,078,250
Property and equipment, net	$ 4,713,132	$ 4,527,376

Total depreciation and amortization expenses related to property and equipment were $895,650 and $907,746 for the fiscal years ended June 30, 2011 and 2010, respectively.

NOTE E—GOODWILL AND OTHER INTANGIBLE ASSETS:

Goodwill and other intangible assets are initially created as a result of business combinations or acquisitions. Critical estimates and assumptions used in the initial valuation of goodwill and other intangible assets include, but are not limited to: (i) future expected cash flows from services to be provided, customer contracts and relationships, and (ii) the acquired market position. These estimates and assumptions may be incomplete or inaccurate because unanticipated events and circumstances may occur. If estimates and assumptions used to initially value goodwill and intangible assets prove to be inaccurate, ongoing reviews of the carrying values of such goodwill and intangible assets may indicate impairment which will require the Company to record an impairment charge in the period in which the Company identifies the impairment.

ASC 350, “Goodwill and Other Intangible Assets” requires, among other things, that companies not amortize goodwill, but instead test goodwill for impairment at least annually. In addition, ASC 350 requires that the Company identify reporting units for the purpose of assessing potential future impairments of goodwill, reassess the useful lives of other existing recognized intangible assets, and cease amortization of intangible assets with an indefinite useful life.

The Company’s goodwill of $969,098 relating to the treatment services reporting unit of the Company was evaluated under ASC 350 as of June 30, 2011. As a result of the evaluation, the Company determined that no impairment exists related to the goodwill associated with the treatment services reporting unit. The Company will continue to test goodwill for impairment, at least annually, in accordance with the guidelines of ASC 350. There were no changes to the goodwill balance during fiscal 2011 or 2010.

NOTE F—OTHER ASSETS

Included in other assets are investments in unconsolidated subsidiaries. As of June 30, 2011, this includes the Company’s investment in Seven Hills Psych Center, LLC of $302,244 (this LLC holds the assets of the Seven Hills Hospital which is being leased by a subsidiary of the Company) and the Company’s investment in Behavioral Health Partners, LLC, of $687,972 (this LLC holds the assets of an out-patient clinic which is being leased by PHC of Nevada, Inc, the Company’s outpatient operations in Las Vegas, Nevada).

The following table lists amounts included in other assets, net of any accumulated amortization:

DESCRIPTION	AS OF JUNE 30, 2011	2010
Software development & license fees	$ 790,225	$ 947,358
Investment in unconsolidated subsidiary	990,216	1,037,331
Deposits and other assets	188,221	200,060
Total	$ 1,968,662	$ 2,184,749

Total accumulated amortization of software license fees was $1,016,291 and $806,962 as of June 30, 2011 and 2010, respectively. Total amortization expense related to software license fees was $209,599 and $248,823 for the fiscal years ended June 30, 2011 and 2010, respectively.

The following is a summary of expected amortization expense of software licensure fees for the succeeding fiscal years and thereafter as of June 30, 2011:

YEAR ENDING JUNE 30,	AMOUNT
2012	$ 183,943
2013	172,389
2014	169,327
2015	48,274
2016	2,322
Thereafter	213,970
	$ 790,225

NOTE G—NOTES PAYABLE AND LONG-TERM DEBT

Notes payable and long-term debt is summarized as follows:

	AS OF JUNE 30,	
	2011	2010
Term mortgage note payable with monthly principal installments of $50,000 beginning July 1, 2007 increasing to $62,500 July 1, 2009 until the loan terminates. The note bears interest at prime (3.25% at June 30, 2011) plus 0.75% but not less than 6.25% and is collateralized by all of the assets of the Company and its material subsidiaries	$ 297,500	$ 935,000
Mortgage note due in monthly installments of $4,850 including interest at 9% through July 1, 2012, when the remaining principal balance is payable, collateralized by a first mortgage on the PHC of Virginia, Inc, Mount Regis Center facility	107,283	153,526
Total	404,783	1,088,526
Less current maturities	348,081	796,244
Long-term portion	$ 56,702	$ 292,282

Maturities of notes payable and long-term debt are as follows as of June 30, 2011:

YEAR ENDING JUNE 30,	AMOUNT
2012	$ 348,081
2013	56,702
	$ 404,783

The Company's amended revolving credit note allows the Company to borrow a maximum of $3,500,000. The outstanding balance on this note was $1,814,877 and $1,336,025 at June 30, 2011 and 2010, respectively. This agreement was amended on June 13, 2007 to modify the terms of the agreement. Advances are available based on a percentage of accounts receivable and the payment of principal is payable upon receipt of proceeds of the accounts receivable. Interest is payable monthly at prime (3.25% at June 30, 2011) plus 0.25%, but not less than 4.75%. The average interest rate paid during the fiscal year ended June 30, 2011 was 7.56%, which includes the amortization of deferred financing costs related to the initial financing. The amended term of the agreement is for two years, renewable for two additional one year terms. The Agreement was automatically renewed June 13, 2010 to effect the term through June 13, 2011. This agreement was not renewed. On July 1, 2011, in connection with the Company's purchase of MeadowWood Behavioral Health (See Note P), all of the Company's outstanding long-term debt and revolving credit facility were repaid. The revolving credit note is collateralized by substantially all of the assets of the Company's subsidiaries and guaranteed by PHC.

As of June 30, 2011, the Company was in compliance with all of its financial covenants under the revolving line of credit note. These covenants include only a debt coverage ratio and a minimum EBITDA.

NOTE H—CAPITAL LEASE OBLIGATION

At June 30, 2011, the Company was obligated under various capital leases for equipment providing for aggregate monthly payments of approximately $7,157 and terms expiring through June 2014.

The carrying value of assets under capital leases included in property and equipment and other assets are as follows:

	JUNE 30,	
	2011	2010
Equipment and software	$ 321,348	$ 338,936
Less accumulated amortization and depreciation	(183,627)	(153,774)
	$ 137,721	$ 185,162

Amortization and depreciation expense related to these assets for the years ended June 30, 2011 and 2010 was $45,906 and $48,977 respectively.

The remaining balance of the Company's obligations under capital lease of $19,558 is due in fiscal 2012.

NOTE I—ACCRUED EXPENSES AND OTHER LIABILITIES

Accrued expenses and other long-term liabilities consist of the following:

	JUNE 30,	
	2011	2010
Accrued contract expenses	$ 702,054	$ 503,636
Accrued legal and accounting	1,127,623	313,313
Accrued operating expenses	1,251,601	806,491
Total	3,081,278	1,623,440
Less long-term accrued expenses	843,296	582,953
Accrued expenses current	$ 2,237,982	$ 1,040,487

Other long-term liabilities includes the long-term portion of rent obligations associated with the Company's leases at certain locations.

NOTE J—INCOME TAXES

The Company has the following deferred tax assets included in the accompanying balance sheets:

	YEARS ENDED JUNE 30,	
	2011	2010
Deferred tax asset:		
Stock based compensation	$ 37,800	$ 33,382
Allowance for doubtful accounts	1,918,939	1,140,871
Transaction costs	193,791	—
Depreciation	24,827	446,825
Difference between book and tax bases of intangible assets	391,325	855,786
Credits	—	210,186
Operating loss carryforward	—	99,068
Other	496	4,871
Gross deferred tax asset	$ 2,567,178	$ 2,790,989
Less valuation allowance	—	(150,103)
Net deferred tax asset	$ 2,567,178	$ 2,640,886

These amounts are shown on the accompanying consolidated balance sheets as follows:

	YEARS ENDED JUNE 30,	
	2011	2010
Net deferred tax asset:		
Current portion	$ 1,919,435	$ 1,145,742
Long-term portion	647,743	1,495,144
	$ 2,567,178	$ 2,640,886

As of June 30, 2011, the Company believes that all deferred tax assets are more likely than not to be realized.

The components of the income tax provision (benefit) for the years ended June 30, 2011 and 2010 are as follows:

	2011	2010
Current		
Federal	$ 772,611	$ 313,232
State	561,617	607,775
	1,334,228	921,007
Deferred		
Federal	(62,768)	330,222
State	136,476	(145,129)
	73,708	185,093
Income tax provision	$ 1,407,936	$ 1,106,100

A reconciliation of the federal statutory rate to the Company's effective tax rate for the years ended June 30, 2011 and 2010 is as follows:

	2011	2010
Income tax provision at federal statutory rate	34.0%	34.0%
Increase (decrease) in tax resulting from:		
State tax provision, net of federal benefit	23.16	11.77
Non-deductible expenses	1.93	3.65
Transaction costs	18.77	0.00
Change in valuation allowance	(7.55)	0.35
Prior year refunds	(0.62)	(8.49)
Other, net	1.11	2.49
Effective income tax rate	70.80%	43.77%

During fiscal 2011, the Company incurred approximately $1,607,700 of transaction costs associated with the MeadowWood acquisition and the Acadia merger (See Note P). The Company has disallowed these costs for tax purposes.

The Company adopted certain provisions of ASC 740 "Income Taxes" on July 1, 2007 as it relates to uncertain tax positions. As a result of the implementation of ASC 740, the Company recognized no material adjustment in the liability for unrecognized tax benefits.

The Company recognizes interest and penalties related to uncertain tax positions in general and administrative expense. As of June 30, 2011, the Company has not recorded any provisions for uncertain tax positions or for accrued interest and penalties related to uncertain tax positions.

Tax years 2006-2010 remain open to examination by the major taxing authorities to which the Company is subject.

NOTE K—COMMITMENTS AND CONTINGENT LIABILITIES

Operating leases:

The Company leases office and treatment facilities, furniture and equipment under operating leases expiring on various dates through June 2019. Rent expense for the years ended June 30, 2011 and 2010 was $3,449,016 and $3,650,278, respectively. Rent expense includes certain short-term rentals. Minimum future rental payments under non-cancelable operating leases, having remaining terms in excess of one year as of June 30, 2011 are as follows:

YEAR ENDING JUNE 30,	AMOUNT
2012	$ 3,480,838
2013	3,066,926
2014	2,831,549
2015	2,533,014
2016	2,379,368
Thereafter	5,279,168
	$ 19,570,863

Litigation:

During the current fiscal year, the Michigan Court of Appeals upheld an appeal involving the company and a terminated employee requiring the Company to pay $446,320, which included accrued interest, to the terminated employee to satisfy this judgment. This amount is shown as a legal settlement expense in the accompanying statements of income for the year ended June 30, 2011.

On June 2, 2011, a putative stockholder class action lawsuit was filed in Massachusetts state court, MAZ Partners LP v. Bruce A. Shear, et al., C.A. No. 11-1041, against the Company, the members of the Company's board of directors, and Acadia Healthcare Company, Inc. The MAZ Partners complaint asserts that the members of the Company's board of directors breached their fiduciary duties by causing the Company to enter into the merger agreement and further asserts that Acadia aided and abetted those alleged breaches of fiduciary duty. Specifically, the MAZ Partners complaint alleged that the process by which the merger agreement was entered into was unfair and that the agreement itself is unfair in that, according to the plaintiff, the compensation to be paid to the Company's Class A shareholders is inadequate, particularly in light of the proposed cash payment to be paid to Class B shareholders and the anticipated pre-closing payment of a dividend to Arcadia shareholders and the anticipated level of debt to be held by the merged entity. The complaint sought, among other relief, an order enjoining the consummation of the merger and rescinding the merger agreement.

On June 13, 2011, a second lawsuit was filed in federal district court in Massachusetts, Blakeslee v. PHC, Inc., et al., No. 11-cv-11049, making essentially the same allegations against the same defendants. On June 21, 2011, the Company removed the MAZ Partners case to federal court (11-cv-11099). On July 7, 2011, the parties to the MAZ Partners case moved to consolidate that action with the Blakeslee case and asked the court to approve a schedule for discovery and a potential hearing on plaintiff's motion for a preliminary injunction.

On August 11, 2011, the plaintiffs in the MAZ Partners case filed an amended class action complaint. Like the original complaint, the amended complaint asserts claims of breach of fiduciary duty against the Company, members of the Company's board of directors, and claims of aiding and abetting those alleged breaches of fiduciary duty against Acadia. The amended complaint alleges that both the merger process and the provisions of the merger are unfair, that the directors and executive officers of the Company have conflicts of interests with regard to the merger, that the dividend to be paid to Acadia shareholders is inappropriate, that a special committee or independent director should have been appointed to represent the interest of the Class A shareholders, that the merger consideration is grossly inadequate and the exchange ratio is unfair, and that the preliminary proxy filed by the Company contains material misstatements and omissions. The amended complaint also seeks, among other things, an order enjoining the consummation of the merger and rescinding the merger agreement.

PHC and Acadia believe the claims are without merit and intend to defend against them vigorously. PHC and Acadia have recently filed motions to dismiss in each case. Regardless of the disposition of the motions to dismiss, PHC and Acadia do not anticipate the outcome to have a material impact on the progress of the merger.

Additionally, the Company is subject to various claims and legal action that arise in the ordinary course of business. In the opinion of management, the Company is not currently a party to any proceeding that would have a material adverse effect on its financial condition or results of operations.

NOTE L—STOCKHOLDERS' EQUITY AND STOCK PLANS

Preferred Stock

The Board of Directors is authorized, without further action of the shareholders, to issue up to 1,000,000 shares in one or more classes or series and to determine, with respect to any series so established, the

preferences, voting powers, qualifications and special or relative rights of the established class or series, which rights may be in preference to the rights of common stock. No shares of the Company's preferred stock are currently issued.

Common Stock

The Company has authorized two classes of common stock, the Class A Common Stock and the Class B Common Stock. Subject to preferential rights in favor of the holders of the Preferred Stock, the holders of the common stock are entitled to dividends when, as and if declared by the Company's Board of Directors. Holders of the Class A Common Stock and the Class B Common Stock are entitled to share equally in such dividends, except that stock dividends (which shall be at the same rate) shall be payable only in Class A Common Stock to holders of Class A Common Stock and only in Class B Common Stock to holders of Class B Common Stock.

Class A Common Stock

The Class A Common Stock is entitled to one vote per share with respect to all matters on which shareholders are entitled to vote, except as otherwise required by law and except that the holders of the Class A Common Stock are entitled to elect two members to the Company's Board of Directors.

The Class A Common Stock is non-redeemable and non-convertible and has no pre-emptive rights.

All of the outstanding shares of Class A Common Stock are fully paid and nonassessable.

Class B Common Stock

The Class B Common Stock is entitled to five votes per share with respect to all matters on which shareholders are entitled to vote, except as otherwise required by law and except that the holders of the Class A Common Stock are entitled to elect two members to the Company's Board of Directors. The holders of the Class B Common Stock are entitled to elect all of the remaining members of the Board of Directors.

The Class B Common Stock is non-redeemable and has no pre-emptive rights.

Each share of Class B Common Stock is convertible, at the option of its holder, into a share of Class A Common Stock. In addition, each share of Class B Common Stock is automatically convertible into one fully-paid and non-assessable share of Class A Common Stock (i) upon its sale, gift or transfer to a person who is not an affiliate of the initial holder thereof or (ii) if transferred to such an affiliate, upon its subsequent sale, gift or other transfer to a person who is not an affiliate of the initial holder. Shares of Class B Common Stock that are converted into Class A Common Stock will be retired and cancelled and shall not be reissued.

All of the outstanding shares of Class B Common Stock are fully paid and nonassessable.

Stock Plans

The Company has three active stock plans: a stock option plan, an employee stock purchase plan and a non-employee directors' stock option plan, and three expired plans, the 1993 Employee and Directors Stock Option plan, the 1995 Non-employee Directors' stock option plan and the 1995 Employee Stock Purchase Plan.

The stock option plan, dated December 2003 and expiring in December 2013, as amended in October 2007, provides for the issuance of a maximum of 1,900,000 shares of Class A Common Stock of the Company pursuant to the grant of incentive stock options to employees or nonqualified stock options to employees, directors, consultants and others whose efforts are important to the success of the Company. Subject to the provisions of this plan, the compensation committee of the Board of Directors has the authority to select the

optionees and determine the terms of the options including: (i) the number of shares, (ii) option exercise terms, (iii) the exercise or purchase price (which in the case of an incentive stock option will not be less than the market price of the Class A Common Stock as of the date of grant), (iv) type and duration of transfer or other restrictions and (v) the time and form of payment for restricted stock upon exercise of options. As of June 30, 2011, 1,714,500 options were granted under this plan, of which 754,563 expired leaving 940,063 options available for grant under this plan.

On October 18, 1995, the Board of Directors voted to provide employees who work in excess of 20 hours per week and more than five months per year rights to elect to participate in an Employee Stock Purchase Plan (the "Plan"), which became effective February 1, 1996. The price per share shall be the lesser of 85% of the average of the bid and ask price on the first day of the plan period or the last day of the plan period to encourage stock ownership by all eligible employees. The plan was amended on December 19, 2001 and December 19, 2002 to allow for a total of 500,000 shares of Class A Common Stock to be issued under the plan. Before its expiration on October 18, 2005, 157,034 shares were issued under the plan. On January 31, 2006 the stockholders approved a replacement Employee Stock Purchase Plan to replace the 1995 plan. A maximum of 500,000 shares may be issued under the January 2006 plan (the "2006 Plan"). The new plan is identical to the old plan and expires on January 31, 2016. As of June 30, 2011, 71,936 shares have been issued under this plan. During fiscal 2008, the Board of Directors authorized a new offering for a six month contribution term instead of the former one year term. At June 30, 2011, there were 428,064 shares available for issue under the 2006 Plan.

The non-employee directors' stock option plan provides for the grant of non-statutory stock options automatically at the time of each annual meeting of the Board. Under this plan, a maximum of 950,000 shares may be issued. Each outside director is granted an option to purchase 20,000 shares of Class A Common Stock annually at fair market value on the date of grant, vesting 25% immediately and 25% on each of the first three anniversaries of the grant and expiring ten years from the grant date. As of June 30, 2011, a total of 420,000 options were issued under the plan and there were 530,000 options available for grant under this plan.

The Company had the following activity in its stock option plans for fiscal 2011 and 2010:

	NUMBER OF SHARES	WEIGHTED-AVERAGE EXERCISE PRICE	WEIGHTED-AVERAGE REMAINING CONTRACTUAL TERM	AGGREGATE INTRINSIC VALUE
Outstanding balance—June 30, 2009	1,544,250	$ 1.98		
Granted	235,000	1.09		
Exercised	(2,000)	0.81		$ 680
Expired	(218,750)	1.70		
Outstanding balance—June 30, 2010	1,558,500	1.89		
Granted	112,000	1.65		
Exercised	(95,000)	1.09		$ 98,560
Expired	(288,250)	2.32		
Outstanding balance—June 30, 2011	1,287,250	1.83	3.83 years	$ 1,887,125
Exercisable at June 30, 2011	1,034,186	1.96	3.29 years	$ 1,388,225
Exercisable at June 30, 2010	1,189,372	$ 2.01	3.02 years	$ 58,773

In addition to the outstanding options under the Company's stock plans, the Company has the following warrants outstanding at June 30, 2011:

DATE OF ISSUANCE	DESCRIPTION	NUMBER OF SHARES	EXERCISE PRICE PER SHARE	EXPIRATION DATE
06/13/2007	Warrants issued in conjunction with long-term debt transaction, $456,880 recorded as deferred financing costs	250,000	$ 3.09	June 2017
09/01/2007	Warrants issued for consulting services $7,400 charged to professional fees	6,000	$ 3.50	Sept 2012
10/01/2007	Warrants issued for consulting services $6,268 charged to professional fees	6,000	$ 3.50	Oct 2012
11/01/2007	Warrants issued for consulting services $6,013 charged to professional fees	6,000	$ 3.50	Nov 2012
12/01/2007	Warrants issued for consulting services $6,216 charged to professional fees	6,000	$ 3.50	Dec 2012
01/01/2008	Warrants issued for consulting services $7,048 charged to professional fees	6,000	$ 3.50	Jan 2013
02/01/2008	Warrants issued for consulting services $5,222 charged to professional fees	6,000	$ 3.50	Feb 2013
03/01/2008	Warrants issued for consulting services $6,216 charged to professional fees	6,000	$ 3.50	Mar 2013
04/01/2008	Warrants issued for consulting services $5,931 charged to professional fees	6,000	$ 3.50	Apr 2013
05/01/2008	Warrants issued for consulting services $6,420 charged to professional fees	6,000	$ 3.50	May 2013
06/01/2008	Warrants issued for consulting services $6,215 charged to professional fees	6,000	$ 3.50	June 2013
07/01/2008	Warrants issued for consulting services $5,458 charged to professional fees	6,000	$ 3.50	Jul 2013
08/01/2008	Warrants issued for consulting services $4,914 charged to professional fees	6,000	$ 3.50	Aug 2013
09/01/2008	Warrants issued for consulting services $5,776 charged to professional fees	6,000	$ 3.50	Sep 2013
10/01/2008	Warrants issued for consulting services $2,603 charged to professional fees	3,000	$ 3.50	Oct 2013
11/01/2008	Warrants issued for consulting services $1,772 charged to professional fees	3,000	$ 3.50	Nov 2013
12/01/2008	Warrants issued for consulting services $780 charged to professional fees	3,000	$ 3.50	Dec 2013
01/01/2009	Warrants issued for consulting services $725 charged to professional fees	3,000	$ 3.50	Jan 2014
02/01/2009	Warrants issued for consulting services $639 charged to professional fees	3,000	$ 3.50	Feb 2014
08/16/2010	Warrants issued for consulting services $11,626 charged to professional fees	20,000	$ 1.24	Aug 2013

The Company had the following warrant activity during fiscal 2011 and 2010:

Outstanding balance—June 30, 2009	343,000
Warrants issued	—
Exercised	—
Expired	—
Outstanding balance—June 30, 2010	343,000
Warrants issued	20,000
Exercised	—
Expired	—
Outstanding balance—June 30, 2011	363,000

During fiscal 2011, the Company issued warrants to purchase 20,000 shares of Class A common stock as part of a consulting agreement for marketing services. The fair value of these warrants of $11,626 was recorded as professional fees when each warrant was issued as reflected in the table above. No warrants were issued in fiscal 2010.

During the fiscal year ended June 30, 2011, the Company acquired 173,495 shares of Class A common stock for $215,327 under Board approved plans.

NOTE M—BUSINESS SEGMENT INFORMATION

	BEHAVIORAL HEALTH TREATMENT SERVICES	CONTRACT SERVICES	ADMINISTRATIVE SERVICES	ELIMINATIONS	TOTAL
For the year ended June 30, 2011					
Revenues—external customers	$ 57,495,735	$4,512,144	$ —	$ —	$62,007,879
Revenues—intersegment	4,175,005	—	5,193,356	(9,368,361)	—
Segment net income (loss)	7,392,658	915,754	(7,728,407)	—	580,005
Total assets	19,523,739	1,250,903	7,507,348	—	28,281,990
Capital expenditures	852,359	215,089	14,362	—	1,081,810
Depreciation & amortization	856,220	92,615	156,413	—	1,105,248
Goodwill	969,098	—	—	—	969,098
Interest expense	155,926	—	154,747	—	310,673
Net income (loss) from equity method investments	7,340	—	18,524	—	25,864
Equity from equity method investments	72,980	—	—	—	72,980
Income tax expense	—	—	1,407,936	—	1,407,936

	BEHAVIORAL HEALTH TREATMENT SERVICES	CONTRACT SERVICES	ADMINISTRATIVE SERVICES	ELIMINATIONS	TOTAL
For the year ended June 30, 2010					
Revenues—external customers	$ 49,647,395	$3,429,831	$ —	$ —	$53,077,226
Revenues—intersegment	4,002,558	—	4,999,992	(9,002,550)	—
Segment net income (loss)	6,607,215	465,297	(5,652,850)	—	1,419,662
Total assets	16,214,982	630,558	8,804,430	—	25,649,970
Capital expenditures	630,867	19,128	101,848	—	751,843
Depreciation & amortization	827,811	79,835	248,923	—	1,156,569
Goodwill	969,098	—	—	—	969,098
Interest expense	161,065	—	165,517	—	326,582
Net income (loss) from equity method investments	4,484	—	13,078	—	17,562
Equity from equity method investments	33,528	—	—	—	33,528
Income tax expense	—	—	1,106,100	—	1,106,100

All revenues from contract services provided for the treatment services segment and treatment services provided to other facilities included in the treatment services segment are eliminated in the consolidation and shown on the table above under the heading “Revenues intersegment”.

NOTE N—QUARTERLY INFORMATION (Unaudited)

The following presents selected quarterly financial data for each of the quarters in the years ended June 30, 2011 and 2010.

2011	1ST QUARTER	2ND QUARTER	3RD QUARTER	4TH QUARTER
Revenue	$ 15,071,420	$ 14,631,938	$ 15,455,635	$ 16,848,886
Income (loss) from operations	1,236,392	728,522	529,882	(398,473)
Provision for income taxes	557,027	251,270	299,266	300,373
Net income (loss) available to common shareholders	678,615	502,986	64,525	(666,121)*
Basic net income per common share	$ 0.03	$ 0.03	—	$ (0.03)
Basic weighted average number of shares outstanding	19,532,095	19,462,818	19,500,873	19,524,104
Fully diluted net income per common share	$ 0.03	$ 0.03	—	$ (0.03)
Fully diluted weighted average number of shares outstanding	19,603,138	19,593,689	19,872,067	19,524,104

* During the quarter ended June 30, 2011, the Company incurred approximately $1,607,700 of transaction costs associated with the MeadowWood acquisition and Acadia merger (See Note P).

2010	1ST QUARTER	2ND QUARTER	3RD QUARTER	4TH QUARTER
Revenue	$ 12,647,428	$ 12,864,563	$ 13,532,174	$ 14,033,061
Income from operations	355,898	513,705	781,440	921,704
Provision for income taxes	133,431	248,619	289,031	435,019
Net income available to common shareholders	223,604	288,239	469,172	438,647
Basic net income per common share	0.01	0.01	0.02	0.02
Basic weighted average number of shares outstanding	19,997,549	19,800,509	19,762,241	19,692,391
Fully diluted net income per common share	0.01	0.01	0.02	0.02
Fully diluted weighted average number of shares outstanding	20,141,989	19,855,419	19,861,449	19,766,855

NOTE O—EMPLOYEE RETIREMENT PLAN

The PHC 401 (k) RETIREMENT SAVINGS PLAN (the "401(k) Plan") is a qualified defined contribution plan in accordance with Section 401(k) of the Internal Revenue Code (the "code"). All eligible employees over the age of 21 may begin contributing on the first day of the month following their completion of two full months of employment or any time thereafter. Eligible employees can make pretax contributions up to the maximum allowable by Code Section 401(k). The Company may make matching contributions equal to a discretionary percentage of the employee's salary reductions, to be determined by the Company. During the years ended June 30, 2011 and 2010 the Company made no matching contributions.

NOTE P—SUBSEQUENT EVENTS

MeadowWood Acquisition

On July 1, 2011, the Company completed the acquisition of MeadowWood Behavioral Health, a behavioral health facility located in New Castle, Delaware ("MeadowWood") from Universal Health Services, Inc. (the "Seller") pursuant to the terms of an Asset Purchase Agreement, dated as of March 15, 2011, between the Company and the Seller (the "Purchase Agreement"). In accordance with the Purchase Agreement, PHC MeadowWood, Inc., a Delaware corporation and subsidiary of the Company ("PHC MeadowWood") acquired substantially all of the operating assets (other than cash) and assumed certain liabilities associated with MeadowWood. The purchase price was $21,500,000, and is subject to a working capital adjustment. At closing, PHC MeadowWood hired Seller's employees currently employed at MeadowWood and assumed certain obligations with respect to those transferred employees. Also at closing, PHC MeadowWood and the Seller entered into a transition services agreement to facilitate the transition of the business.

The assets acquired and liabilities assumed will be recorded based on their relative fair values as of the closing date of the MeadowWood acquisition. The estimated purchase price and fair values of assets acquired and liabilities assumed are as follows:

Calculation of purchase price:

Cash purchase price (subject to adjustment)	$ 21,500,000
Accounts Receivables (net)	$ 1,796,781
Prepaid expenses and other current assets	97,134
Land	1,420,000
Building and Improvements	7,700,300
Furniture and Equipment	553,763
Licenses	700,000
Goodwill	9,541,046
Accounts Payable	(157,484)
Accrued expenses and other current liabilities	(151,540)
	$ 21,500,000

The fair values of assets acquired and liabilities assumed are based on management's best preliminary estimates. The actual fair values of assets acquired and liabilities assumed may differ from those reflected.

The following presents the pro forma net income and net income per common share for the years ended June 30, 2011 and 2010 of the Company's acquisition of MeadowWood assuming the acquisition occurred as of July 1, 2009.

	YEAR ENDED JUNE 30, (UNAUDITED)	
	2011	2010
Revenues	$ 76,621,243	$ 66,820,062
Net income	$ 1,019,112	$ 2,104,228
Net income per common share	$ 0.05	$ 0.11
Fully diluted weighted average shares outstanding	19,787,461	19,914,954

This unaudited pro forma condensed combined financial information is not necessarily indicative of the results of operations that would have been achieved had the acquisition actually taken place at the dates indicated and do not purport to be indicative of future position or operating results.

Also on July 1, 2011 (the "Closing Date"), and concurrently with the closing under the Purchase Agreement, the Company and its subsidiaries entered into a Credit Agreement with the lenders party thereto (the "Lenders"), Jefferies Finance LLC, as administrative agent, arranger, book manager, collateral agent, and documentation agent for the Lenders, and as syndication agent and swingline lender, and Jefferies Group, Inc., as issuing bank (the "Credit Agreement"). The terms of the Credit Agreement provide for (i) a $23,500,000 senior secured term loan facility (the "Term Loan Facility") and (ii) up to $3,000,000 senior secured revolving credit facility (the "Revolving Credit Facility"), both of which were fully borrowed on the Closing Date in order to finance the MeadowWood purchase, to pay off the Company's existing loan facility with CapitalSource Finance LLC, for miscellaneous costs, fees and expenses related to the Credit Agreement and the MeadowWood purchase, and for general working capital purposes.

The Term Loan Facility and Revolving Credit Facility mature on July 1, 2014, and 0.25% of the principal amount of the Term Loan Facility will be required to be repaid each quarter during the term. The Company's current and future subsidiaries are required to jointly and severally guarantee the Company's obligations under the Credit Agreement, and the Company and its subsidiaries' obligations under the Credit Agreement are secured by substantially all of their assets.

Acadia Merger

In addition, on May 23, 2011, the Company entered into an Agreement and Plan of Merger (the "Merger Agreement") with Acadia Healthcare Company, Inc., a Delaware corporation ("Acadia"), and Acadia Merger Sub, LLC, a Delaware limited liability company and wholly-owned subsidiary of Acadia ("Merger Sub"), pursuant to which, subject to the satisfaction or waiver of the conditions therein, the Company will merge with and into Merger Sub, with Merger Sub continuing as the surviving company (the "Merger"). Upon the completion of the Merger, Acadia stockholders will own approximately 77.5% of the combined company and PHC's stockholders will own approximately 22.5% of the combined company. The Merger is intended to qualify for federal income tax purposes as a reorganization under the provisions of Section 368 of the Internal Revenue Code of 1986, as amended. Acadia operates a network of 19 behavioral health facilities with more than 1,700 beds in 13 states. (For additional information regarding this transaction, please see our report on Form 8-K, filed with the Securities and Exchange Commission on May 25, 2011 and our preliminary proxy statement filed with the Securities and Exchange Commission on July 13, 2011).

Subsequent to year end, in connection with the proposed transaction, Acadia filed with the SEC a registration statement that containing the proxy statement concurrently filed by PHC which will constitute an Acadia prospectus.

REPORT OF INDEPENDENT AUDITORS

The Parent of HHC Delaware, Inc.

We have audited the accompanying consolidated balance sheets of HHC Delaware, Inc. and Subsidiary (the Company) as of December 31, 2010 and December 31, 2009 (Predecessor), and the related consolidated statements of operations, invested equity (deficit), and cash flows for the period from November 16, 2010 to December 31, 2010 and for the period from January 1, 2010 to November 15, 2010 and the year ended December 31, 2009 (Predecessor periods). These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the auditing standards generally accepted in the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. We were not engaged to perform an audit of the Company's internal control over financial reporting. Our audits included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of HHC Delaware, Inc. and Subsidiary at December 31, 2010 and December 31, 2009 (Predecessor), and the consolidated results of operations and cash flows for the period from November 16, 2010 to December 31, 2010 and for the period from January 1, 2010 to November 15, 2010 and the year ended December 31, 2009 (Predecessor periods) in conformity with U.S. generally accepted accounting principles.

/s/ Ernst & Young LLP

Nashville, Tennessee
June 24, 2011, except for Note 8 as to which the date is August 18, 2011

HHC DELAWARE, INC. AND SUBSIDIARY

CONSOLIDATED BALANCE SHEETS

	DECEMBER 31, 2010	PREDECESSOR DECEMBER 31, 2009	JUNE 30, 2011 (Unaudited)
ASSETS			
Current assets:			
Cash and cash equivalents	$ 197,197	$ 240,642	$ 32,271
Accounts receivable, less allowance for doubtful accounts of $1,137,478 , $1,459,521 and $1,406,143 (unaudited), respectively	1,371,276	1,835,603	1,481,772
Third party settlements	505,988	795,151	315,009
Deferred tax assets	558,057	655,445	642,587
Other current assets	144,579	149,407	97,135
Total current assets	2,777,097	3,676,248	2,568,774
Property and equipment:			
Land	1,240,291	1,110,311	1,240,291
Buildings and improvements	6,899,017	6,253,181	7,104,910
Equipment	635,229	471,149	692,158
Construction in progress	248,507	237,316	147,528
Less accumulated depreciation	(903,869)	(595,965)	(1,077,096)
	8,119,175	7,475,992	8,107,791
Goodwill	18,629,020	11,221,124	18,677,584
Other assets	141,413	297,120	—
Total assets	$ 29,666,705	$ 22,670,484	$ 29,354,149
LIABILITIES AND INVESTED EQUITY (DEFICIT)			
Current liabilities:			
Accounts payable	$ 298,354	$ 286,813	$ 157,484
Salaries and benefits payable	398,571	360,090	634,970
Income taxes payable	193,975	45,357	419,915
Other accrued liabilities	81,050	47,442	36,570
Current portion of long-term debt	140,153	114,614	52,163
Total current liabilities	1,112,103	854,316	1,301,102
Long-term debt, less current portion	6,648,128	6,706,683	53,283
Deferred tax liability	902,248	712,055	953,476
Due to Parent	21,028,879	14,277,002	26,789,900
Total liabilities	29,691,358	22,550,056	29,097,761
Invested equity (deficit):			
Net investment by Parent	(24,653)	120,428	256,388
Total liabilities and invested equity (deficit)	$ 29,666,705	$ 22,670,484	$ 29,354,149

HHC DELAWARE, INC. AND SUBSIDIARY

CONSOLIDATED STATEMENTS OF OPERATIONS AND CHANGES IN INVESTED EQUITY (DEFICIT)

		PREDECESSOR			PREDECESSOR
	NOVEMBER 16, 2010 THROUGH DECEMBER 31, 2010	JANUARY 1, 2010 THROUGH NOVEMBER 15, 2010	YEAR ENDED DECEMBER 31, 2009	SIX MONTHS ENDED JUNE 30, 2011	SIX MONTHS ENDED JUNE 30, 2010
				(UNAUDITED)	
Revenue	$ 1,585,216	$ 12,715,648	$ 13,831,469	$ 7,540,989	$ 7,228,489
Operating expenses:					
Salaries, wages and employee benefits	1,074,916	7,775,193	8,359,494	4,746,244	4,420,813
Professional fees	121,295	770,315	914,722	454,048	433,722
Supplies	102,673	793,846	800,749	469,425	450,421
Rentals and leases	1,545	19,145	36,439	19,103	10,296
Other operating expenses	96,521	703,815	809,517	410,478	355,393
Provision for doubtful accounts	75,483	436,249	483,388	339,449	234,435
Depreciation and amortization	39,849	268,232	292,689	178,806	152,244
Management fees allocated by the Parent	47,556	382,427	464,429	226,230	221,538
Interest expense	66,579	456,509	533,391	223,546	261,400
Total operating expenses	1,626,417	11,605,731	12,694,818	7,067,329	6,540,262
Income (loss) before income taxes	(41,201)	1,109,917	1,136,651	473,680	688,227
Provision (benefit) for income taxes	(16,548)	452,747	462,058	192,639	280,730
Net income (loss)	(24,653)	657,170	674,593	281,041	407,497
Invested equity (deficit):					
Beginning of period	777,598	120,428	(554,165)	(24,653)	120,428
Elimination of predecessor invested equity	(777,598)	—	—	—	—
End of period	$ (24,653)	$ 777,598	$ 120,428	$ 256,388	$ 527,925

HHC DELAWARE, INC. AND SUBSIDIARY

CONSOLIDATED STATEMENTS OF CASH FLOWS

		PREDECESSOR			PREDECESSOR
	NOVEMBER 16, 2010 THROUGH DECEMBER 31, 2010	JANUARY 1, 2010 THROUGH NOVEMBER 15, 2010	YEAR ENDED DECEMBER 31, 2009	SIX MONTHS ENDED JUNE 30, 2011	SIX MONTHS ENDED JUNE 30, 2010
				(Unaudited)	
Operating activities:					
Net income (loss)	$ (24,653)	$ 657,170	$ 674,593	$ 281,041	$ 407,497
Adjustments to reconcile net income (loss) to net cash provided by continuing operating activities:					
Depreciation and amortization	39,849	268,232	292,689	178,806	152,244
Provision for bad debts	75,483	436,249	483,388	339,449	234,435
Deferred income taxes	(131,664)	419,245	416,701	(33,302)	192,763
Changes in operating assets and liabilities, net of effect of acquisitions:					
Accounts receivable	273,343	(320,748)	(460,881)	(449,945)	(263,246)
Third party settlements	(22,650)	311,813	(416,735)	190,979	347,419
Prepaid expenses and other current assets	35,402	(30,574)	(35,513)	47,444	47,950
Other assets	(13,185)	168,892	50,807	141,413	63,617
Accounts payable and accrued expenses	230,408	(218,867)	206,737	(140,870)	(187,760)
Income taxes payable	115,116	33,502	45,357	225,940	87,967
Salaries and benefits payable	(237,420)	275,901	(227,230)	236,399	271,923
Other current liabilities	43,363	(9,755)	(76,627)	(44,480)	(6,905)
Net cash provided by (used in) operating activities	383,392	1,991,060	953,286	972,874	1,347,904
Investing activities:					
Capital purchases of leasehold improvements and equipment	(310,380)	(564,760)	(374,729)	(167,422)	(382,472)
Net cash used in investing activities	(310,380)	(564,760)	(374,729)	(167,422)	(382,472)
Financing activities:					
Principal payments on long-term debt, including capital leases	(10,519)	(98,621)	(84,674)	(59,678)	(53,044)
Advances from (transfers to) Parent, net	6,098	(1,439,715)	(435,589)	(910,700)	(916,336)
Net cash provided by (used in) financing activities	(4,421)	(1,538,336)	(520,263)	(970,378)	(969,380)
Net (decrease) increase in cash	68,591	(112,036)	58,294	(164,926)	(3,948)
Cash and cash equivalents at beginning of period	128,606	240,642	182,348	197,197	240,642
Cash and cash equivalents at end of period	$ 197,197	$ 128,606	$ 240,642	$ 32,271	$ 236,694
Significant non-cash transaction:					
Payoff of mortgage loan by Parent	$ —	$ —	$ —	$ 6,623,158	$ —
Cash paid for interest	$ 47,153	$ 476,407	$ 533,873	$ 210,319	$ 244,840

1. Summary of Significant Accounting Policies

Description of Business

HHC Delaware, Inc. ("MeadowWood") is a wholly owned subsidiary of Universal Health Services, Inc. ("UHS") and operates a behavioral health care facility known as MeadowWood Behavioral Health System located at 575 South DuPont Highway, New Castle, Delaware. HHC Delaware, Inc. is the sole member of Delaware Investment Associates, LLC ("MeadowWood Real Estate"), which owns the real estate located at 575 South DuPont Highway, New Castle, Delaware. Collectively, MeadowWood and MeadowWood Real Estate are hereinafter referred to as the Company. On November 15, 2010, UHS completed the acquisition of Psychiatric Solutions, Inc. ("PSI"), the previous owner of the Company. References herein to the Parent refer to PSI for periods prior to the acquisition by UHS and refer to UHS for all post-acquisition periods.

Basis of Presentation

The accompanying consolidated financial statements have been prepared in accordance with U.S. generally accepted accounting principles ("GAAP"). The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the amounts reported in the consolidated financial statements and accompanying notes. Actual results could differ from those estimates. All significant intercompany balances and transactions have been eliminated in the consolidation of the Company.

Patient Service Revenue

Patient service revenue is recorded on the accrual basis in the period in which services are provided, at established billing rates less contractual adjustments. Contractual adjustments are recorded to state patient service revenue at the amount expected to be collected for the services provided based on amounts reimbursable by Medicare or Medicaid under provisions of cost or prospective reimbursement formulas or amounts due from other third-party payors at contractually determined rates. Approximately 30%, 27% and 19% of revenue for the period November 16, 2010 through December 31, 2010, and the predecessor periods of January 1, 2010 through November 15, 2010 and the year ended December 31, 2009, respectively, was obtained from providing services to patients participating in the Medicaid program. Approximately 41%, 40% and 44% of revenue for the period November 16, 2010 through December 31, 2010, and the predecessor periods of January 1, 2010 through November 15, 2010 and the year ended December 31, 2009, respectively, was obtained from providing services to patients participating in the Medicare program.

Settlements under cost reimbursement agreements with third-party payors are estimated and recorded in the period in which the related services are rendered and are adjusted in future periods as final settlements are determined. Final determination of amounts earned under the Medicare and Medicaid programs often occur in subsequent years because of audits by such programs, rights of appeal and the application of numerous technical provisions.

The Company provides care without charge to patients who are financially unable to pay for the health care services they receive. Because the Company does not pursue collection of amounts determined to qualify as charity care, these amounts are not reported as revenue. Charity care totaled $55,415, $194,121, and $177,570 for the period ended November 16, 2010 through December 31, 2010 and the predecessor periods January 1, 2010 through November 15, 2010 and the year ended December 31, 2009, respectively.

Cash and Cash Equivalents

The Parent established, for the Company, zero balancing depository, payables and payroll bank accounts which are swept or funded by the Parent. The Hospital's consolidated financial statement balance for these bank accounts generally represents deposits not yet swept to the Parent. See Note 2.

Accounts Receivable

Accounts receivable is comprised of patient service revenue and is recorded net of allowances for contractual discounts and estimated doubtful accounts. Such amounts are owed by various governmental agencies, insurance companies and private patients. Medicare comprised approximately 20% and 19% of accounts receivable at December 31, 2010 and 2009 (Predecessor), respectively. Medicaid comprised approximately 19% and 18% of accounts receivable at December 31, 2010 and 2009 (Predecessor), respectively. Concentration of credit risk from other payors is reduced by the large number of patients and payors.

Allowance for Doubtful Accounts

The ability to collect outstanding patient receivables from third party payors is critical to operating performance and cash flows. The primary collection risk with regard to patient receivables relates to uninsured patient accounts or patient accounts for which primary insurance has paid, but the portion owed by the patient remains outstanding. The Company estimates the allowance for doubtful accounts primarily based upon the age of the accounts since the patient discharge date. The Company continually monitors our accounts receivable balances and utilizes cash collection data to support our estimates of the provision for doubtful accounts. Significant changes in payor mix or business office operations could have a significant impact on our results of operations and cash flows.

Allowances for Contractual Discounts

The Medicare and Medicaid regulations are complex and various managed care contracts may include multiple reimbursement mechanisms for different types of services provided and cost settlement provisions requiring complex calculations and assumptions subject to interpretation. The Company estimates the allowance for contractual discounts on a payor-specific basis given our interpretation of the applicable regulations or contract terms. The services authorized and provided and related reimbursement are often subject to interpretation that could result in payments that differ from the Company's estimates. Additionally, updated regulations and contract renegotiations occur frequently necessitating continual review and assessment of the estimation process by the Company's management.

Income Taxes

The Company is included in the consolidated return of UHS and, through an agreement with the Parent, account for their share of the consolidated tax obligations using an "as if separate return" methodology. In that regard, the Company accounts for income taxes under the asset and liability method in accordance with FASB authoritative guidance regarding accounting for income taxes and its related uncertainty. This approach requires the recognition of deferred tax assets and liabilities for the expected future tax consequences of temporary differences between the carrying amounts and the tax bases of assets and liabilities. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply when the temporary differences are expected to reverse. The Company assesses the likelihood that deferred tax assets will be recovered from future taxable income to determine whether a valuation allowance should be established.

Property and Equipment

Property and equipment are stated at cost and depreciated using the straight-line method over the useful lives of the assets, which range from 25 to 40 years for buildings and improvements and 2 to 7 years for equipment. Leasehold improvements are amortized on a straight-line basis over the shorter of the lease term or estimated useful lives of the assets. Depreciation expense was $39,849, $268,232 and $292,689 for the period November 16, 2010 through December 31, 2010, the predecessor periods January 1, 2010 through November 15, 2010 and the year ended December 31, 2009, respectively. Depreciation expense includes the amortization of assets recorded under capital leases.

Other Assets

Other assets represent cash placed in escrow for the payment of property taxes as such amounts become due.

Costs in Excess of Net Assets Acquired (Goodwill)

The Company accounts for goodwill in accordance with Accounting Standards Codification ("ASC") 805, *Business Combinations*, and ASC 350, *Goodwill and Other Intangible Assets*. Goodwill is reviewed at least annually for impairment. Potential impairment exists if the Company's carrying value exceeds its fair value. If the Company identifies a potential impairment of goodwill, the implied fair value of goodwill is determined. If the carrying value of goodwill exceeds its implied fair value, an impairment loss is recorded. The Company noted no goodwill impairment for any periods presented in the accompanying consolidated financial statements.

During 2010, goodwill increased by approximately $7.4 million as a result of the acquisition of PSI (including the Company) by UHS effective November 15, 2010.

2. Due to Parent

Cash Management

Due to Parent balances represent the initial capitalization of the Company as well as the excess of funds transferred to or paid on behalf of the Company over funds transferred to the centralized cash management account of the Parent. Generally, this balance is increased by automatic transfers from the account to reimburse the Company's bank accounts for operating expenses and to pay the Company's debt, completed construction project additions, fees and services provided by the Parent, including information systems services and other operating expenses such as payroll, insurance, and income taxes. Generally, this balance is decreased through daily cash deposits by the Company to the centralized cash management account of the Parent. The following paragraphs more fully describe the methodology of allocating costs to the Company.

Management Fees

The Parent allocates its corporate office expenses (excluding interest, depreciation, taxes, and amortization) to its owned and leased facilities (including the Company) as management fees. These management fees are allocated based upon the proportion of an individual facility's total expenses to the total expenses of all owned and leased facilities in the aggregate. Management fees allocated to the Company for the period from November 16, 2010 to December 31, 2010, the predecessor periods from January 1, 2010 to November 15, 2010, and for the year ended December 31, 2009, were $47,556, $382,427, and $464,429,

respectively. Although management considers the allocation method to be reasonable, due to the relationship between the Company and its Parent, the terms of the allocation may not necessarily be indicative of that which would have resulted had the Company been an unrelated entity.

Information Technology Costs

Costs of information technology related to certain standard Parent sponsored information technology platforms are included in the management fee allocation.

General and Professional Liability Risks

The costs of general and professional liability coverage are allocated by the Parent's wholly-owned captive insurance subsidiary to the Company based on a percentage of revenue adjusted by a factor which considers the type of entity as well as historical loss experience. The general and professional liability expense allocated to the Company was $20,380, $136,587, and $146,614 for the period November 16, 2010 through December 31, 2010, and the predecessor periods January 1, 2010 through November 15, 2010 and the year ended December 31, 2009, respectively.

Workers' Compensation Risks

The Parent, on behalf of its affiliates, carries workers' compensation insurance from an unrelated commercial insurance carrier. The Parent's workers' compensation program is fully insured with a $500,000 deductible per accident. The cost of this program is allocated to all covered affiliates based on a percentage of anticipated payroll costs as adjusted for the state in which the affiliate is located. Such costs allocated to the Company totaled $15,378, $108,308 and $105,557 for the period November 16, 2010 through December 31, 2010, and the predecessor periods January 1, 2010 through November 15, 2010 and the year ended December 31, 2009, respectively.

3. Commitments and Contingencies

The Company is subject to various claims and legal actions which arise in the ordinary course of business. The Parent assumes the responsibility for all general and professional liability claims incurred and maintains the related liabilities; accordingly, no liability for general and professional claims is recorded on the accompanying consolidated balance sheet. The Company believes that the ultimate resolution of such matters will be adequately covered by insurance and will not have a material adverse effect on their financial position or results of operations.

The Parent's interest in the Company has been pledged as collateral for the Parent's borrowings under various credit agreements.

Current Operations

Final determination of amounts earned under prospective payment and cost-reimbursement arrangements is subject to review by appropriate governmental authorities or their agents. The Company believes adequate provision has been made for any adjustments that may result from such reviews.

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. The Company believes that it is in substantial compliance with all applicable laws and regulations

and is not aware of any material pending or threatened investigations involving allegations of potential wrongdoing. While no material regulatory inquiries have been made, compliance with such laws and regulations can be subject to future government review and interpretation as well as significant regulatory action including fines, penalties, and exclusion from the Medicare and Medicaid programs.

4. Long-Term Debt

Long-term debt consists of the following:

		PREDECESSOR	
	DECEMBER 31, 2010	DECEMBER 31, 2009	JUNE 30, 2011 (Unaudited)
Mortgage loan on facility, maturing in 2036 bearing a fixed interest rate of 6.99%	$ 6,662,010	$ 6,750,776	$ —
Capital lease obligations	126,271	70,521	105,446
	6,788,281	6,821,297	105,446
Less current portion	140,153	114,614	52,163
Long-term debt	$ 6,648,128	$ 6,706,683	$ 53,283

Mortgage Loans

At December 31, 2010, the Company had $6,662,010 debt outstanding under a mortgage loan agreement insured by the U.S. Department of Housing and Urban Development (“HUD”). The mortgage loan insured by HUD was secured by real estate located at 575 South DuPont Highway, New Castle, Delaware. Interest accrues on the HUD loan at 6.99% and principal and interest were payable in 420 monthly installments through October 2036. The carrying amount of assets held as collateral approximated $6,101,753 at December 31, 2010.

The HUD mortgage loan was repaid by UHS in June 2011.

Other

The aggregate maturities of long-term debt, including capital lease obligations, were as follows as of December 31, 2010:

2011	$ 140,153
2012	144,624
2013	145,021
2014	120,407
2015	125,774
Thereafter	6,112,302
Total	$ 6,788,281

5. Operating Leases

The Company has assumed or executed various non-cancelable operating leases. At December 31, 2010, future minimum lease payments under operating leases having an initial or remaining non-cancelable lease term in excess of one year are as follows:

2011	$14,461
2012	14,461
2013	14,461
2014	14,461
2015	14,461
Total	$72,305

6. Income Taxes

The provision for income taxes attributable to income from operations consists of the following:

Provision for Income Taxes

		PREDECESSOR			PREDECESSOR
	NOVEMBER 16, 2010 THROUGH DECEMBER 31, 2010	JANUARY 1, 2010 THROUGH NOVEMBER 15, 2010	YEAR ENDED DECEMBER 31, 2009	SIX MONTHS ENDED JUNE 30, 2011	SIX MONTHS ENDED JUNE 30, 2010
				(Unaudited)	
Current:					
Federal	$ 115,116	$ 33,502	$ 45,357	$ 225,940	$ 87,967
State	—	—	—	—	—
	115,116	33,502	45,357	225,940	87,967
Deferred:					
Federal	(128,119)	322,359	317,827	(74,526)	132,688
State	(3,545)	96,886	98,874	41,225	60,075
	(131,664)	419,245	416,701	(33,301)	192,763
Provision (benefit) for income taxes	$ (16,548)	$ 452,747	$ 462,058	$ 192,639	$ 280,730

The reconciliation of income tax computed by applying the U.S. federal statutory rate to the actual income tax expense attributable to income from operations is as follows:

		PREDECESSOR			PREDECESSOR
	NOVEMBER 16, 2010 THROUGH DECEMBER 31, 2010	JANUARY 1, 2010 THROUGH NOVEMBER 15, 2010	YEAR ENDED DECEMBER 31, 2009	SIX MONTHS ENDED JUNE 30, 2011	SIX MONTHS ENDED JUNE 30, 2010
				(Unaudited)	
Federal tax	$ (14,420)	$ 388,471	$ 397,828	$ 165,788	$ 240,879
State income taxes (net of federal)	(2,304)	62,976	64,268	26,795	39,049
Other	176	1,300	(38)	56	802
Provision (benefit) for income taxes	$ (16,548)	$ 452,747	$ 462,058	$ 192,639	$ 280,730

Deferred income taxes reflect the net tax effects of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for income tax purposes. The tax effects of significant items comprising temporary differences are as follows:

		PREDECESSOR	
	DECEMBER 31, 2010	DECEMBER 31, 2009	JUNE 30, 2011 (Unaudited)
Deferred Tax Assets:			
Net operating loss carryforwards	$ 83,446	$ 111,300	$ 46,885
Allowance for doubtful accounts	444,814	564,854	563,547
Accrued liabilities	108,044	85,344	109,305
Other	9,144	5,247	10,118
Total deferred tax assets	645,448	766,745	729,855
Deferred tax liabilities:			
Intangible assets	(322,174)	(232,236)	(367,083)
Property and equipment	(667,465)	(586,278)	(673,661)
Other	—	(4,841)	—
Total deferred tax liabilities	(989,639)	(823,355)	(1,040,744)
Total net deferred tax liability	$ (344,191)	$ (56,610)	$ (310,889)

The Company has state net operating loss carryforwards as of December 31, 2010 that total approximately $1.5 million which will expire in years 2026 through 2028.

The Company had state net operating loss carryforwards as of June 30, 2011 that total approximately $0.8 million which will expire in years 2026 through 2028.

7. Employee Benefit Plan

The Company participates in a Parent-sponsored tax-qualified profit sharing plan with a cash or deferred arrangement whereby employees who have completed three months of service and are age 21 or older are eligible to participate. The Plan allows eligible employees to make contributions of 1% to 85% of their annual compensation, subject to annual limitations. The Plan enables the Parent to make discretionary contributions into each participant's account that fully vest over a four year period based upon years of service. No contributions were made by the Parent to the Plan during the period November 16, 2010 through December 31, 2010, the predecessor periods January 1, 2010 through November 15, 2010, and for the year ended December 31, 2009, or the six months ended June 30, 2011 (unaudited).

8. Subsequent Events

In March, 2011, UHS entered into an agreement to sell the Company to a third party for approximately $21.5 million. The transaction closed on July 1, 2011.

The Company has evaluated subsequent events through August 18, 2011, the date these financial statements were available to be issued, and determined that: (1) no subsequent events have occurred that would require recognition in the accompanying consolidated financial statements; and (2) no other subsequent events have occurred that would require disclosure in the notes thereto.

$150,000,000

Acadia Healthcare Company, Inc.

Exchange Offer for all Outstanding
12.875% Senior Notes due 2018

Prospectus

, 2011

We have not authorized any dealer, salesperson or other person to give any information or represent anything to you other than the information contained in this prospectus. You may not rely on unauthorized information or representations.

This prospectus does not offer to sell or ask for offers to buy any of the securities in any jurisdiction where it is unlawful, where the person making the offer is not qualified to do so, or to any person who can not legally be offered the securities.

The information in this prospectus is current only as of the date on its cover, and may change after that date. For any time after the cover date of this prospectus, we do not represent that our affairs are the same as described or that the information in this prospectus is correct, nor do we imply those things by delivering this prospectus or selling securities to you.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 20. Indemnification of Directors and Officers

Registrants incorporated or organized under the laws of the State of Delaware

Acadia Healthcare Company, Inc. and the following registrants are corporations incorporated in the State of Delaware: Acadia - YFCS Holdings, Inc., Acadia Management Company, Inc., PHC MeadowWood, Inc., Psychiatric Resource Partners, Inc. and Seven Hills Hospital, Inc.

Section 102 of the Delaware General Corporation Law ("DGCL"), as amended, allows a corporation to eliminate the personal liability of directors of a corporation to the corporation or its stockholders for monetary damages for a breach of fiduciary duty as a director, except where the director breached his duty of loyalty, failed to act in good faith, engaged in intentional misconduct or knowingly violated a law, authorized the payment of a dividend or approved a stock repurchase in violation of Delaware law or obtained an improper personal benefit.

Section 145 of the DGCL provides, among other things, that a corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (other than an action by or in the right of the corporation) by reason of the fact that the person is or was a director, officer, agent or employee of the corporation or is or was serving at the corporation's request as a director, officer, agent or employee of another corporation, partnership, joint venture, trust or other enterprise, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding. The power to indemnify applies (i) if such person is successful on the merits or otherwise in defense of any action, suit or proceeding or (ii) if such person acted in good faith and in a manner he reasonably believed to be in the best interest, or not opposed to the best interest, of the corporation, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The power to indemnify applies to actions brought by or in the right of the corporation as well, but only to the extent of defense expenses (including attorneys' fees) actually and reasonably incurred and not to any satisfaction of judgment or settlement of the claim itself, and with the further limitation that in such actions no indemnification shall be made in the event of any adjudication of liability to the corporation, unless the court believes that in light of all the circumstances indemnification should apply.

Section 174 of the DGCL provides, among other things, that a director, who willfully or negligently approves of an unlawful payment of dividends or an unlawful stock purchase or redemption, will be held liable for such actions. A director who was either absent when the unlawful actions were approved or dissented at the time, may avoid liability by causing his or her dissent to such actions to be entered in the books containing the minutes of the meetings of the board of directors at the time such action occurred or immediately after such absent director receives notice of the unlawful acts.

The certificate of incorporation of Acadia Healthcare Company, Inc. provides that, to the fullest extent permitted by Delaware law, the directors of Acadia Healthcare Company, Inc. shall not be liable for monetary damages for breach of the directors' fiduciary duty of care to Acadia Healthcare Company, Inc. and its stockholders. This provision in the certificate of incorporation does not eliminate the duty of care, and in appropriate circumstances equitable remedies such as injunctive or other forms of non-monetary relief will remain available under Delaware law. In addition, each director will continue to be subject to liability for breach of the director's duty of loyalty to Acadia Healthcare Company, Inc. or its stockholders, for acts or omissions not in good faith or involving intentional misconduct or knowing violations of law, for actions leading to improper personal benefit to the director and for payment of dividends or approval of stock repurchases or redemptions that are unlawful under Delaware law. The provision also does not affect a director's responsibilities under any other law, such as the federal securities laws or state or federal environmental laws.

The bylaws of Acadia Healthcare Company, Inc. provide that Acadia Healthcare Company, Inc. must indemnify its directors and officers to the fullest extent permitted by Delaware law and require Acadia Healthcare Company, Inc. to advance litigation expenses upon receipt of an undertaking by a director or officer to repay such advances if it is ultimately determined that such director or officer is not entitled to indemnification. The indemnification provisions contained in the bylaws of Acadia Healthcare Company, Inc. are not exclusive of any other rights to which a person may be entitled by law, agreement, vote of stockholders or disinterested directors or otherwise.

In addition, Acadia Healthcare Company, Inc. has entered into employment agreements with certain of its directors and officers, which provide indemnification in addition to the indemnification provided for in the certificate of incorporation and bylaws. These employment agreements, among other things, indemnify some of its directors and officers for certain expenses (including attorneys' fees), judgments, fines and settlement amounts incurred by such person in any claim, action, suit, proceeding or investigation, whether civil, criminal, administrative or investigative, arising out of or pertaining to any action or omission in such director's or officer's capacity.

The certificates of incorporation of Acadia Management Company, Inc. and Psychiatric Resource Partners, Inc. provide that, to the fullest extent permitted by Delaware law, the directors of those registrants shall not be liable for monetary damages for breach of the directors' fiduciary duty of care to the registrants and their stockholders. The certificate of incorporation of Psychiatric Resource Partners, Inc. also provides that such registrant must indemnify its directors and officers to the fullest extent permitted by Delaware law and requires such registrant to advance litigation expenses.

The bylaws of Acadia Management Company, Inc., Acadia - YFCS Holdings, Inc. and Psychiatric Resource Partners, Inc. provide that, in effect, those registrants must indemnify their directors and officers to the fullest extent permitted by Delaware law and under the circumstances permitted by Section 145 of the DGCL and require such registrants to advance litigation expenses.

The following registrants are limited liability companies formed under the laws of the State of Delaware: Acadia Abilene, LLC, Acadia Hospital of Lafayette, LLC, Acadia Hospital of Longview, LLC, Acadia Louisiana, LLC, Acadia Merger Sub, LLC, Acadia RiverWoods, LLC, Acadia Village, LLC, Lakeview Behavioral Health System LLC and Suncoast Behavioral, LLC.

Section 18-108 of the Delaware Limited Liability Company Act provides that a limited liability company may, and shall have the power to, indemnify and hold harmless any member or manager or other person from and against any and all claims and demands whatsoever.

The limited liability company agreements of Acadia Abilene, LLC, Acadia Hospital of Lafayette, LLC, Acadia Hospital of Longview, LLC, Acadia Louisiana, LLC, Acadia RiverWoods, LLC, Acadia Village, LLC and Lakeview Behavioral Health System LLC provide that such registrants shall indemnify each manager, member or officer to the fullest extent permitted by Delaware law, including indemnification for negligence, gross negligence and breach of fiduciary duty to the extent so authorized. The operating agreement of Suncoast Behavioral, LLC provides that its member shall not have any personal liability for any obligations or liabilities of the company and that the company shall indemnify any officer against expenses (including reasonable attorneys' fees and expenses), judgments, fines and amounts paid in settlement actually and reasonably incurred by such officer in connection with an action, suit or proceeding in which he or she is involved by reason of the fact that he or she is or was an officer of the company.

Registrant incorporated under the laws of the State of Arizona

Southwestern Children's Health Services, Inc. is a corporation incorporated under the laws of the State of Arizona.

Section 10-851 of the Arizona Revised Statutes ("ARS") permits a corporation to indemnify an individual made a party to a proceeding because the individual is or was a director, against liability incurred in the proceeding if the individual acted in good faith and (i) in the case of conduct in his or her official capacity, the individual acted in a manner he or she reasonably believed to be in the best interests of the corporation, (ii) in all other cases, the individual's conduct was at least not opposed to the best interests of the corporation and, (iii) with respect to any criminal proceeding, the individual had no reasonable cause to believe his or her conduct was unlawful. Section 10-851 of the ARS also permits a corporation to indemnify a director made a party to a proceeding because the director engaged in conduct for which broader indemnification has been made permissible or obligatory under a provision of the articles of incorporation pursuant to Section 10-202, subsection B, paragraph 2 of the ARS. A corporation may not indemnify a director under Section 10-851 of the ARS either (i) in connection with a proceeding by or in the right of the corporation in which the director was adjudged liable to the corporation or (ii) in connection with any other proceeding charging improper financial benefit to the director, whether or not involving action in the director's official capacity, in which the director was adjudged liable on the basis that financial benefit was improperly received by the director. Indemnification permitted under this section in connection with a proceeding by or in the right of the corporation is limited to reasonable expenses incurred in connection with the proceeding.

Unless limited by its articles of incorporation, Section 10-852 of the ARS requires an Arizona corporation to indemnify a director who has prevailed, on the merits or otherwise, in defending any proceeding brought against the director because such person is or was a director of the corporation. The corporation must indemnify the director for reasonable expenses.

Section 10-856 of the ARS provides that an Arizona corporation may indemnify and advance expenses to an officer of the corporation who is a party to a proceeding because the individual is or was an officer of the corporation to the same extent as a director or, for officers who are not directors, to such further extent as may be provided by the articles of incorporation, the bylaws, a resolution of the board of directors or contract except for (i) liability in connection with a proceeding by or in the right of the corporation other than for reasonable expenses incurred in connection with the proceeding and (ii) liability arising out of conduct that constitutes (a) receipt by the officer of a financial benefit to which the officer is not entitled, (b) an intentional infliction of harm on the corporation or its shareholder or (c) an intentional violation of criminal law.

The articles of incorporation of Southwestern Children's Health Services, Inc. provide that a director of such registrant shall not be liable to the corporation or its shareholders for monetary damages for any action taken, or for any failure to take any action, as a director, except liability arising out of (i) any appropriation, in violation of the director's duties, of any business opportunity of the corporation, (ii) acts or omissions that involve intentional misconduct or a knowing violation of the law, (iii) voting for or assenting to an unlawful distribution in violation of Arizona law or (iv) any transaction from which the director received an improper personal benefit. In addition, the bylaws of Southwestern Children's Health Services, Inc. provide that, subject to any limitations under Arizona law, the registrant shall indemnify a former or current director or officer made a party to a proceeding against liability if the individual acted in good faith and (i) in the case of conduct in his or her official capacity, the individual acted in a manner he or she reasonably believed to be in the best interests of the corporation, (ii) in all other cases, the individual's conduct was at least not opposed to the best interests of the corporation and, (iii) with respect to any criminal proceeding, the individual had no reasonable cause to believe his or her conduct was unlawful.

Registrants incorporated or organized under the laws of the State of Arkansas

The following registrants are corporations incorporated in the State of Arkansas: Ascent Acquisition Corporation, Ascent Acquisition Corporation - CYPDC, Ascent Acquisition Corporation - PSC, Child & Youth Pediatric Day Clinics, Inc., Habilitation Center, Inc., Med Properties, Inc., Millcreek School of Arkansas, Inc. and Pediatric Specialty Care, Inc.

Section 4-27-202 of the Arkansas Business Corporation Act ("ABCA") allows a corporation to eliminate or limit the personal liability of the directors of a corporation to the corporation or its stockholders for monetary damages for a breach of fiduciary duty as a director, except where the director breached his duty of loyalty, failed to act in good faith, engaged in intentional misconduct or knowingly violated a law, voted for or assented to an unlawful distribution in violation of Arkansas law or obtained an improper personal benefit. The corporation may not eliminate or limit the personal liability of a director for any action, omission, transaction or breach of the director's duty creating any third-party liability to any person or entity other than the corporation or its stockholders.

Section 4-27-850 of the ABCA provides that a corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (other than an action by or in the right of the corporation) by reason of the fact that the person is or was a director, officer, employee or agent of the corporation or is or was serving at the corporation's request as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding. The power to indemnify applies (i) if such person is successful on the merits or otherwise in defense of any action, suit or proceeding or (ii) if such person acted in good faith and in a manner he reasonably believed to be in the best interest, or not opposed to the best interest, of the corporation, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The power to indemnify applies to actions brought by or in the right of the corporation as well, but only to the extent of defense expenses (including attorneys' fees) actually and reasonably incurred, and with the further limitation that in such actions no indemnification shall be made in the event of any adjudication of liability to the corporation, unless the court believes that in light of all the circumstances indemnification should apply.

Section 4-27-850(c) of the ABCA provides that, to the extent that a director, officer, employee or agent of a corporation has been successful on the merits or otherwise in defense of any action, suit, or proceeding or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him or her.

Section 4-27-850(e) of the ABCA provides that expenses incurred by an officer or director in defending a civil or criminal action, suit or proceeding may be paid by the corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the corporation as authorized under Arkansas law.

The articles of incorporation of Ascent Acquisition Corporation, Ascent Acquisition Corporation - CYPDC and Ascent Acquisition Corporation - PSC provide that, to the fullest extent permitted by Arkansas law, the directors of those registrants shall not be liable for monetary damages for breach of the directors' fiduciary duty of care to the registrants and their stockholders. The certificates of incorporation of those registrants also provide that those registrants must indemnify their directors and officers to the fullest extent permitted by Arkansas law and under the circumstances permitted by Section 4-27-850 of the ABCA.

The bylaws of Ascent Acquisition Corporation, Ascent Acquisition Corporation - CYPDC, Ascent Acquisition Corporation - PSC, Child & Youth Pediatric Day Clinics, Inc., Med Properties, Inc. and Pediatric Specialty Care, Inc. provide that those registrants must indemnify their directors and officers to the fullest extent permitted by Arkansas law and under the circumstances permitted by Section 4-27-850 of the ABCA and require such registrants to advance litigation expenses. The bylaws of Habilitation Center, Inc. and Millcreek School of Arkansas, Inc. provide that, subject to any limitations under Arkansas law, the corporation shall indemnify a former or current director or officer made a party to a proceeding against liability if the individual acted in good faith and (i) in the case of conduct in his or her official capacity, the individual acted in a manner he or she reasonably believed to be in the best interests of the corporation, (ii) in all other cases, the individual's conduct was at least not opposed to the best interests of the corporation and, (iii) with respect to any criminal proceeding, the individual had no reasonable cause to believe his or her conduct was unlawful.

The following registrants are limited liability companies formed under the laws of the State of Arkansas: Childrens Medical Transportation Services, LLC, Meducare Transport, L.L.C. and Pediatric Specialty Care Properties, LLC.

Section 4-32-404 of the Small Business Entity Tax Pass Through Act provides that a limited liability company may (i) eliminate or limit the personal liability of a member or manager for monetary damages for breach of any duty provided for in Section 4-32-402 and (ii) provide for indemnification of a member or manager for judgments, settlements, penalties, fines or expenses incurred in a proceeding to which a person is a party because the person is or was a member or manager.

The operating agreements of the limited liability companies formed under the laws of Arkansas provide that no member shall be liable as such for any liabilities or other obligations of the companies and that the companies shall indemnify members from and against all claims, liabilities, obligations, costs and expenses (including reasonable attorneys' fees) to the extent resulting from the good faith performance by such members of their duties and services for and on behalf of the companies and not from acts or omissions that constitute breach of the operating agreements or are attributable to gross negligence or willful misconduct.

Registrants incorporated under the laws of the State of Florida

The following registrants are corporations incorporated in the State of Florida: PsychSolutions Acquisition Corporation, PsychSolutions, Inc. and Youth and Family Centered Services of Florida, Inc.

Section 607.0831 of the Florida Business Corporation Act ("FBCA") provides, among other things, that a director is not personally liable for monetary damages to the corporation or any other person for any statement, vote, decision, or failure to act, by the director, regarding corporate management or policy, unless the director breached or failed to perform his or her duties as a director and such breach or failure constitutes (i) a violation of criminal law, unless the director had reasonable cause to believe his or her conduct was lawful or had no reasonable cause to believe his or her conduct was unlawful, (ii) a transaction from which the director derived an improper personal benefit, (iii) a circumstance in which the director voted for or assented to an unlawful distribution under Florida law, (iv) willful misconduct or a conscious disregard for the best interest of the company in the case of a proceeding by or in the right of the company to procure a judgment in its favor or by or in the right of a stockholder, or (v) recklessness or an act or omission in bad faith or with malicious purpose or with wanton and willful disregard of human rights, safety or property, in a proceeding by or in the right of someone other than the company or its stockholders.

Section 607.0850 of the FBCA authorizes, among other things, a corporation to indemnify any person who was or is a party to any proceeding (other than an action by or in the right of the corporation) by reason of the fact that he or she is or was a director, officer, employee or agent of the corporation against liability incurred in connection with such proceedings, if he or she acted in good faith and in a manner reasonably believed to be in, or not opposed to, the best interests of the corporation and, with respect to criminal proceedings, had no reasonable cause to believe his or her conduct was unlawful. The power to indemnify applies to actions brought by or in the right of the corporation as well, but only to the extent of defense expenses and amounts paid in settlement actually and reasonably incurred, and with the further limitation that in such actions no indemnification shall be made in the event of any adjudication of liability to the corporation, unless the court believes that in view of all the circumstances indemnification should apply. To the extent that a director, officer or employee has been successful on the merits or otherwise in the defense of any proceeding, Section 607.0850 of the FBCA requires that he or she be indemnified for actual and reasonable expenses (including attorneys' fees) incurred. Such expenses may be paid in advance before the final disposition of the proceeding, provided that the officer, director or employee undertakes to repay such advance if it is ultimately determined that indemnification is not permitted.

The certificate of incorporation of PsychSolutions, Inc. provides that such registrant shall indemnify its directors, officers and employees against any liability resulting from any claim, action, suit or proceeding in

which he or she is involved by reason of his or her being or having been a director, officer or employee, provided that such director, officer or employee shall be liable for his own gross negligence or willful misconduct in the performance of his or her duty. Defense expenses (including attorneys' fees) may be paid in advance of the final disposition of such a proceeding.

The bylaws of PsychSolutions Acquisition Corporation and PsychSolutions, Inc. provide that such registrants shall indemnify their current or former directors and officers to the fullest extent permitted by Florida law and under the circumstances permitted by Section 607.0850 of the FBCA. The bylaws of PsychSolutions, Inc. also require such registrant to advance litigation expenses to its directors. The bylaws of Youth and Family Centered Services of Florida, Inc. provide that, subject to any limitations under Florida law, the corporation shall indemnify a former or current director or officer made a party to a proceeding against liability if the individual acted in good faith and (i) in the case of conduct in his or her official capacity, the individual acted in a manner he or she reasonably believed to be in the best interests of the corporation, (ii) in all other cases, the individual's conduct was at least not opposed to the best interests of the corporation, and (iii) with respect to any criminal proceeding, the individual had no reasonable cause to believe his or her conduct was unlawful.

Registrants incorporated under the laws of the State of Georgia

The following registrants are corporations incorporated in the State of Georgia: Lakeland Hospital Acquisition Corporation, Millcreek Management Corporation, YFCS Holdings - Georgia, Inc., YFCS Management, Inc. and Youth and Family Centered Services, Inc.

Section 14-2-851(a) of the Georgia Business Corporation Code ("GBCC") provides that a corporation may indemnify a former or current director made a party to a proceeding against liability if the individual acted in good faith and (i) in the case of conduct in his or her official capacity, the individual acted in a manner he or she reasonably believed to be in the best interests of the corporation, (ii) in all other cases, the individual's conduct was at least not opposed to the best interests of the corporation and, (iii) with respect to any criminal proceeding, the individual had no reasonable cause to believe his or her conduct was unlawful.

Section 14-2-851(d) of the GBCC provides that a corporation may not indemnify a director in connection with a proceeding by or in the right of the corporation, unless the director's incurred expenses are reasonable and it is determined that the director has met the relevant standard of conduct. Furthermore, a corporation may not indemnify a director in connection with any proceeding with respect to conduct for which he or she was adjudged liable due to his or her receipt of an improper personal benefit.

Section 14-2-852 of the GBCC provides that to the extent that a director is wholly successful, on the merits or otherwise, in the defense of any proceeding to which he or she was a party because he or she is or was a director of the corporation, the corporation must indemnify him or her against reasonable expenses.

Section 14-2-857 of the GBCC provides that, subject to certain limitations, a corporation may indemnify and advance expenses to an officer of the corporation who is a party to a proceeding because he or she is an officer of the corporation, to the same extent as a director, and if he or she is not a director, to such further extent as may be provided in the corporation's articles of incorporation, bylaws, action of its board of directors or contract, subject to certain limitations.

The articles of incorporation of the registrants incorporated in Georgia provide that the directors of those registrants shall not be liable to the registrants or their shareholders for monetary damages for any action taken, or failure to take any action, as a director, except liability for (i) any appropriation, in violation of such director's duties, of any business opportunity of the corporation, (ii) acts or omissions involving intentional misconduct or a knowing violation of law, (iii) any unlawful distribution or (iv) any transaction from which the director received an improper personal benefit.

The bylaws of Lakeland Hospital Acquisition Corporation, Millcreek Management Corporation, YFCS Holdings - Georgia, Inc. and YFCS Management, Inc. provide that those registrants must indemnify their directors under the circumstances permitted by Section 14-2-851 of the GBCC. The bylaws of Youth and Family Centered Services, Inc. provide that each director shall be indemnified to the fullest extent authorized by the GBCC and that each non-director employee, including officers who are not directors, may be indemnified in the discretion of the board of directors to the fullest extent authorized by the GBCC.

Registrants incorporated under the laws of the State of Indiana

The following registrants are corporations incorporated in the State of Indiana: Options Community Based Services, Inc., Options Treatment Center Acquisition Corporation, Resolute Acquisition Corporation, Resource Community Based Services, Inc., RTC Resource Acquisition Corporation and Success Acquisition Corporation.

Sections 23-1-37-8 and 23-1-37-13 of the Indiana Business Corporation Law ("IBCL") provide that a corporation may indemnify a former or current director made a party to a proceeding against liability if the individual acted in good faith and (i) in the case of conduct in his or her official capacity, the individual acted in a manner he or she reasonably believed to be in the best interests of the corporation, (ii) in all other cases, the individual's conduct was at least not opposed to the best interests of the corporation and, (iii) with respect to any criminal proceeding, the individual had either reasonable cause to believe his or her conduct was lawful or no reasonable cause to believe his or her conduct was unlawful.

Unless limited by its articles of incorporation, Section 23-1-37-9 of the IBCL provides that a corporation must indemnify a director who is wholly successful, on the merits or otherwise, in the defense of any proceeding to which the director was a party because the director is or was a director of the corporation, against reasonable expenses incurred by the director in connection with the proceeding.

The articles of incorporation of the registrants incorporated in Indiana provide that such registrants shall indemnify a former or current director or officer made a party to a proceeding against liability if the individual acted in good faith and (i) in the case of conduct in his or her official capacity, the individual acted in a manner he or she reasonably believed to be in the best interests of the corporation, (ii) in all other cases, the individual's conduct was at least not opposed to the best interests of the corporation and, (iii) with respect to any criminal proceeding, the individual had no reasonable cause to believe his or her conduct was unlawful. The articles of incorporation of Options Treatment Center Acquisition Corporation, Resolute Acquisition Corporation, RTC Resource Acquisition Corporation and Success Acquisition Corporation also require such registrants to advance expenses and provide that no director shall be liable to such registrants for any action taken or not taken by such person in his or her capacity as a director in good faith and in reliance upon certain representations by the chief executive officer or the chief financial officer of the corporation, independent public accountants, legal counsel and other experts whose professions give authority to the opinions expressed by them.

The bylaws of the registrants incorporated in Indiana restate the indemnification provisions of the articles of incorporation set forth in the preceding paragraph. The bylaws of Options Treatment Center Acquisition Corporation, Resolute Acquisition Corporation, RTC Resource Acquisition Corporation and Success Acquisition Corporation also provide that such registrants shall advance litigation expenses.

Registrants incorporated under the laws of the Commonwealth of Massachusetts

The following registrants are corporations incorporated in the Commonwealth of Massachusetts: Behavioral Health Online, Inc., Detroit Behavioral Institute, Inc., North Point - Pioneer, Inc., PHC of Michigan, Inc., PHC of Nevada, Inc., PHC of Utah, Inc., PHC of Virginia, Inc., Renaissance Recovery, Inc. and Wellplace, Inc.

Section 2.02 of the Massachusetts Business Corporation Act ("Massachusetts BCA") permits a corporation to include in its articles of organization a provision eliminating the liability of a director to the corporation for monetary damages for breach of fiduciary duty as a director unless the director breached his or her duty of loyalty, failed to act in good faith, engaged in intentional misconduct or knowingly violated a law, authorized a distribution in violation of Massachusetts law or derived an improper personal benefit.

Section 8.51 of the Massachusetts BCA provides that a corporation may indemnify an individual who is a party to a proceeding because he is a director against liability incurred in the proceeding if (1)(i) the individual acted in good faith, (ii) the individual reasonably believed that his or her conduct was in the best interests of the corporation or that his or her conduct was at least not opposed to the best interests of the corporation and (iii) in the case of any criminal proceeding, the individual had no reasonable cause to believe his or her conduct was unlawful or (2) the individual engaged in conduct for which he or she shall not be liable under a provision of the articles of organization authorized by clause (4) of subsection (b) of section 2.02 of the Massachusetts BCA.

Section 8.52 of the Massachusetts BCA provides that to the extent that a director is wholly successful, on the merits or otherwise, in the defense of any proceeding to which he or she was a party because he or she is or was a director of the corporation, the corporation must indemnify him or her against reasonable expenses.

Section 8.53 of the Massachusetts BCA provides for the advancement of defense expenses incurred by directors and officers in specified circumstances.

The articles of organization of Behavioral Health Online, Inc., North Point - Pioneer, Inc., PHC of Michigan, Inc., PHC of Nevada, Inc., PHC of Utah, Inc., PHC of Virginia, Inc. and Renaissance Recovery, Inc. provide that such registrants shall indemnify a former or current director or officer made a party to a proceeding against liability by reason of any action taken or not taken in the director or officer's capacity as such, except with respect to any matter as to which the director or officer shall have been adjudicated by a court of competent jurisdiction not to have acted in good faith in the reasonable belief that his or her action was in the best interests of the corporation. Further, the articles of organization of Behavioral Health Online, Inc., North Point - Pioneer, Inc., PHC of Michigan, Inc., PHC of Nevada, Inc., PHC of Virginia, Inc. and Renaissance Recovery, Inc. provide that a director of such registrants shall not be liable to the corporation or its shareholders for monetary damages for any action taken, or for any failure to take any action, as a director except liability for (i) any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of the law, (iii) voting for or assenting to an unlawful distribution in violation of Massachusetts law or (iv) any transaction from which the director received an improper personal benefit.

Registrants incorporated under the laws of the State of Mississippi

The following registrants are corporations incorporated in the State of Mississippi: Millcreek Schools Inc. and Rehabilitation Centers, Inc.

Section 79-4-2.02 of the Mississippi Business Corporation Act ("Mississippi BCA") provides that a corporation may indemnify a former or current director made a party to a proceeding against liability except liability for (i) receipt of a financial benefit to which he or she is not entitled, (ii) an intentional infliction of harm on the corporation or its shareholders, (iii) a violation of the Mississippi provisions against unlawful distributions and (iv) an intentional violation of criminal law.

Section 79-4-8.51 of the Mississippi BCA provides that a corporation may indemnify a director made a party to a proceeding against liability if the individual acted in good faith and (i) in the case of conduct in his or her official capacity, the individual acted in a manner he or she reasonably believed to be in the best interests of the corporation, (ii) in all other cases, the individual's conduct was at least not opposed to the best interests of the corporation and, (iii) with respect to any criminal proceeding, the individual had either reasonable cause to believe his or her conduct was lawful or no reasonable cause to believe his or her conduct was unlawful.

Section 79-4-8.51 of the Mississippi BCA also permits a corporation to indemnify an individual made a party to a proceeding because the director engaged in conduct for which broader indemnification has been made permissible or obligatory under a provision of the articles of incorporation pursuant to Section 79-4-2.02 of the Mississippi BCA. A corporation may not indemnify a director under Section 79-4-8.51 of the Mississippi BCA either (i) in connection with a proceeding by or in the right of the corporation, except for reasonable expenses incurred in connection with the proceeding if it is determined that the director has met the relevant standard of conduct or (ii) in connection with any proceeding with respect to conduct for which he was adjudged liable on the basis that he received a financial benefit to which he was not entitled.

Section 79-4-8.52 of the Mississippi BCA provides that a corporation shall indemnify a director who is wholly successful, on the merits or otherwise, in the defense of any proceeding to which the director was a party because the director is or was a director of the corporation against reasonable expenses incurred by the director in connection with the proceeding.

Section 79-4-8.56 of the Mississippi BCA provides that a corporation may indemnify and advance expenses to an officer of the corporation who is a party to a proceeding because the individual is or was an officer of the corporation to the same extent as a director or, for officers who are not directors, to such further extent as may be provided by the articles of incorporation, the bylaws, a resolution of the board of directors or contract except for (i) liability in connection with a proceeding by or in the right of the corporation other than for reasonable expenses incurred in connection with the proceeding and (ii) liability arising out of conduct that constitutes (a) receipt by the officer of a financial benefit to which the officer is not entitled, (b) an intentional infliction of harm on the corporation or its shareholder or (iii) an intentional violation of criminal law.

The certificates of incorporation of the registrants incorporated in Mississippi do not contain indemnification provisions. Their bylaws, however, provide that such registrants shall indemnify a former or current director or officer made a party to a proceeding against liability if the individual acted in good faith and (i) in the case of conduct in his or her official capacity, the individual acted in a manner he or she reasonably believed to be in the best interests of the corporation, (ii) in all other cases, the individual's conduct was at least not opposed to the best interests of the corporation and, (iii) with respect to any criminal proceeding, the individual had no reasonable cause to believe his or her conduct was unlawful.

Registrant incorporated under the laws of the State of Montana

Kids Behavioral Health of Montana, Inc. is a corporation incorporated under the laws of the State of Montana.

Section 35-1-216 of the Montana Business Corporation Act ("Montana BCA") provides that a corporation may indemnify a director for any action taken or failure to take action except liability for (i) the amount of a financial benefit received by the director to which he or she is not entitled, (ii) an intentional infliction of harm on the corporation or its shareholders, (iii) a violation of the Montana provisions against unlawful distributions and (iv) an intentional violation of criminal law.

Section 35-1-452 of the Montana BCA provides that a corporation may indemnify a current or former director made a party to a proceeding against liability if the individual engaged in good faith conduct and (i) in the case of conduct in his or her official capacity, the individual acted in a manner he or she reasonably believed to be in the best interests of the corporation, (ii) in all other cases, the individual's conduct was at least not opposed to the best interests of the corporation and, (iii) with respect to any criminal proceeding, the individual had either reasonable cause to believe his or her conduct was lawful or no reasonable cause to believe his or her conduct was unlawful. A corporation may not indemnify a director under Section 35-1-452 of the Montana BCA either (i) in connection with a proceeding by or in the right of the corporation in which the director was adjudged liable to the corporation or (ii) in connection with any other proceeding charging improper personal benefit to the

director, whether or not involving action in the director's official capacity, in which the director was adjudged liable on the basis that personal benefit was improperly received by the director. Indemnification permitted under this section in connection with a proceeding by or in the right of the corporation is limited to reasonable expenses incurred in connection with the proceeding.

Unless limited by the articles of incorporation, Section 35-1-453 of the Montana BCA provides that a corporation shall indemnify a director who is wholly successful, on the merits or otherwise, in the defense of any proceeding to which the director was a party because the director is or was a director of the corporation against reasonable expenses incurred by the director in connection with the proceeding.

Section 35-1-454 of the Montana BCA provides that, subject to certain limitations, a corporation may advance expenses to a director of the corporation who is a party to a proceeding because he or she is a director of the corporation.

Section 35-1-457 of the Montana BCA provides that a corporation must indemnify an officer of the corporation who is a party to a proceeding because the individual is or was an officer of the corporation against liability to the same extent as a director.

The certificate of incorporation of Kids Behavioral Health of Montana, Inc. does not contain indemnification provisions. Its bylaws, however, provide that the registrant shall indemnify a former or current director or officer made a party to a proceeding against liability if the individual acted in good faith and in a manner a manner the individual reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to any criminal proceeding, the individual had no reasonable cause to believe his or her conduct was unlawful.

Registrants incorporated under the laws of the State of New Mexico

The following registrants are corporations incorporated in the State of New Mexico: Memorial Hospital Acquisition Corporation and Youth and Family Centered Services of New Mexico, Inc.

Section 53-12-2 of the New Mexico Business Corporation Act ("NMBCA") permits a corporation to include in its articles of incorporation a provision providing that a director shall not be personally liable to the corporation or its shareholders for monetary damages for breach of fiduciary duty as a director unless (i) the director has breached or failed to perform the duties of the director's office in compliance with New Mexico law and (ii) the breach or failure to perform constitutes (a) negligence, willful misconduct or recklessness in the case of a director who has either an ownership interest in the corporation or receives as a director or as an employee of the corporation compensation of more than $2,000 from the corporation in any calendar year, or (b) willful misconduct or recklessness in the case of a director who does not have an ownership interest in the corporation and does not receive as director or as an employee of the corporation compensation of more than $2,000 from the corporation in any calendar year.

Section 53-11-4.1 of the NMBCA permits a corporation to indemnify any person made a party to any proceeding by reason of the fact that the person is or was a director or officer if the individual engaged in good faith conduct and (i) in the case of conduct in his or her official capacity, the individual acted in a manner he or she reasonably believed to be in the best interests of the corporation, (ii) in all other cases, the individual's conduct was at least not opposed to the best interests of the corporation and, (iii) with respect to any criminal proceeding, the individual had either reasonable cause to believe his or her conduct was lawful or no reasonable cause to believe his or her conduct was unlawful. Indemnification may be made against judgments, penalties, fines, settlements and reasonable expenses, actually incurred by the person in connection with the proceeding, except that no indemnification shall be made if the individual is adjudged liable on the basis that a personal benefit was improperly received by the director and, if the proceeding was by or in the right of the corporation,

indemnification may be made only against such reasonable expenses and shall not be made in respect of any proceeding in which the person shall have been adjudged to be liable to the corporation. In addition, Section 53-11-4.1 provides for the advancement of expenses of directors and officers in specified circumstances.

The articles of incorporation of Memorial Hospital Acquisition Corporation provide that a director of such registrant shall not be liable to the corporation or its shareholders for monetary damages for any action taken, or for any failure to take any action, as a director except liability for (i) any appropriation, in violation of his or her duties, of any business opportunity of the corporation, (ii) acts or omission that involve intentional misconduct or a knowing violation of the law, (iii) voting for or assenting to an unlawful distribution in violation of New Mexico law or (iv) any transaction from which the director received an improper personal benefit.

The bylaws of the registrants incorporated in New Mexico provide that such registrants shall indemnify a former or current director or officer made a party to a proceeding against liability if the individual acted in good faith and (i) in the case of conduct in his or her official capacity, the individual acted in a manner he or she reasonably believed to be in the best interests of the corporation, (ii) in all other cases, the individual's conduct was at least not opposed to the best interests of the corporation and, (iii) with respect to any criminal proceeding, the individual had no reasonable cause to believe his or her conduct was unlawful.

Registrant incorporated under the laws of the Commonwealth of Pennsylvania

Southwood Psychiatric Hospital, Inc. is a corporation incorporated under the laws of the Commonwealth of Pennsylvania.

Sections 1741 and 1742 of the Pennsylvania Business Corporation Law, as amended ("PBCL"), provide that a corporation may indemnify directors and officers against liabilities they may incur as such provided that the individual acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the corporation, and, with respect to any criminal proceeding, had no reasonable cause to believe his or her conduct was unlawful. In the case of actions against a director or officer by or in the right of the corporation, the power to indemnify extends only to expenses (including attorneys' fees) actually and reasonably incurred and such power generally does not exist if the person otherwise entitled to indemnification shall have been adjudged to be liable to the corporation unless it is judicially determined that, despite the adjudication of liability but in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnification for specified expenses.

Section 1743 of the PBCL provides that the corporation is required to indemnify directors and officers against expenses they may incur in defending actions against them in such capacities if they are successful on the merits or otherwise in the defense of such actions.

Section 1745 of the PBCL provides that a corporation may pay the expenses of a director or officer incurred in defending an action or proceeding in advance of the final disposition thereof upon receipt of an undertaking from such person to repay the amounts advanced unless it is ultimately determined that such person is not entitled to indemnification from the corporation.

The certificate of incorporation of Southwood Psychiatric Hospital, Inc. does not contain indemnification provisions. Its bylaws, however, provide that such registrant shall indemnify a former or current director or officer made a party to a proceeding against liability if the individual acted in good faith and (i) in the case of conduct in his or her official capacity, the individual acted in a manner he or she reasonably believed to be in the best interests of the corporation, (ii) in all other cases, the individual's conduct was at least not opposed to the best interests of the corporation and, (iii) with respect to any criminal proceeding, the individual had no reasonable cause to believe his or her conduct was unlawful.

Registrant organized under the laws of the State of South Carolina

Rebound Behavioral Health, LLC is a limited liability company organized under the laws of the State of South Carolina.

Section 33-44-403 of the South Carolina Limited Liability Company Act provides that a limited liability company shall indemnify a member or manager for liabilities incurred by the member or manager in the ordinary course of the business of the company or for the preservation of its business or property.

Rebound Behavioral Health, LLC's charter does not contain indemnification provisions. Its operating agreement, however, provides that its member shall not have any personal liability for any obligations or liabilities of the company and that the company shall indemnify any officer against expenses (including reasonable attorneys' fees and expenses), judgments, fines and amounts paid in settlement actually and reasonably incurred by such officer in connection with an action, suit or proceeding in which he or she is involved by reason of the fact that he or she is or was an officer of the company and, subject to certain limitations, shall advance defense expenses of the same.

Item 21. Exhibits and Financial Statement Schedules

Exhibit Number	Description
2.1*	Agreement and Plan of Merger, dated May 23, 2011, by and among Acadia Healthcare Company, Inc., Acadia Merger Sub, LLC and PHC, Inc. (*Incorporated by reference to Acadia Healthcare Company, Inc.'s registration statement on Form S-4, as amended (File No. 333-175523), originally filed with the SEC on July 13, 2011*).
2.2	Agreement and Plan of Merger, dated February 17, 2011, by and among Acadia Healthcare Company, Inc. (f/k/a Acadia Healthcare Company, LLC), Acadia - YFCS Acquisition Company, Inc., Acadia - YFCS Holdings, Inc., Youth and Family Centered Services, Inc., each of the stockholders who are signatories thereto, and TA Associates, Inc., solely in the capacity as Stockholders' Representative. (*Incorporated by reference to Acadia Healthcare Company, Inc.'s registration statement on Form S-4, as amended (File No. 333-175523), originally filed with the SEC on July 13, 2011*).
2.3	Asset Purchase Agreement by and among Southern Regional Health System, Inc. and Acadia RiverWoods, LLC, d/b/a RiverWoods Behavioral Health System dated August 29, 2008. (*Incorporated by reference to Acadia Healthcare Company, Inc.'s registration statement on Form S-4, as amended (File No. 333-175523), originally filed with the SEC on July 13, 2011*).
2.4	Asset Purchase Agreement, dated as of March 15, 2011, between Universal Health Services, Inc. and PHC, Inc. for the acquisition of MeadowWood Behavioral Health System (*Incorporated by reference to Acadia Healthcare Company, Inc.'s registration statement on Form S-4, as amended (File No. 333-175523), originally filed with the SEC on July 13, 2011*).
3.1	Amended and Restated Certificate of Incorporation of Acadia Healthcare Company, Inc. (*Incorporated by reference to Acadia Healthcare Company, Inc.'s report on Form 8-K filed with the SEC on November 1, 2011*).
3.2	Amended and Restated Bylaws of Acadia Healthcare Company, Inc. (*Incorporated by reference to Acadia Healthcare Company, Inc.'s report on Form 8-K filed with the SEC on November 1, 2011*).
3.3	Certificate of Formation of Acadia Abilene, LLC, as amended.
3.4	Limited Liability Company Agreement of Acadia Abilene, LLC.
3.5	Certificate of Formation of Acadia Hospital of Lafayette, LLC, as amended.
3.6	Limited Liability Company Agreement of Acadia Hospital of Lafayette, LLC.
3.7	Certificate of Formation of Acadia Hospital of Longview, LLC, as amended.
3.8	Limited Liability Company Agreement of Acadia Hospital of Longview, LLC.
3.9	Certificate of Formation of Acadia Louisiana, LLC, as amended.
3.10	Limited Liability Company Agreement of Acadia Louisiana, LLC.
3.11	Certificate of Incorporation of Acadia Management Company, Inc.
3.12	Bylaws of Acadia Management Company, Inc.
3.13	Certificate of Formation of Acadia Merger Sub, LLC.

Exhibit Number	Description
3.14	Limited Liability Company Agreement of Acadia Merger Sub, LLC, as amended.
3.15	Certificate of Formation of Acadia RiverWoods, LLC, as amended.
3.16	Limited Liability Company Agreement of Acadia RiverWoods, LLC.
3.17	Certificate of Formation of Acadia Village, LLC, as amended.
3.18	Limited Liability Company Agreement of Acadia Village, LLC.
3.19	Certificate of Incorporation of Acadia-YFCS Holdings, Inc.
3.20	Bylaws of Acadia-YFCS Holdings, Inc., as amended.
3.21	Articles of Incorporation of Ascent Acquisition Corporation.
3.22	Bylaws of Ascent Acquisition Corporation.
3.23	Articles of Incorporation of Ascent Acquisition Corporation-CYPDC.
3.24	Bylaws of Ascent Acquisition Corporation-CYPDC.
3.25	Articles of Incorporation of Ascent Acquisition Corporation-PSC.
3.26	Bylaws of Ascent Acquisition Corporation-PSC.
3.27	Articles of Organization of Behavioral Health Online, Inc., as amended.
3.28	Amended and Restated Bylaws of Behavioral Health Online, Inc.
3.29	Articles of Incorporation of Child & Youth Pediatric Day Clinics, Inc.
3.30	Amended and Restated Bylaws of Child & Youth Pediatric Day Clinics, Inc.
3.31	Articles of Organization of Childrens Medical Transportation Services, LLC.
3.32	Amended and Restated Operating Agreement of Childrens Medical Transportation Services, LLC.
3.33	Articles of Organization of Detroit Behavioral Institute, Inc.
3.34	Amended and Restated Bylaws of Detroit Behavioral Institute, Inc.
3.35	Articles of Incorporation of Habilitation Center, Inc., as amended.
3.36	Amended and Restated Bylaws of Habilitation Center, Inc.
3.37	Certificate of Incorporation of Kids Behavioral Health of Montana, Inc., as amended.
3.38	Bylaws of Kids Behavioral Health of Montana, Inc.
3.39	Certificate of Incorporation of Lakeland Hospital Acquisition Corporation.
3.40	Amended and Restated Bylaws of Lakeland Hospital Acquisition Corporation.
3.41	Certificate of Formation of Lakeview Behavioral Health System LLC, as corrected.
3.42	Limited Liability Company Agreement of Lakeview Behavioral Health System LLC.
3.43	Articles of Incorporation of Med Properties, Inc.
3.44	Amended and Restated Bylaws of Med Properties, Inc.
3.45	Articles of Organization of Meducare Transport, L.L.C.
3.46	Amended and Restated Operating Agreement of Meducare Transport, L.L.C.
3.47	Certificate of Incorporation of Memorial Hospital Acquisition Corporation.
3.48	Bylaws of Memorial Hospital Acquisition Corporation.
3.49	Articles of Incorporation of Millcreek Management Corporation, as corrected.
3.50	Amended and Restated Bylaws of Millcreek Management Corporation.
3.51	Articles of Incorporation of Millcreek School of Arkansas, Inc., as amended.
3.52	Amended and Restated Bylaws of Millcreek School of Arkansas, Inc.
3.53	Certificate of Incorporation of Millcreek Schools Inc., as amended.
3.54	Amended and Restated Bylaws of Millcreek Schools Inc.
3.55	Articles of Organization of North Point-Pioneer, Inc.
3.56	Amended and Restated Bylaws of North Point-Pioneer, Inc.
3.57	Articles of Incorporation of Options Community Based Services, Inc.
3.58	Bylaws of Options Community Based Services, Inc.
3.59	Articles of Incorporation of Options Treatment Center Acquisition Corporation.
3.60	Bylaws of Options Treatment Center Acquisition Corporation.
3.61	Articles of Organization of Pediatric Specialty Care Properties, LLC.
3.62	Amended and Restated Operating Agreement of Pediatric Specialty Care Properties, LLC.

Exhibit Number	Description
3.63	Articles of Incorporation of Pediatric Specialty Care, Inc., as amended.
3.64	Amended and Restated Bylaws of Pediatric Specialty Care, Inc.
3.65	Certificate of Incorporation of PHC MeadowWood, Inc.
3.66	Amended and Restated Bylaws of PHC MeadowWood, Inc.
3.67	Articles of Organization of PHC of Michigan, Inc.
3.68	Amended and Restated Bylaws of PHC of Michigan, Inc.
3.69	Articles of Organization of PHC of Nevada, Inc.
3.70	Amended and Restated Bylaws of PHC of Nevada, Inc.
3.71	Articles of Organization of PHC of Utah, Inc., as amended.
3.72	Amended and Restated Bylaws of PHC of Utah, Inc.
3.73	Articles of Organization of PHC of Virginia, Inc., as amended.
3.74	Amended and Restated Bylaws of PHC of Virginia, Inc.
3.75	Certificate of Incorporation of Psychiatric Resource Partners, Inc.
3.76	Bylaws of Psychiatric Resource Partners, Inc.
3.77	Articles of Incorporation of PsychSolutions Acquisition Corporation.
3.78	Bylaws of PsychSolutions Acquisition Corporation.
3.79	Articles of Incorporation of PsychSolutions, Inc., as amended.
3.80	Amended and Restated Bylaws of PsychSolutions, Inc.
3.81	Articles of Organization of Rebound Behavioral Health, LLC.
3.82	Operating Agreement of Rebound Behavioral Health, LLC.
3.83	Certificate of Incorporation of Rehabilitation Centers, Inc., as amended.
3.84	Amended and Restated Bylaws of Rehabilitation Centers, Inc.
3.85	Articles of Organization of Renaissance Recovery, Inc.
3.86	Amended and Restated Bylaws of Renaissance Recovery, Inc.
3.87	Articles of Incorporation of Resolute Acquisition Corporation.
3.88	Bylaws of Resolute Acquisition Corporation.
3.89	Articles of Incorporation of Resource Community Based Services, Inc.
3.90	Bylaws of Resource Community Based Services, Inc.
3.91	Articles of Incorporation of RTC Resource Acquisition Corporation.
3.92	Bylaws of RTC Resource Acquisition Corporation.
3.93	Certificate of Incorporation of Seven Hills Hospital, Inc.
3.94	Amended and Restated Bylaws of Seven Hills Hospital, Inc.
3.95	Articles of Incorporation of Southwestern Children’s Health Services, Inc., as amended.
3.96	Amended and Restated Bylaws of Southwestern Children’s Health Services, Inc.
3.97	Articles of Incorporation of Southwood Psychiatric Hospital, Inc.
3.98	Amended and Restated Bylaws of Southwood Psychiatric Hospital, Inc.
3.99	Articles of Incorporation of Success Acquisition Corporation.
3.100	Bylaws of Success Acquisition Corporation.
3.101	Certificate of Formation of Suncoast Behavioral, LLC.
3.102	Operating Agreement of Suncoast Behavioral, LLC.
3.103	Articles of Organization of Wellplace, Inc.
3.104	Amended and Restated Bylaws of Wellplace, Inc.
3.105	Certificate of Incorporation of YFCS Holdings-Georgia, Inc., as amended.
3.106	Amended and Restated Bylaws of YFCS Holdings-Georgia, Inc.
3.107	Certificate of Incorporation of YFCS Management, Inc.
3.108	Amended and Restated Bylaws of YFCS Management, Inc.
3.109	Articles of Incorporation of Youth and Family Centered Services of Florida, Inc., as amended.
3.110	Amended and Restated Bylaws of Youth and Family Centered Services of Florida, Inc.

Exhibit Number	Description
3.111	Certificate of Incorporation of Youth and Family Centered Services of New Mexico, Inc., as amended.
3.112	Amended and Restated Bylaws of Youth and Family Centered Services of New Mexico, Inc.
3.113	Amended and Restated Articles of Incorporation of Youth and Family Centered Services, Inc.
3.114	Bylaws of Youth and Family Centered Services, Inc.
4.1	Indenture, dated as of November 1, 2011, by and among Acadia Healthcare Company, Inc., the guarantors party thereto and U.S. Bank National Association. (*Incorporated by reference to Acadia Healthcare Company, Inc.'s report on Form 8-K filed with the SEC on November 1, 2011).*
4.2	Form of 12.875% Senior Note due 2018. (*Incorporated by reference to Acadia Healthcare Company, Inc.'s report on Form 8-K filed with the SEC on November 1, 2011).*
4.3	Registration Rights Agreement, dated November 1, 2011, by and among Acadia Healthcare Company, Inc., the guarantors party thereto and Jefferies & Company, Inc. (*Incorporated by reference to Acadia Healthcare Company, Inc.'s report on Form 8-K filed with the SEC on November 1, 2011).*
5.1	Opinion of Kirkland & Ellis LLP regarding the legality of the securities to be issued.
5.2	Opinion of Lewis and Roca LLP regarding the legality of the securities to be issued.
5.3	Opinion of Dover Dixon Horne PLLC regarding the legality of the securities to be issued.
5.4	Opinion of Carlton Fields, P.A. regarding the legality of the securities to be issued.
5.5	Opinion of Sanders & Ranck, P.C. regarding the legality of the securities to be issued.
5.6	Opinion of Frost Brown Todd LLC regarding the legality of the securities to be issued.
5.7	Opinion of Goulston & Storrs - A Professional Corporation regarding the legality of the securities to be issued.
5.8	Opinion of Butler, Snow, O'Mara, Stevens & Cannada, PLLC regarding the legality of the securities to be issued.
5.9	Opinion of Karell Dyre Haney PLLP regarding the legality of the securities to be issued.
5.10	Opinion of Buchanan Ingersoll & Rooney, PC regarding the legality of the securities to be issued.
5.11	Opinion of Nelson Mullins Riley & Scarborough LLP regarding the legality of the securities to be issued.
10.1	Credit Agreement, dated April 1, 2011, by and between Bank of America, NA (Administrative Agent, Swing Line Lender and L/C Issuer) and Acadia Healthcare Company, Inc. (f/k/a Acadia Healthcare Company, LLC). (*Incorporated by reference to Acadia Healthcare Company, Inc.'s registration statement on Form S-4, as amended (File No. 333-175523), originally filed with the SEC on July 13, 2011*).
10.2	First Amendment to the Credit Agreement, dated July 12, 2011, by and among Bank of America, NA (Administrative Agent, Swing Line Lender and L/C Issuer), Acadia Healthcare Company, Inc. (f/k/a Acadia Healthcare Company, LLC), and the lenders listed on the signature pages thereto. (*Incorporated by reference to Acadia Healthcare Company, Inc.'s registration statement on Form S-4, as amended (File No. 333-175523), originally filed with the SEC on July 13, 2011*).
10.3	Second Amendment to the Credit Agreement, dated July 12, 2011, by and among Bank of America, NA (Administrative Agent, Swing Line Lender and L/C Issuer), Acadia Healthcare Company, Inc. (f/k/a Acadia Healthcare Company, LLC), and the lenders listed on the signature pages thereto. (*Incorporated by reference to Acadia Healthcare Company, Inc.'s registration statement on Form S-4, as amended (File No. 333-175523), originally filed with the SEC on July 13, 2011*).
10.4	Third Amendment to the Credit Agreement, dated December 15, 2011, by and among Bank of America, NA (Administrative Agent, Swing Line Lender and L/C Issuer), Acadia Healthcare Company, Inc. (f/k/a Acadia Healthcare Company, LLC), and the lenders listed on the signature pages thereto.

Exhibit Number	Description
10.5	Security and Pledge Agreement, dated April 1, 2011, by and between Bank of America, NA (Administrative Agent, Swing Line Lender and L/C Issuer) and Acadia Healthcare Company, Inc. (f/k/a Acadia Healthcare Company, LLC). (*Incorporated by reference to Acadia Healthcare Company, Inc.'s registration statement on Form S-4, as amended (File No. 333-175523), originally filed with the SEC on July 13, 2011*).
†10.6	Employment Agreement, dated as of January 31, 2011, between Acadia Management Company, Inc. and Joey A. Jacobs. (*Incorporated by reference to Acadia Healthcare Company, Inc.'s registration statement on Form S-4, as amended (File No. 333-175523), originally filed with the SEC on July 13, 2011*).
†10.7	Employment Agreement, dated as of January 31, 2011, between Acadia Management Company, Inc. and Jack E. Polson. (*Incorporated by reference to Acadia Healthcare Company, Inc.'s registration statement on Form S-4, as amended (File No. 333-175523), originally filed with the SEC on July 13, 2011*).
†10.8	Employment Agreement, dated as of January 31, 2011, between Acadia Management Company, Inc. and Brent Turner. (*Incorporated by reference to Acadia Healthcare Company, Inc.'s registration statement on Form S-4, as amended (File No. 333-175523), originally filed with the SEC on July 13, 2011*).
†10.9	Employment Agreement, dated as of January 31, 2011, between Acadia Management Company, Inc. and Christopher L. Howard. (*Incorporated by reference to Acadia Healthcare Company, Inc.'s registration statement on Form S-4, as amended (File No. 333-175523), originally filed with the SEC on July 13, 2011*).
†10.10	Employment Agreement, dated as of January 31, 2011, between Acadia Management Company, Inc. and Ronald M Fincher. (*Incorporated by reference to Acadia Healthcare Company, Inc.'s registration statement on Form S-4, as amended (File No. 333-175523), originally filed with the SEC on July 13, 2011*).
†10.11	Employment Agreement, dated as of March 29, 2011, between Acadia Management Company, Inc. and Norman K. Carter, III. (*Incorporated by reference to Acadia Healthcare Company, Inc.'s registration statement on Form S-4, as amended (File No. 333-175523), originally filed with the SEC on July 13, 2011*).
†10.12	Employment Agreement, dated as of May 23, 2011, by and between Acadia Healthcare Company, Inc. and Robert Boswell. (*Incorporated by reference to Acadia Healthcare Company, Inc.'s registration statement on Form S-4, as amended (File No. 333-175523), originally filed with the SEC on July 13, 2011*).
†10.13	Employment Agreement, dated as of May 23, 2011, by and between Acadia Healthcare Company, Inc. and Bruce A. Shear. (*Incorporated by reference to Acadia Healthcare Company, Inc.'s registration statement on Form S-4, as amended (File No. 333-175523), originally filed with the SEC on July 13, 2011*).
†10.14	Incentive Bonus Letter by and between Norman K. Carter, III and Acadia Management Company, Inc. dated January 4, 2010. (*Incorporated by reference to Acadia Healthcare Company, Inc.'s registration statement on Form S-4, as amended (File No. 333-175523), originally filed with the SEC on July 13, 2011*).
†10.15	PHC, Inc.'s 1993 Stock Purchase and Option Plan, as amended December 2002 (*Incorporated by reference to Acadia Healthcare Company, Inc.'s registration statement on Form S-4, as amended (File No. 333-175523), originally filed with the SEC on July 13, 2011*).
†10.16	PHC, Inc.'s 1995 Non-Employee Director Stock Option Plan, as amended December 2002 (*Incorporated by reference to Acadia Healthcare Company, Inc.'s registration statement on Form S-4, as amended (File No. 333-175523), originally filed with the SEC on July 13, 2011*).

Exhibit Number	Description
†10.17	PHC, Inc.'s 1995 Employee Stock Purchase Plan, as amended December 2002 (*Incorporated by reference to Acadia Healthcare Company, Inc.'s registration statement on Form S-4, as amended (File No. 333-175523), originally filed with the SEC on July 13, 2011*).
†10.18	PHC, Inc.'s 2004 Non-Employee Director Stock Option Plan (*Incorporated by reference to Acadia Healthcare Company, Inc.'s registration statement on Form S-4, as amended (File No. 333-175523), originally filed with the SEC on July 13, 2011*).
†10.19	PHC, Inc.'s 2005 Employee Stock Purchase Plan. (*Incorporated by reference to Acadia Healthcare Company, Inc.'s registration statement on Form S-4, as amended (File No. 333-175523), originally filed with the SEC on July 13, 2011*).
†10.20	PHC, Inc.'s 2003 Stock Purchase and Option Plan, as amended December 2007 (*Incorporated by reference to Acadia Healthcare Company, Inc.'s registration statement on Form S-4, as amended (File No. 333-175523), originally filed with the SEC on July 13, 2011*).
†10.21	Acadia Healthcare Company, Inc. 2011 Incentive Compensation Plan. (*Incorporated by reference to Acadia Healthcare Company, Inc.'s registration statement on Form S-4, as amended (File No. 333-175523), originally filed with the SEC on July 13, 2011*).
†10.22	Form of Restricted Stock Unit Agreement. (*Incorporated by reference to Acadia Healthcare Company, Inc.'s registration statement on Form S-4, as amended (File No. 333-175523), originally filed with the SEC on July 13, 2011*).
†10.23	Form of Incentive Stock Option Agreement. (*Incorporated by reference to Acadia Healthcare Company, Inc.'s registration statement on Form S-4, as amended (File No. 333-175523), originally filed with the SEC on July 13, 2011*).
†10.24	Form of Non-Qualified Stock Option Agreement. (*Incorporated by reference to Acadia Healthcare Company, Inc.'s registration statement on Form S-4, as amended (File No. 333-175523), originally filed with the SEC on July 13, 2011*).
†10.25	Form of Restricted Stock Agreement. (*Incorporated by reference to Acadia Healthcare Company, Inc.'s registration statement on Form S-4, as amended (File No. 333-175523), originally filed with the SEC on July 13, 2011*).
†10.26	Form of Stock Appreciation Rights Agreement. (*Incorporated by reference to Acadia Healthcare Company, Inc.'s registration statement on Form S-4, as amended (File No. 333-175523), originally filed with the SEC on July 13, 2011*).
10.27	Professional Services Agreement, dated as of April 1, 2011, between Waud Capital Partners, L.L.C. and Acadia Healthcare Company, Inc. (f/k/a Acadia Healthcare Company, LLC) (*Incorporated by reference to Acadia Healthcare Company, Inc.'s registration statement on Form S-4, as amended (File No. 333-175523), originally filed with the SEC on July 13, 2011*).
10.28	Engagement Agreement, dated January 7, 2011, between True Partners Consulting LLC and Acadia Healthcare Company, Inc. (*Incorporated by reference to Acadia Healthcare Company, Inc.'s registration statement on Form S-4, as amended (File No. 333-175523), originally filed with the SEC on July 13, 2011*).
10.29	Termination Agreement by and between Waud Capital Partners, L.L.C and Acadia Healthcare Company, Inc. ((*Incorporated by reference to Acadia Healthcare Company, Inc.'s registration statement on Form S-1 (File No. 333-178179), originally filed with the SEC on November 23, 2011*).
10.30	Form of Indemnification Agreement (for directors and officers affiliated with Waud Capital Partners). (*Incorporated by reference to Acadia Healthcare Company, Inc.'s report on Form 8-K filed with the SEC on November 1, 2011).*
10.31	Form of Indemnification Agreement (for directors and officers not affiliated with Waud Capital Partners). (*Incorporated by reference to Acadia Healthcare Company, Inc.'s report on Form 8-K filed with the SEC on November 1, 2011).*

Exhibit Number	Description
12.1	Computation of Ratio of Earnings to Fixed Charges.
21.1	List of Subsidiaries of Acadia.
23.1	Consent of Kirkland & Ellis LLP (*Included in Exhibit 5.1*).
23.2	Consent of Lewis and Roca LLP (*Included in Exhibit 5.2*).
23.3	Consent of Dover Dixon Horne PLLC (*Included in Exhibit 5.3*).
23.4	Consent of Carlton Fields, P.A. (*Included in Exhibit 5.4*).
23.5	Consent of Sanders & Ranck, P.C. (*Included in Exhibit 5.5*).
23.6	Consent of Frost Brown Todd LLC (*Included in Exhibit 5.6*).
23.7	Consent of Goulston & Storrs - A Professional Corporation (*Included in Exhibit 5.7*).
23.8	Consent of Butler, Snow, O'Mara, Stevens & Cannada, PLLC (*Included in Exhibit 5.8*).
23.9	Consent of Karell Dyre Haney PLLP (*Included in Exhibit 5.9*).
23.10	Consent of Buchanan Ingersoll & Rooney, PC (*Included in Exhibit 5.10*).
23.11	Consent of Nelson Mullins Riley & Scarborough LLP (*Included in Exhibit 5.11*).
23.12	Consent of Ernst & Young LLP, an independent registered public accounting firm, with respect to the audited financials of Acadia Healthcare Company, LLC
23.13	Consent of Ernst & Young LLP, an independent registered public accounting firm, with respect to the audited financials of Youth and Family Centered Services, Inc.
23.14	Consent of Ernst & Young LLP, an independent registered public accounting firm, with respect to the audited financials of HHC Delaware, Inc.
23.15	Consent of BDO USA, LLP, an independent registered public accounting firm, with respect to the audited financials of PHC, Inc.
24.1	Powers of Attorney (*Included on the Signature Pages to this Registration Statement*).
25.1	Statement of Eligibility of Trustee on Form T-1 under the Trust Indenture Act of 1939 of U.S. Bank National Association.
99.1	Consent of IBIS World Inc.
99.2	Form of Letter of Transmittal.
99.3	Form of Letter to DTC participants regarding the Exchange Offer.
99.4	Form of Letter to beneficial owners of the Outstanding Notes regarding the Exchange Offer.
101.INS	XBRL Instance Document. *(Provided electronically herewith).*
101.SCH	XBRL Taxonomy Extension Schema Document. *(Provided electronically herewith).*
101.CAL	XBRL Taxonomy Calculation Linkbase Document. *(Provided electronically herewith).*
101.LAB	XBRL Taxonomy Labels Linkbase Document. *(Provided electronically herewith).*
101.PRE	XBRL Taxonomy Presentation Linkbase Document. *(Provided electronically herewith).*
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document. *(Provided electronically herewith).*

† Indicates compensatory plan or arrangement.

* Indicates that the exhibits thereto have been omitted pursuant to Item 601(b)(2) of Regulation S-K. The Registrant will furnish the omitted exhibits to the SEC upon request by the SEC.

Item 22. Undertakings

(a) The undersigned registrants hereby undertake:

(1) to file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

i. to include any prospectus required by Section 10(a)(3) of the Securities Act of 1933, as amended;

ii. to reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

iii. to include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.

(2) that, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) to remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) that for the purpose of determining liability under the Securities Act to any purchaser, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other prospectuses filed in reliance on Rule 430A shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness; provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use;

(5) that for the purpose of determining liability of the registrant under the Securities Act to any purchaser in the initial distribution of the securities, the undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

i. any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;

ii. any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;

iii. the portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

iv. any other communications that is an offer in the offering made by the undersigned registrant to the purchaser; and

(6) Insofar as indemnification for liabilities arising under the Securities Act of 1933, as amended, may be permitted to directors, officers and controlling persons of the registrants pursuant to the foregoing provisions, or otherwise, the registrants have been advised that, in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act of 1933, as amended, and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrants of expenses incurred or paid by a director, officer or controlling person of the registrants in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrants will, unless in the opinion of their counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by them is against public policy as expressed in the Securities Act of 1933, as amended and will be governed by the final adjudication of such issue.

(b) The undersigned registrants hereby undertake to respond to requests for information that is incorporated by reference into the prospectus pursuant to Items 4, 10(b), 11 or 13 of this form, within one business day of receipt of such request, and to send the incorporated documents by first class mail or other equally prompt means. This includes information contained in documents filed subsequent to the effective date of the registration statement through the date of responding to the request.

(c) The undersigned registrants hereby undertake to supply by means of a post-effective amendment all information concerning a transaction, and the company being acquired involved therein, that was not the subject of and included in the registration statement when it became effective.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Acadia Healthcare Company, Inc., a Delaware corporation, has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, Tennessee, on December 15, 2011.

ACADIA HEALTHCARE COMPANY, INC.

By: /s/ Joey A. Jacobs
Name: Joey A. Jacobs
Title: Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Christopher L. Howard and Jack E. Polson, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any or all amendments (including post-effective amendments) to this registration statement under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement and power of attorney have been signed by the following persons in the capacities indicated and on December 15, 2011.

Signature	Title
/s/ Joey A. Jacobs Joey A. Jacobs	Chief Executive Officer and Chairman (Principal Executive Officer)
/s/ Jack E. Polson Jack E. Polson	Executive Vice President, Chief Financial Officer and Treasurer (Principal Financial Officer)
/s/ David Duckworth David Duckworth	Controller (Principal Accounting Officer)
/s/ Charles E. Edwards Charles E. Edwards	Director
/s/ William F. Grieco William F. Grieco	Director
/s/ Matthew A. London Matthew A. London	Director
/s/ Gary A. Mecklenburg Gary A. Mecklenburg	Director
/s/ Bruce A. Shear Bruce A. Shear	Director
/s/ Reeve B. Waud Reeve B. Waud	Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Acadia Abilene, LLC, a Delaware limited liability company, has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, Tennessee, on December 15, 2011.

ACADIA ABILENE, LLC

By: /s/ Joey A. Jacobs
Name: Joey A. Jacobs
Title: President

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Christopher L. Howard and Jack E. Polson, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any or all amendments (including post-effective amendments) to this registration statement under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement and power of attorney have been signed by the following persons in the capacities indicated and on December 15, 2011.

Signature	Title
/s/ Joey A. Jacobs Joey A. Jacobs	President (Principal Executive Officer)
/s/ Jack E. Polson Jack E. Polson	Vice President and Treasurer (Principal Financial and Accounting Officer)
ACADIA HEALTHCARE COMPANY, INC. By: /s/ Joey A. Jacobs Name: Joey A. Jacobs Title: Chief Executive Officer	Sole Manager

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Acadia Hospital of Lafayette, LLC, a Delaware limited liability company, has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, Tennessee, on December 15, 2011.

ACADIA HOSPITAL OF LAFAYETTE, LLC

By: /s/ Joey A. Jacobs
Name: Joey A. Jacobs
Title: President

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Christopher L. Howard and Jack E. Polson, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any or all amendments (including post-effective amendments) to this registration statement under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement and power of attorney have been signed by the following persons in the capacities indicated and on December 15, 2011.

Signature	Title
/s/ Joey A. Jacobs Joey A. Jacobs	President (Principal Executive Officer)
/s/ Jack E. Polson Jack E. Polson	Vice President and Treasurer (Principal Financial and Accounting Officer)
ACADIA HEALTHCARE COMPANY, INC. By: /s/ Joey A. Jacobs Name: Joey A. Jacobs Title: Chief Executive Officer	Sole Manager

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Acadia Hospital of Longview, LLC, a Delaware limited liability company, has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, Tennessee, on December 15, 2011.

ACADIA HOSPITAL OF LONGVIEW, LLC

By: /s/ Joey A. Jacobs
Name: Joey A. Jacobs
Title: President

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Christopher L. Howard and Jack E. Polson, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any or all amendments (including post-effective amendments) to this registration statement under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement and power of attorney have been signed by the following persons in the capacities indicated and on December 15, 2011.

Signature	Title
/s/ Joey A. Jacobs Joey A. Jacobs	President (Principal Executive Officer)
/s/ Jack E. Polson Jack E. Polson	Vice President and Treasurer (Principal Financial and Accounting Officer)
ACADIA HEALTHCARE COMPANY, INC. By: /s/ Joey A. Jacobs Name: Joey A. Jacobs Title: Chief Executive Officer	Sole Manager

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Acadia Louisiana, LLC, a Delaware limited liability company, has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, Tennessee, on December 15, 2011.

ACADIA LOUISIANA, LLC

By: /s/ Joey A. Jacobs
Name: Joey A. Jacobs
Title: President

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Christopher L. Howard and Jack E. Polson, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any or all amendments (including post-effective amendments) to this registration statement under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement and power of attorney have been signed by the following persons in the capacities indicated and on December 15, 2011.

Signature	Title
/s/ Joey A. Jacobs Joey A. Jacobs	President (Principal Executive Officer)
/s/ Jack E. Polson Jack E. Polson	Vice President and Treasurer (Principal Financial and Accounting Officer)
ACADIA HEALTHCARE COMPANY, INC. BY: /s/ Joey A. Jacobs Name: Joey A. Jacobs Title: Chief Executive Officer	Sole Manager

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Acadia Management Company, Inc., a Delaware corporation, has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, Tennessee, on December 15, 2011.

ACADIA MANAGEMENT COMPANY, INC.

By: /s/ Joey A. Jacobs
Name: Joey A. Jacobs
Title: President

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Christopher L. Howard and Jack E. Polson, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any or all amendments (including post-effective amendments) to this registration statement under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement and power of attorney have been signed by the following persons in the capacities indicated and on December 15, 2011.

Signature	Title
/s/ Joey A. Jacobs Joey A. Jacobs	President and Director (Principal Executive Officer)
/s/ Jack E. Polson Jack E. Polson	Vice President and Treasurer (Principal Financial and Accounting Officer)
/s/ Christopher L. Howard Christopher L. Howard	Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Acadia Merger Sub, LLC, a Delaware limited liability company, has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, Tennessee, on December 15, 2011.

ACADIA MERGER SUB, LLC

By: /s/ Joey A. Jacobs
Name: Joey A. Jacobs
Title: President

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Christopher L. Howard and Jack E. Polson, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any or all amendments (including post-effective amendments) to this registration statement under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement and power of attorney have been signed by the following persons in the capacities indicated and on December 15, 2011.

Signature	Title
/s/ Joey A. Jacobs Joey A. Jacobs	President (Principal Executive Officer)
/s/ Jack E. Polson Jack E. Polson	Vice President and Treasurer (Principal Financial and Accounting Officer)
ACADIA HEALTHCARE COMPANY, INC. By: /s/ Joey A. Jacobs Name: Joey A. Jacobs Title: Chief Executive Officer	Sole Member

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Acadia RiverWoods, LLC, a Delaware limited liability company, has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, Tennessee, on December 15, 2011.

ACADIA RIVERWOODS, LLC

By: /s/ Joey A. Jacobs
Name: Joey A. Jacobs
Title: President

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Christopher L. Howard and Jack E. Polson, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any or all amendments (including post-effective amendments) to this registration statement under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement and power of attorney have been signed by the following persons in the capacities indicated and on December 15, 2011.

Signature	Title
/s/ Joey A. Jacobs Joey A. Jacobs	President (Principal Executive Officer)
/s/ Jack E. Polson Jack E. Polson	Vice President and Treasurer (Principal Financial and Accounting Officer)
ACADIA HEALTHCARE COMPANY, INC. By: /s/ Joey A. Jacobs Name: Joey A. Jacobs Title: Chief Executive Officer	Sole Manager

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Acadia Village, LLC, a Delaware limited liability company, has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, Tennessee, on December 15, 2011.

ACADIA VILLAGE, LLC

By: /s/ Joey A. Jacobs
Name: Joey A. Jacobs
Title: President

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Christopher L. Howard and Jack E. Polson, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any or all amendments (including post-effective amendments) to this registration statement under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement and power of attorney have been signed by the following persons in the capacities indicated and on December 15, 2011.

Signature	Title
/s/ Joey A. Jacobs Joey A. Jacobs	President (Principal Executive Officer)
/s/ Jack E. Polson Jack E. Polson	Vice President and Treasurer (Principal Financial and Accounting Officer)
ACADIA HEALTHCARE COMPANY, INC. By: /s/ Joey A. Jacobs Name: Joey A. Jacobs Title: Chief Executive Officer	Sole Manager

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Acadia – YFCS Holdings, Inc., a Delaware corporation, has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, Tennessee, on December 15, 2011.

ACADIA - YFCS HOLDINGS, INC.

By: /s/ Joey A. Jacobs
Name: Joey A. Jacobs
Title: President

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Christopher L. Howard and Jack E. Polson, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any or all amendments (including post-effective amendments) to this registration statement under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement and power of attorney have been signed by the following persons in the capacities indicated and on December 15, 2011.

Signature	Title
/s/ Joey A. Jacobs Joey A. Jacobs	President and Director (Principal Executive Officer)
/s/ Jack E. Polson Jack E. Polson	Vice President and Treasurer (Principal Financial and Accounting Officer)
/s/ Christopher L. Howard Christopher L. Howard	Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Ascent Acquisition Corporation, an Arkansas corporation, has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, Tennessee, on December 15, 2011.

ASCENT ACQUISITION CORPORATION

By: /s/ Joey A. Jacobs
Name: Joey A. Jacobs
Title: President

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Christopher L. Howard and Jack E. Polson, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any or all amendments (including post-effective amendments) to this registration statement under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement and power of attorney have been signed by the following persons in the capacities indicated and on December 15, 2011.

Signature	Title
/s/ Joey A. Jacobs Joey A. Jacobs	President and Director (Principal Executive Officer)
/s/ Jack E. Polson Jack E. Polson	Vice President and Treasurer (Principal Financial and Accounting Officer)
/s/ Christopher L. Howard Christopher L. Howard	Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Ascent Acquisition Corporation - CYPDC, an Arkansas corporation, has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, Tennessee, on December 15, 2011.

ASCENT ACQUISITION CORPORATION - CYPDC

By: /s/ Joey A. Jacobs
Name: Joey A. Jacobs
Title: President

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Christopher L. Howard and Jack E. Polson, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any or all amendments (including post-effective amendments) to this registration statement under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement and power of attorney have been signed by the following persons in the capacities indicated and on December 15, 2011.

Signature	Title
/s/ Joey A. Jacobs Joey A. Jacobs	President and Director (Principal Executive Officer)
/s/ Jack E. Polson Jack E. Polson	Vice President and Treasurer (Principal Financial and Accounting Officer)
/s/ Christopher L. Howard Christopher L. Howard	Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Ascent Acquisition Corporation – PSC, an Arkansas corporation, has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, Tennessee, on December 15, 2011.

ASCENT ACQUISITION CORPORATION - PSC

By: /s/ Joey A. Jacobs
Name: Joey A. Jacobs
Title: President

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Christopher L. Howard and Jack E. Polson, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any or all amendments (including post-effective amendments) to this registration statement under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement and power of attorney have been signed by the following persons in the capacities indicated and on December 15, 2011.

Signature	Title
/s/ Joey A. Jacobs Joey A. Jacobs	President and Director (Principal Executive Officer)
/s/ Jack E. Polson Jack E. Polson	Vice President and Treasurer (Principal Financial and Accounting Officer)
/s/ Christopher L. Howard Christopher L. Howard	Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Behavioral Health Online, Inc., a Massachusetts corporation, has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, Tennessee, on December 15, 2011.

BEHAVIORAL HEALTH ONLINE, INC.

By: /s/ Joey A. Jacobs
Name: Joey A. Jacobs
Title: President

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Christopher L. Howard and Jack E. Polson, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any or all amendments (including post-effective amendments) to this registration statement under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement and power of attorney have been signed by the following persons in the capacities indicated and on December 15, 2011.

Signature	Title
/s/ Joey A. Jacobs Joey A. Jacobs	President and Director (Principal Executive Officer)
/s/ Jack E. Polson Jack E. Polson	Vice President and Treasurer (Principal Financial and Accounting Officer)
/s/ Christopher L. Howard Christopher L. Howard	Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Child & Youth Pediatric Day Clinics, Inc., an Arkansas corporation, has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, Tennessee, on December 15, 2011.

CHILD & YOUTH PEDIATRIC DAY CLINICS, INC.

By: /s/ Joey A. Jacobs
Name: Joey A. Jacobs
Title: President

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Christopher L. Howard and Jack E. Polson, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any or all amendments (including post-effective amendments) to this registration statement under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement and power of attorney have been signed by the following persons in the capacities indicated and on December 15, 2011.

Signature	Title
/s/ Joey A. Jacobs Joey A. Jacobs	President and Director (Principal Executive Officer)
/s/ Jack E. Polson Jack E. Polson	Vice President and Treasurer (Principal Financial and Accounting Officer)
/s/ Christopher L. Howard Christopher L. Howard	Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Childrens Medical Transportation Services, LLC, an Arkansas limited liability company, has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, Tennessee, on December 15, 2011.

CHILDRENS MEDICAL TRANSPORTATION SERVICES, LLC

By: /s/ Joey A. Jacobs
Name: Joey A. Jacobs
Title: President

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Christopher L. Howard and Jack E. Polson, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any or all amendments (including post-effective amendments) to this registration statement under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement and power of attorney have been signed by the following persons in the capacities indicated and on December 15, 2011.

Signature	Title
/s/ Joey A. Jacobs Joey A. Jacobs	President (Principal Executive Officer)
/s/ Jack E. Polson Jack E. Polson	Vice President and Treasurer (Principal Financial and Accounting Officer)
ASCENT ACQUISITION CORPORATION By: /s/ Joey A. Jacobs Name: Joey A. Jacobs Title: President	Sole Member

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Detroit Behavioral Institute, Inc., a Massachusetts corporation, has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, Tennessee, on December 15, 2011.

DETROIT BEHAVIORAL INSTITUTE, INC.

By: /s/ Joey A. Jacobs
Name: Joey A. Jacobs
Title: President

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Christopher L. Howard and Jack E. Polson, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any or all amendments (including post-effective amendments) to this registration statement under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement and power of attorney have been signed by the following persons in the capacities indicated and on December 15, 2011.

Signature	Title
/s/ Joey A. Jacobs Joey A. Jacobs	President and Director (Principal Executive Officer)
/s/ Jack E. Polson Jack E. Polson	Vice President and Treasurer (Principal Financial and Accounting Officer)
/s/ Christopher L. Howard Christopher L. Howard	Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Habilitation Center, Inc., an Arkansas corporation, has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, Tennessee, on December 15, 2011.

HABILITATION CENTER, INC.

By: /s/ Joey A. Jacobs
Name: Joey A. Jacobs
Title: President

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Christopher L. Howard and Jack E. Polson, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any or all amendments (including post-effective amendments) to this registration statement under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement and power of attorney have been signed by the following persons in the capacities indicated and on December 15, 2011.

Signature	Title
/s/ Joey A. Jacobs Joey A. Jacobs	President and Director (Principal Executive Officer)
/s/ Jack E. Polson Jack E. Polson	Vice President and Treasurer (Principal Financial and Accounting Officer)
/s/ Christopher L. Howard Christopher L. Howard	Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Kids Behavioral Health of Montana, Inc., a Montana corporation, has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, Tennessee, on December 15, 2011.

KIDS BEHAVIORAL HEALTH OF MONTANA, INC.

By: /s/ Joey A. Jacobs
Name: Joey A. Jacobs
Title: President

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Christopher L. Howard and Jack E. Polson, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any or all amendments (including post-effective amendments) to this registration statement under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement and power of attorney have been signed by the following persons in the capacities indicated and on December 15, 2011.

Signature	Title
/s/ Joey A. Jacobs Joey A. Jacobs	President and Director (Principal Executive Officer)
/s/ Jack E. Polson Jack E. Polson	Vice President and Treasurer (Principal Financial and Accounting Officer)
/s/ Christopher L. Howard Christopher L. Howard	Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Lakeland Hospital Acquisition Corporation, a Georgia corporation, has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, Tennessee, on December 15, 2011.

LAKELAND HOSPITAL ACQUISITION CORPORATION

By: /s/ Joey A. Jacobs
Name: Joey A. Jacobs
Title: President

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Christopher L. Howard and Jack E. Polson, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any or all amendments (including post-effective amendments) to this registration statement under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement and power of attorney have been signed by the following persons in the capacities indicated and on December 15, 2011.

Signature	Title
/s/ Joey A. Jacobs Joey A. Jacobs	President and Director (Principal Executive Officer)
/s/ Jack E. Polson Jack E. Polson	Vice President and Treasurer (Principal Financial and Accounting Officer)
/s/ Christopher L. Howard Christopher L. Howard	Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Lakeview Behavioral Health System LLC, a Delaware limited liability company, has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, Tennessee, on December 15, 2011.

LAKEVIEW BEHAVIORAL HEALTH SYSTEM LLC

By: /s/ Joey A. Jacobs
Name: Joey A. Jacobs
Title: President

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Christopher L. Howard and Jack E. Polson, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any or all amendments (including post-effective amendments) to this registration statement under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement and power of attorney have been signed by the following persons in the capacities indicated and on December 15, 2011.

Signature	Title
/s/ Joey A. Jacobs Joey A. Jacobs	President (Principal Executive Officer)
/s/ Jack E. Polson Jack E. Polson	Vice President and Treasurer (Principal Financial and Accounting Officer)
ACADIA HEALTHCARE COMPANY, INC. By: /s/ Joey A. Jacobs Name: Joey A. Jacobs Title: Chief Executive Officer	Sole Member

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Med Properties, Inc., an Arkansas corporation, has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, Tennessee, on December 15, 2011.

MED PROPERTIES, INC.

By: /s/ Joey A. Jacobs
Name: Joey A. Jacobs
Title: President

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Christopher L. Howard and Jack E. Polson, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any or all amendments (including post-effective amendments) to this registration statement under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement and power of attorney have been signed by the following persons in the capacities indicated and on December 15, 2011.

Signature	Title
/s/ Joey A. Jacobs Joey A. Jacobs	President and Director (Principal Executive Officer)
/s/ Jack E. Polson Jack E. Polson	Vice President and Treasurer (Principal Financial and Accounting Officer)
/s/ Christopher L. Howard Christopher L. Howard	Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Meducare Transport, L.L.C., an Arkansas limited liability company, has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, Tennessee, on December 15, 2011.

MEDUCARE TRANSPORT, L.L.C.

By: /s/ Joey A. Jacobs
Name: Joey A. Jacobs
Title: President

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Christopher L. Howard and Jack E. Polson, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any or all amendments (including post-effective amendments) to this registration statement under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement and power of attorney have been signed by the following persons in the capacities indicated and on December 15, 2011.

Signature	Title
/s/ Joey A. Jacobs Joey A. Jacobs	President (Principal Executive Officer)
/s/ Jack E. Polson Jack E. Polson	Vice President and Treasurer (Principal Financial and Accounting Officer)
ASCENT ACQUISITION CORPORATION By: /s/ Joey A. Jacobs Name: Joey A. Jacobs Title: President	Sole Member

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Memorial Hospital Acquisition Corporation, a New Mexico corporation, has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, Tennessee, on December 15, 2011.

MEMORIAL HOSPITAL ACQUISITION CORPORATION

By: /s/ Joey A. Jacobs
Name: Joey A. Jacobs
Title: President

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Christopher L. Howard and Jack E. Polson, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any or all amendments (including post-effective amendments) to this registration statement under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement and power of attorney have been signed by the following persons in the capacities indicated and on December 15, 2011.

Signature	Title
/s/ Joey A. Jacobs Joey A. Jacobs	President and Director (Principal Executive Officer)
/s/ Jack E. Polson Jack E. Polson	Vice President and Treasurer (Principal Financial and Accounting Officer)
/s/ Christopher L. Howard Christopher L. Howard	Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Millcreek Management Corporation, a Georgia corporation, has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, Tennessee, on December 15, 2011.

MILLCREEK MANAGEMENT CORPORATION

By: /s/ Joey A. Jacobs
Name: Joey A. Jacobs
Title: President

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Christopher L. Howard and Jack E. Polson, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any or all amendments (including post-effective amendments) to this registration statement under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement and power of attorney have been signed by the following persons in the capacities indicated and on December 15, 2011.

Signature	Title
/s/ Joey A. Jacobs Joey A. Jacobs	President and Director (Principal Executive Officer)
/s/ Jack E. Polson Jack E. Polson	Vice President and Treasurer (Principal Financial and Accounting Officer)
/s/ Christopher L. Howard Christopher L. Howard	Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Millcreek School of Arkansas, Inc., an Arkansas corporation, has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, Tennessee, on December 15, 2011.

MILLCREEK SCHOOL OF ARKANSAS, INC.

By: /s/ Joey A. Jacobs
Name: Joey A. Jacobs
Title: President

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Christopher L. Howard and Jack E. Polson, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any or all amendments (including post-effective amendments) to this registration statement under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement and power of attorney have been signed by the following persons in the capacities indicated and on December 15, 2011.

Signature	Title
/s/ Joey A. Jacobs Joey A. Jacobs	President and Director (Principal Executive Officer)
/s/ Jack E. Polson Jack E. Polson	Vice President and Treasurer (Principal Financial and Accounting Officer)
/s/ Christopher L. Howard Christopher L. Howard	Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Millcreek Schools Inc., a Mississippi corporation, has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, Tennessee, on December 15, 2011.

MILLCREEK SCHOOLS INC.

By: /s/ Joey A. Jacobs
Name: Joey A. Jacobs
Title: President

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Christopher L. Howard and Jack E. Polson, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any or all amendments (including post-effective amendments) to this registration statement under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement and power of attorney have been signed by the following persons in the capacities indicated and on December 15, 2011.

Signature	Title
/s/ Joey A. Jacobs Joey A. Jacobs	President and Director (Principal Executive Officer)
/s/ Jack E. Polson Jack E. Polson	Vice President and Treasurer (Principal Financial and Accounting Officer)
/s/ Christopher L. Howard Christopher L. Howard	Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, North Point—Pioneer, Inc., a Massachusetts corporation, has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, Tennessee, on December 15, 2011.

NORTH POINT - PIONEER, INC.

By: /s/ Joey A. Jacobs
Name: Joey A. Jacobs
Title: President

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Christopher L. Howard and Jack E. Polson, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any or all amendments (including post-effective amendments) to this registration statement under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement and power of attorney have been signed by the following persons in the capacities indicated and on December 15, 2011.

Signature	Title
/s/ Joey A. Jacobs Joey A. Jacobs	President and Director (Principal Executive Officer)
/s/ Jack E. Polson Jack E. Polson	Vice President and Treasurer (Principal Financial and Accounting Officer)
/s/ Christopher L. Howard Christopher L. Howard	Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Options Community Based Services, Inc., an Indiana corporation, has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, Tennessee, on December 15, 2011.

OPTIONS COMMUNITY BASED SERVICES, INC.

By: /s/ Joey A. Jacobs
Name: Joey A. Jacobs
Title: President

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Christopher L. Howard and Jack E. Polson, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any or all amendments (including post-effective amendments) to this registration statement under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement and power of attorney have been signed by the following persons in the capacities indicated and on December 15, 2011.

Signature	Title
/s/ Joey A. Jacobs Joey A. Jacobs	President and Director (Principal Executive Officer)
/s/ Jack E. Polson Jack E. Polson	Vice President and Treasurer (Principal Financial and Accounting Officer)
/s/ Christopher L. Howard Christopher L. Howard	Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Options Treatment Center Acquisition Corporation, an Indiana corporation, has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, Tennessee, on December 15, 2011.

OPTIONS TREATMENT CENTER ACQUISITION CORPORATION

By: /s/ Joey A. Jacobs
Name: Joey A. Jacobs
Title: President

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Christopher L. Howard and Jack E. Polson, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any or all amendments (including post-effective amendments) to this registration statement under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement and power of attorney have been signed by the following persons in the capacities indicated and on December 15, 2011.

Signature	Title
/s/ Joey A. Jacobs Joey A. Jacobs	President and Director (Principal Executive Officer)
/s/ Jack E. Polson Jack E. Polson	Vice President and Treasurer (Principal Financial and Accounting Officer)
/s/ Christopher L. Howard Christopher L. Howard	Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Pediatric Specialty Care Properties, LLC, an Arkansas limited liability company, has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, Tennessee, on December 15, 2011.

PEDIATRIC SPECIALTY CARE PROPERTIES, LLC

By: /s/ Joey A. Jacobs
Name: Joey A. Jacobs
Title: President

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Christopher L. Howard and Jack E. Polson, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any or all amendments (including post-effective amendments) to this registration statement under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement and power of attorney have been signed by the following persons in the capacities indicated and on December 15, 2011.

Signature	Title
/s/ Joey A. Jacobs Joey A. Jacobs	President (Principal Executive Officer)
/s/ Jack E. Polson Jack E. Polson	Vice President and Treasurer (Principal Financial and Accounting Officer)
ASCENT ACQUISITION CORPORATION By: /s/ Joey A. Jacobs Name: Joey A. Jacobs Title: President	Sole Member

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Pediatric Specialty Care, Inc., an Arkansas corporation, has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, Tennessee, on December 15, 2011.

PEDIATRIC SPECIALTY CARE, INC.

By: /s/ Joey A. Jacobs
Name: Joey A. Jacobs
Title: President

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Christopher L. Howard and Jack E. Polson, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any or all amendments (including post-effective amendments) to this registration statement under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement and power of attorney have been signed by the following persons in the capacities indicated and on December 15, 2011.

Signature	Title
/s/ Joey A. Jacobs Joey A. Jacobs	President and Director (Principal Executive Officer)
/s/ Jack E. Polson Jack E. Polson	Vice President and Treasurer (Principal Financial and Accounting Officer)
/s/ Christopher L. Howard Christopher L. Howard	Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, PHC MeadowWood, Inc., a Delaware corporation, has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, Tennessee, on December 15, 2011.

PHC MEADOWWOOD, INC.

By: /s/ Joey A. Jacobs
Name: Joey A. Jacobs
Title: President

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Christopher L. Howard and Jack E. Polson, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any or all amendments (including post-effective amendments) to this registration statement under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement and power of attorney have been signed by the following persons in the capacities indicated and on December 15, 2011.

Signature	Title
/s/ Joey A. Jacobs Joey A. Jacobs	President and Director (Principal Executive Officer)
/s/ Jack E. Polson Jack E. Polson	Vice President and Treasurer (Principal Financial and Accounting Officer)
/s/ Christopher L. Howard Christopher L. Howard	Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, PHC of Michigan, Inc., a Massachusetts corporation, has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, Tennessee, on December 15, 2011.

PHC OF MICHIGAN, INC.

By: /s/ Joey A. Jacobs
Name: Joey A. Jacobs
Title: President

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Christopher L. Howard and Jack E. Polson, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any or all amendments (including post-effective amendments) to this registration statement under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement and power of attorney have been signed by the following persons in the capacities indicated and on December 15, 2011.

Signature	Title
/s/ Joey A. Jacobs Joey A. Jacobs	President and Director (Principal Executive Officer)
/s/ Jack E. Polson Jack E. Polson	Vice President and Treasurer (Principal Financial and Accounting Officer)
/s/ Christopher L. Howard Christopher L. Howard	Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, PHC of Nevada, Inc., a Massachusetts corporation, has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, Tennessee, on December 15, 2011.

PHC OF NEVADA, INC.

By: /s/ Joey A. Jacobs
Name: Joey A. Jacobs
Title: President

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Christopher L. Howard and Jack E. Polson, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any or all amendments (including post-effective amendments) to this registration statement under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement and power of attorney have been signed by the following persons in the capacities indicated and on December 15, 2011.

Signature	Title
/s/ Joey A. Jacobs Joey A. Jacobs	President and Director (Principal Executive Officer)
/s/ Jack E. Polson Jack E. Polson	Vice President and Treasurer (Principal Financial and Accounting Officer)
/s/ Christopher L. Howard Christopher L. Howard	Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, PHC of Utah, Inc., a Massachusetts corporation, has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, Tennessee, on December 15, 2011.

PHC OF UTAH, INC.

By: /s/ Joey A. Jacobs
Name: Joey A. Jacobs
Title: President

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Christopher L. Howard and Jack E. Polson, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any or all amendments (including post-effective amendments) to this registration statement under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement and power of attorney have been signed by the following persons in the capacities indicated and on December 15, 2011.

Signature	Title
/s/ Joey A. Jacobs Joey A. Jacobs	President and Director (Principal Executive Officer)
/s/ Jack E. Polson Jack E. Polson	Vice President and Treasurer (Principal Financial and Accounting Officer)
/s/ Christopher L. Howard Christopher L. Howard	Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, PHC of Virginia, Inc., a Massachusetts corporation, has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, Tennessee, on December 15, 2011.

PHC OF VIRGINIA, INC.

By: /s/ Joey A. Jacobs
Name: Joey A. Jacobs
Title: President

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Christopher L. Howard and Jack E. Polson, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any or all amendments (including post-effective amendments) to this registration statement under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement and power of attorney have been signed by the following persons in the capacities indicated and on December 15, 2011.

Signature	Title
/s/ Joey A. Jacobs Joey A. Jacobs	President and Director (Principal Executive Officer)
/s/ Jack E. Polson Jack E. Polson	Vice President and Treasurer (Principal Financial and Accounting Officer)
/s/ Christopher L. Howard Christopher L. Howard	Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Psychiatric Resource Partners, Inc., a Delaware corporation, has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, Tennessee, on December 15, 2011.

PSYCHIATRIC RESOURCE PARTNERS, INC.

By: /s/ Joey A. Jacobs
Name: Joey A. Jacobs
Title: President

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Christopher L. Howard and Jack E. Polson, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any or all amendments (including post-effective amendments) to this registration statement under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement and power of attorney have been signed by the following persons in the capacities indicated and on December 15, 2011.

Signature	Title
/s/ Joey A. Jacobs Joey A. Jacobs	President and Director (Principal Executive Officer)
/s/ Jack E. Polson Jack E. Polson	Vice President and Treasurer (Principal Financial and Accounting Officer)
/s/ Christopher L. Howard Christopher L. Howard	Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, PsychSolutions Acquisition Corporation, a Florida corporation, has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, Tennessee, on December 15, 2011.

PSYCHSOLUTIONS ACQUISITION CORPORATION

By: /s/ Joey A. Jacobs
Name: Joey A. Jacobs
Title: President

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Christopher L. Howard and Jack E. Polson, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any or all amendments (including post-effective amendments) to this registration statement under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement and power of attorney have been signed by the following persons in the capacities indicated and on December 15, 2011.

Signature	Title
/s/ Joey A. Jacobs Joey A. Jacobs	President and Director (Principal Executive Officer)
/s/ Jack E. Polson Jack E. Polson	Vice President and Treasurer (Principal Financial and Accounting Officer)
/s/ Christopher L. Howard Christopher L. Howard	Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, PsychSolutions, Inc., a Florida corporation, has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, Tennessee, on December 15, 2011.

PSYCHSOLUTIONS, INC.

By: /s/ Joey A. Jacobs
Name: Joey A. Jacobs
Title: President

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Christopher L. Howard and Jack E. Polson, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any or all amendments (including post-effective amendments) to this registration statement under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement and power of attorney have been signed by the following persons in the capacities indicated and on December 15, 2011.

Signature	Title
/s/ Joey A. Jacobs Joey A. Jacobs	President and Director (Principal Executive Officer)
/s/ Jack E. Polson Jack E. Polson	Vice President and Treasurer (Principal Financial and Accounting Officer)
/s/ Christopher L. Howard Christopher L. Howard	Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Rebound Behavioral Health, LLC, a South Carolina limited liability company, has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, Tennessee, on December 15, 2011.

REBOUND BEHAVIORAL HEALTH, LLC

By: /s/ Joey A. Jacobs
Name: Joey A. Jacobs
Title: President

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Christopher L. Howard and Jack E. Polson, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any or all amendments (including post-effective amendments) to this registration statement under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement and power of attorney have been signed by the following persons in the capacities indicated and on December 15, 2011.

Signature	Title
/s/ Joey A. Jacobs Joey A. Jacobs	President (Principal Executive Officer)
/s/ Jack E. Polson Jack E. Polson	Vice President and Treasurer (Principal Financial and Accounting Officer)
ACADIA HEALTHCARE COMPANY, INC. By: /s/ Joey A. Jacobs Name: Joey A. Jacobs Title: Chief Executive Officer	Sole Member

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Rehabilitation Centers, Inc., a Mississippi corporation, has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, Tennessee, on December 15, 2011.

REHABILITATION CENTERS, INC.

By: /s/ Joey A. Jacobs
Name: Joey A. Jacobs
Title: President

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Christopher L. Howard and Jack E. Polson, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any or all amendments (including post-effective amendments) to this registration statement under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement and power of attorney have been signed by the following persons in the capacities indicated and on December 15, 2011.

Signature	Title
/s/ Joey A. Jacobs Joey A. Jacobs	President and Director (Principal Executive Officer)
/s/ Jack E. Polson Jack E. Polson	Vice President and Treasurer (Principal Financial and Accounting Officer)
/s/ Christopher L. Howard Christopher L. Howard	Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Renaissance Recovery, Inc., a Massachusetts corporation, has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, Tennessee, on December 15, 2011.

RENAISSANCE RECOVERY, INC.

By: /s/ Joey A. Jacobs
Name: Joey A. Jacobs
Title: President

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Christopher L. Howard and Jack E. Polson, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any or all amendments (including post-effective amendments) to this registration statement under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement and power of attorney have been signed by the following persons in the capacities indicated and on December 15, 2011.

Signature	Title
/s/ Joey A. Jacobs Joey A. Jacobs	President and Director (Principal Executive Officer)
/s/ Jack E. Polson Jack E. Polson	Vice President and Treasurer (Principal Financial and Accounting Officer)
/s/ Christopher L. Howard Christopher L. Howard	Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Resolute Acquisition Corporation, an Indiana corporation, has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, Tennessee, on December 15, 2011.

RESOLUTE ACQUISITION CORPORATION

By: /s/ Joey A. Jacobs
Name: Joey A. Jacobs
Title: President

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Christopher L. Howard and Jack E. Polson, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any or all amendments (including post-effective amendments) to this registration statement under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement and power of attorney have been signed by the following persons in the capacities indicated and on December 15, 2011.

Signature	Title
/s/ Joey A. Jacobs Joey A. Jacobs	President and Director (Principal Executive Officer)
/s/ Jack E. Polson Jack E. Polson	Vice President and Treasurer (Principal Financial and Accounting Officer)
/s/ Christopher L. Howard Christopher L. Howard	Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Resource Community Based Services, Inc., an Indiana corporation, has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, Tennessee, on December 15, 2011.

RESOURCE COMMUNITY BASED SERVICES, INC.

By: /s/ Joey A. Jacobs
Name: Joey A. Jacobs
Title: President

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Christopher L. Howard and Jack E. Polson, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any or all amendments (including post-effective amendments) to this registration statement under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement and power of attorney have been signed by the following persons in the capacities indicated and on December 15, 2011.

Signature	Title
/s/ Joey A. Jacobs Joey A. Jacobs	President and Director (Principal Executive Officer)
/s/ Jack E. Polson Jack E. Polson	Vice President and Treasurer (Principal Financial and Accounting Officer)
/s/ Christopher L. Howard Christopher L. Howard	Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, RTC Resource Acquisition Corporation, an Indiana corporation, has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, Tennessee, on December 15, 2011.

RTC RESOURCE ACQUISITION CORPORATION

By: /s/ Joey A. Jacobs
Name: Joey A. Jacobs
Title: President

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Christopher L. Howard and Jack E. Polson, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any or all amendments (including post-effective amendments) to this registration statement under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement and power of attorney have been signed by the following persons in the capacities indicated and on December 15, 2011.

Signature	Title
/s/ Joey A. Jacobs Joey A. Jacobs	President and Director (Principal Executive Officer)
/s/ Jack E. Polson Jack E. Polson	Vice President and Treasurer (Principal Financial and Accounting Officer)
/s/ Christopher L. Howard Christopher L. Howard	Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Seven Hills Hospital, Inc., a Delaware corporation, has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, Tennessee, on December 15, 2011.

SEVEN HILLS HOSPITAL, INC.

By: /s/ Joey A. Jacobs
Name: Joey A. Jacobs
Title: President

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Christopher L. Howard and Jack E. Polson, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any or all amendments (including post-effective amendments) to this registration statement under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement and power of attorney have been signed by the following persons in the capacities indicated and on December 15, 2011.

Signature	Title
/s/ Joey A. Jacobs Joey A. Jacobs	President and Director (Principal Executive Officer)
/s/ Jack E. Polson Jack E. Polson	Vice President and Treasurer (Principal Financial and Accounting Officer)
/s/ Christopher L. Howard Christopher L. Howard	Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Southwestern Children's Health Services, Inc., an Arizona corporation, has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, Tennessee, on December 15, 2011.

SOUTHWESTERN CHILDREN'S HEALTH SERVICES, INC.

By: /s/ Joey A. Jacobs
Name: Joey A. Jacobs
Title: President

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Christopher L. Howard and Jack E. Polson, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any or all amendments (including post-effective amendments) to this registration statement under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement and power of attorney have been signed by the following persons in the capacities indicated and on December 15, 2011.

Signature	Title
/s/ Joey A. Jacobs Joey A. Jacobs	President and Director (Principal Executive Officer)
/s/ Jack E. Polson Jack E. Polson	Vice President and Treasurer (Principal Financial and Accounting Officer)
/s/ Christopher L. Howard Christopher L. Howard	Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Southwood Psychiatric Hospital, Inc., a Pennsylvania corporation, has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, Tennessee, on December 15, 2011.

SOUTHWOOD PSYCHIATRIC HOSPITAL, INC.

By: /s/ Joey A. Jacobs
Name: Joey A. Jacobs
Title: President

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Christopher L. Howard and Jack E. Polson, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any or all amendments (including post-effective amendments) to this registration statement under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement and power of attorney have been signed by the following persons in the capacities indicated and on December 15, 2011.

Signature	Title
/s/ Joey A. Jacobs Joey A. Jacobs	President and Director (Principal Executive Officer)
/s/ Jack E. Polson Jack E. Polson	Vice President and Treasurer (Principal Financial and Accounting Officer)
/s/ Christopher L. Howard Christopher L. Howard	Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Success Acquisition Corporation, an Indiana corporation, has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, Tennessee, on December 15, 2011.

SUCCESS ACQUISITION CORPORATION

By: /s/ Joey A. Jacobs
Name: Joey A. Jacobs
Title: President

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Christopher L. Howard and Jack E. Polson, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any or all amendments (including post-effective amendments) to this registration statement under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement and power of attorney have been signed by the following persons in the capacities indicated and on December 15, 2011.

Signature	Title
/s/ Joey A. Jacobs Joey A. Jacobs	President and Director (Principal Executive Officer)
/s/ Jack E. Polson Jack E. Polson	Vice President and Treasurer (Principal Financial and Accounting Officer)
/s/ Christopher L. Howard Christopher L. Howard	Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Suncoast Behavioral, LLC, a Delaware limited liability company, has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, Tennessee, on December 15, 2011.

SUNCOAST BEHAVIORAL, LLC

By: /s/ Joey A. Jacobs
Name: Joey A. Jacobs
Title: President

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Christopher L. Howard and Jack E. Polson, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any or all amendments (including post-effective amendments) to this registration statement under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement and power of attorney have been signed by the following persons in the capacities indicated and on December 15, 2011.

Signature	Title
/s/ Joey A. Jacobs Joey A. Jacobs	President (Principal Executive Officer)
/s/ Jack E. Polson Jack E. Polson	Vice President and Treasurer (Principal Financial and Accounting Officer)

ACADIA HEALTHCARE COMPANY, INC. Sole Manager

By: /s/ Joey A. Jacobs
Name: Joey A. Jacobs
Title: Chief Executive Officer

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Wellplace, Inc., a Massachusetts corporation, has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, Tennessee, on December 15, 2011.

WELLPLACE, INC.

By: /s/ Joey A. Jacobs
Name: Joey A. Jacobs
Title: President

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Christopher L. Howard and Jack E. Polson, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any or all amendments (including post-effective amendments) to this registration statement under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement and power of attorney have been signed by the following persons in the capacities indicated and on December 15, 2011.

Signature	Title
/s/ Joey A. Jacobs Joey A. Jacobs	President and Director (Principal Executive Officer)
/s/ Jack E. Polson Jack E. Polson	Vice President and Treasurer (Principal Financial and Accounting Officer)
/s/ Christopher L. Howard Christopher L. Howard	Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, YFCS Holdings - Georgia, Inc., a Georgia corporation, has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, Tennessee, on December 15, 2011.

YFCS HOLDINGS - GEORGIA, INC.

By: /s/ Joey A. Jacobs
Name: Joey A. Jacobs
Title: President

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Christopher L. Howard and Jack E. Polson, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any or all amendments (including post-effective amendments) to this registration statement under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement and power of attorney have been signed by the following persons in the capacities indicated and on December 15, 2011.

Signature	Title
/s/ Joey A. Jacobs Joey A. Jacobs	President and Director (Principal Executive Officer)
/s/ Jack E. Polson Jack E. Polson	Vice President and Treasurer (Principal Financial and Accounting Officer)
/s/ Christopher L. Howard Christopher L. Howard	Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, YFCS Management, Inc., a Georgia corporation, has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, Tennessee, on December 15, 2011.

YFCS MANAGEMENT, INC.

By: /s/ Joey A. Jacobs
Name: Joey A. Jacobs
Title: President

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Christopher L. Howard and Jack E. Polson, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any or all amendments (including post-effective amendments) to this registration statement under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement and power of attorney have been signed by the following persons in the capacities indicated and on December 15, 2011.

Signature	Title
/s/ Joey A. Jacobs Joey A. Jacobs	President and Director (Principal Executive Officer)
/s/ Jack E. Polson Jack E. Polson	Vice President and Treasurer (Principal Financial and Accounting Officer)
/s/ Christopher L. Howard Christopher L. Howard	Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Youth and Family Centered Services of Florida, Inc., a Florida corporation, has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, Tennessee, on December 15, 2011.

YOUTH AND FAMILY CENTERED SERVICES OF FLORIDA, INC.

By: /s/ Joey A. Jacobs
Name: Joey A. Jacobs
Title: President

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Christopher L. Howard and Jack E. Polson, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any or all amendments (including post-effective amendments) to this registration statement under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement and power of attorney have been signed by the following persons in the capacities indicated and on December 15, 2011.

Signature	Title
/s/ Joey A. Jacobs Joey A. Jacobs	President and Director (Principal Executive Officer)
/s/ Jack E. Polson Jack E. Polson	Vice President and Treasurer (Principal Financial and Accounting Officer)
/s/ Christopher L. Howard Christopher L. Howard	Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Youth and Family Centered Services of New Mexico, Inc., a New Mexico corporation, has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, Tennessee, on December 15, 2011.

YOUTH AND FAMILY CENTERED SERVICES OF NEW MEXICO, INC.

By: /s/ Joey A. Jacobs
Name: Joey A. Jacobs
Title: President

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Christopher L. Howard and Jack E. Polson, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any or all amendments (including post-effective amendments) to this registration statement under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement and power of attorney have been signed by the following persons in the capacities indicated and on December 15, 2011.

Signature	Title
/s/ Joey A. Jacobs Joey A. Jacobs	President and Director (Principal Executive Officer)
/s/ Jack E. Polson Jack E. Polson	Vice President and Treasurer (Principal Financial and Accounting Officer)
/s/ Christopher L. Howard Christopher L. Howard	Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Youth and Family Centered Services, Inc., a Georgia corporation, has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, Tennessee, on December 15, 2011.

YOUTH AND FAMILY CENTERED SERVICES, INC.

By: /s/ Joey A. Jacobs
Name: Joey A. Jacobs
Title: President

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Christopher L. Howard and Jack E. Polson, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any or all amendments (including post-effective amendments) to this registration statement under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement and power of attorney have been signed by the following persons in the capacities indicated and on December 15, 2011.

Signature	Title
/s/ Joey A. Jacobs Joey A. Jacobs	President and Director (Principal Executive Officer)
/s/ Jack E. Polson Jack E. Polson	Vice President and Treasurer (Principal Financial and Accounting Officer)
/s/ Christopher L. Howard Christopher L. Howard	Director

Exhibit 3.3

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:51 PM 12/12/2006
FILED 04:48 PM 12/12/2006
SRV 061136551 – 4266333 FILE

CERTIFICATE OF FORMATION

OF

ACADIA ABILENE, LLC

*** * ***

This Certificate of Formation of Acadia Abilene, LLC (the "Company"), is being executed and filed by the undersigned, as an authorized person, for the purpose of forming a limited liability company under the Delaware Limited Liability Company Act.

1. The name of the limited liability company is Acadia Abilene, LLC.

2. The Company's registered office in the State of Delaware is located at Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801, County of New Castle. The registered agent of the Company for service of process at such address is The Corporation Trust Company.

3. This Certificate of Formation shall become effective as of December 12, 2006.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of the 12th day of December, 2006.

/s/ Sulin Shah
Sulin Shah
Authorized Person

STATE OF DELAWARE
CERTIFICATE OF CHANGE OF AGENT
AMENDMENT OF LIMITED LIABILITY COMPANY

The limited liability company organized and existing under and by virtue of the Limited Liability Company Act of the State of Delaware, does hereby certify:

1. The name of the company is Acadia Abilene, LLC

2. The Certificate of Formation of the company is hereby amended to change the name and address of the registered agent and the address of the registered office within the State of Delaware as follows:

National Registered Agents, Inc.
160 Greentree Drive, Suite 101
Dover, Delaware 19904
County of Kent

Executed on 9/15/09

/s/ Robert Swinson
Name: Robert Swinson
Title: Authorized Person

State of Delaware
Secretary of State
Division of Corporations
Delivered 05:10 PM 10/08/2009
FILED 04:59 PM 10/08/2009
SRV 090922562 – 4266333 FILE

Exhibit 3.4

LIMITED LIABILITY COMPANY AGREEMENT OF
ACADIA ABILENE, LLC

THIS LIMITED LIABILITY COMPANY AGREEMENT, dated effective as of the 12th day of December, 2006 (this "Agreement"), is adopted, executed and agreed to, for good and valuable consideration, by the sole Initial Member. Certain terms used herein are defined in Section 1.6.

ARTICLE I

GENERAL PROVISIONS; CAPITAL CONTRIBUTIONS; DEFINITIONS

Section 1.1 Formation. The formation of Acadia Abilene, LLC (the "LLC") pursuant to and in accordance with the Delaware Limited Liability Company Act, 6 Del. C. §18-101, et seq., as amended from time to time (the "Act"), occurred on December 12, 2006. An authorized person, within the meaning of the Act, has executed, delivered and filed the certificate of formation of the LLC (the "Certificate"). Upon the Initial Member's (i) execution of this Agreement or a counterpart hereof and (ii) the making of the capital contribution required by Section 1.5, such Member shall be admitted to the LLC as its sole initial member.

Section 1.2 Name. The name of the LLC will be "Acadia Abilene, LLC," or such other name or names as the Manager may from time to time designate.

Section 1.3 Purpose. The LLC's purpose shall be to carry on any activities which may be lawfully be carried on by a limited liability company organized pursuant to the Act.

Section 1.4 Registered Office; Registered Agent; Place of Business. The registered office of the LLC required by the Act to be maintained in the State of Delaware shall be the office of the initial registered agent named in the Certificate or such other office (which need not be a place of business of the LLC) as the Manager may designate from time to time in the manner provided by law. The registered agent of the LLC in the State of Delaware shall be the initial registered agent named in the Certificate or such other person or persons as the Manager may designate from time to time in the manner provided by law. The LLC will maintain an office and principal place of business at such place or places inside or outside the State of Delaware as the Manager may designate from time to time.

Section 1.5 Capital Contributions.

(a) The Initial Member shall, promptly following the execution of this Agreement, contribute to the capital of the LLC the amount set forth on Schedule I. All future capital contributions made by any Participant shall be reflected on the Company's books and records. Persons hereafter admitted as Members of the LLC shall make such contributions of cash (or promissory obligations), property or services to the LLC as shall be determined by the Manager and the Member making the contribution in their sole discretion at the time of each such admission.

(b) No Participant shall have any responsibility to restore any negative balance in his, her or its Capital Account or to contribute to or in respect of liabilities or obligations of the LLC, whether arising in tort, contract or otherwise, or return distributions made by the LLC except as required by the Act or other applicable law. The failure of the LLC to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on the Participants for liabilities of the LLC.

(c) No interest shall be paid by the LLC on capital contributions or on balances in Capital Accounts.

(d) A Participant shall not be entitled to withdraw any part of its Capital Account or to receive any distributions from the LLC except as provided in Articles III and V; nor shall a Participant be entitled to make any capital contribution to the LLC other than as expressly provided herein. Any Participant may, with the approval of the Manager, make loans to the LLC, and any loan by a Participant to the LLC shall not be considered to be a capital contribution for any purpose and shall not result in an increase in the amount of the Capital Account of such Participant.

Section 1.6 Definitions. For purposes of this Agreement:

"Assignee" means a person or entity to whom an LLC interest has been transferred in a Transfer described in Section 4.3, unless and until such person or entity becomes a Member with respect to such LLC interest.

"Book Value" means, with respect to any LLC property, the LLC's adjusted basis for federal income tax purposes, except that the initial Book Value of any property contributed to the LLC shall be the value of such property on the date of such contribution, as agreed by the Manager and the Member contributing the property, and the Book Value of any LLC property shall be adjusted pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(e) (in connection with a distribution of such property) or (f) (in connection with a revaluation of Capital Accounts).

"Capital Account" has the meaning set forth in Section 2.1.

"Code" means the Internal Revenue Code of 1986, as amended from time to time, and the regulations promulgated thereunder.

"Event of Withdrawal" means the death or dissolution of a Member.

"Initial Member" means Acadia Healthcare Company, LLC.

"Losses" for any period means all items of LLC loss, deduction and expense for such period determined according to Section 2.2.

"Majority in Interest" means the Member(s) holding a majority of Percentage Interests of all Members.

"Manager" means the party identified as such on Schedule I as the manager or its successor as provided for in Section 4.1(d) below. There shall be only one Manager.

"Member" means any of the parties identified on Schedule I as a member or admitted as a member after the date of this Agreement in accordance with the terms hereof, in each case for so long as such person continues to be a member hereunder.

"Participant" means a Member, a Terminated Member or an Assignee.

"Percentage Interest" means, in respect of each Participant, such Participant's interest in the income, gains, losses, deductions and expenses of the LLC as set forth on Schedule I.

"Profits" for any period means all items of LLC income and gain for such period determined according to Section 2.2.

"Terminated Member" means a person who has ceased to be a Member pursuant to Section 4.6.

Section 1.7 Term. The LLC shall continue until dissolved and terminated in accordance with Article V of this Agreement.

Section 1.8 No State-Law Partnership. The Participant(s) intend that the LLC not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Participant be a partner or joint venturer of any other Participant, for any purposes other than federal and, if applicable, state tax purposes, and neither this Agreement nor any other document entered into by the LLC or any Participant shall be construed to suggest otherwise. The Participant(s) intend that the LLC shall be treated as a partnership for federal and, if applicable, state income tax purposes, and that each Participant and the LLC shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

ARTICLE II

CAPITAL ACCOUNTS

Section 2.1 Capital Accounts. A "Capital Account" will be established for each Participant on the books of the LLC and will be adjusted as follows:

(a) Such Participant's contributions to the capital of the LLC will be credited to his, her or its Capital Account when received by the LLC.

(b) At the end of each fiscal year of the LLC and upon dissolution and winding up of the LLC pursuant to Article V, Profits for such period allocated to such Participant pursuant to Section 3.2 shall be credited and Losses for such period allocated to such Participant pursuant to Section 3.2 shall be debited, as the case may be, to such Participant's Capital Account.

(c) Any amounts distributed to such Participant will be debited against his, her or its Capital Account.

(d) Such Participant's Capital Account will otherwise be adjusted in accordance with Treas. Reg. §1.704-l(b)(2)(iv).

Section 2.2 Computation of Amounts. For purposes of computing the amount of any item of income, gain, loss, deduction or expense to be reflected in Capital Accounts, the determination, recognition and classification of each such item shall be the same as its determination, recognition and classification for federal income tax purposes; provided that

(a) any income that is exempt from Federal income tax shall be added to such taxable income or losses and any expenditures of the LLC described in Section 705(a)(2)(B) of the Code or treated as Code Section 705(a)(2)(B) expenditures pursuant to Treasury Regulation Section 1.704-l(b)(2)(iv)(i), shall be subtracted from such taxable income or losses;

(b) if the Book Value of any LLC property is adjusted pursuant to Treasury Regulation Section 1.704-l(b)(2)(iv)(e) (in connection with a distribution of such property) or (f) (in connection with a revaluation of Capital Accounts), the amount of such adjustment shall be taken into account as gain or loss from the disposition of such property; and

(c) if property that is reflected on the books of the LLC has a Book Value that differs from the adjusted tax basis of such property, depreciation, amortization and gain or loss with respect to such property shall be determined by reference to such Book Value.

Section 2.3 Distribution in Kind. If securities are to be distributed in kind to the Participants pursuant to this Agreement, (i) such securities shall first be written up or down pursuant to Section 2.2(b) to their value (as determined pursuant to Article VI as of the date of such distribution), (ii) the Capital Accounts of the Participant(s) shall be adjusted immediately prior to the distribution as if such securities were sold at their value (as so determined) and (iii) the value of such securities (as so determined) received by each Participant shall be debited against his, her or its respective Capital Account at the time of distribution.

ARTICLE III

DISTRIBUTIONS AND ALLOCATIONS

Section 3.1 Distributions. Distributions of cash or other assets of the LLC shall be made at such times and in such amounts as the Manager may determine. Unless the Manager determines otherwise, distributions shall be made to Participants pro rata based on the Percentage Interests held by each Participant. Notwithstanding any provision to the contrary contained in this Agreement, the LLC shall not make a distribution to any Participant on account of his, her or its interest in the LLC if such distribution would violate Section 18-607 of the Act or other applicable law.

Section 3.2 Allocation of Profits and Losses. Except as may be required by the Code, each item of income, gain, loss, deduction or expense to the LLC shall be allocated among the Participant(s) in proportion to the Percentage Interests held by each Participant.

ARTICLE IV

MANAGEMENT AND MEMBER RIGHTS

Section 4.1 Management Authority.

(a) The Manager shall have the sole right to manage the business of the LLC and shall have all powers and rights necessary, appropriate or advisable to effectuate and carry out the purposes and business of the LLC, and, no Member other than the Manager, unless such Member is also the Manager, shall have any authority to act for or bind the LLC but shall have only the right to vote on or approve the actions herein specified to be voted on or approved by the Members.

(b) The Manager may appoint such officers, to such terms and to perform such functions as the Manager shall determine in its sole discretion. The Manager may appoint, employ or otherwise contract with such other persons or entities for the transaction of the business of the LLC or the performance of services for or on behalf of the LLC as it shall determine in its sole discretion. The Manager may delegate to any such officer, person or entity such authority to act on behalf of the LLC as the Manager may from time to time deem appropriate in its sole discretion.

(c) When the taking of such action has been authorized by the Manager, any officer of the LLC or any other person specifically authorized by the Manager, may execute any contract or other agreement or document on behalf of the LLC and may execute and file on behalf of the LLC with the Secretary of State of the State of Delaware any certificates of amendment to the LLC's certificate of formation, one or more restated certificates of formation and certificates of merger or consolidation and, upon the dissolution and completion of winding up of the LLC, at any time when there are no Members, or as otherwise provided in the Act, a certificate of cancellation canceling the LLC's certificate of formation.

(d) The Manager may be removed, with or without cause, by the affirmative vote of a Majority in Interest of the Member(s). Upon such removal, a Majority in Interest of the Member(s) shall appoint a successor Manager. The Manager may resign at any time upon ten days' prior notice to the Member(s). Upon such resignation, the Manager may appoint a successor Manager; provided, however, that such successor Manager must be approved by the affirmative vote of a Majority in Interest of the Member(s).

(e) All decisions regarding the management and affairs of the LLC shall be made by the Manager.

Section 4.2 Indemnification. Except as limited by law and subject to the provisions of this Section 4.2, each person and entity shall be entitled to be indemnified and held

harmless on an as incurred basis by the LLC (but only after first making a claim for indemnification available from any other source and only to the extent indemnification is not provided by that source) to the fullest extent permitted under the Act (including indemnification for negligence, gross negligence and breach of fiduciary duty to the extent so authorized) as amended from time to time (but, in the case of any such amendment, only to the extent that such amendment permits the LLC to provide broader indemnification rights than such law permitted the LLC to provide prior to such amendment) against all losses, liabilities and expenses, including attorneys' fees and expenses, arising from claims, actions and proceedings in which such person or entity may be involved, as a party or otherwise, by reason of his being or having been a Manager, Participant or officer of the LLC, or by reason of his serving at the request of the LLC as a director, officer, manager, member, partner, employee or agent of another limited liability company or of a corporation, partnership, joint venture, trust or other enterprise, including a service with respect to an employee benefit plan whether or not such person or entity continues to be such at the time any such loss, liability or expense is paid or incurred. The rights of indemnification provided in this Section 4.2 will be in addition to any rights to which such person may otherwise be entitled by contract or as a matter of law and shall extend to his successors and assigns. In particular, and without limitation of the foregoing, such person or entity shall be entitled to indemnification by the LLC against expenses (as incurred), including attorneys' fees and expenses, incurred by such person or entity upon the delivery by such person or entity to the LLC of a written undertaking (reasonably acceptable to the Manager). The LLC may, to the extent authorized from time to time by the Manager, grant rights to indemnification and to advancement of expenses to any employee or agent of the LLC to the fullest extent of the provisions of this Section 4.2 with respect to the indemnification and advancement of expenses of the Manager, Participants and officers of the LLC.

Section 4.3 Transfer of LLC Interest.

(a) No Participant shall sell, assign, transfer or otherwise dispose of, whether voluntarily or involuntarily or by operation of law (a "Transfer"), all or any portion of his, her or its interest in the LLC without the prior written consent of the Manager, which consent may be given or withheld in its sole discretion. No Participant shall pledge or otherwise encumber all or any portion of his, her or its interest in the LLC, without the prior written consent of the Manager, which consent may be given or withheld in its sole and absolute discretion.

(b) Notwithstanding any other provision of this Agreement, any Transfer by the Participants in contravention of any of the provisions of this Section 4.3 shall be void and ineffective, and shall not bind, or be recognized by, the LLC.

(c) If and to the extent any Transfer of an interest in the LLC is permitted hereunder, this Agreement (including the Exhibits hereto) shall be amended by the Manager to reflect the Transfer of the LLC interest to the transferee, to admit the transferee as a Member and to reflect the elimination of the transferring Participant (or the reduction of such Transferring Participant's interest in the LLC) and (if and to the extent then required by the Act) a certificate of amendment to the Certificate reflecting such admission and elimination (or reduction) shall be filed in accordance with the Act. The effectiveness of the Transfer of an interest in the LLC permitted hereunder and the

admission of any substitute Member pursuant to this Section 4.3 shall be deemed effective immediately prior to the Transfer of an interest in the LLC to such Participant or if later on the first date that the Manager receives evidence of such Transfer, including the terms thereof. If the transferring Participant has transferred all or any of its interest in the LLC pursuant to this Section 4.3, then, immediately following such transfer or if later on the first date that the Manager receives evidence of such Transfer, including the terms thereof, the transferring Participant shall cease to be a Participant with respect to such interest.

(d) Any person or entity who acquires in any manner whatsoever any interest in the LLC, irrespective of whether such person or entity has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefits of the acquisition thereof to have (i) made all of the capital contributions made by, (ii) received all of the distributions received by, and (iii) agreed to be subject to and bound by all the terms and conditions of this Agreement that, any predecessor in such interest in the LLC made, received and was subject to or bound by.

Section 4.4 Member Rights; Meetings.

(a) No Member, unless such Member is also the Manager, shall have any right, power or duty, including the right to approve or vote on any matter, except as expressly required by the Act or other applicable law or as expressly provided for hereunder.

(b) Unless a greater vote is required by the Act or as expressly provided for hereunder, the affirmative vote of a Majority in Interest of the Member(s) entitled to vote shall be required to approve any proposed action.

(c) Meetings of the Member(s) for the transaction of such business as may properly come before such Member(s) shall be held at such place, on such date and at such time as the Manager shall determine. Special meetings of Member(s) for any proper purpose or purposes may be called at any time by the Manager or the Member(s) holding a Majority in Interest. The LLC shall deliver oral or written notice (written notice may be delivered by mail) stating the date, time, place and purposes of any meeting to each Member entitled to vote at the meeting. Such notice shall be given not less than four (4) and no more than sixty (60) days before the date of the meeting.

(d) Any action required or permitted to be taken at an annual or special meeting of the Member(s) may be taken without a meeting, without prior notice, and without a vote, provided that written consents, setting forth all proposed actions to be taken at such meeting, are signed by the Member(s) holding at least the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all Member(s) entitled to vote on such action were present and voted. Every written consent shall bear the date and signature of each Member who signs such consent. Prompt notice of the taking of action without a meeting by less than unanimous written consent shall be given to all Members who have not consented in writing to such action.

Section 4.5 Additional Members. The Manager shall have the sole right to admit additional Members upon such terms and conditions, at such time or times as the Manager shall in its sole discretion determine. In connection with any such admission, the Manager shall amend Schedule I to reflect the name, address and capital contribution of the additional Member and the new Percentage Interests of all Participants.

Section 4.6 Termination of a Member. A person or entity will no longer be a Member for purposes of this Agreement upon an Event of Withdrawal. The Terminated Member shall only be entitled to continue to receive allocation of Profits and Losses and distributions of the LLC, including distributions pursuant to Article V hereof, as and when paid by the LLC, to the same extent such Terminated Member was entitled to such distributions as a Member. Except as provided in Section 8.1, such Terminated Member will not be entitled to participate in any LLC decision or determination, and his, her or its successors and assigns will acquire only his, her or its right to receive allocation of Profits and Losses and to share in LLC distributions.

Section 4.7 Outside Businesses. Any Participant may engage in or possess an interest in other business ventures of any nature or description, independently or with others, similar or dissimilar to the business of the LLC, and the LLC and the Participants shall have no rights by virtue of this Agreement in and to such independent ventures or the income or gains derived therefrom, and the pursuit of any such venture, even if competitive with the business of the LLC, shall not be deemed wrongful or improper. No Participant shall be obligated to present any particular investment opportunity to the LLC even if such opportunity is of a character that, if presented to the LLC, could be taken by the LLC, and any Participant shall have the right to take for his, her or its own account (individually or as a partner or fiduciary) or to recommend to others any such particular investment opportunity.

ARTICLE V

DURATION

Section 5.1 Duration. Subject to the provisions of Section 5.2 of this Agreement, the LLC shall be dissolved and its affairs wound up and terminated upon the first to occur of the following:

(a) The death, dissolution, resignation or removal of the Manager; or

(b) The entry of a decree of judicial dissolution under Section 18-802 of the Act.

Except as otherwise set forth in this Article V, the Member(s) intend for the Company to have perpetual existence.

Section 5.2 Continuation of the LLC. Notwithstanding the provisions of Section 5.1(c) hereof, the occurrence of an Event of Withdrawal shall not dissolve the LLC if within ninety (90) days after the occurrence of such Event of Withdrawal, the business of the LLC is continued by the agreement of remaining Member(s) holding not less than a majority in interest (as defined in Revenue Procedure 94.46 or any successor thereto) of the remaining Member(s).

Section 5.3 Winding Up.

Upon dissolution of the LLC, the LLC shall be liquidated in an orderly manner. The Manager shall be the liquidator pursuant to this Agreement and shall proceed diligently to wind up the affairs of the LLC and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a LLC expense. The steps to be accomplished by the liquidator are as follows:

(a) First, the liquidator shall satisfy all of the LLC's debts and liabilities to creditors other than Participants (whether by payment or the reasonable provision for payment thereof);

(b) Second, the liquidator shall satisfy all of the LLC's debts and liabilities to Participants (whether by payment or the reasonable provision for payment thereof); and

(c) Third, all remaining assets shall be distributed to the Participants in accordance with Section 3.1.

Section 5.4 Termination. The LLC shall terminate when all of the assets of the LLC, after payment of or due provision for all debts, liabilities and obligations of the LLC, shall have been distributed to the Participants in the manner provided for in this Article V, and the certificate of formation of the LLC shall have been canceled in the manner required by the Act.

ARTICLE VI

VALUATION

Section 6.1 Valuation. For purposes of this Agreement, the value of any property contributed by or distributed to any Participant shall be valued as determined by the Member(s).

ARTICLE VII

BOOKS OF ACCOUNT; MEETINGS

Section 7.1 Books. The Manager will maintain, on behalf of the LLC, complete and accurate books of account of the LLC's affairs, which books will be open to inspection by any Member (or his authorized representative) at any time during ordinary business hours and shall be maintained in accordance with the Act.

Section 7.2 Fiscal Year. The fiscal year of the LLC shall end on December 31 of each year or such other year end as the Manager may determine in its sole discretion.

Section 7.3 Tax Allocation and Reports.

(a) The income, gains, losses, deductions and credits of the LLC will be allocated, for federal, state and local income tax purposes, among the Participants in

accordance with the allocation of such income, gains, losses, deductions and credits among the Participants for computing their Capital Accounts, except as otherwise provided in the Code or other applicable law.

(b) In accordance with Code Section 704(c) and the Treasury Regulations thereunder, income, gain, loss, deduction and expense with respect to any property contributed to the capital of the LLC shall, solely for tax purposes, be allocated among the Participants so as to take account of any variation between the adjusted basis of such property to the LLC for federal income tax purposes and its fair market value at the time of contribution.

(c) Within 75 days after the end of each fiscal year, the Tax Matters Partner (as defined below) shall cause the LLC to furnish each Participant with a copy of the LLC's tax return and form K-1 for such fiscal year.

(d) The LLC hereby designates the Manager to act as the "Tax Matters Partner" (as defined in Section 6231(a)(7) of the Code) in accordance with Sections 6221 through 6233 of the Code.

ARTICLE VIII

MISCELLANEOUS

Section 8.1 Amendments. This Agreement may be amended or modified and any provision hereof may be waived only by the Manager; provided, however, that any amendment or modification reducing disproportionately a Participant's LLC interest or other interest in the profits or losses or in distributions or increasing such person's or entity's capital contribution shall be effective only with that person's or entity's consent.

Section 8.2 Successors. Except as otherwise provided herein, this Agreement will inure to the benefit of and be binding upon the Participants and their respective legal representatives, heirs, successors and permitted assigns.

Section 8.3 Governing Law; Severability. This Agreement will be construed in accordance with the laws of the State of Delaware and, to the maximum extent possible, in such manner as to comply with an the terms and conditions of the Act. If it is determined by a court of competent jurisdiction that any provision of this Agreement is invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

Section 8.4 Notices. All notices, demands and other communications to be given and delivered under or by reason of provisions under this Agreement shall be in writing and shall be deemed to have been given when personally delivered, mailed by first class mail (postage prepaid and return receipt requested), sent by telecopy or sent by reputable overnight courier service (charges prepaid) to the addresses or telecopy numbers set forth in Schedule I hereto or to such other addresses or telecopy numbers as have been supplied in writing to the LLC.

Section 8.5 Complete Agreement; Headings, Counterparts. This Agreement terminates and supersedes all other agreements concerning the subject matter hereof previously entered into among any of the parties. Descriptive headings are for convenience only and will not control or affect the meaning or construction of any provision of this Agreement. Wherever from the context it appears appropriate, each term stated in either the singular or the plural shall include the singular and the plural, and pronouns stated in either the masculine, feminine or the neuter gender shall include the masculine, the feminine and the neuter. This Agreement may be executed in any number of counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts together will constitute one agreement.

Section 8.6 Partition. Each Participant waives, until termination of the LLC, any and all rights that it may have to maintain an action for partition of the LLC's property.

Section 8.7 No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

* * * * * * * * *

IN WITNESS WHEREOF, the parties hereto have caused this Limited Liability Company Agreement to be signed as of the date first above written.

By: ACADIA HEALTHCARE COMPANY, LLC
Its: Managing Member

/s/ W. Gene Winters
By: W. Gene Winters, its Chief Financial Officer

[Signature page to Acadia Abilene, LLC Operating Agreement]

SCHEDULE I

MEMBER(S)	CAPITAL CONTRIBUTION	PERCENTAGE INTEREST
Acadia Healthcare Company, LLC 11175 Cicero Drive Suite 300 Alpharetta, Georgia 30022 Telephone: 770-772-4345 Telecopy: 770-772-9192 Attention: Chief Executive Officer	$ 100	100%

MANAGER

Acadia Healthcare Company, LLC

Exhibit 3.5

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:38 PM 02/03/2006
FILED 12:33 PM 02/03/2006
SRV 060105333 – 4104702 FILE

CERTIFICATE OF FORMATION

OF

ACADIA HOSPITAL OF LAFAYETTE, LLC

This Certificate of Formation is being executed as of February 3, 2006, for the purpose of forming a limited liability company pursuant to the Delaware Limited Liability Company Act, 6 Del. C. §§ 18-101, et seq.

The undersigned, being duly authorized to execute and file this Certificate, does hereby certify as follows:

1. Name: The name of the limited liability company is Acadia Hospital of Lafayette, LLC (the "Company").

2. Registered Office and Registered Agent. The Company's registered office in the State of Delaware is located at 2711 Centerville Road, Suite 400, City of Wilmington, New Castle County, Delaware 19808. The registered agent of the Company for service of process at such address is Corporation Service Company.

IN WITNESS WHEREOF, the undersigned has duly executed this Certificate of Formation as of the day and year first above written.

By: /s/ Daniel J. Mohan
Daniel J. Mohan, Esq., an Authorized Person

State of Delaware
Secretary of State
Division of Corporations
Delivered 05:09 PM 10/08/2009
FILED 04:57 PM 10/08/2009
SRV 090922546 – 4104702 FILE

STATE OF DELAWARE
CERTIFICATE OF CHANGE OF AGENT
AMENDMENT OF LIMITED LIABILITY COMPANY

The limited liability company organized and existing under and by virtue of the Limited Liability Company Act of the State of Delaware, does hereby certify:

1. The name of the company is Acadia Hospital of Lafayette, LLC

2. The Certificate of Formation of the company is hereby amended to change the name and address of the registered agent and the address of the registered office within the State of Delaware as follows:

   National Registered Agents, Inc.
   160 Greentree Drive, Suite 101
   Dover, Delaware 19904
   County of Kent

Executed on 9/15/09

/s/ Robert Swinson
Name:
Title: Authorized Person

Exhibit 3.6

LIMITED LIABILITY COMPANY AGREEMENT OF
ACADIA HOSPITAL OF LAFAYETTE, LLC

THIS LIMITED LIABILITY COMPANY AGREEMENT, dated effective as of 4th day of February, 2006 (this "Agreement"), is adopted, executed and agreed to, for good and valuable consideration, by the sole Initial Member. Certain terms used herein are defined in Section 1.6.

ARTICLE I

GENERAL PROVISIONS; CAPITAL CONTRIBUTIONS; DEFINITIONS

Section 1.1 Formation. The formation of Acadia Hospital of Lafayette, LLC (the "LLC") pursuant to and in accordance with the Delaware Limited Liability Company Act, 6 Del. C. §18-101, et seq., as amended from time to time (the "Act"), occurred on February 3, 2006. An authorized person, within the meaning of the Act, has executed, delivered and filed the certificate of formation of the LLC (the "Certificate"). Upon the Initial Member's (i) execution of this Agreement or a counterpart hereof and (ii) the making of the capital contribution required by Section 1.5, such Member shall be admitted to the LLC as its sole initial member.

Section 1.2 Name. The name of the LLC will be "Acadia Hospital of Lafayette, LLC," or such other name or names as the Manager may from time to time designate.

Section 1.3 Purpose. The LLC's purpose shall be to carry on any activities which may be lawfully be carried on by a limited liability company organized pursuant to the Act.

Section 1.4 Registered Office; Registered Agent; Place of Business. The registered office of the LLC required by the Act to be maintained in the State of Delaware shall be the office of the initial registered agent named in the Certificate or such other office (which need not be a place of business of the LLC) as the Manager may designate from time to time in the manner provided by law. The registered agent of the LLC in the State of Delaware shall be the initial registered agent named in the Certificate or such other person or persons as the Manager may designate from time to time in the manner provided by law. The LLC will maintain an office and principal place of business at such place or places inside or outside the State of Delaware as the Manager may designate from time to time.

Section 1.5 Capital Contributions.

(a) The Initial Member shall, promptly following the execution of this Agreement, contribute to the capital of the LLC the amount set forth on Schedule I. All future capital contributions made by any Participant shall be reflected on the Company's books and records. Persons hereafter admitted as Members of the LLC shall make such contributions of cash (or promissory obligations), property or services to the LLC as shall be determined by the Manager and the Member making the contribution in their sole discretion at the time of each such admission.

(b) No Participant shall have any responsibility to restore any negative balance in his, her or its Capital Account or to contribute to or in respect of liabilities or obligations of the LLC, whether arising in tort, contract or otherwise, or return distributions made by the LLC except as required by the Act or other applicable law. The

failure of the LLC to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on the Participants for liabilities of the LLC.

(c) No interest shall be paid by the LLC on capital contributions or on balances in Capital Accounts.

(d) A Participant shall not be entitled to withdraw any part of its Capital Account or to receive any distributions from the LLC except as provided in Articles III and V; nor shall a Participant be entitled to make any capital contribution to the LLC other than as expressly provided herein. Any Participant may, with the approval of the Manager, make loans to the LLC, and any loan by a Participant to the LLC shall not be considered to be a capital contribution for any purpose and shall not result in an increase in the amount of the Capital Account of such Participant.

Section 1.6 Definitions. For purposes of this Agreement:

"Assignee" means a person or entity to whom an LLC interest has been transferred in a Transfer described in Section 4.3, unless and until such person or entity becomes a Member with respect to such LLC interest.

"Book Value" means, with respect to any LLC property, the LLC's adjusted basis for federal income tax purposes, except that the initial Book Value of any property contributed to the LLC shall be the value of such property on the date of such contribution, as agreed by the Manager and the Member contributing the property, and the Book Value of any LLC property shall be adjusted pursuant to Treasury Regulation Section 1.704-l(b)(2)(iv)(e) (in connection with a distribution of such property) or (f) (in connection with a revaluation of Capital Accounts).

"Capital Account" has the meaning set forth in Section 2.1.

"Code" means the Internal Revenue Code of 1986, as amended from time to time, and the regulations promulgated thereunder.

"Event of Withdrawal" means the death or dissolution of a Member.

"Initial Member" means Acadia Healthcare Company, LLC.

"Losses" for any period means all items of LLC loss, deduction and expense for such period determined according to Section 2.2.

"Majority in Interest" means the Member(s) holding a majority of Percentage Interests of all Members.

"Manager" means the party identified as such on Schedule I as the manager or its successor as provided for in Section 4.1(d) below. There shall be only one Manager.

"Member" means any of the parties identified on Schedule I as a member or admitted as a member after the date of this Agreement in accordance with the terms hereof, in each case for so long as such person continues to be a member hereunder.

"Participant" means a Member, a Terminated Member or an Assignee.

"Percentage Interest" means, in respect of each Participant, such Participant's interest in the income, gains, losses, deductions and expenses of the LLC as set forth on Schedule I.

"Profits" for any period means all items of LLC income and gain for such period determined according to Section 2.2.

"Terminated Member" means a person who has ceased to be a Member pursuant to Section 4.6.

Section 1.7 Term. The LLC shall continue until dissolved and terminated in accordance with Article V of this Agreement.

Section 1.8 No State-Law Partnership. The Participant(s) intend that the LLC not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Participant be a partner or joint venturer of any other Participant, for any purposes other than federal and, if applicable, state tax purposes, and neither this Agreement nor any other document entered into by the LLC or any Participant shall be construed to suggest otherwise. The Participant(s) intend that the LLC shall be treated as a partnership for federal and, if applicable, state income tax purposes, and that each Participant and the LLC shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

ARTICLE II

CAPITAL ACCOUNTS

Section 2.1 Capital Accounts. A "Capital Account" will be established for each Participant on the books of the LLC and will be adjusted as follows:

(a) Such Participant's contributions to the capital of the LLC will be credited to his, her or its Capital Account when received by the LLC.

(b) At the end of each fiscal year of the LLC and upon dissolution and winding up of the LLC pursuant to Article V, Profits for such period allocated to such Participant pursuant to Section 3.2 shall be credited and Losses for such period allocated to such Participant pursuant to Section 3.2 shall be debited, as the case may be, to such Participant's Capital Account.

(c) Any amounts distributed to such Participant will be debited against his, her or its Capital Account.

(d) Such Participant's Capital Account will otherwise be adjusted in accordance with Treas. Reg. §1.704-1(b)(2)(iv).

Section 2.2 Computation of Amounts. For purposes of computing the amount of any item of income, gain, loss, deduction or expense to be reflected in Capital Accounts, the determination, recognition and classification of each such item shall be the same as its determination, recognition and classification for federal income tax purposes; provided that

(a) any income that is exempt from Federal income tax shall be added to such taxable income or losses and any expenditures of the LLC described in Section 705(a)(2)(B) of the Code or treated as Code Section 705(a)(2)(B) expenditures pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(i), shall be subtracted from such taxable income or losses;

(b) if the Book Value of any LLC property is adjusted pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(e) (in connection with a distribution of such property) or (f) (in connection with a revaluation of Capital Accounts), the amount of such adjustment shall be taken into account as gain or loss from the disposition of such property; and

(c) if property that is reflected on the books of the LLC has a Book Value that differs from the adjusted tax basis of such property, depreciation, amortization and gain or loss with respect to such property shall be determined by reference to such Book Value.

Section 2.3 Distribution in Kind. If securities are to be distributed in kind to the Participants pursuant to this Agreement, (i) such securities shall first be written up or down pursuant to Section 2.2(b) to their value (as determined pursuant to Article VI as of the date of such distribution), (ii) the Capital Accounts of the Participant(s) shall be adjusted immediately prior to the distribution as if such securities were sold at their value (as so determined) and (iii) the value of such securities (as so determined) received by each Participant shall be debited against his, her or its respective Capital Account at the time of distribution.

ARTICLE III

DISTRIBUTIONS AND ALLOCATIONS

Section 3.1 Distributions. Distributions of cash or other assets of the LLC shall be made at such times and in such amounts as the Manager may determine. Unless the Manager determines otherwise, distributions shall be made to Participants pro rata based on the Percentage Interests held by each Participant. Notwithstanding any provision to the contrary contained in this Agreement, the LLC shall not make a distribution to any Participant on account of his, her or its interest in the LLC if such distribution would violate Section 18-607 of the Act or other applicable law.

Section 3.2 Allocation of Profits and Losses. Except as may be required by the Code, each item of income, gain, loss, deduction or expense to the LLC shall be allocated among the Participant(s) in proportion to the Percentage Interests held by each Participant.

ARTICLE IV

MANAGEMENT AND MEMBER RIGHTS

Section 4.1 Management Authority.

(a) The Manager shall have the sole right to manage the business of the LLC and shall have all powers and rights necessary, appropriate or advisable to effectuate and carry out the purposes and business of the LLC, and, no Member other than the Manager, unless such Member is also the Manager, shall have any authority to

act for or bind the LLC but shall have only the right to vote on or approve the actions herein specified to be voted on or approved by the Members.

(b) The Manager may appoint such officers, to such terms and to perform such functions as the Manager shall determine in its sole discretion. The Manager may appoint, employ or otherwise contract with such other persons or entities for the transaction of the business of the LLC or the performance of services for or on behalf of the LLC as it shall determine in its sole discretion. The Manager may delegate to any such officer, person or entity such authority to act on behalf of the LLC as the Manager may from time to time deem appropriate in its sole discretion.

(c) When the taking of such action has been authorized by the Manager, any officer of the LLC or any other person specifically authorized by the Manager, may execute any contract or other agreement or document on behalf of the LLC and may execute and file on behalf of the LLC with the Secretary of State of the State of Delaware any certificates of amendment to the LLC's certificate of formation, one or more restated certificates of formation and certificates of merger or consolidation and, upon the dissolution and completion of winding up of the LLC, at any time when there are no Members, or as otherwise provided in the Act, a certificate of cancellation canceling the LLC's certificate of formation.

(d) The Manager may be removed, with or without cause, by the affirmative vote of a Majority in Interest of the Member(s). Upon such removal, a Majority in Interest of the Member(s) shall appoint a successor Manager. The Manager may resign at any time upon ten days' prior notice to the Member(s). Upon such resignation, the Manager may appoint a successor Manager; provided, however, that such successor Manager must be approved by the affirmative vote of a Majority in Interest of the Member(s).

(e) All decisions regarding the management and affairs of the LLC shall be made by the Manager.

Section 4.2 Indemnification. Except as limited by law and subject to the provisions of this Section 4.2, each person and entity shall be entitled to be indemnified and held harmless on an as incurred basis by the LLC (but only after first making a claim for indemnification available from any other source and only to the extent indemnification is not provided by that source) to the fullest extent permitted under the Act (including indemnification for negligence, gross negligence and breach of fiduciary duty to the extent so authorized) as amended from time to time (but, in the case of any such amendment, only to the extent that such amendment permits the LLC to provide broader indemnification rights than such law permitted the LLC to provide prior to such amendment) against all losses, liabilities and expenses, including attorneys' fees and expenses, arising from claims, actions and proceedings in which such person or entity may be involved, as a party or otherwise, by reason of his being or having been a Manager, Participant or officer of the LLC, or by reason of his serving at the request of the LLC as a director, officer, manager, member, partner, employee or agent of another limited liability company or of a corporation, partnership, joint venture, trust or other enterprise, including a service with respect to an employee benefit plan whether or not such person or entity continues to be such at the time any such loss, liability or expense is paid or incurred. The rights of indemnification provided in this Section 4.2 will be in addition to any rights to which such person may otherwise be entitled by contract or as a matter of law and shall extend to his

successors and assigns. In particular, and without limitation of the foregoing, such person or entity shall be entitled to indemnification by the LLC against expenses (as incurred), including attorneys' fees and expenses, incurred by such person or entity upon the delivery by such person or entity to the LLC of a written undertaking (reasonably acceptable to the Manager). The LLC may, to the extent authorized from time to time by the Manager, grant rights to indemnification and to advancement of expenses to any employee or agent of the LLC to the fullest extent of the provisions of this Section 4.2 with respect to the indemnification and advancement of expenses of the Manager, Participants and officers of the LLC.

Section 4.3 Transfer of LLC Interest.

(a) No Participant shall sell, assign, transfer or otherwise dispose of, whether voluntarily or involuntarily or by operation of law (a "Transfer"), all or any portion of his, her or its interest in the LLC without the prior written consent of the Manager, which consent may be given or withheld in its sole discretion. No Participant shall pledge or otherwise encumber all or any portion of his, her or its interest in the LLC, without the prior written consent of the Manager, which consent may be given or withheld in its sole and absolute discretion.

(b) Notwithstanding any other provision of this Agreement, any Transfer by the Participants in contravention of any of the provisions of this Section 4.3 shall be void and ineffective, and shall not bind, or be recognized by, the LLC.

(c) If and to the extent any Transfer of an interest in the LLC is permitted hereunder, this Agreement (including the Exhibits hereto) shall be amended by the Manager to reflect the Transfer of the LLC interest to the transferee, to admit the transferee as a Member and to reflect the elimination of the transferring Participant (or the reduction of such Transferring Participant's interest in the LLC) and (if and to the extent then required by the Act) a certificate of amendment to the Certificate reflecting such admission and elimination (or reduction) shall be filed in accordance with the Act. The effectiveness of the Transfer of an interest in the LLC permitted hereunder and the admission of any substitute Member pursuant to this Section 4.3 shall be deemed effective immediately prior to the Transfer of an interest in the LLC to such Participant or if later on the first date that the Manager receives evidence of such Transfer, including the terms thereof. If the transferring Participant has transferred all or any of its interest in the LLC pursuant to this Section 4.3, then, immediately following such transfer or if later on the first date that the Manager receives evidence of such Transfer, including the terms thereof, the transferring Participant shall cease to be a Participant with respect to such interest.

(d) Any person or entity who acquires in any manner whatsoever any interest in the LLC, irrespective of whether such person or entity has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefits of the acquisition thereof to have (i) made all of the capital contributions made by, (ii) received all of the distributions received by, and (iii) agreed to be subject to and bound by all the terms and conditions of this Agreement that, any predecessor in such interest in the LLC made, received and was subject to or bound by.

Section 4.4 Member Rights; Meetings.

(a) No Member, unless such Member is also the Manager, shall have any right, power or duty, including the right to approve or vote on any matter, except as expressly required by the Act or other applicable law or as expressly provided for hereunder.

(b) Unless a greater vote is required by the Act or as expressly provided for hereunder, the affirmative vote of a Majority in Interest of the Member(s) entitled to vote shall be required to approve any proposed action.

(c) Meetings of the Member(s) for the transaction of such business as may properly come before such Member(s) shall be held at such place, on such date and at such time as the Manager shall determine. Special meetings of Member(s) for any proper purpose or purposes may be called at any time by the Manager or the Member(s) holding a Majority in Interest. The LLC shall deliver oral or written notice (written notice may be delivered by mail) stating the date, time, place and purposes of any meeting to each Member entitled to vote at the meeting. Such notice shall be given not less than four (4) and no more than sixty (60) days before the date of the meeting.

(d) Any action required or permitted to be taken at an annual or special meeting of the Member(s) may be taken without a meeting, without prior notice, and without a vote, provided that written consents, setting forth all proposed actions to be taken at such meeting, are signed by the Member(s) holding at least the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all Member(s) entitled to vote on such action were present and voted. Every written consent shall bear the date and signature of each Member who signs such consent. Prompt notice of the taking of action without a meeting by less than unanimous written consent shall be given to all Members who have not consented in writing to such action.

Section 4.5 Additional Members. The Manager shall have the sole right to admit additional Members upon such terms and conditions, at such time or times as the Manager shall in its sole discretion determine. In connection with any such admission, the Manager shall amend Schedule I to reflect the name, address and capital contribution of the additional Member and the new Percentage Interests of all Participants.

Section 4.6 Termination of a Member. A person or entity will no longer be a Member for purposes of this Agreement upon an Event of Withdrawal. The Terminated Member shall only be entitled to continue to receive allocation of Profits and Losses and distributions of the LLC, including distributions pursuant to Article V hereof, as and when paid by the LLC, to the same extent such Terminated Member was entitled to such distributions as a Member. Except as provided in Section 8.1, such Terminated Member will not be entitled to participate in any LLC decision or determination, and his, her or its successors and assigns will acquire only his, her or its right to receive allocation of Profits and Losses and to share in LLC distributions.

Section 4.7 Outside Businesses. Any Participant may engage in or possess an interest in other business ventures of any nature or description, independently or with others, similar or dissimilar to the business of the LLC, and the LLC and the Participants shall have no rights by virtue of this Agreement in and to such independent ventures or the income or gains derived therefrom, and the pursuit of any such venture, even if competitive with the business of the LLC, shall not be deemed wrongful or improper. No Participant shall be obligated to present any particular investment opportunity to the LLC even if such opportunity is of a character that,

if presented to the LLC, could be taken by the LLC, and any Participant shall have the right to take for his, her or its own account (individually or as a partner or fiduciary) or to recommend to others any such particular investment opportunity.

ARTICLE V

DURATION

Section 5.1 Duration. Subject to the provisions of Section 5.2 of this Agreement, the LLC shall be dissolved and its affairs wound up and terminated upon the first to occur of the following:

(a) The death, dissolution, resignation or removal of the Manager; or

(b) The entry of a decree of judicial dissolution under Section 18-802 of the Act.

Except as otherwise set forth in this Article V, the Member(s) intend for the Company to have perpetual existence.

Section 5.2 Continuation of the LLC. Notwithstanding the provisions of Section 5.1(c) hereof, the occurrence of an Event of Withdrawal shall not dissolve the LLC if within ninety (90) days after the occurrence of such Event of Withdrawal, the business of the LLC is continued by the agreement of remaining Member(s) holding not less than a majority in interest (as defined in Revenue Procedure 94.46 or any successor thereto) of the remaining Member(s).

Section 5.3 Winding Up.

Upon dissolution of the LLC, the LLC shall be liquidated in an orderly manner. The Manager shall be the liquidator pursuant to this Agreement and shall proceed diligently to wind up the affairs of the LLC and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a LLC expense. The steps to be accomplished by the liquidator are as follows:

(a) First, the liquidator shall satisfy all of the LLC's debts and liabilities to creditors other than Participants (whether by payment or the reasonable provision for payment thereof);

(b) Second, the liquidator shall satisfy all of the LLC's debts and liabilities to Participants (whether by payment or the reasonable provision for payment thereof); and

(c) Third, all remaining assets shall be distributed to the Participants in accordance with Section 3.1.

Section 5.4 Termination. The LLC shall terminate when all of the assets of the LLC, after payment of or due provision for all debts, liabilities and obligations of the LLC, shall have been distributed to the Participants in the manner provided for in this Article V, and the certificate of formation of the LLC shall have been canceled in the manner required by the Act.

ARTICLE VI

VALUATION

Section 6.1 Valuation. For purposes of this Agreement, the value of any property contributed by or distributed to any Participant shall be valued as determined by the Member(s).

ARTICLE VII

BOOKS OF ACCOUNT; MEETINGS

Section 7.1 Books. The Manager will maintain, on behalf of the LLC, complete and accurate books of account of the LLC's affairs, which books will be open to inspection by any Member (or his authorized representative) at any time during ordinary business hours and shall be maintained in accordance with the Act.

Section 7.2 Fiscal Year. The fiscal year of the LLC shall end on December 31 of each year or such other year end as the Manager may determine in its sole discretion.

Section 7.3 Tax Allocation and Reports.

(a) The income, gains, losses, deductions and credits of the LLC will be allocated, for federal, state and local income tax purposes, among the Participants in accordance with the allocation of such income, gains, losses, deductions and credits among the Participants for computing their Capital Accounts, except as otherwise provided in the Code or other applicable law.

(b) In accordance with Code Section 704(c) and the Treasury Regulations thereunder, income, gain, loss, deduction and expense with respect to any property contributed to the capital of the LLC shall, solely for tax purposes, be allocated among the Participants so as to take account of any variation between the adjusted basis of such property to the LLC for federal income tax purposes and its fair market value at the time of contribution.

(c) Within 75 days after the end of each fiscal year, the Tax Matters Partner (as defined below) shall cause the LLC to furnish each Participant with a copy of the LLC's tax return and form K-1 for such fiscal year.

(d) The LLC hereby designates the Manager to act as the "Tax Matters Partner" (as defined in Section 6231(a)(7) of the Code) in accordance with Sections 6221 through 6233 of the Code.

ARTICLE VIII

MISCELLANEOUS

Section 8.1 Amendments. This Agreement may be amended or modified and any provision hereof may be waived only by the Manager; provided, however, that any amendment or modification reducing disproportionately a Participant's LLC interest or other

interest in the profits or losses or in distributions or increasing such person's or entity's capital contribution shall be effective only with that person's or entity's consent.

Section 8.2 Successors. Except as otherwise provided herein, this Agreement will inure to the benefit of and be binding upon the Participants and their respective legal representatives, heirs, successors and permitted assigns.

Section 8.3 Governing Law; Severability. This Agreement will be construed in accordance with the laws of the State of Delaware and, to the maximum extent possible, in such manner as to comply with an the terms and conditions of the Act. If it is determined by a court of competent jurisdiction that any provision of this Agreement is invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

Section 8.4 Notices. All notices, demands and other communications to be given and delivered under or by reason of provisions under this Agreement shall be in writing and shall be deemed to have been given when personally delivered, mailed by first class mail (postage prepaid and return receipt requested), sent by telecopy or sent by reputable overnight courier service (charges prepaid) to the addresses or telecopy numbers set forth in Schedule I hereto or to such other addresses or telecopy numbers as have been supplied in writing to the LLC.

Section 8.5 Complete Agreement; Headings, Counterparts. This Agreement terminates and supersedes all other agreements concerning the subject matter hereof previously entered into among any of the parties. Descriptive headings are for convenience only and will not control or affect the meaning or construction of any provision of this Agreement. Wherever from the context it appears appropriate, each term stated in either the singular or the plural shall include the singular and the plural, and pronouns stated in either the masculine, feminine or the neuter gender shall include the masculine, the feminine and the neuter. This Agreement may be executed in any number of counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts together will constitute one agreement.

Section 8.6 Partition. Each Participant waives, until termination of the LLC, any and all rights that it may have to maintain an action for partition of the LLC's property.

Section 8.7 No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

* * * * * * * * *

IN WITNESS WHEREOF, the parties hereto have caused this Limited Liability Company Agreement to be signed as of the date first above written.

By: ACADIA HEALTHCARE COMPANY, LLC
Its: Managing Member

/s/ W. Gene Winters

By: W. Gene Winters, its Chief Financial Officer

SCHEDULE I

MEMBER(S)	CAPITAL CONTRIBUTION	PERCENTAGE INTEREST
Acadia Healthcare Company, LLC 30000 Mill Creek Avenue Suite 250 Alpharetta, Georgia 30022 Telephone: 770-772-4345 Telecopy: 770-772-9192 Attention: Chief Executive Officer	$ 100	100%

MANAGER

Acadia Healthcare Company, LLC

Exhibit 3.7

STATE OF DELAWARE
CERTIFICATE OF CHANGE OF AGENT
AMENDMENT OF LIMITED LIABILITY COMPANY

The limited liability company organized and existing under and by virtue of the Limited Liability Company Act of the State of Delaware, does hereby certify:

1. The name of the company is Acadia Hospital of Longview, LLC

---

2. The Certificate of Formation of the company is hereby amended to change the name and address of the registered agent and the address of the registered office within the State of Delaware as follows;

   National Registered Agents, Inc.
   160 Greentree Drive, Suite 101
   Dover, Delaware 19904
   County of Kent

Executed on 9/15/09

/s/ Robert Swinson
Name: Robert Swinson
Title: Authorized Person

State of Delaware
Secretary of State
Division of Corporations
Delivered 05:09 PM 10/08/2009
FILED 04:56 PM 10/08/2009
SRV 090922538 – 4104704 FILE

CERTIFICATE OF FORMATION

OF

ACADIA HOSPITAL OF LONGVIEW, LLC

This Certificate of Formation is being executed as of February 3, 2006, for the purpose of forming a limited liability company pursuant to the Delaware Limited Liability Company Act, 6 Del. C. §§ 18-101, et seq.

The undersigned, being duly authorized to execute and file this Certificate, does hereby certify as follows:

1. Name: The name of the limited liability company is Acadia Hospital of Longview, LLC (the "Company").

2. Registered Office and Registered Agent. The Company's registered office in the State of Delaware is located at 2711 Centerville Road, Suite 400, City of Wilmington, New Castle County, Delaware 19808. The registered agent of the Company for service of process at such address is Corporation Service Company.

IN WITNESS WHEREOF, the undersigned has duly executed this Certificate of Formation as of the day and year first above written.

By: /s/ Daniel J. Mohan
Daniel J. Mohan, Esq., an Authorized Person

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:38 PM 02/03/2006
FILED 12:36 PM 02/03/2006
SRV 060105359 – 4104704 FILE

Exhibit 3.8

LIMITED LIABILITY COMPANY AGREEMENT OF
ACADIA HOSPITAL OF LONGVIEW, LLC

THIS LIMITED LIABILITY COMPANY AGREEMENT, dated effective as of 4th day of February, 2006 (this "Agreement"), is adopted, executed and agreed to, for good and valuable consideration, by the sole Initial Member. Certain terms used herein are defined in Section 1.6.

ARTICLE I

GENERAL PROVISIONS; CAPITAL CONTRIBUTIONS; DEFINITIONS

Section 1.1 Formation. The formation of Acadia Hospital of Longview, LLC (the "LLC") pursuant to and in accordance with the Delaware Limited Liability Company Act, 6 Del. C. §18-101, et seq., as amended from time to time (the "Act"), occurred on February 3, 2006. An authorized person, within the meaning of the Act, has executed, delivered and filed the certificate of formation of the LLC (the "Certificate"). Upon the Initial Member's (i) execution of this Agreement or a counterpart hereof and (ii) the making of the capital contribution required by Section 1.5, such Member shall be admitted to the LLC as its sole initial member.

Section 1.2 Name. The name of the LLC will be "Acadia Hospital of Longview, LLC," or such other name or names as the Manager may from time to time designate.

Section 1.3 Purpose. The LLC's purpose shall be to carry on any activities which may be lawfully be carried on by a limited liability company organized pursuant to the Act.

Section 1.4 Registered Office; Registered Agent; Place of Business. The registered office of the LLC required by the Act to be maintained in the State of Delaware shall be the office of the initial registered agent named in the Certificate or such other office (which need not be a place of business of the LLC) as the Manager may designate from time to time in the manner provided by law. The registered agent of the LLC in the State of Delaware shall be the initial registered agent named in the Certificate or such other person or persons as the Manager may designate from time to time in the manner provided by law. The LLC will maintain an office and principal place of business at such place or places inside or outside the State of Delaware as the Manager may designate from time to time.

Section 1.5 Capital Contributions.

(a) The Initial Member shall, promptly following the execution of this Agreement, contribute to the capital of the LLC the amount set forth on Schedule I. All future capital contributions made by any Participant shall be reflected on the Company's books and records. Persons hereafter admitted as Members of the LLC shall make such contributions of cash (or promissory obligations), property or services to the LLC as shall be determined by the Manager and the Member making the contribution in their sole discretion at the time of each such admission.

(b) No Participant shall have any responsibility to restore any negative balance in his, her or its Capital Account or to contribute to or in respect of liabilities or obligations of the LLC, whether arising in tort, contract or otherwise, or return distributions made by the LLC except as required by the Act or other applicable law. The

failure of the LLC to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on the Participants for liabilities of the LLC.

(c) No interest shall be paid by the LLC on capital contributions or on balances in Capital Accounts.

(d) A Participant shall not be entitled to withdraw any part of its Capital Account or to receive any distributions from the LLC except as provided in Articles III and V; nor shall a Participant be entitled to make any capital contribution to the LLC other than as expressly provided herein. Any Participant may, with the approval of the Manager, make loans to the LLC, and any loan by a Participant to the LLC shall not be considered to be a capital contribution for any purpose and shall not result in an increase in the amount of the Capital Account of such Participant.

Section 1.6 Definitions. For purposes of this Agreement:

"Assignee" means a person or entity to whom an LLC interest has been transferred in a Transfer described in Section 4.3, unless and until such person or entity becomes a Member with respect to such LLC interest.

"Book Value" means, with respect to any LLC property, the LLC's adjusted basis for federal income tax purposes, except that the initial Book Value of any property contributed to the LLC shall be the value of such property on the date of such contribution, as agreed by the Manager and the Member contributing the property, and the Book Value of any LLC property shall be adjusted pursuant to Treasury Regulation Section 1.704-l(b)(2)(iv)(e) (in connection with a distribution of such property) or (f) (in connection with a revaluation of Capital Accounts).

"Capital Account" has the meaning set forth in Section 2.1.

"Code" means the Internal Revenue Code of 1986, as amended from time to time, and the regulations promulgated thereunder.

"Event of Withdrawal" means the death or dissolution of a Member.

"Initial Member" means Acadia Healthcare Company, LLC.

"Losses" for any period means all items of LLC loss, deduction and expense for such period determined according to Section 2.2.

"Majority in Interest" means the Member(s) holding a majority of Percentage Interests of all Members.

"Manager" means the party identified as such on Schedule I as the manager or its successor as provided for in Section 4.1(d) below. There shall be only one Manager.

"Member" means any of the parties identified on Schedule I as a member or admitted as a member after the date of this Agreement in accordance with the terms hereof, in each case for so long as such person continues to be a member hereunder.

"Participant" means a Member, a Terminated Member or an Assignee.

"Percentage Interest" means, in respect of each Participant, such Participant's interest in the income, gains, losses, deductions and expenses of the LLC as set forth on Schedule I.

"Profits" for any period means all items of LLC income and gain for such period determined according to Section 2.2.

"Terminated Member" means a person who has ceased to be a Member pursuant to Section 4.6.

Section 1.7 Term. The LLC shall continue until dissolved and terminated in accordance with Article V of this Agreement.

Section 1.8 No State-Law Partnership. The Participant(s) intend that the LLC not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Participant be a partner or joint venturer of any other Participant, for any purposes other than federal and, if applicable, state tax purposes, and neither this Agreement nor any other document entered into by the LLC or any Participant shall be construed to suggest otherwise. The Participant(s) intend that the LLC shall be treated as a partnership for federal and, if applicable, state income tax purposes, and that each Participant and the LLC shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

ARTICLE II

CAPITAL ACCOUNTS

Section 2.1 Capital Accounts. A "Capital Account" will be established for each Participant on the books of the LLC and will be adjusted as follows:

(a) Such Participant's contributions to the capital of the LLC will be credited to his, her or its Capital Account when received by the LLC.

(b) At the end of each fiscal year of the LLC and upon dissolution and winding up of the LLC pursuant to Article V, Profits for such period allocated to such Participant pursuant to Section 3.2 shall be credited and Losses for such period allocated to such Participant pursuant to Section 3.2 shall be debited, as the case may be, to such Participant's Capital Account.

(c) Any amounts distributed to such Participant will be debited against his, her or its Capital Account.

(d) Such Participant's Capital Account will otherwise be adjusted in accordance with Treas. Reg. §1.704-1 (b)(2)(iv).

Section 2.2 Computation of Amounts. For purposes of computing the amount of any item of income, gain, loss, deduction or expense to be reflected in Capital Accounts, the determination, recognition and classification of each such item shall be the same as its determination, recognition and classification for federal income tax purposes; provided that

(a) any income that is exempt from Federal income tax shall be added to such taxable income or losses and any expenditures of the LLC described in Section 705(a)(2)(B) of the Code or treated as Code Section 705(a)(2)(B) expenditures pursuant to Treasury Regulation Section 1.704-l(b)(2)(iv)(i), shall be subtracted from such taxable income or losses;

(b) if the Book Value of any LLC property is adjusted pursuant to Treasury Regulation Section 1.704-l(b)(2)(iv)(e) (in connection with a distribution of such property) or (f) (in connection with a revaluation of Capital Accounts), the amount of such adjustment shall be taken into account as gain or loss from the disposition of such property; and

(c) if property that is reflected on the books of the LLC has a Book Value that differs from the adjusted tax basis of such property, depreciation, amortization and gain or loss with respect to such property shall be determined by reference to such Book Value.

Section 2.3 Distribution in Kind. If securities are to be distributed in kind to the Participants pursuant to this Agreement, (i) such securities shall first be written up or down pursuant to Section 2.2(b) to their value (as determined pursuant to Article VI as of the date of such distribution), (ii) the Capital Accounts of the Participant(s) shall be adjusted immediately prior to the distribution as if such securities were sold at their value (as so determined) and (iii) the value of such securities (as so determined) received by each Participant shall be debited against his, her or its respective Capital Account at the time of distribution.

ARTICLE III

DISTRIBUTIONS AND ALLOCATIONS

Section 3.1 Distributions. Distributions of cash or other assets of the LLC shall be made at such times and in such amounts as the Manager may determine. Unless the Manager determines otherwise, distributions shall be made to Participants pro rata based on the Percentage Interests held by each Participant. Notwithstanding any provision to the contrary contained in this Agreement, the LLC shall not make a distribution to any Participant on account of his, her or its interest in the LLC if such distribution would violate Section 18-607 of the Act or other applicable law.

Section 3.2 Allocation of Profits and Losses. Except as may be required by the Code, each item of income, gain, loss, deduction or expense to the LLC shall be allocated among the Participant(s) in proportion to the Percentage Interests held by each Participant.

ARTICLE IV

MANAGEMENT AND MEMBER RIGHTS

Section 4.1 Management Authority.

(a) The Manager shall have the sole right to manage the business of the LLC and shall have all powers and rights necessary, appropriate or advisable to effectuate and carry out the purposes and business of the LLC, and, no Member other than the Manager, unless such Member is also the Manager, shall have any authority to

act for or bind the LLC but shall have only the right to vote on or approve the actions herein specified to be voted on or approved by the Members.

(b) The Manager may appoint such officers, to such terms and to perform such functions as the Manager shall determine in its sole discretion. The Manager may appoint, employ or otherwise contract with such other persons or entities for the transaction of the business of the LLC or the performance of services for or on behalf of the LLC as it shall determine in its sole discretion. The Manager may delegate to any such officer, person or entity such authority to act on behalf of the LLC as the Manager may from time to time deem appropriate in its sole discretion.

(c) When the taking of such action has been authorized by the Manager, any officer of the LLC or any other person specifically authorized by the Manager, may execute any contract or other agreement or document on behalf of the LLC and may execute and file on behalf of the LLC with the Secretary of State of the State of Delaware any certificates of amendment to the LLC's certificate of formation, one or more restated certificates of formation and certificates of merger or consolidation and, upon the dissolution and completion of winding up of the LLC, at any time when there are no Members, or as otherwise provided in the Act, a certificate of cancellation canceling the LLC's certificate of formation.

(d) The Manager may be removed, with or without cause, by the affirmative vote of a Majority in Interest of the Member(s). Upon such removal, a Majority in Interest of the Member(s) shall appoint a successor Manager. The Manager may resign at any time upon ten days' prior notice to the Member(s). Upon such resignation, the Manager may appoint a successor Manager; provided, however, that such successor Manager must be approved by the affirmative vote of a Majority in Interest of the Member(s).

(e) All decisions regarding the management and affairs of the LLC shall be made by the Manager.

Section 4.2 Indemnification. Except as limited by law and subject to the provisions of this Section 4.2, each person and entity shall be entitled to be indemnified and held harmless on an as incurred basis by the LLC (but only after first making a claim for indemnification available from any other source and only to the extent indemnification is not provided by that source) to the fullest extent permitted under the Act (including indemnification for negligence, gross negligence and breach of fiduciary duty to the extent so authorized) as amended from time to time (but, in the case of any such amendment, only to the extent that such amendment permits the LLC to provide broader indemnification rights than such law permitted the LLC to provide prior to such amendment) against all losses, liabilities and expenses, including attorneys' fees and expenses, arising from claims, actions and proceedings in which such person or entity may be involved, as a party or otherwise, by reason of his being or having been a Manager, Participant or officer of the LLC, or by reason of his serving at the request of the LLC as a director, officer, manager, member, partner, employee or agent of another limited liability company or of a corporation, partnership, joint venture, trust or other enterprise, including a service with respect to an employee benefit plan whether or not such person or entity continues to be such at the time any such loss, liability or expense is paid or incurred. The rights of indemnification provided in this Section 4.2 will be in addition to any rights to which such person may otherwise be entitled by contract or as a matter of law and shall extend to his

successors and assigns. In particular, and without limitation of the foregoing, such person or entity shall be entitled to indemnification by the LLC against expenses (as incurred), including attorneys' fees and expenses, incurred by such person or entity upon the delivery by such person or entity to the LLC of a written undertaking (reasonably acceptable to the Manager). The LLC may, to the extent authorized from time to time by the Manager, grant rights to indemnification and to advancement of expenses to any employee or agent of the LLC to the fullest extent of the provisions of this Section 4.2 with respect to the indemnification and advancement of expenses of the Manager, Participants and officers of the LLC.

Section 4.3 Transfer of LLC Interest.

(a) No Participant shall sell, assign, transfer or otherwise dispose of, whether voluntarily or involuntarily or by operation of law (a "Transfer"), all or any portion of his, her or its interest in the LLC without the prior written consent of the Manager, which consent may be given or withheld in its sole discretion. No Participant shall pledge or otherwise encumber all or any portion of his, her or its interest in the LLC, without the prior written consent of the Manager, which consent may be given or withheld in its sole and absolute discretion.

(b) Notwithstanding any other provision of this Agreement, any Transfer by the Participants in contravention of any of the provisions of this Section 4.3 shall be void and ineffective, and shall not bind, or be recognized by, the LLC.

(c) If and to the extent any Transfer of an interest in the LLC is permitted hereunder, this Agreement (including the Exhibits hereto) shall be amended by the Manager to reflect the Transfer of the LLC interest to the transferee, to admit the transferee as a Member and to reflect the elimination of the transferring Participant (or the reduction of such Transferring Participant's interest in the LLC) and (if and to the extent then required by the Act) a certificate of amendment to the Certificate reflecting such admission and elimination (or reduction) shall be filed in accordance with the Act. The effectiveness of the Transfer of an interest in the LLC permitted hereunder and the admission of any substitute Member pursuant to this Section 4.3 shall be deemed effective immediately prior to the Transfer of an interest in the LLC to such Participant or if later on the first date that the Manager receives evidence of such Transfer, including the terms thereof. If the transferring Participant has transferred all or any of its interest in the LLC pursuant to this Section 4.3, then, immediately following such transfer or if later on the first date that the Manager receives evidence of such Transfer, including the terms thereof, the transferring Participant shall cease to be a Participant with respect to such interest.

(d) Any person or entity who acquires in any manner whatsoever any interest in the LLC, irrespective of whether such person or entity has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefits of the acquisition thereof to have (i) made all of the capital contributions made by, (ii) received all of the distributions received by, and (iii) agreed to be subject to and bound by all the terms and conditions of this Agreement that, any predecessor in such interest in the LLC made, received and was subject to or bound by.

Section 4.4 Member Rights; Meetings.

(a) No Member, unless such Member is also the Manager, shall have any right, power or duty, including the right to approve or vote on any matter, except as expressly required by the Act or other applicable law or as expressly provided for hereunder.

(b) Unless a greater vote is required by the Act or as expressly provided for hereunder, the affirmative vote of a Majority in Interest of the Member(s) entitled to vote shall be required to approve any proposed action.

(c) Meetings of the Member(s) for the transaction of such business as may properly come before such Member(s) shall be held at such place, on such date and at such time as the Manager shall determine. Special meetings of Member(s) for any proper purpose or purposes may be called at any time by the Manager or the Member(s) holding a Majority in Interest. The LLC shall deliver oral or written notice (written notice may be delivered by mail) stating the date, time, place and purposes of any meeting to each Member entitled to vote at the meeting. Such notice shall be given not less than four (4) and no more than sixty (60) days before the date of the meeting.

(d) Any action required or permitted to be taken at an annual or special meeting of the Member(s) may be taken without a meeting, without prior notice, and without a vote, provided that written consents, setting forth all proposed actions to be taken at such meeting, are signed by the Member(s) holding at least the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all Member(s) entitled to vote on such action were present and voted. Every written consent shall bear the date and signature of each Member who signs such consent. Prompt notice of the taking of action without a meeting by less than unanimous written consent shall be given to all Members who have not consented in writing to such action.

Section 4.5 Additional Members. The Manager shall have the sole right to admit additional Members upon such terms and conditions, at such time or times as the Manager shall in its sole discretion determine. In connection with any such admission, the Manager shall amend Schedule I to reflect the name, address and capital contribution of the additional Member and the new Percentage Interests of all Participants.

Section 4.6 Termination of a Member. A person or entity will no longer be a Member for purposes of this Agreement upon an Event of Withdrawal. The Terminated Member shall only be entitled to continue to receive allocation of Profits and Losses and distributions of the LLC, including distributions pursuant to Article V hereof, as and when paid by the LLC, to the same extent such Terminated Member was entitled to such distributions as a Member. Except as provided in Section 8.1, such Terminated Member will not be entitled to participate in any LLC decision or determination, and his, her or its successors and assigns will acquire only his, her or its right to receive allocation of Profits and Losses and to share in LLC distributions.

Section 4.7 Outside Businesses. Any Participant may engage in or possess an interest in other business ventures of any nature or description, independently or with others, similar or dissimilar to the business of the LLC, and the LLC and the Participants shall have no rights by virtue of this Agreement in and to such independent ventures or the income or gains derived therefrom, and the pursuit of any such venture, even if competitive with the business of the LLC, shall not be deemed wrongful or improper. No Participant shall be obligated to present any particular investment opportunity to the LLC even if such opportunity is of a character that,

if presented to the LLC, could be taken by the LLC, and any Participant shall have the right to take for his, her or its own account (individually or as a partner or fiduciary) or to recommend to others any such particular investment opportunity.

ARTICLE V

DURATION

Section 5.1 Duration. Subject to the provisions of Section 5.2 of this Agreement, the LLC shall be dissolved and its affairs wound up and terminated upon the first to occur of the following:

(a) The death, dissolution, resignation or removal of the Manager; or

(b) The entry of a decree of judicial dissolution under Section 18-802 of the Act.

Except as otherwise set forth in this Article V, the Member(s) intend for the Company to have perpetual existence.

Section 5.2 Continuation of the LLC. Notwithstanding the provisions of Section 5.1(c) hereof, the occurrence of an Event of Withdrawal shall not dissolve the LLC if within ninety (90) days after the occurrence of such Event of Withdrawal, the business of the LLC is continued by the agreement of remaining Member(s) holding not less than a majority in interest (as defined in Revenue Procedure 94.46 or any successor thereto) of the remaining Member(s).

Section 5.3 Winding Up.

Upon dissolution of the LLC, the LLC shall be liquidated in an orderly manner. The Manager shall be the liquidator pursuant to this Agreement and shall proceed diligently to wind up the affairs of the LLC and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a LLC expense. The steps to be accomplished by the liquidator are as follows:

(a) First, the liquidator shall satisfy all of the LLC's debts and liabilities to creditors other than Participants (whether by payment or the reasonable provision for payment thereof);

(b) Second, the liquidator shall satisfy all of the LLC's debts and liabilities to Participants (whether by payment or the reasonable provision for payment thereof); and

(c) Third, all remaining assets shall be distributed to the Participants in accordance with Section 3.1.

Section 5.4 Termination. The LLC shall terminate when all of the assets of the LLC, after payment of or due provision for all debts, liabilities and obligations of the LLC, shall have been distributed to the Participants in the manner provided for in this Article V, and the certificate of formation of the LLC shall have been canceled in the manner required by the Act.

ARTICLE VI

VALUATION

Section 6.1 Valuation. For purposes of this Agreement, the value of any property contributed by or distributed to any Participant shall be valued as determined by the Member(s).

ARTICLE VII

BOOKS OF ACCOUNT; MEETINGS

Section 7.1 Books. The Manager will maintain, on behalf of the LLC, complete and accurate books of account of the LLC's affairs, which books will be open to inspection by any Member (or his authorized representative) at any time during ordinary business hours and shall be maintained in accordance with the Act.

Section 7.2 Fiscal Year. The fiscal year of the LLC shall end on December 31 of each year or such other year end as the Manager may determine in its sole discretion.

Section 7.3 Tax Allocation and Reports.

(a) The income, gains, losses, deductions and credits of the LLC will be allocated, for federal, state and local income tax purposes, among the Participants in accordance with the allocation of such income, gains, losses, deductions and credits among the Participants for computing their Capital Accounts, except as otherwise provided in the Code or other applicable law.

(b) In accordance with Code Section 704(c) and the Treasury Regulations thereunder, income, gain, loss, deduction and expense with respect to any property contributed to the capital of the LLC shall, solely for tax purposes, be allocated among the Participants so as to take account of any variation between the adjusted basis of such property to the LLC for federal income tax purposes and its fair market value at the time of contribution.

(c) Within 75 days after the end of each fiscal year, the Tax Matters Partner (as defined below) shall cause the LLC to furnish each Participant with a copy of the LLC's tax return and form K-1 for such fiscal year.

(d) The LLC hereby designates the Manager to act as the "Tax Matters Partner" (as defined in Section 6231(a)(7) of the Code) in accordance with Sections 6221 through 6233 of the Code.

ARTICLE VIII

MISCELLANEOUS

Section 8.1 Amendments. This Agreement may be amended or modified and any provision hereof may be waived only by the Manager; provided, however, that any amendment or modification reducing disproportionately a Participant's LLC interest or other

interest in the profits or losses or in distributions or increasing such person's or entity's capital contribution shall be effective only with that person's or entity's consent.

Section 8.2 Successors. Except as otherwise provided herein, this Agreement will inure to the benefit of and be binding upon the Participants and their respective legal representatives, heirs, successors and permitted assigns.

Section 8.3 Governing Law; Severability. This Agreement will be construed in accordance with the laws of the State of Delaware and, to the maximum extent possible, in such manner as to comply with an the terms and conditions of the Act. If it is determined by a court of competent jurisdiction that any provision of this Agreement is invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

Section 8.4 Notices. All notices, demands and other communications to be given and delivered under or by reason of provisions under this Agreement shall be in writing and shall be deemed to have been given when personally delivered, mailed by first class mail (postage prepaid and return receipt requested), sent by telecopy or sent by reputable overnight courier service (charges prepaid) to the addresses or telecopy numbers set forth in Schedule I hereto or to such other addresses or telecopy numbers as have been supplied in writing to the LLC.

Section 8.5 Complete Agreement; Headings, Counterparts. This Agreement terminates and supersedes all other agreements concerning the subject matter hereof previously entered into among any of the parties. Descriptive headings are for convenience only and will not control or affect the meaning or construction of any provision of this Agreement. Wherever from the context it appears appropriate, each term stated in either the singular or the plural shall include the singular and the plural, and pronouns stated in either the masculine, feminine or the neuter gender shall include the masculine, the feminine and the neuter. This Agreement may be executed in any number of counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts together will constitute one agreement.

Section 8.6 Partition. Each Participant waives, until termination of the LLC, any and all rights that it may have to maintain an action for partition of the LLC's property.

Section 8.7 No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

* * * * * * * * *

IN WITNESS WHEREOF, the parties hereto have caused this Limited Liability Company Agreement to be signed as of the date first above written.

By: ACADIA HEALTHCARE COMPANY, LLC
Its: Managing Member

/s/ W. Gene Winters

By: W. Gene Winters, its Chief Financial Officer

SCHEDULE I

MEMBER(S)	CAPITAL CONTRIBUTION	PERCENTAGE INTEREST
Acadia Healthcare Company, LLC 30000 Mill Creek Avenue Suite 250 Alpharetta, Georgia 30022 Telephone: 770-772-4345 Telecopy: 770-772-9192 Attention: Chief Executive Officer	$ 100	100%

MANAGER

Acadia Healthcare Company, LLC

Exhibit 3.9

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:55 PM 02/02/2009
FILED 12:31 PM 02/02/2009
SRV 090091010 – 4650954 FILE

CERTIFICATE OF FORMATION

OF

ACADIA LOUISIANA, LLC

*** * ***

This Certificate of Formation of Acadia Louisiana, LLC (the "Company"), is being executed and filed by the undersigned, as an authorized person, for the purpose of forming a limited liability company under the Delaware Limited Liability Company Act.

1. The name of the limited liability company is Acadia Louisiana, LLC.

2. The Company's registered office in the State of Delaware is located at Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801, County of New Castle. The registered agent of the Company for service of process at such address is The Corporation Trust Company.

3. This Certificate of Formation shall become effective as of the date it is filed with the Secretary of State.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of the 1st day of February, 2009.

/s/ Trey Carter
Trey Carter
President and Chief Executive Officer

State of Delaware
Secretary of State
Division of Corporations
Delivered 05:09 PM 10/08/2009
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STATE OF DELAWARE
CERTIFICATE OF CHANGE OF AGENT
AMENDMENT OF LIMITED LIABILITY COMPANY

The limited liability company organized and existing under and by virtue of the Limited Liability Company Act of the State of Delaware, does hereby certify:

1. The name of the company is Acadia Louisiana, LLC

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2. The Certificate of Formation of the company is hereby amended to change the name and address of the registered agent and the address of the registered office within the State of Delaware as follows;

   National Registered Agents, Inc.
   160 Greentree Drive, Suite 101
   Dover, Delaware 19904
   County of Kent

Executed on 9/15/09

/s/ Robert Swinson

Name: Robert Swinson
Title: Authorized Person

Exhibit 3.10

LIMITED LIABILITY COMPANY AGREEMENT OF
ACADIA LOUISIANA, LLC,
D/B/A ACADIANA ADDICTION CENTER

THIS LIMITED LIABILITY COMPANY AGREEMENT, dated effective as of the 2nd day of February, 2009 (this "Agreement"), is adopted, executed and agreed to, for good and valuable consideration, by the sole Initial Member. Certain terms used herein are defined in Section 1.6.

ARTICLE I

GENERAL PROVISIONS; CAPITAL CONTRIBUTIONS; DEFINITIONS

Section 1.1 Formation. The formation of Acadia Louisiana, LLC, d/b/a Acadiana Addiction Center (the "LLC"), pursuant to and in accordance with the Delaware Limited Liability Company Act, 6 Del. C. §18-101, et seq., as amended from time to time (the "Act"), occurred on the date set forth above. An authorized person, within the meaning of the Act, has executed, delivered and filed the certificate of formation of the LLC (the "Certificate"). Upon the Initial Member's (i) execution of this Agreement or a counterpart hereof and (ii) the making of the capital contribution required by Section 1.5, such Member shall be admitted to the LLC as its sole initial member.

Section 1.2 Name. The name of the LLC will be "Acadia Louisiana, LLC," or such other name or names as the Manager may from time to time designate.

Section 1.3 Purpose. The LLC's purpose shall be to carry on any activities which may be lawfully be carried on by a limited liability company organized pursuant to the act.

Section 1.4 Registered Office; Registered Agent; Place of Business. The registered office of the LLC required by the Act to be maintained in the State of Delaware shall be the office of the initial registered agent named in the Certificate or such other office (which need not be a place of business of the LLC) as the Manager may designate from time to time in the manner provided by law. The registered agent of the LLC in the State of Delaware shall be the initial registered agent named in the Certificate or such other person or persons as the Manager may designate from time to time in the manner provided by law. The LLC will maintain an office and principal place of business at such place or places inside or outside the State of Delaware as the Manager may designate from time to time.

Section 1.5 Capital Contributions.

(a) The Initial Member shall, promptly following the execution of this Agreement, contribute to the capital of the LLC the amount set forth on Schedule I. All future capital contributions made by any Participant shall be reflected on the Company's books and records. Persons hereafter admitted as Members of the LLC shall make such contributions of cash (or promissory obligations), property or services to the LLC as shall

be determined by the Manager and the Member making the contribution in their sole discretion at the time of each such admission.

(b) No Participant shall have any responsibility to restore any negative balance in his, her or its Capital Account or to contribute to or in respect of liabilities or obligations of the LLC, whether arising in tort, contract or otherwise, or return distributions made by the LLC except as required by the Act or other applicable law. The failure of the LLC to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on the Participants for liabilities of the LLC.

(c) No interest shall be paid by the LLC on capital contributions or on balances in Capital Accounts.

(d) A Participant shall not be entitled to withdraw any part of its Capital Account or to receive any distributions from the LLC except as provided in Articles III and V; nor shall a Participant be entitled to make any capital contribution to the LLC other than as expressly provided herein. Any Participant may, with the approval of the Manager, make loans to the LLC, and any loan by a Participant to the LLC shall not be considered to be a capital contribution for any purpose and shall not result in an increase in the amount of the Capital Account of such Participant.

Section 1.6 Definitions. For purposes of this Agreement:

"Assignee" means a person or entity to whom an LLC interest has been transferred in a Transfer described in Section 4.3, unless and until such person or entity becomes a Member with respect to such LLC interest.

"Book Value" means, with respect to any LLC property, the LLC's adjusted basis for federal income tax purposes, except that the initial Book Value of any property contributed to the LLC shall be the value of such property on the date of such contribution, as agreed by the Manager and the Member contributing the property, and the Book Value of any LLC property shall be adjusted pursuant to Treasury Regulation Section 1.704-l(b)(2)(iv)(e) (in connection with a distribution of such property) or (f) (in connection with a revaluation of Capital Accounts).

"Capital Account" has the meaning set forth in Section 2.1.

"Code" means the Internal Revenue Code of 1986, as amended from time to time, and the regulations promulgated thereunder.

"Event of Withdrawal" means the death or dissolution of a Member.

"Initial Member" means Acadia Healthcare Company, LLC.

"Losses" for any period means all items of LLC loss, deduction and expense for such period determined according to Section 2.2.

"Majority in Interest" means the Member(s) holding a majority of Percentage Interests of all Members.

"Manager" means the party identified as such on Schedule I as the manager or its successor as provided for in Section 4.1(d) below. There shall be only one Manager.

"Member" means any of the parties identified on Schedule I as a member or admitted as a member after the date of this Agreement in accordance with the terms hereof, in each case for so long as such person continues to be a member hereunder.

"Participant" means a Member, a Terminated Member or an Assignee.

"Percentage Interest" means, in respect of each Participant, such Participant's interest in the income, gains, losses, deductions and expenses of the LLC as set forth on Schedule I.

"Profits" for any period means all items of LLC income and gain for such period determined according to Section 2.2.

"Terminated Member" means a person who has ceased to be a Member pursuant to Section 4.6.

Section 1.7 Term. The LLC shall continue until dissolved and terminated in accordance with Article V of this Agreement.

Section 1.8 No State-Law Partnership. The Participant(s) intend that the LLC not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Participant be a partner or joint venturer of any other Participant, for any purposes other than federal and, if applicable, state tax purposes, and neither this Agreement nor any other document entered into by the LLC or any Participant shall be construed to suggest otherwise. The Participant(s) intend that the LLC shall be treated as a partnership for federal and, if applicable, state income tax purposes, and that each Participant and the LLC shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

ARTICLE II

CAPITAL ACCOUNTS

Section 2.1 Capital Accounts. A "Capital Account" will be established for each Participant on the books of the LLC and will be adjusted as follows:

(a) Such Participant's contributions to the capital of the LLC will be credited to his, her or its Capital Account when received by the LLC.

(b) At the end of each fiscal year of the LLC and upon dissolution and winding up of the LLC pursuant to Article V, Profits for such period allocated to such Participant pursuant to Section 3.2 shall be credited, and Losses for such period allocated

to such Participant pursuant to Section 3.2 shall be debited, as the case may be, to such Participant's Capital Account.

(c) Any amounts distributed to such Participant will be debited against his, her or its Capital Account.

(d) Such Participant's Capital Account will otherwise be adjusted in accordance with Treas. Reg. §1.704-l(b)(2)(iv).

Section 2.2 Computation of Amounts. For purposes of computing the amount of any item of income, gain, loss, deduction or expense to be reflected in Capital Accounts, the determination, recognition and classification of each such item shall be the same as its determination, recognition and classification for federal income tax purposes; provided that:

(a) any income that is exempt from Federal income tax shall be added to such taxable income or losses and any expenditures of the LLC described in Section 705(a)(2)(B) of the Code or treated as Code Section 705(a)(2)(B) expenditures pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(i), shall be subtracted from such taxable income or losses;

(b) if the Book Value of any LLC property is adjusted pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(e) (in connection with a distribution of such property) or (f) (in connection with a revaluation of Capital Accounts), the amount of such adjustment shall be taken into account as gain or loss from the disposition of such property; and

(c) if property that is reflected on the books of the LLC has a Book Value that differs from the adjusted tax basis of such property, depreciation, amortization and gain or loss with respect to such property shall be determined by reference to such Book Value.

Section 2.3 Distribution in Kind. If securities are to be distributed in kind to the Participants pursuant to this Agreement, (i) such securities shall first be written up or down pursuant to Section 2.2(b) to their value (as determined pursuant to Article VI as of the date of such distribution), (ii) the Capital Accounts of the Participant(s) shall be adjusted immediately prior to the distribution as if such securities were sold at their value (as so determined) and (iii) the value of such securities (as so determined) received by each Participant shall be debited against his, her or its respective Capital Account at the time of distribution.

ARTICLE III

DISTRIBUTIONS AND ALLOCATIONS

Section 3.1 Distributions. Distributions of cash or other assets of the LLC shall be made at such times and in such amounts as the Manager may determine. Unless the Manager determines otherwise, distributions shall be made to Participants pro rata based on the Percentage Interests held by each Participant. Notwithstanding any provision to the contrary contained in this Agreement, the LLC shall not make a distribution to any Participant on account

of his, her or its interest in the LLC if such distribution would violate Section 18-607 of the Act or other applicable law.

Section 3.2 Allocation of Profits and Losses. Except as may be required by the Code, each item of income, gain, loss, deduction or expense to the LLC shall be allocated among the Participant(s) in proportion to the Percentage Interests held by each Participant.

MANAGEMENT AND MEMBER RIGHTS

Section 4.1 Management Authority.

(a) The Manager shall have the sole right to manage the business of the LLC and shall have all powers and rights necessary, appropriate or advisable to effectuate and carry out the purposes and business of the LLC, and, no Member other than the Manager, unless such Member is also the Manager, shall have any authority to act for or bind the LLC but shall have only the right to vote on or approve the actions herein specified to be voted on or approved by the Members.

(b) The Manager may appoint such officers, to such terms and to perform such functions as the Manager shall determine in its sole discretion. The Manager may appoint, employ or otherwise contract with such other persons or entities for the transaction of the business of the LLC or the performance of services for or on behalf of the LLC as it shall determine in its sole discretion. The Manager may delegate to any such officer, person or entity such authority to act on behalf of the LLC as the Manager may from time to time deem appropriate in its sole discretion.

(c) When the taking of such action has been authorized by the Manager, any officer of the LLC or any other person specifically authorized by the Manager, may execute any contract or other agreement or document on behalf of the LLC and may execute and file on behalf of the LLC with the Secretary of State of the State of Delaware any certificates of amendment to the LLC's certificate of formation, one or more restated certificates of formation and certificates of merger or consolidation and, upon the dissolution and completion of winding up of the LLC, at any time when there are no Members, or as otherwise provided in the Act, a certificate of cancellation canceling the LLC's certificate of formation.

(d) The Manager may be removed, with or without cause, by the affirmative vote of a Majority in Interest of the Member(s). Upon such removal, a Majority in Interest of the Member(s) shall appoint a successor Manager. The Manager may resign at any time upon ten days' prior notice to the Member(s). Upon such resignation, the Manager may appoint a successor Manager; provided, however, that such successor Manager must be approved by the affirmative vote of a Majority in Interest of the Member(s).

Section 4.2 Indemnification. Except as limited by law and subject to the provisions of this Section 4.2, each person and entity shall be entitled to be indemnified and held harmless on an as incurred basis by the LLC (but only after first making a claim for

indemnification available from any other source and only to the fullest extent permitted under the Act (including indemnification for negligence, gross negligence and breach of fiduciary duty to the extent so authorized) as amended from time to time (but, in the case of any such amendment, only to the extent that such amendment permits the LLC to provide broader indemnification rights than such law permitted the LLC to provide prior to such amendment) against all losses, liabilities and expenses, including attorneys' fees and expenses, arising from claims, actions and proceedings in which such person or entity may be involved, as a party or otherwise, by reason of his being or having been a Manager, Participant or officer of the LLC, or by reason of his serving at the request of the LLC as a director, officer, manager, member, partner, employee or agent of another limited liability company or of a corporation, partnership, joint venture, trust or other enterprise, including a service with respect to an employee benefit plan whether or not such person or entity continues to be such at the time any such loss, liability or expense is paid or incurred. The rights of indemnification provided in this Section 4.2 will be in addition to any rights to which such person may otherwise be entitled by contract or as a matter of law and shall extend to his successors and assigns. In particular, and without limitation of the foregoing, such person or entity shall be entitled to indemnification by the LLC against expenses (as incurred), including attorneys' fees and expenses, incurred by such person or entity upon the delivery by such person or entity to the LLC of a written undertaking (reasonably acceptable to the Manager). The LLC may, to the extent authorized from time to time by the Manager, grant rights to indemnification and to advancement of expenses to any employee or agent of the LLC to the fullest extent of the provisions of this Section 4.2 with respect to the indemnification and advancement of expenses of the Manager, Participants and officers of the LLC.

Section 4.3 Transfer of LLC Interest.

(a) No Participant shall sell, assign, transfer or otherwise dispose of, whether voluntarily or involuntarily or by operation of law (a "Transfer"), all or any portion of his, her or its interest in the LLC without the prior written consent of the Manager, which consent may be given or withheld in its sole discretion. No Participant shall pledge or otherwise encumber all or any portion of his, her or its interest in the LLC, without the prior written consent of the Manager, which consent may be given or withheld in its sole and absolute discretion.

(b) Notwithstanding any other provision of this Agreement, any Transfer by the Participants in contravention of any of the provisions of this Section 4.3 shall be void and ineffective, and shall not bind, or be recognized by, the LLC.

(c) If and to the extent any Transfer of an interest in the LLC is permitted hereunder, this Agreement (including the Exhibits hereto) shall be amended by the Manager to reflect the Transfer of the LLC interest to the transferee, to admit the transferee as a Member and to reflect the elimination of the transferring Participant (or the reduction of such Transferring Participant's interest in the LLC) and (if and to the extent then required by the Act) a certificate of amendment to the Certificate reflecting such admission and elimination (or reduction) shall be filed in accordance with the Act. The effectiveness of the Transfer of an interest in the LLC permitted hereunder and the admission of any new or substitute Member pursuant to this Section 4.3 shall be deemed

effective immediately prior to the Transfer of an interest in the LLC to such Participant or if later on the first date that the Manager receives evidence of such Transfer, including the terms thereof. If the transferring Participant has transferred all or any of its interest in the LLC pursuant to this Section 4.3, then, immediately following such transfer or if later on the first date that the Manager receives evidence of such Transfer, including the terms thereof, the transferring Participant shall cease to be a Participant with respect to such interest.

(d) Any person or entity who acquires in any manner whatsoever any interest in the LLC, irrespective of whether such person or entity has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefits of the acquisition thereof to have (i) made all of the capital contributions made by, (ii) received all of the distributions received by, and (iii) agreed to be subject to and bound by all the terms and conditions of this Agreement that, any predecessor in such interest in the LLC made, received and was subject to or bound by.

Section 4.4 Member Rights; Meetings.

(a) No Member, unless such Member is also the Manager, shall have any right, power or duty, including the right to approve or vote on any matter, except as expressly required by the Act or other applicable law or as expressly provided for hereunder.

(b) Unless a greater vote is required by the Act or as expressly provided for hereunder, the affirmative vote of a Majority in Interest of the Member(s) entitled to vote shall be required to approve any proposed action.

(c) Meetings of the Member(s) for the transaction of such business as may properly come before such Member(s) shall be held at such place, on such date and at such time as the Manager shall determine. Special meetings of Member(s) for any proper purpose or purposes may be called at any time by the Manager or the Member(s) holding a Majority in Interest. The LLC shall deliver oral or written notice (written notice may be delivered by mail) stating the date, time, place and purposes of any meeting to each Member entitled to vote at the meeting. Such notice shall be given not less than four (4) and no more than sixty (60) days before the date of the meeting.

(d) Any action required or permitted to be taken at an annual or special meeting of the Member(s) may be taken without a meeting, without prior notice, and without a vote, provided that written consents, setting forth all proposed actions to be taken at such meeting, are signed by the Member(s) holding at least the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all Member(s) entitled to vote on such action were present and voted. Every written consent shall bear the date and signature of each Member who signs such consent. Prompt notice of the taking of action without a meeting by less than unanimous written consent shall be given to all Members who have not consented in writing to such action.

Section 4.5 Additional Members. The Manager shall have the sole right to admit additional Members upon such terms and conditions, at such time or times as the Manager shall in its sole discretion determine. In connection with any such admission, the Manager shall amend Schedule I to reflect the name, address and capital contribution of the additional Member and the new Percentage Interests of all Participants.

Section 4.6 Termination of a Member. A person or entity will no longer be a Member for purposes of this Agreement upon an Event of Withdrawal. The Terminated Member shall only be entitled to continue to receive allocations of Profits and Losses and distributions of the LLC, including distributions pursuant to Article V hereof, as and when paid by the LLC, to the same extent such Terminated Member was entitled to such distributions as a Member. Except as provided in Section 8.1, such Terminated Member will not be entitled to participate in any LLC decision or determination, and his, her or its successors and assigns will acquire only his, her or its right to receive allocation of Profits and Losses and to share in LLC distributions.

Section 4.7 Outside Businesses. Any Participant may engage in or possess an interest in other business ventures of any nature or description, independently or with others, similar or dissimilar to the business of the LLC, and the LLC and the Participants shall have no rights by virtue of this Agreement in and to such independent ventures or the income or gains derived therefrom, and the pursuit of any such venture, even if competitive with the business of the LLC, shall not be deemed wrongful or improper. No Participant shall be obligated to present any particular investment opportunity to the LLC even if such opportunity is of a character that, if presented to the LLC, could be taken by the LLC, and any Participant shall have the right to take for his, her or its own account (individually or as a partner or fiduciary) or to recommend to others any such particular investment opportunity.

ARTICLE V

DURATION

Section 5.1 Duration. Subject to the provisions of Section 5.2 of this Agreement, the LLC shall be dissolved and its affairs wound up and terminated upon the first to occur of the following:

(a) The written consent of a Majority in Interest of the Members; or

(b) The entry of a decree of judicial dissolution under Section 18-802 of the Act.

Except as otherwise set forth in this Article V, the Member(s) intend for the Company to have perpetual existence.

Section 5.2 Continuation of the LLC. The occurrence of an Event of Withdrawal shall not dissolve the LLC if within ninety (90) days after the occurrence of such Event of Withdrawal, the business of the LLC is continued by the agreement of remaining Member(s) holding not less than a majority in interest (as defined in Revenue Procedure 94.46 or any successor thereto) of the remaining Member(s).

Section 5.3 Winding Up.

Upon dissolution of the LLC, the LLC shall be liquidated in an orderly manner. The Manager shall be the liquidator pursuant to this Agreement and shall proceed diligently to wind up the affairs of the LLC and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a LLC expense. The steps to be accomplished by the liquidator are as follows:

(a) First, the liquidator shall satisfy all of the LLC's debts and liabilities to creditors other than Participants (whether by payment or the reasonable provision for payment thereof);

(b) Second, the liquidator shall satisfy all of the LLC's debts and liabilities to Participants (whether by payment or the reasonable provision for payment thereof); and

(c) Third, all remaining assets shall be distributed to the Participants in accordance with Section 3.1.

Section 5.4 Termination. The LLC shall terminate when all of the assets of the LLC, after payment of or due provision for all debts, liabilities and obligations of the LLC, shall have been distributed to the Participants in the manner provided for in this Article V, and the certificate of formation of the LLC shall have been canceled in the manner required by the Act.

ARTICLE VI

VALUATION

Section 6.1 Valuation. For purposes of this Agreement, the value of any property contributed by or distributed to any Participant shall be valued as determined by the Member(s).

ARTICLE VII

BOOKS OF ACCOUNT; MEETINGS

Section 7.1 Books. The Manager will maintain, on behalf of the LLC, complete and accurate books of account of the LLC's affairs, which books will be open to inspection by any Member (or his authorized representative) at any time during ordinary business hours and shall be maintained in accordance with the Act.

Section 7.2 Fiscal Year. The fiscal year of the LLC shall end on December 31 of each year or such other year end as the Manager may determine in its sole discretion.

Section 7.3 Tax Allocation and Reports.

(a) The income, gains, losses, deductions and credits of the LLC will be allocated, for federal, state and local income tax purposes, among the Participants in

accordance with the allocation of such income, gains, losses, deductions and credits among the Participants for computing their Capital Accounts, except as otherwise provided in the Code or other applicable law.

(b) In accordance with Code Section 704(c) and the Treasury Regulations thereunder, income, gain, loss, deduction and expense with respect to any property contributed to the capital of the LLC shall, solely for tax purposes, be allocated among the Participants so as to take account of any variation between the adjusted basis of such property to the LLC for federal income tax purposes and its fair market value at the time of contribution.

(c) Within 75 days after the end of each fiscal year, the Tax Matters Partner (as defined below) shall cause the LLC to furnish each Participant with a copy of the LLC's tax return and form K-1 for such fiscal year.

(d) The LLC hereby designates the Manager to act as the "Tax Matters Partner" (as defined in Section 6231(a)(7) of the Code) in accordance with Sections 6221 through 6233 of the Code.

ARTICLE VIII

MISCELLANEOUS

Section 8.1 Amendments. This Agreement may be amended or modified and any provision hereof may be waived only by the Manager; provided, however, that any amendment or modification reducing disproportionately a Participant's LLC interest or other interest in the profits or losses or in distributions or increasing such person's or entity's capital contribution shall be effective only with that person's or entity's consent.

Section 8.2 Successors. Except as otherwise provided herein, this Agreement will inure to the benefit of and be binding upon the Participants and their respective legal representatives, heirs, successors and permitted assigns.

Section 8.3 Governing Law; Severability. This Agreement will be construed in accordance with the laws of the State of Delaware and, to the maximum extent possible, in such manner as to comply with an the terms and conditions of the Act. If it is determined by a court of competent jurisdiction that any provision of this Agreement is invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

Section 8.4 Notices. All notices, demands and other communications to be given and delivered under or by reason of provisions under this Agreement shall be in writing and shall be deemed to have been given when personally delivered, mailed by first class mail (postage prepaid and return receipt requested), sent by telecopy or sent by reputable overnight courier service (charges prepaid) to the addresses or telecopy numbers set forth in Schedule I hereto or to such other addresses or telecopy numbers as have been supplied in writing to the LLC.

Section 8.5 Complete Agreement; Headings, Counterparts. This Agreement terminates and supersedes all other agreements concerning the subject matter hereof previously entered into among any of the parties. Descriptive headings are for convenience only and will not control or affect the meaning or construction of any provision of this Agreement. Wherever from the context it appears appropriate, each term stated in either the singular or the plural shall include the singular and the plural, and pronouns stated in either the masculine, feminine or the neuter gender shall include the masculine, the feminine and the neuter. This Agreement may be executed in any number of counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts together will constitute one agreement.

Section 8.6 Partition. Each Participant waives, until termination of the LLC, any and all rights that it may have to maintain an action for partition of the LLC's property.

Section 8.7 No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

* * * * * * * * *

IN WITNESS WHEREOF, the parties hereto have caused this Limited Liability Company Agreement to be signed as of the date first above written.

By: ACADIA HEALTHCARE COMPANY, LLC Its: Initial Member

/s/ Trey Carter

Trey Carter
President and Chief Executive Officer

SCHEDULE I

MEMBER(S)	CAPITAL CONTRIBUTION	PERCENTAGE INTEREST
Acadia Healthcare Company, LLC 2849 Paces Ferry Road Suite 750 Atlanta, Georgia 30339 Telephone: 678-324-5002 Telecopy: 770-772-9192 Attention: Chief Executive Officer	$ 100	100%

MANAGER

Acadia Healthcare Company, LLC

Exhibit 3.11

CERTIFICATE OF INCORPORATION
OF
ACADIA MANAGEMENT COMPANY, INC.

ARTICLE ONE

The name of the corporation is Acadia Management Company, Inc.

ARTICLE TWO

The address of the corporation's registered office in the State of Delaware is 160 Greentree Drive, Suite 160 in the City of Dover, County of Kent, 19904. The name of its registered agent at such address is National Registered Agents, Inc.

ARTICLE THREE

The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

ARTICLE FOUR

The total number of shares of stock which the corporation has authority to issue is one thousand (1,000) shares of Common Stock, par value one cent ($0.01) per share.

ARTICLE FIVE

The name and mailing address of the sole incorporator are as follows:

NAME AND MAILING ADDRESS

Thaddine G. Gomez
200 East Randolph Drive
Suite 5400
Chicago, Illinois 60601

ARTICLE SIX

The corporation is to have perpetual existence.

ARTICLE SEVEN

In furtherance and not in limitation of the powers conferred by statute, the board of directors of the corporation is expressly authorized to make, alter or repeal the by-laws of the corporation.

State of Delaware
Secretary of State
Division of Corporations
Delivered 05:56 PM 10/24/2005
FILED 05:58 PM 10/24/2005
SRV 050867803 – 4050072 FILE

ARTICLE EIGHT

Meetings of stockholders may be held within or without the State of Delaware, as the by-laws of the corporation may provide, The books of the corporation may be kept outside the State of Delaware at such place or places as may be designated from time to time by the board of directors or in the by-laws of the corporation, Election of directors need not be by written ballot unless the by-laws of the corporation so provide.

ARTICLE NINE

To the fullest extent permitted by the General Corporation Law of the State of Delaware as the same exists or may hereafter be amended, a director of this corporation shall not be liable to the corporation or its stockholders for monetary damages for a breach of fiduciary duty as a director. Any repeal or modification of this ARTICLE NINE shall not adversely affect any tight or protection of a director of the corporation existing at the time of such repeal or modification.

ARTICLE TEN

The corporation expressly elects not to be governed by §203 of the General Corporation Law of the State of Delaware.

ARTICLE ELEVEN

The corporation reserves the right to amend, alter, change or repeal any provision contained in this certificate of incorporation in the manner now or hereafter prescribed herein and by the laws of the State of Delaware, and all rights conferred upon stockholders herein are granted subject to this reservation.

I, THE UNDERSIGNED, being the sole incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, do make this certificate, hereby declaring and certifying that this is my act and deed and the facts stated herein are true, and accordingly have hereunto set my hand on the 24th day of October, 2005.

/s/ Thaddine G. Gomez

Thaddine G. Gomez
Incorporator

Exhibit 3.12

BY-LAWS

OF

ACADIA MANAGEMENT COMPANY, INC.
A Delaware corporation

(Adopted as of October 24, 2005)

ARTICLE I
OFFICES

Section 1. Registered Office. The registered office of the corporation in the State of Delaware shall be located at Delaware is 160 Greentree, Suite 160, in the City of Dover, County of Kent, 19904. The name of the corporation's registered agent at such address shall be National Registered Agents, Inc. The registered office and/or registered agent of the corporation may be changed from time to time by action of the board of directors.

Section 2. Other Offices. The corporation may also have offices at such other places, both within and without the State of Delaware, as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. Place and Time of Meetings. An annual meeting of the stockholders shall be held each year within one hundred twenty (120) days after the close of the immediately preceding fiscal year of the corporation for the purpose of electing directors and conducting such other proper business as may come before the meeting. The date, time and place of the annual meeting shall be determined by the president of the corporation; provided, that if the president does not act, the board of directors shall determine the date, time and place of such meeting.

Section 2. Special Meetings. Special meetings of stockholders may be called for any purpose and may be held at such time and place, within or without the State of Delaware, as shall be stated in a notice of meeting or in a duly executed waiver of notice thereof. Such meetings may be called at any time by the board of directors or the president and shall be called by the president upon the written request of holders of shares entitled to cast not less than a majority of the votes at the meeting, such written request shall state the purpose or purposes of the meeting and shall be delivered to the president.

Section 3. Place of Meetings. The board of directors may designate any place, either within or without the State of Delaware, as the place of meeting for any annual meeting or for any special meeting called by the board of directors. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal executive office of the corporation.

Section 4. Notice. Whenever stockholders are required or permitted to take action at a meeting, written or printed notice stating the place, date, time, and, in the case of special meetings, the purpose or purposes, of such meeting, shall be given to each stockholder entitled to vote at such meeting not less than ten (10) nor more than sixty (60) days before the date of the meeting. All such notices shall be delivered, either personally or by mail, by or at the direction of the board of directors, the president or the secretary, and if mailed, such notice shall be deemed to be delivered when deposited in the United States mail, postage prepaid, addressed to the stockholder at his, her or its address as the same appears on the records of the corporation. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

Section 5. Stockholders List. The officer having charge of the stock ledger of the corporation shall make, at least ten (10) days before every meeting of the stockholders, a complete list of the stockholders entitled to vote at such meeting arranged in alphabetical order, showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

Section 6. Quorum. The holders of a majority of the outstanding shares of capital stock, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders, except as otherwise provided by statute or by the certificate of incorporation. If a quorum is not present, the holders of a majority of the shares present in person or represented by proxy at the meeting, and entitled to vote at the meeting, may adjourn the meeting to another time and/or place.

Section 7. Adjourned Meetings. When a meeting is adjourned to another time and place, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting the corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

Section 8. Vote Required. When a quorum is present, the affirmative vote of the majority of shares present in person or represented by proxy at the meeting and entitled to vote on the subject matter shall be the act of the stockholders, unless the question is one upon which by express provisions of an applicable law or of the certificate of incorporation a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 9. Voting Rights. Except as otherwise provided by the General Corporation Law of the State of Delaware or by the certificate of incorporation of the corporation or any

amendments thereto and subject to Section 3 of Article VI hereof, every stockholder shall at every meeting of the stockholders be entitled to one (1) vote in person or by proxy for each share of common stock held by such stockholder.

Section 10. Proxies. Each stockholder entitled to vote at a meeting of stockholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for him or her by proxy, but no such proxy shall be voted or acted upon after three (3) years from its date, unless the proxy provides for a longer period. A duly executed proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A proxy may be made irrevocable regardless of whether the interest with which it is coupled is an interest in the stock itself or an interest in the corporation generally. Any proxy is suspended when the person executing the proxy is present at a meeting of stockholders and elects to vote, except that when such proxy is coupled with an interest and the fact of the interest appears on the face of the proxy, the agent named in the proxy shall have all voting and other rights referred to in the proxy, notwithstanding the presence of the person executing the proxy. At each meeting of the stockholders, and before any voting commences, all proxies filed at or before the meeting shall be submitted to and examined by the secretary or a person designated by the secretary, and no shares may be represented or voted under a proxy that has been found to be invalid or irregular.

Section 11. Action by Written Consent. Unless otherwise provided in the certificate of incorporation, any action required to be taken at any annual or special meeting of stockholders of the corporation, or any action which may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken and bearing the dates of signature of the stockholders who signed the consent or consents, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the corporation by delivery to its registered office in the state of Delaware, or the corporation's principal place of business, or an officer or agent of the corporation having custody of the book or books in which proceedings of meetings of the stockholders are recorded. Delivery made to the corporation's registered office shall be by hand or by certified or registered mail, return receipt requested provided, however, that no consent or consents delivered by certified or registered mail shall be deemed delivered until such consent or consents are actually received at the registered office. All consents properly delivered in accordance with this section shall be deemed to be recorded when so delivered. No written consent shall be effective to take the corporate action referred to therein unless, within sixty (60) days of the earliest dated consent delivered to the corporation as required by this section, written consents signed by the holders of a sufficient number of shares to take such corporate action are so recorded. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing. Any action taken pursuant to such written consent or consents of the stockholders shall have the same force and effect as if taken by the stockholders at a meeting thereof.

ARTICLE III
DIRECTORS

Section 1. General Powers. The business and affairs of the corporation shall be managed by or under the direction of the board of directors.

Section 2. Number, Election and Term of Office. The number of directors which shall constitute the first board shall be three (3). Thereafter, the number of directors shall be established from time to time by resolution of the board. The directors shall be elected by a plurality of the votes of the shares present in person or represented by proxy at the meeting and entitled to vote in the election of directors. The directors shall be elected in this manner at the annual meeting of the stockholders, except as provided in Section 4 of this Article III. Each director elected shall hold office until a successor is duly elected and qualified or until his or her earlier death, resignation or removal as hereinafter provided.

Section 3. Removal and Resignation. Any director or the entire board of directors may be removed at any time, with or without cause, by the holders of a majority of the shares then entitled to vote at an election of directors. Whenever the holders of any class or series are entitled to elect one or more directors by the provisions of the corporation's certificate of incorporation, the provisions of this section shall apply, in respect to the removal without cause of a director or directors so elected, to the vote of the holders of the outstanding shares of that class or series and not to the vote of the outstanding shares as a whole. Any director may resign at any time upon written notice to the corporation.

Section 4. Vacancies. Vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filled by a majority of the directors then in office, though less than a quorum, or by a sole remaining director. Each director so chosen shall hold office until a successor is duly elected and qualified or until his or her earlier death, resignation or removal as herein provided.

Section 5. Annual Meetings. The annual meeting of each newly elected board of directors shall be held without other notice than this by-law immediately after, and at the same place as, the annual meeting of stockholders.

Section 6. Other Meetings and Notice. Regular meetings, other than the annual meeting, of the board of directors may be held without notice at such time and at such place as shall from time to time be determined by resolution of the board. Special meetings of the board of directors may be called by or at the request of the president on at least twenty-four (24) hours notice to each director, either personally, by telephone, by mail, or by telegraph.

Section 7. Quorum, Required Vote and Adjournment. A majority of the total number of directors shall constitute a quorum for the transaction of business. The vote of a majority of directors present at a meeting at which a quorum is present shall be the act of the board of directors. If a quorum shall not be present at any meeting of the board of directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 8. Committees. The board of directors may, by resolution passed by a majority of the whole board, designate one or more committees, each committee to consist of one or more of the directors of the corporation, which to the extent provided in such resolution or these by-laws shall have and may exercise the powers of the board of directors in the management and affairs of the corporation except as otherwise limited by law. The board of directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the board of directors. Each committee shall keep regular minutes of its meetings and report the same to the board of directors when required.

Section 9. Committee Rules. Each committee of the board of directors may fix its own rules of procedure and shall hold its meetings as provided by such rules, except as may otherwise be provided by a resolution of the board of directors designating such committee. Unless otherwise provided in such a resolution, the presence of at least a majority of the members of the committee shall be necessary to constitute a quorum. In the event that a member and that member's alternate, if alternates are designated by the board of directors as provided in Section 8 of this Article III, of such committee is or are absent or disqualified, the member or members thereof present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the board of directors to act at the meeting in place of any such absent or disqualified member.

Section 10. Communications Equipment. Members of the board of directors or any committee thereof may participate in and act at any meeting of such board or committee through the use of a conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and participation in the meeting pursuant to this section shall constitute presence in person at the meeting.

Section 11. Waiver of Notice and Presumption of Assent. Any member of the board of directors or any committee thereof who is present at a meeting shall be conclusively presumed to have waived notice of such meeting except when such member attends for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened. Such member shall be conclusively presumed to have assented to any action taken unless his or her dissent shall be entered in the minutes of the meeting or unless his or her written dissent to such action shall be filed with the person acting as the secretary of the meeting before the adjournment thereof or shall be forwarded by registered mail to the secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to any member who voted in favor of such action.

Section 12. Action by Written Consent. Unless otherwise restricted by the certificate of incorporation, any action required or permitted to be taken at any meeting of the board of directors, or of any committee thereof, may be taken without a meeting if all members of the board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the board or committee.

ARTICLE IV
OFFICERS

Section 1. Number. The officers of the corporation shall be elected by the board of directors and shall consist of a president, one or more vice-presidents, secretary, a treasurer, and such other officers and assistant officers as may be deemed necessary or desirable by the board of directors. Any number of offices may be held by the same person. In its discretion, the board of directors may choose not to fill any office for any period as it may deem advisable, except that the offices of president and secretary shall be filled as expeditiously as possible.

Section 2. Election and Term of Office. The officers of the corporation shall be elected annually by the board of directors at its first meeting held after each annual meeting of stockholders or as soon thereafter as conveniently may be. The president shall be elected annually by the board of directors at the first meeting of the board of directors held after each annual meeting of stockholders or as soon thereafter as conveniently may be. The president shall appoint other officers to serve for such terms as he or she deems desirable. Vacancies may be filled or new offices created and filled at any meeting of the board of directors. Each officer shall hold office until a successor is duly elected and qualified or until his or her earlier death, resignation or removal as hereinafter provided.

Section 3. Removal. Any officer or agent elected by the board of directors may be removed by the board of directors whenever in its judgment the best interests of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

Section 4. Vacancies. Any vacancy occurring in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the board of directors for the unexpired portion of the term by the board of directors then in office.

Section 5. Compensation. Compensation of all officers shall be fixed by the board of directors, and no officer shall be prevented from receiving such compensation by virtue of his or her also being a director of the corporation.

Section 6. The President. The president shall be the chief executive officer of the corporation; shall preside at all meetings of the stockholders and board of directors at which he is present; subject to the powers of the board of directors, shall have general charge of the business, affairs and property of the corporation, and control over its officers, agents and employees; and shall see that all orders and resolutions of the board of directors are carried into effect. The president shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the board of directors to some other officer or agent of the corporation. The president shall have such other powers and perform such other duties as may be prescribed by the board of directors or as may be provided in these by-laws.

Section 7. Vice-presidents. The vice-president, or if there shall be more than one, the vice-presidents in the order determined by the board of directors or by the president, shall, in the

absence or disability of the president, act with all of the powers and be subject to all the restrictions of the president. The vice-presidents shall also perform such other duties and have such other powers as the board of directors, the president or these by-laws may, from time to time, prescribe.

Section 8. The Secretary and Assistant Secretaries. The secretary shall attend all meetings of the board of directors, all meetings of the committees thereof and all meetings of the stockholders and record all the proceedings of the meetings in a book or books to be kept for that purpose. Under the president's supervision, the secretary shall give, or cause to be given, all notices required to be given by these by-laws or by law; shall have such powers and perform such duties as the board of directors, the president or these by-laws may, from time to time, prescribe; and shall have custody of the corporate seal of the corporation. The secretary, or an assistant secretary, shall have authority to affix the corporate seal to any instrument requiring it and when so affixed, it may be attested by his signature or by the signature of such assistant secretary. The board of directors may give general authority to any other officer to affix the seal of the corporation and to attest the affixing by his signature. The assistant secretary, or if there be more than one, the assistant secretaries in the order determined by the board of directors, shall, in the absence or disability of the secretary, perform the duties and exercise the powers of the secretary and shall perform such other duties and have such other powers as the board of directors, the president, or secretary may, from time to time, prescribe.

Section 9. The Treasurer and Assistant Treasurer. The treasurer shall have the custody of the corporate funds and securities; shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation; shall deposit all monies and other valuable effects in the name and to the credit of the corporation as may be ordered by the board of directors; shall cause the funds of the corporation to be disbursed when such disbursements have been duly authorized, taking proper vouchers for such disbursements; and shall render to the president and the board of directors, at its regular meeting or when the board of directors so requires, an account of the corporation; shall have such powers and perform such duties as the board of directors, the president or these by-laws may, from time to time, prescribe. If required by the board of directors, the treasurer shall give the corporation a bond (which shall be rendered every six (6) years) in such sums and with such surety or sureties as shall be satisfactory to the board of directors for the faithful performance of the duties of the office of treasurer and for the restoration to the corporation, in case of death, resignation, retirement, or removal from office, of all books, papers, vouchers, money, and other property of whatever kind in the possession or under the control of the treasurer belonging to the corporation. The assistant treasurer, or if there shall be more than one, the assistant treasurers in the order determined by the board of directors, shall in the absence or disability of the treasurer, perform the duties and exercise the powers of the treasurer. The assistant treasurers shall perform such other duties and have such other powers as the board of directors, the president or treasurer may, from time to time, prescribe.

Section 10. Other Officers, Assistant Officers and Agents. Officers, assistant officers and agents, if any, other than those whose duties are provided for in these by-laws, shall have such authority and perform such duties as may from time to time be prescribed by resolution of the board of directors.

Section 11. Absence or Disability of Officers. In the case of the absence or disability of any officer of the corporation and of any person hereby authorized to act in such officer's place during such officer's absence or disability, the board of directors may by resolution delegate the powers and duties of such officer to any other officer or to any director, or to any other person whom it may select.

ARTICLE V
INDEMNIFICATION OF OFFICERS, DIRECTORS AND OTHERS

Section 1. Nature of Indemnity. Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he, or a person of whom he is the legal representative, is or was a director or officer, of the corporation or is or was serving at the request of the corporation as a director, officer, employee, fiduciary, or agent of another corporation or of a partnership, joint venture, trust or other enterprise, shall be indemnified and held harmless by the corporation to the fullest extent which it is empowered to do so unless prohibited from doing so by the General Corporation Law of the State of Delaware, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than said law permitted the corporation to provide prior to such amendment) against all expense, liability and loss (including attorneys' fees actually and reasonably incurred by such person in connection with such proceeding) and such indemnification shall inure to the benefit of his heirs, executors and administrators; provided, however, that, except as provided in Section 2 hereof, the corporation shall indemnify any such person seeking indemnification in connection with a proceeding initiated by such person only if such proceeding was authorized by the board of directors of the corporation. The right to indemnification conferred in this Article V shall be a contract right and, subject to Sections 2 and 5 hereof, shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition. The corporation may, by action of its board of directors, provide indemnification to employees and agents of the corporation with the same scope and effect as the foregoing indemnification of directors and officers.

Section 2. Procedure for Indemnification of Directors and Officers. Any indemnification of a director or officer of the corporation under Section 1 of this Article V or advance of expenses under Section 5 of this Article V shall be made promptly, and in any event within thirty (30) days, upon the written request of the director or officer. If a determination by the corporation that the director or officer is entitled to indemnification pursuant to this Article V is required, and the corporation fails to respond within sixty (60) days to a written request for indemnity, the corporation shall be deemed to have approved the request. If the corporation denies a written request for indemnification or advancing of expenses, in whole or in part, or if payment in full pursuant to such request is not made within thirty (30) days, the right to indemnification or advances as granted by this Article V shall be enforceable by the director or officer in any court of competent jurisdiction. Such person's costs and expenses incurred in connection with successfully establishing his right to indemnification, in whole or in part, in any such action shall also be indemnified by the corporation. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any, has been

tendered to the corporation) that the claimant has not met the standards of conduct which make it permissible under the General Corporation Law of the State of Delaware for the corporation to indemnify the claimant for the amount claimed, but the burden of such defense shall be on the corporation. Neither the failure of the corporation (including its board of directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he has met the applicable standard of conduct set forth in the General Corporation Law of the State of Delaware, nor an actual determination by the corporation (including its board of directors, independent legal counsel, or its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

Section 3. Article Not Exclusive. The rights to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article V shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the certificate of incorporation, by-law, agreement, vote of stockholders or disinterested directors or otherwise.

Section 4. Insurance. The corporation may purchase and maintain insurance on its own behalf and on behalf of any person who is or was a director, officer, employee, fiduciary, or agent of the corporation or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, whether or not the corporation would have the power to indemnify such person against such liability under this Article V.

Section 5. Expenses. Expenses incurred by any person described in Section 1 of this Article V in defending a proceeding shall be paid by the corporation in advance of such proceeding's final disposition unless otherwise determined by the board of directors in the specific case upon receipt of an undertaking by or on behalf of the director or officer to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the corporation. Such expenses incurred by other employees and agents may be so paid upon such terms and conditions, if any, as the board of directors deems appropriate.

Section 6. Employees and Agents. Persons who are not covered by the foregoing provisions of this Article V and who are or were employees or agents of the corporation, or who are or were serving at the request of the corporation as employees or agents of another corporation, partnership, joint venture, trust or other enterprise, may be indemnified to the extent authorized at any time or from time to time by the board of directors.

Section 7. Contract Rights. The provisions of this Article V shall be deemed to be a contract right between the corporation and each director or officer who serves in any such capacity at any time while this Article V and the relevant provisions of the General Corporation Law of the State of Delaware or other applicable law are in effect, and any repeal or modification of this Article V or any such law shall not affect any rights or obligations then existing with respect to any state of facts or proceeding then existing.

Section 8. Merger or Consolidation. For purposes of this Article V, references to "the corporation" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, and employees or agents, so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under this Article V with respect to the resulting or surviving corporation as he or she would have with respect to such constituent corporation if its separate existence had continued.

ARTICLE VI
CERTIFICATES OF STOCK

Section 1. Form. Every holder of stock in the corporation shall be entitled to have a certificate, signed by, or in the name of the corporation by the president or a vice-president and the secretary or an assistant secretary of the corporation, certifying the number of shares of a specific class or series owned by such holder in the corporation. If such a certificate is countersigned (1) by a transfer agent or an assistant transfer agent other than the corporation or its employee or (2) by a registrar, other than the corporation or its employee, the signature of any such president, vice-president, secretary, or assistant secretary may be facsimiles. In case any officer or officers who have signed, or whose facsimile signature or signatures have been used on, any such certificate or certificates shall cease to be such officer or officers of the corporation whether because of death, resignation or otherwise before such certificate or certificates have been delivered by the corporation, such certificate or certificates may nevertheless be issued and delivered as though the person or persons who signed such certificate or certificates or whose facsimile signature or signatures have been used thereon had not ceased to be such officer or officers of the corporation. All certificates for shares shall be consecutively numbered or otherwise identified. The name of the person to whom the shares represented thereby are issued, with the number of shares and date of issue, shall be entered on the books of the corporation. Shares of stock of the corporation shall only be transferred on the books of the corporation by the holder of record thereof or by such holder's attorney duly authorized in writing, upon surrender to the corporation of the certificate or certificates for such shares endorsed by the appropriate person or persons, with such evidence of the authenticity of such endorsement, transfer, authorization, and other matters as the corporation may reasonably require, and accompanied by all necessary stock transfer stamps. In that event, it shall be the duty of the corporation to issue a new certificate to the person entitled thereto, cancel the old certificate or certificates, and record the transaction on its books. The board of directors may appoint a bank or trust company organized under the laws of the United States or any state thereof to act as its transfer agent or registrar, or both in connection with the transfer of any class or series of securities of the corporation.

Section 2. Lost Certificates. The board of directors may direct a new certificate or certificates to be issued in place of any certificate or certificates previously issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen, or destroyed. When authorizing such issue of a new certificate or certificates, the board of directors may, in its

discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen, or destroyed certificate or certificates, or his or her legal representative, to give the corporation a bond sufficient to indemnify the corporation against any claim that may be made against the corporation on account of the loss, theft or destruction of any such certificate or the issuance of such new certificate.

Section 3. Fixing a Record Date for Stockholder Meetings. In order that the corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, the board of directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the board of directors, and which record date shall not be more than sixty (60) nor less than ten (10) days before the date of such meeting. If no record date is fixed by the board of directors, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be the close of business on the next day preceding the day on which notice is given, or if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the board of directors may fix a new record date for the adjourned meeting.

Section 4. Fixing a Record Date for Action by Written Consent. In order that the corporation may determine the stockholders entitled to consent to corporate action in writing without a meeting, the board of directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the board of directors, and which date shall not be more than ten (10) days after the date upon which the resolution fixing the record date is adopted by the board of directors. If no record date has been fixed by the board of directors, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting, when no prior action by the board of directors is required by statute, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the corporation by delivery to its registered office in the State of Delaware, its principal place of business, or an officer or agent of the corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to the corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. If no record date has been fixed by the board of directors and prior action by the board of directors is required by statute, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting shall be at the close of business on the day on which the board of directors adopts the resolution taking such prior action.

Section 5. Fixing a Record Date for Other Purposes. In order that the corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment or any rights or the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purposes of any other lawful action, the board of directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than sixty (60) days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the board of directors adopts the resolution relating thereto.

Section 6. Registered Stockholders. Prior to the surrender to the corporation of the certificate or certificates for a share or shares of stock with a request to record the transfer of such share or shares, the corporation may treat the registered owner as the person entitled to receive dividends, to vote, to receive notifications, and otherwise to exercise all the rights and powers of an owner. The corporation shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof.

Section 7. Subscriptions for Stock. Unless otherwise provided for in the subscription agreement, subscriptions for shares shall be paid in full at such time, or in such installments and at such times, as shall be determined by the board of directors. Any call made by the board of directors for payment on subscriptions shall be uniform as to all shares of the same class or as to all shares of the same series. In case of default in the payment of any installment or call when such payment is due, the corporation may proceed to collect the amount due in the same manner as any debt due the corporation.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the corporation, subject to the provisions of the certificate of incorporation, if any, may be declared by the board of directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property, or in shares of the capital stock, subject to the provisions of the certificate of incorporation. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or any other purpose and the directors may modify or abolish any such reserve in the manner in which it was created.

Section 2. Checks, Drafts or Orders. All checks, drafts, or other orders for the payment of money by or to the corporation and all notes and other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers, agent or agents of the corporation, and in such manner, as shall be determined by resolution of the board of directors or a duly authorized committee thereof.

Section 3. Contracts. The board of directors may authorize any officer or officers, or any agent or agents, of the corporation to enter into any contract or to execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

Section 4. Loans. The corporation may lend money to, or guarantee any obligation of, or otherwise assist any officer or other employee of the corporation or of its subsidiary, including any officer or employee who is a director of the corporation or its subsidiary, whenever, in the judgment of the directors, such loan, guaranty or assistance may reasonably be expected to benefit the corporation. The loan, guaranty or other assistance may be with or without interest, and may be unsecured, or secured in such manner as the board of directors shall approve, including, without limitation, a pledge of shares of stock of the corporation. Nothing in

this section contained shall be deemed to deny, limit or restrict the powers of guaranty or warranty of the corporation at common law or under any statute.

Section 5. Fiscal Year. The fiscal year of the corporation shall be fixed by resolution of the board of directors.

Section 6. Corporate Seal. The board of directors shall provide a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the corporation and the words “Corporate Seal, Delaware”. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 7. Voting Securities Owned By Corporation. Voting securities in any other corporation held by the corporation shall be voted by the president, unless the board of directors specifically confers authority to vote with respect thereto, which authority may be general or confined to specific instances, upon some other person or officer. Any person authorized to vote securities shall have the power to appoint proxies, with general power of substitution.

Section 8. Inspection of Books and Records. Any stockholder of record, in person or by attorney or other agent, shall, upon written demand under oath stating the purpose thereof, have the right during the usual hours for business to inspect for any proper purpose the corporation’s stock ledger, a list of its stockholders, and its other books and records, and to make copies or extracts therefrom. A proper purpose shall mean any purpose reasonably related to such person’s interest as a stockholder. In every instance where an attorney or other agent shall be the person who seeks the right to inspection, the demand under oath shall be accompanied by a power of attorney or such other writing which authorizes the attorney or other agent to so act on behalf of the stockholder. The demand under oath shall be directed to the corporation at its registered office in the State of Delaware or at its principal place of business.

Section 9. Section Headings. Section headings in these by-laws are for convenience of reference only and shall not be given any substantive effect in limiting or otherwise construing any provision herein.

Section 10. Inconsistent Provisions. In the event that any provision of these by-laws is or becomes inconsistent with any provision of the certificate of incorporation, the General Corporation Law of the State of Delaware or any other applicable law, the provision of these by-laws shall not be given any effect to the extent of such inconsistency but shall otherwise be given full force and effect.

ARTICLE VIII
AMENDMENTS

These by-laws may be amended, altered, or repealed and new by-laws adopted at any meeting of the board of directors by a majority vote. The fact that the power to adopt, amend, alter, or repeal the by-laws has been conferred upon the board of directors shall not divest the stockholders of the same powers.

Exhibit 3.13

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:23 PM 05/13/2011
FILED 04:20 PM 05/13/2011
SRV 110546582 – 4982583 FILE

CERTIFICATE OF FORMATION
OF
ACADIA MERGER SUB, LLC

*** * * ***

Adopted in accordance with the provisions of §18-101
of the Limited Liability Company Act
of the State of Delaware
* * * *

The undersigned, being duly authorized to execute and file this Certificate of Formation for the purpose of forming a limited liability company pursuant to the Delaware Limited Liability Company Act, 6 Del. C. Section 18-101, et seq., does hereby certify as follows:

FIRST

The name of the limited liability company is Acadia Merger Sub, LLC.

SECOND

The address of the registered office in the State of Delaware is 1209 Orange Street, in the City of Wilmington, County of New Castle, 19801. The name and address of the registered agent for service of process in the State of Delaware is The Corporation Trust Company, 1209 Orange Street, in the City of Wilmington, County of New Castle, 19801.

The undersigned has duly executed this Certificate of Formation as of May 13, 2011.

By: */s/ Jordannah Bangi*
Name: Jordannah Bangi
Title: Authorized Person

State of Delaware
Secretary of State
Division of Corporations
Delivered 03:07 PM 10/31/2011
FILED 03:02 PM 10/31/2011
SRV 111151113 - 4982583 FILE

CERTIFICATE OF MERGER

OF

PHC, INC.
(a Massachusetts corporation)

WITH AND INTO

ACADIA MERGER SUB, LLC
(a Delaware limited liability company)

Pursuant to Title 6, Section 18-209 of the Delaware Limited Liability Company Act

Acadia Merger Sub, LLC, a Delaware limited liability company, does hereby certify:

FIRST: The names and jurisdictions of formation or organization of each domestic limited liability company and other business entity which is to merge are as follows:

Name	Jurisdiction
PHC, Inc.	Massachusetts
Acadia Merger Sub, LLC	Delaware

SECOND: An Agreement and Plan of Merger, dated as of May 23, 2011, by and between Acadia Healthcare Company, Inc., a Delaware corporation, Acadia Merger Sub, LLC, a Delaware limited liability company, and PHC, Inc., a Massachusetts corporation (the "Disappearing Corporation"), has been approved, adopted, certified, executed and acknowledged by each domestic limited liability company and other business entity which is to merge in accordance with Section 18-209 of the Delaware Limited Liability Company Act.

THIRD: The limited liability company surviving the merger is Acadia Merger Sub, LLC (the "Surviving Company").

FOURTH: The executed Agreement and Plan of Merger between the aforesaid constituent entities is on file at the office of the Surviving Company at Acadia Merger Sub, LLC, 830 Crescent Centre Drive, Suite 610, Franklin, TN 37067. A copy of the Agreement and Plan of Merger will be provided by the Surviving Company, upon request and without cost, to any member of the Surviving Company or any stockholder of the Disappearing Corporation.

FIFTH: This Certificate of Merger shall become effective at 9:15 a.m. Eastern Time on November 1, 2011.

[Signature Page Follows]

IN WITNESS WHEREOF, the Surviving Company has caused this Certificate of Merger to be executed on the 31st day of October, 2011.

ACADIA MERGER SUB, LLC

By: */s/ Christopher L. Howard*
Name: Christopher L. Howard
Title: Authorized Person

Exhibit 3.14

LIMITED LIABILITY COMPANY AGREEMENT

OF

ACADIA MERGER SUB, LLC

This Limited Liability Company Agreement (this "Agreement") of Acadia Merger Sub, LLC, a Delaware limited liability company (the "Company"), is entered into as of May 13, 2011, by Acadia Healthcare Company, Inc., a Delaware corporation (the "Sole Member").

The Company was formed on May 13, 2011 under the name of Acadia Merger Sub, LLC pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del.C. §18-101, et seq.), as amended from time to time (the "Act").

1. Name. The name of the Company is Acadia Merger Sub, LLC.

2. Purpose. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, engaging in any lawful act or activity for which limited liability companies may be formed under the Act.

3. Term. The term of the Company began on May 13, 2011, the date the Company's Certificate of Formation was filed with the Delaware Secretary of State, and shall continue until the Company is dissolved by act of the Sole Member or by operation of law.

4. Registered Office. The address of the registered office of the Company in the State of Delaware is 1209 Orange Street, in the City of Wilmington, County of New Castle, 19801.

5. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is The Corporation Trust Company, 1209 Orange Street, in the City of Wilmington, County of New Castle, 19801.

6. Member and Membership Interest Ownership. The name of the Sole Member and its percentage ownership of the Company are set forth in Exhibit A, as amended from time to time in accordance with the terms of this Agreement.

7. Capital Contributions. The Sole Member has contributed the amount in cash set forth on Exhibit A hereto, and no other property, to the Company.

8. Management.

a. The business and affairs of the Company shall be managed by the Sole Member. All actions taken by the Sole Member shall require the affirmative vote (whether by proxy or otherwise) of the Sole Member holding all of the membership interests in the Company. The Sole Member may appoint such officers, hire such employees, and engage such other agents of the Company as it may from time to time consider appropriate.

b. The officers of the Company (the "Officers") appointed by the written consent of the Sole Member shall have the power to do any and all acts necessary or convenient to, or for the furtherance of, the purposes described herein, including all powers, statutory or otherwise, possessed by the Sole Member under the laws of the State of Delaware and, to the extent the Sole Member has delegated such

power to officers, employees and other agents of the Company, such officers, employees, and other agents shall have such power.

9. Allocations of Profits and Losses. The Company's profits and losses shall be allocated to the Sole Member as determined by the Sole Member.

10. Distributions. Distributions shall be made to the Sole Member at the time and in the aggregate amounts determined by the Sole Member.

11. Certificates and Legends. The Company hereby irrevocably elects that all membership interests in the Company shall be securities governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend: "The membership interests represented by this certificate are securities within the meaning of, and shall be governed by, Article 8 of the Uniform Commercial Code as adopted and in effect in the State of Delaware." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

12. Assignments. The Sole Member shall not assign, sell, transfer or otherwise dispose of, in whole or in part, its limited liability company interest in the Company.

13. No Additional Members. The Company shall not admit any additional members to the Company without the prior written consent of the Sole Member.

14. Liability of Member. The Sole Member shall not have any liability for the obligations or liabilities of the Company except to the extent required by the Act.

15. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Delaware, all rights and remedies being governed by said laws.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Agreement as of the date first above written.

ACADIA HEALTHCARE COMPANY, INC.

By: /s/ Christopher L. Howard
Name:
Its:

Exhibit A

Member

Member	Percentage Ownership	Capital Contribution
Acadia Healthcare Company, Inc.	100%	$ 10.00

AMENDMENT NO. 1
TO
LIMITED LIABILITY COMPANY AGREEMENT
OF
ACADIA MERGER SUB, LLC

September 9, 2011

THIS AMENDMENT NO. 1 (this "Amendment") to the Limited Liability Company Agreement of Acadia Merger Sub, LLC, a Delaware limited liability company (the "Company"), dated as of May 13,2011 (the "Limited Liability Company Agreement"), is made as of September 9, 2011, by Acadia Healthcare Company, Inc., a Delaware corporation and sole member of the Company (the "Sole Member"). Capitalized terms used herein without definition shall have the meanings ascribed thereto in the Limited Liability Company Agreement.

W I T N E S S E T H:

WHEREAS, the Sole Member is party to that certain Limited Liability Company Agreement relating to the management and operation of the Company; and

WHEREAS, the Sole Member desires to amend the Limited Liability Company Agreement as set forth in this Amendment.

NOW, THEREFORE, the Sole Member hereby amends the Limited Liability Company Agreement as follows:

1. Amendments to Transfer Restrictions. The Limited Liability Company Agreement is hereby amended to add the following new Sections immediately following Section 15 thereto:

"16. Amendments. This Agreement may be amended or modified and any provision hereof may be waived by the Sole Member.

17. No Restrictions on Transfers. Notwithstanding any other provision in this Agreement, (x) the Sole Member may pledge its limited liability company interest as security for a loan to such Sole Member or any affiliate of the Sole Member, (y) a pledgee of the Sole Member's membership interest in the Company may transfer such limited liability company interest in connection with such pledgee's exercise of its rights and remedies with respect thereto, or such pledgee or its assignee may elect to be substituted for the Sole Member under this Agreement in connection with such pledgee's exercise of such rights and remedies."

2. Full Force and Effect. Except as amended herein, the Limited Liability Company Agreement shall remain in full force and effect.

3. Governing Law; Counterparts. This Amendment shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the principles of conflicts of laws. This Amendment may be executed in counterparts, each of which shall constitute an

original but all of which when taken together shall constitute a single agreement. Delivery of an original signature page by facsimile or electronic transmission shall constitute delivery of an original counterpart.

* * * * *

IN WITNESS WHEREOF, the Sole Member has duly executed this Amendment as of date first set forth above.

SOLE MEMBER:

ACADIA HEALTHCARE COMPANY, INC.

By: /s/ Christopher L. Howard
Name: Christopher L. Howard
Title: VP, General Counsel and Secretary

[Signature Page to Amendment No. 1 to Acadia Merger Sub, LLC Limited Liability Company Agreement]

Exhibit 3.15

STATE *of* DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE *of* FORMATION

First: The name of the limited liability company is Acadia RiverWoods, LLC

Second: The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street in the City of Wilmington. Zip code 19801. The name of its Registered agent at such address is The Corporation Trust Company County of New Castle.

Third: (Use this paragraph only if the company is to have a specific effective date of dissolution; "The latest date on which the limited liability company is to dissolve is _____.")

Fourth: (Insert any other matters the members determine to include herein.)

n/a

To Witness Whereof, the undersigned have executed this Certificate of Formation this 22 day of May, 2008.

By: /s/ Trey Carter
Authorized Person (s)

Name: Trey Carter

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:46 PM 05/23/2008
FILED 01:43 PM 05/23/2008
SRV 080596600 – 4551886 FILE

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:09 AM 04/13/2010
FILED 10:00 AM 04/13/2010
SRV 100375826 – 4551886 FILE

STATE OF DELAWARE
CERTIFICATE OF CHANGE OF AGENT
AMENDMENT OF LIMITED LIABILITY COMPANY

The limited liability company organized and existing under and by virtue of the Limited Liability Company Act of the State of Delaware, does hereby certify:

1. The name of the company is Acadia Riverwoods, LLC

2. The Certificate of Formation of the company is hereby amended to change the name and address of the registered agent and the address of the registered office within the State of Delaware as follows:

   National Registered Agents, Inc.
   160 Greentree Drive, Suite 101
   Dover, Delaware 19904
   County of Kent

Executed on April 12, 2010

/s/ Danny Carpenter
Name: Danny Carpenter
Title: Authorized Person

Exhibit 3.16

LIMITED LIABILITY COMPANY AGREEMENT OF
ACADIA RIVERWOODS, LLC

THIS LIMITED LIABILITY COMPANY AGREEMENT, dated effective as of the 23rd day of May, 2008 (this "Agreement"), is adopted, executed and agreed to, for good and valuable consideration, by the sole Initial Member. Certain terms used herein are defined in Section 1.6.

ARTICLE I

GENERAL PROVISIONS; CAPITAL CONTRIBUTIONS; DEFINITIONS

Section 1.1 Formation. The formation of Acadia River Woods, LLC (the "LLC") pursuant to and in accordance with the Delaware Limited Liability Company Act, 6 Del. C. §18-101, et seq., as amended from time to time (the "Act"), occurred on May 23, 2008. An authorized person, within the meaning of the Act, has executed, delivered and filed the certificate of formation of the LLC (the "Certificate"). Upon the Initial Member's (i) execution of this Agreement or a counterpart hereof and (ii) the making of the capital contribution required by Section 1.5, such Member shall be admitted to the LLC as its sole initial member.

Section 1.2 Name. The name of the LLC will be "Acadia River Woods, LLC," or such other name or names as the Manager may from time to time designate.

Section 1.3 Purpose. The LLC's purpose shall be to carry on any activities which may be lawfully be carried on by a limited liability company organized pursuant to the Act.

Section 1.4 Registered Office; Registered Agent; Place of Business. The registered office of the LLC required by the Act to be maintained in the State of Delaware shall be the office of the initial registered agent named in the Certificate or such other office (which need not be a place of business of the LLC) as the Manager may designate from time to time in the manner provided by law. The registered agent of the LLC in the State of Delaware shall be the initial registered agent named in the Certificate or such other person or persons as the Manager may designate from time to time in the manner provided by law. The LLC will maintain an office and principal place of business at such place or places inside or outside the State of Delaware as the Manager may designate from time to time.

Section 1.5 Capital Contributions.

(a) The Initial Member shall, promptly following the execution of this Agreement, contribute to the capital of the LLC the amount set forth on Schedule I. All future capital contributions made by any Participant shall be reflected on the Company's books and records. Persons hereafter admitted as Members of the LLC shall make such contributions of cash (or promissory obligations), property or services to the LLC as shall be determined by the Manager and the Member making the contribution in their sole discretion at the time of each such admission.

(b) No Participant shall have any responsibility to restore any negative balance in his, her or its Capital Account or to contribute to or in respect of liabilities or obligations of the LLC, whether arising in tort, contract or otherwise, or return distributions made by the LLC except as required by the Act or other applicable law. The failure of the LLC to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on the Participants for liabilities of the LLC.

(c) No interest shall be paid by the LLC on capital contributions or on balances in Capital Accounts.

(d) A Participant shall not be entitled to withdraw any part of its Capital Account or to receive any distributions from the LLC except as provided in Articles III and V; nor shall a Participant be entitled to make any capital contribution to the LLC other than as expressly provided herein. Any Participant may, with the approval of the Manager, make loans to the LLC, and any loan by a Participant to the LLC shall not be considered to be a capital contribution for any purpose and shall not result in an increase in the amount of the Capital Account of such Participant.

Section 1.6 Definitions. For purposes of this Agreement:

"Assignee" means a person or entity to whom an LLC interest has been transferred in a Transfer described in Section 4.3, unless and until such person or entity becomes a Member with respect to such LLC interest.

"Book Value" means, with respect to any LLC property, the LLC's adjusted basis for federal income tax purposes, except that the initial Book Value of any property contributed to the LLC shall be the value of such property on the date of such contribution, as agreed by the Manager and the Member contributing the property, and the Book Value of any LLC property shall be adjusted pursuant to Treasury Regulation Section 1.704-l(b)(2)(iv)(e) (in connection with a distribution of such property) or (f) (in connection with a revaluation of Capital Accounts).

"Capital Account" has the meaning set forth in Section 2.1.

"Code" means the Internal Revenue Code of 1986, as amended from time to time, and the regulations promulgated thereunder.

"Event of Withdrawal" means the death or dissolution of a Member.

"Initial Member" means Acadia Healthcare Company, LLC.

"Losses" for any period means all items of LLC loss, deduction and expense for such period determined according to Section 2.2.

"Majority in Interest" means the Member(s) holding a majority of Percentage Interests of all Members.

"Manager" means the party identified as such on Schedule I as the manager or its successor as provided for in Section 4.1(d) below. There shall be only one Manager.

"Member" means any of the parties identified on Schedule I as a member or admitted as a member after the date of this Agreement in accordance with the terms hereof, in each case for so long as such person continues to be a member hereunder.

"Participant" means a Member, a Terminated Member or an Assignee.

"Percentage Interest" means, in respect of each Participant, such Participant's interest in the income, gains, losses, deductions and expenses of the LLC as set forth on Schedule I.

"Profits" for any period means all items of LLC income and gain for such period determined according to Section 2.2.

"Terminated Member" means a person who has ceased to be a Member pursuant to Section 4.6.

Section 1.7 Term. The LLC shall continue until dissolved and terminated in accordance with Article V of this Agreement.

Section 1.8 No State-Law Partnership. The Participant(s) intend that the LLC not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Participant be a partner or joint venturer of any other Participant, for any purposes other than federal and, if applicable, state tax purposes, and neither this Agreement nor any other document entered into by the LLC or any Participant shall be construed to suggest otherwise. The Participant(s) intend that the LLC shall be treated as a partnership for federal and, if applicable, state income tax purposes, and that each Participant and the LLC shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

ARTICLE II

CAPITAL ACCOUNTS

Section 2.1 Capital Accounts. A "Capital Account" will be established for each Participant on the books of the LLC and will be adjusted as follows:

(a) Such Participant's contributions to the capital of the LLC will be credited to his, her or its Capital Account when received by the LLC.

(b) At the end of each fiscal year of the LLC and upon dissolution and winding up of the LLC pursuant to Article V, Profits for such period allocated to such Participant pursuant to Section 3.2 shall be credited, and Losses for such period allocated to such Participant pursuant to Section 3.2 shall be debited, as the case may be, to such Participant's Capital Account.

(c) Any amounts distributed to such Participant will be debited against his, her or its Capital Account.

(d) Such Participant's Capital Account will otherwise be adjusted in accordance with Treas. Reg. §1.704-l(b)(2)(iv).

Section 2.2 Computation of Amounts. For purposes of computing the amount of any item of income, gain, loss, deduction or expense to be reflected in Capital Accounts, the determination, recognition and classification of each such item shall be the same as its determination, recognition and classification for federal income tax purposes; provided that:

(a) any income that is exempt from Federal income tax shall be added to such taxable income or losses and any expenditures of the LLC described in Section 705(a)(2)(B) of the Code or treated as Code Section 705(a)(2)(B) expenditures pursuant to Treasury Regulation Section 1.704-1 (b)(2)(iv)(i), shall be subtracted from such taxable income or losses;

(b) if the Book Value of any LLC property is adjusted pursuant to Treasury Regulation Section 1.704-l(b)(2)(iv)(e) (in connection with a distribution of such property) or (f) (in connection with a revaluation of Capital Accounts), the amount of such adjustment shall be taken into account as gain or loss from the disposition of such property; and

(c) if property that is reflected on the books of the LLC has a Book Value that differs from the adjusted tax basis of such property, depreciation, amortization and gain or loss with respect to such property shall be determined by reference to such Book Value.

Section 2.3 Distribution in Kind. If securities are to be distributed in kind to the Participants pursuant to this Agreement, (i) such securities shall first be written up or down pursuant to Section 2.2(b) to their value (as determined pursuant to Article VI as of the date of such distribution), (ii) the Capital Accounts of the Participant(s) shall be adjusted immediately prior to the distribution as if such securities were sold at their value (as so determined) and (iii) the value of such securities (as so determined) received by each Participant shall be debited against his, her or its respective Capital Account at the time of distribution.

ARTICLE III

DISTRIBUTIONS AND ALLOCATIONS

Section 3.1 Distributions. Distributions of cash or other assets of the LLC shall be made at such times and in such amounts as the Manager may determine. Unless the Manager determines otherwise, distributions shall be made to Participants pro rata based on the Percentage Interests held by each Participant. Notwithstanding any provision to the contrary contained in this Agreement, the LLC shall not make a distribution to any Participant on account of his, her or its interest in the LLC if such distribution would violate Section 18-607 of the Act or other applicable law.

Section 3.2 Allocation of Profits and Losses. Except as may be required by the Code, each item of income, gain, loss, deduction or expense to the LLC shall be allocated among the Participant(s) in proportion to the Percentage Interests held by each Participant.

ARTICLE IV

MANAGEMENT AND MEMBER RIGHTS

Section 4.1 Management Authority.

(a) The Manager shall have the sole right to manage the business of the LLC and shall have all powers and rights necessary, appropriate or advisable to effectuate and carry out the purposes and business of the LLC, and, no Member other than the Manager, unless such Member is also the Manager, shall have any authority to act for or bind the LLC but shall have only the right to vote on or approve the actions herein specified to be voted on or approved by the Members.

(b) The Manager may appoint such officers, to such terms and to perform such functions as the Manager shall determine in its sole discretion. The Manager may appoint, employ or otherwise contract with such other persons or entities for the transaction of the business of the LLC or the performance of services for or on behalf of the LLC as it shall determine in its sole discretion. The Manager may delegate to any such officer, person or entity such authority to act on behalf of the LLC as the Manager may from time to time deem appropriate in its sole discretion.

(c) When the taking of such action has been authorized by the Manager, any officer of the LLC or any other person specifically authorized by the Manager, may execute any contract or other agreement or document on behalf of the LLC and may execute and file on behalf of the LLC with the Secretary of State of the State of Delaware any certificates of amendment to the LLC's certificate of formation, one or more restated certificates of formation and certificates of merger or consolidation and, upon the dissolution and completion of winding up of the LLC, at any time when there are no Members, or as otherwise provided in the Act, a certificate of cancellation canceling the LLC's certificate of formation.

(d) The Manager may be removed, with or without cause, by the affirmative vote of a Majority in Interest of the Member(s). Upon such removal, a Majority in Interest of the Member(s) shall appoint a successor Manager. The Manager may resign at any time upon ten days' prior notice to the Member(s). Upon such resignation, the Manager may appoint a successor Manager; provided, however, that such successor Manager must be approved by the affirmative vote of a Majority in Interest of the Member(s).

Section 4.2 Indemnification. Except as limited by law and subject to the provisions of this Section 4.2, each person and entity shall be entitled to be indemnified and held harmless on an as incurred basis by the LLC (but only after first making a claim for indemnification available from any other source and only to the extent indemnification is not

provided by that source) to the fullest extent permitted under the Act (including indemnification for negligence, gross negligence and breach of fiduciary duty to the extent so authorized) as amended from time to time (but, in the case of any such amendment, only to the extent that such amendment permits the LLC to provide broader indemnification rights than such law permitted the LLC to provide prior to such amendment) against all losses, liabilities and expenses, including attorneys' fees and expenses, arising from claims, actions and proceedings in which such person or entity may be involved, as a party or otherwise, by reason of his being or having been a Manager, Participant or officer of the LLC, or by reason of his serving at the request of the LLC as a director, officer, manager, member, partner, employee or agent of another limited liability company or of a corporation, partnership, joint venture, trust or other enterprise, including a service with respect to an employee benefit plan whether or not such person or entity continues to be such at the time any such loss, liability or expense is paid or incurred. The rights of indemnification provided in this Section 4.2 will be in addition to any rights to which such person may otherwise be entitled by contract or as a matter of law and shall extend to his successors and assigns. In particular, and without limitation of the foregoing, such person or entity shall be entitled to indemnification by the LLC against expenses (as incurred), including attorneys' fees and expenses, incurred by such person or entity upon the delivery by such person or entity to the LLC of a written undertaking (reasonably acceptable to the Manager). The LLC may, to the extent authorized from time to time by the Manager, grant rights to indemnification and to advancement of expenses to any employee or agent of the LLC to the fullest extent of the provisions of this Section 4.2 with respect to the indemnification and advancement of expenses of the Manager, Participants and officers of the LLC.

Section 4.3 Transfer of LLC Interest.

(a) No Participant shall sell, assign, transfer or otherwise dispose of, whether voluntarily or involuntarily or by operation of law (a "Transfer"), all or any portion of his, her or its interest in the LLC without the prior written consent of the Manager, which consent may be given or withheld in its sole discretion. No Participant shall pledge or otherwise encumber all or any portion of his, her or its interest in the LLC, without the prior written consent of the Manager, which consent may be given or withheld in its sole and absolute discretion.

(b) Notwithstanding any other provision of this Agreement, any Transfer by the Participants in contravention of any of the provisions of this Section 4.3 shall be void and ineffective, and shall not bind, or be recognized by, the LLC.

(c) If and to the extent any Transfer of an interest in the LLC is permitted hereunder, this Agreement (including the Exhibits hereto) shall be amended by the Manager to reflect the Transfer of the LLC interest to the transferee, to admit the transferee as a Member and to reflect the elimination of the transferring Participant (or the reduction of such Transferring Participant's interest in the LLC) and (if and to the extent then required by the Act) a certificate of amendment to the Certificate reflecting such admission and elimination (or reduction) shall be filed in accordance with the Act. The effectiveness of the Transfer of an interest in the LLC permitted hereunder and the admission of any new or substitute Member pursuant to this Section 4.3 shall be deemed effective immediately prior to the Transfer of an interest in the LLC to such Participant or

if later on the first date that the Manager receives evidence of such Transfer, including the terms thereof. If the transferring Participant has transferred all or any of its interest in the LLC pursuant to this Section 4.3, then, immediately following such transfer or if later on the first date that the Manager receives evidence of such Transfer, including the terms thereof, the transferring Participant shall cease to be a Participant with respect to such interest.

(d) Any person or entity who acquires in any manner whatsoever any interest in the LLC, irrespective of whether such person or entity has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefits of the acquisition thereof to have (i) made all of the capital contributions made by, (ii) received all of the distributions received by, and (iii) agreed to be subject to and bound by all the terms and conditions of this Agreement that, any predecessor in such interest in the LLC made, received and was subject to or bound by.

Section 4.4 Member Rights; Meetings.

(a) No Member, unless such Member is also the Manager, shall have any right, power or duty, including the right to approve or vote on any matter, except as expressly required by the Act or other applicable law or as expressly provided for hereunder.

(b) Unless a greater vote is required by the Act or as expressly provided for hereunder, the affirmative vote of a Majority in Interest of the Member(s) entitled to vote shall be required to approve any proposed action.

(c) Meetings of the Member(s) for the transaction of such business as may properly come before such Member(s) shall be held at such place, on such date and at such time as the Manager shall determine. Special meetings of Member(s) for any proper purpose or purposes may be called at any time by the Manager or the Member(s) holding a Majority in Interest. The LLC shall deliver oral or written notice (written notice may be delivered by mail) stating the date, time, place and purposes of any meeting to each Member entitled to vote at the meeting. Such notice shall be given not less than four (4) and no more than sixty (60) days before the date of the meeting.

(d) Any action required or permitted to be taken at an annual or special meeting of the Member(s) may be taken without a meeting, without prior notice, and without a vote, provided that written consents, setting forth all proposed actions to be taken at such meeting, are signed by the Member(s) holding at least the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all Member(s) entitled to vote on such action were present and voted. Every written consent shall bear the date and signature of each Member who signs such consent. Prompt notice of the taking of action without a meeting by less than unanimous written consent shall be given to all Members who have not consented in writing to such action.

Section 4.5 Additional Members. The Manager shall have the sole right to admit additional Members upon such terms and conditions, at such time or times as the Manager

shall in its sole discretion determine. In connection with any such admission, the Manager shall amend Schedule I to reflect the name, address and capital contribution of the additional Member and the new Percentage Interests of all Participants.

Section 4.6 Termination of a Member. A person or entity will no longer be a Member for purposes of this Agreement upon an Event of Withdrawal. The Terminated Member shall only be entitled to continue to receive allocation of Profits and Losses and distributions of the LLC, including distributions pursuant to Article V hereof, as and when paid by the LLC, to the same extent such Terminated Member was entitled to such distributions as a Member. Except as provided in Section 8.1, such Terminated Member will not be entitled to participate in any LLC decision or determination, and his, her or its successors and assigns will acquire only his, her or its right to receive allocation of Profits and Losses and to share in LLC distributions.

Section 4.7 Outside Businesses. Any Participant may engage in or possess an interest in other business ventures of any nature or description, independently or with others, similar or dissimilar to the business of the LLC, and the LLC and the Participants shall have no rights by virtue of this Agreement in and to such independent ventures or the income or gains derived therefrom, and the pursuit of any such venture, even if competitive with the business of the LLC, shall not be deemed wrongful or improper. No Participant shall be obligated to present any particular investment opportunity to the LLC even if such opportunity is of a character that, if presented to the LLC, could be taken by the LLC, and any Participant shall have the right to take for his, her or its own account (individually or as a partner or fiduciary) or to recommend to others any such particular investment opportunity.

ARTICLE V

DURATION

Section 5.1 Duration. Subject to the provisions of Section 5.2 of this Agreement, the LLC shall be dissolved and its affairs wound up and terminated upon the first to occur of the following:

(a) The written consent of a Majority in Interest of the Members; or

(b) The entry of a decree of judicial dissolution under Section 18-802 of the Act.

Except as otherwise set forth in this Article V, the Member(s) intend for the Company to have perpetual existence.

Section 5.2 Continuation of the LLC. The occurrence of an Event of Withdrawal shall not dissolve the LLC if within ninety (90) days after the occurrence of such Event of Withdrawal, the business of the LLC is continued by the agreement of remaining Member(s) holding not less than a majority in interest (as defined in Revenue Procedure 94.46 or any successor thereto) of the remaining Member(s).

Section 5.3 Winding Up.

Upon dissolution of the LLC, the LLC shall be liquidated in an orderly manner. The Manager shall be the liquidator pursuant to this Agreement and shall proceed diligently to wind up the affairs of the LLC and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a LLC expense. The steps to be accomplished by the liquidator are as follows:

(a) First, the liquidator shall satisfy all of the LLC's debts and liabilities to creditors other than Participants (whether by payment or the reasonable provision for payment thereof);

(b) Second, the liquidator shall satisfy all of the LLC's debts and liabilities to Participants (whether by payment or the reasonable provision for payment thereof); and

(c) Third, all remaining assets shall be distributed to the Participants in accordance with Section 3.1.

Section 5.4 Termination. The LLC shall terminate when all of the assets of the LLC, after payment of or due provision for all debts, liabilities and obligations of the LLC, shall have been distributed to the Participants in the manner provided for in this Article V, and the certificate of formation of the LLC shall have been canceled in the manner required by the Act.

ARTICLE VI

VALUATION

Section 6.1 Valuation. For purposes of this Agreement, the value of any property contributed by or distributed to any Participant shall be valued as determined by the Member(s).

ARTICLE VII

BOOKS OF ACCOUNT; MEETINGS

Section 7.1 Books. The Manager will maintain, on behalf of the LLC, complete and accurate books of account of the LLC's affairs, which books will be open to inspection by any Member (or his authorized representative) at any time during ordinary business hours and shall be maintained in accordance with the Act.

Section 7.2 Fiscal Year. The fiscal year of the LLC shall end on December 31 of each year or such other year end as the Manager may determine in its sole discretion.

Section 7.3 Tax Allocation and Reports.

(a) The income, gains, losses, deductions and credits of the LLC will be allocated, for federal, state and local income tax purposes, among the Participants in

accordance with the allocation of such income, gains, losses, deductions and credits among the Participants for computing their Capital Accounts, except as otherwise provided in the Code or other applicable law.

(b) In accordance with Code Section 704(c) and the Treasury Regulations thereunder, income, gain, loss, deduction and expense with respect to any property contributed to the capital of the LLC shall, solely for tax purposes, be allocated among the Participants so as to take account of any variation between the adjusted basis of such property to the LLC for federal income tax purposes and its fair market value at the time of contribution.

(c) Within 75 days after the end of each fiscal year, the Tax Matters Partner (as defined below) shall cause the LLC to furnish each Participant with a copy of the LLC's tax return and form K-l for such fiscal year.

(d) The LLC hereby designates the Manager to act as the "Tax Matters Partner" (as defined in Section 6231(a)(7) of the Code) in accordance with Sections 6221 through 6233 of the Code.

ARTICLE VIII

MISCELLANEOUS

Section 8.1 Amendments. This Agreement may be amended or modified and any provision hereof may be waived only by the Manager; provided, however, that any amendment or modification reducing disproportionately a Participant's LLC interest or other interest in the profits or losses or in distributions or increasing such person's or entity's capital contribution shall be effective only with that person's or entity's consent.

Section 8.2 Successors. Except as otherwise provided herein, this Agreement will inure to the benefit of and be binding upon the Participants and their respective legal representatives, heirs, successors and permitted assigns.

Section 8.3 Governing Law; Severability. This Agreement will be construed in accordance with the laws of the State of Delaware and, to the maximum extent possible, in such manner as to comply with an the terms and conditions of the Act. If it is determined by a court of competent jurisdiction that any provision of this Agreement is invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

Section 8.4 Notices. All notices, demands and other communications to be given and delivered under or by reason of provisions under this Agreement shall be in writing and shall be deemed to have been given when personally delivered, mailed by first class mail (postage prepaid and return receipt requested), sent by telecopy or sent by reputable overnight courier service (charges prepaid) to the addresses or telecopy numbers set forth in Schedule I hereto or to such other addresses or telecopy numbers as have been supplied in writing to the LLC.

Section 8.5 Complete Agreement; Headings, Counterparts. This Agreement terminates and supersedes all other agreements concerning the subject matter hereof previously entered into among any of the parties. Descriptive headings are for convenience only and will not control or affect the meaning or construction of any provision of this Agreement. Wherever from the context it appears appropriate, each term stated in either the singular or the plural shall include the singular and the plural, and pronouns stated in either the masculine, feminine or the neuter gender shall include the masculine, the feminine and the neuter. This Agreement may be executed in any number of counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts together will constitute one agreement.

Section 8.6 Partition. Each Participant waives, until termination of the LLC, any and all rights that it may have to maintain an action for partition of the LLC's property.

Section 8.7 No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

* * * * * * * * *

IN WITNESS WHEREOF, the parties hereto have caused this Limited Liability Company Agreement to be signed as of the date first above written.

By: ACADIA HEALTHCARE COMPANY, LLC
Its: Initial Member

/s/ Trey Carter
Trey Carter
President and Chief Executive Officer

[Signature page to Acadia RiverWoods, LLC Operating Agreement]

SCHEDULE I

MEMBER(S)	CAPITAL CONTRIBUTION	PERCENTAGE INTEREST
Acadia Healthcare Company, LLC 2849 Paces Ferry Road Suite 750 Atlanta, Georgia 30339 Telephone: 678-324-5002 Telecopy: 770-772-9192 Attention: Chief Executive Officer	$ 100	100%

MANAGER

Acadia Healthcare Company, LLC

Exhibit 3.17

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:59 PM 08/21/2009
FILED 11:59 AM 08/21/2009
SRV 090797457 – 4722832 FILE

STATE *of* DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE *of* FORMATION

First: The name of the limited liability company is Acadia Village, LLC

Second: The address of its registered office in the State of Delaware is 1209 Orange Street in the City of Wilmington. Zip code 19801. The name of its Registered agent at such address is The Corporation Trust Company

Third: (Use this paragraph only if the company is to have a specific effective date of dissolution: "The latest date on which the limited liability company is to dissolve is _____.")

Fourth: (Insert any other matters the members determine to include herein.)

N/A

In Witness Whereof, the undersigned have executed this Certificate of Formation this 21 day of August, 2009 .

By: /s/ Trey Carter
Authorized Person (s)

Name: Trey Carter, Pres

Exhibit 3.18

LIMITED LIABILITY COMPANY AGREEMENT OF
ACADIA VILLAGE, LLC

This LIMITED LIABILITY COMPANY AGREEMENT, dated effective as of the 29th day of September, 2009 (this "Agreement"), is adopted, executed and agreed to, for good and valuable consideration, by and between the sole Initial Member and Acadia Village, LLC (the "LLC"). Certain terms used herein are defined in Section 1.6.

ARTICLE I

GENERAL PROVISIONS; CAPITAL CONTRIBUTIONS; DEFINITIONS

Section 1.1 Formation. The formation of the LLC, pursuant to and in accordance with the Delaware Limited Liability Company Act, 6 Del. C. §18-101, et seq., as amended from time to time (the "Act"), occurred on August 21, 2009. An authorized person, within the meaning of the Act, has executed, delivered and filed the certificate of formation of the LLC (the "Certificate"). Upon the Initial Member's (i) execution of this Agreement or a counterpart hereof and (ii) the making of the capital contribution required by Section 1.5, such Member shall be admitted to the LLC as its sole initial member.

Section 1.2 Name. The name of the LLC will be "Acadia Village, LLC," or such other name or names as the Manager may from time to time designate.

Section 1.3 Purpose. The LLC's purpose shall be to carry on any activities which may be lawfully be carried on by a limited liability company organized pursuant to the act.

Section 1.4 Registered Office; Registered Agent; Place of Business. The registered office of the LLC required by the Act to be maintained in the State of Delaware shall be the office of the initial registered agent named in the Certificate or such other office (which need not be a place of business of the LLC) as the Manager may designate from time to time in the manner provided by law. The registered agent of the LLC in the State of Delaware shall be the initial registered agent named in the Certificate or such other person or persons as the Manager may designate from time to time in the manner provided by law. The LLC will maintain an office and principal place of business at such place or places inside or outside the State of Delaware as the Manager may designate from time to time.

Section 1.5 Capital Contributions.

(a) The Initial Member shall, promptly following the execution of this Agreement, contribute to the capital of the LLC the amount set forth on Schedule I. All future capital contributions made by any Participant shall be reflected on the Company's books and records. Persons hereafter admitted as Members of the LLC shall make such contributions of cash (or promissory obligations), property or services to the LLC as shall be determined by the Manager and the Member making the contribution in their sole discretion at the time of each such admission.

(b) No Participant shall have any responsibility to restore any negative balance in his, her or its Capital Account or to contribute to or in respect of liabilities or obligations of the LLC, whether arising in tort, contract or otherwise, or return distributions made by the LLC except as required by the Act or other applicable law. The failure of the LLC to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on the Participants for liabilities of the LLC.

(c) No interest shall be paid by the LLC on capital contributions or on balances in Capital Accounts.

(d) A Participant shall not be entitled to withdraw any part of its Capital Account or to receive any distributions from the LLC except as provided in Articles III and V; nor shall a Participant be entitled to make any capital contribution to the LLC other than as expressly provided herein. Any Participant may, with the approval of the Manager, make loans to the LLC, and any loan by a Participant to the LLC shall not be considered to be a capital contribution for any purpose and shall not result in an increase in the amount of the Capital Account of such Participant.

Section 1.6 Definitions. For purposes of this Agreement:

"Assignee" means a person or entity to whom an LLC interest has been transferred in a Transfer described in Section 4.3, unless and until such person or entity becomes a Member with respect to such LLC interest.

"Book Value" means, with respect to any LLC property, the LLC's adjusted basis for federal income tax purposes, except that the initial Book Value of any property contributed to the LLC shall be the value of such property on the date of such contribution, as agreed by the Manager and the Member contributing the property, and the Book Value of any LLC property shall be adjusted pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(e) (in connection with a distribution of such property) or (f) (in connection with a revaluation of Capital Accounts).

"Capital Account" has the meaning set forth in Section 2.1.

"Code" means the Internal Revenue Code of 1986, as amended from time to time, and the regulations promulgated thereunder.

"Event of Withdrawal" means the death or dissolution of a Member.

"Initial Member" means Acadia Healthcare Company, LLC.

"Losses" for any period means all items of LLC loss, deduction and expense for such period determined according to Section 2.2.

"Majority in Interest" means the Member(s) holding a majority of Percentage Interests of all Members.

"Manager" means the party identified as such on Schedule I as the manager or its successor as provided for in Section 4.1(d) below. There shall be only one Manager.

"Member" means any of the parties identified on Schedule I as a member or admitted as a member after the date of this Agreement in accordance with the terms hereof, in each case for so long as such person continues to be a member hereunder.

"Participant" means a Member, a Terminated Member or an Assignee.

"Percentage Interest" means, in respect of each Participant, such Participant's interest in the income, gains, losses, deductions and expenses of the LLC as set forth on Schedule I.

"Profits" for any period means all items of LLC income and gain for such period determined according to Section 2.2.

"Terminated Member" means a person who has ceased to be a Member pursuant to Section 4.6.

Section 1.7 Term. The LLC shall continue until dissolved and terminated in accordance with Article V of this Agreement.

Section 1.8 No State-Law Partnership. The Participant(s) intend that the LLC not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Participant be a partner or joint venturer of any other Participant, for any purposes other than federal and, if applicable, state tax purposes, and neither this Agreement nor any other document entered into by the LLC or any Participant shall be construed to suggest otherwise. The Participant(s) intend that the LLC shall be treated as a partnership for federal and, if applicable, state income tax purposes, and that each Participant and the LLC shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

ARTICLE II

CAPITAL ACCOUNTS

Section 2.1 Capital Accounts. A "Capital Account" will be established for each Participant on the books of the LLC and will be adjusted as follows:

(a) Such Participant's contributions to the capital of the LLC will be credited to his, her or its Capital Account when received by the LLC.

(b) At the end of each fiscal year of the LLC and upon dissolution and winding up of the LLC pursuant to Article V, Profits for such period allocated to such Participant pursuant to Section 3.2 shall be credited, and Losses for such period allocated to such Participant pursuant to Section 3.2 shall be debited, as the case may be. to such Participant's Capital Account.

(c) Any amounts distributed to such Participant will be debited against his, her or its Capital Account.

(d) Such Participant's Capital Account will otherwise be adjusted in accordance with Treas. Reg. §1.704-1(b)(2)(iv).

Section 2.2 Computation of Amounts. For purposes of computing the amount of any item of income, gain, loss, deduction or expense to be reflected in Capital Accounts, the determination, recognition and classification of each such item shall be the same as its determination, recognition and classification for federal income tax purposes; provided that:

(a) any income that is exempt from Federal income tax shall be added to such taxable income or losses and any expenditures of the LLC described in Section 705(a)(2)(B) of the Code or treated as Code Section 705(a)(2)(B) expenditures pursuant to Treasury Regulation Section 1.704-1 (b)(2)(iv)(i), shall be subtracted from such taxable income or losses;

(b) if the Book Value of any LLC property is adjusted pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(e) (in connection with a distribution of such property) or (f) (in connection with a revaluation of Capital Accounts), the amount of such adjustment shall be taken into account as gain or loss from the disposition of such property; and

(c) if property that is reflected on the books of the LLC has a Book Value that differs from the adjusted tax basis of such property, depreciation, amortization and gain or loss with respect to such property shall be determined by reference to such Book Value.

Section 2.3 Distribution in Kind. If securities are to be distributed in kind to the Participants pursuant to this Agreement, (i) such securities shall first be written up or down pursuant to Section 2.2(b) to their value (as determined pursuant to Article VI as of the date of such distribution), (ii) the Capital Accounts of the Participant(s) shall be adjusted immediately prior to the distribution as if such securities were sold at their value (as so determined) and (iii) the value of such securities (as so determined) received by each Participant shall be debited against his, her or its respective Capital Account at the time of distribution.

ARTICLE III

DISTRIBUTIONS AND ALLOCATIONS

Section 3.1 Distributions. Distributions of cash or other assets of the LLC shall be made at such times and in such amounts as the Manager may determine. Unless the Manager determines otherwise, distributions shall be made to Participants pro rata based on the Percentage Interests held by each Participant. Notwithstanding any provision to the contrary contained in this Agreement, the LLC shall not make a distribution to any Participant on account of his, her or its interest in the LLC if such distribution would violate Section 18-607 of the Act or other applicable law.

Section 3.2 Allocation of Profits and Losses. Except as may be required by the Code, each item of income, gain, loss, deduction or expense to the LLC shall be allocated among the Participant(s) in proportion to the Percentage Interests held by each Participant.

ARTICLE IV

MANAGEMENT AND MEMBER RIGHTS

Section 4.1 Management Authority.

(a) The Manager shall have the sole right to manage the business of the LLC and shall have all powers and rights necessary, appropriate or advisable to effectuate and carry out the purposes and business of the LLC, and, no Member other than the Manager, unless such Member is also the Manager, shall have any authority to act for or bind the LLC but shall have only the right to vote on or approve the actions herein specified to be voted on or approved by the Members.

(b) The Manager may appoint such officers, to such terms and to perform such functions as the Manager shall determine in its sole discretion. The Manager may appoint, employ or otherwise contract with such other persons or entities for the transaction of the business of the LLC or the performance of services for or on behalf of the LLC as it shall determine in its sole discretion. The Manager may delegate to any such officer, person or entity such authority to act on behalf of the LLC as the Manager may from time to time deem appropriate in its sole discretion.

(c) When the taking of such action has been authorized by the Manager, any officer of the LLC or any other person specifically authorized by the Manager, may execute any contract or other agreement or document on behalf of the LLC and may execute and file on behalf of the LLC with the Secretary of State of the State of Delaware any certificates of amendment to the LLC's certificate of formation, one or more restated certificates of formation and certificates of merger or consolidation and, upon the dissolution and completion of winding up of the LLC, at any time when there are no Members, or as otherwise provided in the Act, a certificate of cancellation canceling the LLC's certificate of formation.

(d) The Manager may be removed, with or without cause, by the affirmative vote of a Majority in Interest of the Member(s). Upon such removal, a Majority in Interest of the Member(s) shall appoint a successor Manager. The Manager may resign at any time upon ten days prior notice to the Member(s). Upon such resignation, the Manager may appoint a successor Manager; provided, however, that such successor Manager must be approved by the affirmative vote of a Majority in Interest of the Member(s).

Section 4.2 Indemnification. Except as limited by law and subject to the provisions of this Section 4.2, each person and entity shall be entitled to be indemnified and held harmless on an as incurred basis by the LLC (but only after first making a claim for indemnification available from any other source and only to the extent indemnification is not

provided by that source) to the fullest extent permitted under the Act (including indemnification for negligence, gross negligence and breach of fiduciary duty to the extent so authorized) as amended from time to time (but, in the case of any such amendment, only to the extent that such amendment permits the LLC to provide broader indemnification rights than such law permitted the LLC to provide prior to such amendment) against all losses, liabilities and expenses, including attorneys' fees and expenses, arising from claims, actions and proceedings in which such person or entity may be involved, as a party or otherwise, by reason of his being or having been a Manager, Participant or officer of the LLC, or by reason of his serving at the request of the LLC as a director, officer, manager, member, partner, employee or agent of another limited liability company or of a corporation, partnership, joint venture, trust or other enterprise, including a service with respect to an employee benefit plan whether or not such person or entity continues to be such at the time any such loss, liability or expense is paid or incurred. The rights of indemnification provided in this Section 4.2 will be in addition to any rights to which such person may otherwise be entitled by contract or as a matter of law and shall extend to his successors and assigns. In particular, and without limitation of the foregoing, such person or entity shall be entitled to indemnification by the LLC against expenses (as incurred), including attorneys' fees and expenses, incurred by such person or entity upon the delivery by such person or entity to the LLC of a written undertaking (reasonably acceptable to the Manager). The LLC may, to the extent authorized from time to time by the Manager, grant rights to indemnification and to advancement of expenses to any employee or agent of the LLC to the fullest extent of the provisions of this Section 4.2 with respect to the indemnification and advancement of expenses of the Manager, Participants and officers of the LLC.

Section 4.3 Transfer of LLC Interest.

(a) No Participant shall sell, assign, transfer or otherwise dispose of, whether voluntarily or involuntarily or by operation of law (a "Transfer"), all or any portion of his, her or its interest in the LLC without the prior written consent of the Manager, which consent may be given or withheld in its sole discretion. No Participant shall pledge or otherwise encumber all or any portion of his, her or its interest in the LLC, without the prior written consent of the Manager, which consent may be given or withheld in its sole and absolute discretion.

(b) Notwithstanding any other provision of this Agreement, any Transfer by the Participants in contravention of any of the provisions of this Section 4.3 shall be void and ineffective, and shall not bind, or be recognized by, the LLC.

(c) If and to the extent any Transfer of an interest in the LLC is permitted hereunder, this Agreement (including the Exhibits hereto) shall be amended by the Manager to reflect the Transfer of the LLC interest to the transferee, to admit the transferee as a Member and to reflect the elimination of the transferring Participant (or the reduction of such Transferring Participant's interest in the LLC) and (if and to the extent then required by the Act) a certificate of amendment to the Certificate reflecting such admission and elimination (or reduction) shall be filed in accordance with the Act. The effectiveness of the Transfer of an interest in the LLC permitted hereunder and the admission of any new or substitute Member pursuant to this Section 4.3 shall be deemed effective immediately prior to the Transfer of an interest in the LLC to such Participant or

if later on the first date that the Manager receives evidence of such Transfer, including the terms thereof. If the transferring Participant has transferred all or any of its interest in the LLC pursuant to this Section 4.3, then, immediately following such transfer or if later on the first date that the Manager receives evidence of such Transfer, including the terms thereof, the transferring Participant shall cease to be a Participant with respect to such interest.

(d) Any person or entity who acquires in any manner whatsoever any interest in the LLC, irrespective of whether such person or entity has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefits of the acquisition thereof to have (i) made all of the capital contributions made by, (ii) received all of the distributions received by, and (iii) agreed to be subject to and bound by all the terms and conditions of this Agreement that, any predecessor in such interest in the LLC made, received and was subject to or bound by.

Section 4.4 Member Rights; Meetings.

(a) No Member, unless such Member is also the Manager, shall have any right, power or duty, including the right to approve or vote on any matter, except as expressly required by the Act or other applicable law or as expressly provided for hereunder.

(b) Unless a greater vote is required by the Act or as expressly provided for hereunder, the affirmative vote of a Majority in Interest of the Member(s) entitled to vote shall be required to approve any proposed action.

(c) Meetings of the Member(s) for the transaction of such business as may properly come before such Member(s) shall be held at such place, on such date and at such time as the Manager shall determine. Special meetings of Member(s) for any proper purpose or purposes may be called at any time by the Manager or the Member(s) holding a Majority in Interest. The LLC shall deliver oral or written notice (written notice may be delivered by mail) stating the date, time, place and purposes of any meeting to each Member entitled to vote at the meeting. Such notice shall be given not less than four (4) and no more than sixty (60) days before the date of the meeting.

(d) Any action required or permitted to be taken at an annual or special meeting of the Member(s) may be taken without a meeting, without prior notice, and without a vote, provided that written consents, setting forth all proposed actions to be taken at such meeting, are signed by the Member(s) holding at least the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all Member(s) entitled to vote on such action were present and voted. Every written consent shall bear the date and signature of each Member who signs such consent. Prompt notice of the taking of action without a meeting by less than unanimous written consent shall be given to all Members who have not consented in writing to such action.

Section 4.5 Additional Members. The Manager shall have the sole right to admit additional Members upon such terms and conditions, at such time or times as the Manager

shall in its sole discretion determine. In connection with any such admission, the Manager shall amend Schedule I to reflect the name, address and capital contribution of the additional Member and the new Percentage Interests of all Participants.

Section 4.6 Termination of a Member. A person or entity will no longer be a Member for purposes of this Agreement upon an Event of Withdrawal. The Terminated Member shall only be entitled to continue to receive allocations of Profits and Losses and distributions of the LLC, including distributions pursuant to Article V hereof, as and when paid by the LLC, to the same extent such Terminated Member was entitled to such distributions as a Member. Except as provided in Section 8.1, such Terminated Member will not be entitled to participate in any LLC decision or determination, and his, her or its successors and assigns will acquire only his, her or its right to receive allocation of Profits and Losses and to share in LLC distributions.

Section 4.7 Outside Businesses. Any Participant may engage in or possess an interest in other business ventures of any nature or description, independently or with others, similar or dissimilar to the business of the LLC, and the LLC and the Participants shall have no rights by virtue of this Agreement in and to such independent ventures or the income or gains derived therefrom, and the pursuit of any such venture, even if competitive with the business of the LLC, shall not be deemed wrongful or improper. No Participant shall be obligated to present any particular investment opportunity to the LLC even if such opportunity is of a character that, if presented to the LLC, could be taken by the LLC, and any Participant shall have the right to take for his, her or its own account (individually or as a partner or fiduciary) or to recommend to others any such particular investment opportunity.

ARTICLE V

DURATION

Section 5.1 Duration. Subject to the provisions of Section 5.2 of this Agreement, the LLC shall be dissolved and its affairs wound up and terminated upon the first to occur of the following:

(a) The written consent of a Majority in Interest of the Members; or

(b) The entry of a decree of judicial dissolution under Section 18-802 of the Act.

Except as otherwise set forth in this Article V, the Member(s) intend for the Company to have perpetual existence.

Section 5.2 Continuation of the LLC. The occurrence of an Event of Withdrawal shall not dissolve the LLC if within ninety (90) days after the occurrence of such Event of Withdrawal, the business of the LLC is continued by the agreement of remaining Member(s) holding not less than a majority in interest (as defined in Revenue Procedure 94.46 or any successor thereto) of the remaining Member(s).

Section 5.3 Winding Up.

Upon dissolution of the LLC, the LLC shall be liquidated in an orderly manner. The Manager shall be the liquidator pursuant to this Agreement and shall proceed diligently to wind up the affairs of the LLC and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a LLC expense. The steps to be accomplished by the liquidator are as follows:

(a) First, the liquidator shall satisfy all of the LLC's debts and liabilities to creditors other than Participants (whether by payment or the reasonable provision for payment thereof);

(b) Second, the liquidator shall satisfy all of the LLC's debts and liabilities to Participants (whether by payment or the reasonable provision for payment thereof); and

(c) Third, all remaining assets shall be distributed to the Participants in accordance with Section 3.1.

Section 5.4 Termination. The LLC shall terminate when all of the assets of the LLC, after payment of or due provision for all debts, liabilities and obligations of the LLC, shall have been distributed to the Participants in the manner provided for in this Article V, and the certificate of formation of the LLC shall have been canceled in the manner required by the Act.

ARTICLE VI

VALUATION

Section 6.1 Valuation. For purposes of this Agreement, the value of any property contributed by or distributed to any Participant shall be valued as determined by the Member(s).

ARTICLE VII

BOOKS OF ACCOUNT; MEETINGS

Section 7.1 Books. The Manager will maintain, on behalf of the LLC, complete and accurate books of account of the LLC's affairs, which books will be open to inspection by any Member (or his authorized representative) at any time during ordinary business hours and shall be maintained in accordance with the Act.

Section 7.2 Fiscal Year. The fiscal year of the LLC shall end on December 31 of each year or such other year end as the Manager may determine in its sole discretion.

Section 7.3 Tax Allocation and Reports.

(a) The income, gains, losses, deductions and credits of the LLC will be allocated, for federal, state and local income tax purposes, among the Participants in

accordance with the allocation of such income, gains, losses, deductions and credits among the Participants for computing their Capital Accounts, except as otherwise provided in the Code or other applicable law.

(b) In accordance with Code Section 704(c) and the Treasury Regulations thereunder, income, gain, loss, deduction and expense with respect to any property contributed to the capital of the LLC shall, solely for tax purposes, be allocated among the Participants so as to take account of any variation between the adjusted basis of such property to the LLC for federal income tax purposes and its fair market value at the time of contribution.

(c) Within 75 days after the end of each fiscal year, the Tax Matters Partner (as defined below) shall cause the LLC to furnish each Participant with a copy of the LLC's tax return and form K-1 for such fiscal year.

(d) The LLC hereby designates the Manager to act as the "Tax Matters Partner" (as defined in Section 6231(a)(7) of the Code) in accordance with Sections 6221 through 6233 of the Code.

ARTICLE VIII

MISCELLANEOUS

Section 8.1 Amendments. This Agreement may be amended or modified and any provision hereof may be waived only by the Manager; provided, however, that any amendment or modification reducing disproportionately a Participant's LLC interest or other interest in the profits or losses or in distributions or increasing such person's or entity's capital contribution shall be effective only with that person's or entity's consent.

Section 8.2 Successors. Except as otherwise provided herein, this Agreement will inure to the benefit of and be binding upon the Participants and their respective legal representatives, heirs, successors and permitted assigns.

Section 8.3 Governing Law; Severability. This Agreement will be construed in accordance with the laws of the State of Delaware and, to the maximum extent possible, in such manner as to comply with an the terms and conditions of the Act. If it is determined by a court of competent jurisdiction that any provision of this Agreement is invalid under applicable law. such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

Section 8.4 Notices. All notices, demands and other communications to be given and delivered under or by reason of provisions under this Agreement shall be in writing and shall be deemed to have been given when personally delivered, mailed by first class mail (postage prepaid and return receipt requested), sent by telecopy or sent by reputable overnight courier service (charges prepaid) to the addresses or telecopy numbers set forth in Schedule I hereto or to such other addresses or telecopy numbers as have been supplied in writing to the LLC.

Section 8.5 Complete Agreement; Headings, Counterparts. This Agreement terminates and supersedes all other agreements concerning the subject matter hereof previously entered into among any of the parties. Descriptive headings are for convenience only and will not control or affect the meaning or construction of any provision of this Agreement. Wherever from the context it appears appropriate, each term stated in either the singular or the plural shall include the singular and the plural, and pronouns stated in either the masculine, feminine or the neuter gender shall include the masculine, the feminine and the neuter. This Agreement may be executed in any number of counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts together will constitute one agreement.

Section 8.6 Partition. Each Participant waives, until termination of the LLC, any and all rights that it may have to maintain an action for partition of the LLC's property.

Section 8.7 No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

* * * * * * * * *

IN WITNESS WHEREOF, the parties hereto have caused this Limited Liability Company Agreement to be signed as of the date first above written.

ACADIA HEALTHCARE COMPANY, LLC

/s/ Trey Carter
Trey Carter
President and Chief Executive Officer

ACADIA VILLAGE, LLC

/s/ Trey Carter
Trey Carter
President

[Signature page to Acadia Village, LLC Operating Agreement]

SCHEDULE I

MEMBER(S)	CAPITAL CONTRIBUTION	PERCENTAGE INTEREST
Acadia Healthcare Company, LLC 2849 Paces Ferry Road Suite 750 Atlanta, Georgia 30339 Telephone: 678-324-5002 Telecopy: 770-772-9192 Attention: Chief Executive Officer	$ [100]	100%

MANAGER

Acadia Healthcare Company, LLC

Exhibit 3.19

State of Delaware
Secretary of State
Division of Corporations
Delivered 03:23 PM 02/01/2011
FILED 03:14 PM 02/01/2011
SRV 110104340 – 4934656 FILE

STATE *of* DELAWARE
CERTIFICATE *of* INCORPORATION
***A* STOCK CORPORATION**

- **First:** The name of this Corporation is Acadia - YFCS Holdings, Inc.

- **Second:** Its registered office in the State of Delaware is to be located at 160 Greentree Drive, Suite 101 Street, in the City of Dover County of Kent Zip Code 19904. The registered agent in charge thereof is National Registered Agents, Inc.

- **Third:** The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

- **Fourth:** The amount of the total stock of this corporation is authorized to issue is 100 shares (number of authorized shares) with a par value of 0.0100000000 per share.

- **Fifth:** The name and mailing address of the incorporator are as follows:
  Name Kevin L. Miller, Esq.
  Mailing Address 227 W. Monroe, Suite 4400
  Chicago, IL Zip Code 60606

- **I, The Undersigned,** for the purpose of forming a corporation under the laws of the State of Delaware, do make, file and record this Certificate, and do certify that the facts herein stated are true, and I have accordingly hereunto set my hand this 1st day of February, A.D. 2011.

BY: /s/ Kevin L. Miller
(Incorporator)

NAME: Kevin L. Miller, Esq.
(type or print)

Exhibit 3.20

BYLAWS
OF
ACADIA – YFCS HOLDINGS, INC.,
A DELAWARE CORPORATION

ARTICLE I
OFFICES

1.1 Registered Office. The registered office of the corporation is located at 160 Greentree Drive, Suite 101 in Dover, Delaware 19904, and the registered agent in charge thereof is National Registered Agents, Inc. The corporation's board of directors (the "Board") may change the location of the registered office to any place inside the State of Delaware and may chance the registered agent to any person resident to the State of Delaware.

1.2 Principal Executive Office. The corporation's principal executive office are located at 2849 Paces Ferry Road, Suit 750 in Atlanta, Georgia. The Board may change the location of the principal executive office to any place inside or outside the State of Georgia.

1.3 Other Offices. The corporation may at any time establish branch or subordinate offices at any place or places where the corporation is qualified to do business.

ARTICLE II
SHAREHOLDER

2.1 Place of Meetings. All meetings of the shareholder, whether annual or special, will be held at the offices of the corporation or at such other place as may be fixed from time to time by the Board.

2.2 Annual Meeting. Annual shareholder meetings will be held on the date and time designated by the Board. The chairman of the Board will preside at all annual shareholder meetings.

2.3 Special Meetings. A special shareholder meeting may be called at any time by the shareholder or the Board. The persons calling the meeting will make a request in writing to the secretary, specifying a time and date for the proposed meeting and describing all purposes for which the meeting is called. The chairman of the Board will preside at all special shareholder meetings.

2.4 Notice of Meetings; Time and Content. The corporation's secretary will give notice of shareholder meetings to the shareholder not less than ten (10) days before the meeting date, (a) specifying the place, date, and hour of the meeting, (b) describing, for special meetings, all purposes for which the meeting is called, and (b) describing, for annual meetings, any matters that the shareholder or the Board intends, at the time of giving the notice, to present for action by the shareholder.

2.5 Manner of Notice. Notice of any shareholder meeting must be (a) in writing and (b) given personally to the recipient, by first-class mail (postage prepaid and return receipt requested), nationally recognized overnight private carrier (charges prepaid) or by facsimile transmission (with confirmation of delivery retained), delivered to the shareholder at the address or facsimile number appearing on the corporation's books or otherwise specified for purposes of notice. Notice will be deemed given at the time of personal delivery, deposited in the mail or with an overnight carrier or transmitted via facsimile transmission.

2.6 Adjourned Meetings; Notice. Shareholder meetings may be adjourned from time to time by the shareholder; in the absence of a quorum, no other business may be transacted, except as specifically authorized in this code of regulations. If a meeting is adjourned to another time or place, new notice is not required if the new time and place were announced at the original meeting. If a new record date is set, the secretary will deliver new notice to the shareholder and the Board in the same manner as other notices of meetings. At an adjourned meeting, the corporation may transact any business that would be proper at the original meeting.

2.7 Quorum. The presence in person of the shareholder at any shareholder meeting will constitute a quorum for the transaction of business. The shareholder may attend shareholder meetings by means of teleconference device as long as all attendees are able to hear and be heard by all other attendees at the meeting, and such attendance will be deemed to be presence in person at the meeting.

2.8 Voting. Except as otherwise provided by law, each outstanding share is entitled to one vote on each matter submitted to a vote of the shareholder. Any vote may be made by voice vote or by ballot. If a quorum is present at a shareholder meeting, the affirmative vote of a majority of the shares represented and voting, will be the act of the shareholder.

2.9 Action by Written Consent without a Meeting. Any action required or permitted to be taken at any shareholder meeting may be taken without a meeting, if a written consent to such action is signed by the shareholder and filed with the corporate records.

ARTICLE III
THE BOARD OF DIRECTORS

3.1 Powers. The business and affairs of the corporation shall be managed by or under the direction of the Board, which may exercise all such powers of the corporation and do all such acts and things as are not directed or required to be exercised or done by the shareholder by the Delaware General Corporation Law, codified as Title 8, Chapter 1 o the Official Code of the State of Delaware (the "DGCL"), the corporation's certificate of incorporation or these bylaws.

3.2 Number and Election. The corporation will have five (5) directors, who will be elected at the annual shareholder meeting or such other time as the shareholder may determine, and each director shall hold office until his successor is elected and qualified or until his earlier resignation or removal.

3.3 Resignation; Removal; Vacancies. Any director may resign at any time by so notifying the shareholder and the corporation's secretary (if any) in writing, and such resignation shall be effective upon receipt of such notice or at such later time specified therein. Any director may be removed with or without cause by the shareholder at any time. If the office of any director or directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office, or otherwise, or a new directorship is created, the shareholder will choose a successor, who shall hold office for the unexpired term or until the next election of directors.

3.4 Compensation of Directors. Directors, as such, may receive such stated salary for their services and/or such fixed sums and expenses of attendance for attendance at each regular or special meeting of the Board as may be established by resolution of the shareholder; *provided that* nothing herein contained precludes any director from serving the corporation in any other capacity and receiving compensation therefor.

3.5 Board Meetings. Regular and special Board meetings may be held at any time within or outside of the State of Delaware as the Board may determine, or as may be fixed in the respective notices or waivers of notice of such meetings.

3.6 Notice of Meetings; Time and Content. The corporation's secretary will give notice of Board meetings to the directors (a) specifying the place, date, and hour of the meeting, (b) describing, for special meetings, all purposes for which the meeting is called, and (b) describing, for regular meetings, any matters that the director or officers intent, at the time of giving the notice, to present for action by the director.

3.7 Manner of Notice. Notice of any Board meeting must be (a) in writing and (b) given personally to the director, by first-class mail (postage prepaid and return receipt requested), nationally recognized overnight private carrier (charges prepaid) or by facsimile transmission (with confirmation of delivery retained), delivered to the director at the address or facsimile number appearing on the corporation's books or otherwise specified by the director for purposes of notice. Notice will be deemed given at the time of personal delivery, deposited in the mail or with an overnight carrier or transmitted via facsimile transmission.

3.8 Waiver of Notice. Notice of a Board meeting, if otherwise required, need not be given to the director if the director (a) attends the meeting without protesting the lack of notice before or at the beginning of the meeting or (b) signs a written waiver of notice or a consent to the holding of such meeting. Waivers of notice or consents need not specify the purpose of the meeting. The secretary will prepared all written waivers, consents and approvals and file all such waivers, consents and approvals with the corporate records or as part of the Board meeting minutes.

3.9 Adjourned Meetings; Notice Not Required. If a quorum is present, the directors may adjourn any Board meeting to another time and place. Notice of the time and place of resuming an adjourned meeting need not be given.

3.10 Action by Written Consent without a Meeting. Any action required or permitted to be taken at any Board meeting may be taken without a meeting, if a written consent to such action is signed by the directors and filed with the corporate records or as part of the Board meeting minutes. The secretary will file all such written consents with the corporate records or as part of the Board meeting minutes.

3.11 Quorum. The presence in person of the a majority of the total number of directors at a Board meeting will constitute a quorum for the transaction of business. Directors may attend Board meetings by means of teleconference device as long as all attendees are able to hear and be heard by all other attendees at the meeting, and such attendees will be deemed to be presence in person at the meeting. Every act done or decision made by the directors present at a meeting duly held at which a quorum is present will be deemed the act of the Board.

3.12 Other Activities. The directors will not be required to manage the corporation as their sole and exclusive function. Except as otherwise provided herein, the directors may have other business, trade, or investment interests and may engage in other activities in addition to those relating to the corporation. The corporation will not have any right, by virtue of this Agreement, to share or participate in such other investments or activities of any director or to the income or proceeds derived therefrom. The directors will not incur any liability to the corporation under these bylaws as a result of engaging in any other business or venture.

3.13 Right to Rely on the Directors. Any person or entity dealing with the corporation may rely (without duty of further inquiry) upon a certificate signed by an officer of the corporation as to:

(a) the identity of the director or the shareholder;

(b) the existence or nonexistence of any fact or facts which constitute a condition precedent to acts by the director or which are in any other manner germane to the affairs of the corporation;

(c) the Persons who are authorized to execute and deliver any instrument or document of the corporation; or

(d) any act or failure to act by the corporation or any other matter whatsoever involving the corporation or the shareholder.

ARTICLE IV
OFFICERS

4.1 Number. The Board will elect officers of the corporation, who will consist of a president/chief executive officer, any number of vice-presidents, a secretary, a treasurer, and such other officers and assistant officers as may be deemed necessary or desirable by the Board. Any number of offices may be held by the same person. In its discretion, the Board may choose not to fill any office for any period as it may deem advisable.

4.2 Election. The officers will be elected annually by the Board at the first meeting of the Board held after each annual shareholder meeting or at such other time as the shareholder may designate. Each officer will hold office until a successor is duly elected and qualified or until such officer's earlier death, resignation or removal.

4.3 Resignation; Removal; Vacancies. Any officer or agent elected by the Board may resign at any time by so notifying the Board and the shareholder in writing, and such resignation shall be effective upon receipt o such notice or at such later time specified therein. Any officer or agent elected by the Board may be removed by the Board or the shareholder whenever in their respective judgment the best interests of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. The election of a person as an officer shall not of itself create a right to continued employment with the corporation. If any office becomes vacant by reason of death, resignation, retirement, disqualification, removal from office, or otherwise, or a new office is created, the Board will choose a successor, who shall hold office for the unexpired term or until the next election of officers.

4.4 President and Chief Executive Officer. The president and chief executive officer shall be the chief executive officer of the corporation, with executive authority to see that all orders and resolutions of the Board are carried into effect, and, subject to the control vested in the Board by statute, the corporation's certificate of incorporation or these bylaws, will administer and be responsible for the management of the business and affairs of the corporation. In the absence of the chairman of the Board, the president and chief executive officer will preside at all meetings of the shareholder and the Board. In general the president and chief executive officer will perform all duties incident to the office of the president and such other duties as from time to time may be assigned by the Board.

4.5 Vice Presidents. If one ore more vice presidents are appointed by the Board, then, in the absence or disability of the president and chief executive officer, each vice president, in the order designated (or absent designation, in the order of election) will perform the duties of the president and chief executive officer. The vice presidents will also perform such other duties as from time to time may be assigned to them by the Board or the president and chief executive officer.

4.6 Secretary. The secretary will (a) keep the minutes of the meetings of the shareholder and the Board, (b) see that all notices are duly given in accordance with the provisions of these bylaws or as required by law, (c) be custodian of the records and have charge of the stock record books of the

corporation, and (e) generally perform all duties incident to the office of secretary and such other duties as are provided by these bylaws or are assigned by the Board or the president and chief executive officer.

4.7 Treasurer. The treasurer will (a) receive and be responsible for all funds of and securities owned or held by the corporation and, in connection therewith, among other things, (i) keep or cause to be kept full and accurate records and accounts for the corporation, (ii) deposit or cause to be deposited to the credit of the corporation all moneys, funds and securities so received in such bank or other depositary as the Board or an officer designated by the Board may from time to time establish, and (iii) disburse or supervise the disbursement of the funds of the corporation as may be properly authorized, (b) render to the Board at any directors meeting, or from time to time when ever the Board or the president and chief executive officer may require, financial and other appropriate reports on the condition of the corporation, and (c) generally perform all the duties incident to the office of treasurer and such other duties as are provided by these bylaws or are assigned by the Board or the president and chief executive officer.

4.8 Compensation. Officers, as such, may receive such stated salary for their services as may be established by resolution of the Board, and no officer will be prevented from receiving such salary by reason of the fact that such person is also a director of the corporation.

4.9 Delegation of Duties. In case of the absence of any officer of the corporation or for any other reason which may seem sufficient to the Board, such officer may, for the time being, delegate such officer's powers and duties, or any of them, to any other officer or director of the corporation.

ARTICLE V
OWNERSHIP AND TRANSFER OF SHARES

5.1 Share Ownership. The corporation will have one shareholder who will own all of the issued and outstanding shares of the corporation (the "shareholder").

5.2 Stock Certificates. Certificates for shares of the stock of the corporation will be respectively numbered serially for each class of stock, or series thereof, as they are issued, and shall be signed by the president and chief executive officer, or a vice president, and by the secretary or treasurer; *provided that* such signatures may be facsimiles on any certificate countersigned by a transfer agent other than the corporation or its employee. Each certificate shall exhibit the name of the corporation, the class (or series of any class) and number of shares represented thereby, and the name of the holder. Each certificate shall be otherwise in such form as may be prescribed by the Board.

5.3 Fixing Date for Determination of Shareholders of Record.

(a) To determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board, and which record date shall not be more than sixty nor less than ten days before the date of such meeting. If no record is fixed by the Board, the record date for determining shareholders entitled to notice of or to vote at a meeting of shareholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting; *providing, however, that* the Board may fix a new record date for the adjourned meeting.

(b) To determine the shareholders entitled to consent to corporate action in writing without a meeting, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board. If no record date has been fixed by

the Board, the record date for determining shareholders entitled to consent to corporate action in writing without a meeting, when no prior action by the Board is required by the DGCL, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the corporation by delivery to its registered office in the State of Delaware, its principal place of business, or an officer or agent of the corporation having custody of the book in which proceedings of meetings by shareholders are recorded. Delivery made to a corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. If no record date has been fixed by the Board and prior action by the Board is required by the DGCL, the record date for determining shareholders entitled to consent to corporate action in writing without a meeting shall be at the close of business on the day on which the Board adopts the resolution taking such prior action.

(c) To determine the shareholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the shareholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than sixty days prior to such action. If no record date is fixed, the record date for determining shareholders for any such purpose shall be at the close of business on the day on which the Board adopts the resolution relating thereto.

5.4 Lost Certificate. Any shareholder claiming that a certificate representing shares of stock has been lost, stolen or destroyed may make an affidavit or affirmation of the fact and, if the Board so requires, advertise the same in a manner designated by the Board, and give the corporation a bond of indemnity in form and with security for an amount satisfactory to the Board (or an officer or officers designated by the Board), whereupon a new certificate may be issued of the same tenor and representing the same number, class and/or series of shares as were represented by the certificate alleged to have been lost, stolen or destroyed.

ARTICLE VI
BOOKS AND RECORDS

6.1 Location. The books, accounts and records of the corporation may be kept at the corporations' principal executive officers or such place or places within or without the State of Georgia as the Board may from time to time determine.

6.2 Inspection. The books, accounts, and records of the corporation will be open to inspection by any of the corporation's directors at all times; and open to inspection by the shareholder at such times, and subject to such regulations as the Board may prescribe, except as otherwise provided by statute.

ARTICLE VII
DIVIDENDS; GENERAL CORPORATE MATTERS

7.1 Dividends. The Board, subject to any restrictions contained in the corporation's certificate of incorporation and other lawful commitments of the corporation, may declare and pay dividends upon the shares of its capital stock either out of the surplus of the corporation, as defined in and computed in accordance with the DGCL, or in case there shall be no such surplus, out of the net profits of the corporation for the fiscal year in which the dividend is declared and/or the preceding fiscal year. If the capital of the corporation, computed in accordance with the DGCL, has been diminished by depreciation in the value of its property, or by losses, or otherwise, to an amount less than the aggregate amount of the capital represented by the issued and outstanding stock of all classes having a preference upon the distribution of assets, then the Board may not declare and pay out of such net profits any dividends upon any shares of any classes of its capital stock until the deficiency in the amount of capital

represented by the issued and outstanding stock of all classes having a preference upon the distribution of assets shall have been repaired.

7.2 Reserves. The Board may set apart, out of any of the funds of the corporation available for dividends, a reserve or reserves for any proper purpose and may abolish any such reserve.

7.3 Authorized Signatories for Checks. All checks, drafts and other orders for payment of money, notes and other evidences of indebtedness issued in the name of or payable to the corporation may be signed or endorsed in the manner, and by the president or secretary or other persons, authorized by the director.

7.4 Executing Contracts and Instruments. Subject to the restrictions contained in these bylaws, the Board may authorize any officer of the corporation to enter into any contract or execute any instrument in the name of and on behalf of the corporation. This authority may be general or confined to one or more specific matters. No officer, agent, employee or other person purporting to act on behalf of the corporation has any power or authority to bind the corporation in any way, pledge its credit, or render it liable for any purpose in any amount, unless that person was acting with authority duly granted in accordance with this code of regulations or unless an unauthorized act is later ratified by the corporation.

ARTICLE VIII
INDEMNIFICATION

8.1 Indemnification of Agents. Subject to the limitations and conditions contained in this Article VIII and except as prohibited by law, the corporation will indemnify and hold harmless each person (an "Indemnified Person") who was or is made a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative ("Proceeding"), or any appeal in such a Proceeding or any inquiry or investigation that could lead to such a Proceeding, by reason of the fact that such Indemnified Person was or is a shareholder, director or officer of the corporation or a legal representative of a shareholder, director or officer of the corporation, against judgments, penalties (including excise and similar taxes and punitive damages), fines, settlements and reasonable costs and expenses (including attorneys' fees and expenses) actually incurred by such Indemnified Person in connection with such Proceeding; *provided that* (y) such Indemnified Person acted in good faith and in a manner the Indemnified Person reasonably believed to be in or not opposed to the best interest of the corporation and (z) with respect to any criminal action or proceeding, such Indemnified Person had no reasonable cause to believe the Indemnified Person's conduct was unlawful.

(a) The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, will not, without more, create a presumption that (i) the Indemnified Person failed to act in good faith or in a manner reasonably believed to be in or not opposed to the best interests of the corporation or (ii) with respect to any criminal action or proceeding, that the Indemnified Person had reasonable cause to believe that the Indemnified Person's conduct was unlawful.

(b) To the extent that an Indemnified Person has been successful, on the merits or otherwise, in the defense of any Proceeding, or in defense of any claim, issue or matter therein, such Indemnified Person will be indemnified against all expenses (including attorneys' fees) actually and reasonably incurred by such Indemnified Person in connection therewith.

8.2 Continuation of Indemnification. Indemnification under this Article VIII will continue for an Indemnified Person who ceases to serve in the capacity that initially entitled such Indemnified Person to indemnity under this code of regulations The rights granted pursuant to this Article VIII are

contractual rights and no amendment, modification or repeal of this Article VIII will limit or deny any such rights with respect to actions taken or Proceedings arising before such amendment, modification or repeal.

8.3 Advancement of Expenses. Indemnification under Section 8.1(a) includes the right to payment of or reimbursed for, by the corporation, all reasonable expenses incurred in advance of the final disposition of the Proceeding and without any determination as to the Indemnified Person's ultimate entitlement to indemnification; *provided*, *however, that* the payment of such expenses incurred in advance of the final disposition of a Proceeding will be made only upon delivery to the corporation of a written affirmation by such Indemnified Person of such person's good faith belief that the Indemnified Person has met the standard of conduct necessary for indemnification under this Article VIII and a written undertaking by or on behalf of such Indemnified Person to repay all advanced amounts if the Indemnified Person ultimately is not entitled to indemnification under this Article VIII or otherwise.

8.4 Insurance. The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under applicable law.

8.5 Enforceability. If any provision of this Article VIII is invalidated by any court of competent jurisdiction, then the corporation will nevertheless indemnify and hold harmless each Indemnified Person to the fullest extent permitted by the provisions of this Article VIII that are not invalidated and to the fullest extent otherwise permitted by applicable law.

ARTICLE IX
AMENDMENTS

The shareholder may adopt, amend, or repeal these bylaws, and alterations or amendments of these bylaws made by the shareholder shall not be altered or amended by the Board.

* * * * *

FIRST AMENDMENT TO
BYLAWS
OF
ACADIA – YFCS HOLDINGS, INC.

The Bylaws of Acadia – YFCS Holdings, Inc., a Delaware corporation, (the "Corporation") are amended as follows:

1. Section 3.2 of Article III of the Bylaws is hereby amended and restated in its entirety to read as follows:

3.2 Number and Election. The number of directors of the Corporation shall be one or more, who will be elected at the annual shareholder meeting or such other time as the shareholder may determine. Each director shall hold office until such director's successor is elected and qualified or until such director's earlier resignation or removal.

2. Except as otherwise set forth herein, all other provisions of the Corporation's Bylaws shall remain in full force and effect.

I certify that the foregoing First Amendment to the Bylaws of the Corporation was approved by its Shareholder on September 30, 2011.

Effective this 30 day of September, 2011.

ACADIA HEALTHCARE COMPANY, INC.

By: /s/ Christopher L. Howard
Christopher L. Howard
Vice President and Secretary

ARTICLES OF INCORPORATION
OF
ASCENT ACQUISITION CORPORATION

The undersigned, desiring to form a corporation pursuant to the provisions of the Arkansas Business Corporation Act (Chapter 27 of Title 4 of the Arkansas Code of 1987 Annotated) and any and all acts amendatory thereof or supplemental thereto, hereby certifies that:

1. NAME. The name of the corporation (hereinafter referred to as the "Corporation") is ASCENT ACQUISITION CORPORATION.

2. DURATION. The Corporation shall have perpetual existence.

3. PURPOSES. The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the Arkansas Business Corporation Act. The primary purpose for which the Corporation is organized, which is provided for informational purposes only, is to engage in the business of acquiring other businesses and all activities related thereto.

4. POWERS. The Corporation shall have and be entitled to exercise all of the powers conferred upon corporations by virtue of their existence as authorized by the Arkansas Business Corporation Act.

5. AUTHORIZED SHARES AND RIGHTS OF SHAREHOLDERS.

(a) Authorized Shares and Par Value. The Corporation shall have the authority to issue, in the aggregate, 1,000 shares of common stock, no par value.

(b) Authorization of Options and Restrictions on the Corporation's Shares. The President and the Secretary of the Corporation shall have the authority

on behalf of the Corporation to enter into any contract between the Corporation and any or all of its shareholders (i) imposing restrictions on the future transfer, hypothecation or other disposition of the Corporation's shares, (whether inter vivos, by inheritance, testamentary gift, or otherwise), (ii) granting purchase options to the Corporation and/or its shareholders with respect to the Corporation's shares, (iii) requiring the Corporation and/or its shareholders to purchase the Corporation's shares upon stated contingencies, (iv) requiring the Corporation or its shareholders or another person to approve the transfer of the Corporation's shares, or (v) prohibiting the transfer of the Corporation's shares to designated persons or classes, provided that the prohibition is not manifestly unreasonable. Any and all of such restrictions, options or requirements may be imposed on all shares of stock in the Corporation, issued and unissued, upon the approval of the Board of Directors and the consent of all shareholders.

6. REGISTERED AGENT AND OFFICE. The name of the initial registered agent and the address of the initial registered office of this Corporation is:

The Corporation Company
425 West Capitol Avenue, Suite 1700
Little Rock, AR 72201

7. DIRECTORS. The number of directors constituting the initial Board of Directors of the Corporation shall be one (1). Thereafter, the number of directors from time to time shall be fixed by the Board of Directors as provided in the Bylaws.

(b) Removal Only for Cause. A director may be removed by the shareholders only for cause.

(c) Limitation on Director Liability. A director of the Corporation shall not be personally liable to the Corporation or its shareholders for monetary damages for breach of fiduciary

duty as a director; provided, however, this provision shall not eliminate or limit the liability of a director (i) for any breach of the director's duty of loyalty to the Corporation or its shareholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) for voting for or assenting to an unlawful distribution by the Corporation, as provided in Section 4-27-833 of the Arkansas Business Corporation Act, (iv) for any transaction from which the director derived any improper personal benefit, or (v) for any action, omission, transaction or breach of a director's duty creating any third party liability to any person or entity other than the Corporation or its shareholders. If the Arkansas Business Corporation Act is amended after the effective date of incorporation to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Arkansas Business Corporation Act, as so amended. Any repeal or modification of the foregoing paragraph by the shareholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

(d) Indemnification. Directors and officers of the Corporation shall be indemnified by the Corporation to the fullest extent now or hereafter permitted by the Arkansas Business Corporation Act (and specifically Section 4-27-850 thereof) in connection with any actual or threatened action or proceeding (including civil, criminal, administrative, or investigative proceedings) arising out of their service to the Corporation or to another organization at the Corporation's request. Persons who are not directors and officers of the Corporation may be similarly indemnified with respect to their service to the Corporation or to another organization at the Corporation's request to the extent authorized at any time by resolution of the Board of Directors.

8. AMENDMENT TO ARTICLES OF INCORPORATION. From time to time any of the provisions of these Articles of Incorporation may be amended, altered or repealed, and other provisions authorized by the laws of the State of Arkansas at the time in force may be added or inserted in the manner and at the time prescribed by said laws, and all rights at any time conferred upon the shareholders of the Corporation by these Articles of Incorporation are granted subject to the provisions of this Article.

9. INCORPORATOR. The name and address of the incorporator is:

Carla G. Spainhour
Friday, Eldredge & Clark
2000 Regions Center
400 West Capitol Avenue
Little Rock, Arkansas 72201-3493

IN WITNESS WHEREOF, the undersigned has hereunto set my hand as Incorporator of this Corporation effective as of the 16th day of May, 2006

/s/ Carla G. Spainhour
Carla G. Spainhour

Arkansas Secretary of State

[SEAL]

Charlie Daniels

State Capitol • Little Rock, Arkansas 72201-1094
501-682-3409 • www.sos.arkansas.gov

INSTRUCTIONS: File with the Secretary of State's Office, Business Services Division, State Capitol, Little Rock, Arkansas 72201-1094. A copy will be returned to the entity and must be filed with the County Clerk in the county in which the entity's registered office is located (unless registered office is in Pulaski County).

APPLICATION FOR FICTITIOUS NAME

Select entity type:

- ☒ For-Profit Corporation ($25.00 fee)
- ☐ General Partnership
- ☐ LLC ($25.00 fee)
- ☐ LLLP ($15.00 fee)
- ☐ Nonprofit Corporation
- ☐ Limited Partnership ($15.00 fee)
- ☐ LLP ($15.00 fee)

Pursuant to the provisions of Arkansas law, the undersigned entity hereby applies for the use of a fictitious name and submits herewith the following statement:

1. The fictitious name under which the business is being, or will be, conducted by this entity is:

   ASCENT CHILDREN'S HEALTH SERVICES

2. The character of the business being, or to be, conducted under such fictitious name is:

   Medical, behavioral, nutritional, physical, occupational, and audiology services for children.

3. a) The entity name of the applicant and its date of qualification in Arkansas: _____

   Ascent Acquisition Corporation

   b) The entity is ☒ domestic ☐ foreign (state of domestic registration) _____

   c) The location (city and street address) of the registered office of the applicant entity in Arkansas is:

   425 W. Capitol Ave., Suite 1700, Little Rock, Arkansas 72201
   Street City State ZIP Code

I understand that knowingly signing a false document with the intent to file with the Arkansas Secretary of State is a Class C misdemeanor and is punishable by a fine up to $100.00 and/or imprisonment up to 30 days.

Authorizing Officer: J. MACK NUNN
(Type or Print)

Authorized Signature: /s/ J. MACK NUNN Title: Secretary
(Chairman, Partner or other authorized person)

Address: 1701 Capitol of Texas Highway South, Ste 400, Austin, TX 78746

Fee: see top of page

[SEAL]

Arkansas Secretary of State

Charlie Daniels

State Capitol • Little Rock, Arkansas 72201-1094
501-682-3409 • www.sos.arkansas.gov

INSTRUCTIONS: File with the Secretary of State's Office, Business Services Division, State Capitol, Little Rock, Arkansas 72201-1094. A copy will be returned to the entity and must be filed with the County Clerk in the county in which the entity's registered office is located (unless registered office is in Pulaski County).

APPLICATION FOR FICTITIOUS NAME

Select entity type:

- ☒ For-Profit Corporation ($25.00 fee)
- ☐ General Partnership
- ☐ LLC ($25.00 fee)
- ☐ LLLP ($15.00 fee)
- ☐ Nonprofit Corporation
- ☐ Limited Partnership ($15.00 fee)
- ☐ LLP ($15.00 fee)

Pursuant to the provisions of Arkansas law, the undersigned entity hereby applies for the use of a fictitious name and submits herewith the following statement:

1. The fictitious name under which the business is being, or will be, conducted by this entity is:

   ASCENT

2. The character of the business being, or to be, conducted under such fictitious name is:

   Medical, behavioral, nutritional, physical, occupational and audiology services for children.

3. a) The entity name of the applicant and its date of qualification in Arkansas: _____

   Ascent Acquisition Corporation

   b) The entity is ☒ domestic ☐ foreign (state of domestic registration) _____

   c) The location (city and street address) of the registered office of the applicant entity in Arkansas is:

   425 W. Capitol Ave., Suite 1700, Little Rock, Arkansas 72201

   Street City State ZIP Code

I understand that knowingly signing a false document with the intent to file with the Arkansas Secretary of State is a Class C misdemeanor and is punishable by a fine up to $100.00 and/or imprisonment up to 30 days.

Authorizing Officer: J. MACK NUNN
(Type or Print)

Authorized Signature: /s/ J. MACK NUNN Title: Secretary
(Chairman, Partner or other authorized person)

Address: 1701 Capitol of Texas Highway South, Ste 400, Austin, TX 78746

Fee: see top of page

Arkansas Secretary of State

[SEAL] **Charlie Daniels**

State Capitol • Little Rock, Arkansas 72201-1094
501-682-3409 • www.sos.arkansas.gov

Business & Commercial Services, 250 Victory Building, 1401 W. Capitol, Little Rock

NOTICE OF CHANGE OF COMMERCIAL REGISTERED AGENT INFORMATION
(PLEASE TYPE OR PRINT CLEARLY IN INK)

1. a. Current Name of Commercial Registered Agent: The Corporation Company

   b. New name of Commercial Registered Agent: The Corporation Company

2. a. Current address on file: 425 West Capitol Avenue
   Street Address

   Suite 1700 | Little Rock, AR | 72201
   Street Address Line 2 | City, State Zip

   b. New address: 124 West Capitol Avenue
   Street Address

   Suite 1400 | Little Rock, AR | 72201-3736
   Street Address Line 2 | City, State Zip

3. a. Jurisdiction / type of organization: Business Corporation

   b. New jurisdiction / new type of organization:

4. Attach a listing of ALL entities effected by the above change(s).

A commercial registered agent shall promptly furnish each entity it represents with notice of the filing of a statement of change.

I understand that knowingly signing a false document with the intent to file with the Arkansas Secretary of State is a Class C misdemeanor and is punishable by a fine up to $100.00 and/or imprisonment up to 30 days.

Executed this 27th day of December, 2007.

/s/ Marie Hauer, Asst. Secy.
Signature and Title of Authorized Individual

MARIE HAUER
Printed Name of Authorized Individual

NO FEE

CRA-CF Rev. 08/07

Arkansas Secretary of State

[SEAL] **Charlie Daniels**

State Capitol • Little Rock, Arkansas 72201-1094
501-682-3409 • www.sos.arkansas.gov

Business & Commercial Services, 250 Victory Building, 1401 W. Capitol, Little Rock

NOTICE OF CHANGE OF COMMERCIAL REGISTERED AGENT INFORMATION
(PLEASE TYPE OR PRINT CLEARLY IN INK)

1. a. Current Name of Commercial Registered Agent: THE CORPORATION COMPANY

   b. New name of Commercial Registered Agent: THE CORPORATION COMPANY

2. a. Current address on file: 124 West Capitol Avenue
   Street Address
   Suite 1400 — Little Rock, AR 72201– 3736
   Street Address Line 2 — City, State Zip

   b. New address: 124 West Capitol Avenue
   Street Address
   Suite 1900 — Little Rock, AR 72201
   Street Address Line 2 — City, State Zip

3. a. Jurisdiction / type of organization: BUSINESS CORPORATION

   b. New jurisdiction / new type of organization:

4. Attach a listing of ALL entities effected by the above change(s).

A commercial registered agent shall promptly furnish each entity it represents with notice of the filing of a statement of change.

I understand that knowingly signing a false document with the intent to file with the Arkansas Secretary of State is a Class C misdemeanor and is punishable by a fine up to $100.00 and/or imprisonment up to 30 days.

Executed this 28th day of April, 2008.

/s/ Marie Hauer, Asst. Secy — MARIE HAUER
Signature and Title of Authorized Individual — Printed Name of Authorized Individual

NO FEE

BYLAWS
OF
ASCENT ACQUISITION CORPORATION

ARTICLE 1. OFFICES

The principal office of ASCENT ACQUISITION CORPORATION (referred to herein as the "corporation") in the State of Arkansas shall be located in Craighead County. The corporation may have such other offices, either within or without the State of Arkansas, as the Board of Directors may designate or as the business of the corporation may require from time to time.

ARTICLE II. SHAREHOLDERS

SECTION 1. Annual Meeting. The annual meeting of the shareholders shall be held on the second Tuesday in the month of January at the hour of 10:00 a.m., for the purpose of electing directors and for the transaction of such other business as may properly come before the meeting. If the day fixed for the annual meeting shall be a legal holiday in the State of Arkansas, such meeting shall be held on the next succeeding business day. If the election of directors shall not be held on the day designated herein for any annual meeting of the shareholders, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the shareholders as soon as reasonably practical.

SECTION 2. Special Meetings. Special meetings of the shareholders, for any purpose or purposes, may be called by the President, the Board of Directors, or by a committee of the Board of Directors that has been duly designated by the Board of Directors and whose power and authority, as expressly provided in these Bylaws or in a resolution of the Board of Directors, include the power to call such meetings, and a special meeting shall be called by the President at the request of the holders of at least ten percent (10%) of all the votes entitled to be cast on any issue proposed to be considered at such special meeting, if such holders have signed, dated, and delivered to the Secretary of the corporation one or more written demands for the meeting describing the purpose or purposes for which it is to be held.

SECTION 3. Place of Meeting. Unless otherwise prescribed by statute, the Board of Directors may designate any place, either within or without the State of Arkansas, as the place of meeting for any annual or special meeting of the shareholders. A waiver of notice signed by all shareholders entitled to vote at a meeting may designate any place, whether within or without the State of Arkansas, unless otherwise prescribed by statute, as the place for the holding of such meeting. If no designation is made, the place of meeting shall be the principal office of the corporation in the State of Arkansas.

SECTION 4. Notice of Meeting. Unless otherwise prescribed by applicable law, written notice stating the place, date and time of the meeting, and in case of a special meeting the purpose or purposes for which the meeting is called, shall be given either by mail or in person to each shareholder of record entitled to vote at such meeting, not less than sixty (60) days nor more than seventy-five (75) days before the date of the meeting if a proposal to increase the authorized capital stock or bond indebtedness of the corporation is to be submitted, and not less than ten (10) days nor more than sixty (60) days before the date of the meeting, in all other cases. If mailed, such notice shall be deemed to have been given and delivered when deposited in the United States Mail, postage prepaid, and addressed to the shareholder at the shareholder's address as it appears on the stock transfer books of the corporation.

SECTION 5. Date for Determination of Shareholders of Record. In order that the corporation may determine the shareholders (i) entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof or to express consent to corporate action in writing without a meeting, (ii) entitled to receive payment of any dividend or other distribution or allotment of any rights, (iii) entitled to exercise any rights in respect of any change, conversion, or exchange of stock or (iv) for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record

date, which shall not be more than seventy (70) days before the date of any such meeting or other action. If no record date is fixed: (i) the record date for determining shareholders entitled to notice of or to vote at a meeting of shareholders shall be at the close of business on the day next preceding the day on which notice is given or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held; and (ii) the record date for determining shareholders for any other purpose shall be at the close of business on the date on which the Board of Directors adopts a resolution relating thereto. A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting; provided, however, the Board of Directors may fix a new record date for the adjourned meeting, which it must do if the meeting is adjourned to a date more than one hundred twenty (120) days after the date fixed for the original meeting.

SECTION 6. List of Shareholders Entitled to Vote. After fixing the record date for a meeting, the Secretary shall prepare an alphabetical listing of the names of all of the shareholders of the corporation who are entitled to notice of the shareholders' meeting, which list must be arranged by voting group and must show the address of and number of shares held by each such shareholder. The shareholders list must be made available for inspection by any shareholder beginning two (2) business days after notice of the meeting is given for which the list was prepared and continuing through the meeting at the corporation's principal office or at a place identified in the meeting notice in the city where the meeting will be held. A shareholder, and the agents and attorneys of shareholders, shall be entitled on written demand to inspect and, subject to the requirements of Ark. Code Ann. §4-27-1602C, to copy the list, at the shareholder's expense, during regular business hours during the period the list is available for inspection. The corporation shall make the shareholders list available at the meeting, and any shareholder, and any agent or attorney of any shareholder, shall be entitled to inspect the list at any time during the meeting or any adjournment thereof.

SECTION 7. Quorum; Vote Required For Action. Unless otherwise provided by applicable law, a majority of the votes entitled to be cast on a matter by the shareholders of the corporation represented in person or by proxy shall constitute a quorum for purposes of such matter at any meeting of shareholders. A majority of the votes cast at any meeting at which a quorum is present shall decide every question or matter submitted to the shareholders at such meeting, unless otherwise provided by applicable law, the Articles of Incorporation, or these Bylaws.

SECTION 8. Proxies. Each shareholder entitled to vote at a meeting of shareholders may authorize another person or persons to act for such shareholder by proxy, but no such proxy shall be voted or acted upon after eleven (11) months from its effective date, unless the proxy expressly provides for a longer period. A duly executed proxy shall be revocable unless the appointment form conspicuously states that it is irrevocable and is coupled with an interest sufficient at law to support an irrevocable power. An irrevocable proxy is revoked when the interest with which it is coupled is extinguished. A shareholder may revoke any proxy which is not irrevocable by attending the meeting and voting in person or by filing with the Secretary of the corporation an instrument in writing revoking the proxy or another duly executed proxy bearing a later date. Proxies shall be dated and shall be filed with the records of the meeting.

SECTION 9. Adjournments. Any meeting of shareholders, annual or special, at which a quorum is present may adjourn from time to time to reconvene at the same or some other place, and notice need not be given of any such adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting the corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each shareholder of record entitled to vote at the meeting in the manner provided in these Bylaws.

SECTION 10. Organization. Meetings of shareholders shall be presided over by the Chairman of the Board of Directors or the President, or in their absence by a Vice President, or in the absence of the foregoing by a presiding officer designated by the Board of Directors, or

in the absence of such designation by a presiding officer chosen at the meeting. The Secretary shall act as secretary of the meeting, but in the absence of the Secretary the presiding officer of the meeting may appoint any person to act as secretary of the meeting.

SECTION 11. Voting of Shares. Subject to the provisions of these Bylaws, and particularly the following section hereof, each outstanding share entitled to vote with respect to a particular matter shall be entitled to one vote upon such matter when submitted to a vote of shareholders.

SECTION 12. Action by Shareholders. Any action required or permitted to be taken at a meeting of shareholders may be taken without a meeting if one or more written consents, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof. All written consents executed by one or more shareholders shall be included in the minutes or filed with the corporate records. If it is required by law that notice of the proposed action be given to non-voting shareholders and the action is to be taken by written consent of the voting shareholders, the corporation shall give its non-voting shareholders written notice of the proposed action at least ten (10) days before the action is taken.

ARTICLE III. BOARD OF DIRECTORS

SECTION 1. General Powers. The business and affairs of the corporation shall be managed by its Board of Directors.

SECTION 2. Number, Tenure and Qualifications. The Board of Directors of the corporation shall consist of one (1) individual. The director shall hold office until the next annual meeting of shareholders and until his/her successor shall have been duly elected and qualified.

SECTION 3. Regular Meetings. A regular meeting of the Board of Directors shall be held without other notice than this bylaw immediately after, and at the same place as, the annual meeting of shareholders. The Board of Directors may provide, by resolution, the time and place for the holding of additional regular meetings without other notice than such resolution.

SECTION 4. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two directors, or if there shall be only one director, at that director’s request. The person or persons authorized to call special meetings of the Board of Directors may fix the place for holding any special meeting of the Board of Directors called by them.

SECTION 5. Place of Meetings. Regular meetings of the Board of Directors which coincide with meetings of the shareholders shall be held at the same place as the shareholders’ meeting. Other meetings of the Board of Directors shall be held at such place as is designated in the notice of the meeting, either within or without the State of Arkansas. A waiver of notice signed by all directors entitled to vote at a meeting may designate any place, either within or without the State of Arkansas, as the place for holding such meeting. If no designation is made, the Board of Directors’ meeting shall be held at the principal office of the corporation in Arkansas.

SECTION 6. Notice. Notice of the date, time and place of any special meeting of the Board of Directors shall be given at least two (2) days prior to the meeting by written notice delivered personally or mailed to each director at his/her business address, or by telegram. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid, provided the same is so mailed at least five (5) days prior to the meeting. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is dispatched by the telegraph company. Any director may waive notice of any meeting. The attendance by a director at a meeting shall constitute a waiver of notice of such meeting, unless the director at the beginning of the meeting (or promptly upon his/her arrival) objects to holding the meeting or the transaction of business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

SECTION 7. Quorum; Vote Required for Action. A majority of the directors shall constitute a quorum at any meeting, except when otherwise provided by applicable law. If less than a quorum, but at least one-third (1/3), of the directors is present at any meeting, then a majority of the directors present may vote to adjourn such meeting, from time to time, and the meeting may be held, as adjourned, without further notice. Except in cases in which the Articles of Incorporation or these Bylaws provide otherwise, the vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

SECTION 8. Organization. Meetings of the Board of Directors shall be presided over by the Chairman of the Board, if any, or in the absence of the Chairman, by a Vice Chairman of the Board, if any, or in the absence of the Vice Chairman by the President, or the absence of all of the foregoing, by a chairman chosen at the meeting. The Secretary shall act as secretary of the meeting, but in the absence of the Secretary, the chairman of the meeting may appoint any person to act as secretary of the meeting.

SECTION 9. Vacancies. Any vacancy occurring on the Board of Directors may be filled by the affirmative vote of a majority of the remaining directors, though less than a quorum of the Board of Directors, unless otherwise provided by applicable law. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office. Any directorship to be filled by reason of an increase in the number of directors may be filled by election by the Board of Directors for a term of office continuing only until the next election of directors by the shareholders. No decrease in the number of directors constituting the Board of Directors shall shorten the term of any incumbent director.

SECTION 10. Compensation. By resolution of the Board of Directors, each director may be paid his or her expenses, if any, of attendance at each meeting of the Board of Directors and may be paid a stated salary as director or a fixed sum for attendance at each meeting of the Board of Directors or both. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

SECTION 11. Presumption of Assent. A director of the corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless the director's dissent or abstention shall be entered in the minutes of the meeting, or unless the director (i) objects at the beginning of the meeting (or promptly upon his or her arrival) to the holding of the meeting or to the transaction of business at the meeting, or (ii) delivers a written dissent or abstention to such action to the presiding officer of the meeting before the adjournment thereof or to the Secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent or abstain shall not apply to a director who voted in favor of such action.

SECTION 12. Informal Action by Directors. Unless the Articles of Incorporation or these Bylaws otherwise expressly provide, any action required or permitted to be taken at any meeting of the Board of Directors, or any committee thereof, may be taken without a meeting if all members of the Board or such committee, as the case may be, consent thereto in writing, and the consents are filed with the minutes of the proceedings of the Board or such committee. Action taken under this Section is effective when the last director signs the consent, unless the consent specifies a different effective date.

SECTION 13. Telephonic Meetings Permitted. Members of the Board of Directors, or any committee designated by the Board, may participate in a meeting of such. Board or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can simultaneously hear each other, and participation in a meeting pursuant to this section shall constitute presence in person at such meeting.

ARTICLE IV. COMMITTEES OF THE BOARD OF DIRECTORS

SECTION 1. Committees. The Board of Directors shall have the authority to appoint such regular and special committees as it deems desirable, in addition to the regular committees required by this Article, and may appoint one or more rotating members of any committee at its discretion. The Board of Directors shall designate one member of each committee to serve as chairman. Each committee must have two or more members, each of whom shall serve at the pleasure of the Board of Directors, and only members of the Board of Directors may serve on a committee. The regular committees designated in this Article shall be appointed at the organizational meeting of the Board of Directors each year.

SECTION 2. Committee Rules. Unless the Board of Directors otherwise provides, each committee designated by the Board of Directors may make, alter and repeal rules for the conduct of its business. In the absence of such rules each committee shall conduct its business in the same manner as the Board of Directors conducts its business pursuant to Article III of these Bylaws.

ARTICLE V. OFFICERS

SECTION 1. Number. The officers of the corporation shall consist of a President, a Secretary and a Treasurer, as well as such other officers as may from time to time be designated by the Board of Directors. The President shall be the chief executive officer and chief administrator of the corporation, and in the President's absence, disability, or resignation or removal from office, the President shall be succeeded in office by the Vice-President, who shall administer the affairs of the corporation until a successor to the President is elected or until the President resumes his duties of office, whichever the case may be. The Secretary shall keep the records of the corporation and the shareholders, along with the minutes of the meetings of the stockholders and directors, and the Treasurer shall be responsible for the funds and general financial affairs of the corporation. Such officers as deemed necessary, but never less officers than President and Secretary, shall be elected by the Board of Directors and shall serve for a term of one year, or until their successors are duly elected and qualified. Any number of offices may be held by the same person.

SECTION 2. Election and Term of Office. The officers of the corporation shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of the shareholders. If the election of officers is not held at such meeting, such election shall be held as soon thereafter as is reasonably practical. Each officer shall hold office until his or her successor is duly elected and qualified, or until death, resignation or removal from office in the manner provided herein.

SECTION 3. Removal. Any officer or agent of the corporation may be removed by the Board of Directors, with or without cause, whenever in its judgment the best interest of the corporation will be served thereby, but such removal shall be without prejudice to the contractual rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create any contractual rights whatsoever.

SECTION 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

SECTION 5. President. The President shall be the chief executive officer of the corporation and, subject to the control of the Board of Directors, shall generally supervise and control all of the business and affairs of the corporation. The President shall, when present, preside at all meetings of the shareholders and the Board of Directors. The President shall be authorized to sign, with or without the Secretary or any other proper officer of the corporation thereunto authorized by the Board of Directors, certificates for shares of the corporation, and any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the corporation, or shall be required by applicable law to be otherwise signed or executed; and in general the President shall perform all duties normally

performed by presidents of like companies, along with such other duties as may be prescribed from time to time by the Board of Directors.

SECTION 6. Vice-President. In the absence of the President or in event of the President's death, incapacity, resignation or other inability or refusal to act, the Vice President, if a Vice-President has been elected shall perform the duties of the President, and when so acting shall have all the powers of, and shall be subject to all the restrictions upon the President. The Vice President, if a Vice President has been elected, shall perform all duties normally performed by vice presidents of like companies, along with such other duties as from time to time may be assigned to the Vice President by the President or by the Board of Directors.

SECTION 7. Secretary. The Secretary shall: (a) keep the minutes of the proceedings of the shareholders and the Board of Directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws and as otherwise required by applicable law; (c) serve as custodian of the corporate records and of the seal the corporation, if any; (d) keep a register of the post office address of each shareholder which shall be furnished to the Secretary by such shareholder; (e) sign with the President certificates for shares of the corporation, the issuance of which shall have been authorized by resolution of the Board of Directors; (f) have general charge of the stock transfer books of the corporation; and (g) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary by the President or the Board of Directors.

SECTION 8. Treasurer. The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the corporation, as well as its general financial affairs; (b) receive and give receipts for moneys due and payable to the corporation from any source whatsoever, and deposit all such moneys in the name of the corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of these Bylaws; and (c) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to the Treasurer by the President or the Board of Directors. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board of Directors shall determine.

SECTION 9. Salaries. The salaries of the officers shall be fixed from time to time by the Board of Directors, and no officer shall be prevented from receiving such salary by reason of the fact that such officer is also a director of the corporation.

ARTICLE VI. CONTRACTS, LOANS, CHECKS AND DEPOSITS

SECTION 1. Contracts. The Board of Directors may authorize any officer or officers or agent or agents to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances. The President or Vice President shall have the authority to enter into contracts in the ordinary and customary course of the corporation, but shall have no such authority with respect to any contract outside the ordinary and customary course of the corporation's business in the absence of due authorization by proper resolution of the Board of Directors.

SECTION 2. Loans. No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

SECTION 3. Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name by such officer or officers or agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

SECTION 4. Deposits. All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select.

ARTICLE VII. CERTIFICATES FOR SHARES AND THE TRANSFER THEREOF

SECTION 1. Certificates for Shares. Certificates representing shares of stock in the corporation shall be in such form as shall be determined by the Board of Directors. Such certificates shall be signed by the President and by the Secretary or by such other officers authorized by applicable law and by the Board of Directors and sealed with the corporate seal, if any. All certificates for shares shall be consecutively numbered or otherwise identified. The name of the person to whom the shares represented thereby are issued, with the number of shares and date of issue, shall be entered on the stock transfer books of the corporation. All certificates surrendered to the corporation for transfer shall be cancelled and no new certificate shall be issued until the former certificate for a like number of shares shall have been surrendered and cancelled, except that in case of a lost, destroyed or mutilated certificate a new certificate may be issued therefor upon such terms and indemnity to the corporation as these Bylaws and the Board of Directors may prescribe.

SECTION 2. Transfer of Shares. Transfer of shares of stock in the corporation shall be made only on the stock transfer books of the corporation by the holder of record thereof or by his legal representative, who shall furnish proper evidence of authority to transfer, or by the holder's attorney thereunto authorized by power of attorney duly executed and filed with the Secretary of the corporation, and only upon the surrender for cancellation of the certificate for such shares. The person in whose name shares stand on the books of the corporation shall be deemed by the corporation to be the owner thereof for all purposes.

SECTION 3. Lost, Destroyed or Mutilated Stock Certificates; Issuance of New Certificates. The corporation may issue a new certificate of stock in the place of any certificate theretofore issued by it which is alleged to have been lost, destroyed or mutilated, and the corporation may require the owner thereof, or his or her legal representative, to give the corporation a bond sufficient to indemnify the corporation against any claim that may be made against the corporation on account of the alleged loss, destruction or mutilation of any such certificate or the issuance of such new certificate.

ARTICLE VIII. INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS

SECTION 1. Right to Indemnification. (a) Each person (including here and hereinafter, the heirs, executors, administrators, and estate of such person) (1) who is or was a director or officer of the corporation, (2) who is or was an employee or agent of the corporation other than an officer and to whom the corporation has specifically and expressly agreed in writing to provide indemnification, (3) who is or was serving at the request of the corporation as a director, officer, or partner of another corporation, partnership, joint venture, trust or other enterprise or (4) who is or was serving at the request of the corporation as an employee, agent or representative of another corporation, partnership, joint venture, trust or other enterprise and to whom the corporation has specifically and expressly agreed in writing to provide indemnification shall be indemnified by the corporation as of right to the fullest extent permitted or authorized by the Arkansas Business corporation Act of 1987 (sometimes referred to herein as the "1987 Act") or subsequent legislation (but in the case of any such subsequent legislation, only to the extent that it permits the corporation to provide broader indemnification rights than permitted prior to such legislation), against any liability or expense awarded or assessed against such person or incurred by such person or paid or to be paid by such person in settlement thereof, in such person's capacity as such director, officer, employee or agent or arising out of his status as such director, officer, employee, or agent, including expenses and amounts paid by such person in settlement of any proceeding asserted or brought against such person by or in the right of any person, including the corporation, in any such capacity or arising out of his status as such. Each director, officer, employee, or agent of the corporation to whom indemnification

rights under this Article have been or may be granted is referred to herein as an "Indemnified Person."

(b) The Board of Directors may, upon approval of such director, officer, employee, or agent of the corporation, authorize the corporation's counsel to represent such person in any proceeding, whether or not the corporation is a party to such proceeding.

(c) Notwithstanding the foregoing, except as specified in Section 3 of this Article, the corporation shall indemnify an Indemnified Person in connection with a proceeding for part thereof) initiated by such Indemnified Person only if authorization for such proceeding (or part thereof) was not denied by the Board of Directors of the corporation prior to sixty (60) days after receipt by the corporation of written notice thereof from such person.

SECTION 2. Advancement of Expenses. Costs, charges and expenses incurred by an Indemnified Person described in clauses "1" and "3" of Section 1 of this Article in defending a proceeding shall be paid by the corporation to the fullest extent permitted or authorized by the 1987 Act or subsequent legislation (but in the case of any such subsequent legislation, only to the extent that it permits the corporation to provide broader rights to advance costs, charges and expenses than permitted prior to such legislation) in advance of the final disposition of such proceeding, within fourteen (14) days after the receipt by the corporation of a written statement from the person seeking such advance requesting such an advancement together with an undertaking, if required by law at the time of such advance, by or on behalf of the person seeking such advance, to repay all amounts so advanced in the event that it shall ultimately be determined that such person is not entitled to be indemnified by the corporation as authorized in this Article. In the case of Indemnified Persons described in clauses "2" and "4" of Section 1 of this Article, advancements of costs, charges and expenses may be made upon such terms and conditions as the Board of Directors deems appropriate.

SECTION 3. Procedure for Indemnification and Obtaining Advancement of Expenses. Any indemnification for liabilities and expenses or advancement of expenses under this Article shall be made promptly, and, in the case of indemnification, in any event within sixty (60) days of receipt by the corporation of the written request of the Indemnified Person, or, in the case of advancement of expenses, as set forth in Section 2 of this Article. If the corporation denies such request in whole or in part or if no disposition thereof is made within the applicable time limit or if the corporation otherwise fails to provide indemnification or advancement as provided for in this Article, and despite any contrary determination by or on behalf of the corporation in the specific case, the Indemnified Person may enforce his or her right to indemnification or advancement, or both, in an appropriate proceeding brought in a court of competent jurisdiction and shall be entitled to such indemnification or advancement, or both, as the court by order shall direct. Such person's reasonable expenses in obtaining court-ordered indemnification or advancement shall be reimbursed by the corporation. No such contrary determination by or on behalf of the corporation shall be a defense to such proceeding or create a presumption that the claimant has not met the applicable standard of conduct, if any, for indemnification or for an advancement pursuant to Section 1 or Section 2 of this Article. It shall be a defense to any such action that the claimant has not met the applicable standard of conduct, if any, pursuant to Section 1 or Section 2 of this Article.

SECTION 4. Other Rights; Continuation of Right to Indemnification and Advancements. The rights to indemnification and rights to advancements provided by this Article shall not be deemed exclusive of any other or further rights to which a person seeking indemnification or advancements maybe entitled under any law (common or statutory), agreement, vote of shareholders or disinterested directors or otherwise, either as to action taken or omitted to be taken in such person's official capacity or as to action taken or omitted to be taken in another capacity while holding office or while employed by or acting as agent for the corporation, and shall continue as to an Indemnified Person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person, All rights to indemnification and to advancements of expenses under this Article shall be deemed to be a contract between the corporation and all Indemnified Persons. Any repeal or modification of this Article or any repeal or modification of relevant provisions of the 1987 Act or any other applicable law shall not in any way diminish any right to indemnification or to advancement of expenses of an Indemnified Person or the

obligations of the corporation arising hereunder for claims relating to matters occurring prior to such repeal or modification.

SECTION 5. Insurance and Other Arrangements. The corporation may maintain insurance, at its expense, to protect itself and/or any person who is or was or has agreed to become a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another company, partnership, joint venture, trust or other enterprise against any liability asserted against such person or incurred by such person or on his or her behalf in any such capacity, or arising out of such person's status as such, whether or not the corporation has the obligation or would have the legal power to directly indemnify such person against such liability. The corporation may also obtain a letter of credit, act as self-insurer, create a reserve, trust, escrow, cash collateral or other fund or account, enter into indemnification agreements, pledge or grant a security interest in any assets or properties of the corporation, or use any other mechanism or arrangement whatsoever in such amounts, at such costs, and upon such other terms and conditions as the Board of Directors shall deem appropriate for the protection of any or all such persons.

SECTION 6. Separability. If this Article or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the corporation shall nevertheless indemnify each Indemnified Person, as to liabilities and expenses, and amounts paid or to be paid in settlement with respect to any proceeding, including an action by or in the right of the corporation, to the fullest extent permitted by any applicable portion of this Article that shall not have been invalidated and to the fullest extent permitted by applicable law.

SECTION 7. Terms. For purposes of this Article and in each case without limiting the generality thereof, the term "other enterprises" includes employee benefit plans; the term "expenses" includes reasonable counsel fees; the term "liability" includes obligations to pay a judgment, settlement, penalty, fine (including an excise tax assessed on a person with respect to any employee benefit plan), and expenses actually and reasonably incurred with respect to a proceeding; and the term "proceeding" includes any threatened, pending, or completed action, suit, or other type of proceeding, whether civil, criminal, administrative, or investigative.

ARTICLE IX.
DIRECT REPORTING TO BOARD OF DIRECTORS

For so long as the corporation maintains one or more licenses for child care issued by the State of Arkansas or any other governmental agency, the corporation shall maintain in place a policy that requires the employee, supervisor, administrator or director, whether directly employed by the corporation or serving as an independent contractor, designated or acting as the administrator or director of any child care facility operated by the corporation to directly report any incidents that give rise to a deficiency in meeting the applicable laws, rules or regulations regarding the operation of such facility to the members of the Board of Directors simultaneously with giving notice of the same to the officer or other supervisor or manager to whom they would otherwise be required to report such incident to.

ARTICLE X. MISCELLANEOUS PROVISIONS

SECTION 1. Fiscal Year. The fiscal year of the corporation shall be the same as the fiscal year utilized by the corporation for federal income tax reporting purposes.

SECTION 2. Dividends. The Board of Directors may from time to time declare, and the corporation may pay, dividends on its outstanding shares in the manner and upon the terms and conditions provided by applicable law and the Articles of Incorporation.

SECTION 3. Waiver of Notice. Any written waiver of notice, signed by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, unless the

person at the beginning of the meeting objects to holding the meeting or transacting business at the meeting. In addition, attendance of a person at a meeting shall constitute a waiver of objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the person objects to considering the matter when it is presented. All waivers of notice shall be filed with the minutes of the meeting.

SECTION 4. Inspection of Bylaws. A copy of these Bylaws, with all amendments thereto, shall at all times be kept in a convenient place at the principal office of the corporation, and shall be open for inspection to all shareholders during normal business hours.

SECTION 5. Interested Directors; Quorum. No contract or transaction between the corporation and one or more of its directors or officers, or between the corporation and any other corporation, partnership, association, or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because such person's votes are counted for such purposes, if: (1) the material facts regarding such person's relationship or interest in the contract or transaction are disclosed or known to the Board of Directors or the committee, and the Board or committee in good faith authorizes the contract or transaction by the affirmative vote of a majority of the disinterested directors, even though the number of disinterested directors constitute less than a quorum; provided, however, that the contract or transaction may not be authorized, approved, or ratified by a single director; or (2) the material facts as to such person's relationship or interest in the contract or transaction are disclosed or are known to the shareholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by a vote of the shareholders; or (3) the contract or transaction is fair to the corporation. If a majority of the disinterested directors vote to authorize, approve, or ratify the contract or transaction, a quorum shall be deemed present for purpose of taking action under this Section 6. If the contract or the transaction is approved by shareholders, the shares owned by or voted under the control of an interested director or an interested corporation, partnership, association, or other organization in which one or more of the corporation's directors or officers are directors or officers, or have a financial interest, shall not be counted in the vote of shareholders. The vote of such shares, however, shall be counted in determining whether the transaction or contract is approved under the Articles of Incorporation or the Arkansas Business Corporation Act of 1987. A majority of the shares that are entitled to be counted in a vote on the transaction or contract under this Section 6 constitutes a quorum for the purpose of taking action under this Section 6.

SECTION 6. Form of Records. Any records maintained by the corporation in the regular course of its business, including a stock ledger, books of account, and minute books, may be kept on, or be in the form of, punch cards, magnetic tape, photographs, microphotographs, or any other information storage device, provided that the records so kept can be converted into clearly legible form within a reasonable time. The corporation shall so convert any records so kept upon the request of any person entitled to inspect the same.

SECTION 7. Amendments of Bylaws. Subject to the laws of the State of Arkansas and the provisions of the Articles of Incorporation, these Bylaws may be altered, amended or repealed at any regular meeting of shareholders (or at any special meeting thereof duly called for that purpose) by a vote of the shareholders in accordance with Article II, provided that in the notice of such meeting, notice of such purpose shall be given. Subject to the laws of the State of Arkansas, the Articles of Incorporation and these Bylaws, the Board of Directors may by a majority vote of the entire Board of Directors amend these Bylaws, or waive any provisions hereof, or enact such other Bylaws as in their judgment may be advisable for the regulation of the conduct of the affairs of the corporation.

The foregoing bylaws were adopted by the Board of Directors of the corporation effective June 21, 2006.

Arkansas Secretary of State - Document No.: 5698190002 - Date Filed: 06-20-2006 03:55 PM - Total Pages: 4

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ARTICLES OF INCORPORATION
OF
ASCENT ACQUISITION CORPORATION - CYPDC

The undersigned, desiring to form a corporation pursuant to the provisions of the Arkansas Business Corporation Act (Chapter 27 of Title 4 of the Arkansas Code of 1987 Annotated) and any and all acts amendatory thereof or supplemental thereto, hereby certifies that:

1. NAME. The name of the corporation (hereinafter referred to as the "Corporation") is ASCENT ACQUISITION CORPORATION - CYPDC.

2. DURATION. The Corporation shall have perpetual existence.

3. PURPOSES. The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the Arkansas Business Corporation Act. The primary purpose for which the Corporation is organized, which is provided for informational purposes only, is to engage in the business of acquiring other businesses and all activities related thereto.

4. POWERS. The Corporation shall have and be entitled to exercise all of the powers conferred upon corporations by virtue of their existence as authorized by the Arkansas Business Corporation Act.

5. AUTHORIZED SHARES AND RIGHTS OF SHAREHOLDERS.

(a) Authorized Shares and Par Value. The Corporation shall have the authority to issue, in the aggregate, 1,000 shares of common stock, no par value.

(b) Authorization of Options and Restrictions on the Corporation's Shares. The President and the Secretary of the Corporation shall have the authority

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on behalf of the Corporation to enter into any contract between the Corporation and any or all of its shareholders (i) imposing restrictions on the future transfer, hypothecation or other disposition of the Corporation's shares, (whether inter vivos, by inheritance, testamentary gift, or otherwise), (ii) granting purchase options to the Corporation and/or its shareholders with respect to the Corporation's shares, (iii) requiring the Corporation and/or its shareholders to purchase the Corporation's shares upon stated contingencies, (iv) requiring the Corporation or its shareholders or another person to approve the transfer of the Corporation's shares, or (v) prohibiting the transfer of the Corporation's shares to designated persons or classes, provided that the prohibition is not manifestly unreasonable. Any and all of such restrictions, options or requirements may be imposed on all shares of stock in the Corporation, issued and unissued, upon the approval of the Board of Directors and the consent of all shareholders.

6. REGISTERED AGENT AND OFFICE. The name of the initial registered agent and the address of the initial registered office of this Corporation is:

The Corporation Company
425 West Capitol Avenue, Suite 1700
Little Rock, AR 72201

7. DIRECTORS. (a) The number of directors constituting the initial Board of Directors of the Corporation shall be one (1). Thereafter, the number of directors from time to time shall be fixed by the Board of Directors as provided in the Bylaws.

(b) Removal Only for Cause. A director may be removed by the shareholders only for cause.

(c) Limitation on Director Liability. A director of the Corporation shall not be personally liable to the Corporation or its shareholders for monetary damages for breach of fiduciary

duty as a director; provided, however, this provision shall not eliminate or limit the liability of a director (i) for any breach of the director's duty of loyalty to the Corporation or its shareholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) for voting for or assenting to an unlawful distribution by the Corporation, as provided in Section 4-27-833 of the Arkansas Business Corporation Act, (iv) for any transaction from which the director derived any improper personal benefit, or (v) for any action, omission, transaction or breach of a director's duty creating any third party liability to any person or entity other than the Corporation or its shareholders. If the Arkansas Business Corporation Act is amended after the effective date of incorporation to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Arkansas Business Corporation Act, as so amended. Any repeal or modification of the foregoing paragraph by the shareholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

(d) Indemnification. Directors and officers of the Corporation shall be indemnified by the Corporation to the fullest extent now or hereafter permitted by the Arkansas Business Corporation Act (and specifically Section 4-27-850 thereof) in connection with any actual or threatened action or proceeding (including civil, criminal, administrative, or investigative proceedings) arising out of their service to the Corporation or to another organization at the Corporation's request. Persons who are not directors and officers of the Corporation may be similarly indemnified with respect to their service to the Corporation or to another organization at the Corporation's request to the extent authorized at anytime by resolution of the Board of Directors.

8. AMENDMENT TO ARTICLES OF INCORPORATION. From time to time any of the provisions of these Articles of Incorporation may be amended, altered or repealed, and other provisions authorized by the laws of the State of Arkansas at the time in force may be added or inserted in the manner and at the time prescribed by said laws, and all rights at any time conferred upon the shareholders of the Corporation by these Articles of Incorporation are granted subject to the provisions of this Article.

9. INCORPORATOR. The name and address of the incorporator is:

Carla G. Spainhour
Friday, Eldredge & Clark
2000 Regions Center
400 West Capitol Avenue
Little Rock, Arkansas 72201-3493

IN WITNESS WHEREOF, the undersigned has hereunto set my hand as Incorporator of this Corporation effective as of the 20th day of June, 2006.

/s/ Carla G. Spainhour
Carla G. Spainhour

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Arkansas Secretary of State

[SEAL]

Charlie Daniels

State Capitol • Little Rock, Arkansas 72201-1094
501-682-3409 • www.sos.arkansas.gov

INSTRUCTIONS: File with the Secretary of State's Office, Business Services Division, State Capitol, Little Rock, Arkansas 72201-1094. A copy will be returned to the entity and must be filed with the County Clerk in the county in which the entity's registered office is located (unless registered office is in Pulaski County).

APPLICATION FOR FICTITIOUS NAME

Select entity type:

- ☒ For-Profit Corporation ($25.00 fee)
- ☐ General Partnership
- ☐ LLC ($25.00 fee)
- ☐ LLLP ($15.00 fee)
- ☐ Nonprofit Corporation
- ☐ Limited Partnership ($15.00 fee)
- ☐ LLP ($15.00 fee)

Pursuant to the provisions of Arkansas law, the undersigned entity hereby applies for the use of a fictitious name and submits herewith the following statement:

1. The fictitious name under which the business is being, or will be, conducted by this entity is: ASCENT
2. The character of the business being, or to be, conducted under such fictitious name is: Medical, behavioral, nutritional, physical, occupational, and audiology services for children.
3. a) The entity name of the applicant and its date of qualification in Arkansas: Ascent Acquisition Corporation-CYPDC

   b) The entity is ☒ domestic ☐ foreign (state of domestic registration) _____

   c) The location (city and street address) of the registered office of the applicant entity in Arkansas is:

   425 W. Capitol Ave., Suite 1700, Little Rock, Arkansas 72201
   Street City State ZIP Code

I understand that knowingly signing a false document with the intent to file with the Arkansas Secretary of State is a Class C misdemeanor and is punishable by a fine up to $100.00 and/or imprisonment up to 30 days.

Authorizing Officer J. Mack Nunn
(Type or Print)

Authorized Signature: /s/ J. Mack Nunn Title: Secretary
(Chairman, Partner or other authorized person)

Address: 1701 Capitol of Texas Highway South, Ste 400, Austin, TX 78746

Fee: see top of page **DN-18/F-18/Rev. 4/06**

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Arkansas Secretary of State

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Charlie Deniels

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APPLICATION FOR FICTITIOUS NAME

Select entity type:

- ☒ For-Profit Corporation ($25.00 fee)
- ☐ Nonprofit Corporation
- ☐ General Partnership
- ☐ Limited Partnership ($15.00 fee)
- ☐ LLC ($25.00 fee)
- ☐ LLP ($15.00 fee)
- ☐ LLLP ($15.00 fee)

Pursuant to the provisions of Arkansas law, the undersigned entity hereby applies for the use of a fictitious name and submits herewith the following statement:

1. The fictitious name under which the business is being, or will be, conducted by this entity is: ASCENT CHILDREN'S HEALTH SERVICES

2. The character of the business being, or to be, conducted under such fictitious name is: Medical, behavioral, nutritional, physical, occupational, and audiology services for children.

3. a) The entity name of the applicant and its date of qualification in Arkansas: Ascent Acquisition Corporation-CYPDC

   b) The entity is ☒ domestic ☐ foreign (state of domestic registration) _____

   c) The location (city and street address) of the registered office of the applicant entity in Arkansas is:

   425 W. Capitol Ave., Suite 1700, Little Rock, Arkansas 72201
   Street City State ZIP Code

I understand that knowingly signing a false document with the intent to file with the Arkansas Secretary of State is a Class C misdemeanor and is punishable by a fine up to $100.00 and/or imprisonment up to 30 days.

Authorizing Officer J. Mack Nunn
(Type or Print)

Authorized Signature: /s/ J. Mack Nunn Title: Secretary
(Chairman, Partner or other authorized person)

Address: 1701 Capitol of Texas Highway South, Ste 400, Austin, TX 78746

Fee: see top of page **DN-18/F-18/Rev. 4/06**

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Arkansas Secretary of State

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State Capitol • Little Rock, Arkansas 72201-1094

Charlie Deniels **501-682-3409 . www.sos.arkansas.gov**

INSTRUCTIONS: File with the Secretary of State's Office, Business Services Division, State Capitol, Little Rock, Arkansas 72201-1094. A copy will be returned to the entity and must be filed with the County Clerk in the county in which the entity's registered office is located (unless registered office is in Pulaski County).

APPLICATION FOR FICTITIOUS NAME

Select entity type:

- ☒ For-Profit Corporation ($25.00 fee)
- ☐ Nonprofit Corporation
- ☐ General Partnership
- ☐ Limited Partnership ($15.00 fee)
- ☐ LLC ($25.00 fee)
- ☐ LLP ($15.00 fee)
- ☐ LLLP ($15.00 fee)

Pursuant to the provisions of Arkansas law, the undersigned entity hereby applies for the use of a fictitious name and submits herewith the following statement:

1. The fictitious name under which the business is being, or will be, conducted by this entity is: CHILD & YOUTH DEVELOPMENT CENTER

2. The character of the business being, or to be, conducted under such fictitious name is: Medical, behavioral, nutritional, physical, occupational, and audiology services for children.

3. a) The entity name of the applicant and its date of qualification in Arkansas: Ascent Acquisition Corporation-CYPDC; 06/20/2006

   b) The entity is ☒ domestic ☐ foreign (state of domestic registration) _____

   c) The location (city and street address) of the registered office of the applicant entity in Arkansas is:

   425 W. Capitol Ave., Suite 1700, Little Rock, Arkansas 72201
   Street City State ZIP Code

I understand that knowingly signing a false document with the intent to file with the Arkansas Secretary of State is a Class C misdemeanor and is punishable by a fine up to $100.00 and/or imprisonment up to 30 days.

Authorizing Officer J. Mack Nunn
(Type or Print)

Authorized Signature: /s/ J. Mack Nunn
(Chairman, Partner or other authorized person)

Address: 1701 Capitol of Texas Highway South, Ste 400, Austin, TX 78746

Fee: see top of page **DN-18/F-18/Rev. 4/06**

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Arkansas Secretary of State

[SEAL]

State Capitol • Little Rock, Arkansas 72201-1094

Charlie Deniels **501-682-3409 . www.sos.arkansas.gov**

Business & Commercial Services, 250 Victory Building, 1401 W. Capitol, Little Rock

NOTICE OF CHANGE OF COMMERCIAL REGISTERED AGENT INFORMATION
(PLEASE TYPE OR PRINT CLEARLY IN INK)

1. a. Current Name of Commercial Registered Agent: The Corporation Company

   b. New name of Commercial Registered Agent: The Corporation Company

2. a. Current address on file: 425 West Capitol Avenue
   Street Address

   Suite 1700 Little Rock, AR 72201
   Street Address Line 2 City, State Zip

   b. New address: 124 West Capitol Avenue
   Street Address

   Suite 1400 Little Rock, AR 72201-3736
   Street Address Line 2 City, State Zip

3. a. Jurisdiction / type of organization: Business Corporation

   b. New jurisdiction / new type of organization: _____

4. Attach a listing of ALL entities effected by the above change(s).

A commercial registered agent shall promptly furnish each entity it represents with notice of the filing of a statement of change.

I understand that knowingly signing a false document with the intent to file with the Arkansas Secretary of State is a Class C misdemeanor and is punishable by a fine up to $100.00 and/or imprisonment up to 30 days.

Executed this 27th day of December , 2007.

/s/ Marie Hauer, Asst. Secy. Marie Hauer

Signature and Title of Authorized Individual Printed Name of Authorized Individual

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Arkansas Secretary of State

[SEAL]

Charlie Daniels

State Capitol Ÿ Little Rock, Arkansas 72201-1094
501-651-54001 www.sos.arkansas.gov

Business & Commercial Services, 250 Victory Building, 1401 W. Capitol, Little Rock

INSTRUCTIONS: File with the Secretary of State's Office, Business Services Division, State Capitol, Little Rock, Arkansas 72201-1094. A copy will be returned to the entity and must be filed with the County Clerk in the county in which the entity's registered office is located (unless registered office is in Pulaski County).

APPLICATION FOR FICTITIOUS NAME

Select entity type:

- ☒ For-Profit Corporation ($25.00 fee)
- ☐ General Partnership ($15.00 fee)
- ☐ LLC ($25.00 fee)
- ☐ LLLP ($15.00 fee)
- ☐ Nonprofit Corporation ($25.00 fee)
- ☐ Limited Partnership ($15.00 fee)
- ☐ LLP ($15.00 fee)

Pursuant to the provisions of Arkansas law, the undersigned entity hereby applies for the use of a fictitious name and submits herewith the following statement:

1. The fictitious name under which the business is being, or will be, conducted by this entity is: Child & Youth Pediatric Day Clinic

2. The character of the business being, or to be, conducted under such fictitious name is: Medical, behavioral, nutritional, physical, occupational, and audiology services for children.

3. a) The entity name of the applicant and its date of qualification in Arkansas: Ascent Acquisition Corporation-CYPDC 6/20/06

   b) The entity is ☒ domestic ☐ foreign (state of domestic registration) _____

   c) The location (city and street address) of the registered office of the applicant entity in Arkansas is:

425 W. Capitol Ave., Suite 1700, Little Rock, AR 72201
Street City State ZIP Code

I understand that knowingly signing a false document with the Intent to file with the Arkansas Secretary of State is a Class C misdemeanor and is punishable by a fine up to $100.00 and/or imprisonment up to 30 days.

Authorizing Officer J. Mack Nunn, Secretary
J. Mack Nunn (Type or Print)

Authorized Signature: /s/ J. Mack Nunn
(Chairman, Partner or other authorized person)

Address: 1701 Capitol of Texas Hwy So., Ste. 400, Austin TX 78746

Fee: see top page. Make payable to Arkansas Secretary of State. **DN-18/F-18/Rev. 4/06**

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1010 WEST THIRD STREET
LITTLE ROCK | ARKANSAS | 72201
501.378.7870 | www.mitchellblackstock.com

A T T O R N E Y S
EUGENE R. WARREN (1909-1980)
MICHAEL W. MITCHELL*
CLAYTON R. BLACKSTOCK**
MARCIA BARNES
JACK WAGONER III
DAVID IVERS**
EMILY SNEDDON
MARK BURNETTE
GREG ALAGOOD
J. CRAIG WILSON
SARA HENDRICKS BATCHELLER

P.O. BOX 1510
LITTLE ROCK | ARKANSAS | 72203
FACSIMILE | 501.375.1940
*ALSO LICENSED IN COLORADO
**ALSO LICENSED IN TEXAS

MEDICAID | MEDICARE SPECIALIST
ROBERT W. WRIGHT

WRITER'S E. MAIL
mmitchell@mitchellblackstock.com

December 4, 2007

Steve Holliwell, Legal Department
Arkansas Secretary of State
256 State Capitol
Little Rock, Arkansas 72201

Re: Application for Fictitious Name

Dear Steve:

This letter is to confirm our telephone conversation last week with respect to the applications for fictitious names filed by 1) Ascent Acquisition Corporation—PSC to do business as "Pediatric Specialty Care" and 2) Ascent Acquisition Corporation—CYPDC to do business as "Child & Youth Pediatric Day Clinic."

We represent Ascent Acquisition Corporation, Ascent Acquisition Corporation—PSC, Ascent Acquisition Corporations—CYPDC, Pediatric Specialty Care, Inc., Child & Youth Pediatric Day Clinics, Inc., and Pediatric Specialty Care Properties, LLC.

We certify to you that Ascent Acquisition Corporation is the sole owner of one-hundred percent of the stock/interest of Ascent Acquisition Corporation—PSC, Ascent Acquisition Corporation—CYPDC, Pediatric Specialty Care, Inc., Child & Youth Pediatric Day Clinics, Inc., and Pediatric Specialty Care Properties, LLC.

Please advise if you need additional information to successfully file the applications for fictitious name for these two entities, which are enclosed.

Thank you for your help.

Very truly yours,

Michael W. Mitchell

MWM:sg
Enclosure
cc: Lowell Keig

FILED - Arkansas of State #800087374 07/09/2008 14:47

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Arkansas Secretary of State

[SEAL]

Charlie Daniels

State Capitol Ÿ Little Rock, Arkansas 72201-1094
501-682-3409 Ÿ www.sos.arkansas.gov

Business & Commercial Services, 250 Victory Building, 1401 W. Capitol, Little Rock

NOTICE OF CHANGE OF COMMERCIAL REGISTERED AGENT INFORMATION
(PLEASE TYPE OR PRINT CLEARLY IN INK)

1. a. Current Name of Commercial Registered Agent: THE CORPORATION COMPANY

   b. New Name of Commercial Registered Agent: THE CORPORATION COMPANY

2. a. Current address on file: 124 West Capitol Avenue
   Street Address

   Suite 1400 Little Rock, AR 72201- 3736
   Street Address Line 2 City, State Zip

   b. New address: 124 West Capitol Avenue
   Street Address

   Suite 1900 Little Rock, AR 72201
   Street Address Line 2 City, State Zip

3. a. Jurisdiction/type of organization: BUSINESS CORPORATION

   b. New jurisdiction / new type of organization: _____

4. Attach a listing of ALL entities effected by the above change(s).

A commercial registered agent shall promptly furnish each entity it represents with notice of the filing of a statement of change.

I understand that knowingly signing a false document with the Intent to file with the Arkansas Secretary of State is a Class C misdemeanor and is punishable by a fine up to $100.00 and/or Imprisonment up to 30 days.

Executed this 28th day of April, 2008.

/s/ Marie Hauer, Asst, Secy.
Signature and Title of Authorized Individual

Marie Hauer
Printed Name of Authorized Individual

NO FEE

CRA-CF Rev. 08/07

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BYLAWS
OF
ASCENT ACQUISITION CORPORATION - CYPDC

ARTICLE 1. OFFICES

The principal office of ASCENT ACQUISITION CORPORATION - CYPDC (referred to herein as the "corporation") in the State of Arkansas shall be located in Craighead County. The corporation may have such other offices, either within or without the State of Arkansas, as the Board of Directors may designate or as the business of the corporation may require from time to time.

ARTICLE II. SHAREHOLDERS

SECTION 1. Annual Meeting. The annual meeting of the shareholders shall be held on the second Tuesday in the month of January at the hour of 10:00 a.m., for the purpose of electing directors and for the transaction of such other business as may properly come before the meeting. If the day fixed for the annual meeting shall be a legal holiday in the State of Arkansas, such meeting shall be held on the next succeeding business day. If the election of directors shall not be held on the day designated herein for any annual meeting of the shareholders, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the shareholders as soon as reasonably practical.

SECTION 2. Special Meetings. Special meetings of the shareholders, for any purpose or purposes, may be called by the President, the Board of Directors, or by a committee of the Board of Directors that has been duly designated by the Board of Directors and whose power and authority, as expressly provided in these Bylaws or in a resolution of the Board of Directors, include the power to call such meetings, and a special meeting shall be called by the President at the request of the holders of at least ten percent (10%) of all the votes entitled to be cast on any issue proposed to be considered at such special meeting, if such holders have signed, dated, and delivered to the Secretary of the corporation one or more written demands for the meeting describing the purpose or purposes for which it is to be held.

SECTION 3. Place of Meeting. Unless otherwise prescribed by statute, the Board of Directors may designate any place, either within or without the State of Arkansas, as the place of meeting for any annual or special meeting of the shareholders. A waiver of notice signed by all shareholders entitled to vote at a meeting may designate any place, whether within or without the State of Arkansas, unless otherwise prescribed by statute, as the place for the holding of such meeting. If no designation is made, the place of meeting shall be the principal office of the corporation in the State of Arkansas.

SECTION 4. Notice of Meeting. Unless otherwise prescribed by applicable law, written notice stating the place, date and time of the meeting, and in case of a special meeting the purpose or purposes for which the meeting is called, shall be given either by mail or in person to each shareholder of record entitled to vote at such meeting, not less than sixty (60) days nor more than seventy-five (75) days before the date of the meeting if a proposal to increase the authorized capital stock or bond indebtedness of the corporation is to be submitted, and not less than ten (10) days nor more than sixty (60) days before the date of the meeting, in all other cases. If mailed, such notice shall be deemed to have been given and delivered when deposited in the United States Mail, postage prepaid, and addressed to the shareholder at the shareholder's address as it appears on the stock transfer books of the corporation.

SECTION 5. Date for Determination of Shareholders of Record. In order that the corporation may determine the shareholders (i) entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof or to express consent to corporate action in writing without a meeting, (ii) entitled to receive payment of any dividend or other distribution or allotment of any rights, (iii) entitled to exercise any rights in respect of any change, conversion, or exchange of stock or (iv) for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record

date, which shall not be more than seventy (70) days before the date of any such meeting or other action. If no record date is fixed: (i) the record date for determining shareholders entitled to notice of or to vote at a meeting of shareholders shall be at the close of business on the day next preceding the day on which notice is given or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held; and (ii) the record date for determining shareholders for any other purpose shall be at the close of business on the date on which the Board of Directors adopts a resolution relating thereto. A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting; provided, however, the Board of Directors may fix a new record date for the adjourned meeting, which it must do if the meeting is adjourned to a date more than one hundred twenty (120) days after the date fixed for the original meeting.

SECTION 6. List of Shareholders Entitled to Vote. After fixing the record date for a meeting, the Secretary shall prepare an alphabetical listing of the names of all of the shareholders of the corporation who are entitled to notice of the shareholders' meeting, which list must be arranged by voting group and must show the address of and number of shares held by each such shareholder. The shareholders list must be made available for inspection by any shareholder beginning two (2) business days after notice of the meeting is given for which the list was prepared and continuing through the meeting at the corporation's principal office or at a place identified in the meeting notice in the city where the meeting will be held. A shareholder, and the agents and attorneys of shareholders, shall be entitled on written demand to inspect and, subject to the requirements of Ark. Code Ann. §4-27-1602C, to copy the list, at the shareholder's expense, during regular business hours during the period the list is available for inspection. The corporation shall make the shareholders list available at the meeting, and any shareholder, and any agent or attorney of any shareholder, shall be entitled to inspect the list at any time during the meeting or any adjournment thereof.

SECTION 7. Quorum; Vote Required For Action. Unless otherwise provided by applicable law, a majority of the votes entitled to be cast on a matter by the shareholders of the corporation represented in person or by proxy shall constitute a quorum for purposes of such matter at any meeting of shareholders. A majority of the votes cast at any meeting at which a quorum is present shall decide every question or matter submitted to the shareholders at such meeting, unless otherwise provided by applicable law, the Articles of Incorporation, or these Bylaws.

SECTION 8. Proxies. Each shareholder entitled to vote at a meeting of shareholders may authorize another person or persons to act for such shareholder by proxy, but no such proxy shall be voted or acted upon after eleven (11) months from its effective date, unless the proxy expressly provides for a longer period. A duly executed proxy shall be revocable unless the appointment form conspicuously states that it is irrevocable and is coupled with an interest sufficient at law to support an irrevocable power. An irrevocable proxy is revoked when the interest with which it is coupled is extinguished. A shareholder may revoke any proxy which is not irrevocable by attending the meeting and voting in person or by filing with the Secretary of the corporation an instrument in writing revoking the proxy or another duly executed proxy bearing a later date. Proxies shall be dated and shall be filed with the records of the meeting.

SECTION 9. Adjournments. Any meeting of shareholders, annual or special, at which a quorum is present may adjourn from time to time to reconvene at the same or some other place, and notice need not be given of any such adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting the corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each shareholder of record entitled to vote at the meeting in the manner provided in these Bylaws.

SECTION 10. Organization. Meetings of shareholders shall be presided over by the Chairman of the Board of Directors or the President, or in their absence by a Vice President, or in the absence of the foregoing persons by a presiding officer designated by the Board of Directors, or

in the absence of such designation by a presiding officer chosen at the meeting. The Secretary shall act as secretary of the meeting, but in the absence of the Secretary the presiding officer of the meeting may appoint any person to act as secretary of the meeting.

SECTION 11. Voting of Shares. Subject to the provisions of these Bylaws, and particularly the following section hereof, each outstanding share entitled to vote with respect to a particular matter shall be entitled to one vote upon such matter when submitted to a vote of shareholders.

SECTION 12. Action by Shareholders. Any action required or permitted to be taken at a meeting of shareholders may be taken without a meeting if one or more written consents, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof. All written consents executed by one or more shareholders shall be included in the minutes or filed with the corporate records. If it is required by law that notice of the proposed action be given to non-voting shareholders and the action is to be taken by written consent of the voting shareholders, the corporation shall give its non-voting shareholders written notice of the proposed action at least ten (10) days before the action is taken.

ARTICLE III. BOARD OF DIRECTORS

SECTION 1. General Powers. The business and affairs of the corporation shall be managed by its Board of Directors.

SECTION 2. Number, Tenure and Qualifications. The Board of Directors of the corporation shall consist of one (1) individual. The director shall hold office until the next annual meeting of shareholders and until his/her successor shall have been duly elected and qualified.

SECTION 3. Regular Meetings. A regular meeting of the Board of Directors shall be held without other notice than this bylaw immediately after, and at the same place as, the annual meeting of shareholders. The Board of Directors may provide, by resolution, the time and place for the holding of additional regular meetings without other notice than such resolution.

SECTION 4. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two directors, or if there shall be only one director, at that director's request. The person or persons authorized to call special meetings of the Board of Directors may fix the place for holding any special meeting of the Board of Directors called by them.

SECTION 5. Place of Meetings. Regular meetings of the Board of Directors which coincide with meetings of the shareholders shall be held at the same place as the shareholders' meeting. Other meetings of the Board of Directors shall be held at such place as is designated in the notice of the meeting, either within or without the State of Arkansas. A waiver of notice signed by all directors entitled to vote at a meeting may designate any place, either within or without the State of Arkansas, as the place for holding such meeting. If no designation is made, the Board of Directors' meeting shall be held at the principal office of the corporation in Arkansas.

SECTION 6. Notice. Notice of the date, time and place of any special meeting of the Board of Directors shall be given at least two (2) days prior to the meeting by written notice delivered personally or mailed to each director at his/her business address, or by telegram. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid, provided the same is so mailed at least five (5) days prior to the meeting. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is dispatched by the telegraph company. Any director may waive notice of any meeting. The attendance by a director at a meeting shall constitute a waiver of notice of such meeting, unless the director at the beginning of the meeting (or promptly upon his/her arrival) objects to holding the meeting or the transaction of business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

SECTION 7. Quorum; Vote Required for Action. A majority of the directors shall constitute a quorum at any meeting, except when otherwise provided by applicable law. If less than a quorum, but at least one-third (1/3), of the directors is present at any meeting, then a majority of the directors present may vote to adjourn such meeting, from time to time, and the meeting may be held, as adjourned, without further notice. Except in cases in which the Articles of Incorporation or these Bylaws provide otherwise, the vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

SECTION 8. Organization. Meetings of the Board of Directors shall be presided over by the Chairman of the Board, if any, or in the absence of the Chairman, by a Vice Chairman of the Board, if any, or in the absence of the Vice Chairman by the President, or in the absence of all of the foregoing, by a chairman chosen at the meeting. The Secretary shall act as secretary of the meeting, but in the absence of the Secretary, the chairman of the meeting may appoint any person to act as secretary of the meeting.

SECTION 9. Vacancies. Any vacancy occurring on the Board of Directors may be filled by the affirmative vote of a majority of the remaining directors, though less than a quorum of the Board of Directors, unless otherwise provided by applicable law. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office. Any directorship to be filled by reason of an increase in the number of directors may be filled by election by the Board of Directors for a term of office continuing only until the next election of directors by the shareholders. No decrease in the number of directors constituting the Board of Directors shall shorten the term of any incumbent director.

SECTION 10. Compensation. By resolution of the Board of Directors, each director may be paid his or her expenses, if any, of attendance at each meeting of the Board of Directors and may be paid a stated salary as director or a fixed sum for attendance at each meeting of the Board of Directors or both. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

SECTION 11. Presumption of Assent. A director of the corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless the director's dissent or abstention shall be entered in the minutes of the meeting, or unless the director (i) objects at the beginning of the meeting (or promptly upon his or her arrival) to the holding of the meeting or to the transaction of business at the meeting, or (ii) delivers a written dissent or abstention to such action to the presiding officer of the meeting before the adjournment thereof or to the Secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent or abstain shall not apply to a director who voted in favor of such action.

SECTION 12. Informal Action by Directors. Unless the Articles of Incorporation or these Bylaws otherwise expressly provide, any action required or permitted to be taken at any meeting of the Board of Directors, or any committee thereof, may be taken without a meeting if all members of the Board or such committee, as the case may be, consent thereto in writing, and the consents are filed with the minutes of the proceedings of the Board or such committee. Action taken under this Section is effective when the last director signs the consent, unless the consent specifies a different effective date.

SECTION 13. Telephonic Meetings Permitted. Members of the Board of Directors, or any committee designated by the Board, may participate in a meeting of such Board or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can simultaneously hear each other, and participation in a meeting pursuant to this section shall constitute presence in person at such meeting.

ARTICLE IV. COMMITTEES OF THE BOARD OF DIRECTORS

SECTION 1. Committees. The Board of Directors shall have the authority to appoint such regular and special committees as it deems desirable, in addition to the regular committees required by this Article, and may appoint one or more rotating members of any committee at its discretion. The Board of Directors shall designate one member of each committee to serve as chairman. Each committee must have two or more members, each of whom shall serve at the pleasure of the Board of Directors, and only members of the Board of Directors may serve on a committee. The regular committees designated in this Article shall be appointed at the organizational meeting of the Board of Directors each year.

SECTION 2. Committee Rules. Unless the Board of Directors otherwise provides, each committee designated by the Board of Directors may make, alter and repeal rules for the conduct of its business. In the absence of such rules each committee shall conduct its business in the same manner as the Board of Directors conducts its business pursuant to Article III of these Bylaws.

ARTICLE V. OFFICERS

SECTION 1. Number. The officers of the corporation shall consist of a President, a Secretary and a Treasurer, as well as such other officers as may from time to time be designated by the Board of Directors. The President shall be the chief executive officer and chief administrator of the corporation, and in the President's absence, disability, or resignation or removal from office, the President shall be succeeded in office by the Vice-President, who shall administer the affairs of the corporation until a successor to the President is elected or until the President resumes his duties of office, whichever the case may be. The Secretary shall keep the records of the corporation and the shareholders, along with the minutes of the meetings of the stockholders and directors, and the Treasurer shall be responsible for the funds and general financial affairs of the corporation. Such officers as deemed necessary, but never less officers than President and Secretary, shall be elected by the Board of Directors and shall serve for a term of one year, or until their successors are duly elected and qualified. Any number of offices may be held by the same person.

SECTION 2. Election and Term of Office. The officers of the corporation shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of the shareholders. If the election of officers is not held at such meeting, such election shall be held as soon thereafter as is reasonably practical. Each officer shall hold office until his or her successor is duly elected and qualified, or until death, resignation or removal from office in the manner provided herein.

SECTION 3. Removal. Any officer or agent of the corporation may be removed by the Board of Directors, with or without cause, whenever in its judgment the best interest of the corporation will be served thereby, but such removal shall be without prejudice to the contractual rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create any contractual rights whatsoever.

SECTION 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

SECTION 5. President. The President shall be the chief executive officer of the corporation and, subject to the control of the Board of Directors, shall generally supervise and control all of the business and affairs of the corporation. The President shall, when present, preside at all meetings of the shareholders and the Board of Directors. The President shall be authorized to sign, with or without the Secretary or any other proper officer of the corporation thereunto authorized by the Board of Directors, certificates for shares of the corporation, and any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the corporation, or shall be required by applicable law to be otherwise signed or executed; and in general the President shall perform all duties normally

performed by presidents of like companies, along with such other duties as may be prescribed from time to time by the Board of Directors.

SECTION 6. Vice-President. In the absence of the President or in event of the President's death, incapacity, resignation or other inability or refusal to act, the Vice President, if a Vice President has been elected, shall perform the duties of the President, and when so acting shall have all the powers of, and shall be subject to all the restrictions upon the President. The Vice President, if a Vice President has been elected, shall perform all duties normally performed by vice presidents of like companies, along with such other duties as from time to time may be assigned to the Vice President by the President or by the Board of Directors.

SECTION 7. Secretary. The Secretary shall: (a) keep the minutes of the proceedings of the shareholders and the Board of Directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws and as otherwise required by applicable law; (c) serve as custodian of the corporate records and of the seal the corporation, if any; (d) keep a register of the post office address of each shareholder which shall be furnished to the Secretary by such shareholder; (e) sign with the President certificates for shares of the corporation, the issuance of which shall have been authorized by resolution of the Board of Directors; (f) have general charge of the stock transfer books of the corporation; and (g) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary by the President or the Board of Directors.

SECTION 8. Treasurer. The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the corporation, as well as its general financial affairs; (b) receive and give receipts for moneys due and payable to the corporation from any source whatsoever, and deposit all such moneys in the name of the corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of these Bylaws; and (c) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to the Treasurer by the President or the Board of Directors. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board of Directors shall determine.

SECTION 9. Salaries. The salaries of the officers shall be fixed from time to time by the Board of Directors, and no officer shall be prevented from receiving such salary by reason of the fact that such officer is also a director of the corporation.

ARTICLE VI. CONTRACTS, LOANS, CHECKS AND DEPOSITS

SECTION 1. Contracts. The Board of Directors may authorize any officer or officers or agent or agents to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances. The President or Vice President shall have the authority to enter into contracts in the ordinary and customary course of the corporation's business in the name of and on behalf of the corporation, but shall have no such authority with respect to any contract outside the ordinary and customary course of the corporation's business in the absence of due authorization by proper resolution of the Board of Directors.

SECTION 2. Loans. No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

SECTION 3. Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers or agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

SECTION 4. Deposits. All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select.

ARTICLE VII. CERTIFICATES FOR SHARES AND THE TRANSFER THEREOF

SECTION 1. Certificates for Shares. Certificates representing shares of stock in the corporation shall be in such form as shall be determined by the Board of Directors. Such certificates shall be signed by the President and by the Secretary or by such other officers authorized by applicable law and by the Board of Directors and sealed with the corporate seal, if any. All certificates for shares shall be consecutively numbered or otherwise identified. The name of the person to whom the shares represented thereby are issued, with the number of shares and date of issue, shall be entered on the stock transfer books of the corporation. All certificates surrendered to the corporation for transfer shall be cancelled and no new certificate shall be issued until the former certificate for a like number of shares shall have been surrendered and cancelled, except that in case of a lost, destroyed or mutilated certificate a new certificate may be issued therefor upon such terms and indemnity to the corporation as these Bylaws and the Board of Directors may prescribe.

SECTION 2. Transfer of Shares. Transfer of shares of stock in the corporation shall be made only on the stock transfer books of the corporation by the holder of record thereof or by his legal representative, who shall furnish proper evidence of authority to transfer, or by the holder's attorney thereunto authorized by power of attorney duly executed and filed with the Secretary of the corporation, and only upon the surrender for cancellation of the certificate for such shares. The person in whose name shares stand on the books of the corporation shall be deemed by the corporation to be the owner thereof for all purposes.

SECTION 3. Lost, Destroyed or Mutilated Stock Certificates; Issuance of New Certificates. The corporation may issue a new certificate of stock in the place of any certificate theretofore issued by it which is alleged to have been lost, destroyed or mutilated, and the corporation may require the owner thereof, or his or her legal representative, to give the corporation a bond sufficient to indemnify the corporation against any claim that may be made against the corporation on account of the alleged loss, destruction or mutilation of any such certificate or the issuance of such new certificate.

ARTICLE VIII. INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS

SECTION 1. Right to Indemnification. (a) Each person (including here and hereinafter, the heirs, executors, administrators, and estate of such person) (1) who is or was a director or officer of the corporation, (2) who is or was an employee or agent of the corporation other than an officer and to whom the corporation has specifically and expressly agreed in writing to provide indemnification, (3) who is or was serving at the request of the corporation as a director, officer, or partner of another corporation, partnership, joint venture, trust or other enterprise or (4) who is or was serving at the request of the corporation as an employee, agent or representative of another corporation, partnership, joint venture, trust or other enterprise and to whom the corporation has specifically and expressly agreed in writing to provide indemnification shall be indemnified by the corporation as of right to the fullest extent permitted or authorized by the Arkansas Business corporation Act of 1987 (sometimes referred to herein as the "1987 Act") or subsequent legislation (but in the case of any such subsequent legislation, only to the extent that it permits the corporation to provide broader indemnification rights than permitted prior to such legislation), against any liability or expense awarded or assessed against such person or incurred by such person or paid or to be paid by such person in settlement thereof, in such person's capacity as such director, officer, employee or agent or arising out of his status as such director, officer, employee, or agent, including expenses and amounts paid by such person in settlement of any proceeding asserted or brought against such person by or in the right of any person, including the corporation, in any such capacity or arising out of his status as such. Each director, officer, employee, or agent of the corporation to whom indemnification

rights under this Article have been or may be granted is referred to herein as an "Indemnified Person."

(b) The Board of Directors may, upon approval of such director, officer, employee, or agent of the corporation, authorize the corporation's counsel to represent such person in any proceeding, whether or not the corporation is a party to such proceeding.

(c) Notwithstanding the foregoing, except as specified in Section 3 of this Article, the corporation shall indemnify an Indemnified Person in connection with a proceeding (or part thereof) initiated by such Indemnified Person only if authorization for such proceeding (or part thereof) was not denied by the Board of Directors of the corporation prior to sixty (60) days after receipt by the corporation of written notice thereof from such person.

SECTION 2. Advancement of Expenses. Costs, charges and expenses incurred by an Indemnified Person described in clauses "1" and "3" of Section 1 of this Article in defending a proceeding shall be paid by the corporation to the fullest extent permitted or authorized by the 1987 Act or subsequent legislation (but in the case of any such subsequent legislation, only to the extent that it permits the corporation to provide broader rights to advance costs, charges and expenses than permitted prior to such legislation) in advance of the final disposition of such proceeding, within fourteen (14) days after the receipt by the corporation of a written statement from the person seeking such advance requesting such an advancement together with an undertaking, if required by law at the time of such advance, by or on behalf of the person seeking such advance, to repay all amounts so advanced in the event that it shall ultimately be determined that such person is not entitled to be indemnified by the corporation as authorized in this Article. In the case of Indemnified Persons described in clauses "2" and "4" of Section 1 of this Article, advancements of costs, charges and expenses may be made upon such terms and conditions as the Board of Directors deems appropriate.

SECTION 3. Procedure for Indemnification and Obtaining Advancement of Expenses. Any indemnification for liabilities and expenses or advancement of expenses under this Article shall be made promptly, and, in the case of indemnification, in any event within sixty (60) days of receipt by the corporation of the written request of the Indemnified Person, or, in the case of advancement of expenses, as set forth in Section 2 of this Article. If the corporation denies such request in whole or in part or if no disposition thereof is made within the applicable time limit or if the corporation otherwise fails to provide indemnification or advancement as provided for in this Article, and despite any contrary determination by or on behalf of the corporation in the specific case, the Indemnified Person may enforce his or her right to indemnification or advancement, or both, in an appropriate proceeding brought in a court of competent jurisdiction and shall be entitled to such indemnification or advancement, or both, as the court by order shall direct. Such person's reasonable expenses in obtaining court-ordered indemnification or advancement shall be reimbursed by the corporation. No such contrary determination by or on behalf of the corporation shall be a defense to such proceeding or create a presumption that the claimant has not met the applicable standard of conduct, if any, for indemnification or for an advancement pursuant to Section 1 or Section 2 of this Article. It shall be a defense to any such action that the claimant has not met the applicable standard of conduct, if any, pursuant to Section 1 or Section 2 of this Article.

SECTION 4. Other Rights; Continuation of Right to Indemnification and Advancements. The rights to indemnification and rights to advancements provided by this Article shall not be deemed exclusive of any other or further rights to which a person seeking indemnification or advancements may be entitled under any law (common or statutory), agreement, vote of shareholders or disinterested directors or otherwise, either as to action taken or omitted to be taken in such person's official capacity or as to action taken or omitted to be taken in another capacity while holding office or while employed by or acting as agent for the corporation, and shall continue as to an Indemnified Person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person. All rights to indemnification and to advancements of expenses under this Article shall be deemed to be a contract between the corporation and all Indemnified Persons. Any repeal or modification of this Article or any repeal or modification of relevant provisions of the 1987 Act or any other applicable law shall not in any way diminish any right to indemnification or to advancement of expenses of an Indemnified Person or the

obligations of the corporation arising hereunder for claims relating to matters occurring prior to such repeal or modification.

SECTION 5. Insurance and Other Arrangements. The corporation may maintain insurance, at its expense, to protect itself and/or any person who is or was or has agreed to become a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another company, partnership, joint venture, trust or other enterprise against any liability asserted against such person or incurred by such person or on his or her behalf in any such capacity, or arising out of such person's status as such, whether or not the corporation has the obligation or would have the legal power to directly indemnify such person against such liability. The corporation may also obtain a letter of credit, act as self-insurer, create a reserve, trust, escrow, cash collateral or other fund or account, enter into indemnification agreements, pledge or grant a security interest in any assets or properties of the corporation, or use any other mechanism or arrangement whatsoever in such amounts, at such costs, and upon such other terms and conditions as the Board of Directors shall deem appropriate for the protection of any or all such persons.

SECTION 6. Separability. If this Article or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the corporation shall nevertheless indemnify each Indemnified Person, as to liabilities and expenses, and amounts paid or to be paid in settlement with respect to any proceeding, including an action by or in the right of the corporation, to the fullest extent permitted by any applicable portion of this Article that shall not have been invalidated and to the fullest extent permitted by applicable law.

SECTION 7. Terms. For purposes of this Article and in each case without limiting the generality thereof, the term "other enterprises" includes employee benefit plans; the term "expenses" includes reasonable counsel fees; the term "liability" includes obligations to pay a judgment, settlement, penalty, fine (including an excise tax assessed on a person with respect to any employee benefit plan), and expenses actually and reasonably incurred with respect to a proceeding; and the term "proceeding" includes any threatened, pending, or completed action, suit, or other type of proceeding, whether civil, criminal, administrative, or investigative.

ARTICLE IX. DIRECT REPORTING TO BOARD OF DIRECTORS

For so long as the corporation maintains one or more licenses for child care issued by the State of Arkansas or any other governmental agency, the corporation shall maintain in place a policy that requires the employee, supervisor, administrator or director, whether directly employed by the corporation or serving as an independent contractor, designated or acting as the administrator or director of any child care facility operated by the corporation to directly report any incidents that give rise to a deficiency in meeting the applicable laws, rules or regulations regarding the operation of such facility to the members of the Board of Directors simultaneously with giving notice of the same to the officer or other supervisor or manager to whom they would otherwise be required to report such incident to.

ARTICLE X. MISCELLANEOUS PROVISIONS

SECTION 1. Fiscal Year. The fiscal year of the corporation shall be the same as the fiscal year utilized by the corporation for federal income tax reporting purposes.

SECTION 2. Dividends. The Board of Directors may from time to time declare, and the corporation may pay, dividends on its outstanding shares in the manner and upon the terms and conditions provided by applicable law and the Articles of Incorporation.

SECTION 3. Waiver of Notice. Any written waiver of notice, signed by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, unless the

person at the beginning of the meeting objects to holding the meeting or transacting business at the meeting. In addition, attendance of a person at a meeting shall constitute a waiver of objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the person objects to considering the matter when it is presented. All waivers of notice shall be filed with the minutes of the meeting.

SECTION 4. Inspection of Bylaws. A copy of these Bylaws, with all amendments thereto, shall at all times be kept in a convenient place at the principal office of the corporation, and shall be open for inspection to all shareholders during normal business hours.

SECTION 5. Interested Directors; Quorum. No contract or transaction between the corporation and one or more of its directors or officers, or between the corporation and any other corporation, partnership, association, or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because such person's votes are counted for such purposes, if: (1) the material facts regarding such person's relationship or interest in the contract or transaction are disclosed or known to the Board of Directors or the committee, and the Board or committee in good faith authorizes the contract or transaction by the affirmative vote of a majority of the disinterested directors, even though the number of disinterested directors constitute less than a quorum; provided, however, that the contract or transaction may not be authorized, approved, or ratified by a single director; or (2) the material facts as to such person's relationship or interest in the contract or transaction are disclosed or are known to the shareholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by a vote of the shareholders; or (3) the contract or transaction is fair to the corporation. If a majority of the disinterested directors vote to authorize, approve, or ratify the contract or transaction, a quorum shall be deemed present for purpose of taking action under this Section 6. If the contract or the transaction is approved by shareholders, the shares owned by or voted under the control of an interested director or an interested corporation, partnership, association, or other organization in which one or more of the corporation's directors or officers are directors or officers, or have a financial interest, shall not be counted in the vote of shareholders. The vote of such shares, however, shall be counted in determining whether the transaction or contact is approved under the Articles of Incorporation or the Arkansas Business Corporation Act of 1987. A majority of the shares that are entitled to be counted in a vote on the transaction or contract under this Section 6 constitutes a quorum for the purpose of taking action under this Section 6.

SECTION 6. Form of Records. Any records maintained by the corporation in the regular course of its business, including a stock ledger, books of account, and minute books, may be kept on, or be in the form of, punch cards, magnetic tape, photographs, microphotographs, or any other information storage device, provided that the records so kept can be converted into clearly legible form within a reasonable time. The corporation shall so convert any records so kept upon the request of any person entitled to inspect the same.

SECTION 7. Amendments of Bylaws. Subject to the laws of the State of Arkansas and the provisions of the Articles of Incorporation, these Bylaws may be altered, amended or repealed at any regular meeting of shareholders (or at any special meeting thereof duly called for that purpose) by a vote of the shareholders in accordance with Article II, provided that in the notice of such meeting, notice of such purpose shall be given. Subject to the laws of the State of Arkansas, the Articles of Incorporation and these Bylaws, the Board of Directors may by a majority vote of the entire Board of Directors amend these Bylaws, or waive any provisions hereof, or enact such other Bylaws as in their judgment may be advisable for the regulation of the conduct of the affairs of the corporation.

The foregoing bylaws were adopted by the Board of Directors of the corporation effective June 21, 2006.

Arkansas Secretary of State - Documents No.: 5698190003 - Date Filed: 06-20-2006 03:55 PM - Total Pages: 4

CERTIFIED COPY

ARTICLES OF INCORPORATION OF ASCENT ACQUISITION CORPORATION - PSC

The undersigned, desiring to form a corporation pursuant to the provisions of the Arkansas Business Corporation Act (Chapter 27 of Title 4 of the Arkansas Code of 1987 Annotated) and any and all acts amendatory thereof or supplemental thereto, hereby certifies that:

1. NAME. The name of the corporation (hereinafter referred to as the "Corporation") is ASCENT ACQUISITION CORPORATION - PSC.

2. DURATION. The Corporation shall have perpetual existence.

3. PURPOSES. The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the Arkansas Business Corporation Act. The primary purpose for which the Corporation is organized, which is provided for informational purposes only, is to engage in the business of acquiring other businesses and all activities related thereto.

4. POWERS. The Corporation shall have and be entitled to exercise all of the powers conferred upon corporations by virtue of their existence as authorized by the Arkansas Business Corporation Act.

5. AUTHORIZED SHARES AND RIGHTS OF SHAREHOLDERS.

(a) Authorized Shares and Par Value. The Corporation shall have the authority to issue, in the aggregate, 1,000 shares of common stock, no par value.

(b) Authorization of Options and Restrictions on the Corporation's Shares. The President and the Secretary of the Corporation shall have the authority

on behalf of the Corporation to enter into any contract between the Corporation and any or all of its shareholders (i) imposing restrictions on the future transfer, hypothecation or other disposition of the Corporation's shares, (whether inter vivos, by inheritance, testamentary gift, or otherwise), (ii) granting purchase options to the Corporation and/or its shareholders with respect to the Corporation's shares, (iii) requiring the Corporation and/or its shareholders to purchase the Corporation's shares upon stated contingencies, (iv) requiring the Corporation or its shareholders or another person to approve the transfer of the Corporation's shares, or (v) prohibiting the transfer of the Corporation's shares to designated persons or classes, provided that the prohibition is not manifestly unreasonable. Any and all of such restrictions, options or requirements may be imposed on all shares of stock in the Corporation, issued and unissued, upon the approval of the Board of Directors and the consent of all shareholders.

6. REGISTERED AGENT AND OFFICE. The name of the initial registered agent and the address of the initial registered office of this Corporation is:

The Corporation Company
425 West Capitol Avenue, Suite 1700
Little Rock, AR 72201

7. DIRECTORS. (a) The number of directors constituting the initial Board of Directors of the Corporation shall be one (1). Thereafter, the number of directors from time to time shall be fixed by the Board of Directors as provided in the Bylaws.

(b) Removal Only for Cause. A director may be removed by the shareholders only for cause.

(c) Limitation on Director Liability. A director of the Corporation shall not be personally liable to the Corporation or its shareholders for monetary damages for breach of fiduciary

duty as a director; provided, however, this provision shall not eliminate or limit the liability of a director (i) for any breach of the director's duty of loyalty to the Corporation or its shareholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) for voting for or assenting to an unlawful distribution by the Corporation, as provided in Section 4-27-833 of the Arkansas Business Corporation Act, (iv) for any transaction from which the director derived any improper personal benefit, or (v) for any action, omission, transaction or breach of a director's duty creating any third party liability to any person or entity other than the Corporation or its shareholders. If the Arkansas Business Corporation Act is amended after the effective date of incorporation to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Arkansas Business Corporation Act, as so amended. Any repeal or modification of the foregoing paragraph by the shareholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

(d) Indemnification. Directors and officers of the Corporation shall be indemnified by the Corporation to the fullest extent now or hereafter permitted by the Arkansas Business Corporation Act (and specifically Section 4-27-850 thereof) in connection with any actual or threatened action or proceeding (including civil, criminal, administrative, or investigative proceedings) arising out of their service to the Corporation or to another organization at the Corporation's request. Persons who are not directors and officers of the Corporation may be similarly indemnified with respect to their service to the Corporation or to another organization at the Corporation's request to the extent authorized at any time by resolution of the Board of Directors.

8. AMENDMENT TO ARTICLES OF INCORPORATION. From time to time any of the provisions of these Articles of Incorporation may be amended, altered or repealed, and other provisions authorized by the laws of the State of Arkansas at the time in force may be added or inserted in the manner and at the time prescribed by said laws, and all rights at any time conferred upon the shareholders of the Corporation by these Articles of Incorporation are granted subject to the provisions of this Article.

9. INCORPORATOR. The name and address of the incorporator is:

Carla G. Spainhour
Friday, Eldredge & Clark
2000 Regions Center
400 West Capitol Avenue
Little Rock, Arkansas 72201-3493

IN WITNESS WHEREOF, the undersigned has hereunto set my hand as Incorporator of this Corporation effective as of the 20th day of June, 2006.

/s/ Carla G. Spainhour
Carla G. Spainhour

CERTIFIED COPY

Arkansas Secretary of State - Document No.: 6046000013 - Date Filed: 08-09-2006 03:56 PM - Total Pages: 1

CERTIFIED COPY

Arkansas Secretary of State

[SEAL] **Charlie Daniels**

State Capitol Ÿ Little Rock, Arkansas 72201-1094
501-682-3409 Ÿ www.sos.arkansas.gov

INSTRUCTIONS: File with the Secretary of State's Office, Business Services Division, State Capitol, Little Rock, Arkansas 72201-1094. A copy will be returned to the entity and must be filed with the County Clerk in the county in which the entity's registered office is located (unless registered office is in Pulaski County).

APPLICATION FOR FICTITIOUS NAME

Select entity type:

- ☒ For-Profit Corporation ($25.00 fee)
- ☐ General Partnership
- ☐ LLC ($25.00 fee)
- ☐ LLLP ($15.00 fee)
- ☐ Nonprofit Corporation
- ☐ Limited Partnership ($15.00 fee)
- ☐ LLP ($15.00 fee)

Pursuant to the provisions of Arkansas law, the undersigned entity hereby applies for the use of a fictitious name and submits herewith the following statement:

1. The fictitious name under which the business is being, or will be, conducted by this entity is: ASCENT CHILDREN'S HEALTH SERVICES
2. The character of the business being, or to be, conducted under such fictitious name is: Medical, behavioral, nutritional, physical, occupational, and audiology services for children.
3. a) The entity name of the applicant and its date of qualification in Arkansas: Ascent Acquisition Corporation-PSC

   b) The entity is ☒ domestic ☐ foreign (state of domestic registration)_____

   c) The location (city and street address) of the registered office of the applicant entity in Arkansas is:

   425 W. Capitol Ave., Suite 1700, Little Rock, Arkansas 72201
   Street City State ZIP Code

I understand that knowingly signing a false document with the intent to file with the Arkansas Secretary of State is a Class C misdemeanor and is punishable by a fine up to $100.00 and/or imprisonment up to 30 days.

Authorizing Officer: J. MACK NUNN
(Type or Print)

Authorized Signature: /s/ J. Mack Nunn Title: Secretary
(Chairman, Partner or other authorized person)

Address: 1701 Capitol of Texas Highway South, Ste 400, Austin, TX 78746

Fee: see top of page **DN-18/F-18/Rev. 4/06**

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Arkansas Secretary of State - Document No.: 6046000014 - Date Filed: 08-09-2006 03:56 PM - Total Pages: 1

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Arkansas Secretary of State

[SEAL] **Charlie Daniels**

State Capitol Ÿ Little Rock, Arkansas 72201-1094
501-682-3409 Ÿ www.sos.arkansas.gov

INSTRUCTIONS: File with the Secretary of State's Office, Business Services Division, State Capitol, Little Rock, Arkansas 72201-1094. A copy will be returned to the entity and must be filed with the County Clerk in the county in which the entity's registered office is located (unless registered office is in Pulaski County).

APPLICATION FOR FICTITIOUS NAME

Select entity type:

- ☒ For-Profit Corporation ($25.00 fee)
- ☐ General Partnership
- ☐ LLC ($25.00 fee)
- ☐ LLLP ($15.00 fee)
- ☐ Nonprofit Corporation
- ☐ Limited Partnership ($15.00 fee)
- ☐ LLP ($15.00 fee)

Pursuant to the provisions of Arkansas law, the undersigned entity hereby applies for the use of a fictitious name and submits herewith the following statement:

1. The fictitious name under which the business is being, or will be, conducted by this entity is: ASCENT
2. The character of the business being, or to be, conducted under such fictitious name is: Medical, behavioral, nutritional, physical, occupational, and audiology services for children.
3. a) The entity name of the applicant and its date of qualification in Arkansas: Ascent Acquisition Corporation-PSC

   b) The entity is ☒ domestic ☐ foreign (state of domestic registration) _____

   c) The location (city and street address) of the registered office of the applicant entity in Arkansas is:

   425 W. Capitol Ave., Suite 1700, Little Rock, Arkansas 72201
   Street City State ZIP Code

I understand that knowingly signing a false document with the intent to file with the Arkansas Secretary of State is a Class C misdemeanor and is punishable by a fine up to $100.00 and/or imprisonment up to 30 days.

Authorizing Officer: J. MACK NUNN
(Type or Print)

Authorized Signature: /s/ J. Mack Nunn Title: Secretary
(Chairman, Partner or other authorized person)

Address: 1701 Capitol of Texas Highway South, Ste 400, Austin, TX 78746

Fee: see top of page **DN-18/F-18/Rev. 4/06**

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FILED - Arkansas Secretary of State #800087375 01/09/2008 13:58

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Arkansas Secretary of State

State Capitol Ÿ Little Rock, Arkansas 72201-1094
501-682-3409 Ÿ www.sos.arkansas.gov

[SEAL] **Charlie Daniels**

Business & Commercial Services, 250 Victory Building, 1401 W. Capitol, Little Rock

NOTICE OF CHANGE OF COMMERCIAL REGISTERED AGENT INFORMATION

(PLEASE TYPE OR PRINT CLEARLY IN INK)

1. a. Current Name of Commercial Registered Agent: The Corporation Company

   b. New name of Commercial Registered Agent: The Corporation Company

2. a. Current address on file: 425 West Capitol Avenue
   Street Address

   Suite 1700 Little Rock, AR 72201
   Street Address Line 2 City, State Zip

   b. New address: 124 West Capitol Avenue
   Street Address

   Suite 1400 Little Rock, AR 72201-3736
   Street Address Line 2 City, State Zip

3. a. Jurisdiction / type of organization: Business Corporation

   b. New jurisdiction /new type of organization: _____

4. Attach a listing of ALL entities effected by the above change(s).

A commercial registered agent shall promptly furnish each entity it represents with notice of the filing of a statement of change.

I understand that knowingly signing a false document with the intent to file with the Arkansas Secretary of State is a Class C misdemeanor and is punishable by a fine up to $100.00 and/or imprisonment up to 30 days.

Executed this 27th day of December, 2007.

/s/ Marie Hauer, Asst. Secy. — Marie Hauer

Signature and Title of Authorized Individual — Printed Name of Authorized Individual

NO FEE CRA-CF Rev. 08/07

CERTIFIED COPY

Arkansas Secretary of State

[SEAL]

Charlie Daniels

State Capitol • Little Rock, Arkansas 72201-1094
501-682-3409 • www.sos.arkansas.gov

Business & Commercial Services, 250 Victory Building, 1401 W. Capitol

INSTRUCTIONS: File with the Secretary of State's Office, Business Services Division, State Capitol, Little Rock, Arkansas 72201-1094. A copy will be returned to the entity and must be filed with the County Clerk in the county in which the entity's registered office is located (unless registered office is in Pulaski County).

APPLICATION FOR FICTITIOUS NAME

Select entity type:

- ☒ For-Profit Corporation ($25.00 fee)
- ☐ General Partnership ($15.00 fee)
- ☐ LLC ($25.00 fee)
- ☐ LLLP ($15.00 fee)
- ☐ Nonprofit Corporation ($25.00 fee)
- ☐ Limited Partnership ($15.00 fee)
- ☐ LLP ($15.00 fee)

Pursuant to the provisions of Arkansas law, the undersigned entity hereby applies for the use of a fictitious name and submits herewith the following statement:

1. The fictitious name under which the business is being, or will be, conducted by this entity is: Pediatric Specialty Care

2. The character of the business being, or to be, conducted under such fictitious name is: Medical, behavioral, nutritional, physical, occupational, and audiology services for children.

3. a) The entity name of the applicant and its date of qualification in Arkansas: _____

   Ascent Acquisition Corporation-PSC 6/26/06

   b) The entity is ☒ domestic ☐ foreign (state of domestic registration) _____

   c) The location (city and street address) of the registered office of the applicant entity in Arkansas is:

   425 W. Capitol Ave., Suite 1700, Little Rock AR 72201
   Street City State ZIP Code

I understand that knowingly signing a false document with the intent to file with the Arkansas Secretary of State is a Class C misdemeanor and is punishable by a fine up to $100.00 and/or imprisonment up to 30 days.

Authorizing Officer: J. Mack Nunn, Secretary
(Type or Print)

Authorized Signature: /s/ J. Mack Nunn
(Chairman, Partner or other authorized person)

Address: 1705 Capitol of Texas Bwy. So., Ste. 400, Austin TX 78746

Fee: see top of page, makes payable to Arkansas Secretary of State.

DN-18/F-18/Rev. 406

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1010 WEST THIRD STREET
LITTLE ROCK | ARKANSAS | 72201
501.378.7870 | www.mitchellblackstock.com

A T T O R N E Y S
EUGENE R. WARREN (1909-1980)
MICHAEL W. MITCHELL*
CLAYTON R. BLACKSTOCK**
MARCIA BARNES
JACK WAGONER III
DAVID IVERS**
EMILY SNEDDON
MARK BURNETTE
GREG ALAGOOD
J. CRAIG WILSON
SARA HENDRICKS BATCHELLER

P.O. BOX 1510
LITTLE ROCK | ARKANSAS | 72203
FACSIMILE | 501.375.1940
*ALSO LICENSED IN COLORADO
**ALSO LICENSED IN TEXAS

MEDICAID | MEDICARE SPECIALIST
ROBERT W. WRIGHT

WRITER'S E.MAIL
mmitchell@mitchellblackstock.com

December 4, 2007

Steve Holliwell, Legal Department
Arkansas Secretary of State
256 State Capitol
Little Rock, Arkansas 72201

Re: Application for Fictitious Name

Dear Steve:

This letter is to confirm our telephone conversation last week with respect to the applications for fictitious names filed by 1) Ascent Acquisition Corporation—PSC to do business as "Pediatric Specialty Care" and 2) Ascent Acquisition Corporation—CYPDC to do business as "Child & Youth Pediatric Day Clinic."

We represent Ascent Acquisition Corporation, Ascent Acquisition Corporation— PSC, Ascent Acquisition Corporation—CYPDC, Pediatric Specialty Care, Inc., Child & Youth Pediatric Day Clinics, Inc., and Pediatric Specialty Care Properties, LLC.

We certify to you that Ascent Acquisition Corporation is the sole owner of one-hundred percent of the stock/interest of Ascent Acquisition Corporation—PSC, Ascent Acquisition Corporation—CYPDC, Pediatric Specialty Care, Inc., Child & Youth Pediatric Day Clinics, Inc., and Pediatric Specialty Care Properties, LLC.

Please advise if you need additional information to successfully file the applications for fictitious name for these two entities, which are enclosed.

Thank you for your help.

Very truly yours,

Michael W. Mitchell

MWM:sg
Enclosure
cc: Lowell Keig

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FILED - Arkansas Secretary of State #800087375 07/09/2008 14:47

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Arkansas Secretary of State

[SEAL]

State Capitol • Little Rock, Arkansas 72201-1094

Charlie Daniels **501-682-3409 • www.sos.arkansas.gov**

Business & Commercial Services, 250 Victory Building, 1401 W. Capitol, Little Rock

NOTICE OF CHANGE OF COMMERCIAL REGISTERED AGENT INFORMATION

(PLEASE TYPE OR PRINT CLEARLY IN INK)

1. a. Current Name of Commercial Registered Agent: THE CORPORATION COMPANY

   b. New name of Commercial Registered Agent: THE CORPORATION COMPANY

2. a. Current address on file: 124 West Capitol AvEnue
   Street Address

   Suite 1400 Little Rock, AR 72201 – 3736
   Street Address Line 2 City, State Zip

   b. New address: 124 West Capitol Avenue
   Streel Address

   Suite 1900 Little Rock, AR 72201
   Street address Line 2 City, State Zip

3. a. Jurisdiction/type of organization: BUSINESS CORPORATION

   b. New jurisdiction / new type of organization: _____

4. Attach a listing of ALL entitles effected by the above change(s).

A commercial registered agent shall promptly furnish each entity it represents with notice of the filing of a statement of change.

I understand that knowingly signing a false document with the intent to file with the Arkansas Secretary of State is a Class C misdemeanor and is punishable by a fine up to $100.00 and/or imprisonment up to 30 days.

Executed this 28th day of April, 2008.

/s/ Marie Hauer, Asst. Secy
Signature and Title of Authorized Individual

MARIE HAUER
Printed Name of Authorized Individual

NO FEE

CRA-CF Rev. 08/07

BYLAWS
OF
ASCENT ACQUISITION CORPORATION - PSC

ARTICLE 1. OFFICES

The principal office of ASCENT ACQUISITION CORPORATION - PSC (referred to herein as the "corporation") in the State of Arkansas shall be located in Craighead County. The corporation may have such other offices, either within or without the State of Arkansas, as the Board of Directors may designate or as the business of the corporation may require from time to time.

ARTICLE II. SHAREHOLDERS

SECTION 1. Annual Meeting. The annual meeting of the shareholders shall be held on the second Tuesday in the month of January at the hour of 10:00 a.m., for the purpose of electing directors and for the transaction of such other business as may properly come before the meeting. If the day fixed for the annual meeting shall be a legal holiday in the State of Arkansas, such meeting shall be held on the next succeeding business day. If the election of directors shall not be held on the day designated herein for any annual meeting of the shareholders, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the shareholders as soon as reasonably practical.

SECTION 2. Special Meetings. Special meetings of the shareholders, for any purpose or purposes, may be called by the President, the Board of Directors, or by a committee of the Board of Directors that has been duly designated by the Board of Directors and whose power and authority, as expressly provided in these Bylaws or in a resolution of the Board of Directors, include the power to call such meetings, and a special meeting shall be called by the President at the request of the holders of at least ten percent (10%) of all the votes entitled to be cast on any issue proposed to be considered at such special meeting, if such holders have signed, dated, and delivered to the Secretary of the corporation one or more written demands for the meeting describing the purpose or purposes for which it is to be held.

SECTION 3. Place of Meeting. Unless otherwise prescribed by statute, the Board of Directors may designate any place, either within or without the State of Arkansas, as the place of meeting for any annual or special meeting of the shareholders. A waiver of notice signed by all shareholders entitled to vote at a meeting may designate any place, whether within or without the State of Arkansas, unless otherwise prescribed by statute, as the place for the holding of such meeting. If no designation is made, the place of meeting shall be the principal office of the corporation in the State of Arkansas.

SECTION 4. Notice of Meeting. Unless otherwise prescribed by applicable law, written notice stating the place, date and time of the meeting, and in case of a special meeting the purpose or purposes for which the meeting is called, shall be given either by mail or in person to each shareholder of record entitled to vote at such meeting, not less than sixty (60) days nor more than seventy-five (75) days before the date of the meeting if a proposal to increase the authorized capital stock or bond indebtedness of the corporation is to be submitted, and not less than ten (10) days nor more than sixty (60) days before the date of the meeting, in all other cases. If mailed, such notice shall be deemed to have been given and delivered when deposited in the United States Mail, postage prepaid, and addressed to the shareholder at the shareholder's address as it appears on the stock transfer books of the corporation.

SECTION 5. Date for Determination of Shareholders of Record. In order that the corporation may determine the shareholders (i) entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof or to express consent to corporate action in writing without a meeting, (ii) entitled to receive payment of any dividend or other distribution or allotment of any rights, (iii) entitled to exercise any rights in respect of any change, conversion, or exchange of stock or (iv) for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record

date, which shall not be more than seventy (70) days before the date of any such meeting or other action. If no record date is fixed: (i) the record date for determining shareholders entitled to notice of or to vote at a meeting of shareholders shall be at the close of business on the day next preceding the day on which notice is given or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held; and (ii) the record date for determining shareholders for any other purpose shall be at the close of business on the date on which the Board of Directors adopts a resolution relating thereto. A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting; provided, however, the Board of Directors may fix a new record date for the adjourned meeting, which it must do if the meeting is adjourned to a date more than one hundred twenty (120) days after the date fixed for the original meeting.

SECTION 6. List of Shareholders Entitled to Vote. After fixing the record date for a meeting, the Secretary shall prepare an alphabetical listing of the names of all of the shareholders of the corporation who are entitled to notice of the shareholders' meeting, which list must be arranged by voting group and must show the address of and number of shares held by each such shareholder. The shareholders list must be made available for inspection by any shareholder beginning two (2) business days after notice of the meeting is given for which the list was prepared and continuing through the meeting at the corporation's principal office or at a place identified in the meeting notice in the city where the meeting will be held. A shareholder, and the agents and attorneys of shareholders, shall be entitled on written demand to inspect and, subject to the requirements of Ark. Code Ann. §4-27-1602C, to copy the list, at the shareholder's expense, during regular business hours during the period the list is available for inspection. The corporation shall make the shareholders list available at the meeting, and any shareholder, and any agent or attorney of any shareholder, shall be entitled to inspect the list at any time during the meeting or any adjournment thereof.

SECTION 7. Quorum; Vote Required For Action. Unless otherwise provided by applicable law, a majority of the votes entitled to be cast on a matter by the shareholders of the corporation represented in person or by proxy shall constitute a quorum for purposes of such matter at any meeting of shareholders. A majority of the votes cast at any meeting at which a quorum is present shall decide every question or matter submitted to the shareholders at such meeting, unless otherwise provided by applicable law, the Articles of Incorporation, or these Bylaws.

SECTION 8. Proxies. Each shareholder entitled to vote at a meeting of shareholders may authorize another person or persons to act for such shareholder by proxy, but no such proxy shall be voted or acted upon after eleven (11) months from its effective date, unless the proxy expressly provides for a longer period. A duly executed proxy shall be revocable unless the appointment form conspicuously states that it is irrevocable and is coupled with an interest sufficient at law to support an irrevocable power. An irrevocable proxy is revoked when the interest with which it is coupled is extinguished. A shareholder may revoke any proxy which is not irrevocable by attending the meeting and voting in person or by filing with the Secretary of the corporation an instrument in writing revoking the proxy or another duly executed proxy bearing a later date. Proxies shall be dated and shall be filed with the records of the meeting.

SECTION 9. Adjournments. Any meeting of shareholders, annual or special, at which a quorum is present may adjourn from time to time to reconvene at the same or some other place, and notice need not be given of any such adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting the corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each shareholder of record entitled to vote at the meeting in the manner provided in these Bylaws.

SECTION 10. Organization. Meetings of shareholders shall be presided over by the Chairman of the Board of Directors or the President, or in their absence by a Vice President, or in the absence of the foregoing persons by a presiding officer designated by the Board of Directors, or

in the absence of such designation by a presiding officer chosen at the meeting. The Secretary shall act as secretary of the meeting, but in the absence of the Secretary the presiding officer of the meeting may appoint any person to act as secretary of the meeting.

SECTION 11. Voting of Shares. Subject to the provisions of these Bylaws, and particularly the following section hereof, each outstanding share entitled to vote with respect to a particular matter shall be entitled to one vote upon such matter when submitted to a vote of shareholders.

SECTION 12. Action by Shareholders. Any action required or permitted to be taken at a meeting of shareholders may be taken without a meeting if one or more written consents, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof. All written consents executed by one or more shareholders shall be included in the minutes or filed with the corporate records. If it is required by law that notice of the proposed action be given to non-voting shareholders and the action is to be taken by written consent of the voting shareholders, the corporation shall give its non-voting shareholders written notice of the proposed action at least ten (10) days before the action is taken.

ARTICLE III. BOARD OF DIRECTORS

SECTION 1. General Powers. The business and affairs of the corporation shall be managed by its Board of Directors.

SECTION 2. Number, Tenure and Qualifications. The Board of Directors of the corporation shall consist of one (1) individual. The director shall hold office until the next annual meeting of shareholders and until his/her successor shall have been duly elected and qualified.

SECTION 3. Regular Meetings. A regular meeting of the Board of Directors shall be held without other notice than this bylaw immediately after, and at the same place as, the annual meeting of shareholders. The Board of Directors may provide, by resolution, the time and place for the holding of additional regular meetings without other notice than such resolution.

SECTION 4. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two directors, or if there shall be only one director, at that director's request. The person or persons authorized to call special meetings of the Board of Directors may fix the place for holding any special meeting of the Board of Directors called by them.

SECTION 5. Place of Meetings. Regular meetings of the Board of Directors which coincide with meetings of the shareholders shall be held at the same place as the shareholders' meeting. Other meetings of the Board of Directors shall be held at such place as is designated in the notice of the meeting, either within or without the State of Arkansas. A waiver of notice signed by all directors entitled to vote at a meeting may designate any place, either within or without the State of Arkansas, as the place for holding such meeting. If no designation is made, the Board of Directors' meeting shall be held at the principal office of the corporation in Arkansas.

SECTION 6. Notice. Notice of the date, time and place of any special meeting of the Board of Directors shall be given at least two (2) days prior to the meeting by written notice delivered personally or mailed to each director at his/her business address, or by telegram. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid, provided the same is so mailed at least five (5) days prior to the meeting. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is dispatched by the telegraph company. Any director may waive notice of any meeting. The attendance by a director at a meeting shall constitute a waiver of notice of such meeting, unless the director at the beginning of the meeting (or promptly upon his/her arrival) objects to holding the meeting or the transaction of business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

SECTION 7. Quorum; Vote Required for Action. A majority of the directors shall constitute a quorum at any meeting, except when otherwise provided by applicable law. If less than a quorum, but at least one-third (1/3), of the directors is present at any meeting, then a majority of the directors present may vote to adjourn such meeting, from time to time, and the meeting may be held, as adjourned, without further notice. Except in cases in which the Articles of Incorporation or these Bylaws provide otherwise, the vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

SECTION 8. Organization. Meetings of the Board of Directors shall be presided over by the Chairman of the Board, if any, or in the absence of the Chairman, by a Vice Chairman of the Board, if any, or in the absence of the Vice Chairman by the President, or in the absence of all of the foregoing, by a chairman chosen at the meeting. The Secretary shall act as secretary of the meeting, but in the absence of the Secretary, the chairman of the meeting may appoint any person to act as secretary of the meeting.

SECTION 9. Vacancies. Any vacancy occurring on the Board of Directors may be filled by the affirmative vote of a majority of the remaining directors, though less than a quorum of the Board of Directors, unless otherwise provided by applicable law. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office. Any directorship to be filled by reason of an increase in the number of directors may be filled by election by the Board of Directors for a term of office continuing only until the next election of directors by the shareholders. No decrease in the number of directors constituting the Board of Directors shall shorten the term of any incumbent director.

SECTION 10. Compensation. By resolution of the Board of Directors, each director may be paid his or her expenses, if any, of attendance at each meeting of the Board of Directors and may be paid a stated salary as director or a fixed sum for attendance at each meeting of the Board of Directors or both. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

SECTION 11. Presumption of Assent. A director of the corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless the director's dissent or abstention shall be entered in the minutes of the meeting, or unless the director (i) objects at the beginning of the meeting (or promptly upon his or her arrival) to the holding of the meeting or to the transaction of business at the meeting, or (ii) delivers a written dissent or abstention to such action to the presiding officer of the meeting before the adjournment thereof or to the Secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent or abstain shall not apply to a director who voted in favor of such action.

SECTION 12. Informal Action by Directors. Unless the Articles of Incorporation or these Bylaws otherwise expressly provide, any action required or permitted to be taken at any meeting of the Board of Directors, or any committee thereof, may be taken without a meeting if all members of the Board or such committee, as the case may be, consent thereto in writing, and the consents are filed with the minutes of the proceedings of the Board or such committee. Action taken under this Section is effective when the last director signs the consent, unless the consent specifies a different effective date.

SECTION 13. Telephonic Meetings Permitted. Members of the Board of Directors, or any committee designated by the Board, may participate in a meeting of such Board or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can simultaneously hear each other, and participation in a meeting pursuant to this section shall constitute presence in person at such meeting.

ARTICLE IV. COMMITTEES OF THE BOARD OF DIRECTORS

SECTION 1. Committees. The Board of Directors shall have the authority to appoint such regular and special committees as it deems desirable, in addition to the regular committees required by this Article, and may appoint one or more rotating members of any committee at its discretion. The Board of Directors shall designate one member of each committee to serve as chairman. Each committee must have two or more members, each of whom shall serve at the pleasure of the Board of Directors, and only members of the Board of Directors may serve on a committee. The regular committees designated in this Article shall be appointed at the organizational meeting of the Board of Directors each year.

SECTION 2. Committee Rules. Unless the Board of Directors otherwise provides, each committee designated by the Board of Directors may make, alter and repeal rules for the conduct of its business. In the absence of such rules each committee shall conduct its business in the same manner as the Board of Directors conducts its business pursuant to Article III of these Bylaws.

ARTICLE V. OFFICERS

SECTION 1. Number. The officers of the corporation shall consist of a President, a Secretary and a Treasurer, as well as such other officers as may from time to time be designated by the Board of Directors. The President shall be the chief executive officer and chief administrator of the corporation, and in the President's absence, disability, or resignation or removal from office, the President shall be succeeded in office by the Vice-President, who shall administer the affairs of the corporation until a successor to the President is elected or until the President resumes his duties of office, whichever the case may be. The Secretary shall keep the records of the corporation and the shareholders, along with the minutes of the meetings of the stockholders and directors, and the Treasurer shall be responsible for the funds and general financial affairs of the corporation. Such officers as deemed necessary, but never less officers than President and Secretary, shall be elected by the Board of Directors and shall serve for a term of one year, or until their successors are duly elected and qualified. Any number of offices may be held by the same person.

SECTION 2. Election and Term of Office. The officers of the corporation shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of the shareholders. If the election of officers is not held at such meeting, such election shall be held as soon thereafter as is reasonably practical. Each officer shall hold office until his or her successor is duly elected and qualified, or until death, resignation or removal from office in the manner provided herein.

SECTION 3. Removal. Any officer or agent of the corporation may be removed by the Board of Directors, with or without cause, whenever in its judgment the best interest of the corporation will be served thereby, but such removal shall be without prejudice to the contractual rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create any contractual rights whatsoever.

SECTION 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

SECTION 5. President. The President shall be the chief executive officer of the corporation and, subject to the control of the Board of Directors, shall generally supervise and control all of the business and affairs of the corporation. The President shall, when present, preside at all meetings of the shareholders and the Board of Directors. The President shall be authorized to sign, with or without the Secretary or any other proper officer of the corporation thereunto authorized by the Board of Directors, certificates for shares of the corporation, and any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the corporation, or shall be required by applicable law to be otherwise signed or executed; and in general the President shall perform all duties normally

performed by presidents of like companies, along with such other duties as may be prescribed from time to time by the Board of Directors.

SECTION 6. Vice-President. In the absence of the President or in event of the President's death, incapacity, resignation or other inability or refusal to act, the Vice President, if a Vice President has been elected, shall perform the duties of the President, and when so acting shall have all the powers of, and shall be subject to all the restrictions upon the President. The Vice President, if a Vice President has been elected, shall perform all duties normally performed by vice presidents of like companies, along with such other duties as from time to time may be assigned to the Vice President by the President or by the Board of Directors.

SECTION 7. Secretary. The Secretary shall: (a) keep the minutes of the proceedings of the shareholders and the Board of Directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws and as otherwise required by applicable law; (c) serve as custodian of the corporate records and of the seal the corporation, if any; (d) keep a register of the post office address of each shareholder which shall be furnished to the Secretary by such shareholder; (e) sign with the President certificates for shares of the corporation, the issuance of which shall have been authorized by resolution of the Board of Directors; (f) have general charge of the stock transfer books of the corporation; and (g) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary by the President or the Board of Directors.

SECTION 8. Treasurer. The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the corporation, as well as its general financial affairs; (b) receive and give receipts for moneys due and payable to the corporation from any source whatsoever, and deposit all such moneys in the name of the corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of these Bylaws; and (c) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to the Treasurer by the President or the Board of Directors. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board of Directors shall determine.

SECTION 9. Salaries. The salaries of the officers shall be fixed from time to time by the Board of Directors, and no officer shall be prevented from receiving such salary by reason of the fact that such officer is also a director of the corporation.

ARTICLE VI. CONTRACTS, LOANS, CHECKS AND DEPOSITS

SECTION 1. Contracts. The Board of Directors may authorize any officer or officers or agent or agents to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances. The President or Vice President shall have the authority to enter into contracts in the ordinary and customary course of the corporation's business in the name of and on behalf of the corporation, but shall have no such authority with respect to any contract outside the ordinary and customary course of the corporation's business in the absence of due authorization by proper resolution of the Board of Directors.

SECTION 2. Loans. No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

SECTION 3. Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers or agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

SECTION 4. Deposits. All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select.

ARTICLE VII. CERTIFICATES FOR SHARES AND THE TRANSFER THEREOF

SECTION 1. Certificates for Shares. Certificates representing shares of stock in the corporation shall be in such form as shall be determined by the Board of Directors. Such certificates shall be signed by the President and by the Secretary or by such other officers authorized by applicable law and by the Board of Directors and sealed with the corporate seal, if any. All certificates for shares shall be consecutively numbered or otherwise identified. The name of the person to whom the shares represented thereby are issued, with the number of shares and date of issue, shall be entered on the stock transfer books of the corporation. All certificates surrendered to the corporation for transfer shall be cancelled and no new certificate shall be issued until the former certificate for a like number of shares shall have been surrendered and cancelled, except that in case of a lost, destroyed or mutilated certificate a new certificate may be issued therefor upon such terms and indemnity to the corporation as these Bylaws and the Board of Directors may prescribe.

SECTION 2. Transfer of Shares. Transfer of shares of stock in the corporation shall be made only on the stock transfer books of the corporation by the holder of record thereof or by his legal representative, who shall furnish proper evidence of authority to transfer, or by the holder's attorney thereunto authorized by power of attorney duly executed and filed with the Secretary of the corporation, and only upon the surrender for cancellation of the certificate for such shares. The person in whose name shares stand on the books of the corporation shall be deemed by the corporation to be the owner thereof for all purposes.

SECTION 3. Lost, Destroyed or Mutilated Stock Certificates; Issuance of New Certificates. The corporation may issue a new certificate of stock in the place of any certificate theretofore issued by it which is alleged to have been lost, destroyed or mutilated, and the corporation may require the owner thereof, or his or her legal representative, to give the corporation a bond sufficient to indemnify the corporation against any claim that may be made against the corporation on account of the alleged loss, destruction or mutilation of any such certificate or the issuance of such new certificate.

ARTICLE VIII. INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS

SECTION 1. Right to Indemnification. (a) Each person (including here and hereinafter, the heirs, executors, administrators, and estate of such person) (1) who is or was a director or officer of the corporation, (2) who is or was an employee or agent of the corporation other than an officer and to whom the corporation has specifically and expressly agreed in writing to provide indemnification, (3) who is or was serving at the request of the corporation as a director, officer, or partner of another corporation, partnership, joint venture, trust or other enterprise or (4) who is or was serving at the request of the corporation as an employee, agent or representative of another corporation, partnership, joint venture, trust or other enterprise and to whom the corporation has specifically and expressly agreed in writing to provide indemnification shall be indemnified by the corporation as of right to the fullest extent permitted or authorized by the Arkansas Business corporation Act of 1987 (sometimes referred to herein as the "1987 Act") or subsequent legislation (but in the case of any such subsequent legislation, only to the extent that it permits the corporation to provide broader indemnification rights than permitted prior to such legislation), against any liability or expense awarded or assessed against such person or incurred by such person or paid or to be paid by such person in settlement thereof, in such person's capacity as such director, officer, employee or agent or arising out of his status as such director, officer, employee, or agent, including expenses and amounts paid by such person in settlement of any proceeding asserted or brought against such person by or in the right of any person, including the corporation, in any such capacity or arising out of his status as such. Each director, officer, employee, or agent of the corporation to whom indemnification

rights under this Article have been or may be granted is referred to herein as an "Indemnified Person."

(b) The Board of Directors may, upon approval of such director, officer, employee, or agent of the corporation, authorize the corporation's counsel to represent such person in any proceeding, whether or not the corporation is a party to such proceeding.

(c) Notwithstanding the foregoing, except as specified in Section 3 of this Article, the corporation shall indemnify an Indemnified Person in connection with a proceeding (or part thereof) initiated by such Indemnified Person only if authorization for such proceeding (or part thereof) was not denied by the Board of Directors of the corporation prior to sixty (60) days after receipt by the corporation of written notice thereof from such person.

SECTION 2. Advancement of Expenses. Costs, charges and expenses incurred by an Indemnified Person described in clauses "1" and "3" of Section 1 of this Article in defending a proceeding shall be paid by the corporation to the fullest extent permitted or authorized by the 1987 Act or subsequent legislation (but in the case of any such subsequent legislation, only to the extent that it permits the corporation to provide broader rights to advance costs, charges and expenses than permitted prior to such legislation) in advance of the final disposition of such proceeding, within Fourteen (14) days after the receipt by the corporation of a written statement from the person seeking such advance requesting such an advancement together with an undertaking, if required by law at the time of such advance, by or on behalf of the person seeking such advance, to repay all amounts so advanced in the event that it shall ultimately be determined that such person is not entitled to be indemnified by the corporation as authorized in this Article. In the case of Indemnified Persons described in clauses "2" and "4" of Section 1 of this Article, advancements of costs, charges and expenses may be made upon such terms and conditions as the Board of Directors deems appropriate.

SECTION 3. Procedure for Indemnification and Obtaining Advancement of Expenses. Any indemnification for liabilities and expenses or advancement of expenses under this Article shall be made promptly, and, in the case of indemnification, in any event within sixty (60) days of receipt by the corporation of the written request of the Indemnified Person, or, in the case of advancement of expenses, as set forth in Section 2 of this Article. If the corporation denies such request in whole or in part or if no disposition thereof is made within the applicable time limit or if the corporation otherwise fails to provide indemnification or advancement as provided for in this Article, and despite any contrary determination by or on behalf of the corporation in the specific case, the Indemnified Person may enforce his or her right to indemnification or advancement, or both, in an appropriate proceeding brought in a court of competent jurisdiction and shall be entitled to such indemnification or advancement, or both, as the court by order shall direct. Such person's reasonable expenses in obtaining court-ordered indemnification or advancement shall be reimbursed by the corporation. No such contrary determination by or on behalf of the corporation shall be a defense to such proceeding or create a presumption that the claimant has not met the applicable standard of conduct, if any, for indemnification or for an advancement pursuant to Section 1 or Section 2 of this Article. It shall be a defense to any such action that the claimant has not met the applicable standard of conduct, if any, pursuant to Section 1 or Section 2 of this Article.

SECTION 4. Other Rights; Continuation of Right to Indemnification and Advancements. The rights to indemnification and rights to advancements provided by this Article shall not be deemed exclusive of any other or further rights to which a person seeking indemnification or advancements maybe entitled under any law (common or statutory), agreement, vote of shareholders or disinterested directors or otherwise, either as to action taken or omitted to be taken in such person's official capacity or as to action taken or omitted to be taken in another capacity while holding office or while employed by or acting as agent for the corporation, and shall continue as to an Indemnified Person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person. All rights to indemnification and to advancements of expenses under this Article shall be deemed to be a contract between the corporation and all Indemnified Persons. Any repeal or modification of this Article or any repeal or modification of relevant provisions of the 1987 Act or any other applicable law shall not in any way diminish any right to indemnification or to advancement of expenses of an Indemnified Person or the

obligations of the corporation arising hereunder for claims relating to matters occurring prior to such repeal or modification.

SECTION 5. Insurance and Other Arrangements. The corporation may maintain insurance, at its expense, to protect itself and/or any person who is or was or has agreed to become a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another company, partnership, joint venture, trust or other enterprise against any liability asserted against such person or incurred by such person or on his or her behalf in any such capacity, or arising out of such person's status as such, whether or not the corporation has the obligation or would have the legal power to directly indemnify such person against such liability. The corporation may also obtain a letter of credit, act as self-insurer, create a reserve, trust, escrow, cash collateral or other fund or account, enter into indemnification agreements, pledge or grant a security interest in any assets or properties of the corporation, or use any other mechanism or arrangement whatsoever in such amounts, at such costs, and upon such other terms and conditions as the Board of Directors shall deem appropriate for the protection of any or all such persons.

SECTION 6. Separability. If this Article or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the corporation shall nevertheless indemnify each Indemnified Person, as to liabilities and expenses, and amounts paid or to be paid in settlement with respect to any proceeding, including an action by or in the right of the corporation, to the fullest extent permitted by any applicable portion of this Article that shall not have been invalidated and to the fullest extent permitted by applicable law.

SECTION 7. Terms. For purposes of this Article and in each case without limiting the generality thereof, the term "other enterprises" includes employee benefit plans; the term "expenses" includes reasonable counsel fees; the term "liability" includes obligations to pay a judgment, settlement, penalty, fine (including an excise tax assessed on a person with respect to any employee benefit plan), and expenses actually and reasonably incurred with respect to a proceeding; and the term "proceeding" includes any threatened, pending, or completed action, suit, or other type of proceeding, whether civil, criminal, administrative, or investigative.

ARTICLE IX. DIRECT REPORTING TO BOARD OF DIRECTORS

For so long as the corporation maintains one or more licenses for child care issued by the State of Arkansas or any other governmental agency, the corporation shall maintain in place a policy that requires the employee, supervisor, administrator or director, whether directly employed by the corporation or serving as an independent contractor, designated or acting as the administrator or director of any child care facility operated by the corporation to directly report any incidents that give rise to a deficiency in meeting the applicable laws, rules or regulations regarding the operation of such facility to the members of the Board of Directors simultaneously with giving notice of the same to the officer or other supervisor or manager to whom they would otherwise be required to report such incident to.

ARTICLE X. MISCELLANEOUS PROVISIONS

SECTION 1. Fiscal Year. The fiscal year of the corporation shall be the same as the fiscal year utilized by the corporation for federal income tax reporting purposes.

SECTION 2. Dividends. The Board of Directors may from time to time declare, and the corporation may pay, dividends on its outstanding shares in the manner and upon the terms and conditions provided by applicable law and the Articles of Incorporation.

SECTION 3. Waiver of Notice. Any written waiver of notice, signed by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, unless the

person at the beginning of the meeting objects to holding the meeting or transacting business at the meeting. In addition, attendance of a person at a meeting shall constitute a waiver of objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the person objects to considering the matter when it is presented. All waivers of notice shall be filed with the minutes of the meeting.

SECTION 4. Inspection of Bylaws. A copy of these Bylaws, with all amendments thereto, shall at all times be kept in a convenient place at the principal office of the corporation, and shall be open for inspection to all shareholders during normal business hours.

SECTION 5. Interested Directors; Quorum. No contract or transaction between the corporation and one or more of its directors or officers, or between the corporation and any other corporation, partnership, association, or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because such person's votes are counted for such purposes, if: (1) the material facts regarding such person's relationship or interest in the contract or transaction are disclosed or known to the Board of Directors or the committee, and the Board or committee in good faith authorizes the contract or transaction by the affirmative vote of a majority of the disinterested directors, even though the number of disinterested directors constitute less than a quorum; provided, however, that the contract or transaction may not be authorized, approved, or ratified by a single director; or (2) the material facts as to such person's relationship or interest in the contract or transaction are disclosed or are known to the shareholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by a vote of the shareholders; or (3) the contract or transaction is fair to the corporation. If a majority of the disinterested directors vote to authorize, approve, or ratify the contract or transaction, a quorum shall be deemed present for purpose of taking action under this Section 6. If the contract or the transaction is approved by shareholders, the shares owned by or voted under the control of an interested director or an interested corporation, partnership, association, or other organization in which one or more of the corporation's directors or officers are directors or officers, or have a financial interest, shall not be counted in the vote of shareholders. The vote of such shares, however, shall be counted in determining whether the transaction or contract is approved under the Articles of Incorporation or the Arkansas Business Corporation Act of 1987. A majority of the shares that are entitled to be counted in a vote, on the transaction or contract under this Section 6 constitutes a quorum for the purpose of taking action under this Section 6.

SECTION 6. Form of Records. Any records maintained by the corporation in the regular course of its business, including a stock ledger, books of account, and minute books, may be kept on, or be in the form of, punch cards, magnetic tape, photographs, microphotographs, or any other information storage device, provided that the records so kept can be converted into clearly legible form within a reasonable time. The corporation shall so convert any records so kept upon the request of any person entitled to inspect the same.

SECTION 7. Amendments of Bylaws. Subject to the laws of the State of Arkansas and the provisions of the Articles of Incorporation, these Bylaws maybe altered, amended or repealed at any regular meeting of shareholders (or at any special meeting thereof duly called for that purpose) by a vote of the shareholders in accordance with Article II, provided that in the notice of such meeting, notice of such purpose shall be given. Subject to the laws of the State of Arkansas, the Articles of Incorporation and these Bylaws, the Board of Directors may by a majority vote of the entire Board of Directors amend these Bylaws, or waive any provisions hereof, or enact such other Bylaws as in their judgment may be advisable for the regulation of the conduct of the affairs of the corporation.

The foregoing bylaws were adopted by the Board of Directors of the corporation effective June 21, 2006.

D

[Initials]
Examiner

The Commonwealth of Massachusetts
William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

[Initials]
Name
Approved

ARTICLES OF ORGANIZATION
(General Laws, Chapter 156B)

ARTICLE I

The exact name of the corporation is:

Behavioral Health Online, Inc.

ARTICLE II

The purpose of the corporation is to engage in the following business activities:

To Own, operate, manage and maintain psychiatric hospitals and/or other health care facilities; and

To carry on any business or other activity which may be lawfully carried on by a corporation organized under the Business Corporation Law of the commonwealth of Massachusetts, whether or not related to those referred to hereinabove.

However, this corporation shall not engage in any activity which constitutes the practice of Medicine as regulated by the Board of Registration in Medicine.

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Note: If the space provided under any article or item on this form is insufficient, additions shall be set forth on one side only of separate 8 1/2 x 11 sheets of paper with a left margin of at least 1 inch. Additions to more than one article may be made on a single sheet so long as each article requiring each addition is clearly indicated.

ARTICLE III

State the total number of shares and par value, if any, of each class of stock which the corporation is authorized to issue.

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
Common:		Common:	200,000	$ .01
Preferred:		Preferred:		

ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the corporation must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

None

ARTICLE V

The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are:

None

ARTICLE VI

** Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or stockholders, or of any class of stockholders:

See Continuation Sheets - 6A - 6D attached hereto and incorporated herein by reference.

** *If there are no provisions state "None"*

Note. The preceding six (6) articles are considered to be permanent and may ONLY be changed by filling appropriate Articles of Amendment.

CONTINUATION SHEET 6A
to the Articles of Organization of

Behavioral Health Online, Inc.

By-Laws

The board of directors is authorized to make, amend or repeal the by-laws of the corporation in whole or in part, except, with respect to any provision thereof which by law, by these articles of organization, or by the by-law requires action by the stockholders.

Place of Meetings of the Stockholders

Meetings of the stockholders may be held anywhere in the United States.

Partnership

The corporation may be a partner in any business enterprise which the corporation would have power to conduct by itself.

Indemnification of Directors, Officers and Others

The corporation shall indemnify each person who is or was a director, officer, employee or other agent of the corporation, and each person who is or was serving at the request of the corporation as a director, trustee, officer, employee or other agent of another organization in which it directly or indirectly owns shares or of which it is directly or indirectly a creditor, against all liabilities, costs and expenses, including but not limited to amounts paid in satisfaction of judgments, in settlement or as fines and penalties, and counsel fees and disbursements, reasonably incurred by him in connection with the defense or disposition of or otherwise in connection with or resulting from any action, suit or other proceeding, whether civil, criminal, administrative or investigative, before any court or administrative or legislative body, in which he may be or may have been involved as a party or otherwise or with which he may be or may have been threatened, while in office or thereafter, by reason of his being or having been such a director, officer, employee, agent or trustee, or by reason of any action taken or not taken in any such capacity, except with respect to any matter as to which he shall have been finally adjudicated by a court of competent jurisdiction not to have acted in good faith in the reasonable belief that his action was in the best interests of the corporation. Expenses, including but not limited to counsel fees and disbursements, so incurred by any such person in defending any such action suit or proceeding may be paid from time to time by the corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the person indemnified to repay the amounts so paid if it shall ultimately be determined that indemnification of such expenses is not authorized hereunder

CONTINUATION SHEET 6B
to the Articles of Organization of

Behavioral Health Online, Inc.

As to any matter disposed of by settlement by any such person, pursuant to a consent decree or otherwise, no such indemnification either for the amount of such settlement or for any other expenses shall be provided unless such settlement shall be approved as in the best interests of the corporation, after notice that it involves such indemnification, (a) by a vote of a majority of the disinterested directors then in office (even though the disinterested directors be less than a quorum), or (b) by any disinterested person or persons to whom the question may be referred by vote of a majority of such disinterested directors, or (c) by vote of the holders of a majority of the outstanding stock at the time entitled to vote for directors, voting as a single class, exclusive of any stock owned by any interested persons, or (d) by any disinterested person if; or persons to whom the question may be referred by vote of the holders of a majority of such stock. No such approval shall prevent the recovery from any such officer, director, employee, agent or trustee of any amounts paid to him or on his behalf as indemnification in accordance with the preceding sentence if such person is subsequently adjudicated by a court of competent jurisdiction not to have acted in good faith in the reasonable belief that his action was in the best interests of the corporation.

The right of indemnification hereby provided shall not be exclusive of or affect any other rights to which any director, officer, employee, agent, or trustee may be entitled or which may lawfully be granted to him. As used herein, the terms “director”, “officer”, “employee”, “agent”, and “trustee” include their respective executors, administrators and other legal representatives, and “interested” person is one against whom the action, suit or other proceeding in question or another action, suit or other proceeding on the same or similar grounds is then or had been pending or threatened, and a “disinterested” person is a person against whom no such action, suit or other proceeding is then or had been pending or threatened.

CONTINUATION SHEET 6C
to the Articles of Organization of

Behavioral Health Online, Inc.

By action of the board of directors, notwithstanding any interest of the directors in such action, the corporation may purchase and maintain insurance, in such amounts as the board of directors may from time to time deem appropriate, on behalf of any person who is or was a director, officer, employee or other agent of the corporation, or is or was serving at the request of the corporation as a director, trustee, officer, employee or other agent of another organization in which it directly or indirectly owns shares or of which it is directly or indirectly a creditor, against any liability incurred by him in any such capacity, or arising out of his status as such, whether or not the corporation would have the power to indemnify him against such liability.

Intercompany Transactions

No contract or transaction between the corporation and one or more of its directors or officers, or between the corporation and any other organization of which one or more of its directors or officers are directors, trustees or officers, or in which any of them has any financial or other interest, shall be void or voidable, or in any way affected, solely for this reason, or solely because the director or officer is present at or participates in the meeting of the board of directors or committee thereof which authorizes, approves or ratifies the contract or transaction, or solely because his or their votes are counted for such purposes, if:

a) The material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the board of directors or the committee which authorizes, approves or ratifies the contract or transaction and the board or committee in good faith authorizes, approves or ratifies the contract or transaction by the affirmative vote of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or

b) The material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically authorized, approved or ratified in good faith by vote of the stockholders; or

c) The contract or transaction is fair as to the corporation as of the time it is authorized, approved or ratified by the board of directors, a committee thereof, or the stockholders.

Common or interested directors may be counted in determining the presence of a quorum at a meeting of the board of directors or of a committee thereof which authorizes, approves or ratifies the contract or transaction. No director or officer of the corporation shall be liable or accountable to the corporation or to any of its stockholders or creditors or to any other person, either for any loss to the corporation or to any other person or for any gains or profits realized by such director or officer, clauses (a), (b) or (c) above are applicable.

CONTINUATION SHEET 6D
to the Articles of Organization of

Behavioral Health Online, Inc.

Limitations on Director Liability

No director of the corporation shall be liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 61 or 62 of Chapter 156B of the General Laws of the Commonwealth of Massachusetts, or (iv) for any transaction in which the director derived an improper personal benefit. No amendment to or repeal of any provision of this paragraph, directly or by adoption of an inconsistent provision of these Articles of Organization, shall apply to or have any effect on any liability or alleged liability of any director of the corporation for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

ARTICLE VII

The effective date of organization of the corporation shall be the date approved and filed by the Secretary of the Commonwealth. If a later effective date is desired, specify such date which shall not be more than thirty days after the date of filing.

ARTICLE VIII

The information contained in Article VIII is not a permanent part of the Articles of Organization.

a. The street address (post office boxes are not acceptable) of the principal office of the corporation in Massachusetts is:

200 Lake Street, Suite 102, Peabody, MA 01960

b. The name, residential address and post office address of each director and officer of the corporation is as follows:

	Name	Residential Address	Post Office Address
President:	Bruce A. Shear	14 Ida Road Marblehead, MA 01945	14 Ida Road Marblehead, MA 01945
Treasurer:	Donald E. Robar	48 Burpee Hill New London, NH 03257	48 Burpee Hill New London, NH 03257
Clerk:	Gerald M. Perlow, MD	40 Atlantic Road Swampscott, MA 01907	40 Atlantic Road Swampscott, MA 01907
Directors:	Bruce A. Shear	(As Above)	(As Above)
	Donald E. Robar	(As Above)	(As Above)
	Gerald M. Perlow, MD	(As Above)	(As Above)
	Howard W. Phillips	435 L'Ambiance #K706 Longboat Key, FL 34228	435 L Ambiance #K706 Longboat Key, FL 34228
	William F. Grieco	115 Marlborough Street Boston, MA 02116	115 Marlborough Street Boston, MA 02116

c. The fiscal year (i.e. tax year) of the corporation shall end on the last date of the month: June

d. The name and business address of the resident agent, if any, of the corporation is: Bruce A. Shear
14 lda Road
Marblehead, MA 01945

ARTICLE IX

By-laws of the corporation have been duly adopted and the president, treasurer, clerk and directors whose names are set forth above, have been duly elected.

IN WITNESS WHEREOF AND UNDER THE PAINS AND PENALTIES OF PERJURY. I/(Illegible) whose signature(s) appear below as incorporator(s) and whose name(s) and business or residential address(es) are clearly typed or printed beneath each signature do hereby associate with the intention of forming this corporation under the provisions of General Laws, Chapter 156B and do hereby sign these Articles of Organization as incorporator(s) this 11th day of February 1999.

Bruce A. Shear, President /s/ Bruce A. Shear
PHC, Inc., 200 Lake Street, Suite 102, Peabody, MA 01960

Note: If an existing corporation is acting as incorporator, type in the exact name of the corporation, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said corporation and the title he/she holds or other authority by which such action is taken.

648350

THE COMMONWEALTH OF MASSACHUSETTS

ARTICLES OF ORGANIZATION
(General Laws, Chapter 156B)

I hereby certify that, upon examination of these Articles of Organization, duly submitted to me, it appears that the provisions of the General Laws relative to the organization of corporations have been complied with, and I hereby approve said articles; and the filing fee in the amount of $200.00 having been paid, said articles are deemed to have been filed with me this 12th day of February 1999.

Effective date: _____

/s/ William Francis Galvin
WILLIAM FRANCIS GALVIN
Secretary of the Commonwealth

FILING FEE: One tenth of one percent of the total authorized capital stock, but not less than $200.00. For the purpose of filing, shares of stock with a par value less than $1.00, or no par stock, shall be deemed to have a par value of $1.00 per share.

TO BE FILLED IN BY CORPORATION
Photocopy of document to be sent to:

Stuart A. Kaufman, Esq. CPA
PHC, Inc.
200 Lake Street - Suite 102
Peabody, MA 01960
Telephone (978) 536-2777

FEDERAL IDENTIFICATION NO. 04-3456003

[Initials]
Examiner

The Commonwealth of Massachusetts
William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

[Initials]

N/A
Name
Approved

ARTICLES OF AMENDMENT
(General Laws, Chapter 156B, Section 72)

We, Bruce A. Shear, * President XXXXXXXXX

and Paula C. Wurts XXXXXXX/ Assistant Clerk

of Behavioral Health Online, Inc.
(Exact name of corporation)

located at: 200 Lake Street: Suite 102, Peabody, MA 01960
(Street address of corporation in Massachusetts)

certify that these Articles of Amendment affecting articles numbered:

3
(Number those articles 1, 2, 3, 4, 5 and/or 6 being amended)

of the Articles of Organization were duly adopted at a meeting held on June 19, XX 2000 by vote of:

58,800 shares of Common Stock of 58,800 shares outstanding,
(type, class & series, if any)

_____ shares of _____ of _____ shares outstanding, and
(type, class & series, if any)

_____ shares of _____ of _____ shares outstanding.
(type, class & series, if any)

C ☐
P ☐
M ☐
R.A. ☐

[1]** being at least a majority of each type, class or series outstanding and entitled to vote thereon: / or X X
X X X XX X XXXX XXXX XXX XXX XXX XXXXXX XXX XXX XXX XXX XXX XXX XXXX XX XXX XXX X XXXXXX X
XX XX XX XXXX XXX XX XXX XXX XXXX XXX XXX XXX XXXX XXXXX XX XXXXXXX

* *Delete the inapplicable words.* ** *Delete the inapplicable clause*
[1] *For amendments adopted pursuant in Chapter 156B, Section 70*
[2] *For amendments adopted pursuant in Chapter 156B, Section 71*

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P.C.

Note: If the space provided under any article or item on this form is insufficient, additions shall be set forth on one side only of separate 8 1/2 x 11 sheets of paper with a left margin of at least 1 inch. Additions to more than one article may be made on a single sheet so long as each article requiring each addition is clearly indicated.

To *change* the number of shares and the par value (if any) of any type, class or series of stock which the corporation is authorized to issue, fill in the following:

The total *presently* authorized is:

WITHOUT PAR VALUE STOCKS		WITH PAR VALUE STOCKS		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
Common:		Common:	200,000	$ .01
Preferred:		Preferred:		

Change the total authorized to:

WITHOUT PAR VALUE STOCKS		WITH PAR VALUE STOCKS		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
Common:		Common:	10,000,000	$ .001
Preferred:		Preferred:		

The foregoing amendment(s) will become effective when these Articles of Amendment are filed in accordance with General Laws, Chapter 156B, Section 6 unless these articles specify, in accordance with the vote adopting the amendment, a *later* effective date not more than *thirty days* after such filing, in which event the amendment will become effective on such later date.

Later effective date _____

SIGNED UNDER THE PENALTIES OF PERJURY, this ___ day of June, XXX 2000

/s/ Bruce A. Shear *President XXXXXXXXXXXX

/s/ Paula C. Wurts XXXXXXX Assistant Clerk.

* *Delete the inapplicable words*

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THE COMMONWEALTH OF MASSACHUSETTS

ARTICLES OF AMENDMENT
(General Laws, Chapter 156B, Section 72)

I hereby approve the within Articles of Amendment, and the filing fee in the amount of $9,800.00 having been paid, said article is deemed to have been filed with me this 19th day of June XXX 2000.

Effective date: June 19, 2000

/s/ WILLIAM FRANCIS GALVIN
WILLIAM FRANCIS GALVIN
Secretary of the Commonwealth

TO BE FILLED IN BY CORPORATION
Photocopy of document to be sent to:

Stuart A. Kaufman, Esq., CPA
PHC, Inc.
200 Lake Street; Suite 102
Peabody, MA 10960

Exhibit 3.28

AMENDED AND RESTATED BY-LAWS

OF

BEHAVIORAL HEALTH ONLINE, INC.

(as of November 30, 2011)

ARTICLE I

Stockholders

Section 1. Annual Meeting. The annual meeting of the stockholders shall be held within six months of the end of the corporation's fiscal year as fixed by the board of directors for the purpose of electing directors and for such other purposes as may be determined as hereinafter provided. The hour and place of such meeting and the purposes for which such meeting is to be held in addition to that specified above shall be determined in each year by the board of directors or, in the absence of action by the board, by the president. If no annual meeting has been held in the period fixed above, a special meeting may be held in lieu thereof with all the force and effect of an annual meeting.

Section 2. Special Meetings. Special meetings of the stockholders may be called at any time by the president or by the board of directors and shall be called by the clerk, or in case of the death, absence, incapacity or refusal of the clerk, by any other officer, upon written application of one or more stockholders who hold at least one-tenth part in interest of the capital stock entitled to vote thereat. Such application shall specify the purposes for which the meeting is to be called and may designate the date, hour and place of such meeting, provided, however, that no such application shall designate a date not a full business day or an hour not within normal business hours as the date or hour of such meeting without the approval of the president or the board of directors.

Section 3. Place of Meetings. Meetings of the stockholders may be held anywhere within, but not without, the United States.

Section 4. Notice. Except as hereinafter provided, a written or printed notice of every meeting of stockholders stating the place, date, hour and purposes thereof shall be given by the clerk or an assistant clerk (or by any other officer in the case of an annual meeting or by the person or persons calling the meeting in the case of a special meeting) at least ten (10) days before the meeting to each stockholder entitled to vote thereat and to each stockholder who, by law, by the articles of organization or by these by-laws, is entitled to such notice, by leaving such notice with him or at his residence or usual place of business or by mailing it, postage prepaid, addressed to him at his address as it appears upon the records of the corporation. No notice of the place, date, hour or purposes of any annual or special meeting of stockholders need be given to a stockholder if a written waiver of such

notice, executed before or after the meeting by such stockholder or his attorney thereunto authorized, is filed with the records of the meeting.

Section 5. Action at a Meeting. Except as otherwise provided in the articles of organization, the presence of a quorum shall be separately determined with respect to each matter to be acted on at any meeting of stockholders, and shall consist of the holders of shares having the right to cast a majority of the votes which may be cast with respect to such matter. Though less than a quorum be present, any meeting may without further notice be adjourned to a subsequent date or until a quorum be had, and at any such adjourned meeting any business may be transacted which might have been transacted at the original meeting.

When a quorum is present at any meeting, the affirmative vote of a majority of the shares of stock present or represented and voting shall be necessary and sufficient to the determination of any questions brought before the meeting, unless a larger vote is required by law, by the articles of organization or by these by-laws, provided, however, that any election by stockholders shall be determined by a plurality of the votes cast by the stockholders entitled to vote in such election.

Except as otherwise provided by law or by the articles or organization or by these by-laws, each holder of record of shares of stock entitled to vote on any matter shall have one vote for each such share held of record by him and a proportionate vote for any fractional shares so held by him. Stockholders may vote either in person or by proxy. No proxy dated more than six months before the meeting named therein shall be valid and no proxy shall be valid after the final adjournment of such meeting. A proxy with respect to stock held in the name of two or more persons shall be valid if executed by anyone of them unless at or prior to the exercise of the proxy the corporation receives a specific written notice to the contrary from anyone of them. A proxy purporting to be executed by or on behalf of a stockholder shall be deemed valid unless challenged at or prior to its exercise and the burden of proving its invalidity shall rest on the challenger.

Any election by stockholders and the determination of any other questions to come before a meeting of the stockholders shall be by ballot if so requested by any stockholder entitled to vote thereon but need not be otherwise.

Section 6. Stockholder Proposals. Written notification of any stockholder proposal to be acted upon at an annual meeting of stockholders of the corporation must be provided to the corporation at least 120 calendar days in advance of the date of the corporation’s proxy statement released to stockholders in connection with the previous year’s annual meeting of stockholders. Written notification of any stockholder proposal to be acted upon at any meeting of the stockholders of the corporation other than an annual meeting must be provided to the corporation at least 180 calendar days before the meeting at which such proposal is to be acted upon.

Section 7. Action by Written Consent. Any action required to be taken at any annual or special meeting of stockholders of the corporation, or any action which may be taken at

any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken and bearing the dates of signature of the stockholders who signed the consent or consents, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the corporation by delivery to the corporation's principal place of business, or an officer or agent of the corporation having custody of the book or books in which proceedings of meetings of the stockholders are recorded.

ARTICLE II

Directors

Section 1. Number and Election. Except as otherwise provided by law or by the articles of organization, the number of directors for the ensuing year shall be determined by the board of directors. The number of directors so determined shall be elected at the annual meeting of the stockholders by such stockholders as have the right to vote thereon. The stockholders may, at any special meeting held for the purpose, increase or decrease the number of directors as thus determined and elect new directors to complete the number so determined or remove directors to reduce the number of directors to the number so determined. Except as otherwise provided by law or by the articles of organization, the board of directors may, by vote of a majority of the directors then in office, increase the number of directors determined by the stockholders and elect new directors to complete the number so determined. No director need be a stockholder.

Section 2. Term. Except as otherwise provided by law, by the articles of organization or by these by-laws, the directors shall hold office until the next annual meeting of stockholders and until their successors are chosen and qualified.

Section 3. Resignations. Any director may resign by delivering his written resignation to the corporation at its principal office or to the president or clerk or if there be one, to the secretary. Such resignation shall become effective at the time or upon the happening of the condition, if any, specified therein or, if no such time or condition is specified, upon its receipt.

Section 4. Removal. At any meeting of the stockholders called: for the purpose any director may be removed from office with or without cause by the vote of a majority of the class of shares issued, outstanding and entitled to vote in the election of said director. At any meeting of the board of directors any director may be removed from office for cause by vote of a majority of the directors then in office. A director may be removed for cause only after a reasonable notice and opportunity to be heard before the body proposing to remove him.

Section 5. Vacancies. Vacancies in the board of directors may be filled by vote of a majority of the remaining directors elected by that class of stockholders which elected the

director whose office has been vacated or, if not yet so filled, by majority vote of the class of stockholders which elected the director whose office has been vacated.

Section 6. Regular Meetings. Regular meetings of the board of directors may be held at such times and places within or without the Commonwealth of Massachusetts as the board of directors may fix from time to time and, when so fixed, no notice thereof need be given. The first meeting of the board of directors following the annual meeting of the stockholders shall be held without notice immediately after and at the same place as the annual meeting of the stockholders or the special meeting held in lieu thereof. If in any year a meeting of the board of directors is not held at such time and place, any elections to be held or business to be transacted at such meeting may be held or transacted at any later meeting of the board of directors with the same force and effect as if held or transacted at such meeting.

Section 7. Special Meetings. Special meetings of the board of directors may be called at any time by the president or secretary (or, if there be no secretary, the clerk) or by any director. Such special meetings may be held anywhere within or without the Commonwealth of Massachusetts. A written, printed or telegraphic notice stating the place, date and hour (but not necessarily the purposes) of the meeting shall be given by the secretary or an assistant secretary (or, if there be no secretary or assistant secretary, the clerk or an assistant clerk) or by the officer or director calling the meeting at least forty-eight (48) hours before such meeting to each director by leaving such notice with him or at his residence or usual place of business or by mailing it, postage prepaid, or sending it by prepaid telegram, addressed to him at his last known address. No notice of the place, date or hour of any meeting of the board of directors need be given to any director if a written waiver of such notice, executed by him before or after the meeting, is filed with the records of the meeting, or to any director who attends the meeting without protesting prior thereto or at its commencement the lack of notice to him.

Section 8. Action at a Meeting. At any meeting of the board of directors, a majority of the directors then in office shall constitute a quorum. Though less than a quorum be present, any meeting may without further notice be adjourned to a subsequent date or until a quorum be had. When a quorum is present at any meeting a majority of the directors present may take any action on behalf of the board except to the extent that a larger number is required by law, by the articles or organization or by these by-laws.

Section 9. Action Without a Meeting. Any action required or permitted to be taken at any meeting of the directors may be taken without a meeting if all the directors consent to the action in writing and the written consents are filed with the records of the meetings of the directors. Such consents shall be treated for all purposes as a vote at a meeting.

Section 10. Powers. The board of directors shall have and may exercise all the powers of the corporation, except such as by law, by the articles of organization or by these by-laws are conferred upon or reserved to the stockholders. In the event of any vacancy in the board of directors, the remaining directors then in office, except as otherwise provided by

law, shall have and may exercise all of the powers of the board of directors until the vacancy is filled.

Section 11. Committees. The board of directors may elect from the board an executive committee or one or more other committees and may delegate to any such committee or committees any or all of the powers of the board except those which by law, by the articles of organization or by these by-laws may not be so delegated. Such committees shall serve at the pleasure of the board of directors. Except as the board of directors may otherwise determine, each such committee may make rules for the conduct of its business, but, unless otherwise determined by the board or in such rules, its business shall be conducted as nearly as may be as is provided in these by-laws for the conduct of the business of the board of directors.

Section 12. Meeting by Telecommunications. Members of the board of directors or any committee elected thereby may participate in a meeting of such board of committee by means of a conference telephone or similar communications equipment by means of which all persons participating in a meeting can hear each other at the same time and participation by such means shall constitute presence in person at the meeting.

ARTICLE III

Officers

Section 1. Enumeration. The officers of the corporation shall consist of a president, a treasurer and a clerk and such other officers, including without limitation a chairman of the board of directors, a secretary and one or more vice presidents, assistant treasurers, assistant clerks and assistant secretaries, as the board of directors may from time to time determine.

Section 2. Qualifications. No officer need be a stockholder or a director. The same person may hold at the same time one or more offices unless otherwise provided by law. The clerk shall be a resident of Massachusetts unless the corporation shall have a resident agent. Any officer may be required by the board of directors to give a bond for the faithful performance of his duties in such form and with such sureties as the board may determine.

Section 3. Elections. The president, treasurer and clerk shall be elected annually by the board of directors at its first meeting following the annual meeting of the stockholders. All other officers shall be chosen or appointed by the board of directors.

Section 4. Term. Except as otherwise provided by law, by the articles of organization or by these by-laws, the president, treasurer and clerk shall hold office until the first meeting of the board of directors following the next annual meeting of the stockholders and until their respective successors are chosen and qualified. All other officers shall hold office until the first meeting of the board of directors following the next annual meeting of the

stockholders, unless a shorter time is specified in the vote choosing or appointing such officer or officers.

Section 5. Resignations. Any officer may resign by delivering his written resignation to the corporation at its principal office or to the president or clerk, or, if there be one, to the secretary. Such resignation shall be effective at the time or upon the happening of the condition, if any, specified therein or, if no such time or condition is specified, upon its receipt.

Section 6. Removal. Any officer may be removed from office with or without cause by vote of a majority of the directors then in office. An officer may be removed for cause only after a reasonable notice and opportunity to be heard before the board of directors.

Section 7. Vacancies. Vacancies in any office may be filled by the board of directors.

Section 8. Certain Duties and Powers. The officers designated below, subject at all times to these by-laws and to the direction and control of the board of directors, shall have and may exercise the respective duties and powers set forth below:

The Chairman of the Board of Directors. The chairman of the board of directors, if there be one, shall, when present, preside at all meetings of the board of directors.

The President. The president shall be the chief executive officer of the corporation and shall have general operating charge of its business. Unless otherwise prescribed by the board of directors, he shall, when present, preside at all meetings of the stockholders, and, if a director, at all meetings of the board of directors unless there be a chairman of the board of directors who is present at the meeting.

The Treasurer. The treasurer shall be the chief financial officer of the corporation and shall cause to be kept accurate books of account.

The Clerk. The clerk shall keep a record of all proceedings of the stockholders and, if there be no secretary, shall also keep a record of all proceedings of the board of directors. In the absence of the clerk from any meeting of the stockholders or, if there be no secretary, from any meeting of the board of directors, an assistant clerk, if there be one, otherwise a clerk pro tempore designated by the person presiding at the meeting, shall perform the duties of the clerk at such meeting.

The Secretary. The secretary, if there be one, shall keep a record of all proceedings of the board of directors. In the absence of the secretary, if there be one, from any meeting of the board of directors, an assistant secretary, if there be one, otherwise a secretary pro tempore designated by the person presiding at the meeting, shall perform the duties of the secretary at such meeting.

Section 9. Other Duties and Powers. Each officer, subject at all times to these by-laws and to the direction and control of the board of directors, shall have and may exercise, in addition to the duties and powers specifically set forth in these by-laws, such duties and powers as are prescribed by law, such duties and powers as are commonly incident to his office and such duties and powers as the board of directors may from time to time prescribe.

ARTICLE IV

Capital Stock

Section 1. Amount and Issuance. The total number of shares and the par value, if any, of each class of stock which the corporation is authorized to issue shall be stated in the articles of organization. The directors may at any time issue all or from time to time any part of the unissued capital stock of the corporation from time to time authorized under the articles of organization, and may determine, subject to any requirements of law, the consideration for which stock is to be issued and the manner of allocating such consideration between capital and surplus.

Section 2. Certificates. Each stockholder shall be entitled to a certificate or certificates stating the number and the class and the designation of the series, if any, of the shares held by him, and otherwise in form approved by the board of directors. Such certificate or certificates shall be signed by the president or a vice president and by the treasurer or an assistant treasurer. Such signatures may be facsimiles if the certificate is signed by a transfer agent, or by a registrar, other than a director, officer or employee of the corporation. In case any officer who has signed or whose facsimile signature has been placed on such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the corporation with the same effect as if he were such officer at the time of its issue.

Every certificate issued for shares of stock at a time when such shares are subject to any restriction on transfer pursuant to the articles of organization, these by-laws or any agreement to which the corporation is a party shall have the restriction noted conspicuously on the certificate and shall also set forth on the face or back of the certificate either (i) the full text of the restriction or (ii) a statement of the existence of such restriction and a statement that the corporation will furnish a copy thereof to the holder of such certificate upon written request and without charge.

Every certificate issued for shares of stock at a time when the corporation is authorized to issue more than one class or series of stock shall set forth on the face or back of the certificate either (i) the full text of the preferences, voting powers, qualifications and special and relative rights of the shares of each class and series, if any, authorized to be issued, as set forth in the articles of organization or (ii) a statement of the existence of such preferences, powers, qualifications and rights and a statement that the corporation

will furnish a copy thereof to the holder of such certificate upon written request and without charge.

Section 3. Transfers. The board of directors may make such rules and regulations not inconsistent with the law, with the articles of organization or with these by-laws as it deems expedient relative to the issue, transfer and registration of stock certificates. The board of directors may appoint a transfer agent and a registrar of transfers or either and require all stock certificates to bear their signatures. Except as otherwise provided by law, by the articles of organization or by these by-laws, the corporation shall be entitled to treat the record holder of any shares of stock as shown on the books of the corporation as the holder of such shares for all purposes, including the right to receive notice of and to vote at any meeting of stockholders and the right to receive any dividend or other distribution in respect of such shares.

Section 4. Record Date. The board of directors may fix in advance a time, which shall be not more than sixty (60) days before the date of any meeting of stockholders or the date for the payment of any dividend or the making of any distribution to stockholders or the last day on which the consent or dissent of stockholders may be effectively expressed for any purpose, as the record date for determining the stockholders having the right to notice of and to vote at such meeting and any adjournment thereof or the right to receive such dividend or distribution or the right to give such consent or dissent, and in such case only stockholders of record on such record date shall have such right, notwithstanding any transfer of stock on the books of the corporation after the record date.

Section 5. Lost Certificates. The board of directors may, except as otherwise provided by law, determine the conditions upon which a new certificate of stock may be issued in place of any certificate alleged to have been lost, mutilated or destroyed.

ARTICLE V

Miscellaneous provisions

Section 1. Fiscal Year. The fiscal year of the corporation shall begin on the first day of January in each year and end on the last day of December next following.

Section 2. Corporate Seal. The seal of the corporation shall be in such form as shall be determined from time to time by the board of directors.

Section 3. Corporation Records. The original, or attested copies, of the articles of organization, by-laws and records of all meetings of the incorporators and stockholders, and the stock and transfer records, which shall contain the names of all stockholders and the record address and the amount of stock held by each, shall be kept in the Commonwealth of Massachusetts at the principal office of the corporation in said Commonwealth or at an office of the transfer agent or of its clerk or of its resident agent, if any. Said copies and records need not all be kept in the same office. They shall be available at all reasonable times to inspection by any stockholder for any proper purpose

but not if the purpose for which such inspection is sought is to secure a list of stockholders or other information for the purpose of selling said list or information or copies thereof or of using the same for a purpose other than the interest of the applicant, as a stockholder, relative to the affairs of the corporation.

Section 4. Voting of Securities. Except as the board of directors may otherwise prescribe, the president or the treasurer shall have full power and authority in the name and on behalf of the corporation, subject to the instructions of the board of directors, to waive notice of, to attend, act and vote at, and to appoint any person or persons to act as proxy or attorney in fact for this corporation (with or without power of substitution) at any meeting of stockholders or shareholders of any other corporation or organization, the securities of which may be held by this corporation.

ARTICLE VI

Amendments

These by-laws may be amended or repealed at any annual or special meeting of the stockholders by the affirmative vote of a majority of the shares of capital stock then issued, outstanding and entitled to vote provided notice of the proposed amendment or repeal is given in the notice of the meeting. No change in the date fixed in these by-laws for the annual meeting of the stockholders shall be made within sixty (60) days before such date, and notice of any change in such date shall be given to all stockholders at least twenty (20) days before the new date fixed for such meeting.

If authorized by the articles of incorporation, these by-laws may also be amended or repealed in whole or in part, or new by-laws made, by the board of directors except with respect to any provision hereof which by-law, the articles of organization or these by-laws requires action by the stockholders. Not later than the time of giving notice of the meeting of stockholders next following the making, amendment or repeal by the directors of any by-laws, notice thereof stating the substance of such change shall be given to all stockholders entitled to vote on amending the by-laws. Any by-law to be made, amended or repealed by the directors may be amended or repealed by the stockholders.

Exhibit 3.29

FILED - Arkansas Secretary of State #100148371 06/23/1997 00:

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FILED
CORPORATIONS DIVISION
148371
97 JUN 23 [ILLEGIBLE]

SHARON PRIEST
SECRETARY OF STATE
STATE OF ARKANSAS

Instructions: File in DUPLICATE with the **Secretary of State**, State Capitol, Little Rock, AR 72201-1094 with payment of fees. Duplicate copy will be returned to the corporation at the listed address.

PLEASE TYPE OR PRINT

State of Arkansas - Office of Secretary of State
ARTICLES OF INCORPORATION
of

The undersigned, acting as incorporators of a corporation under the Arkansas Business Corporation Act (Act 958 of 1987), adopt the following articles of incorporation of such Corporation:

First: The Name of the Corporation is:

CHILD & YOUTH PEDIATRIC DAY CLINICS, INC
Must contain the word "Corporation", "Incorporated", "Company", "Limited", or the abbreviation "Corp.", "Inc.", "Co.", or "Ltd." or words or abbreviations of like import in another language.

Second: The aggregate number of shares which the corporation shall have the authority to issue is 1000 share.

The designation of each class, the number of shares of each class, or a statement that the shares of any class are without par value, are as follows:

Number of Shares	Class	Series (If Any)	Par Value Per Share Or Statement That Shares Are Without Par Value
1000	COMMON	N/A	NO PAR

Third: The initial registered office of this corporation shall be located at 1201 GEE STREET JONESBORO AR 72401 and the name of the initial registered agent of this corporation at that address is R. D. STEWART

Filing Fee: $50.00

DN-01/REV. 3-11-92
ACI-0338

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Fourth: The name and address of each incorporator is as follows:

NAME	ADDRESS
R. D. STEWART	1201 GEE STREET JONESBORO AR 72401

Fifth: The nature of the business of the corporation and the object or purposes proposed to be transacted, promoted or carried on by it, are as follows:

(a) The primary purpose of the corporation shall be PROVIDE PHYSICAL & MENTAL HEALTH SERVICES TO CHILDREN.

(b) To conduct any other business enterprise not contrary to law.

(c) To exercise all of the powers enumerated in Section 4-27-302 of the Arkansas Business Corporation Act.

Sixth: EXECUTED this 18 day of June 1997.

/s/ R.D.Stewart

Signature

INCORPORATOR

Title (Pres., other officer, Chairman of the Board or by Incorporator pending election of corporate officers)

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Arkansas Secretary of State
Document No.: 67650002
Date Filed: 01-08-2003 12:00 AM
Total Pages: 3

ARTICLES OF MERGER
OF
CHILD & YOUTH DEVELOPMENT CENTER, INC.
INTO
CHILD & YOUTH PEDIATRIC DAY CLINICS, INC.

Pursuant to the provisions of the Arkansas Business Corporation Act and other applicable law, the undersigned corporations hereby execute these Articles of Merger for the purpose of merging Child & Youth Development Center, Inc., an Arkansas corporation, with and into Child & Youth Pediatric Day Clinics, Inc., an Arkansas corporation:

1. The following resolution was duly approved by the Shareholders and Board of Directors of each of the undersigned corporations on December 27, 2002, in the manner prescribed by law:

"RESOLVED, that the following Agreement and Plan of Merger is hereby unanimously adopted:

AGREEMENT AND PLAN OF MERGER

(a) Merger. Upon the Effective Date as hereinafter defined, Child & Youth Development Center, Inc., hereinafter called "CYDC", shall be merged into Child & Youth Pediatric Day Clinics, Inc., hereinafter called "CYPDC" and the separate existence of CYDC shall cease. CYPDC, the surviving corporation, shall continue its corporate existence under the laws of Arkansas.

(b) Articles of Incorporation and By-Laws. The existing Articles of Incorporation of CYPDC shall be the Articles of Incorporation of the surviving corporation following the Effective Date until altered, amended, or repealed in the manner prescribed by law, and the terms and provisions thereof are hereby incorporated in this agreement with the same force and effect as though herein set forth in full. The existing bylaws of CYPDC shall be the bylaws of the surviving corporation following the Effective Date until altered, amended, or repealed as provided therein.

(c) Officers and Directors. The officers and directors of CYPDC who hold office on the Effective Date shall continue to hold their respective offices until their respective successors are elected and shall have qualified.

(d) Cancellation and Insurance of Shares. Upon the Effective Date, each issued and outstanding share of common stock of CYDC shall be cancelled, and there shall be issued to the shareholder of CYDC one (1) share of common stock of CYPCD for each share of common stock of CYDC which is cancelled.

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(e) Capitalization of CYDC. CYDC has 300 shares of common stock issued and outstanding.

(f) Capitalization of CYPDC, CYPDC has 100 shares of common stock issued and outstanding.

(g) Effective Date. This merger shall become effective as of December 31, 2002, which date is herein referred to as the "Effective Date."

2. As to each of the undersigned corporations, the number of shares outstanding and entitled to vote on the Plan of Merger are as follows:

Name of Corporation	Number of Shares Outstanding	Class
Child & Youth Development Center, Inc.	300	Common
Child & Youth Pediatric Day Clinics, Inc.	100	Common

3. As to each of the undersigned corporations, the total number of shares voted for and against the resolution contained in Section 1 are as follows:

Name of Corporation	Total Voted For	Total Voted Against	Class
Child & Youth Development Center, Inc.	300	-0-	Common
Child & Youth Pediatric Day Clinics, Inc.	100	-0-	Common

CHILD & YOUTH DEVELOPMENT CENTER, INC.

By: /s/ Michael T. Prince
Michael T. Prince, President

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CHILD & YOUTH PEDIATRIC DAY CLINICS, INC.

By: /s/ Michael T. Prince
Michael T. Prince, President

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Arkansas Secretary of State - Document No.: 6043910002 - Date Filed: 08-09-2006 10:10 AM - Total Pages: 1

Arkansas Secretary of State

[SEAL]

Charlie Daniels

State Capitol • Little Rock, Arkansas 72201-1094
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NOTICE OF CHANGE OF REGISTERED OFFICE OR REGISTERED AGENT, OR BOTH

MARK ENTITY TYPE

☒ Corporation-Profit	☐ General Partnership	☐ Limited Liability Limited Partnership
☐ Corporation-Non Profit	☐ Limited Partnership	
☐ Limited Liability Company	☐ Limited Liability Partnership	

Pursuant to the Laws of the State of Arkansas, the undersigned submits the following statement for the purpose of changing its registered office or its registered agent, or both in the State of Arkansas. If this statement reflects a change of registered office, this form must be accompanied by notice of such change to any and all applicable entities.

1. Name of corporation: CHILD & YOUTH PEDIATRIC DAY CLINICS, INC.

2. Is the entity: ☒ Domestic or ☐ Foreign Name of Tax Contact: J. Mack Nunn
1705 Capital of Texas Hwy south, Ste 400
Austin, TX 78746

3. Street address of registered office changing from: 1201 Gee St.
Street Address

Jonesboro, AR 72401
City, State, Zip

4. Street address to which registered office changing: 425 W. Capitol Ave., Suite 1700
Street Address

Little Rock, AR 72201
City, State, Zip

(The address of the registered office and the business address of the registered agent must be identical.)

5. Name of registered agent changing from: R. D. Stewart To: The Corporation Company

I, THE CORPORATION COMPANY hereby consent to serve as registered agent for this entity.

/s/ Illegible
Successor Agent
Illegible

A letter of consent from successor agent may be substituted in lieu of this signature.

A copy bearing the file marks of the Secretary of State shall be returned.

If this entity is a corporation governed by Act 576 of 1965 such change must be filed with the County Clerk of the County in which its registered office is located, unless the registered office is located in Pulaski County, in which event no filing with the County Clerk is required.

I understand that knowingly signing a false document with the intent to file with the Arkansas Secretary of State is a Class C misdemeanor and is punishable by a fine up to $100.00 and/or imprisonment up to 30 days.

/s/ J. Mack Nunn, Secretary
Signature and Title of Authorized Officer

Dated: 7/29/06

Fee For Corporation or Limited Liability Company - $25.00
Fee For General Partnership, Limited Partnership, Limited Liability Partnership or Limited Liability Limited Partnership - $15.00

DO-3/DN-04/F-06/"ALL" Rev. 4/06

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Arkansas Secretary of State - Document No.: 6046000012 - Date Filed: 08-09-2006 03:56 PM - Total Pages: 1

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[SEAL]

Charlie Daniels

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501-682-3409 • www.sos. arkansas.gov

INSTRUCTIONS: File with the Secretary of State's Office, Business Services Division, State Capitol, Little Rock, Arkansas 72201 -1094. A copy will be returned to the entity and must be filed with the County Clerk in the county in which the entity's registered office is located (unless registered office is in Pulaski County).

APPLICATION FOR FICTITIOUS NAME

Select entity type:

- ☒ For-Profit Corporation ($25.00 fees)
- ☐ General Partnership
- ☐ LLC ($25.00 fee)
- ☐ LLLP ($15.00 fee)
- ☐ Nonprofit Corporation
- ☐ Limited Partnership ($15.00 fee)
- ☐ LLP ($15.00 fee)

Pursuant to the provisions of Arkansas law, the undersigned entity hereby applies for the use of a fictitious name and submits herewith the following statement:

1. The fictitious name under which the business is being, or will be, conducted by this entity is:

   ASCENT

2. The character of the business being, or to be, conducted under such fictitious name is:

   Medical, behavioral, nutritional, physical, occupational, and audiology services for children.

3. a) The entity name of the applicant and its date of qualification in Arkansas: _____

   Child & Youth Pediatric Day Clinics, Inc.

   b) The entity Is ☒ domestic ☐ foreign (state of domestic registration) _____

   c) The location (city and street address) of the registered office of the applicant entity in Arkansas is:

   425 W. Capitol Ave., Suite 1700, Little Rock, Arkansas 72201
   Street City State ZIP Code

I understand that knowingly signing a false document with the intent to file with the Arkansas Secretary of State is a Class C misdemeanor and is punishable by a fine up to $100.00 and/or Imprisonment up to 30 days.

Authorizing Officer: J. MACK NUNN
(Type or Print)

Authorized Signature: /s/ J. Mack Nunn
(Chairman, Partner or other authorized person) Title: Secretary

Address: 1701 Capitol of Texas Highway South, Ste 400, Austin, TX 78746

Fee: see top of page **DN-18/F-18/Rev. 4/06**

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INSTRUCTIONS: File with the Secretary of State's Office, Business Services Division, State Capitol, Little Rock, Arkansas 72201 -1094. A copy will be returned to the entity and must be filed with the County Clerk in the county in which the entity's registered office is located (unless registered office is in Pulaski County).

APPLICATION FOR FICTITIOUS NAME

Select entity type:

- ☒ For-Profit Corporation ($25.00 fee)
- ☐ General Partnership
- ☐ LLC ($25.00 fee)
- ☐ LLLP ($15.00 fee)
- ☐ Nonprofit Corporation
- ☐ Limited Partnership ($15.00 fee)
- ☐ LLP ($15.00 fee)

Pursuant to the provisions of Arkansas law, the undersigned entity hereby applies for the use of a fictitious name and submits herewith the following statement:

1. The fictitious name under which the business is being, or will be, conducted by this entity is:

   ASCENT CHILDREN'S HEALTH SERVICES

2. The character of the business being, or to be, conducted under such fictitious name is:

   Medical, behavioral, nutritional, physical, occupational, and audiology services for children.

3. a) The entity name of the applicant and its date of qualification in Arkansas:

   Child & Youth Pediatric Day Clinics, inc.

   b) The entity is ☒ domestic ☐ foreign (state of domestic registration) _____

   c) The location (city and street address) of the registered office of the applicant entity in Arkansas is:

   425 W. Capitol Ave., Suite 1700, Little Rock, Arkansas 72201
   Street City State ZIP Code

I understand that knowingly signing a false document with the Intent to file with the Arkansas Secretary of State is a Class C misdemeanor and is punishable by a fine up to $100.00 and/or imprisonment up to 30 days.

Authorizing Officer J. MACK NUNN
(Type or Print)

Authorized Signature: /s/ J. Mack Nunn Title: Secretary
(Chairman, Partner or other authorized person)

Address: 1701 Capitol of Texas Highway South, Ste 400, Austin, TX 78746

Fee: see top of page **DN-18/F-18/Rev. 4/06**

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Arkansas Secretary of State

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Charlie Daniels

State Capitol • Little Rock Arkansas 72201-1094
501-682-3409 • www.sos.arkansas.gov

INSTRUCTIONS: File with the Secretary of State's Office, Business Services Division, State Capitol, Little Rock, Arkansas 72201 -1094. A copy will be returned to the entity and must be filed with the County Clerk in the county in which the entity's registered office is located (unless registered office is in Pulaski County).

APPLICATION FOR FICTITIOUS NAME

Select entity type:

- ☒ For-Profit Corporation ($25.00 fee)
- ☐ General Partnership
- ☐ LLC ($25.00 fee)
- ☐ LLLP ($15.00 fee)
- ☐ Nonprofit Corporation
- ☐ Limited Partnership ($15.00 fee)
- ☐ LLP ($15.00 fee)

Pursuant to the provisions of Arkansas law, the undersigned entity hereby applies for the use of a fictitious name and submits herewith the following statement:

1. The fictitious name under which the business is being, or will be, conducted by this entity is:

   CHILD & YOUTH DEVELOPMENT CENTER

2. The character of the business being, or to be, conducted under such fictitious name is:

   Medical, behavioral, nutritional, physical, occupational, and audiology services for children.

3. a) The entity name of the applicant and its date of qualification in Arkansas:

   Child & Youth Pediatric Day Clinics, Inc.; 6/23/1997

   b) The entity is ☒ domestic ☐ foreign (state of domestic registration) _____

   c) The location (city and street address) of the registered office of the applicant entity in Arkansas is:

   425 W. Capitol Ave., Suite 1700, Little Rock, Arkansas 72201
   Street City State ZIP Code

I understand that knowingly signing a false document with the intent to file with the Arkansas Secretary of State is a Class C misdemeanor and is punishable by a fine up to $100.00 and/or imprisonment up to 30 days.

Authorizing Officer J. MACK NUNN
(Type or Print)

Authorized Signature: /s/ J. Mack Nunn , Secretary
(Chairman, Partner or other authorized person)

Address: 1701 Capitol of Texas Highway South, Ste 400, Austin, TX 78746

Fee: see top of page **DN-18/F-18/Rev. 4/06**

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Arkansas Secretary of State

[SEAL]

Charlie Daniels

State Capitol • Little Rock, Arkansas 72201-1094
501-682-3409 • www.sos.arkansas.gov

Business & Commercial Services, 250 Victory Building, 1401 W. Capitol, Little Rock

NOTICE OF CHANGE OF COMMERCIAL REGISTERED AGENT INFORMATION

(PLEASE TYPE OR PRINT CLEARLY IN INK)

1. a. Current Name of Commercial Registered Agent: The Corporation Company

   b. New name of Commercial Registered Agent: The Corporation Company

2. a. Current address on file: 425 West Capitol Avenue
   Street Address

   Suite 1700 Little Rock, AR 72201
   Street Address Line 2 City, State Zip

   b. New address: 124 West Capitol Avenue
   Street Address

   Suite 1400 Little Rock, AR 72201-3736
   Street Address Line 2 City, State Zip

3. a. Jurisdiction / type of organization: Business Corporation

   b. New jurisdiction / new type of organization: _____

4. Attach a listing of ALL entities effected by the above change(s).

A commercial registered agent shall promptly furnish each entity it represents with notice of the filing of a statement of change.

I understand that knowingly signing a false document with the intent to file with the Arkansas Secretary of State is a Class C misdemeanor and is punishable by a fine up to $100.00 and/or imprisonment up to 30 days.

Executed this 27th day of December, 2007.

/s/ Marie Hauer, Asst Secy.
Signature and Title of Authorized Individual

MARIE HAUER
Printed Name of Authorized Individual

NO FEE

CRA-CF Rev. 08/07

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Arkansas Secretary of State

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Charlie Daniels

State Capitol • Little Rock, Arkansas 72201-1094
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Business & Commercial Services, 250 Victory Building, 1401 W. Capitol, Little Rock

NOTICE OF CHANGE OF COMMERCIAL REGISTERED AGENT INFORMATION
(PLEASE TYPE OR PRINT CLEARLY IN INK)

1. a. Current Name of Commercial Registered Agent: THE CORPORATION COMPANY

   b. New name of Commercial Registered Agent: THE CORPORATION COMPANY

2. a. Current address on file: 124 West Capitol Avenue
   Street Address

   Suite 1400 Little Rock, AR 72201-3736
   Street Address Line 2 City, State Zip

   b. New address: 124 West Capitol Avenue
   Street Address

   Suite 1900 Little Rock, AR 72201
   Street Address Line 2 City, State Zip

3. a. Jurisdiction / type of organization: BUSINESS CORPORATION

   b. New jurisdiction / new type of organization: _____

4. Attach a listing of ALL entities effected by the above change(s).

A commercial registered agent shall promptly furnish each entity it represents with notice of the filing of a statement of change.

I understand that knowingly signing a false document with the intent to file with the Arkansas Secretary of State is a Class C misdemeanor and is punishable by a fine up to $100.00 and/or imprisonment up to 30 days.

Executed this 28th day of April, 2008.

/s/ Marie Hauer, Asst Secy.
Signature and Title of Authorized Individual

MARIE HAUER
Printed Name of Authorized Individual

NO FEE

CRA-CF Rev. 08/07

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BYLAWS OF

CHILD & YOUTH PEDIATRIC DAY CLINICS, INC.

(As Amended and Restated as of July 28, 2006)

ARTICLE I. OFFICES

The principal office of CHILD & YOUTH PEDIATRIC DAY CLINICS, INC. (referred to herein as the "corporation") in the State of Arkansas shall be located in Craighead County. The corporation may have such other offices, either within or without the State of Arkansas, as the Board of Directors may designate or as the business of the corporation may require from time to time.

ARTICLE II. SHAREHOLDERS

SECTION 1. Annual Meeting. The annual meeting of the shareholders shall be held on the second Tuesday in the month of January at the hour of 10:00 a.m., for the purpose of electing directors and for the transaction of such other business as may properly come before the meeting. If the day fixed for the annual meeting shall be a legal holiday in the State of Arkansas, such meeting shall be held on the next succeeding business day. If the election of directors shall not be held on the day designated herein for any annual meeting of the shareholders, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the shareholders as soon as reasonably practical.

SECTION 2. Special Meetings. Special meetings of the shareholders, for any purpose or purposes, may be called by the President, the Board of Directors, or by a committee of the Board of Directors that has been duly designated by the Board of Directors and whose power and authority, as expressly provided in these Bylaws or in a resolution of the Board of Directors, include the power to call such meetings, and a special meeting shall be called by the President at the request of the holders of at least ten percent (10%) of all the votes entitled to be cast on any issue proposed to be considered at such special meeting, if such holders have signed, dated, and delivered to the Secretary of the corporation one or more written demands for the meeting describing the purpose or purposes for which it is to be held.

SECTION 3. Place of Meeting. Unless otherwise prescribed by statute, the Board of Directors may designate any place, either within or without the State of Arkansas, as the place of meeting for any annual or special meeting of the shareholders. A waiver of notice signed by all shareholders entitled to vote at a meeting may designate any place, whether within or without the State of Arkansas, unless otherwise prescribed by statute, as the place for the holding of such meeting. If no designation is made, the place of meeting shall be the principal office of the corporation in the State of Arkansas.

SECTION 4. Notice of Meeting. Unless otherwise prescribed by applicable law, written notice stating the place, date and time of the meeting, and in case of a special meeting the purpose or purposes for which the meeting is called, shall be given either by mail or in person to

each shareholder of record entitled to vote at such meeting, not less than sixty (60) days nor more than seventy-five (75) days before the date of the meeting if a proposal to increase the authorized capital stock or bond indebtedness of the corporation is to be submitted, and not less than ten (10) days nor more than sixty (60) days before the date of the meeting, in all other cases. If mailed, such notice shall be deemed to have been given and delivered when deposited in the United States Mail, postage prepaid, and addressed to the shareholder at the shareholder's address as it appears on the stock transfer books of the corporation.

SECTION 5. Date for Determination of Shareholders of Record. In order that the corporation may determine the shareholders (i) entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof or to express consent to corporate action in writing without a meeting, (ii) entitled to receive payment of any dividend or other distribution or allotment of any rights, (iii) entitled to exercise any rights in respect of any change, conversion, or exchange of stock or (iv) for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than seventy (70) days before the date of any such meeting or other action. If no record date is fixed: (i) the record date for determining shareholders entitled to notice of or to vote at a meeting of shareholders shall be at the close of business on the day next preceding the day on which notice is given or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held; and (ii) the record date for determining shareholders for any other purpose shall be at the close of business on the date on which the Board of Directors adopts a resolution relating thereto. A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting; provided, however, the Board of Directors may fix a new record date for the adjourned meeting, which it must do if the meeting is adjourned to a date more than one hundred twenty (120) days after the date fixed for the original meeting.

SECTION 6. List of Shareholders Entitled to Vote. After fixing the record date for a meeting, the Secretary shall prepare an alphabetical listing of the names of all of the shareholders of the corporation who are entitled to notice of the shareholders' meeting, which list must be arranged by voting group and must show the address of and number of shares held by each such shareholder. The shareholders list must be made available for inspection by any shareholder beginning two (2) business days after notice of the meeting is given for which the list was prepared and continuing through the meeting at the corporation's principal office or at a place identified in the meeting notice in the city where the meeting will be held. A shareholder, and the agents and attorneys of shareholders, shall be entitled on written demand to inspect and, subject to the requirements of Ark. Code Ann. §4-27-1602C, to copy the list, at the shareholder's expense, during regular business hours during the period the list is available for inspection. The corporation shall make the shareholders list available at the meeting, and any shareholder, and any agent or attorney of any shareholder, shall be entitled to inspect the list at any time during the meeting or any adjournment thereof.

SECTION 7. Quorum; Vote Required For Action. Unless otherwise provided by applicable law, a majority of the votes entitled to be cast on a matter by the shareholders of the corporation represented in person or by proxy shall constitute a quorum for purposes of such matter at any meeting of shareholders. A majority of the votes cast at any meeting at which a

quorum is present shall decide every question or matter submitted to the shareholders at such meeting, unless otherwise provided by applicable law, the Articles of Incorporation, or these Bylaws.

SECTION 8. Proxies. Each shareholder entitled to vote at a meeting of shareholders may authorize another person or persons to act for such shareholder by proxy, but no such proxy shall be voted or acted upon after eleven (11) months from its effective date, unless the proxy expressly provides for a longer period. A duly executed proxy shall be revocable unless the appointment form conspicuously states that it is irrevocable and is coupled with an interest sufficient at law to support an irrevocable power. An irrevocable proxy is revoked when the interest with which it is coupled is extinguished. A shareholder may revoke any proxy which is not irrevocable by attending the meeting and voting in person or by filing with the Secretary of the corporation an instrument in writing revoking the proxy or another duly executed proxy bearing a later date. Proxies shall be dated and shall be filed with the records of the meeting.

SECTION 9. Adjournments. Any meeting of shareholders, annual or special, at which a quorum is present may adjourn from time to time to reconvene at the same or some other place, and notice need not be given of any such adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting the corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each shareholder of record entitled to vote at the meeting in the manner provided in these Bylaws.

SECTION 10. Organization. Meetings of shareholders shall be presided over by the Chairman of the Board of Directors or the President, or in their absence by a Vice President, or in the absence of the foregoing persons by a presiding officer designated by the Board of Directors, or in the absence of such designation by a presiding officer chosen at the meeting. The Secretary shall act as secretary of the meeting, but in the absence of the Secretary the presiding officer of the meeting may appoint any person to act as secretary of the meeting.

SECTION 11. Voting of Shares. Subject to the provisions of these Bylaws, and particularly the following section hereof, each outstanding share entitled to vote with respect to a particular matter shall be entitled to one vote upon such matter when submitted to a vote of shareholders.

SECTION 12. Action by Shareholders. Any action required or permitted to be taken at a meeting of shareholders may be taken without a meeting if one or more written consents, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof. All written consents executed by one or more shareholders shall be included in the minutes or filed with the corporate records. If it is required by law that notice of the proposed action be given to non-voting shareholders and the action is to be taken by written consent of the voting shareholders, the corporation shall give its non-voting shareholders written notice of the proposed action at least ten (10) days before the action is taken.

ARTICLE III. BOARD OF DIRECTORS

SECTION 1. General Powers. The business and affairs of the corporation shall be managed by its Board of Directors.

SECTION 2. Number, Tenure and Qualifications. The Board of Directors of the corporation shall consist of one (1) individual. The director shall hold office until the next annual meeting of shareholders and until his/her successor shall have been duly elected and qualified.

SECTION 3. Regular Meetings. A regular meeting of the Board of Directors shall be held without other notice than this bylaw immediately after, and at the same place as, the annual meeting of shareholders. The Board of Directors may provide, by resolution, the time and place for the holding of additional regular meetings without other notice than such resolution.

SECTION 4. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two directors, or if there shall be only one director, at that director's request. The person or persons authorized to call special meetings of the Board of Directors may fix the place for holding any special meeting of the Board of Directors called by them.

SECTION 5. Place of Meetings. Regular meetings of the Board of Directors which coincide with meetings of the shareholders shall be held at the same place as the shareholders' meeting. Other meetings of the Board of Directors shall be held at such place as is designated in the notice of the meeting, either within or without the State of Arkansas. A waiver of notice signed by all directors entitled to vote at a meeting may designate any place, either within or without the State of Arkansas, as the place for holding such meeting. If no designation is made, the Board of Directors' meeting shall be held at the principal office of the corporation in Arkansas.

SECTION 6. Notice. Notice of the date, time and place of any special meeting of the Board of Directors shall be given at least two (2) days prior to the meeting by written notice delivered personally or mailed to each director at his/her business address, or by telegram. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid, provided the same is so mailed at least five (5) days prior to the meeting. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is dispatched by the telegraph company. Any director may waive notice of any meeting. The attendance by a director at a meeting shall constitute a waiver of notice of such meeting, unless the director at the beginning of the meeting (or promptly upon his/her arrival) objects to holding the meeting or the transaction of business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

SECTION 7. Quorum; Vote Required for Action. A majority of the directors shall constitute a quorum at any meeting, except when otherwise provided by applicable law. If less than a quorum, but at least one-third (1/3), of the directors is present at any meeting, then a majority of the directors present may vote to adjourn such meeting, from time to time, and the

meeting may be held, as adjourned, without further notice. Except in cases in which the Articles of Incorporation or these Bylaws provide otherwise, the vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

SECTION 8. Organization. Meetings of the Board of Directors shall be presided over by the Chairman of the Board, if any, or in the absence of the Chairman, by a Vice Chairman of the Board, if any, or in the absence of the Vice Chairman by the President, or in the absence of all of the foregoing, by a chairman chosen at the meeting. The Secretary shall act as secretary of the meeting, but in the absence of the Secretary, the chairman of the meeting may appoint any person to act as secretary of the meeting.

SECTION 9. Vacancies. Any vacancy occurring on the Board of Directors may be filled by the affirmative vote of a majority of the remaining directors, though less than a quorum of the Board of Directors, unless otherwise provided by applicable law. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office. Any directorship to be filled by reason of an increase in the number of directors may be filled by election by the Board of Directors for a term of office continuing only until the next election of directors by the shareholders. No decrease in the number of directors constituting the Board of Directors shall shorten the term of any incumbent director.

SECTION 10. Compensation. By resolution of the Board of Directors, each director may be paid his or her expenses, if any, of attendance at each meeting of the Board of Directors and may be paid a stated salary as director or a fixed sum for attendance at each meeting of the Board of Directors or both. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

SECTION 11. Presumption of Assent. A director of the corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless the director's dissent or abstention shall be entered in the minutes of the meeting, or unless the director (i) objects at the beginning of the meeting (or promptly upon his or her arrival) to the holding of the meeting or to the transaction of business at the meeting, or (ii) delivers a written dissent or abstention to such action to the presiding officer of the meeting before the adjournment thereof or to the Secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent or abstain shall not apply to a director who voted in favor of such action.

SECTION 12. Informal Action by Directors. Unless the Articles of Incorporation or these Bylaws otherwise expressly provide, any action required or permitted to be taken at any meeting of the Board of Directors, or any committee thereof, may be taken without a meeting if all members of the Board or such committee, as the case may be, consent thereto in writing, and the consents are filed with the minutes of the proceedings of the Board or such committee. Action taken under this Section is effective when the last director signs the consent, unless the consent specifies a different effective date.

SECTION 13. Telephonic Meetings Permitted. Members of the Board of Directors, or any committee designated by the Board, may participate in a meeting of such Board or

committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can simultaneously hear each other, and participation in a meeting pursuant to this section shall constitute presence in person at such meeting.

ARTICLE IV. COMMITTEES OF THE BOARD OF DIRECTORS

SECTION 1. Committees. The Board of Directors shall have the authority to appoint such regular and special committees as it deems desirable, in addition to the regular committees required by this Article, and may appoint one or more rotating members of any committee at its discretion. The Board of Directors shall designate one member of each committee to serve as chairman. Each committee must have two or more members, each of whom shall serve at the pleasure of the Board of Directors, and only members of the Board of Directors may serve on a committee. The regular committees designated in this Article shall be appointed at the organizational meeting of the Board of Directors each year.

SECTION 2. Committee Rules. Unless the Board of Directors otherwise provides, each committee designated by the Board of Directors may make, alter and repeal rules for the conduct of its business. In the absence of such rules each committee shall conduct its business in the same manner as the Board of Directors conducts its business pursuant to Article III of these Bylaws.

ARTICLE V. OFFICERS

SECTION 1. Number. The officers of the corporation shall consist of a President, a Secretary and a Treasurer, as well as such other officers as may from time to time be designated by the Board of Directors. The President shall be the chief executive officer and chief administrator of the corporation, and in the President's absence, disability, or resignation or removal from office, the President shall be succeeded in office by the Vice-President, who shall administer the affairs of the corporation until a successor to the President is elected or until the President resumes his duties of office, whichever the case may be. The Secretary shall keep the records of the corporation and the shareholders, along with the minutes of the meetings of the stockholders and directors, and the Treasurer shall be responsible for the funds and general financial affairs of the corporation. Such officers as deemed necessary, but never less officers than President and Secretary, shall be elected by the Board of Directors and shall serve for a term of one year, or until their successors are duly elected and qualified. Any number of offices may be held by the same person.

SECTION 2. Election and Term of Office. The officers of the corporation shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of the shareholders. If the election of officers is not held at such meeting, such election shall be held as soon thereafter as is reasonably practical. Each officer shall hold office until his or her successor is duly elected and qualified, or until death, resignation or removal from office in the manner provided herein.

SECTION 3. Removal. Any officer or agent of the corporation may be removed by the

Board of Directors, with or without cause, whenever in its judgment the best interest of the corporation will be served thereby, but such removal shall be without prejudice to the contractual rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create any contractual rights whatsoever.

SECTION 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

SECTION 5. President. The President shall be the chief executive officer of the corporation and, subject to the control of the Board of Directors, shall generally supervise and control all of the business and affairs of the corporation. The President shall, when present, preside at all meetings of the shareholders and the Board of Directors. The President shall be authorized to sign, with or without the Secretary or any other proper officer of the corporation thereunto authorized by the Board of Directors, certificates for shares of the corporation, and any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the corporation, or shall be required by applicable law to be otherwise signed or executed; and in general the President shall perform all duties normally performed by presidents of like companies, along with such other duties as may be prescribed from time to time by the Board of Directors.

SECTION 6. Vice-President. In the absence of the President or in event of the President's death, incapacity, resignation or other inability or refusal to act, the Vice President, if a Vice-President has been elected shall perform the duties of the President, and when so acting shall have all the powers of, and shall be subject to all the restrictions upon the President. The Vice President, if a Vice President has been elected, shall perform all duties normally performed by vice presidents of like companies, along with such other duties as from time to time may be assigned to the Vice President by the President or by the Board of Directors.

SECTION 7. Secretary. The Secretary shall: (a) keep the minutes of the proceedings of the shareholders and the Board of Directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws and as otherwise required by applicable law; (c) serve as custodian of the corporate records and of the seal the corporation, if any; (d) keep a register of the post office address of each shareholder which shall be furnished to the Secretary by such shareholder; (e) sign with the President certificates for shares of the corporation, the issuance of which shall have been authorized by resolution of the Board of Directors; (f) have general charge of the stock transfer books of the corporation; and (g) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary by the President or the Board of Directors.

SECTION 8. Treasurer. The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the corporation, as well as its general financial affairs; (b) receive and give receipts for moneys due and payable to the corporation from any source

whatsoever, and deposit all such moneys in the name of the corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of these Bylaws; and (c) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to the Treasurer by the President or the Board of Directors. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board of Directors shall determine.

SECTION 9. Salaries. The salaries of the officers shall be fixed from time to time by the Board of Directors, and no officer shall be prevented from receiving such salary by reason of the fact that such officer is also a director of the corporation.

ARTICLE VI. CONTRACTS, LOANS, CHECKS AND DEPOSITS

SECTION 1. Contracts. The Board of Directors may authorize any officer or officers or agent or agents to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances. The President or Vice President shall have the authority to enter into contracts in the ordinary and customary course of the corporation's business in the name of and on behalf of the corporation, but shall have no such authority with respect to any contract outside the ordinary and customary course of the corporation's business in the absence of due authorization by proper resolution of the Board of Directors.

SECTION 2. Loans. No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

SECTION 3. Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers or agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

SECTION 4. Deposits. All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select.

ARTICLE VII. CERTIFICATES FOR SHARES AND THE TRANSFER THEREOF

SECTION 1. Certificates for Shares. Certificates representing shares of stock in the corporation shall be in such form as shall be determined by the Board of Directors. Such certificates shall be signed by the President and by the Secretary or by such other officers authorized by applicable law and by the Board of Directors and sealed with the corporate seal, if any. All certificates for shares shall be consecutively numbered or otherwise identified. The name of the person to whom the shares represented thereby are issued, with the number of shares and date of issue, shall be entered on the stock transfer books of the corporation. All certificates

surrendered to the corporation for transfer shall be cancelled and no new certificate shall be issued until the former certificate for a like number of shares shall have been surrendered and cancelled, except that in case of a lost, destroyed or mutilated certificate a new certificate may be issued therefor upon such terms and indemnity to the corporation as these Bylaws and the Board of Directors may prescribe.

SECTION 2. Transfer of Shares. Transfer of shares of stock in the corporation shall be made only on the stock transfer books of the corporation by the holder of record thereof or by his legal representative, who shall furnish proper evidence of authority to transfer, or by the holder's attorney thereunto authorized by power of attorney duly executed and filed with the Secretary of the corporation, and only upon the surrender for cancellation of the certificate for such shares. The person in whose name shares stand on the books of the corporation shall be deemed by the corporation to be the owner thereof for all purposes.

SECTION 3. Lost, Destroyed or Mutilated Stock Certificates; Issuance of New Certificates. The corporation may issue a new certificate of stock in the place of any certificate theretofore issued by it which is alleged to have been lost, destroyed or mutilated, and the corporation may require the owner thereof, or his or her legal representative, to give the corporation a bond sufficient to indemnify the corporation against any claim that may be made against the corporation on account of the alleged loss, destruction or mutilation of any such certificate or the issuance of such new certificate.

ARTICLE VIII. INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS

SECTION 1. Right to Indemnification. (a) Each person (including here and hereinafter, the heirs, executors, administrators, and estate of such person) (1) who is or was a director or officer of the corporation, (2) who is or was an employee or agent of the corporation other than an officer and to whom the corporation has specifically and expressly agreed in writing to provide indemnification, (3) who is or was serving at the request of the corporation as a director, officer, or partner of another corporation, partnership, joint venture, trust or other enterprise or (4) who is or was serving at the request of the corporation as an employee, agent or representative of another corporation, partnership, joint venture, trust or other enterprise and to whom the corporation has specifically and expressly agreed in writing to provide indemnification shall be indemnified by the corporation as of right to the fullest extent permitted or authorized by the Arkansas Business corporation Act of 1987 (sometimes referred to herein as the "1987 Act") or subsequent legislation (but in the case of any such subsequent legislation, only to the extent that it permits the corporation to provide broader indemnification rights than permitted prior to such legislation), against any liability or expense awarded or assessed against such person or incurred by such person or paid or to be paid by such person in settlement thereof, in such person's capacity as such director, officer, employee or agent or arising out of his status as such director, officer, employee, or agent, including expenses and amounts paid by such person in settlement of any proceeding asserted or brought against such person by or in the right of any person, including the corporation, in any such capacity or arising out of his status as such. Each director, officer, employee, or agent of the corporation to whom indemnification rights under this Article have been or may be granted is referred to herein as an "Indemnified Person."

(b) The Board of Directors may, upon approval of such director, officer, employee, or agent of the corporation, authorize the corporation's counsel to represent such person in any proceeding, whether or not the corporation is a party to such proceeding.

(c) Notwithstanding the foregoing, except as specified in Section 3 of this Article, the corporation shall indemnify an Indemnified Person in connection with a proceeding (or part thereof) initiated by such Indemnified Person only if authorization for such proceeding (or part thereof) was not denied by the Board of Directors of the corporation prior to sixty (60) days after receipt by the corporation of written notice thereof from such person.

SECTION 2. Advancement of Expenses. Costs, charges and expenses incurred by an Indemnified Person described in clauses "1" and "3" of Section 1 of this Article in defending a proceeding shall be paid by the corporation to the fullest extent permitted or authorized by the 1987 Act or subsequent legislation (but in the case of any such subsequent legislation, only to the extent that it permits the corporation to provide broader rights to advance costs, charges and expenses than permitted prior to such legislation) in advance of the final disposition of such proceeding, within fourteen (14) days after the receipt by the corporation of a written statement from the person seeking such advance requesting such an advancement together with an undertaking, if required by law at the time of such advance, by or on behalf of the person seeking such advance, to repay all amounts so advanced in the event that it shall ultimately be determined that such person is not entitled to be indemnified by the corporation as authorized in this Article. In the case of Indemnified Persons described in clauses "2" and "4" of Section 1 of this Article, advancements of costs, charges and expenses may be made upon such terms and conditions as the Board of Directors deems appropriate.

SECTION 3. Procedure for Indemnification and Obtaining Advancement of Expenses. Any indemnification for liabilities and expenses or advancement of expenses under this Article shall be made promptly, and, in the case of indemnification, in any event within sixty (60) days of receipt by the corporation of the written request of the Indemnified Person, or, in the case of advancement of expenses, as set forth in Section 2 of this Article. If the corporation denies such request in whole or in part or if no disposition thereof is made within the applicable time limit or if the corporation otherwise fails to provide indemnification or advancement as provided for in this Article, and despite any contrary determination by or on behalf of the corporation in the specific case, the Indemnified Person may enforce his or her right to indemnification or advancement, or both, in an appropriate proceeding brought in a court of competent jurisdiction and shall be entitled to such indemnification or advancement, or both, as the court by order shall direct. Such person's reasonable expenses in obtaining court-ordered indemnification or advancement shall be reimbursed by the corporation. No such contrary determination by or on behalf of the corporation shall be a defense to such proceeding or create a presumption that the claimant has not met the applicable standard of conduct, if any, for indemnification or for an advancement pursuant to Section 1 or Section 2 of this Article. It shall be a defense to any such action that the claimant has not met the applicable standard of conduct, if any, pursuant to Section 1 or Section 2 of this Article.

SECTION 4. Other Rights; Continuation of Right to Indemnification and Advancements. The rights to indemnification and rights to advancements provided by this Article shall not be deemed exclusive of any other or further rights to which a person seeking

indemnification or advancements may be entitled under any law (common or statutory), agreement, vote of shareholders or disinterested directors or otherwise, either as to action taken or omitted to be taken in such person's official capacity or as to action taken or omitted to be taken in another capacity while holding office or while employed by or acting as agent for the corporation, and shall continue as to an Indemnified Person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person. All rights to indemnification and to advancements of expenses under this Article shall be deemed to be a contract between the corporation and all Indemnified Persons. Any repeal or modification of this Article or any repeal or modification of relevant provisions of the 1987 Act or any other applicable law shall not in any way diminish any right to indemnification or to advancement of expenses of an Indemnified Person or the obligations of the corporation arising hereunder for claims relating to matters occurring prior to such repeal or modification.

SECTION 5. Insurance and Other Arrangements. The corporation may maintain insurance, at its expense, to protect itself and/or any person who is or was or has agreed to become a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another company, partnership, joint venture, trust or other enterprise against any liability asserted against such person or incurred by such person or on his or her behalf in any such capacity, or arising out of such person's status as such, whether or not the corporation has the obligation or would have the legal power to directly indemnify such person against such liability. The corporation may also obtain a letter of credit, act as self-insurer, create a reserve, trust, escrow, cash collateral or other fund or account, enter into indemnification agreements, pledge or grant a security interest in any assets or properties of the corporation, or use any other mechanism or arrangement whatsoever in such amounts, at such costs, and upon such other terms and conditions as the Board of Directors shall deem appropriate for the protection of any or all such persons.

SECTION 6. Separability. If this Article or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the corporation shall nevertheless indemnify each Indemnified Person, as to liabilities and expenses, and amounts paid or to be paid in settlement with respect to any proceeding, including an action by or in the right of the corporation, to the fullest extent permitted by any applicable portion of this Article that shall not have been invalidated and to the fullest extent permitted by applicable law.

SECTION 7. Terms. For purposes of this Article and in each case without limiting the generality thereof, the term "other enterprises" includes employee benefit plans; the term "expenses" includes reasonable counsel fees; the term "liability" includes obligations to pay a judgment, settlement, penalty, fine (including an excise tax assessed on a person with respect to any employee benefit plan), and expenses actually and reasonably incurred with respect to a proceeding; and the term "proceeding" includes any threatened, pending, or completed action, suit, or other type of proceeding, whether civil, criminal, administrative, or investigative.

ARTICLE IX. DIRECT REPORTING TO BOARD OF DIRECTORS

For so long as the corporation maintains one or more licenses for child care issued by the State of Arkansas or any other governmental agency, the corporation shall maintain in place a policy that requires the employee, supervisor, administrator or director, whether directly employed by the corporation or serving as an independent contractor, designated or acting as the administrator or director of any child care facility operated by the corporation to directly report any incidents that give rise to a deficiency in meeting the applicable laws, rules or regulations regarding the operation of such facility to the members of the Board of Directors simultaneously with giving notice of the same to the officer or other supervisor or manager to whom they would otherwise be required to report such incident to.

ARTICLE X. MISCELLANEOUS PROVISIONS

SECTION 1. Fiscal Year. The fiscal year of the corporation shall be the same as the fiscal year utilized by the corporation for federal income tax reporting purposes.

SECTION 2. Dividends. The Board of Directors may from time to time declare, and the corporation may pay, dividends on its outstanding shares in the manner and upon the terms and conditions provided by applicable law and the Articles of Incorporation.

SECTION 3. Waiver of Notice. Any written waiver of notice, signed by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, unless the person at the beginning of the meeting objects to holding the meeting or transacting business at the meeting. In addition, attendance of a person at a meeting shall constitute a waiver of objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the person objects to considering the matter when it is presented. All waivers of notice shall be filed with the minutes of the meeting.

SECTION 4. Inspection of Bylaws. A copy of these Bylaws, with all amendments thereto, shall at all times be kept in a convenient place at the principal office of the corporation, and shall be open for inspection to all shareholders during normal business hours.

SECTION 5. Interested Directors; Quorum. No contract or transaction between the corporation and one or more of its directors or officers, or between the corporation and any other corporation, partnership, association, or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because such person's votes are counted for such purposes, if: (1) the material facts regarding such person's relationship or interest in the contract or transaction are disclosed or known to the Board of Directors or the committee, and the Board or committee in good faith authorizes the contract or transaction by the affirmative vote of a majority of the disinterested directors, even though the number of disinterested directors constitute less than a quorum; provided, however, that the contract or transaction may not be authorized, approved, or ratified by a single director; or (2) the material facts as to such person's relationship or interest in the contract or transaction are disclosed or are known to the shareholders entitled to vote thereon,

and the contract or transaction is specifically approved in good faith by a vote of the shareholders; or (3) the contract or transaction is fair to the corporation. If a majority of the disinterested directors vote to authorize, approve, or ratify the contract or transaction, a quorum shall be deemed present for purpose of taking action under this Section 6. If the contract or the transaction is approved by shareholders, the shares owned by or voted under the control of an interested director or an interested corporation, partnership, association, or other organization in which one or more of the corporation's directors or officers are directors or officers, or have a financial interest, shall not be counted in the vote of shareholders. The vote of such shares, however, shall be counted in determining whether the transaction or contract is approved under the Articles of Incorporation or the Arkansas Business Corporation Act of 1987. A majority of the shares that are entitled to be counted in a vote on the transaction or contract under this Section 6 constitutes a quorum for the purpose of taking action under this Section 6.

SECTION 6. Form of Records. Any records maintained by the corporation in the regular course of its business, including a stock ledger, books of account, and minute books, may be kept on, or be in the form of, punch cards, magnetic tape, photographs, microphotographs, or any other information storage device, provided that the records so kept can be converted into clearly legible form within a reasonable time. The corporation shall so convert any records so kept upon the request of any person entitled to inspect the same.

SECTION 7. Amendments of Bylaws. Subject to the laws of the State of Arkansas and the provisions of the Articles of Incorporation, these Bylaws may be altered, amended or repealed at any regular meeting of shareholders (or at any special meeting thereof duly called for that purpose) by a vote of the shareholders in accordance with Article II, provided that in the notice of such meeting, notice of such purpose shall be given. Subject to the laws of the State of Arkansas, the Articles of Incorporation and these Bylaws, the Board of Directors may by a majority vote of the entire Board of Directors amend these Bylaws, or waive any provisions hereof, or enact such other Bylaws as in their judgment may be advisable for the regulation of the conduct of the affairs of the corporation.

The foregoing bylaws were adopted by the Board of Directors of the corporation effective July 28, 2006.

/s/ J. Mack Nunn
SECRETARY

Exhibit 3.31

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ARTICLES OF ORGANIZATION
OF
CHILDRENS MEDICAL TRANSPORTATION SERVICES, LLC

The undersigned as organizer hereby adopts the following Articles of Organization and forms this limited liability company in accordance with the Small Business Entity Tax Pass Through Act, Act 1003 of 1993.

1. Name. The name of the limited liability company shall be **Childrens Medical Transportation Services, LLC.**

2. Registered Office and Agent. The agent for service of process shall be G. S. Brant Perkins. The address of the agent and the registered office of the limited liability company is 624 South Main Street - Suite 101, Jonesboro, Arkansas 72401.

3. Management. The affairs of the limited liability company shall be managed by the Members.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Organization this 10th day of January, 2002.

/s/ G. S. Brant Perkins
G. S. Brant Perkins, Organizer

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CHANGE OF REGISTERED AGENT
AND
ADDRESS OF REGISTERED OFFICE
OF
CHILDRENS MEDICAL TRANSPORTATION SERVICES, LLC

NO. CP- 207971

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Come the members of Childrens Medical Transportation Services, LLC, who have executed this Change of Registered Agent and Address of Registered Office and state as follows:

1. The name of the limited liability company is **Childrens Medical Transportation Services, LLC.**

2. That the current registered agent of the limited liability company is G. S. Brant Perkins and the current address of the registered agent is 624 South Main Street - Suite 101, Jonesboro, Arkansas 72401.

3. The current registered agent is to be changed to Michael Prince.

4. The address of the registered agent and registered office is to be changed to 800 South Church Street, Jonesboro, Arkansas 72401.

5. That the Successor Registered Agent, Michael Prince, hereby accepts appointment as Registered Agent for Childrens Medical Transportation Services, LLC.

In witness whereof, the undersigned have executed this Change of Registered Agent and Address of Registered Office on this 23rd day of January, 2002.

/s/ G. S. Brant Perkins
G. S. Brant Perkins, Member and Registered Agent

/s/ Michael Prince
Michael Prince, Successor Registered Agent

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Arkansas Secretary of State - Document No.: 6044100002 - Date Filed: 08-09-2006 10:41 AM - Total Pages: 1

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Arkansas Secretary of State

[SEAL]

State Capitol • Little Rock, Arkansas 72201-1094

Charlie Daniels

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NOTICE OF CHANGE OF REGISTERED OFFICE OR REGISTERED AGENT, OR BOTH

MARK ENTITY TYPE

☐ Corporation-Profit	☐ General Partnership	☐ Limited Liability Limited Partnership
☐ Corporation-Non Profit	☐ Limited Partnership	
☒ Limited Liability Company	☐ Limited Liability Partnership	

Pursuant to the Laws of the State of Arkansas, the undersigned submits the following statement for the purpose of changing its registered office or its registered agent, or both in the State of Arkansas. If this statement reflects a change of registered office, this form must be accompanied by notice of such change to any and all applicable entities.

1. Name of corporation: CHILDREN'S MEDICAL TRANSPORTATION SERVICES, LLC

2. Is the entity: ☒ Domestic or ☐ Foreign Name of Tax Contact: J. Mack Nunn
1705 Capital of Texas Hwy South, Ste 400
Austin, TX 78746

3. Street address of registered office changing from: 800 South Church Street
Street Address

Jonesboro, AR 72401
City, State, Zip

4. Street address to which registered office changing: 425 W. Capitol Ave., Suite 1700
Street Address

Little Rock, AR 72201
City, State, Zip
(The address of the registered office and the business address of the registered agent must be identical.)

5. Name of registered agent changing from: Michael Prince To: The Corporation Company

I, THE CORPORATION COMPANY hereby consent to serve as registered agent for this entity.

/s/ John J. Linnihan, Asst Sec
Successor Agent

A letter of consent from successor agent may be substituted in lieu of this signature.

A copy bearing the file marks of the Secretary of State shall be returned.

If this entity is a corporation governed by Act 576 of 1965 such change must be filed with the County Clerk of the County in which its registered office is located, unless the registered office is located in Pulaski County, in which event no filing with the County Clerk is required.

I understand that knowingly signing a false document with the intent to file with the Arkansas Secretary of State is a Class C misdemeanor and is punishable by a fine up to $100.00 and/or imprisonment up to 30 days.

/s/ J. Mack Nunn, Secretary
Signature and Title of Authorized Officer

Dated: 7/29/06

Fee For Corporation or Limited Liability Company - $25.00
Fee For General Partnership, Limited Partnership, Limited Liability Partnership or Limited Liability Limited Partnership • $15.00

DO-3/DN-04/F-06/ "ALL" Rev. 4/08

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Arkansas Secretary of State

[SEAL]

Charlie Daniels

State Capitol • Little Rock, Arkansas 72201-1094
501-682-3409 • www.sos.arkansas.gov

INSTRUCTIONS: File with the Secretary of State's Office, Business Services Division, State Capitol, Little Rock, Arkansas 72201 -1094. A copy will be returned to the entity and must be filed with the County Clerk in the county in which the entity's registered office is located (unless registered office is in Pulaski County).

APPLICATION FOR FICTITIOUS NAME

Select entity type:

- ☐ For-Profit Corporation ($25.00 fee)
- ☐ General Partnership
- ☒ LLC ($25.00 fee)
- ☐ LLLP ($15.00 fee)
- ☐ Nonprofit Corporation
- ☐ Limited Partnership ($15.00 fee)
- ☐ LLP ($15.00 fee)

Pursuant to the provisions of Arkansas law, the undersigned entity hereby applies for the use of a fictitious name and submits herewith the following statement:

1. The fictitious name under which the business is being, or will be, conducted by this entity is:

ASCENT

2. The character of the business being, or to be, conducted under such fictitious name is:

Medical, behavioral, nutritional, physical, occupational, and audiology services for children.

3. a) The entity name of the applicant and its date of qualification in Arkansas:

Children's Medical Transportation Services, LLC

b) The entity is ☒ domestic ☐ foreign (state of domestic registration)

c) The location (city and street address) of the registered office of the applicant entity in Arkansas is:

425 W. Capitol Ave., Suite 1700, Little Rock, Arkansas 72201

Street City State ZIP Code

I understand that knowingly signing a false document with the intent to file with the Arkansas Secretary of State is a Class C misdemeanor and is punishable by a fine up to $100.00 and/or imprisonment up to 30 days.

Authorizing Officer: J. MACK NUNN
(Type or Print)

Authorized Signature: J. MACK NUNN Title: Secretary
(Chairman, Partner or other authorized person)

Address: 1701 Capitol of Texas Highway South, Ste 400, Austin, TX 78746

Fee: see top of page **DN-1B/F-1 8/Rev. 4/06**

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Arkansas Secretary of State

[SEAL]

Charlie Daniels

State Capitol • Little Rock, Arkansas 72201-1094
501-682-3409 • www.sos.arkansas.gov

INSTRUCTIONS: File with the Secretary of State's Office, Business Services Division, State Capitol, Little Rock, Arkansas 72201-1094. A copy will be returned to the entity and must be filed with the County Clerk in the county in which the entity's registered office is located (unless registered office is in Pulaski County).

APPLICATION FOR FICTITIOUS NAME

Select entity type:

- ☐ For-Profit Corporation ($25.00 fee)
- ☐ General Partnership
- ☒ LLC ($25.00 fee)
- ☐ LLLP ($15.00 fee)
- ☐ Nonprofit Corporation
- ☐ Limited Partnership ($15.00 fee)
- ☐ LLP ($15.00 fee)

Pursuant to the provisions of Arkansas law, the undersigned entity hereby applies for the use of a fictitious name and submits herewith the following statement:

1. The fictitious name under which the business is being, or will be, conducted by this entity is:

ASCENT CHILDREN'S HEALTH SERVICES

2. The character of the business being, or to be, conducted under such fictitious name is:

Medical, behavioral, nutritional, physical, occupational, and audiology services for children.

3. a) The entity name of the applicant and its date of qualification in Arkansas:

Children's Medical Transportation Services, LLC

b) The entity is ☒ domestic ☐ foreign (state of domestic registration)

c) The location (city and street address) of the registered office of the applicant entity in Arkansas is:

425 W. Capitol Ave., Suite 1700, Little Rock, Arkansas 72201
Street City State ZIP Code

I understand that knowingly signing a false document with the intent to fie with the Arkansas Secretary of State is a Class C misdemeanor and is punishable by a fine up to $100.00 and/or imprisonment up to 30 days.

Authorizing Officer: J. MACK NUNN
(Type or Print)

Authorized Signature: J. MACK NUNN Title: Secretary
(Chairman, Partner or other authorized person)

Address: 1701 Capitol of Texas Highway South, Ste 400, Austin, TX 78746

Fee: see top of page **DN-18/F-1 8/Rev. 4/06**

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Arkansas Secretary of State

[SEAL] **Charlie Daniels**

State Capitol Ÿ Little Rock, Arkansas 72201-1094
501-682-3409 Ÿ www.sos.arkansas.gov

Business & Commercial Services, 250 Victory Building, 1401 W. Capitol, Little Rock

NOTICE OF CHANGE OF COMMERCIAL REGISTERED AGENT INFORMATION
(PLEASE TYPE OR PRINT CLEARLY IN INK)

1. a. Current Name of Commercial Registered Agent: The Corporation Company

   b. New name of Commercial Registered Agent: The Corporation Company

2. a. Current address on file: 425 West Capitol Avenue
   Street Address

   Suite 1700 Little Rock, AR 72201
   Street Address Line 2 City, State Zip

   b. New address: 124 West Capitol Avenue
   Street Address

   Suite 1400 Little Rock, AR 72201-3736
   Street Address Line 2 City, State Zip

3. a. Jurisdiction / type of organization: Business Corporation

   b. New jurisdiction / new type of organization: _____

4. Attach a listing of ALL entities effected by the above change(s).

A commercial registered agent shall promptly furnish each entity it represents with notice of the filing of a statement of change.

I understand that knowingly signing a false document with the intent to file with the Arkansas Secretary of State is a Class C misdemeanor and is punishable by a fine up to $100.00 and/or imprisonment up to 30 days.

Executed this 27th day of December, 2007.

/s/ Marie Hauer, Asst. Secy.
Signature and Title of Authorized Individual

Marie Hauer
Printed Name of Authorized Individual

NO FEE

CRA-CF Rev. 08/07

CERTIFIED COPY

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Arkansas Secretary of State

[SEAL] **Charlie Daniels**

State Capitol Ÿ Little Rock, Arkansas 72201-1094
501-682-3409 Ÿ www.sos.arkansas.gov

Business & Commercial Services, 250 Victory Building, 1401 W. Capitol, Little Rock

NOTICE OF CHANGE OF COMMERCIAL REGISTERED AGENT INFORMATION
(PLEASE TYPE OR PRINT CLEARLY IN INK)

1. a. Current Name of Commercial Registered Agent: THE CORPORATION COMPANY

   b. New name of Commercial Registered Agent: THE CORPORATION COMPANY

2. a. Current address on file: 124 West Capitol Avenue
   Street Address

   Suite 1400 Little Rock, AR 72201-3736
   Street Address Line 2 City, State Zip

   b. New address: 124 West Capitol Avenue
   Street Address

   Suite 1900 Little Rock, AR 72201
   Street Address Line 2 City, State Zip

3. a. Jurisdiction / type of organization: BUSINESS CORPORATION

   b. New jurisdiction / new type of organization:_____

4. Attach a listing of ALL entities effected by the above change(s).

A commercial registered agent shall promptly furnish each entity it represents with notice of the filing of a statement of change.

I understand that knowingly signing a false document with the intent to file with the Arkansas Secretary of State is a Class C misdemeanor and is punishable by a fine up to $100.00 and/or imprisonment up to 30 days.

Executed this 28th day of April, 2008.

/s/ Marie Hauer, Asst. Secy
Signature and Title of Authorized Individual

Marie Hauer
Printed Name of Authorized Individual

NO FEE

CRA-CF Rev. 08/07

CERTIFIED COPY

AMENDED AND RESTATED
OPERATING AGREEMENT
OF
CHILDRENS MEDICAL TRANSPORTATION SERVICES, LLC
(Effective November 1, 2006)

The undersigned, being the sole Member of CHILDRENS MEDICAL TRANSPORTATION SERVICES, LLC, does hereby amend and restate the Operating Agreement pursuant to Paragraph 16.03 of Agreement to read hereinafter as follows:

"THIS OPERATING AGREEMENT of CHILDRENS MEDICAL TRANSPORTATION SERVICES, LLC (the "Company"), a limited liability company organized pursuant to the laws of the State of Arkansas, and particularly Act 1003 of 1993 of the Arkansas General Assembly, formed on May 8, 2002 and first amended on July 19, 2006, is amended and restated effective as of November 1, 2006.

W I T N E S S E T H:

WHEREAS, the Company was formed on January 14, 2002 upon the filing of its original Articles of Organization with the Arkansas Secretary of State; and

WHEREAS, the Members executed the First Amendment to the Operating Agreement on June 14, 2006; and

WHEREAS, Jane Prince and Mike Prince conveyed their respective interests to Ascent Acquisition Corporation ("New Member") on July 19, 2006; and

WHEREAS, the New Member simultaneously executed the Second Amendment (inadvertently referred to as the First Amendment) to the Operating Agreement on July 19, 2006; and

WHEREAS, the New Member desires to amend and entirely restate the Operating Agreement and to consolidate all of its provisions in one document.

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

For purposes of this Agreement, the capitalized terms used herein shall have the following meanings, unless the context otherwise specifically requires:

1.1. **“Act”** shall mean and refer to Act 1003 of 1993 of the Arkansas General Assembly (ARK. CODE ANN. § 4-32-101 et seq.), as amended.

1.2. **“Agreement”** shall mean and refer to this Operating Agreement, and all amendments hereto.

1.3. **“Arkansas Code Annotated” and “ARK. CODE ANN.”** shall mean and refer to the official compilation of the statutes, codes and session laws of the State of Arkansas of a public and general nature, as now existing and as amended hereafter, or any successor law. Likewise, any references to specific sections of the Arkansas Code Annotated shall include any subsequent amendments thereto or substitutions therefor.

1.4. **“Articles of Organization”** shall mean and refer to the Articles of Organization of the Company filed with the Arkansas Secretary of State, as properly amended from time to time by the Members.

1.5. **“Assignee”** shall mean and refer to a transferee of a Membership Interest who has not been admitted as a Member.

1.6. **“Business Day”** shall mean and refer to any day other than a Saturday, Sunday or legal holiday observed in the State of Arkansas.

1.7. **“Code”** shall mean and refer to the Internal Revenue Code of 1986, as amended, or any successor federal laws, and shall also include the Treasury regulations promulgated thereunder. Likewise, any references to specific sections of the Code shall include any subsequent amendments thereto or substitutions therefor.

1.8. **“Company”** shall mean and refer to CHILDREN’S MEDICAL TRANSPORTATION SERVICES, LLC, the Arkansas limited liability company formed pursuant to the Articles of Organization and this Agreement.

1.9. **“Disposition”** (“Dispose”) shall mean and refer to any sale, exchange, assignment, gift, bequest, distribution, mortgage, pledge, grant, hypothecation or other transfer, either voluntarily or involuntarily, by judicial order, operation of law or otherwise.

1.10. **“Dissociated Member”** shall mean and refer to any Member who ceases to be a Member in the Company by reason of the occurrence of an Event of Dissociation with respect to such Member.

1.11. **“Dissociation” or “Event of Dissociation”** shall mean and refer to any event or other action that causes a Member to cease to be a Member as provided herein.

1.12. **“Event of Dissolution”** shall mean and refer to any event, the occurrence of which will result in the dissolution of the Company as provided in this Agreement, unless the Members agree to the contrary in the manner set forth herein.

1.13. **“Effective Date”** shall mean and refer to the later of (a) the date on which the Articles of Organization are filed with and accepted by the Arkansas Secretary of State, or (b) the effective date, if any, indicated in the Articles of Organization. This Agreement shall become effective as of such Effective Date.

1.14. **“Fair Market Value”** shall mean and refer to the price at which the property would change hands between a willing buyer and willing seller, neither under any compulsion to buy or sell, and both having reasonable knowledge of the relevant facts. The Fair Market Value of a Membership Interest shall be determined taking into account all factors relevant for determining under §§2031 and 2512 of the Code the fair market value of a closely-held interest having the rights and restrictions provided under this Agreement and applicable Arkansas law including, but not limited to, the restrictions upon withdrawal before the end of the term of the Company. In the event it becomes necessary to determine the Fair Market Value of any property (including an ownership interest in the Company) the Fair Market Value of the property shall be determined by agreement of the parties involved, or in the absence of such agreement, by an individual appraiser or appraisal firm mutually acceptable to such parties. In the event the parties involved are unable to agree on the individual appraiser or firm to perform the valuation, each party shall select an appraiser, and such appraisers shall first attempt to jointly determine the Fair Market Value of the property (including an ownership interest in the Company) by mutual agreement, but if they are unable to agree on such valuation, such appraisers shall select a third appraiser, and the Fair Market Value shall be determined by the average of the two (2) closest appraisals. Any valuation so determined shall be binding and conclusive on the parties absent manifest error. The cost of any such appraisal(s) shall be borne, in the case of a valuation of a Membership Interest, equally by the seller and the purchaser, and in the case of a valuation of any Company property, equally by each individual Member or group of Members having conflicting interests in such appraisal.

1.15. **“Majority in Interest of the Members”** shall mean and refer to any Member (or group of Members), whose Sharing Ratio(s) exceed(s) fifty percent (50%), individually or in the aggregate.

1.16. **“Majority in Interest of the Remaining Members”** shall mean and refer to any Remaining Member (or group of Remaining Members) whose Sharing Ratio(s) exceed(s) fifty percent (50%) of the Sharing Ratios of all Remaining Members, individually or in the aggregate.

1.17. **“Manager or Managers”** shall mean the person(s) or entity selected to manage the affairs of the Company under the Agreement.

1.18. **“Members”** shall mean and refer to the persons, trusts or entities listed as such on Exhibit A hereto, and such other persons, trusts or entities hereafter admitted to the Company as Members in accordance with the terms of this Agreement. The term “Member” shall mean and refer to any of the Members, individually.

1.19. **“Membership Interest”** shall mean and refer to a Member’s ownership interest and rights in the Company as a Member. Membership Interests may be represented by units which are evidenced by certificates of interest.

1.20. **“Net Income” and “Net Loss”** for any period shall mean and refer to the Company’s income or loss as determined for such period for federal income tax reporting purposes, plus any income exempt from federal income tax, and reduced by any expenditures that are neither deductible nor chargeable to a capital account for federal income tax purposes.

1.21. **“Non-Fully Funding Member”** shall mean and refer to any Member that fails to fully fund such Member’s pro rata share of any call for additional capital by the Company as set forth herein.

1.22. **“Remaining Members”** shall mean and refer to the Members who would be remaining after the occurrence of an Event of Dissociation with respect to another Member or Members. The term “Remaining Member” shall mean and refer to any of the Remaining Members, individually.

1.23. **“Sharing Ratio”** shall mean and refer to each respective Member’s ownership interest in the Company expressed as a percentage. If the Membership Interests are represented by units, the Sharing Ratio shall be determined by dividing (a) the number of units owned by the Member by (b) the total number of units issued and outstanding. The Sharing Ratio for each Member is set forth opposite such Member’s name on Exhibit A hereto.

ARTICLE II
ORGANIZATION

2.1. **Formation.** The Members hereby organize the Company as a limited liability company pursuant to the terms of this Agreement, the provisions of the Act, and other applicable laws of the State of Arkansas.

2.2. **Articles of Organization.** The Articles of Organization are hereby ratified and confirmed in all respects as the Articles of Organization of the Company.

2.3. **Name.** The name of the Company shall be CHILDRENS MEDICAL TRANSPORTATION SERVICES, LLC, and all business of the Company shall be conducted under this name and/or such other names approved in writing by a Majority in Interest of the Members.

The name of the Company may be changed from time to time by the affirmative vote of a Majority in Interest of the Members.

2.4. **Purpose.** The primary purpose of the Company is to provide transportation services to medical clinics, hospitals and other institutions. The Company may also engage in any other lawful business or activity incidental to its primary purpose or as approved by a Majority in Interest of the Members.

2.5. **Powers.** The Company shall have all the powers conferred by applicable law upon limited liability companies, including the power and authority to do all things necessary or convenient to accomplish its purposes and to operate its business in any lawful manner.

2.6. **Registered Agent and Office.** The registered agent shall be The Corporation Company as shall be as set forth in the Articles of Organization. The registered agent and/or registered office of the Company may be changed from time to time by the affirmative vote of a Majority in Interest of the Members, and any such change shall be promptly reflected in an appropriate filing with the Arkansas Secretary of State. In the event the registered agent becomes unable or unwilling to serve as registered agent, and/or the registered office of the Company changes, the Members shall promptly designate a successor registered agent and/or registered office, as the case may be, and shall promptly reflect such change of registered agent and/or office through an appropriate filing with the Arkansas Secretary of State.

2.7. **Principal Office.** The principal office of the Company shall be located at 425 West Capitol Avenue, Suite 1700, Little Rock, Arkansas 72201, or at such other place approved from time to time by a Majority in Interest of the Members.

2.8. **Operating Agreement.** The Members hereby adopt this Agreement, as it may from time to time be amended according to its terms, as the Operating Agreement of the Company. In the event any terms of this Agreement conflict with the provisions of the Act, the terms of this Agreement shall govern and control, to the extent permissible under the Act. To the extent any provision of this Agreement is prohibited or ineffective under the Act, this Agreement shall be considered amended to the smallest degree possible in order to make such provision effective under the Act.

ARTICLE III
TERM

The Company shall be dissolved and its affairs wound up in accordance with the Act and this Agreement on December 31, 2040, unless such term shall be extended by amendment to this Agreement, or unless the Company shall be sooner dissolved and its affairs wound up in accordance with the Act and this Agreement (hereinafter sometimes referred to herein as the “Term”).

ARTICLE IV
RIGHTS, OBLIGATIONS AND DUTIES OF MEMBERS

4.1. **Voting.** All Members (not including Assignees and Dissociated Members) shall be entitled to vole on any matter submitted to a vote of the Members. Voting rights shall be in accordance with the respective Sharing Ratios of the Members entitled to vote (i.e., in the event units are issued, voting rights shall be based upon the number of units owned by each Member). If a trust is a Member, then unless otherwise provided in such trust agreement, the trustee of such trust shall be entitled to vote on behalf of such trust; provided, if such trust has more than one trustee, then such vote shall be determined by a majority of the trustees of such trust.

4.2. **Majority Approval.** Whenever any matter is required or allowed to be approved by the Members under the Act or this Agreement, except as otherwise provided herein, such matter shall be considered approved or consented to upon the receipt of the affirmative approval or consent, either in writing or at a meeting of the Members, of a Majority in Interest of the Members. Assignees shall not be entitled to vote on any matter relating to the Company unless and until admitted as a Member.

4.3. **Unanimous Consent.** Notwithstanding the foregoing, the following actions shall require the unanimous consent of the Members (or Remaining Members, as the case may be):

(a) Any amendment to this Agreement unless a lesser percentage of Sharing Ratios is provided for herein; and

(b) The admission of any Assignee as a Member or a new or additional Member (except as otherwise allowed with respect to a Permitted Transferee).

4.4. **Liability of Members.** No Member shall be liable as such for any liabilities or other obligations of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on any Member for any liabilities or other obligations of the Company.

4.5. **Indemnification.**

(a) Each Member (the “Indemnifying Member”) shall indemnify and hold harmless the Company and each of the other Members from and against any and all claims, liabilities, obligations, costs and expenses (including reasonable attorney’s fees) incurred by or asserted against the Company and/or any of the other Members to the extent resulting from the gross negligence or willful misconduct of the Indemnifying Member or any action taken by such Indemnifying Member in breach of this Agreement.

(b) To the extent permitted by applicable law, the Company shall indemnify and hold harmless each Member from and against all claims, liabilities, obligations, costs and expenses (including reasonable attorney's fees), to the extent resulting from the good faith performance by such Member of duties and services for and on behalf of the Company; provided, however, the foregoing indemnity shall not apply to the extent the claim, liability, obligation, cost or expense results from any breach of this Agreement by such Member or is otherwise attributable to such Member's gross negligence or willful misconduct.

4.6. **Representations and Warranties.** Each Member hereby represents and warrants to the Company and each other Member as follows:

(a) If the Member is an entity, it is duly organized, validly existing, and in good standing under the laws of the state of its organization and that it has full organizational power to execute this Agreement and to perform its obligations hereunder.

(b) The execution, delivery and performance of this Agreement by the Member has been duly authorized by all necessary action on the part of such Member.

(c) This Agreement has been duly executed and delivered by such Member, constitutes the legal, valid and binding obligation of such Member, and is enforceable against such Member in accordance with its terms, except to the extent that such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights, or by general principles of equity.

(d) The execution, delivery or performance of this Agreement by such Member does not constitute a breach or default under any agreement or other instrument to which the Member is a party or by which it or any of its properties are bound or subject, and does not violate any judgment ruling, order, writ, injunction or decree applicable to such Member or any of such Member's properties.

(e) The execution, delivery or performance of this Agreement by such Member does not require the consent or approval of any third party pursuant to any agreement or other instrument to which the Member is a party or by which it or any of its properties are bound or subject.

(f) The Member is acquiring the Member's Membership Interest for the Member's own account for investment purposes and without an intent to resell or otherwise distribute such interest.

(g) The Member acknowledges that its Membership Interest has not been registered under the Securities Act of 1933 or any state securities laws, and may not be resold or transferred by the Member without appropriate registration under applicable securities laws or the availability of an exemption from such registration requirements.

4.7. **Conflicts of Interest.**

(a) Unless otherwise approved by all of the Members, any transaction between the Company and any Member shall be effected in a manner consistent with the manner in which the transaction would be effected between the Company and an independent third party bargaining at arm's length. Prior to entering into any material transaction with a Member, the Company shall disclose the material terms of such transaction to all of the Members.

(b) Subject to the terms of any employment agreement or any other agreement between any Member and the Company, no Member shall, because of such Member's participation in the Company, (1) be prevented from engaging or participating in any other business or investment activity, whether or not the activity is competitive with the business of the Company or (2) be obligated or bound to offer or present to the Company, or any other Member, any business or investment opportunity as a prerequisite to the acquisition of, or an investment in, such activity.

(c) Notwithstanding the foregoing, no Member (or Dissociated Member) shall disclose to third parties, misappropriate or otherwise use to the detriment of the Company any trade secrets of the Company or other confidential nonpublic information concerning the Company.

4.8. **Withdrawal.** No Member shall have the right to withdraw from the Company by voluntary act without the consent of all the other Members.

ARTICLE V
MANAGEMENT

5.1. **Business Affairs.** The ordinary and usual decisions concerning the business affairs of the Company shall be made by the Officers. Management of the Company shall hereby be vested in the following Officers of the Company:

Kevin Sheehan	President
J. Mack Nunn	Treasurer and Secretary

Such Officers shall have all requisite authority to bind the Company and each shall be considered an "authorized agent" for purposes of this Agreement.

5.2. **Term of Office of the Officers.** Each Officer shall be appointed by the Member(s) and shall serve at the pleasure of the Member(s) or the appointing Officers, as the ease may be. All Officers, however appointed, may be removed with or without cause by the Member(s), and any Officer appointed by another Officer may also be removed by the appointing Officer with or without cause.

5.3. **Authority of Officers to Bind the Company.** The Member(s) hereby agree that only an Officer or authorized agent of the Company shall have the authority to bind the Company. No

Member other than an Officer shall take any action as a Member to bind the Company, and any Officer shall indemnify the Company for any costs or damages incurred by the Company as a result of the unauthorized action of such Officer. An Officer shall have the power, on behalf of the Company, to do all things necessary or convenient to carry out the business and affairs of the Company.

5.4. **Actions of an Officer.** An Officer shall have the power to bind the Company as provided herein. No act of an Officer in contravention of the power of an Officer shall bind the Company to persons having knowledge of such authority. With respect to the act of an Officer for the purpose of apparently carrying on the normal business or affairs of the Company, no person dealing with the Company shall have any obligation to inquire into the power or authority of an Officer acting on behalf of the Company.

5.5. **Standard of Care.** A Member shall not be liable, responsible or accountable in damages or otherwise to the Company or the other Members for any action taken, or any failure to act, on behalf of the Company, except to the extent such act or failure to act constitutes a breach of this Agreement or otherwise constitutes gross negligence, willful misconduct, or a knowing violation of law. In discharging their duties, the Members shall be entitled to rely in good faith upon the records maintained by the Company and upon the advice of independent legal counsel, accountants and other professional experts as to matters reasonably believed to be within such other person's professional expertise.

5.6. **Removal of Officers.** An Officer may be removed by the affirmative vote of a Majority in Interest of the Members.

5.7. **Conflicts of Interest.**

(a) Unless otherwise approved by all of the Members, any transaction between the Company and an Officer shall be effected in a manner consistent with the manner in which the transaction would be effected between the Company and an independent third party bargaining at arm's length. Prior to entering into any material transaction with an Officer, the Company shall disclose the material terms of such transaction to all of the Members.

(b) Subject to the terms of any employment agreement or any other agreement between any Officer and the Company, no Officer shall, because of such Officer's employment or engagement by the Company, (1) be prevented from engaging or participating in any other business or investment activity, whether or not the activity is competitive with the business of the Company or (2) be obligated or bound to offer or present to the Company, or any Member, any business or investment opportunity as a prerequisite to the acquisition of, or an investment in, such activity.

(c) Notwithstanding the foregoing, no Officer shall disclose to third parties, misappropriate or otherwise use to the detriment of the Company any trade secrets of the Company or other confidential nonpublic information concerning the Company.

ARTICLE VI
CONTRIBUTIONS AND CAPITAL ACCOUNTS

6.1. **Initial Capital Contributions.** Each Member shall make the capital contributions specified for that Member on Exhibit A, at the time and on the terms set forth on Exhibit A. Except as otherwise provided on Exhibit A, capital contributions shall be made in cash or by a check in a form mutually acceptable to the Members. If no specific time for a capital contribution is specified, the capital contributions shall be made upon the Effective Date, or at such other time mutually acceptable to the Members.

6.2. **Additional Capital Contributions.** In the event a Majority in Interest of the Members determines that additional capital is necessary to finance Company operations or is otherwise required to provide additional capitalization for the Company (over and above the capital contributions set forth on Exhibit A), each Member shall have the preemptive right to make such additional capital contributions in proportion to the Member's Sharing Ratio so as to enable each Member to maintain the same proportional ownership interest in the Company as existed immediately prior to such additional capital contributions. To the extent any Member (a "Non-Fully Funding Member") fails to make any such additional capital contribution within thirty (30) days after demand, the other Members shall be entitled to make the additional capital contribution in place of the Non-Fully Funding Member, to the extent of such shortfall, and in such event, the Membership Interests and Sharing Ratios of the Members shall be appropriately and equitably adjusted so as to reflect the actual aggregate capital contributions made to the Company by each Member. In the event more than one other Member desires to make such additional capital contribution in place of a Non-Fully Funding Member, such other Members shall be entitled to make such contributions on a pro rata basis in accordance with the ratio of each such Member's Sharing Ratio to the total Sharing Ratios of all Members making an additional capital contribution in the place of a Non-Fully Funding Member.

6.3. **Interest on Capital Contributions.** No Member shall be entitled to interest on capital contributions to the Company, or to withdraw any part of such Member's capital account, except as specifically provided herein.

6.4. **Capital Accounts.**

(a) Separate capital accounts shall be maintained for each Member in accordance with this Agreement and in a manner consistent with the applicable requirements of the Code and the regulations promulgated thereunder.

(b) Each Member's capital account shall be increased by:

(1) The amount of money and the Fair Market Value of property contributed by the Member to the Company, net of liabilities secured by such property, if any, and

(2) Allocations to the Member of income and gain as provided herein; and shall be decreased by:

(3) The amount of money and the Fair Market Value of property distributed to the Member, net of liabilities secured by such property, if any, and

(4) Allocations to the Member of loss and deduction as provided herein.

However, no Member's capital account shall be increased with respect to any gain, or decreased with respect to any loss, allocated to such Member with respect to the sale or exchange of any property of the Company to the extent such gain or loss was previously included in such capital account by reason of such capital account reflecting the Fair Market Value of the property at the time the property was contributed to the Company, or at the time the property was subject to a revaluation or capital account adjustment as provided herein.

(c) Upon the happening of any of the following events, the capital accounts of the Members shall be adjusted to reflect the gain or loss that would have been realized by the Company (and allocated to the Members in the manner provided herein) had the Company sold, immediately prior to the happening of such event, all of its assets for an amount equal to the Fair Market Value thereof:

(1) The acquisition from the Company of an additional Membership Interest by any new or existing Member in exchange for a capital contribution to the Company;

(2) The distribution of property of the Company as consideration for a Membership Interest; or

(3) The deemed termination of the Company for federal income tax purposes upon the sale or exchange of fifty percent (50%) or more of the total interest in Company capital and profits within a twelve (12) month period.

(d) Upon the distribution of any asset (other than cash) to a Member, the capital accounts of the Members shall be adjusted by the amount of gain or loss that would have been allocated to the Members if the Company had sold the asset at Fair Market Value.

(e) In the event of a sale or exchange of all or any part of a Member's Membership Interest in accordance with this Agreement, the capital account of the transferor shall become the capital account of the transferee to the extent relating to the portion of the Membership Interest so transferred.

6.5. **Compliance with § 704(b) of the Code.** The provisions of this Agreement regarding allocations and maintenance of capital accounts are intended to have substantial economic effect under § 704(b) of the Code and the regulations promulgated thereunder, and this Agreement shall be applied and construed in a manner consistent with such regulations, except that notwithstanding anything herein to the contrary, this Agreement shall not be applied or otherwise construed to create a capital account deficit restoration obligation or otherwise personally obligate any Member to make a capital contribution to the Company in excess of the capital contributions set forth on Exhibit A.

ARTICLE VII
ALLOCATIONS AND DISTRIBUTIONS

7.1. **General Allocation.** Except as otherwise provided herein, Net Income, Net Loss and other items of gain, loss, deduction and credit, for each taxable year of the Company, shall be allocated among the Members in accordance with their respective Sharing Ratios.

7.2. **Other Allocation Rules.**

(a) If the Sharing Ratios and/or Membership Interests change at any time during any taxable year, Net Income, Net Loss and other items of gain, loss, deduction and credit, shall be determined for each portion of that taxable year (1) beginning on the first day of such taxable year and ending on the date of the change and (2) beginning on the day immediately after the date of the change and ending on the last day of the taxable year, and such items shall be allocated among the Members for each such period based on the Sharing Ratios during that period.

(b) In the event any property is contributed to the Company in kind, any gain or loss recognized by the Company for income tax purposes that is required to be allocated among the Members in accordance with § 704(c) of the Code (so as to take into account the variation, if any, between the adjusted tax basis and the fair market value of the property at the time of its contribution to the Company) shall be allocated to the Members for income tax purposes in the manner required by § 704(c) of the Code and the regulations promulgated thereunder.

(c) Any gain or loss on the sale or exchange of any Company property which was previously subject to a revaluation or capital account adjustment as provided herein shall first be allocated to the Members consistent with the manner in which capital accounts were adjusted, and thereafter shall be allocated among the Members in accordance with their respective Sharing Ratios.

7.3. **Section 754 Adjustments.** To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to § 734(b) or § 743(b) of the Code and the regulations promulgated thereunder is required to be taken into account in determining capital accounts, the amount of such adjustment to the capital accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be

specially allocated to the Members in a manner consistent with the manner in which their capital accounts are required to be adjusted pursuant to such regulations.

7.4. **Distributions.** Cash or other property of the Company (to the extent not reasonably required for future Company operations, debt service, capital expenditures, reserves for contingencies and the like) may be distributed to the Members at such times and in such amounts as determined from time to time by a Majority in Interest of the Members. Unless otherwise unanimously agreed by the Members, all distributions by the Company to the Members shall be made in accordance with the Members' respective Sharing Ratios. However, notwithstanding the foregoing, no distribution shall be declared and paid unless, after the distribution is made, the Fail-Market Value of the assets of the Company is in excess of the liabilities of the Company.

ARTICLE VIII
DISPOSITION OF MEMBERSHIP INTERESTS

8.1. **Pledge or Other Encumbrance and Permitted Transfers.** No Member shall pledge, encumber, grant a security interest in, or otherwise cause or permit any lien to be placed against all or any portion of such Member's Membership Interest without first providing written notice thereof to each of the other Members; and provided further, as a condition thereto, such Member shall require the lender, secured party, or other lienholder to execute an estoppel agreement for the benefit of the Company and the other Members which provides that any Disposition of the Member's Interest so encumbered shall be subject to the terms and conditions of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, a Member may sell, assign or transfer to one or more Permitted Transferees, during lifetime or by transfer upon death by legacy, devise, bequest, or other testamentary or nontestamentary transfer, all or part of his or her interest in the Company and thereby constitute his or her Permitted Transferee a Member without the consent of the Company or the other Members; provided, as a condition thereto, such Permitted Transferee shall execute a copy of this Agreement and agree to be bound thereby.

8.2. **Transfer Restrictions.** Except as provided in Section 8.1, no Member shall make a Disposition of all or any part of the Member's Membership Interest, or right to distributions thereon, or enter into any contract with respect to the foregoing:

(a) If such Disposition, alone or when combined with other transactions, would result in a termination of the Company within the meaning of § 708 of the Code;

(b) If requested by the Members, without an opinion of counsel satisfactory to the Members that such assignment is subject to an effective registration under, or exempt from the registration requirements of, applicable federal and state securities laws;

(c) Unless and until the Company receives from the Assignee such information and agreements that the Members may reasonably require; and

(d) Without either (i) obtaining the prior written consent of each of the other Members or (ii) complying with each of the following terms and conditions:

(1) A Member proposing to make a Disposition of all or any part of the Member's Membership Interest shall provide written notice thereof to each of the other Members (which notice shall include all of the terms of the proposed Disposition, including the price and payment terms for any sale, the name and address of the proposed transferee, the percentage of the Member's Membership Interest to be transferred, and the date on which the proposed Disposition is to occur).

(2) For a period of thirty (30) days after the date said notice has been delivered to all of the other Members, the Company shall have the first option, and each of the other Members shall have the second option, to purchase the Membership Interest proposed to be transferred, upon the same terms and conditions (including price and payment terms) as contained in any bona fide offer to purchase such Membership Interest received by the transferor. In the absence of any such bona fide offer, the purchase price for such Membership Interest shall be the Fair Market Value thereof. The determination of whether the Company exercises the first option shall be made without participation of the transferor, and such determination shall require the vote of a Majority in Interest of the other Members.

(3) In the event the foregoing right of first refusal option is not completely exercised by the Company, then each of the Members (other than the transferor) shall have the option to purchase the remaining said Membership Interest as provided herein, on a pro rata basis in accordance with the ratio of (A) the Sharing Ratio of the Member desiring to exercise such purchase option to (B) the aggregate of all Sharing Ratios of all such other Members desiring to exercise such purchase option. In the event a Member does not fully exercise such Member's option, the remainder of said Membership Interest shall be offered to the Members who did fully exercise their options and are willing to purchase all or any part of the remaining said Membership Interest based pro rata upon their Sharing Ratios (including said Membership Interest previously purchased herein) as determined only among such Members who previously purchased their full pro rata share. Any remaining said Membership Interest not so purchased thereafter shall continue to be proportionately divided in this manner among such Members who purchased their full pro rata share.

(4) In the event neither the Company nor any of the other Members exercise their respective options as provided herein, with regard to all of said Membership Interest, the transferor may make a bona fide Disposition to the prospective transferee of all of the said Membership Interest (or may retain all of the said Membership Interest), but only upon the same terms and conditions as provided in the notice provided hereinabove; provided, however, in the event the Disposition is not completed within ninety (90) days following the date said notice has been delivered to all of the other Members, no Disposition of said Membership Interest shall be made without first recomplying with the terms and conditions of this Agreement.

(5) As a condition to any such Disposition, the transferee shall be required to execute a counterpart to this Agreement agreeing to be bound by all the terms and conditions hereof, but no such transferee shall have any right to participate in the management of the business and affairs of the Company or to become a Member without the prior written consent of all other Members. Unless such transferee is admitted into the Company as a Member as provided herein, such transferee shall only be entitled to receive distributions and a return of capital, and to share in the profits and losses of the Company, attributable to the interest in the Company assigned to the transferee.

8.3. **Assignments of Distributive Rights.** A Member may, without first complying with Section 8.2, assign to any person, trust or entity all or any portion of the Member's right to receive distributions hereunder with the prior written consent of a Majority in Interest of the other Members. In addition, no such assignment shall be effective until the Company has first received a copy of the instrument of assignment, executed by both the assignor and the assignee of such distributive right. Once the assignment has been received by the Company, the Company may (but shall not be obligated to), without requesting further documentation from either the assignor or the assignee, remit directly to the named assignee all distributions to which the assignee may be entitled pursuant to the provisions of this Agreement and the assignment. So long as the party to whom such distributive share was remitted was either the assignor Member or the assignee named in the instrument of assignment, the Company shall be free from liability to any person, trust or entity if such distribution is received by a person, trust or entity not entitled thereto.

8.4. **Option to Purchase Upon Event of Dissociation.** Except as otherwise provided and allowed under this Agreement regarding transfers to Permitted Transferees, if any Event of Dissociation occurs with respect to any Member, then the Company, by vote of a Majority in Interest of the Remaining Members, or failing such vote, each of the Remaining Members, on a pro rata basis, in the manner described in Section 8.2(d)(3), shall have the option to purchase all of such Member's Membership Interest at Fair Market Value. Such option shall be exercisable for a period of one hundred twenty (120) days following the date of the Event of Dissociation. In the event neither the Company nor any of the other Members exercise their respective options as provided herein, with regard to all of said Membership Interest, the transferor may make a bona fide Disposition to the prospective transferee of all or any part of the said Membership Interest within ninety (90) days following the expiration of such option period herein; otherwise, no Disposition of said Membership Interest shall be made without first complying with the terms and conditions of this Agreement.

8.5. **Closing; Payment of Purchase Price.** In the event any option described in this Article VIII is exercised: (a) the closing shall take place at the principal office of the Company within thirty (30) days following the date on which the option is exercised, except with regard to a deceased Member's Membership Interest that is subject to probate, then such closing shall occur as soon as allowed pursuant to the administration of such deceased Member's estate, and (b) the purchase price shall be paid in accordance with the same terms and conditions as any bona fide third party offer received by the transferor (including, as near as possible, security terms), or, in the absence of any

such bona fide third party offer, the purchase price shall be the Fair Market Value to be paid, as decided by the purchaser, in cash or by delivery of a promissory note in ordinary and customary form, payable with monthly interest at the prime rate of interest, as published in the *Wall Street Journal*, on the then outstanding principal balance, and in sixty (60) equal monthly installments of principal. Such interest and principal payments shall be made on the first business day of each month following closing. Such interest rate shall be adjusted on the first business day of each calendar quarter during the calendar year with the initial interest rate being the prime rate in effect for the calendar quarter of the closing. Such promissory note may be prepaid at any time without consent or penalty and shall be secured by the Membership Interest so acquired. The holder of any such promissory note shall have all of the rights and remedies of a secured creditor under the Arkansas Uniform Commercial Code. At the closing, the purchaser shall execute and deliver said promissory note, a security agreement in customary form, appropriate UCC financing statements and such other documents and instruments reasonably necessary in order to properly document the purchase of said Membership Interest upon the terms contained herein, and the seller shall execute and deliver a general warranty bill of sale and assignment and such other documents and instruments reasonably necessary in order to properly convey and transfer to the purchaser the Membership Interest to be transferred, free and clear of all liens, claims and encumbrances. In the event there are any governmental approvals or other third party consents required in connection with any such sale and transfer, the parties shall use commercially reasonable efforts to obtain such consents and approvals prior to the scheduled closing date, but if such consents and approvals have not been obtained by the scheduled closing date, either party may extend the closing date for a period not in excess of ninety (90) days in order to continue to attempt to obtain all such required consents and approvals.

8.6. **Restriction on Transfer of Assignee's and Dissociated Member's Interests.** The foregoing restriction on transfer shall also apply to any interest in the Company held by any Assignee or Dissociated Member, and any Assignee or Dissociated Member shall comply with all of the terms and provisions set forth above prior to making any Disposition of any interest in the Company.

8.7. **Dispositions not in Compliance with this Article Void.** Any attempted Disposition of a Membership Interest, or any part thereof, not in compliance with this Agreement shall be null and void ab initio.

ARTICLE IX
DISSOCIATION OF A MEMBER

9.1. **Events of Dissociation.** A person, trust or entity shall cease to be a Member upon the happening of any of the following Events of Dissociation:

(a) The withdrawal of a Member by voluntary act with the consent of all the other Members;

(b) The removal of a Member (by a vote of a Majority in Interest of the Remaining Members) following such Member's Disposition of all of the Member's Membership Interest;

(c) Any Member (1) making an assignment for the benefit of creditors, (2) filing a voluntary petition in bankruptcy, (3) being adjudicated a bankrupt or insolvent, (4) filing a petition or answer seeking for the Member any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation (or filing any answer or other pleading admitting or failing to contest the material allegations of a petition filed against the Member in any such proceeding), or (5) seeking, consenting to or acquiescing in the appointment of a receiver or liquidator of the Member or of all or any substantial part of the Member's properties;

(d) The occurrence of any event described in Ark. Code Ann. § 4-32-802(a)(5);

(e) In the case of a Member who is a natural person:

(1) the death of the Member;

(2) the entry of an order by a court of competent jurisdiction adjudicating the Member incompetent to manage the Member's person or estate, unless a duly appointed guardian or an attomey-in-fact fully authorized under a valid durable power of attorney is legally empowered to exercise the incompetent Member's rights under this Agreement.

(f) In the case of a Member who is a trust or is acting as a Member by virtue of being a trustee of a trust, the termination of the trust (but not merely the substitution of a new trustee);

(g) In the case of a Member that is a separate partnership, limited partnership, limited liability company or other organization other than a corporation, the dissolution and commencement of winding up of the separate entity or organization;

(h) In the case of a Member that is a corporation, the filing of a certificate of dissolution, or its equivalent, for the corporation or the revocation of its charter and the lapse of ninety (90) days after notice to the corporation without reinstatement of its charter; or

(i) In the case of an estate, the distribution by the fiduciary of the estate's entire interest in the Company.

9.2. **Rights of Dissociating Member.** In the event any Member dissociates prior to the expiration of the Term:

(a) If the Dissociation causes a dissolution and winding up of the Company pursuant to the terms of this Agreement, the Member shall be entitled to participate in the winding up of the Company to the same extent as any other Member, except that any distributions to which

the Member would have been entitled shall be reduced by any damages sustained by the Company as a result of the dissolution and winding up; and

(b) If the Dissociation does not cause a dissolution and winding up of the Company under this Agreement, the Member shall become a Dissociated Member, shall no longer have any right to participate in the management or affairs of the Company, and shall be entitled only to receive distributions from the Company in accordance with the Dissociated Member's Sharing Ratio, when and if distributions are made by the Remaining Members in the manner set forth herein.

ARTICLE X
ADMISSION OF ASSIGNEES AND ADDITIONAL MEMBERS

10.1. **Admission of Additional Members.** Except as provided in Section 8.1 regarding transfers to Permitted Transferees, no new or additional Members shall be admitted to the Company as Members except upon the unanimous written consent of each Member; provided however, if any Member fails to make a capital contribution to the Company upon a capital call as provided herein, the Company may admit a new Member or Members without the consent of such Non-Fully Funding Member. In the event any new or additional person, trust or entity is admitted to the Company as a Member, the parties shall execute and deliver an amendment to this Agreement in mutually acceptable form setting forth: (a) the terms and conditions of the admission of the new Member to the Company; (b) the amount of the capital accounts, Sharing Ratios and Membership Interests of each Member; and (c) the agreement of all the Members to be bound by this Agreement, as amended by said amendment thereto.

10.2. **Rights of Assignees.** An Assignee has no right to participate in the management of the business and affairs of the Company or to become a Member. An Assignee is only entitled to receive the distributions and return of capital, and to be allocated the Net Profits and Net Losses attributable to the assigned Membership Interest, in accordance with the manner set forth herein.

10.3. **Admission of Substitute Members.** An Assignee shall be admitted as a substitute Member and succeed to all the rights of the Member who initially assigned the Membership Interest only with the approval of all of the Members. The Members may grant or withhold the approval of such admission for any reason, in their sole and absolute discretion. If so admitted, the substitute Member has all the rights and powers and is subject to all the restrictions and liabilities of the Member originally assigning the Membership Interest. The admission of a substitute Member, without more, shall not release the Member originally assigning the Membership Interest from any liability to the Company that existed prior to the assignment.

ARTICLE XI
DISSOLUTION AND WINDING UP

11.1. **Dissolution.** The Company shall be dissolved and its affairs wound up, upon the first to occur of the following events (which, unless the Members agree to continue the business, shall constitute Events of Dissolution):

(a) The expiration of the Term, unless the business of the Company is continued with the consent of a Majority in Interest of the Members; or

(b) The unanimous written consent of all of the Members.

11.2. **Effect of Dissolution.** Upon dissolution, the Company shall cease carrying on, as distinguished from the winding up of, the Company business, but the Company is not terminated, and the Company shall continue until the winding up of the affairs of the Company is completed and a certificate of dissolution has been filed with and accepted by the Arkansas Secretary of State, as required by the Act.

11.3. **Liquidation.** In the event of any such dissolution, the following procedure for liquidation shall apply:

(a) The Members shall proceed to wind up the affairs of the Company as promptly as practical and to liquidate its assets in a commercially reasonable, orderly and businesslike manner. The manner of the sale, liquidation or distribution of any property of the Company shall be determined by a Majority in Interest of the Members, provided such determination is made on a fair and equitable basis in accordance with their reasonable business judgment. In the event a Majority in Interest of the Members is unable to agree on the method of the liquidation of any property of the Company, the Company shall engage an independent investment banking firm or independent auctioneer to market or auction the property of the Company either individually or as a going concern, and any Member shall be free to bid on Company property in connection with any such sale.

(b) Any gain or loss realized by the Company upon the sale of any of its assets shall be allocated to the Members in the manner set forth herein. To the extent that property is to be distributed in kind, (except as otherwise required by Subchapter K of the Internal Revenue Code and the Regulations thereunder) for purposes of allocating the basis of such property among the Members, such property shall be deemed to have been sold at Fair Market Value on the date of distribution, the gain or loss being recognized upon such deemed sale shall be allocated among the Members in the manner set forth herein, and the amount of the distribution shall be considered to be the Fair Market Value of the property.

(c) The proceeds of liquidation and all other property of the Company shall be applied and distributed as follows:

(1) First, to pay all bona fide liabilities, debts, and other obligations of the Company (unless any debt which encumbers property is to be distributed along with that property), including any expenses incurred in winding up the affairs of the Company, and to fund any reserve reasonably necessary in order to provide for the payment of any contingent liability.

(2) Second, to the Members in proportion to the positive balances, if any, in their respective capital accounts, until the capital accounts of all Members have been reduced to zero.

(3) Third, to the Members in accordance with their Sharing Ratios.

(d) The Members shall designate one or more Members to make, execute, assign, acknowledge and file, on behalf of the Company, all documents necessary or desirable to effect the dissolution, liquidation and winding up of the Company. Each Member, upon request, shall promptly execute, acknowledge and deliver all such documents, certificates and other instruments as shall be reasonably requested to effect the proper termination and dissolution of the Company.

11.4. **Winding Up and Certificate of Dissolution.** The winding up of the Company shall be completed when all debts, liabilities, and obligations of the Company have been paid and discharged (or transferred with the asset it encumbers) or reasonably adequate provision has been made therefor, and all of the remaining property and assets of the Company shall have been distributed to the Members. Upon completion of the winding up of the Company, a certificate of dissolution, containing the information required by the Act, shall be filed with the Arkansas Secretary of State as required by the Act.

ARTICLE XII
MEETINGS

Any Member may call a Company meeting by giving written notice thereof to each of the other Members at least five (5) Business Days prior to the date of such meeting. Notice of Company meetings shall be given in the manner provided herein and shall indicate the time, place, and general subject matter of the meeting. Attendance at any such meeting shall constitute a waiver of notice. Unless a different percentage is specifically provided herein, Company action shall require the affirmative vote (in person or by proxy) of a Majority in Interest of the Members. Any action which may be taken by the Company at a meeting may also be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by a Majority in Interest of the Members (or by such Members owning a different percentage interest in the Company as otherwise specifically provided in this Agreement). Members may participate in Company meetings by telephone.

ARTICLE XIII
TAXES

13.1. **Tax Matters Member.** The Members shall designate KEVIN SHEEHAN to be the *tax matters partner* of the Company pursuant to § 6231(a)(7) of the Code. Any Member who is designated *tax matters partner* may not take any action material to the Company or its Members and which is contemplated by §§ 6222 through 6233 of the Code without the consent of a Majority in Interest of the Members.

13.2. **Tax and Fiscal Year.** The tax and fiscal year of the Company shall be the calendar year, unless another year is required by the Code or the regulations thereunder.

13.3. **Elections.** Tax elections for and on behalf of the Company shall be subject to the approval of a Majority in Interest of the Members.

13.4. **Method of Accounting.** The Company shall utilize such permissible methods of accounting for tax and financial reporting purposes as determined by a Majority in Interest of the Members.

13.5. **Out of State Taxes.** To the extent that the laws of any state or other jurisdiction require, each Member will submit any and all necessary agreements accepting jurisdiction to such state and confirming the Member's agreement to make timely income tax payments to such state or other jurisdiction as required by applicable law.

ARTICLE XIV
ACCOUNTING AND RECORDS

14.1. **Bank Accounts.** All moneys and other funds of the Company shall be deposited in the name of the Company in an account or accounts at a bank or other financial institution acceptable to a Majority in Interest of the Members. The authorized signatories to such accounts shall include only such individuals authorized from time to time in writing by the Company. Company moneys and other funds shall be kept separated and segregated from the funds of each Member.

14.2. **Records to be Maintained.** The Company shall maintain the following records at its principal office:

(a) A current list of the full name and last known business address of each Member of the Company;

(b) A copy of the Articles of Organization and all amendments thereto, together with executed copies of any powers of attorney pursuant to which any such Articles of Organization or amendments have been executed;

(c) Copies of the Company's federal and state income tax returns and reports, if any, for the three most recent years;

(d) Copies of this Agreement, including all amendments thereto; and

(e) Any financial statements of the Company for the three most recent years.

14.3. **Inspection.** Upon reasonable request, a Member may, at the Member's own expense, inspect and copy during ordinary business hours any books or records of the Company, wherever located.

14.4. **Reports to Members.**

(a) The Company shall provide customary financial statements to the Members at least annually.

(b) The Company shall prepare and provide to the Members by the fifteenth (15th) day of the third (3rd) month following the end of the Company's taxable year all income tax informational returns required by the Code and the laws of any state.

14.5. **Capital Accounts.** The Company shall maintain a record of the capital account for each Member determined in accordance with this Agreement.

ARTICLE XV
ARBITRATION

Any dispute or controversy between the Members arising out of or otherwise relating to the Company or this Agreement shall be settled by arbitration to be held in Little Rock, Arkansas in accordance with the rules then in effect of the American Arbitration Association or its successor. The arbitrator may grant injunctions or other relief in such dispute or controversy, and the decision of the arbitrator shall be final, conclusive, and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court having jurisdiction, and the parties irrevocably consent to the jurisdiction of the state courts of Arkansas for this purpose.

ARTICLE XVI
MISCELLANEOUS PROVISIONS

16.1. **Assignment.** This Agreement and the rights, obligations and duties of the parties hereunder shall not be assignable or otherwise transferable except as specifically provided herein.

16.2. **Fees of Legal Counsel.** In the event any party to this Agreement shall employ legal counsel to protect its rights hereunder or to enforce any term or provision hereof, the party prevailing in any such action shall have the right to recover from the other party all of its reasonable attorneys' fees and expenses incurred in relation to such claims.

16.3. **Modification.** No term or provision contained herein may be modified, amended or waived except by written agreement or consent signed by the required number of Members as provided hereunder.

16.4. **Binding Effect and Benefit.** This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto, and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns. Otherwise, this Agreement shall not create any rights for the benefit of any third party.

16.5. **Headings and Captions.** Subject headings and captions are included for convenience purposes only and shall not affect the interpretation of this Agreement.

16.6. **Notice.** All notices, requests, demands and other communications permitted or required hereunder shall be in writing, and either (a) delivered in person, (b) sent by express mail or other overnight delivery service providing receipt of delivery, (c) mailed by certified or registered mail, postage prepaid, return receipt requested or (d) sent by telex, telegraph or other facsimile transmission to the Members at the addresses set forth on Exhibit A hereto or to such other address as a party may designate by notice. Any such notice or communication shall be effective upon receipt by the addressee.

16.7. **Severability.** If any portion of this Agreement is held invalid, illegal or unenforceable, such determination shall not impair the enforceability of the remaining terms and provisions contained herein, provided the purposes, intent and objects of this Agreement may be attained and achieved through the enforcement of such remaining terms and provisions.

16.8. **Waiver.** No waiver of a breach or violation of any provision of this Agreement shall operate or be construed as a waiver of any subsequent breach or limit or restrict any right or remedy otherwise available. Any waiver must be in writing.

16.9. **Rights and Remedies Cumulative.** The rights and remedies expressed herein are cumulative and not exclusive of any rights and remedies otherwise available.

16.10. **Gender and Number.** Throughout this Agreement, the masculine shall include the feminine and neuter and vice versa, and the singular shall include the plural and vice versa, as the context requires.

16.11. **Entire Agreement.** This document, together with the exhibits hereto, constitutes the entire agreement of the parties and supersedes any and all other prior agreements, oral or written, with respect to the subject matter contained herein. There are no representations, warranties, covenants or other agreements, oral or written, between the parties in connection with this transaction, other than those expressly set forth herein.

16.12. **Governing Law.** This Agreement shall be subject to and governed by the laws of the State of Arkansas.

16.13. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than one counterpart.

16.14. **Authority.** Each individual signing this Agreement in a representative capacity acknowledges and represents that he/she is duly authorized to execute this Agreement in such capacity in the name of, and on behalf of, the designated corporation, partnership, trust, or other entity.

16.15. **No Partnership Intended for Nontax Purposes.** The Members have formed the Company as a limited liability company under the Act and expressly do not intend hereby to form a partnership under either the Arkansas Uniform Partnership Act, the Arkansas Revised Limited Partnership Act or any similar law. The Members do not intend to be partners one to another, or partners to any third party. To the extent any Member, by word or action, represents to another person, trust or entity that any other Member is a partner or that the Company is a partnership, the Member making such wrongful representation shall be liable to any other Member who incurs personal liability by reason of such wrongful representation. The Company shall, however, be treated as a partnership for federal and state income tax purposes.

16.16. **Rights of Third Parties.** This Agreement is entered into among the Company and the Members for the exclusive benefit of the Company, its Members, and their permitted successors and assigns. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other person, trust or entity. Except to the extent expressly required by applicable law, no such creditor or third party shall have any rights under this Agreement or any agreement between the Company and any Member with respect to any capital contribution or otherwise.

16.17. **No Partition**. Each of the Members, and any other person, trust or entity who shall become a Member, irrevocably waives any and all right that the Member may have to maintain any action for a partition with respect to his or her undivided interest in the property of the Company or to compel any sale thereof under any laws now existing or hereinafter enacted.

CHILDREN'S MEDICAL TRANSPORTATION SERVICES, LLC
EXHIBIT A

Names and Address of Members	Initial Capital Contributions	Membership Interests/Sharing Ratio
Ascent Acquisition Corporation 1701 Capital of Texas Highway South, Suite 400 Austin, TX 78746	$ 100	100%

Exhibit 3.33

MA SOC Filing Number: 200349758730 Date: 08/12/2003

The Commonwealth of Massachusetts **Minimum Fee: $250.00**

William Francis Galvin

[SEAL]

Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512
Telephone: (617) 727-9640

Articles of Organization
(General Laws, Chapter 156B)

Federal Employer Identification Number: 000847837 *(must be 9 digits)*

ARTICLE I

The exact name of the business entity is:

DETROIT BEHAVIORAL INSTITUTE, INC.

ARTICLE II

The purpose of the business entity is to engage in the following business activities:

PROVIDER OF BEHAVIORAL HEALTH CARE.

ARTICLE III

State the total number of shares and par value, if any, of each class of stock which the business entity is authorized to issue:

Class of Stock	Par Value Per Share Enter **0** if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding
		Num of Shares	*Total Par Value*	*Num of Shares*
CWP	$0.01000	200,000	$2,000.00	1,000

ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the Business Entity must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

ARTICLE V

The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are:

ARTICLE VI

Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the business entity, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the business entity, or of its directors or stockholders, or of any class of stockholders:

Note: The preceding six (6) articles are considered to be permanent and may ONLY be changed by filing appropriate Articles of Amendment.

ARTICLE VII

The effective date of organization of the business entity shall be the date approved and filed by the Secretary of the Commonwealth. If a *later* effective date is desired, specify such date which shall not be more than *thirty days* after the date of filing.

Later Effective Date:

ARTICLE VIII

The information contained in Article VIII is not a permanent part of the Articles of Organization

a. The street address *(post office boxes are not acceptable)* of the principal office of the corporation *in Massachusetts* is:

No. and Street:	200 LAKE STREET SUITE 102						
City or Town:	PEABODY	State:	MA	Zip:	01960	Country:	USA

b. The name, residential address and post office address of each director and officer of the corporation is as follows:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code	Expiration of Term
PRESIDENT	BRUCE A. SHEAR	14 IDA ROAD MARBLEHEAD, MA 01945 USA 200 LAKE STREET PEABODY, MA 01960 USA	2005
TREASURER	PAULA C. WURTS	7 ALEXANDRA STREET PEABODY, MA 01960 USA 200 LAKE STREET PEABODY, MA 01960 USA	2005
CLERK	PAULA C. WURTS	7 ALEXANDRA STREET PEABODY, MA 01960 USA 200 LAKE STREET PEABODY, MA 01960 USA	2005
VICE PRESIDENT	ROBERT BOSWELL	354 QUIET HARBOR DRIVE HENDERSON, NV 89104 USA 200 LAKE STREET PEABODY, MA 01960 USA	2005
EXEC VICE PRESIDENT	MICHAEL CORNELISON	7708 SOUTHMOOR MONROE, Ml 48161 USA 200 LAKE STREET PEABODY, MA 01960 USA	2005
DIRECTOR	DAVID DANGERFIELD	5965 S. 900 E. SALT LAKE CITY, UT 84121 USA 200 LAKE STREET PEABODY, MA 01960 USA	2005
DIRECTOR	DONALD ROBAR	332 BURPEE HILL NEW LONDON, NH 03257 USA 200 LAKE STREET PEABODY, MA 01960 USA	2005
DIRECTOR	GERALD PERLOW	40 ATLANTIC AVENUE SWAMPSCOTT, MA 01907 USA 200 LAKE STREET PEABODY, MA 01960 USA	2005
DIRECTOR	HOWARD PHILLIPS	500 S. PALM ROAD, PHT SARASOTA, FL 34236 USA 200 LAKE STREET PEABODY, MA 01960 USA	2005
DIRECTOR	WILLIAM GRIECO	21 PLEASANT STREET WELLESLEY, MA 02482 USA 200 LAKE STREET PEABODY, MA 01960 USA	2005

c. The fiscal year (i.e., tax year) of the business entity shall end on the last day of the month of:

June

d. The name and business address of the resident agent, if any, of the business entity is:

Name:	BRUCE A. SHEAR			
No. and Street:	200 LAKE STREET SUITE 102			
City or Town:	PEABODY	State: MA	Zip: 01960	Country: USA

ARTICLE IX

By-laws of the business entity have been duly adopted and the president, treasurer, clerk and directors whose names are set forth above, have been duly elected.

IN WITNESS WHEREOF AND UNDER THE PAINS AND PENALTIES OF PERJURY, I/we, whose signature(s) appear below as incorporator(s) and whose name(s) and business or residential address(es) are beneath each signature do hereby associate with the intention of forming this business entity under the provisions of General Law, Chapter 156B and do hereby sign these Articles of Organization as incorporator(s) this 12 Day of August, 2003. (If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)
BRUCE A. SHEAR. PRESIDENT & CEO PHC. INC. 200 LAKE STREET, SUITE 102 PEABODY, MA 01960

MA SOC Filing Number: 200349758730 Date: 08/12/2003

THE COMMONWEALTH OF MASSACHUSETTS

1 hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

August 12, 2003

/s/ William Francis Galvin

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

0-5262-0

Exhibit 3.34

AMENDED AND RESTATED BY-LAWS

OF

DETROIT BEHAVIORAL INSTITUTE, INC.

(as of November 30, 2011)

ARTICLE I

Stockholders

Section 1. Annual Meeting. The annual meeting of the stockholders shall be held within six months of the end of the corporation's fiscal year as fixed by the board of directors for the purpose of electing directors and for such other purposes as may be determined as hereinafter provided. The hour and place of such meeting and the purposes for which such meeting is to be held in addition to that specified above shall be determined in each year by the board of directors or, in the absence of action by the board, by the president. If no annual meeting has been held in the period fixed above, a special meeting may be held in lieu thereof with all the force and effect of an annual meeting.

Section 2. Special Meetings. Special meetings of the stockholders may be called at any time by the president or by the board of directors and shall be called by the clerk, or in case of the death, absence, incapacity or refusal of the clerk, by any other officer, upon written application of one or more stockholders who hold at least one-tenth part in interest of the capital stock entitled to vote thereat. Such application shall specify the purposes for which the meeting is to be called and may designate the date, hour and place of such meeting, provided, however, that no such application shall designate a date not a full business day or an hour not within normal business hours as the date or hour of such meeting without the approval of the president or the board of directors.

Section 3. Place of Meetings. Meetings of the stockholders may be held anywhere within, but not without, the United States.

Section 4. Notice. Except as hereinafter provided, a written or printed notice of every meeting of stockholders stating the place, date, hour and purposes thereof shall be given by the clerk or an assistant clerk (or by any other officer in the case of an annual meeting or by the person or persons calling the meeting in the case of a special meeting) at least ten (10) days before the meeting to each stockholder entitled to vote thereat and to each stockholder who, by law, by the articles of organization or by these by-laws, is entitled to such notice, by leaving such notice with him or at his residence or usual place of business or by mailing it, postage prepaid, addressed to him at his address as it appears upon the records of the corporation. No notice of the place, date, hour or purposes of any annual or special meeting of stockholders need be given to a stockholder if a written waiver of such

notice, executed before or after the meeting by such stockholder or his attorney thereunto authorized, is filed with the records of the meeting.

Section 5. Action at a Meeting. Except as otherwise provided in the articles of organization, the presence of a quorum shall be separately determined with respect to each matter to be acted on at any meeting of stockholders, and shall consist of the holders of shares having the right to cast a majority of the votes which may be cast with respect to such matter. Though less than a quorum be present, any meeting may without further notice be adjourned to a subsequent date or until a quorum be had, and at any such adjourned meeting any business may be transacted which might have been transacted at the original meeting.

When a quorum is present at any meeting, the affirmative vote of a majority of the shares of stock present or represented and voting shall be necessary and sufficient to the determination of any questions brought before the meeting, unless a larger vote is required by law, by the articles of organization or by these by-laws, provided, however, that any election by stockholders shall be determined by a plurality of the votes cast by the stockholders entitled to vote in such election.

Except as otherwise provided by law or by the articles or organization or by these by-laws, each holder of record of shares of stock entitled to vote on any matter shall have one vote for each such share held of record by him and a proportionate vote for any fractional shares so held by him. Stockholders may vote either in person or by proxy. No proxy dated more than six months before the meeting named therein shall be valid and no proxy shall be valid after the final adjournment of such meeting. A proxy with respect to stock held in the name of two or more persons shall be valid if executed by anyone of them unless at or prior to the exercise of the proxy the corporation receives a specific written notice to the contrary from anyone of them. A proxy purporting to be executed by or on behalf of a stockholder shall be deemed valid unless challenged at or prior to its exercise and the burden of proving its invalidity shall rest on the challenger.

Any election by stockholders and the determination of any other questions to come before a meeting of the stockholders shall be by ballot if so requested by any stockholder entitled to vote thereon but need not be otherwise.

Section 6. Stockholder Proposals. Written notification of any stockholder proposal to be acted upon at an annual meeting of stockholders of the corporation must be provided to the corporation at least 120 calendar days in advance of the date of the corporation’s proxy statement released to stockholders in connection with the previous year’s annual meeting of stockholders. Written notification of any stockholder proposal to be acted upon at any meeting of the stockholders of the corporation other than an annual meeting must be provided to the corporation at least 180 calendar days before the meeting at which such proposal is to be acted upon.

Section 7. Action by Written Consent. Any action required to be taken at any annual or special meeting of stockholders of the corporation, or any action which may be taken at

any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken and bearing the dates of signature of the stockholders who signed the consent or consents, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the corporation by delivery to the corporation's principal place of business, or an officer or agent of the corporation having custody of the book or books in which proceedings of meetings of the stockholders are recorded.

ARTICLE II

Directors

Section 1. Number and Election. Except as otherwise provided by law or by the articles of organization, the number of directors for the ensuing year shall be determined by the board of directors. The number of directors so determined shall be elected at the annual meeting of the stockholders by such stockholders as have the right to vote thereon. The stockholders may, at any special meeting held for the purpose, increase or decrease the number of directors as thus determined and elect new directors to complete the number so determined or remove directors to reduce the number of directors to the number so determined. Except as otherwise provided by law or by the articles of organization, the board of directors may, by vote of a majority of the directors then in office, increase the number of directors determined by the stockholders and elect new directors to complete the number so determined. No director need be a stockholder.

Section 2. Term. Except as otherwise provided by law, by the articles of organization or by these by-laws, the directors shall hold office until the next annual meeting of stockholders and until their successors are chosen and qualified.

Section 3. Resignations. Any director may resign by delivering his written resignation to the corporation at its principal office or to the president or clerk or if there be one, to the secretary. Such resignation shall become effective at the time or upon the happening of the condition, if any, specified therein or, if no such time or condition is specified, upon its receipt.

Section 4. Removal. At any meeting of the stockholders called: for the purpose any director may be removed from office with or without cause by the vote of a majority of the class of shares issued, outstanding and entitled to vote in the election of said director. At any meeting of the board of directors any director may be removed from office for cause by vote of a majority of the directors then in office. A director may be removed for cause only after a reasonable notice and opportunity to be heard before the body proposing to remove him.

Section 5. Vacancies. Vacancies in the board of directors may be filled by vote of a majority of the remaining directors elected by that class of stockholders which elected the

director whose office has been vacated or, if not yet so filled, by majority vote of the class of stockholders which elected the director whose office has been vacated.

Section 6. Regular Meetings. Regular meetings of the board of directors may be held at such times and places within or without the Commonwealth of Massachusetts as the board of directors may fix from time to time and, when so fixed, no notice thereof need be given. The first meeting of the board of directors following the annual meeting of the stockholders shall be held without notice immediately after and at the same place as the annual meeting of the stockholders or the special meeting held in lieu thereof. If in any year a meeting of the board of directors is not held at such time and place, any elections to be held or business to be transacted at such meeting may be held or transacted at any later meeting of the board of directors with the same force and effect as if held or transacted at such meeting.

Section 7. Special Meetings. Special meetings of the board of directors may be called at any time by the president or secretary (or, if there be no secretary, the clerk) or by any director. Such special meetings may be held anywhere within or without the Commonwealth of Massachusetts. A written, printed or telegraphic notice stating the place, date and hour (but not necessarily the purposes) of the meeting shall be given by the secretary or an assistant secretary (or, if there be no secretary or assistant secretary, the clerk or an assistant clerk) or by the officer or director calling the meeting at least forty-eight (48) hours before such meeting to each director by leaving such notice with him or at his residence or usual place of business or by mailing it, postage prepaid, or sending it by prepaid telegram, addressed to him at his last known address. No notice of the place, date or hour of any meeting of the board of directors need be given to any director if a written waiver of such notice, executed by him before or after the meeting, is filed with the records of the meeting, or to any director who attends the meeting without protesting prior thereto or at its commencement the lack of notice to him.

Section 8. Action at a Meeting. At any meeting of the board of directors, a majority of the directors then in office shall constitute a quorum. Though less than a quorum be present, any meeting may without further notice be adjourned to a subsequent date or until a quorum be had. When a quorum is present at any meeting a majority of the directors present may take any action on behalf of the board except to the extent that a larger number is required by law, by the articles or organization or by these by-laws.

Section 9. Action Without a Meeting. Any action required or permitted to be taken at any meeting of the directors may be taken without a meeting if all the directors consent to the action in writing and the written consents are filed with the records of the meetings of the directors. Such consents shall be treated for all purposes as a vote at a meeting.

Section 10. Powers. The board of directors shall have and may exercise all the powers of the corporation, except such as by law, by the articles of organization or by these by-laws are conferred upon or reserved to the stockholders. In the event of any vacancy in the board of directors, the remaining directors then in office, except as otherwise provided by

law, shall have and may exercise all of the powers of the board of directors until the vacancy is filled.

Section 11. Committees. The board of directors may elect from the board an executive committee or one or more other committees and may delegate to any such committee or committees any or all of the powers of the board except those which by law, by the articles of organization or by these by-laws may not be so delegated. Such committees shall serve at the pleasure of the board of directors. Except as the board of directors may otherwise determine, each such committee may make rules for the conduct of its business, but, unless otherwise determined by the board or in such rules, its business shall be conducted as nearly as may be as is provided in these by-laws for the conduct of the business of the board of directors.

Section 12. Meeting by Telecommunications. Members of the board of directors or any committee elected thereby may participate in a meeting of such board of committee by means of a conference telephone or similar communications equipment by means of which all persons participating in a meeting can hear each other at the same time and participation by such means shall constitute presence in person at the meeting.

ARTICLE III

Officers

Section 1. Enumeration. The officers of the corporation shall consist of a president, a treasurer and a clerk and such other officers, including without limitation a chairman of the board of directors, a secretary and one or more vice presidents, assistant treasurers, assistant clerks and assistant secretaries, as the board of directors may from time to time determine.

Section 2. Qualifications. No officer need be a stockholder or a director. The same person may hold at the same time one or more offices unless otherwise provided by law. The clerk shall be a resident of Massachusetts unless the corporation shall have a resident agent. Any officer may be required by the board of directors to give a bond for the faithful performance of his duties in such form and with such sureties as the board may determine.

Section 3. Elections. The president, treasurer and clerk shall be elected annually by the board of directors at its first meeting following the annual meeting of the stockholders. All other officers shall be chosen or appointed by the board of directors.

Section 4. Term. Except as otherwise provided by law, by the articles of organization or by these by-laws, the president, treasurer and clerk shall hold office until the first meeting of the board of directors following the next annual meeting of the stockholders and until their respective successors are chosen and qualified. All other officers shall hold office until the first meeting of the board of directors following the next annual meeting of the

stockholders, unless a shorter time is specified in the vote choosing or appointing such officer or officers.

Section 5. Resignations. Any officer may resign by delivering his written resignation to the corporation at its principal office or to the president or clerk, or, if there be one, to the secretary. Such resignation shall be effective at the time or upon the happening of the condition, if any, specified therein or, if no such time or condition is specified, upon its receipt.

Section 6. Removal. Any officer may be removed from office with or without cause by vote of a majority of the directors then in office. An officer may be removed for cause only after a reasonable notice and opportunity to be heard before the board of directors.

Section 7. Vacancies. Vacancies in any office may be filled by the board of directors.

Section 8. Certain Duties and Powers. The officers designated below, subject at all times to these by-laws and to the direction and control of the board of directors, shall have and may exercise the respective duties and powers set forth below:

The Chairman of the Board of Directors. The chairman of the board of directors, if there be one, shall, when present, preside at all meetings of the board of directors.

The President. The president shall be the chief executive officer of the corporation and shall have general operating charge of its business. Unless otherwise prescribed by the board of directors, he shall, when present, preside at all meetings of the stockholders, and, if a director, at all meetings of the board of directors unless there be a chairman of the board of directors who is present at the meeting.

The Treasurer. The treasurer shall be the chief financial officer of the corporation and shall cause to be kept accurate books of account.

The Clerk. The clerk shall keep a record of all proceedings of the stockholders and, if there be no secretary, shall also keep a record of all proceedings of the board of directors. In the absence of the clerk from any meeting of the stockholders or, if there be no secretary, from any meeting of the board of directors, an assistant clerk, if there be one, otherwise a clerk pro tempore designated by the person presiding at the meeting, shall perform the duties of the clerk at such meeting.

The Secretary. The secretary, if there be one, shall keep a record of all proceedings of the board of directors. In the absence of the secretary, if there be one, from any meeting of the board of directors, an assistant secretary, if there be one, otherwise a secretary pro tempore designated by the person presiding at the meeting, shall perform the duties of the secretary at such meeting.

Section 9. Other Duties and Powers. Each officer, subject at all times to these by-laws and to the direction and control of the board of directors, shall have and may exercise, in addition to the duties and powers specifically set forth in these by-laws, such duties and powers as are prescribed by law, such duties and powers as are commonly incident to his office and such duties and powers as the board of directors may from time to time prescribe.

ARTICLE IV

Capital Stock

Section 1. Amount and Issuance. The total number of shares and the par value, if any, of each class of stock which the corporation is authorized to issue shall be stated in the articles of organization. The directors may at any time issue all or from time to time any part of the unissued capital stock of the corporation from time to time authorized under the articles of organization, and may determine, subject to any requirements of law, the consideration for which stock is to be issued and the manner of allocating such consideration between capital and surplus.

Section 2. Certificates. Each stockholder shall be entitled to a certificate or certificates stating the number and the class and the designation of the series, if any, of the shares held by him, and otherwise in form approved by the board of directors. Such certificate or certificates shall be signed by the president or a vice president and by the treasurer or an assistant treasurer. Such signatures may be facsimiles if the certificate is signed by a transfer agent, or by a registrar, other than a director, officer or employee of the corporation. In case any officer who has signed or whose facsimile signature has been placed on such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the corporation with the same effect as if he were such officer at the time of its issue.

Every certificate issued for shares of stock at a time when such shares are subject to any restriction on transfer pursuant to the articles of organization, these by-laws or any agreement to which the corporation is a party shall have the restriction noted conspicuously on the certificate and shall also set forth on the face or back of the certificate either (i) the full text of the restriction or (ii) a statement of the existence of such restriction and a statement that the corporation will furnish a copy thereof to the holder of such certificate upon written request and without charge.

Every certificate issued for shares of stock at a time when the corporation is authorized to issue more than one class or series of stock shall set forth on the face or back of the certificate either (i) the full text of the preferences, voting powers, qualifications and special and relative rights of the shares of each class and series, if any, authorized to be issued, as set forth in the articles of organization or (ii) a statement of the existence of such preferences, powers, qualifications and rights and a statement that the corporation

will furnish a copy thereof to the holder of such certificate upon written request and without charge.

Section 3. Transfers. The board of directors may make such rules and regulations not inconsistent with the law, with the articles of organization or with these by-laws as it deems expedient relative to the issue, transfer and registration of stock certificates. The board of directors may appoint a transfer agent and a registrar of transfers or either and require all stock certificates to bear their signatures. Except as otherwise provided by law, by the articles of organization or by these by-laws, the corporation shall be entitled to treat the record holder of any shares of stock as shown on the books of the corporation as the holder of such shares for all purposes, including the right to receive notice of and to vote at any meeting of stockholders and the right to receive any dividend or other distribution in respect of such shares.

Section 4. Record Date. The board of directors may fix in advance a time, which shall be not more than sixty (60) days before the date of any meeting of stockholders or the date for the payment of any dividend or the making of any distribution to stockholders or the last day on which the consent or dissent of stockholders may be effectively expressed for any purpose, as the record date for determining the stockholders having the right to notice of and to vote at such meeting and any adjournment thereof or the right to receive such dividend or distribution or the right to give such consent or dissent, and in such case only stockholders of record on such record date shall have such right, notwithstanding any transfer of stock on the books of the corporation after the record date.

Section 5. Lost Certificates. The board of directors may, except as otherwise provided by law, determine the conditions upon which a new certificate of stock may be issued in place of any certificate alleged to have been lost, mutilated or destroyed.

ARTICLE V

Miscellaneous provisions

Section 1. Fiscal Year. The fiscal year of the corporation shall begin on the first day of January in each year and end on the last day of December next following.

Section 2. Corporate Seal. The seal of the corporation shall be in such form as shall be determined from time to time by the board of directors.

Section 3. Corporation Records. The original, or attested copies, of the articles of organization, by-laws and records of all meetings of the incorporators and stockholders, and the stock and transfer records, which shall contain the names of all stockholders and the record address and the amount of stock held by each, shall be kept in the Commonwealth of Massachusetts at the principal office of the corporation in said Commonwealth or at an office of the transfer agent or of its clerk or of its resident agent, if any. Said copies and records need not all be kept in the same office. They shall be available at all reasonable times to inspection by any stockholder for any proper purpose

but not if the purpose for which such inspection is sought is to secure a list of stockholders or other information for the purpose of selling said list or information or copies thereof or of using the same for a purpose other than the interest of the applicant, as a stockholder, relative to the affairs of the corporation.

Section 4. Voting of Securities. Except as the board of directors may otherwise prescribe, the president or the treasurer shall have full power and authority in the name and on behalf of the corporation, subject to the instructions of the board of directors, to waive notice of, to attend, act and vote at, and to appoint any person or persons to act as proxy or attorney in fact for this corporation (with or without power of substitution) at any meeting of stockholders or shareholders of any other corporation or organization, the securities of which may be held by this corporation.

ARTICLE VI

Amendments

These by-laws may be amended or repealed at any annual or special meeting of the stockholders by the affirmative vote of a majority of the shares of capital stock then issued, outstanding and entitled to vote provided notice of the proposed amendment or repeal is given in the notice of the meeting. No change in the date fixed in these by-laws for the annual meeting of the stockholders shall be made within sixty (60) days before such date, and notice of any change in such date shall be given to all stockholders at least twenty (20) days before the new date fixed for such meeting.

If authorized by the articles of incorporation, these by-laws may also be amended or repealed in whole or in part, or new by-laws made, by the board of directors except with respect to any provision hereof which by-law, the articles of organization or these by-laws requires action by the stockholders. Not later than the time of giving notice of the meeting of stockholders next following the making, amendment or repeal by the directors of any by-laws, notice thereof stating the substance of such change shall be given to all stockholders entitled to vote on amending the by-laws. Any by-law to be made, amended or repealed by the directors may be amended or repealed by the stockholders.

Exhibit 3.35

CERTIFIED COPY

ARTICLES OF INCORPORATION

OF

HABILITATION CENTER, INC.

The undersigned, a natural person of the age of twenty-one years or more, acting as incorporator of a corporation under the Arkansas Business Corporation Act (Act 576 of 1965), adopts the following articles of incorporation of such corporation:

FIRST: The name of the corporation is HABILITATION CENTER, INC.

SECOND: The period of duration is perpetual.

THIRD: The nature of the business of the corporation and the objects or purposes proposed to be transacted, promoted and carried by it are as follows:

[Illegible]

A] To operate a healthcare facility described as an intermediate care facility for the mentally retarded and as a psychiatric residential facility and to perform all services and acts of business related to this.

B] To do everything necessary, suitable or proper for the accomplishment of the purposes, the attainment of the objects or the furtherance of the powers in these articles of incorporation, or any amendment thereof, as necessary or incidental to the protection and benefit of the corporation; and in general to carry on any lawful business necessary or incidental to the attainment of the objects of the corporation, whether or not such business is similar in nature to the objects set forth in these articles of incorporation or any amendment thereto.

C] The above powers are in addition to those granted by statute and they do not limit the powers so granted in any manner.

FOURTH: The aggregate number of shares which the corporation shall have the authority to issue is three hundred (300) shares. The shares shall be of common class only and will be without par value.

FIFTH: The amount of capital with which this corporation shall begin business is $300.00, and this corporation will not transact any business until there has been paid in for the issuance of shares consideration of the value of at least $300.00

SIXTH: The provisions for the regulation of the internal affairs of the corporation are:

The initial code of by-laws of the corporation shall be adopted by the Board of Directors. The power to amend or repeal the by-laws or to adopt a new code of by-laws shall be in the directors, but the affirmative vote of a majority of the directors shall be necessary to exercise that power. The code of by-laws may contain any provisions for the regulation and management of this corporation which are consistent with the Act and with these articles of incorporation.

SEVENTH: The address of the initial registered office of this corporation is:

Habilitation Center, Inc.
308 Main Street
Fordyce, Arkansas 71742

The name of the initial registered agent at such address is:

Robin F. Wynne.

EIGHTH: The number of directors constituting the initial board of directors is two (2). The number of directors to be elected at the annual meeting (or special meeting called for that purpose) of the shareholders next following the time when shares of the corporation become owned of record by more than two shareholders shall be four (4).

NINTH: The name and address of the incorporator is:

Robin F. Wynne
Wynne Law Firm
P.O. Box 231
Fordyce, Arkansas 71742

IN WITNESS WHEREOF, I have hereunto set my hand this 24th day of April, 1987.

/s/ Robin F. Wynne
Robin F. Wynne

CERTIFIED COPY

CERTIFIED COPY

STATE OF ARKANSAS]
]
COUNTY OF DALLAS]

ACKNOWLEDGMENT

BE IT REMEMBERED that on the 24th day of April, 1987, personally came before me, the undersigned, a notary public within and for the State and County aforesaid, Robin F. Wynne, party to the foregoing Articles Of Incorporation, known to me personally to be such, and acknowledged the same to be the act and deed of the signer, and that the facts therein stated are truly set forth.

Given under my hand and seal of office the 24th day of April, 1987.

/s/ Marilyn T. Norman
NOTARY PUBLIC

My Commission Expires:

9-11-92

(SEAL)

CERTIFIED COPY

NOTICE OF CHANGE OF REGISTERED OFFICE
OR REGISTERED AGENT, OR BOTH

CERTIFIED COPY

To: W. J. "Bill" McCuen
Secretary of State
Corporation Division
State Capitol
Little Rock, Arkansas 72201-1094

Pursuant to the Corporation Laws of the State of Arkansas, the undersigned corporation submits the following statement for the purpose of changing its registered office or its registered agent, or both in the state of Arkansas. If this statement reflects a change of registered office, this form must be accompanied by notice of such change to any and all applicable corporations.

☐ Foreign
☑ Domestic

1. Name of corporation: Habilitation Center, Inc.

2. Address of its present registered office: 308 Main Street
Street Address
Fordyce, Arkansas 71742
City, State. Zip

3. Address to which registered office is to be changed:

Habilitation Center, Inc. Hwy 79 North, Industrial Park Drive, Fordyce, AR 71742

Street Address, City, State. Zip

4. Name of present registered agent: Robin F. Wynne

5. Name of successor registered agent: Wanda Miles Bell

I, Wanda Miles Bell, hereby consent to serve as registered agent for this corporation.

/s/ Wanda Miles - Bell
Successor Agent

A letter of consent from successor agent may be substituted in lieu of this signature.

6. The address of its registered office and the address of the business office of its registered agent, as changed, will be identical.

MUST BE FILED IN DUPLICATE

A copy bearing the file marks of the Secretary of State shall be returned.

If this corporation is governed by Act 576 of 1965 such change must be filed with the County Clerk of the County in which its registered office is located, unless the registered office is located in Pulaski County, in which event no filing with the County Clerk is required.

Dated May 10 1989

/s/ James O. Stephens
Name of Authorized Officer

Chairman of Board
Title of Authorized Officer

Secretary or Assistant Secretary

Fee $25.00

DO-3/DN-04/F-06/10-1-88
ACI – 5941

CERTIFIED COPY

FILED - Arkansas Secretary of State # 100023259/23/199/00:

CERTIFIED COPY

[Illegible]

ARTICLES OF AMENDMENT
OF
HABILITATION CENTER, INC.

ARTICLE ONE

The name of the corporation is Habilitation Center, Inc. (the "Company").

ARTICLE TWO

Pursuant to section 4-27-1701 of the Arkansas Business Corporation Act of 1987 (the "1987 Act"), the Company, as adopted by the shareholders pursuant to the resolutions attached hereto as Exhibit A, hereby amends its Articles of Incorporation and elects to be governed by the 1987 Act.

ARTICLE THREE

The foregoing amendment was adopted by the Board of Directors of the Company as of June 23, 1997 and was approved on June 23, 1997 by a unanimous vote of the sole shareholder of the Company, holding all 100 shares of the Company's outstanding common stock, pursuant to the provisions of Section 4-26-302 of the Arkansas Business Corporation Act.

IN WITNESS WHEREOF, THE Company has caused these Articles of Amendment to be executed by its duly authorized officer this 23rd day of June, 1997.

HABILITATION CENTER, INC.

By: /s/ Joseph L. Stephens
Name: Joseph L. Stephens
Title: president

CERTIFIED COPY

CERTIFIED COPY

EXHIBIT A

HABILITATION CENTER, INC.

WRITTEN CONSENT OF SOLE SHAREHOLDER

The undersigned, being the holder of all issued and outstanding shares of common stock of Habilitation Center, Inc., an Arkansas corporation (the "Corporation"), does hereby waive notice of the time, place and purpose of a meeting of the shareholders of the Corporation with respect to the following actions, and, acting pursuant to Section 4-26-710 of the Arkansas Business Corporation Act, does hereby consent to the taking of the following actions without a meeting, and, as evidenced by the signature below, does hereby adopt, ratify and confirm the following actions effective as of the 23rd day of June, 1997.

WHEREAS, the Board of Directors of the Corporation has recommended to the undersigned that the Corporation amend its Articles of Incorporation to elect to have the Corporation governed by the Arkansas Business Corporation Act of 1987 (the "1987 Act"); and

WHEREAS, the undersigned desires to amend the Articles of Incorporation of the Corporation to elect to have the Corporation governed by the 1987 Act.

NOW, THEREFORE, BE IT RESOLVED, that the Corporation's Articles of Incorporation shall be amended to change the Corporation's governing statutes from the Arkansas Business Corporation Act of 1965 to the 1987 Act, by filing Articles of Amendment in the appropriate form with the Secretary of State of the State of Arkansas; and

FURTHER RESOLVED, that the officers of the Corporation are hereby authorized and directed to take all actions and to do all things necessary to effect such amendment including, but not limited to, the execution and filing of said Articles of Amendment.

IN WITNESS WHEREOF, the undersigned has executed this consent action as of the 23rd day of June, 1997.

REHABILITATION CENTERS, INC.

By: _____

Title: _____

CERTIFIED COPY

Arkansas Secretary of State - Document No.: 554830002 - Date Filed: 05-28-2003 11:35 AM - Total Pages: 1

Arkansas Secretary of State

[SEAL] **State Capitol • Little Rock, Arkansas 72201-1094**

Charlie Daniels **501-682-3409 • www.sosweb.state.ar.us**

NOTICE OF CHANGE OF REGISTERED OFFICE OR REGISTERED AGENT, OR BOTH

To: Charlie Daniels
Secretary of State
Corporations Division
State Capitol
Little Rock, Arkansas 72201-1094

Pursuant to the Corporation Laws of the State of Arkansas, (Act 958 of 1987), the undersigned corporation submits the following statement for the purpose of changing its registered office or its registered agent, or both in the State of Arkansas. If this statement reflects a change of registered office, this form must be accompanied by notice of such change to any and all applicable corporations.

☐ Foreign ☒ Domestic

1. Name of corporation: Habilitation Center, Inc.
2. Street address of present registered office: Highway 79 North, Industrial Park Drive
Street Address

Fordyce, AR 71742
City, State Zip

3. Street address to which registered office is to be changed:
425 West Capitol Avenue, Suite 1700, Little Rock, Arkansas 77201
Street Address, City, State, Zip
4. Name of present registered agent: Wanda Miles Bell
5. Name of successor registered agent: The Corporation Company

I, The Corporation Company hereby consent to serve as registered agent for this corporation.

By: /s/ Kirk Hood
Successor Agent
Kirk Hood, Assistant Secretary

A letter of consent from successor agent may be substituted in lieu of this signature.

6. The address of its registered office and the address of the business office of its registered agent, as changed, will be identical.

A copy bearing the file marks of the Secretary of State shall be returned.

If this corporation is governed by Act 576 of 1965 such change must be filed with the County Clerk of the County in which its registered office is located, unless the registered office is located in Pulaski County, in which event no filing with the County Clerk is required.

Dated 5/20/03

/s/ John Little
Signature of Authorized Officer

John Little, General Counsel
Title of Authorized Officer

Fee $25.00 **DO-3/DN-04/F-06/ "New Code" Rev. 2/03**

CERTIFIED COPY

CERTIFIED COPY

Arkansas Secretary of State - Document No.: 6307820002 - Date Filed: 12-07-2006 09:31 AM - Total Pages: 1

Arkansas Secretary of State

[SEAL]

State Capitol • Little Rock, Arkansas 72201-1094

Charlie Daniels

501-682-3409 • www.sos.arkansas.gov

INSTRUCTIONS: File with the Secretary of State's Office, Business Services Division, State Capitol, Little Rock, Arkansas 72201 -1094. A copy will be returned to the entity and must be filed with the County Clerk in the county in which the entity's registered office is located (unless registered office is in Pulaski County).

APPLICATION FOR FICTITIOUS NAME

Select entity type:

- ☒ For-Profit Corporation ($25.00 fee)
- ☐ General Partnership ($15.00 fee)
- ☐ LLC ($25.00 fee)
- ☐ LLLP ($15.00 fee)
- ☐ Nonprofit Corporation ($25.00 fee)
- ☐ Limited Partnership ($15.00 fee)
- ☐ LLP ($15.00 fee)

Pursuant to the provisions of Arkansas law, the undersigned entity hereby applies for the use of a fictitious name and submits herewith the following statement:

1. The fictitious name under which the business is being, or will be, conducted by this entity is:
   Millcreek of Arkansas

2. The character of the business being, or to be, conducted under such fictitious name is:
   therapy; education

3. a) The entity name of the applicant and its date of qualification in Arkansas:
   Habilitation Center, Inc., 5/04/1987 (#100023259)

   b) The entity is ☒ domestic ☐ foreign (state of domestic registration) _____

   c) The location (city and street address) of the registered office of the applicant entity in Arkansas is:

425 West Capitol Ave., Ste 1700	Little Rock	AR	72201
Street	City	State	ZIP Code

I understand that knowingly signing a false document with the intent to file with the Arkansas Secretary of State is a Class C misdemeanor and is punishable by a fine up to $100.00 and/or imprisonment up to 30 days.

Authorizing Officer J. Mack Nunn, Secretary
(Type or Print)

Authorized Signature: /s/ J. Mack Nunn
(Chairman, Partner or other authorized person)

Address: 1705 Capital of Texas Hwy So. #400, Austin TX 78746

Fee: see

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Arkansas Secretary of State

[SEAL]

Charlie Daniels

State Capitol • Little Rock, Arkansas 72201-1094
501-682-3409 • www.sos.arkansas.gov

Business & Commercial Services, 250 Victory Building, 1401 W. Capitol, Little Rock

NOTICE OF CHANGE OF COMMERCIAL REGISTERED AGENT INFORMATION
(PLEASE TYPE OR PRINT CLEARLY IN INK)

1. a. Current Name of Commercial Registered Agent: The Corporation Company

   b. New name of Commercial Registered Agent: The Corporation Company

2. a. Current address on file: 425 West Capitol Avenue
   Street Address

   Suite 1700 Little Rock, AR 72201
   Street Address Line 2 City, State Zip

   b. New address: 124 West Capitol Avenue
   Street Address

   Suite 1400 Little Rock, AR 72201–3736
   Street Address Line 2 City, State Zip

3. a. Jurisdiction / type of organization: Business Corporation

   b. New jurisdiction / new type of organization: _____

4. Attach a listing of ALL entities effected by the above change(s).

A commercial registered agent shall promptly furnish each entity it represents with notice of the filing of a statement of change.

I understand that knowingly signing a false document with the intent to file with the Arkansas Secretary of State is a Class C misdemeanor and is punishable by a fine up to $100.00 and/or imprisonment up to 30 days.

Executed this 27th day of December, 2007.

/s/ Marie Hauer, Asst. Secy.
Signature and Title of Authorized Individual

Marie Hauer
Printed Name of Authorized Individual

NO FEE

CRA-CF Rev. 08/07

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Arkansas Secretary of State

[SEAL]

Charlie Daniels

State Capitol • Little Rock, Arkansas 72201-1094
501-682-3409 • www.sos.arkansas.gov

Business & Commercial Services. 250 Victory Building, 1401 W. Capitol, Little Rock

NOTICE OF CHANGE OF COMMERCIAL REGISTERED AGENT INFORMATION
(PLEASE TYPE OR PRINT CLEARLY IN INK)

1. a. Current Name of Commercial Registered Agent: THE CORPORATION COMPANY

   b. New name of Commercial Registered Agent: THE CORPORATION COMPANY

2. a. Current address on file: 124 West Capitol Avenue
   Street Address

   Suite 1400 Little Rock, AR 72201– 3736
   Street Address Line 2 City, State Zip

   b. New address: 124 West Capitol Avenue
   Street Address

   Suite 1900 Little Rock, AR 72201
   Street Address Line 2 City, State Zip

3. a. Jurisdiction/type of organization: BUSINESS CORPORATION

   b. New jurisdiction / new type of organization: _____

4. Attach a listing of ALL entities effected by the above change(s).

A commercial registered agent shall promptly furnish each entity it represents with notice of the filing of a statement of change.

I understand that knowingly signing a false document with the intent to file with the Arkansas Secretary of State is a Class C misdemeanor and is punishable by a fine up to $100.00 and/or imprisonment up to 30 days.

Executed this 28th day of April, 2008.

/s/ Marie Hauer, Asst. Secy
Signature and Title of Authorized Individual

Marie Hauer
Printed Name of Authorized Individual

NO FEE

CRA-CF Rev. 08/07

CERTIFIED COPY

Exhibit 3.36

HABILITATION CENTER, INC.

AMENDED AND RESTATED BYLAWS

Adopted as of January 22, 2001

Corporate Bylaws

Article I. Definitions

1.01 Code

The Code means the applicable titles, parts, chapters, sections, and other divisions of the state of incorporation's statutory scheme governing the formation and operation of corporations.

1.02 Record Date

Record Date means the date established under the Code on which the corporation determines the identity of its shareholders and their shareholdings. Such determination shall be made as of the close of business on the record date unless another time for doing so is specified when the record date is fixed.

1.03 Voting Group

Voting Group means all shares of one or more classes or series that under the articles of incorporation or the Code are entitled to vote and be counted together collectively on a matter at a meeting of the shareholders. All shares entitled by the articles of incorporation or the Code to vote generally on the matter are for that purpose a single voting group.

1.04 Corporation

Corporation includes any domestic or foreign predecessor entity of the corporation in a merger or other transaction in which the predecessor's existence ceased upon consummation of the transaction.

1.05 Director or Officer

Director or Officer means an individual who is or was (i) a member of the Board of Directors, (ii) an individual elected or appointed by the Board of Directors to serve as an officer, or (iii) a member of any duly constituted Committee of the Board of Directors. "Director" or "officer" includes, unless the context otherwise requires, the estate or personal representative of a director or officer.

1.06 Disinterested Director or Officer

"Disinterested Director" or "Disinterested Officer" means a director or officer who, with respect to a determination of the authorization or non-authorization of an expense advancement or of indemnification, is neither:

(i) the individual whose indemnification or expense advancement is the subject of the decision being made; nor

(ii) An individual having a familial, financial, professional, or employment relationship with the person whose indemnification or advance for expenses is the subject of the decision being made with respect to the proceeding, which relationship would, in the circumstances, reasonably be expected to exert an influence on the director's or officer's judgment when voting on the decision being made.

1.07 Liability

Liability means the obligation to pay a judgment, settlement, penalty, fine (including an excise tax assessed with respect to an employee benefit plan), or reasonable expenses incurred with respect to a proceeding.

1.08 Official Capacity

When used with respect to a director, Official Capacity means the office of director in the corporation. When used with respect to an officer, Official Capacity means the office in the corporation held by the officer. Official capacity does not include service for any other domestic or foreign corporation or any partnership, joint venture, trust, employee benefit plan, or other entity.

1.09 Party

Party includes an individual who was, is, or is threatened to be made a named defendant or respondent in a proceeding.

1.10 Proceeding

Proceeding means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitrative, or investigative and whether formal or informal.

Article II. Offices and Agents

2.01 Registered Office and Agent

The corporation shall maintain a registered office and have a registered agent, whose business office address is identical to that of the registered office, in its state of incorporation and in each state in which the corporation is qualified to do business.

2.02 Other Offices

In addition to its registered office, the corporation may have offices at any other place or places, within or without the state of incorporation, as the Board of Directors may from time to time select or as the business of the corporation may require or make desirable.

Article III. Meetings of the Shareholders

3.01 Annual Meetings

An annual meeting of the shareholders shall be held for the election of directors at such date, time, and place, either within or without the state of incorporation, as may be designated by resolution of the Board of Directors from time to time. Such resolution shall designate the date, time, and place of the meeting. Any other proper business may be transacted at the annual meeting. If an annual meeting is not held as provided in this bylaw, any business, including the election of directors, that might properly have been acted upon at that meeting may be acted upon at a special meeting in lieu of the annual meeting held pursuant to these bylaws or held pursuant to a court order.

3.02 Special Meetings

Special meetings of the shareholders may be called for any purpose or purposes at any time by the Board of Directors, or by the President of the corporation, or by a Committee of the Board of Directors that has been duly designated and authorized by resolution of the Board of Directors to call such meetings. In addition, the Board of Directors shall call such a meeting upon the written request of shareholders holding at least twenty percent (20%) of all the votes entitled to be cast on the issue or issues proposed to be considered at the requested special meeting.

3.03 Quorum

With respect to shares entitled to vote as a separate voting group on a matter at a meeting of shareholders, the presence, in person or by proxy, of a majority of the votes entitled to be cast on the matter by the voting group shall constitute a quorum of that voting group for action on that matter unless the articles of incorporation or the Code provide otherwise. Once a share is represented for any purpose at a meeting, other than solely to object to holding the meeting or to transacting business at the meeting, it is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of the meeting unless a new record date is or must be set for the adjourned meeting pursuant to the bylaw governing the fixing of the record date with regard to shareholder action.

3.04 Adjournment and Reconversion

Whether or not a quorum is present to organize a meeting, any meeting of shareholders may be adjourned by the holders of a majority of the voting shares represented at the meeting to reconvene at a specific time and place, but no later than 120 days after the date fixed for the original meeting unless the requirements of the Code concerning the selection of a new record date have been met. At any reconvened meeting within that time period, any business may be transacted that could have been transacted at the meeting that was adjourned.

3.05 Presiding Officer

The Chief Executive Officer shall serve as the Presiding Officer of every meeting of shareholders unless another person is elected by the shareholders to serve as Presiding Officer at the meeting. The Presiding Officer shall appoint any persons he deems required to assist with the meeting.

3.06 Vote Required for Action

If a quorum exists, action on a matter (other than the election of directors) by a voting group is approved if the votes cast within the voting group favoring the action exceed the votes cast opposing the action, unless the articles of incorporation, provisions of these bylaws validly adopted by the shareholders, or the Code requires a greater number of affirmative votes. If the articles of incorporation or the Code provide for voting by two or more voting groups on a matter, action on that matter is taken only when voted upon by each of those voting groups counted separately. Action may be taken by one voting group on a matter even though no action is taken by another voting group entitled to vote on the matter. With regard to the election of directors, unless otherwise provided in the articles of incorporation, if a quorum exists, action on the election of directors is taken by a plurality of the votes cast by the shares entitled to vote in the election.

3.07 Shares Held by Another Corporation

Shares standing in the name of another corporation, domestic or foreign, may be voted by such officer, agent, or proxy as the by-laws of such other corporation may prescribe, or, in the absence of such a provision, as the board of directors of such other corporation may determine.

3.08 Method of Voting Shares

Unless the articles of incorporation or the Code provide otherwise, each outstanding share having voting rights shall be entitled to one vote on each matter submitted to a vote at a meeting of the shareholders. Voting on all matters shall be by voice vote or by show of hands unless any qualified voter, prior to the voting on any matter, demands vote by ballot, in which case each ballot shall state the name of the shareholder voting and the number of shares voted by him, and if the ballot be cast by proxy, it shall also state the name of the proxy.

3.09 Proxies

A shareholder entitled to vote on a matter may vote in person or by proxy pursuant to an appointment of proxy executed in writing by the shareholder or by his attorney-in-fact. An appointment of proxy shall be valid for only one meeting to be specified therein, and any adjournments of such meeting, but shall not be valid for more than eleven months unless expressly provided therein. Appointments of proxy shall be dated and filed with the records of the meeting to which they relate. If the validity of any appointment of proxy is questioned, it must be submitted to the secretary of the meeting of shareholders for examination or to a proxy officer or committee appointed by the meeting's presiding officer. The secretary of the meeting or, if appointed, the proxy officer or committee, shall determine the validity or invalidity of any appointment of proxy submitted for examination. Reference in the minutes of the meeting by the secretary or, if appointed, the proxy officer or committee, as to the regularity of an appointment of proxy shall be received as prima facie evidence of the facts stated for the purpose of establishing the presence of a quorum at the meeting and for all other purposes.

3.10 Action Without a Meeting

Any action required or permitted to be taken at a meeting of the shareholders, may be taken without a meeting if the action is taken by all shareholders entitled to vote on the action. Or, if allowed by the articles of incorporation, such action may be taken without a meeting by persons who would be entitled to vote shares having voting power to cast not less than the minimum number (or numbers, in the case of voting by groups) of votes that would be necessary to authorize or take the action at a meeting at which all shareholders entitled to vote were present and voted. The action without a meeting must be evidenced by one or more written consents describing the action taken, signed by shareholders entitled to take action without a meeting, and delivered to the corporation for inclusion in the minutes or filing with the corporate records. The corporation shall give written notice of actions so taken.

3.11 Notice

Unless waived as contemplated in these bylaws, a notice of each meeting of shareholders, stating the date, time, and place of the meeting shall be given not less than ten (10) days nor more than sixty (60) days before the date thereof, to each shareholder entitled to vote at that meeting. In the case of an annual meeting, the notice need not state the purpose or purposes of the meeting unless the articles of incorporation or the Code requires otherwise. In the case of a special meeting, including a special meeting in lieu of an annual meeting, the notice of meeting shall state the purpose or purposes for which the meeting is called.

Article IV. Board of Directors

4.01 Powers

All corporate powers, which are lawful and do not violate any legal agreement among shareholders and which are not prohibited by the articles of incorporation or these bylaws, shall be exercised by or under the authority of, and the business and affairs of the corporation shall be managed under, the direction of the Board of Directors. The Board of Directors may, by resolution, vote any shares of stock owned by the corporation. Also, the Board of Directors from time to time in its discretion may authorize or declare distributions or share dividends in accordance with the Code.

4.02 Number

The number and composition of the corporation's Board of Directors shall initially be that which is specified in the articles of incorporation. If the articles of incorporation do not specify the number and composition of the Board of Directors, then the Board of Director's shall consist of one member, the

Chief Executive Officer of the corporation. Thereafter, the number and composition of the Board of Directors may be changed from time to time by an action of the shareholders.

4.03 Election

Except as provided for in the bylaw addressing vacancies in the Board of Directors, the Directors shall be elected by a vote of the shareholders at each annual meeting of shareholders or special meeting in lieu of the annual meeting.

4.04 Term of Office

Except in the case of death, written resignation, retirement, disqualification, or removal, each director shall serve until the next succeeding annual meeting or special meeting in lieu of an annual meeting and thereafter until his successor is elected and qualifies or until the number of directors is decreased.

4.05 Removal

One or more directors may be removed from office with or without cause by the shareholders by a majority of the votes entitled to be cast. If the director was elected by a voting group, only the shareholders of that voting group may participate in the vote to remove him. Removal action may be taken at any meeting of shareholders with respect to which the notice stated that the purpose, or one of the purposes, of the meeting is removal of the director, and a removed director's successor may be elected at the same meeting.

4.06 Vacancies

A vacancy occurring in the Board of Directors, other than by reason of an increase in the number of directors, shall be filled for the unexpired term by the first to take action of (a) the shareholders or (b) the Board of Directors, and if the directors remaining in office constitute fewer than a quorum of the Board of Directors, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office. If the vacant office was held by a director elected by a voting group, only the holders of shares of that voting group or the remaining directors elected by that voting group are entitled to vote to fill the vacancy. A vacancy occurring in the Board of Directors by reason of an increase in the number of directors shall be filled in like manner as any other vacancy, but, if filled by action of the Board of Directors, shall only be for a term of office continuing until the next election of directors by the shareholders and until the election and qualification of a successor.

4.07 Committees

The Board of Directors, by resolution, may designate from among its members an executive committee and one or more other committees, each consisting of one or more directors all of whom serve at the pleasure of the Board of Directors. Except as limited by the Code, each committee shall have the authority set forth in the resolution establishing the committee. The provisions of these bylaws as to the Board of Directors and its deliberations shall be applicable to any committee of the Board of Directors. All decisions and actions of any committee created by these bylaws or resulting from the authority granted by these bylaws, shall be subject to the discretionary review and approval of the Board of Directors.

4.08 Compensation

Unless the articles of incorporation provide otherwise, the Board of Directors may determine from time to time the compensation, if any, directors may receive for their services as directors. A

director may also serve the corporation in a capacity other than that of director and receive compensation, as determined by the Board of Directors, for services rendered in such other capacity.

Article V. Meetings of the Board of Directors

5.01 Regular Meetings

Regular meetings of the Board of Directors shall be held immediately after the annual meeting of shareholders or a special meeting in lieu of the annual meeting. In addition, the Board of Directors may schedule other meetings to occur at regular intervals throughout the year.

5.02 Special Meetings

Special meetings of the Board of Directors may be called by or at the request of the Chief Executive Officer of the corporation, by the sole director of the board or, if the board consists of more than one director, by any two directors in office at that time.

5.03 Quorums

Unless a greater number is required by the articles of incorporation, these bylaws, or the Code, a quorum of the Board of Directors consists of a majority of the total number of directors.

5.04 Adjournments

Whether or not a quorum is present to organize a meeting, any meeting of directors (including an adjourned meeting) may be adjourned by a majority of the directors present to reconvene at a specific time and place. At any reconvened meeting, any business may be transacted that could have been transacted at the meeting that was adjourned. It shall not be necessary to give any notice of the reconvened meeting or of the business to be transacted, if the date, time and place of the reconvened meeting are announced at the meeting that was adjourned.

5.05 Action Without a Meeting

Unless the Code, the articles of incorporation, or these bylaws provide otherwise, any action required or permitted to be taken at any meeting of the Board of Directors, or any action that may be taken at a meeting of an authorized committee of the Board of Directors, may be taken without a meeting if the action is taken by all the members of the Board of Directors (or of the committee, as the case may be). The action must be evidenced by one or more written consents describing the action taken, signed by each director (or each director serving on the committee, as the case may be), and delivered to the corporation for inclusion in the minutes or filing with the corporate records.

5.06 Meetings by Telephone

Any or all directors may participate in a meeting of the Board of Directors, and members of an authorized committee of the Board of Directors may participate in a meeting of the committee (as the case may be), through the use of any means of communication by which all directors participating may simultaneously hear each other during the meeting.

5.07 Place of Meetings

Directors may hold their meetings at any place within or without the state of incorporation, as the Board of Directors may from time to time establish for regular meetings or as set forth in the notice of special meetings or, in the event of a meeting held pursuant to waiver of notice, as set forth in the

waiver.

5.08 Notice of Meetings

No notice shall be required for any regularly scheduled meeting of the directors. Unless waived as contemplated in these bylaws, each director shall be given at least five day's notice of each special meeting stating the date, time, and place of the meeting. It is not required that the purpose of a Directors' meeting be stated in any notice of such a meeting, whether the meeting is a regular or a special meeting.

5.09 Vote Required for Action

If a quorum is present when a vote is taken, the affirmative vote of a majority of directors present is the act of the Board of Directors unless the Code, the articles of incorporation, or these bylaws require the vote of a greater number of directors.

A director who is present at a meeting of the Board of Directors, or an authorized committee of the Board of Directors, when corporate action is taken is deemed to have assented to the action taken unless:

(i) he objects at the beginning of the meeting (or promptly upon his arrival) to holding the meeting or to transacting business at the meeting,

(ii) his dissent or abstention from the action taken is entered in the minutes of the meeting, or

(iii) he delivers written notice of his dissent or abstention to the presiding officer of the meeting before its adjournment or to the corporation immediately after adjournment of the meeting.

The right of dissent or abstention is not available to a director who votes in favor of the action taken.

Article VI. Shareholder and Director Notices

6.1 Delivery of Notice

Whenever these bylaws require notice to be given to any shareholder or director, the notice shall be given in accordance with this bylaw. Notice under these bylaws shall be in writing unless oral notice is reasonable under the circumstances. Any notice to directors may be written or oral. Notice may be communicated in person, by telephone, telegraph, teletype, other form of wire or wireless communication, or by mail or private carrier. If these forms of personal notice are impracticable, notice may be communicated by a newspaper of general circulation in the area where published, or by radio, television, or other form of public broadcast communication. Written notice to the shareholders, if in a comprehensible form, is effective when mailed, if mailed with first-class postage prepaid and correctly addressed to the shareholder's address shown in the corporation's current record of shareholders.

6.2 When Effective

Except as otherwise provided in this bylaw, written notice, if in a comprehensible form, is effective at the earliest of the following:

(i) when received or when delivered, properly addressed, to the addressee's last known

principal place of business or residence;

(ii) five days after deposit in the mail, as evidenced by the postmark, if mailed with first-class postage prepaid and correctly addressed, or

(iii) on the date shown on the return receipt, if sent by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee.

Oral notice is effective when communicated if communicated in a comprehensible manner.

In calculating time periods for notice, when a period of time measured in days, weeks, months, years, or other measurement of time is prescribed for the exercise of any privilege or the discharge of any duty, the first day shall not be counted but the last day shall be counted.

6.3 Waiver

A shareholder or director may waive any notice before or after the date and time stated in the notice. Except as provided in this bylaw, the waiver must be in writing, be signed by the shareholder or director entitled to the notice, and be delivered to the corporation for inclusion in the minutes or filing with the corporate records.

A shareholder's attendance at a meeting (i) waives objection to lack of notice or defective notice of the meeting, unless the shareholder at the beginning of the meeting objects to holding the meeting or transacting business at the meeting; and (ii) waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the shareholder objects to considering the matter when it is presented.

A director's attendance at or participation in a meeting waives any required notice to him of the meeting unless the director at the beginning of the meeting (or promptly upon his arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Unless required by the Code, neither the business transacted nor the purpose of the meeting need be specified in the waiver.

6.4 Notice Following Adjournment

If notice of an adjourned meeting of the shareholders or of the directors was properly given, it shall not be necessary to give any notice of the reconvened meeting or of the business to be transacted, if the date, time and place of the reconvened meeting are announced at the meeting that was adjourned and before adjournment; provided, however, that if a new record date of shares is or must be fixed, notice of the reconvened meeting must be given to persons who are shareholders as of the new record date.

Article VII. Officers

7.01 Number

The officers of the corporation shall consist of a Board Chairman, a President, a Secretary, a Treasurer, and any other officers as may be appointed by the Board of Directors or by an other duly appointed officer pursuant to these bylaws. The Board of Directors shall from time to time create and establish the duties of the other officers. Any two or more offices may be held by the same person.

7.02 Chairman of Board

The Chairman of the Board of Directors shall preside at all meetings of the Board of Directors and shall have authority to execute bonds, mortgages, and other contracts requiring a seal, under the seal of the corporation; to endorse, when sold, assigned, transferred, or otherwise disposed of by the corporation, all certificates or shares of stock, bonds, or other securities issued by other corporations, associations, trusts, whether public or private, or by any government agency thereof, and owned or held by the corporation, and to make, execute, and deliver all instruments or assignments of transfer of any such stocks, bonds, or other securities. The Chairman of the Board may, with the approval of the Board of Directors, or shall, at the direction of the Board of Directors, delegate any or all of such duties to the President.

7.03 President

The President shall be the Chief Executive Officer of the corporation and shall have general supervision of the business of the corporation. The President shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall perform such other duties as may from time to time be delegated by the Board of Directors. In the absence of the Chairman of the Board, the President shall have authority to do any and all things delegated to the Chairman of the Board of Directors.

7.04 Vice President

In the absence or disability of the President, or at the direction of the President, the Vice President, if any, shall perform the duties and exercise the powers of the President. If the corporation has more than one Vice President, the one designated by the Board of Directors shall act in lieu of the President. Vice Presidents shall perform whatever duties and have whatever powers the Board of Directors may from time to time assign.

7.05 Secretary

The Secretary shall be responsible for preparing minutes of the acts and proceedings of all meetings of the shareholders, the Board of Directors, and any Committees thereof. The Secretary shall have authority to give all notices required by the Code or these bylaws. The Secretary shall be responsible for the custody of the corporate books, records, contracts, and other documents. The Secretary may affix the corporate seal to any lawfully executed documents and shall sign any instruments as may require his or her signature. The Secretary shall authenticate records of the corporation. The Secretary shall perform whatever additional duties and have whatever additional powers the Board of Directors may from time to time assign. In the absence or disability of the Secretary or at the direction of the President, any assistant secretary may perform the duties and exercise the powers of the Secretary.

7.06 Treasurer

The Treasurer shall be responsible for the custody of all funds and securities belonging to the corporation and for the receipt, deposit, or disbursement of funds and securities under the direction of the Board of Directors. The Treasurer shall cause to be maintained full and true accounts of all receipts and disbursements and shall make reports of the same to the Board of Directors and the President upon request. The Treasurer shall perform all duties as may be assigned to him from time to time by the Board of Directors.

7.07 Appointment, Term, and Removal

All officers shall be appointed by the Board of Directors or by a duly appointed officer pursuant to these bylaws and shall serve at the pleasure of the Board of Directors or the appointing officers, as the case may be. All officers, however appointed, may be removed with or without cause by the Board of Directors, and any officer appointed by another officer may also be removed by the appointing officer with or without cause.

7.08 Compensation

The compensation of all officers of the corporation appointed by the Board of Directors shall be fixed by the Board of Directors.

7.09 Bonds

The Board of Directors may, by resolution, require any or all of the officers, agents, or employees of the corporation to give bonds to the corporation, with sufficient surety or sureties, conditioned on the faithful performance of the duties of their respective offices or positions, and to comply with any other conditions as from time to time may be required by the Board of Directors.

Article VIII. Indemnification

8.01 Basic Indemnification Arrangement

Except as provided in these bylaws, the corporation shall indemnify an individual who is a party to a proceeding because he or she is or was a director or officer against liability incurred in the proceeding if:

(i) Such Director or Officer conducted himself in good faith and reasonably believed:

(a) in the case of conduct in his or her official capacity, that such conduct was in the best interests of the corporation;

(b) In all other cases, that such conduct was at least not opposed to the best interests of the corporation; and

(c) In the case of any criminal proceeding, that the individual had no reasonable cause to believe such conduct was unlawful, or

(ii) Such Director's or Officer's conduct with respect to an employee benefit plan, which is the subject of the proceeding, was for a purpose he believed in good faith to be in the interests of the participants in and beneficiaries of the plan.

The termination of a proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent is not, of itself, determinative that the director or officer did not meet the requisite standard of conduct described in this bylaw.

The corporation may not indemnify a director or officer under this Article:

(i) In connection with a proceeding by or in the right of the corporation, except for reasonable expenses incurred in connection with the proceeding if it is determined that the director or officer has met the requisite standard of conduct under this bylaw; or

(ii) In connection with any proceeding with respect to conduct for which he or she was adjudged liable on the basis that personal benefit was improperly received by him or her, whether or not involving action in his or her official capacity.

8.02 Advances for Expenses

The corporation may, before final disposition of a proceeding, advance funds to pay for or reimburse the reasonable expenses, including counsel fees, incurred by a director or officer who is a party to a proceeding because he or she is a director or officer if he or she delivers to the corporation:

(i) A written affirmation of his or her good faith belief that he or she has met the requisite standard of conduct described in the Basic Indemnification Arrangement bylaw or that the proceeding involves conduct for which such person's liability has been eliminated under the corporation's articles of incorporation; and

(ii) His or her written undertaking to repay any funds advanced if it is ultimately determined that the director or officer is not entitled to indemnification under this Article or the Code. This undertaking to repay must be an unlimited general obligation of the director or officer but need not be secured and may be accepted without reference to the financial ability of the director or officer to make repayment.

Authorizations for expense advancements shall be made:

(i) By the board of directors:

(a) by a majority vote of a quorum consisting of disinterested directors, or

(b) if such a quorum is not obtainable (or is obtainable and a majority vote of a quorum of disinterested directors so directs), by independent legal counsel in a written opinion; or

(ii) By a majority vote of the shareholders; however, shares owned or voted under the control of a director or officer who at the time does not qualify as a disinterested director or disinterested officer with respect to the proceeding may not be voted on the authorization.

8.03 Court-Ordered Indemnification and Advances for Expenses

A director or officer who is a party to a proceeding because he or she is a director or officer may apply for indemnification or advance for expenses to the court conducting the proceeding or to another court of competent jurisdiction. Pursuant to the Code, after receipt of an application and after giving any notice it considers necessary, the court shall:

(i) Order indemnification or advance for expenses if it determines that the director or officer is entitled to indemnification; or

(ii) Order indemnification or advance for expenses if it determines, in view of all the relevant circumstances, that it is fair and reasonable to indemnify the director or officer, or to advance expenses to the director or officer, even if the director or officer has not met the relevant standard of conduct, failed to comply with the requirements for advance of expenses, or was adjudged liable on the basis that personal benefit was improperly received by him or her, whether or not involving action in his or her official capacity. However, if the director or officer was adjudged so liable, the indemnification shall be

limited to reasonable expenses incurred in connection with the proceeding.

If the court determines that the director or officer is entitled to indemnification or advance for expenses, it may also order the corporation to pay the director's or officer's reasonable expenses to obtain court-ordered indemnification or advance for expenses.

8.04 Determination and Authorization of Indemnification

The corporation acknowledges that indemnification of a director or officer according to these bylaws has been pre-authorized by the corporation as permitted by the Code. Nevertheless, the corporation shall not indemnify a director or officer under these bylaws unless a determination has been made for the specific proceeding that indemnification of the director or officer is permissible in the circumstances because he or she has met the relevant standard of conduct set forth in the Basic Indemnification Arrangement. However, regardless of the result or absence of any such determination, the corporation shall indemnify a director or officer who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which he or she was a party because he or she was a director or officer of the corporation against reasonable expenses incurred by the director or officer in connection with the proceeding.

The determination of indemnification shall be made:

(i) by the board of directors:

  (a) by a majority vote of a quorum consisting of disinterested directors; or

  (b) if such a quorum is not obtainable or is obtainable and a majority vote of a quorum of disinterested directors so directs, by independent legal counsel in a written opinion; or

(ii) by a majority vote of the shareholders, but shares owned by or voted under the control of a director or officer who at the time does not qualify as a disinterested director or disinterested officer may not be voted on the determination.

As acknowledged above, the corporation has pre-authorized the indemnification of directors and officers hereunder, subject to a determination for a specific proceeding that the director or officer met the relevant standard of conduct under the Basic Indemnification Arrangement. Consequently, no further decision need or shall be made on a case-by-case basis as to the authorization of the corporation's indemnification of directors or officers hereunder. Nevertheless, evaluation as to reasonableness of expenses of a director or officer for a specific proceeding shall be made in the same manner as the determination that indemnification is permissible, except that if there are fewer than two disinterested directors or if the determination is made by special legal counsel, evaluation as to reasonableness of expenses shall be made by the Board of Directors, the members of which may or may not be disinterested.

8.05 Indemnification of Employees and Agents

The corporation may indemnify and advance expenses under these bylaws to an employee or agent of the corporation who is not a director or officer to the extent, consistent with public policy, that such indemnification and advances may be provided to a director or officer.

8.06 Shareholder Approved Indemnification

If authorized by the articles of incorporation, the bylaws, or by a contract or resolution

approved or ratified by the shareholders of the corporation by a majority of the votes entitled to be cast, the corporation may indemnify or obligate itself to indemnify a director or officer made a party to a proceeding, including a proceeding brought by or in the right of the corporation, without regard to the limitations in other sections of these bylaws, but shares owned or voted under the control of a director or officer who at the time of such authorization does not qualify as a disinterested director or disinterested officer with respect to any existing or threatened proceeding that would be covered by the authorization may not be voted on the authorization.

Nevertheless, the corporation shall not indemnify a director or officer under this bylaw for any liability incurred in a proceeding in which the director or officer is adjudged liable to the corporation or is subjected to injunctive relief in favor of the corporation:

(i) for any appropriation, in violation of his or her duties, of any business opportunity of the corporation,

(ii) for acts or omissions which involve intentional misconduct or a knowing violation of law,

(iii) for assenting to an unlawful distribution as defined in the Code, or

(iv) for any transaction from which he or she received an improper personal benefit.

Where approved or authorized according to this bylaw, the corporation may advance or reimburse expenses incurred in advance of final disposition of the proceeding only if

(i) The director or officer furnishes the corporation a written affirmation of his or her good faith belief that his or her conduct does not constitute behavior of the kind described in this bylaw which would prevent indemnification; and

(ii) The director or officer furnishes the corporation a written undertaking, executed personally or on his or her behalf, to repay any advances if it is ultimately determined that he or she is not entitled to indemnification under this bylaw.

8.07 Insurance

The corporation may purchase and maintain insurance on behalf of an individual

(i) who is a director, officer, employee, or agent of the corporation, or

(ii) who, while a director, officer, employee, or agent of the corporation, serves at the corporation's request as a director, officer, partner, trustee, employee or agent of another domestic or foreign corporation, partnership, joint venture, trust, employee benefit plan, or other entity

against liability asserted against or incurred by him or her in that capacity or arising from his or her status as a director, officer, employee, or agent, whether or not the corporation would have power to indemnify or advance expenses to him or her against the same liability under these bylaws or the Code.

8.09 Witness Fees

Nothing in these bylaws shall limit the corporation's power to pay or reimburse expenses incurred by a director or officer in connection with his or her appearance as a witness in a proceeding at a time when he or she is not a party.

8.10 Report to Shareholders

To the extent and in the manner required by the Code from time to time, if the corporation indemnifies or advances expenses to a director or officer in connection with a proceeding by or in the right of the corporation, the corporation shall report the indemnification or advance to the shareholders.

8.11 Effect of Amendments

No amendment, modification, or rescission of these bylaws, or any provision of the bylaws, the effect of which would diminish the rights to indemnification or advancement of expenses as set forth herein shall be effective as to any person with respect to any action taken or omitted by such person prior to such amendment, modification or rescission.

Article IX. Stock Certificates

9.01 Authorization and Issuance

In accordance with the Code, the Board of Directors may authorize shares of any class or series provided for in the corporation's Articles of Incorporation to be issued for any consideration valid under the provisions of the Code. To the extent provided in the Articles of Incorporation, the Board of Directors shall determine the preferences, limitations, and relative rights of the shares.

9.02 Form

The interest of each shareholder in the corporation shall be evidenced by a certificate or certificates representing shares of the corporation which shall be in such form as the Board of Directors from time to time may adopt. Share certificates shall be numbered consecutively, shall be in registered form, shall indicate the date of issuance, the name of the corporation, that it is organized under the laws of the state of incorporation, the name of the shareholder, the number and class of shares, and the designation of the series, if any, represented by the certificate. Each certificate shall be signed by any one of the President, a Vice President, the Secretary, or the Treasurer. The corporate seal need not be affixed.

9.03 Registered Shareholders

Prior to due presentation for transfer of registration of its shares, the corporation may treat the registered owner of the shares as the person exclusively entitled to vote the shares, to receive any share dividend or distribution with respect to the shares, and for all other purposes. The corporation shall not be bound to recognize any equitable or other claim to or interest in the shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

9.04 Transfer of Shares

Transfers of shares shall be made upon the transfer books of the corporation, kept at the principle office of the corporation (or at the office of the transfer agent designated to transfer the shares, if any) only upon direction of the person named in the certificate, or by his or her attorney lawfully constituted in writing. Before a new certificate is issued, the old certificate shall be surrendered for cancellation or, in the case of a certificate alleged to have been lost, stolen, or destroyed, the requirements of the bylaw governing lost, stolen, or destroyed certificates shall have been met.

9.05 Record Date

For the purpose of determining shareholders entitled to notice of a shareholders' meeting, to

demand a special meeting, to vote, or to take any other action, the Board of Directors may fix a future date as the record date, which date shall be not more than seventy (70) days prior to the date on which the particular action requiring a determination of shareholders is to be taken. A determination of shareholders entitled to notice of or to vote at a shareholders' meeting is effective for any adjournment of the meeting unless the Board of Directors fixes a new record date, which it must do if the meeting is adjourned to a date more than 120 days after the date fixed for the original meeting. If no record date is fixed by the Board of Directors, the record date shall be determined in accordance with the provisions of the Code.

For the purpose of determining shareholders entitled to a distribution (other than one involving a purchase, redemption, or other reacquisition of the corporation's shares) or a share dividend, the Board of Directors may fix a date as the record date, if no record date is fixed by the Board of Directors, the record date shall be determined in accordance with the provisions of the Code.

9.06 Lost, Stolen, or Destroyed Certificates

Any person claiming a share certificate to be lost, stolen, or destroyed shall make an affidavit or affirmation of the fact in the manner required by the Board of Directors and, if the Board of Directors requires, shall give the corporation a bond of indemnity in form and amount, and with one or more sureties satisfactory to the Board of Directors, as the Board of Directors may require, whereupon an appropriate new certificate may be issued in lieu of the one alleged to have been lost, stolen or destroyed.

Article X. Miscellaneous

10.01 Fiscal Year

The fiscal year of the corporation shall be a twelve-month period, beginning January 1 and ending on December 31 each year, unless the Board of Directors, by resolution, fixes the fiscal year as an other time period.

10.02 Corporate Seal

If the Board of Directors determines that there should be a corporate seal for the corporation, it shall be in the form as the Board of Directors may from time to time determine.

10.03 Corporate Records

The Board of Directors shall have the power to determine which accounts, books, and records of the corporation shall be opened to the inspection of the shareholders, except those as may by law specifically be made open to inspection. The Board of Directors shall have the power to fix reasonable rules and regulations not in conflict with the applicable law for the inspection of accounts, books, and records which by law or by determination of the Board of Directors shall be open to inspection.

10.04 Annual Financial Statements

In accordance with the Code, the corporation shall prepare and provide to the shareholders such financial statements as may be required by the Code.

10.05 Amendments

The Board of Directors shall have the power to alter, amend, or repeal these bylaws or adopt new bylaws, but any bylaws adopted by the Board of Directors may be altered, amended, or repealed,

and new bylaws adopted, by the shareholders. The shareholders may prescribe, by expressing in the action they take in adopting or amending any bylaw or bylaws, that the bylaw or bylaws so adopted or amended shall not be altered, amended or repealed by the Board of Directors.

10.06 Conflict with Articles of Incorporation or Law; Severability

In the event that any provision of these bylaws conflicts with any provision of the Articles of Incorporation, the Articles of Incorporation shall govern. In the event that any of the provisions of these bylaws (including any provision within a single section, subsection, division or sentence) is held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions of the bylaws shall remain enforceable to the fullest extent permitted by law.

Exhibit 3.37

SECRETARY OF STATE
STATE OF MONTANA
BOB BROWN

PRIORITY

Business Services Bureau
Pat Haffey, Deputy

Montana State Capitol
PO Box 202801
Helena, MT 59620-2801
(406) 444-3665
http://www.state.mt.us/sos/

KIDS BEHAVIORAL HEALTH
1385 HASKELL ST
RENO NV 89509
October 11, 2002
Greetings:

RE: OLD NAME. CCS OF MONTANA, INC.
NEW NAME: KIDS BEHAVIORAL HEALTH OF MONTANA, INC.
NAME: CHANGE
Date of Filing: October 10, 2002
Filing Number: D-090029 - 435450

I've approved the filing of the documents for the above named entity. The document number and filing date have been recorded on the original document. This letter serves as your certificate of filing and should be maintained in your files for future reference.

Please be advised that an amendment will need to be filed to change the applicant name on the Assumed Business Name, CHILDREN'S COMPREHENSIVE SERVICES OF MONTANA, which is related to this corporation. I have enclosed an amendment form for your convenience and the filing fee is $20.00.

Thank yon for giving this office the opportunity to serve you. If you have any questions in this regard, or need additional assistance, please do not hesitate to contact the Business Services Bureau professionals at (406) 444-3665.

Sincerely,

/s/ Bob Brown
Bob Brown
Secretary of State
Enclosure

You can correspond with our office via facsimile. Our fax number is (406) 444-3976. You can now fax in your search, copy, and certificate requests.

STATE OF MONTANA

ARTICLES *of* AMENDMENT *for*
NAME CHANGE *for* PROFIT
CORPORATION

PRIORITY
MAIL: **BOB BROWN**
Secretary of State
P.O. Box 202801
Helena, MT 59620-2801
PHONE: ((406) 444-3665
FAX: (406) 444-3976
WEB SITE: *www.state.mt.us/sos*

- **FIRST:** The current name of the Corporation is: CCS of Montana, Inc.

- **SECOND:** The name is hereby amended to be Kids Behavioral Health of Montana, Inc.

- **THIRD:** The date this amendment was adopted is 09/16/02.
(mo/day/year)

- **FOURTH: Choose either (1) or (2):**

(1) This amendment was adopted by a sufficient vote of the Board of Directors. A vote of the shareholders was not required.

or (2) This amendment was adopted by a vote of the shareholders.

There were 1,000 shares issued; 1,000 voted
(specific #) (specific #)

for the amendment; 0 voted against.
(specific #)

/s/ Bill R. Vickers
Signature of Officer or Chair of the Board

Chairman of the Board — September, 2002
Title — Date

UNANIMOUS WRITTEN CONSENT OF SOLE SHAREHOLDER
OF
CCS OF MONTANA, INC.

The undersigned, being the sole shareholder of CCS of Montana, Inc., a Montana Corporation (the "Corporation"), hereby adopts the following preambles and resolutions, as of September 16, 2002.

WHEREAS it is in the best interests of the Corporation to change the legal name of the Corporation;

NOW, THEREFORE, BE IT RESOLVED THAT the Articles of Incorporation of the Corporation be, and they hereby are, amended to change the name of the Corporation to the following:

KIDS BEHAVIORAL HEALTH OF MONTANA, INC.

RESOLVED FURTHER THAT all actions heretofore taken by the directors of the Corporation in furtherance of the name change and this resolution are hereby ratified and approved.

RESOLVED FURTHER THAT the Secretary of the Corporation is hereby directed to file a copy of this Unanimous Written Consent with the minutes of the proceedings of the Corporation.

KIDS BEHAVIORAL HEALTH, LLC.
a Nevada limited liability company
Sole Shareholder

/s/ Bill R. Vickers
By: BILL R. VICKERS
President and Chief Executive Officer

STATE OF MONTANA

STATEMENT *of* CHANGE *of*

[SEAL]

[ILLEGIBLE]

[ILLEGIBLE]

MAIL TO: **BOB BROWN**
Secretary of State
P.O. Box 202801
Helena, MT 59620-2801
Phone: (406) 444-3665

For the purpose of having and continuously maintaining a registered agent at a registered office within the State of Montana, the undersigned submits the following statements of fact to the Secretary of State.

☑ Corporation (35-1-314, 35-1-1033, 35-2-310, 35-2-828, MCA) PAID
☐ Limited Liability Company (35-8-105, MCA)
☐ Limited Partnership (35-12-507, MCA)

1. The exact name of the entity *(please check one box above):* [ILLEGIBLE]

Newly Appointed Registered Agent Information

2. The name of the *newly appointed* registered agent: National Registered Agents, Inc.

3. The street and mailing address of the *newly appointed* registered office *(must be in Montana):*
28 West Sixth Avenue, P.O. Box 1691
Helena, MT 59624

(Include street name and number or physical location in addition to box number with the city and zip)

Signature of consent of new agent *(required if changed):* [ILLEGIBLE], Special Asst. Secretary

4. The name of the *former* registered agent: [ILLEGIBLE]

5. The street and mailing address of the *former* registered office:
[ILLEGIBLE]
HELENA, MT

(Include street name and number or physical location in addition to box number with the city and zip)

6. The undersigned further states that the street address of its registered office and the address of the business office of its registered agent, as changed, will be identical.

7. By my signature, I, as an official of the above corporation, do state that I signed this statement on behalf of the corporation and that the statements contained therein are true, under penalty of false swearing.

/s/ Illegible 5/29/11
Signature of Officer or Authorized Person ***Dated***

Illegible, Secretary [Illegible]
Printed Name and Title of above Authorized Person

STATE OF MONTANA
OFFICE OF THE SECRETARY OF STATE

230558
STATE OF MONTANA
FILED
DEC. 15, 1997
SECRETARY OF STATE
D - 090029

STATEMENT OF CHANGE OF REGISTERED AGENT AND/OR REGISTERED OFFICE

FOR THE PURPOSE OF HAVING AND CONTINUOUSLY MAINTAINING A REGISTERED AGENT AT A REGISTERED OFFICE WITHIN THE STATE OF MONTANA, THE UNDERSIGNED SUBMITS THE FOLLOWING STATEMENTS OF FACT TO THE SECRETARY OF STATE:

1. THE EXACT NAME OF THE ENTITY:

   CCS OF MONTANA, INC.

2. THE STREET AND MAILING ADDRESS OF THE CURRENT REGISTERED OFFICE:

   406 FULLER AVE
   BOX 1166
   HELENA MT 59624-1166

3. THE STREET AND MAILING ADDRESS OF THE NEW REGISTERED OFFICE:

   40 W LAWRENCE STE A
   PO BOX 1166
   HELENA MT 59624-1166

4. THE NAME OF THE CURRENT REGISTERED AGENT:

   C T CORPORATION SYSTEM

5. THE NAME OF THE NEW REGISTERED AGENT:

6. THE UNDERSIGNED FURTHER CERTIFIES THAT THE STREET ADDRESS OF THE REGISTERED OFFICE AND THE ADDRESS OF THE BUSINESS OFFICE OF THE REGISTERED AGENT, AS CHANGED, WILL BE IDENTICAL.

7. THE UNDERSIGNED FURTHER CERTIFIES THAT THE NAMED ENTITY HAS BEEN NOTIFIED OF THE CHANGE.

8. BY MY SIGNATURE, I, AS AN OFFICIAL OF THE ABOVE REGISTERED AGENT, DO CERTIFY THAT THE STATEMENTS CONTAINED THEREIN ARE TRUE, UNDER PENALTY OF LAW.

/s/ Kenneth J. Uva — 12/15/1997
SIGNATURE OF AUTHORIZED PERSON — DATED

KENNETH J. UVA, VICE PRESIDENT
NAME AND TITLE OF ABOVE AUTHORIZED PERSON

SECRETARY OF STATE
STATE OF MONTANA
MIKE COONEY

PRIORITY

Business Services Bureau
Rose Ann Crawford, Deput

Montana State Capitol
PO Box 202801
Helena, MT 59620-2801
(406) 444-3665
http://www.mt.gov/sos/

HELEN G FANDRICH LEGAL ASSISTANT
SMITH LAW FIRM PC
P O BOX 1691
HELENA MT 59624

RE: CCS OF MONTANA INC.
Date of Filing: March 25, 1997
Filing Number: 346293 - D90029

March 25, 1997

Dear Ms. Fandrich:

Attached please find a copy of the documents you recently filed with this office. The document number and filing date have been recorded on the copy I've attached. These documents serve as your certificate of filing and should be maintained in your files for future reference.

Thank you for giving this office the opportunity to serve you. If you have any questions in this regard, or need additional assistance, please do not hesitate to contact the Business Services Bureau professionals at (406) 444-3665.

Sincerely,

/s/ Mike Cooney
Mike Cooney
Secretary of State
Enclosure

STATE OF MONTANA

Prepare, sign and [ILLEGIBLE] **ORIGINAL AND COPY** with fee.
This is the minimum information required.

ARTICLES *of* INCORPORATION *for* DOMESTIC PROFIT CORPORATION
(35-1-216, MCA)

(For use by the Secretary of State only)
346293
STATE OF MONTANA
FILED
MAR 25 1997
SECRETARY OF STATE

Form: DP-1

Filing Fee: $

MAIL TO: **MIKE COONEY**
Secretary of State
P.O. Box 202801
Helena, MT 59620-2801
((406) 444-3665

☐ Priority Filing (additional $20.00)

- *Executed by the undersigned person for the purpose of forming a Montana corporation.*
- **FIRST:** The name of this Corporation is (must contain the word "corporation", "incorporated", "company", or "limited" or an abbreviation of)

  CCS of Montana, Inc.

- **SECOND:** The name and address of its registered office/agent in Montana:

  [Illegible]

  Registered Agent C T Corporation System

  Street Address 406 Fuller Avenue

  Mailing Address

  City Helena, MONTANA Zip Code 59601.

- **THIRD:** The number of shares of Capital Stock which the Corporation has the authority to issue is 1,000 shares. Such Capital Stock shall have no par value.
- **FOURTH:** The name and address of the incorporator is as follows:

  Name Kevin P. O'Hara

  Address Bass, Berry & Sims, 2700 First American Center

  Nashville, TN, Zip Code 37238

March 21, 1997
Dated

/s/ Kevin P. O'Hara
Signature of Incorporator

Kevin P. O'Hara, Incorporator
Printed Name, Title

STATE OF MONTANA
Office of the Secretary of State
I hereby certify this is a true and
correct copy consisting of 8 pages,
as taken from the original on file in this
office, Originally of this certification can
be determined by the color blue.

DATED: 10/4/11
BY: [ILLEGIBLE]

/s/ Linda McCulloch
Linda McCulloch
Secretary of State

Exhibit 3.38

BYLAWS

OF

KIDS BEHAVIORAL HEALTH OF MONTANA, INC.

ARTICLE I OFFICES

The mailing address of the corporation's office shall be at 55 Basin Creek Road, Butte, Montana 59701. The corporation may have such other offices, either within or without the State of Montana, as the Board of Directors may designate or as the business of the corporation may require from time to time.

ARTICLE II SHAREHOLDERS

Section 1. Annual Meeting. The annual meeting of the shareholders shall be held on the first Wednesday in the month of January in each year, at the hour of 10:00 o'clock A.M., or at such other time on such other day within such month as shall be fixed by the Board of Directors, for the purpose of electing directors and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday in the State of Montana, such meeting shall be held on the next succeeding business day. If the election of directors shall not be held on the day designated herein for any annual meeting of the shareholders, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the shareholders as soon thereafter as is convenient.

Section 2. Special Meetings. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the president or by the Board of Directors, and shall be called by the president at the request of the holders of not less than one-tenth of all outstanding shares of the corporation entitled to vote at the meeting.

Section 3. Place of Meeting. The Board of Directors may designate any place, either within or without the State of Montana, as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the registered office of the corporation.

Section 4. Notice of Meeting. Written notice of each meeting of the shareholders, whether annual or special, stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten nor more than seventy days before the date of the meeting, either personally or by mail, by or at the direction of the president, or the secretary, or the officer or persons calling the meeting, to each shareholder of record entitled to vote at the meeting. If mailed, the notice shall be deemed to be delivered when deposited in the United States mail addressed to the shareholder at the shareholder's address as it appears on the stock transfer books of the corporation, with postage thereon prepaid. Whenever any notice is required to be given to any shareholder or director of a corporation under the provisions of the articles of incorporation or bylaws or as required by statute, a wavier thereof in writing signed by the person or persons entitled to the notice, whether before or after the time stated therein, shall be equivalent to the giving of the notice. The

attendance of a shareholder at a meeting shall constitute a waiver of notice of such meeting, except where a shareholder attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

Section 5. Closing of Transfer Books or Fixing of Record Date. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or shareholders entitled to receive payment of any dividend, or in order to make a determination of shareholders for any other proper purpose, the Board of Directors of the corporation may provide that the stock transfer books shall be closed for a stated period but not to exceed, in any case, seventy days. If the stock transfer books shall be closed for the purpose of determining shareholders entitled to notice of or to vote at a meeting of shareholders, such books shall be closed for at least ten days immediately preceding such meeting. In lieu of closing the stock transfer books, the Board of Directors may fix in advance a date as the record date for any such determination of shareholders, such date in any case to be not more than seventy days and, in case of a meeting of shareholders, not less than ten days prior to the date on which the particular action, requiring such determination of shareholders, is to be taken. If the stock transfer books are not closed and no record date is fixed for the determination of shareholders entitled to notice of or to vote at a meeting of shareholders, or shareholders entitled to receive payment of a dividend, the date on which notice of the meeting is mailed or the date on which the resolution of the Board of Directors declaring such dividend is adopted, as the case may be, shall be the record date for such determination of shareholders. When a determination of shareholders entitled to vote at any meeting of shareholders has been made as provided in this section, such determination shall apply to any adjournment thereof.

Section 6. Voting Record. The officer or agent having charge of the stock transfer books for shares of the corporation shall make a complete record of the shareholders entitled to vote at each meeting of shareholders or any adjournment thereof, arranged in alphabetical order, with the address of and the number of shares held by each shareholder. The record shall be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any shareholder during the whole time of the meeting for the purposes thereof. Failure to comply with the requirements of this section shall not affect the validity of any action taken at such meeting.

Section 7. Quorum of Shareholders. A majority of the outstanding shares of the corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of shareholders. If a quorum is present, the affirmative vote of the majority of the shares represented at the meeting and entitled to vote on the subject matter shall be the act of the shareholders, unless the vote of a greater number or voting by classes is required by law or the Articles of Incorporation or these Bylaws. If less than a quorum of the outstanding shares are represented at a meeting, a majority of the shares so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. The shareholders present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough shareholders to leave less than a quorum.

Section 8. Proxies. At all meetings of shareholders, a shareholder may vote in person or by proxy executed in writing by the shareholder or by his or her duly authorized attorney-in-fact. Such proxy shall be filed with the secretary of the corporation before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

Section 9. Voting of Shares. Subject to the provisions of Section 12 of this Article II, each outstanding share, regardless of class, shall be entitled to one vote upon each matter submitted to a vote at a meeting of shareholders, except as may be otherwise provided in the Articles of Incorporation.

Section 10. Voting of Shares by Certain Holders. Shares held by another corporation, if a majority of the shares entitled to vote for the election of directors of the other corporation is held by the corporation, shall not be voted at any meeting or counted in determining the total number of outstanding shares at any given time.

Shares standing in the name of another corporation, domestic or foreign, may be voted by such officer, agent, or proxy as the Bylaws of the other corporation may prescribe, or, in the absence of any provision, as the Board of Directors of the other corporation may determine.

Shares held by a personal representative may be voted by that individual, either in person or by proxy, without a transfer of the shares into that individual's name. Shares standing in the name of a trustee may be voted by the trustee, either in person or by proxy, but no trustee shall be entitled to vote shares held without a transfer of the shares into the trustee's name.

Shares standing in the name of a receiver may be voted by the receiver, and shares held by or under the control of a receiver may be voted by the receiver without the transfer thereof into the receiver's name if authority to do so is contained in an appropriate order of the court by which the receiver was appointed.

A shareholder whose shares are pledged shall be entitled to vote the shares until the shares have been transferred into the name of the pledgee, and thereafter the pledgee shall be entitled to vote the shares so transferred.

On and after the date on which written notice of redemption of redeemable shares has been mailed to the holders thereof and a sum sufficient to redeem such shares has been deposited with a bank or trust company with irrevocable instruction and authority to pay the redemption price to the holders thereof upon surrender of certificates therefor, the shares shall not be entitled to vote on any matter and are not be deemed to be outstanding shares.

The Board of Directors may adopt a resolution or procedure whereby a shareholder may certify in writing to the corporation that all or a portion of the shares registered in the name of such shareholder are held for the account of a specified person(s). Upon receipt by the corporation of a certification complying with the procedure, the person(s) specified in the certification shall be deemed, for the purpose(s) set forth in the certification, to be the holder(s) of record of the number of shares specified in place of the certifying shareholder.

Section 11. Action by Shareholders without a meeting. Any action required by the Montana Code, or any successor statutes, to be taken at a meeting of the shareholders of a corporation, or any action which may be taken at a meeting of the shareholders, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof. Such consent shall have the same effect as a unanimous vote of shareholders.

Section 12. Cumulative Voting. If, not less than forty-eight (48) hours prior to the time fixed for any animal or special meeting, any shareholder or shareholders deliver to any officer of the corporation a request that the election of directors to be elected at the meeting be by cumulative voting, then the directors to be elected at the meeting shall be chosen as follows: each shareholder present in person or represented by proxy at the meeting shall have a number of votes equal to the number of shares of capital stock of the corporation owned by the shareholder multiplied by the number of directors to be elected at the meeting; each shareholder shall be entitled to cumulate the votes of said shareholder and give all thereof to one nominee or to distribute his votes of said shareholder in such manner as the shareholder determines among any or all of the nominees; and the nominees receiving the highest number of votes on the foregoing basis, up to the total number of directors to be elected at the meeting, shall be the successful nominees.

ARTICLE III BOARD OF DIRECTORS

Section 1. General Powers. The business and affairs of the corporation shall be managed by its Board of Directors.

Section 2. Number, Tenure and Qualifications. The number of directors of the corporation shall be fixed from time to time by the shareholders or Board of Directors provided that there shall be at least one director and no more than fifteen directors, provided, however, that if the corporation has two shareholders, it shall have at least two directors, and if it has three shareholders, it shall have at least three directors. The number of directors may be increased or decreased from time to time by amendment to the Bylaws or Articles of Incorporation or by a resolution passed by the Board of Directors, but no decrease shall have the effect of shortening the term of any incumbent director. Each director shall hold office until the next annual meeting of shareholders and until his or her successor shall have been elected and qualified. Directors need not be shareholders of the corporation.

Section 3. Resignation and Removal of Directors. A director may resign at any time by delivering written notice to the Board of Directors, its chairperson or to the corporation. A resignation is effective when the notice is delivered unless the notice specifies a later effective date. At a meeting of shareholders called expressly for that purpose, directors may be removed in the manner provided for in this section. Any director or the entire Board of Directors may be removed, with or without cause, by a vote of the holders of a majority of the shares then entitled to vote at an election of directors.

In the event the directors of the corporation were elected by cumulative voting, and if less than the entire board is to be removed, no one of the directors may be removed if the votes cast against his removal would be sufficient to elect him if then cumulatively voted at an election of

the entire Board of Directors, or, if there are classes of directors, at an election of the class of directors of which the director is a part.

Whenever the holders of the shares of any class are entitled to elect one or more directors by the provisions of the articles of incorporation, the provisions of this section shall apply, in respect to the removal of a director or directors so elected, to the vote of the holders of the outstanding shares of that class and not to the vote of the outstanding shares as a whole.

Section 4. Regular Meetings. A regular meeting of the Board of Directors shall be held without other notice than this bylaw immediately after, and at the same place as, the annual meeting of shareholders. The Board of Directors may provide, by the written consent of all members of the board or by resolution, the time and place, either within or without the State of Montana, for the holding of additional regular meetings without other notice than such resolution.

Section 5. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the president or any two directors. The person or persons authorized to call special meetings of the Board of Directors may fix any place, either within or without the State of Montana, as the place for holding any special meeting of the Board of Directors called by them.

Section 6. Notice. Notice of any special meeting shall be given at least two days previously thereto to each director in person or by telephone, including a voice messaging system or other system or technology designed to record and communicate messages, facsimile, telegraph, or by electronic mail or other electronic means, during normal business hours, or by written notice mailed to his business or home address. If delivered by electronic means, notice shall be deemed to be delivered upon sending the notice electronically. If mailed, such notice shall be deemed to be delivered when deposited with a nationally recognized delivery service, so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any director may waive notice of any meeting. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the board of directors need be specified in the notice or waiver of notice of such meeting.

Section 7. Quorum of Board of Directors. A majority of the number of directors fixed by Section 2 of this Article III shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than such majority is present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

Section 8. Manner of Acting. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 9. Action without a Meeting. Any action required or permitted to be taken at any meeting of the Board of Directors or of a committee of the directors may be taken without a meeting if all of the directors or all of the members of the committee, as the case may be, sign a written consent setting forth the action taken or to be taken at any time before or after the intended effective date of such action. Such consent shall be filed with the minutes of the directors' meetings or committee meetings, as the case may be, and shall have the same effect as a unanimous vote.

Section 10. Meetings by Telephone. Members of the Board of Directors or any committee designated thereby may participate in a meeting of such board or committee by means of a conference telephone or similar communication equipment by means of which all persons participating in the meeting can hear each other at the same time, and participation by such means shall constitute presence in person at a meeting.

Section 11. Vacancies. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining directors though less than a quorum of the Board of Directors. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office. Any directorship to be filled by reason of an increase in the number of directors may be filled by election by the Board of Directors for a term of office continuing only until the next election of directors by the shareholders.

Section 12. Compensation. By resolution of the Board of Directors, each director may be paid his or her expenses, if any, of attendance at each meeting of the board of directors, and may be paid a stated salary as director or a fixed sum for attendance at each meeting of the Board of Directors or both. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

Section 13. Presumption of Assent. A director of the corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his or her dissent shall be entered in the minutes of the meeting or unless he or she shall file his or her written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

ARTICLE IV OFFICERS

Section 1. Number. The officers of the corporation shall be a chief executive officer, a president, one or more vice presidents (the number thereof to be determined by the Board of Directors), a secretary, and a treasurer, each of whom shall be elected or appointed by the Board of Directors. Such other officers and assistant officers and agents as may be deemed necessary may be elected or appointed by the Board of Directors. Any two or more offices may be held by the same individual; provided that every corporation which has two or more directors shall have not less than two individuals as officers.

Section 2. Election and Term of Office. The officers of the corporation to be elected by the Board of Directors shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of the shareholders. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each officer shall hold office until his or her successor shall have been duly elected and shall have qualified or until his or her death or until he or she shall resign or shall have been removed in the manner hereinafter provided.

Section 3. Removal of Officers and Agents. Any officer or agent may be removed by the Board of Directors whenever in its judgment the best interests of the corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights.

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 5. The Chief Executive Officer. The chief executive officer shall be the principal executive officer of the corporation and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the corporation. He or she may sign, with the secretary or any other proper officer of the corporation thereunto authorized by the Board of Directors, deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the corporation, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of chief executive officer and such other duties as may be prescribed by the Board of Directors from time to time.

Section 6. The President. The president shall, when present, preside at all meetings of the shareholders and of the Board of Directors. He or she may sign, with the secretary or any other proper officer of the corporation thereunto authorized by the Board of Directors, certificates for shares of the corporation and deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the corporation, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of president and such other duties as may be prescribed by the Board of Directors from time to time. In the absence of the chief executive officer or in the event of his or her death, inability or refusal to act, the president shall perform the duties of the chief executive officer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the chief executive officer.

Section 7. The Vice President(s). In the absence of the president or in the event of his or her death, inability or refusal to act, the vice president (or in the event there be more than one vice president, the vice presidents in the order designated at the time of their election, or in the

absence of any designation, then in the order of their election) shall perform the duties of the president, and when so acting, shall have all the powers of and be subject to all the restrictions upon the president. Any vice president may sign, with the secretary or an assistant secretary, certificates for shares of the corporation; and shall perform such other duties as from time to time may be assigned to him or her by the president or by the Board of Directors.

Section 8. The Secretary. The secretary shall: (a) keep the minutes of the proceedings of the shareholders and of the Board of Directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records and of the seal of the corporation and see that the seal of the corporation is affixed to all documents the execution of which on behalf of the corporation under its seal is duly authorized; (d) keep a register of the post office address of each shareholder which shall be furnished to the secretary by such shareholder; (e) sign with the president, or a vice president, certificates for shares of the corporation, the issuance of which shall have been authorized by resolution of the Board of Directors; (f) have general charge of the stock transfer books of the corporation; and (g) in general perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him or her by the president or by the Board of Directors.

Section 9. The Treasurer. The treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the corporation; (b) receive and give receipts for monies due and payable to the corporation from any source whatsoever, and deposit all such monies in the name of the corporation in such banks, trust companies or other depositaries as shall be selected in accordance with the provisions of Article V of these Bylaws; and (c) in general perform all of the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him or her by the president or by the Board of Directors. If required by the Board of Directors, the treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board of Directors shall determine.

Section 10. The Assistant Secretaries and Assistant Treasurers. The assistant secretaries, when authorized by the Board of Directors, may sign with the president or a vice president certificates for shares of the corporation the issuance of which shall have been authorized by a resolution of the Board of Directors. The assistant treasurers shall respectively, if required by the Board of Directors, give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine. The assistant secretaries and assistant treasurers, in general, shall perform such duties as shall be assigned to them by the secretary or the treasurer, respectively, or by the president or the Board of Directors.

Section 11. Salaries. The salaries of the officers shall be fixed from time to time by the Board of Directors and no officer shall be prevented from receiving such salary by reason of the fact that he or she is also a director of the corporation.

ARTICLE V CONTRACTS, LOANS, CHECKS AND DEPOSITS

Section 1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of

and on behalf of the corporation, and such authority may be general or confined to specific instances.

Section 2. Loans. No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

Section 3. Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

Section 4. Deposits. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositaries as the Board of Directors may select.

Section 5. Facsimile Signature. The Board of Directors may from time to time by resolution provide for the execution of any corporate instrument or document by a mechanical device or machine, or by use of facsimile signatures, under such terms as shall be set forth in the resolution of the Board of Directors.

ARTICLE VI CERTIFICATES FOR SHARES AND THEIR TRANSFER

Section 1. The shares of the corporation shall be represented by certificates. Certificates shall be signed by the chairman or vice chairman of the Board of Directors or the president or a vice president and by the treasurer or an assistant treasurer, or the secretary or an assistant secretary of the corporation, and may be sealed with the seal of the corporation or a facsimile thereof. Any or all of the signatures upon a certificate may be a facsimile. In case any officer, transfer agent, or registrar who has signed or whose facsimile signature has been placed upon the certificate has ceased to be an officer, transfer agent or registrar before the certificate is issued, it may be issued by the corporation with the same effect as if the officer, transfer agent or registrar were an officer, transfer agent, or registrar at the date of its issue.

If the corporation issues shares of more than one class, every certificate representing shares issued by the corporation shall set forth upon the face or back of the certificate, or shall state that the corporation will furnish to any shareholder upon request and without charge, a full statement of the designations, preferences, limitations, and relative rights of the shares of each class authorized to be issued, and if the corporation issues any preferred or special class in series, the variations in the relative rights and preferences between the shares of each such series so far as the same have been fixed and determined and the authority of the Board of Directors to fix and determine the relative rights and preferences of subsequent series.

Each certificate representing shares shall state upon the face thereof,

(a) that the corporation is organized under the laws of the State of Montana;

(b) the name of the person to whom the certificate is issued;

(c) the number and class of shares, and the designation of the series, if any, which the certificate represents; and

(d) the par value of each share represented by the certificate, or a statement that the shares are without par value.

No certificate shall be issued for any share until the consideration established for its issuance has been paid.

Each certificate for shares shall be consecutively numbered or otherwise identified. The name and address of the person to whom the shares represented thereby are issued, with the number of shares and date of issue, shall be entered on the stock transfer books of the corporation. All certificates surrendered to the corporation for transfer shall be cancelled and no new certificate shall be issued until the former certificate for a like number of shares shall have been surrendered and cancelled, except that in case of a lost, destroyed or mutilated certificate a new one may be issued therefor upon such terms and indemnity to the corporation as the Board of Directors may prescribe.

Section 2. Transfer of Shares. Transfer of shares of the corporation shall be made only on the stock transfer books of the corporation by the holder of record thereof or by his or her legal representative, who shall furnish proper evidence of authority to transfer, or by his or her attorney thereunto authorized by power of attorney duly executed and filed with the secretary of the corporation, and on surrender for cancellation of the certificate for such shares. The person in whose name shares stand on the books of the corporation shall be deemed by the corporation to be the owner thereof for all purposes.

ARTICLE VII FISCAL YEAR

The fiscal year of the corporation shall end on December 31.

ARTICLE VIII DISTRIBUTIONS TO SHAREHOLDERS

The Board of Directors may authorize and the corporation may make distributions, except that no distribution may be made if, after giving effect thereto, either,

(a) the corporation would be unable to pay its debts as they become due in the usual course of its business; or

(b) the corporation’s total assets would be less than the sum of its total liabilities and the maximum amount that then would be payable, in any liquidation, in respect of all outstanding shares having preferential rights in liquidation.

Determinations under subparagraph (b) above may be based upon (i) financial statements prepared on the basis of accounting practices and principles that are reasonable in the circumstances, or (ii) a fair valuation or other method that is reasonable in the circumstances.

In the case of a purchase, redemption, or other acquisition of a corporation’s shares, the effect of a distribution shall be measured as of the date money or other property is transferred or

debt is incurred by the corporation, or as of the date the shareholder ceases to be a shareholder of the corporation with respect to the shares, whichever is earlier. In all other cases, the effect of a distribution shall be measured as of the date of its authorization if payment occurs one hundred twenty days or less following the date of authorization, or as of the date of payment if payment occurs more than on hundred twenty days following the date of authorization.

Indebtedness of the corporation incurred or issued to a shareholder in a distribution in accordance with this section shall be on a parity with the indebtedness of the corporation to its general unsecured creditors except to the extent subordinated by agreement.

ARTICLE IX CORPORATE SEAL

The Board of Directors may provide for a corporate seal which, if provided for, shall be circular in form and shall have inscribed thereon the name of this corporation, the state of incorporation (Montana) and the word “Incorporated” followed by the date of incorporation. The seal may be used by causing it, or a facsimile thereof, to be impressed or affixed or in any other manner reproduced.

ARTICLE X WAIVER OF NOTICE

Whenever any notice is required to be given to any shareholder or director of the corporation under the provisions of these Bylaws or under the provisions of the Articles of Incorporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XI ADOPTION AND AMENDMENT OF BYLAWS

The initial Bylaws of the corporation shall be adopted by its Board of Directors. The power to alter, amend, or repeal the Bylaws or adopt new Bylaws, subject to repeal or change by action of the shareholders, shall be vested in the Board of Directors. The Bylaws may contain any provisions for the regulations and management of the affairs of the corporation not inconsistent with law or the Articles of Incorporation.

ARTICLE XII EXECUTIVE AND OTHER COMMITTEES

Section 1. Appointment. The Board of Directors by resolution adopted by a majority of the full board, may designate from among its members an executive committee and one or more other committees with such powers as are provided herein, or in the Articles of Incorporation subject to the restrictions in Section 2 of this Article. The designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any member thereof, of any responsibility imposed by law.

Section 2. Authority. The Board of Directors may create and appoint an executive committee and define its authority and duties from time to time; provided, however, that the Board shall delegate to the executive committee only such powers as are permitted by law. Specifically without limitation, the Board shall not delegate to the executive committee and it shall not have authority to: (i) declare dividends or authorize distributions, (ii) approve or

recommend to the shareholders actions or proposals required by law to be approved by the shareholders, (iii) designate candidates for the office of director, for purposes of proxy solicitation or otherwise, or fill vacancies on the Board of Directors or any committee thereof, (iv) amend the Bylaws, (v) approve a plan of merger not requiring shareholder approval, (vi) authorize or approve the reacquisition of shares unless pursuant to a general formula or method specified by the Board of Directors, (vii) authorize or approve the issuance or sale of, or any contract to issue or sell, shares or designate the terms of a series of a class of shares; provided that the Board of Directors having acted regarding general authorization for the issuance or sale of shares, or any contract therefor, and, in the case of a series, the designation thereof, may, pursuant to a general formula or method specified by the board by resolution or by adoption of a stock option or other plan, authorize a committee to fix the terms of any contract for the sale of the shares and to fix the terms upon which such shares may be issued or sold, including, without limitation, the price, the dividend rate, provisions for redemption, sinking fund, conversion, voting or preferential rights, and provisions for other features of a class of shares, or a series of a class of shares, with full power in such committee to adopt any final resolution setting forth all the terms thereof and to authorize the statement of the terms of a series for filing with the director.

Neither the designation of any such committee, the delegation thereto of authority, nor action by such committee pursuant to such authority shall alone constitute compliance by any member of the Board of Directors, not a member of the committee in question, with his responsibility to act in good faith, in a manner he reasonably believes to be in the best interests of the corporation, and with such care as an ordinarily prudent person in a like position would use under similar circumstances.

Section 3. Tenure and Qualifications. Each member of the executive committee shall hold office until the next regular annual meeting of the Board of Directors following his or her designation and until his or her successor is designated as a member of the executive committee and is elected and qualified.

Section 4. Meetings. Regular meetings of the executive committee may be held without notice at such times and places as the executive committee may fix from time to time by resolution. Special meetings of the executive committee may be called by any member thereof upon not less than one day’s notice stating the place, date and hour of the meeting, which notice may be written or oral, and if mailed, shall be deemed to be delivered when deposited in the United States mail addressed to the member of the executive committee at his or her business address. Any member of the executive committee may waive notice of any meeting and no notice of any meeting need be given to any member thereof who attends in person. The notice of a meeting of the executive committee need not state the business proposed to be transacted at the meeting.

Section 5. Quorum. A majority of the members of the executive committee shall constitute a quorum for the transaction of business at any meeting thereof, and action of the executive committee must be authorized by the affirmative vote of a majority of the members present at a meeting at which a quorum is present.

Section 6. Action without a Meeting. Any action required or permitted to be taken by the executive committee at a meeting may be taken without a meeting if a consent in writing, setting forth the action taken, or to be taken, shall be signed by all of the members of the executive committee. Such consent shall have the same effect as a unanimous vote.

Section 7. Vacancies. Any vacancy in the executive committee may be filled by a resolution adopted by a majority of the full Board of Directors.

Section 8. Resignations and Removal. Any member of the executive committee may be removed at any time with or without cause by resolution adopted by a majority of the full Board of Directors. Any member of the executive committee may resign from the executive committee at any time by giving written notice to the president or secretary of the corporation, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 9. Procedure. The executive committee shall elect a presiding officer from its members and may fix its own rules of procedure which shall not be inconsistent with these Bylaws. It shall keep regular minutes of its proceedings and report the same to the Board of Directors for its information at the meeting thereof held next after the proceedings shall have been taken.

ARTICLE XIII INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 1. Indemnification. The corporation shall indemnify each person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) if that person is or was a director or officer of the corporation, against expenses (including attorneys' fees), judgments, fines, settlements and other amounts actually and reasonably incurred in connection with the proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal proceeding, had no reasonable cause to believe the conduct of the person was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of this corporation and, with respect to any criminal action or proceeding, had reasonable cause to believe that the person's conduct was unlawful.

Section 2. Expenses Incurred. To the extent that a director or officer of the corporation has been successful on the merits or otherwise in defending any proceeding referred to in Sections 1 or 2 of this Article, or in defense of any claim, issue or matter therein, such person shall be indemnified by this corporation against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

Section 3. Authorization. Any indemnification under Sections 1 and 2 of this Article (unless ordered by a court) shall be made by the corporation only if authorized in the specific case upon a determination that indemnification of the director or officer is proper in the

circumstances because the director or officer has met the applicable standard of conduct set forth in Sections 1 or 2. The determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to the proceeding, or (b) if a quorum is not obtainable, or, even if obtainable if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion to the corporation, or (c) by a majority vote of the shareholders; or (d) by the court in which the proceeding is or was pending upon application made by the corporation or the director or officer or the attorney or other person rendering services in connection with the defense, whether or not the application by the director, officer, attorney, or other person is opposed by this corporation.

Section 4. Repayment of Expenses. Expenses incurred in defending any proceeding may be paid by the corporation in advance of the final disposition of the proceeding as authorized by the Board of Directors in a particular case upon receipt of an undertaking by or on behalf of the director or officer to repay such amount unless it shall ultimately be determined that the director or officer is entitled to be indemnified by the corporation as authorized in this Article.

Section 5. Rights. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled and shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs and personal representatives of such a person.

Section 6. Insurance. The corporation shall have the power to purchase and maintain insurance on behalf of any director or officer of the corporation, against any liability asserted against or incurred by the director or officer in any such capacity or arising out of the director's or officer's status as such, whether or not the corporation would have the power to indemnify the director or officer against liability under this Article.

Section 7. Amendment. No amendment or repeal of this Article shall in any way abrogate or limit on the right to indemnification held or claimed by any officer or director of the corporation for any acts or omissions of such officer or director occurring prior to such amendment or repeal.

ADOPTION OF BYLAWS

We, the undersigned Directors of the corporation, on this 22 day of February, 2007, by unanimous written consent, do hereby adopt the foregoing provisions as the Bylaws of said corporation.

/s/ Rod Laughlin
ROD LAUGHLIN

/s/ Gene Winters
GENE WINTERS

/s/ Bill Mohon
BILL MOHON

Exhibit 3.39

Secretary of State
Corporation Division
Suite 315, West Tower
2 Martin Luther King Jr. Dr.
Atlanta, Georgia 30334-1530

CONTROL NUMBER	:	9706896
EFFECTIVE DATE	:	02/24/1997
COUNTY	:	FULTON
REFERENCE	:	0070
PRINT DATE	:	02/24/1997
FORM NUMBER	:	311

ALSTON & BIRD
JONATHAN W. LOWE
1201 WEST PEACHTREE STREET
ATLANTA, GA 303093424

CERTIFICATE OF INCORPORATION

I, Lewis A. Massey, the Secretary of State and the Corporation Commissioner of the State of Georgia, do hereby certify under the seal of my office that

LAKELAND HOSPITAL ACQUISITION CORPORATION
A DOMESTIC PROFIT CORPORATION

has been duly incorporated under the laws of the State of Georgia on the effective date stated above by the filing of articles of incorporation in the office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on the date set forth above.

/s/ Lewis A. Massey

[SEAL]

Lewis A. Massey

Secretary of State

ARTICLES OF INCORPORATION
OF
LAKELAND HOSPITAL ACQUISITION CORPORATION

ARTICLE ONE

Name

The name of the corporation is Lakeland Hospital Acquisition Corporation.

ARTICLE TWO

Authorized Shares

The corporation shall have authority to be exercised by the Board of Directors to issue not more than ten thousand (10,000) shares of capital stock, par value $.001 per share, all of which shall be designated "Common Stock." The Common Stock shall have unlimited voting rights and shall be entitled to receive the net assets of the corporation upon dissolution.

ARTICLE THREE

Registered Office and Agent

The initial registered office of the corporation is located at Alston & Bird, One Atlantic Center, 1201 West Peachtree Street, Fulton County, Atlanta, Georgia, 30309. The initial registered agent of the corporation at its registered office is Sidney J. Nurkin.

ARTICLE FOUR

Incorporator

The name and address of the incorporator is as follows:

Jonathan W. Lowe
Alston & Bird
One Atlantic Center
1201 West Peachtree Street
Atlanta, Georgia 30309-3424

ARTICLE FIVE

Principal Office

The mailing address of the initial principal office of the corporation is Twelve Piedmont Center, Suite 210, Atlanta, Georgia 30305.

ARTICLE SIX

Limitation of Director Liability

6.1 A director of the corporation shall not be liable to the corporation or its shareholders for monetary damages for any action taken, or any failure to take any action, as a director, except liability (i) for any appropriation, in violation of his duties, of any business opportunity of the corporation, (ii) for acts or omissions which involve intentional misconduct or a knowing violation of law, (iii) of the types set forth in Section 14-2-832 of the Georgia Business Corporation Code, or (iv) for any transaction from which the director received an improper personal benefit.

6.2 Any repeal or modification of the provisions of this Article by the shareholders of the corporation shall be prospective only, and shall not adversely affect any limitation on the liability of a director of the corporation with respect to any act or omission occurring prior to the effective date of such repeal or modification.

6.3 If the Georgia Business Corporation Code is hereafter amended to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the corporation, in addition to the limitation on liability provided herein, shall be limited to the fullest extent permitted by the Georgia Business Corporation Code, as so amended.

6.4 In the event that any of the provisions of this Article (including any provision within a single sentence) is held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions are severable and shall remain enforceable to the fullest extent permitted by law.

ARTICLE SEVEN

Constituency Considerations

In discharging the duties of their respective positions and in determining what is believed to be in the best interests of the corporation, the Board of Directors, committees of the Board of Directors, and individual directors, in addition to considering the effects of any action on the corporation or its shareholders, may consider the interests of the employees, customers, suppliers, and creditors of the corporation and its subsidiaries, the communities in which offices or other establishments of the corporation and its subsidiaries are located, and all other factors such directors consider pertinent; provided, however, that this article shall be deemed solely to grant discretionary authority to the directors and shall not be deemed to provide to any constituency any right to be considered.

ARTICLE EIGHT

Initial Board of Directors

The initial Board of Directors shall consist of two members whose names and addresses are as follows:

Kevin P. Sheehan
CGW Southeast Partners III, L P.
Twelve Piedmont Center
Suite 210
Atlanta, Georgia 30305

Richard L Cravey
CGW Southeast Partners III, L.P.
Twelve Piedmont Center
Suite 210
Atlanta, Georgia 30305

Bart A. McLean
CGW Southeast Partners III, L P.
Twelve Piedmont Center
Suite 210
Atlanta, Georgia 30305

Richard L Cravey, Jr.
CGW Southeast Partners III, L.P.
Twelve Piedmont Center
Suite 210
Atlanta, Georgia 30305

ARTICLE NINE

Shareholder Action by Less Than Unanimous Written Consent

Any action that is required or permitted to be taken at a meeting of the shareholders may be taken without a meeting if the action is taken by persons who would be entitled to vote at a meeting shares having voting power to cast not less than the minimum number (or numbers, in the case of voting by groups) of votes that would be necessary to authorize or take such action at a meeting at which all shareholders entitled to vote were present and voted. The action must be evidenced by one or more written consents describing the action taken, signed by shareholders entitled to take action without a meeting and delivered to the corporation for inclusion in the minutes or filing with the corporate records.

IN WITNESS WHEREOF, the undersigned executes these Articles of Incorporation this 24th day of February, 1997.

/s/ Jonathan W. Lowe
Jonathan W. Lowe
lncorporator

ALSTON & BIRD
One Atlantic Center
1201 West Peachtree Street
Atlanta, Georgia 30309-3424
(404) 881-7000

[SEAL]

BUSINESS SERVICES AND REGULATION
Suite 315, West Tower
2 Martin Luther King, Jr. Drive
Atlanta, Georgia 30334-1530
(404) 656-2817

Secretary of State
State of Georgia

TRANSMITTAL INFORMATION FOR GEORGIA PROFIT OR NONPROFIT CORPORATIONS

J.K. JACKSON
Director

DO NOT WRITE IN SHADED AREA - SOS USE ONLY

DOCKET # 970550922	PENDING CONTROL # P172248	CONTROL # 9706898
Docket Code 311	Corporation Type DP	
Date Filed 2.24.97	Amount Received $160	Check/Receipt # 230085
Jurisdiction (County) Code 60		
Examiner 70		Date Completed 2.24.97

NOTICE TO APPLICANT: PRINT PLAINLY OR TYPE REMAINDER OF THIS FORM.
INSTRUCTIONS ARE ON THE BACK OF THIS FORM.

1. 970550867
Corporate Name Reservation Number

Crossroads Hospital Acquisition Corporation
Corporate Name (exactly as it appears on name reservation)

2. Jonathan W. Lowe, Esq.
Applicant/Attorney

(404) 881-7555
Telephone Number

Alston & Bird, One Atlantic Center, 1201 West Peachtree Street
Address

Atlanta	Georgia	30309-3424
City	State	Zip Code

3. **NOTICE: THIS FORM DOES NOT REPLACE THE ARTICLES OF INCORPORATION. MAIL OR DELIVER DOCUMENTS AND THE SECRETARY OF STATE FILING FEE TO THE ABOVE ADDRESS. DOCUMENTS SHOULD BE SUBMITTED IN THE FOLLOWING ORDER. (A COVER LETTER IS NOT REQUIRED.)**

1. FORM 227 - TRANSMITTAL FORM (ATTACH SECRETARY OF STATE FILING FEE OF $60.00 TO THIS FORM)
2. ORIGINAL ARTICLES OF INCORPORATION
3. ONE COPY OF ARTICLES OF INCORPORATION

I understand that the information on this form will be entered in the Secretary of State business registration database. I certify that a Notice of Incorporation or a Notice of Intent to Incorporate with a publishing fee of $40.00 has been or will be mailed or delivered to the authorized newspaper as required by law.

/s/ Jonathan W. Lowe
Authorized Signature

2/24/97
Date

BSR Form 227 (12/93)

Exhibit 3.40

LAKELAND HOSPITAL ACQUISITION CORPORATION

AMENDED AND RESTATED BYLAWS

Adopted as of January 22, 2001

Corporate Bylaws

Article I. Definitions

1.01 Code

The Code means the applicable titles, parts, chapters, sections, and other divisions of the state of incorporation's statutory scheme governing the formation and operation of corporations.

1.02 Record Date

Record Date means the date established under the Code on which the corporation determines the identity of its shareholders and their shareholdings. Such determination shall be made as of the close of business on the record date unless another time for doing so is specified when the record date is fixed.

1.03 Voting Group

Voting Group means all shares of one or more classes or series that under the articles of incorporation or the Code are entitled to vote and be counted together collectively on a matter at a meeting of the shareholders. All shares entitled by the articles of incorporation or the Code to vote generally on the matter are for that purpose a single voting group.

1.04 Corporation

Corporation includes any domestic or foreign predecessor entity of the corporation in a merger or other transaction in which the predecessor's existence ceased upon consummation of the transaction.

1.05 Director or Officer

Director or Officer means an individual who is or was (i) a member of the Board of Directors, (ii) an individual elected or appointed by the Board of Directors to serve as an officer, or (iii) a member of any duly constituted Committee of the Board of Directors. "Director" or "officer" includes, unless the context otherwise requires, the estate or personal representative of a director or officer.

1.06 Disinterested Director or Officer

"Disinterested Director" or "Disinterested Officer" means a director or officer who, with respect to a determination of the authorization or non-authorization of an expense advancement or of indemnification, is neither:

(i) the individual whose indemnification or expense advancement is the subject of the decision being made; nor

(ii) An individual having a familial, financial, professional, or employment relationship with the person whose indemnification or advance for expenses is the subject of the decision being made with respect to the proceeding, which relationship would, in the circumstances, reasonably be expected to exert an influence on the director's or officer's judgment when voting on the decision being made.

1.07 Liability

Liability means the obligation to pay a judgment, settlement, penalty, fine (including an excise tax assessed with respect to an employee benefit plan), or reasonable expenses incurred with respect to a proceeding.

1.08 Official Capacity

When used with respect to a director, Official Capacity means the office of director in the corporation. When used with respect to an officer, Official Capacity means the office in the corporation held by the officer. Official capacity does not include service for any other domestic or foreign corporation or any partnership, joint venture, trust, employee benefit plan, or other entity.

1.09 Party

Party includes an individual who was, is, or is threatened to be made a named defendant or respondent in a proceeding.

1.10 Proceeding

Proceeding means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitrative, or investigative and whether formal or informal.

Article II. Offices and Agents

2.01 Registered Office and Agent

The corporation shall maintain a registered office and have a registered agent, whose business office address is identical to that of the registered office, in its state of incorporation and in each state in which the corporation is qualified to do business.

2.02 Other Offices

In addition to its registered office, the corporation may have offices at any other place or places, within or without the state of incorporation, as the Board of Directors may from time to time select or as the business of the corporation may require or make desirable.

Article III. Meetings of the Shareholders

3.01 Annual Meetings

An annual meeting of the shareholders shall be held for the election of directors at such date, time, and place, either within or without the state of incorporation, as may be designated by resolution of the Board of Directors from time to time. Such resolution shall designate the date, time, and place of the meeting. Any other proper business may be transacted at the annual meeting. If an annual meeting is not held as provided in this bylaw, any business, including the election of directors, that might properly have been acted upon at that meeting may be acted upon at a special meeting in lieu of the annual meeting held pursuant to these bylaws or held pursuant to a court order.

3.02 Special Meetings

Special meetings of the shareholders may be called for any purpose or purposes at any time by the Board of Directors, or by the President of the corporation, or by a Committee of the Board of Directors that has been duly designated and authorized by resolution of the Board of Directors to call such meetings. In addition, the Board of Directors shall call such a meeting upon the written request of shareholders holding at least twenty percent (20%) of all the votes entitled to be cast on the issue or issues proposed to be considered at the requested special meeting.

3.03 Quorum

With respect to shares entitled to vote as a separate voting group on a matter at a meeting of shareholders, the presence, in person or by proxy, of a majority of the votes entitled to be cast on the matter by the voting group shall constitute a quorum of that voting group for action on that matter unless the articles of incorporation or the Code provide otherwise. Once a share is represented for any purpose at a meeting, other than solely to object to holding the meeting or to transacting business at the meeting, it is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of the meeting unless a new record date is or must be set for the adjourned meeting pursuant to the bylaw governing the fixing of the record date with regard to shareholder action.

3.04 Adjournment and Reconversion

Whether or not a quorum is present to organize a meeting, any meeting of shareholders may be adjourned by the holders of a majority of the voting shares represented at the meeting to reconvene at a specific time and place, but no later than 120 days after the date fixed for the original meeting unless the requirements of the Code concerning the selection of a new record date have been met. At any reconvened meeting within that time period, any business may be transacted that could have been transacted at the meeting that was adjourned.

3.05 Presiding Officer

The Chief Executive Officer shall serve as the Presiding Officer of every meeting of shareholders unless another person is elected by the shareholders to serve as Presiding Officer at the meeting. The Presiding Officer shall appoint any persons he deems required to assist with the meeting.

3.06 Vote Required for Action

If a quorum exists, action on a matter (other than the election of directors) by a voting group is approved if the votes cast within the voting group favoring the action exceed the votes cast opposing the action, unless the articles of incorporation, provisions of these bylaws validly adopted by the shareholders, or the Code requires a greater number of affirmative votes. If the articles of incorporation or the Code provide for voting by two or more voting groups on a matter, action on that matter is taken only when voted upon by each of those voting groups counted separately. Action may be taken by one voting group on a matter even though no action is taken by another voting group entitled to vote on the matter. With regard to the election of directors, unless otherwise provided in the articles of incorporation, if a quorum exists, action on the election of directors is taken by a plurality of the votes cast by the shares entitled to vote in the election.

3.07 Shares Held by Another Corporation

Shares standing in the name of another corporation, domestic or foreign, may be voted by such officer, agent, or proxy as the by-laws of such other corporation may prescribe, or, in the absence of such a provision, as the board of directors of such other corporation may determine.

3.08 Method of Voting Shares

Unless the articles of incorporation or the Code provide otherwise, each outstanding share having voting rights shall be entitled to one vote on each matter submitted to a vote at a meeting of the shareholders. Voting on all matters shall be by voice vote or by show of hands unless any qualified voter, prior to the voting on any matter, demands vote by ballot, in which case each ballot shall state the name of the shareholder voting and the number of shares voted by him, and if the ballot be cast by proxy, it shall also state the name of the proxy.

3.09 Proxies

A shareholder entitled to vote on a matter may vote in person or by proxy pursuant to an appointment of proxy executed in writing by the shareholder or by his attorney-in-fact. An appointment of proxy shall be valid for only one meeting to be specified therein, and any adjournments of such meeting, but shall not be valid for more than eleven months unless expressly provided therein. Appointments of proxy shall be dated and filed with the records of the meeting to which they relate. If the validity of any appointment of proxy is questioned, it must be submitted to the secretary of the meeting of shareholders for examination or to a proxy officer or committee appointed by the meeting's presiding officer. The secretary of the meeting or, if appointed, the proxy officer or committee, shall determine the validity or invalidity of any appointment of proxy submitted for examination. Reference in the minutes of the meeting by the secretary or, if appointed, the proxy officer or committee, as to the regularity of an appointment of proxy shall be received as prima facie evidence of the facts stated for the purpose of establishing the presence of a quorum at the meeting and for all other purposes.

3.10 Action Without a Meeting

Any action required or permitted to be taken at a meeting of the shareholders, may be taken without a meeting if the action is taken by all shareholders entitled to vote on the action. Or, if allowed by the articles of incorporation, such action may be taken without a meeting by persons who would be entitled to vote shares having voting power to cast not less than the minimum number (or numbers, in the case of voting by groups) of votes that would be necessary to authorize or take the action at a meeting at which all shareholders entitled to vote were present and voted. The action without a meeting must be evidenced by one or more written consents describing the action taken, signed by shareholders entitled to take action without a meeting, and delivered to the corporation for inclusion in the minutes or filing with the corporate records. The corporation shall give written notice of actions so taken.

3.11 Notice

Unless waived as contemplated in these bylaws, a notice of each meeting of shareholders, stating the date, time, and place of the meeting shall be given not less than ten (10) days nor more than sixty (60) days before the date thereof, to each shareholder entitled to vote at that meeting. In the case of an annual meeting, the notice need not state the purpose or purposes of the meeting unless the articles of incorporation or the Code requires otherwise. In the case of a special meeting, including a special meeting in lieu of an annual meeting, the notice of meeting shall state the purpose or purposes for which the meeting is called.

Article IV. Board of Directors

4.01 Powers

All corporate powers, which are lawful and do not violate any legal agreement among shareholders and which are not prohibited by the articles of incorporation or these bylaws, shall be exercised by or under the authority of, and the business and affairs of the corporation shall be managed under, the direction of the Board of Directors. The Board of Directors may, by resolution, vote any shares of stock owned by the corporation. Also, the Board of Directors from time to time in its discretion may authorize or declare distributions or share dividends in accordance with the Code.

4.02 Number

The number and composition of the corporation's Board of Directors shall initially be that which is specified in the articles of incorporation. If the articles of incorporation do not specify the number and composition of the Board of Directors, then the Board of Director's shall consist of one member, the

Chief Executive Officer of the corporation. Thereafter, the number and composition of the Board of Directors may be changed from time to time by an action of the shareholders.

4.03 Election

Except as provided for in the bylaw addressing vacancies in the Board of Directors, the Directors shall be elected by a vote of the shareholders at each annual meeting of shareholders or special meeting in lieu of the annual meeting.

4.04 Term of Office

Except in the case of death, written resignation, retirement, disqualification, or removal, each director shall serve until the next succeeding annual meeting or special meeting in lieu of an annual meeting and thereafter until his successor is elected and qualifies or until the number of directors is decreased.

4.05 Removal

One or more directors may be removed from office with or without cause by the shareholders by a majority of the votes entitled to be cast. If the director was elected by a voting group, only the shareholders of that voting group may participate in the vote to remove him. Removal action may be taken at any meeting of shareholders with respect to which the notice stated that the purpose, or one of the purposes, of the meeting is removal of the director, and a removed director's successor may be elected at the same meeting.

4.06 Vacancies

A vacancy occurring in the Board of Directors, other than by reason of an increase in the number of directors, shall be filled for the unexpired term by the first to take action of (a) the shareholders or (b) the Board of Directors, and if the directors remaining in office constitute fewer than a quorum of the Board of Directors, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office. If the vacant office was held by a director elected by a voting group, only the holders of shares of that voting group or the remaining directors elected by that voting group are entitled to vote to fill the vacancy. A vacancy occurring in the Board of Directors by reason of an increase in the number of directors shall be filled in like manner as any other vacancy, but, if filled by action of the Board of Directors, shall only be for a term of office continuing until the next election of directors by the shareholders and until the election and qualification of a successor.

4.07 Committees

The Board of Directors, by resolution, may designate from among its members an executive committee and one or more other committees, each consisting of one or more directors all of whom serve at the pleasure of the Board of Directors. Except as limited by the Code, each committee shall have the authority set forth in the resolution establishing the committee. The provisions of these bylaws as to the Board of Directors and its deliberations shall be applicable to any committee of the Board of Directors. All decisions and actions of any committee created by these bylaws or resulting from the authority granted by these bylaws, shall be subject to the discretionary review and approval of the Board of Directors.

4.08 Compensation

Unless the articles of incorporation provide otherwise, the Board of Directors may determine from time to time the compensation, if any, directors may receive for their services as directors. A

director may also serve the corporation in a capacity other than that of director and receive compensation, as determined by the Board of Directors, for services rendered in such other capacity.

Article V. Meetings of the Board of Directors

5.01 Regular Meetings

Regular meetings of the Board of Directors shall be held immediately after the annual meeting of shareholders or a special meeting in lieu of the annual meeting. In addition, the Board of Directors may schedule other meetings to occur at regular intervals throughout the year.

5.02 Special Meetings

Special meetings of the Board of Directors may be called by or at the request of the Chief Executive Officer of the corporation, by the sole director of the board or, if the board consists of more than one director, by any two directors in office at that time.

5.03 Quorums

Unless a greater number is required by the articles of incorporation, these bylaws, or the Code, a quorum of the Board of Directors consists of a majority of the total number of directors.

5.04 Adjournments

Whether or not a quorum is present to organize a meeting, any meeting of directors (including an adjourned meeting) may be adjourned by a majority of the directors present to reconvene at a specific time and place. At any reconvened meeting, any business may be transacted that could have been transacted at the meeting that was adjourned. It shall not be necessary to give any notice of the reconvened meeting or of the business to be transacted, if the date, time and place of the reconvened meeting are announced at the meeting that was adjourned.

5.05 Action Without a Meeting

Unless the Code, the articles of incorporation, or these bylaws provide otherwise, any action required or permitted to be taken at any meeting of the Board of Directors, or any action that may be taken at a meeting of an authorized committee of the Board of Directors, may be taken without a meeting if the action is taken by all the members of the Board of Directors (or of the committee, as the case may be). The action must be evidenced by one or more written consents describing the action taken, signed by each director (or each director serving on the committee, as the case may be), and delivered to the corporation for inclusion in the minutes or filing with the corporate records.

5.06 Meetings by Telephone

Any or all directors may participate in a meeting of the Board of Directors, and members of an authorized committee of the Board of Directors may participate in a meeting of the committee (as the case may be), through the use of any means of communication by which all directors participating may simultaneously hear each other during the meeting.

5.07 Place of Meetings

Directors may hold their meetings at any place within or without the state of incorporation, as the Board of Directors may from time to time establish for regular meetings or as set forth in the notice of special meetings or, in the event of a meeting held pursuant to waiver of notice, as set forth in the

waiver.

5.08 Notice of Meetings

No notice shall be required for any regularly scheduled meeting of the directors. Unless waived as contemplated in these bylaws, each director shall be given at least five day's notice of each special meeting stating the date, time, and place of the meeting. It is not required that the purpose of a Directors' meeting be stated in any notice of such a meeting, whether the meeting is a regular or a special meeting.

5.09 Vote Required for Action

If a quorum is present when a vote is taken, the affirmative vote of a majority of directors present is the act of the Board of Directors unless the Code, the articles of incorporation, or these bylaws require the vote of a greater number of directors.

A director who is present at a meeting of the Board of Directors, or an authorized committee of the Board of Directors, when corporate action is taken is deemed to have assented to the action taken unless:

(i) he objects at the beginning of the meeting (or promptly upon his arrival) to holding the meeting or to transacting business at the meeting,

(ii) his dissent or abstention from the action taken is entered in the minutes of the meeting, or

(iii) he delivers written notice of his dissent or abstention to the presiding officer of the meeting before its adjournment or to the corporation immediately after adjournment of the meeting.

The right of dissent or abstention is not available to a director who votes in favor of the action taken.

Article VI. Shareholder and Director Notices

6.1 Delivery of Notice

Whenever these bylaws require notice to be given to any shareholder or director, the notice shall be given in accordance with this bylaw. Notice under these bylaws shall be in writing unless oral notice is reasonable under the circumstances. Any notice to directors may be written or oral. Notice may be communicated in person, by telephone, telegraph, teletype, other form of wire or wireless communication, or by mail or private carrier. If these forms of personal notice are impracticable, notice may be communicated by a newspaper of general circulation in the area where published, or by radio, television, or other form of public broadcast communication. Written notice to the shareholders, if in a comprehensible form, is effective when mailed, if mailed with first-class postage prepaid and correctly addressed to the shareholder's address shown in the corporation's current record of shareholders.

6.2 When Effective

Except as otherwise provided in this bylaw, written notice, if in a comprehensible form, is effective at the earliest of the following:

(i) when received or when delivered, properly addressed, to the addressee's last known

principal place of business or residence;

(ii) five days after deposit in the mail, as evidenced by the postmark, if mailed with first-class postage prepaid and correctly addressed, or

(iii) on the date shown on the return receipt, if sent by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee.

Oral notice is effective when communicated if communicated in a comprehensible manner.

In calculating time periods for notice, when a period of time measured in days, weeks, months, years, or other measurement of time is prescribed for the exercise of any privilege or the discharge of any duty, the first day shall not be counted but the last day shall be counted.

6.3 Waiver

A shareholder or director may waive any notice before or after the date and time stated in the notice. Except as provided in this bylaw, the waiver must be in writing, be signed by the shareholder or director entitled to the notice, and be delivered to the corporation for inclusion in the minutes or filing with the corporate records.

A shareholder's attendance at a meeting (i) waives objection to lack of notice or defective notice of the meeting, unless the shareholder at the beginning of the meeting objects to holding the meeting or transacting business at the meeting; and (ii) waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the shareholder objects to considering the matter when it is presented.

A director's attendance at or participation in a meeting waives any required notice to him of the meeting unless the director at the beginning of the meeting (or promptly upon his arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Unless required by the Code, neither the business transacted nor the purpose of the meeting need be specified in the waiver.

6.4 Notice Following Adjournment

If notice of an adjourned meeting of the shareholders or of the directors was properly given, it shall not be necessary to give any notice of the reconvened meeting or of the business to be transacted, if the date, time and place of the reconvened meeting are announced at the meeting that was adjourned and before adjournment; provided, however, that if a new record date of shares is or must be fixed, notice of the reconvened meeting must be given to persons who are shareholders as of the new record date.

Article VII. Officers

7.01 Number

The officers of the corporation shall consist of a Board Chairman, a President, a Secretary, a Treasurer, and any other officers as may be appointed by the Board of Directors or by an other duly appointed officer pursuant to these bylaws. The Board of Directors shall from time to time create and establish the duties of the other officers. Any two or more offices may be held by the same person.

7.02 Chairman of Board

The Chairman of the Board of Directors shall preside at all meetings of the Board of Directors and shall have authority to execute bonds, mortgages, and other contracts requiring a seal, under the seal of the corporation; to endorse, when sold, assigned, transferred, or otherwise disposed of by the corporation, all certificates or shares of stock, bonds, or other securities issued by other corporations, associations, trusts, whether public or private, or by any government agency thereof, and owned or held by the corporation, and to make, execute, and deliver all instruments or assignments of transfer of any such stocks, bonds, or other securities. The Chairman of the Board may, with the approval of the Board of Directors, or shall, at the direction of the Board of Directors, delegate any or all of such duties to the President.

7.03 President

The President shall be the Chief Executive Officer of the corporation and shall have general supervision of the business of the corporation. The President shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall perform such other duties as may from time to time be delegated by the Board of Directors. In the absence of the Chairman of the Board, the President shall have authority to do any and all things delegated to the Chairman of the Board of Directors.

7.04 Vice President

In the absence or disability of the President, or at the direction of the President, the Vice President, if any, shall perform the duties and exercise the powers of the President. If the corporation has more than one Vice President, the one designated by the Board of Directors shall act in lieu of the President. Vice Presidents shall perform whatever duties and have whatever powers the Board of Directors may from time to time assign.

7.05 Secretary

The Secretary shall be responsible for preparing minutes of the acts and proceedings of all meetings of the shareholders, the Board of Directors, and any Committees thereof. The Secretary shall have authority to give all notices required by the Code or these bylaws. The Secretary shall be responsible for the custody of the corporate books, records, contracts, and other documents. The Secretary may affix the corporate seal to any lawfully executed documents and shall sign any instruments as may require his or her signature. The Secretary shall authenticate records of the corporation. The Secretary shall perform whatever additional duties and have whatever additional powers the Board of Directors may from time to time assign. In the absence or disability of the Secretary or at the direction of the President, any assistant secretary may perform the duties and exercise the powers of the Secretary.

7.06 Treasurer

The Treasurer shall be responsible for the custody of all funds and securities belonging to the corporation and for the receipt, deposit, or disbursement of funds and securities under the direction of the Board of Directors. The Treasurer shall cause to be maintained full and true accounts of all receipts and disbursements and shall make reports of the same to the Board of Directors and the President upon request. The Treasurer shall perform all duties as may be assigned to him from time to time by the Board of Directors.

7.07 Appointment, Term, and Removal

All officers shall be appointed by the Board of Directors or by a duly appointed officer pursuant to these bylaws and shall serve at the pleasure of the Board of Directors or the appointing officers, as the case may be. All officers, however appointed, may be removed with or without cause by the Board of Directors, and any officer appointed by another officer may also be removed by the appointing officer with or without cause.

7.08 Compensation

The compensation of all officers of the corporation appointed by the Board of Directors shall be fixed by the Board of Directors.

7.09 Bonds

The Board of Directors may, by resolution, require any or all of the officers, agents, or employees of the corporation to give bonds to the corporation, with sufficient surety or sureties, conditioned on the faithful performance of the duties of their respective offices or positions, and to comply with any other conditions as from time to time may be required by the Board of Directors.

Article VIII. Indemnification

8.01 Basic Indemnification Arrangement

Except as provided in these bylaws, the corporation shall indemnify an individual who is a party to a proceeding because he or she is or was a director or officer against liability incurred in the proceeding if:

(i) Such Director or Officer conducted himself in good faith and reasonably believed:

(a) In the case of conduct in his or her official capacity, that such conduct was in the best interests of the corporation;

(b) In all other cases, that such conduct was at least not opposed to the best interests of the corporation; and

(c) In the case of any criminal proceeding, that the individual had no reasonable cause to believe such conduct was unlawful, or

(ii) Such Director's or Officer's conduct with respect to an employee benefit plan, which is the subject of the proceeding, was for a purpose he believed in good faith to be in the interests of the participants in and beneficiaries of the plan.

The termination of a proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent is not, of itself, determinative that the director or officer did not meet the requisite standard of conduct described in this bylaw.

The corporation may not indemnify a director or officer under this Article:

(i) In connection with a proceeding by or in the right **of** the corporation, except for reasonable expenses incurred in connection with the proceeding if it is determined that the director or officer has met the requisite standard of conduct under this bylaw; or

(ii) In connection with any proceeding with respect to conduct for which he or she was adjudged liable on the basis that personal benefit was improperly received by him or her, whether or not involving action in his or her official capacity.

8.02 Advances for Expenses

The corporation may, before final disposition of a proceeding, advance funds to pay for or reimburse the reasonable expenses, including counsel fees, incurred by a director or officer who is a party to a proceeding because he or she is a director or officer if he or she delivers to the corporation:

(i) A written affirmation of his or her good faith belief that he or she has met the requisite standard of conduct described in the Basic Indemnification Arrangement bylaw or that the proceeding involves conduct for which such person's liability has been eliminated under the corporation's articles of incorporation; and

(ii) His or her written undertaking to repay any funds advanced if it is ultimately determined that the director or officer is not entitled to indemnification under this Article or the Code. This undertaking to repay must be an unlimited general obligation of the director or officer but need not be secured and may be accepted without reference to the financial ability of the director or officer to make repayment.

Authorizations for expense advancements shall be made:

(i) By the board of directors:

(a) by a majority vote of a quorum consisting of disinterested directors, or

(b) if such a quorum is not obtainable (or is obtainable and a majority vote of a quorum of disinterested directors so directs), by independent legal counsel in a written opinion; or

(ii) By a majority vote of the shareholders; however, shares owned or voted under the control of a director or officer who at the time does not qualify as a disinterested director or disinterested officer with respect to the proceeding may not be voted on the authorization.

8.03 Court-Ordered Indemnification and Advances for Expenses

A director or officer who is a party to a proceeding because he or she is a director or officer may apply for indemnification or advance for expenses to the court conducting the proceeding or to another court of competent jurisdiction. Pursuant to the Code, after receipt of an application and after giving any notice it considers necessary, the court shall:

(i) Order indemnification or advance for expenses if it determines that the director or officer is entitled to indemnification; or

(ii) Order indemnification or advance for expenses if it determines, in view of all the relevant circumstances, that it is fair and reasonable to indemnify the director or officer, or to advance expenses to the director or officer, even if the director or officer has not met the relevant standard of conduct, failed to comply with the requirements for advance of expenses, or was adjudged liable on the basis that personal benefit was improperly received by him or her, whether or not involving action in his or her official capacity. However, if the director or officer was adjudged so liable, the indemnification shall be

limited to reasonable expenses incurred in connection with the proceeding.

If the court determines that the director or officer is entitled to indemnification or advance for expenses, it may also order the corporation to pay the director's or officer's reasonable expenses to obtain court-ordered indemnification or advance for expenses.

8.04 Determination and Authorization of Indemnification

The corporation acknowledges that indemnification of a director or officer according to these bylaws has been pre-authorized by the corporation as permitted by the Code. Nevertheless, the corporation shall not indemnify a director or officer under these bylaws unless a determination has been made for the specific proceeding that indemnification of the director or officer is permissible in the circumstances because he or she has met the relevant standard of conduct set forth in the Basic Indemnification Arrangement. However, regardless of the result or absence of any such determination, the corporation shall indemnify a director or officer who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which he or she was a party because he or she was a director or officer of the corporation against reasonable expenses incurred by the director or officer in connection with the proceeding.

The determination of indemnification shall be made:

(i) by the board of directors:

  (a) by a majority vote of a quorum consisting of disinterested directors; or

  (b) if such a quorum is not obtainable or is obtainable and a majority vote of a quorum of disinterested directors so directs, by independent legal counsel in a written opinion; or

(ii) by a majority vote of the shareholders, but shares owned by or voted under the control of a director or officer who at the time does not qualify as a disinterested director or disinterested officer may not be voted on the determination.

As acknowledged above, the corporation has pre-authorized the indemnification of directors and officers hereunder, subject to a determination for a specific proceeding that the director or officer met the relevant standard of conduct under the Basic Indemnification Arrangement. Consequently, no further decision need or shall be made on a case-by-case basis as to the authorization of the corporation's indemnification of directors or officers hereunder. Nevertheless, evaluation as to reasonableness of expenses of a director or officer for a specific proceeding shall be made in the same manner as the determination that indemnification is permissible, except that if there are fewer than two disinterested directors or if the determination is made by special legal counsel, evaluation as to reasonableness of expenses shall be made by the Board of Directors, the members of which may or may not be disinterested.

8.05 Indemnification of Employees and Agents

The corporation may indemnify and advance expenses under these bylaws to an employee or agent of the corporation who is not a director or officer to the extent, consistent with public policy, that such indemnification and advances may be provided to **a** director or officer.

8.06 Shareholder Approved Indemnification

If authorized by the articles of incorporation, the bylaws, or by a a contract or resolution

approved or ratified by the shareholders of the corporation by a majority of the votes entitled to be cast, the corporation may indemnify or obligate itself to indemnify a director or officer made a party to a proceeding, including a proceeding brought by or in the right of the corporation, without regard to the limitations in other sections of these bylaws, but shares owned or voted under the control of a director or officer who at the time of such authorization does not qualify as a disinterested director or disinterested officer with respect to any existing or threatened proceeding that would be covered by the authorization may not be voted on the authorization.

Nevertheless, the corporation shall not indemnify a director or officer under this bylaw for any liability incurred in a proceeding in which the director or officer is adjudged liable to the corporation or is subjected to injunctive relief in favor of the corporation:

(i) for any appropriation, in violation of his or her duties, of any business opportunity of the corporation,

(ii) for acts or omissions which involve intentional misconduct or a knowing violation of law,

(iii) for assenting to an unlawful distribution as defined in the Code, or

(iv) for any transaction from which he or she received an improper personal benefit.

Where approved or authorized according to this bylaw, the corporation may advance or reimburse expenses incurred in advance of final disposition of the proceeding only if

(i) The director or officer furnishes the corporation a written affirmation of his or her good faith belief that his or her conduct does not constitute behavior of the kind described in this bylaw which would prevent indemnification; and

(ii) The director or officer furnishes the corporation a written undertaking, executed personally or on his or her behalf, to repay any advances if it is ultimately determined that he or she is not entitled to indemnification under this bylaw.

8.07 Insurance

The corporation may purchase and maintain insurance on behalf of an individual

(i) who is a director, officer, employee, or agent of the corporation, or

(ii) who, while a director, officer, employee, or agent of the corporation, serves at the corporation's request as a director, officer, partner, trustee, employee or agent of another domestic or foreign corporation, partnership, joint venture, trust, employee benefit plan, or other entity

against liability asserted against or incurred by him or her in that capacity or arising from his or her status as a director, officer, employee, or agent, whether or not the corporation would have power to indemnify or advance expenses to him or her against the same liability under these bylaws or the Code.

8.09 Witness Fees

Nothing in these bylaws shall limit the corporation's power to pay or reimburse expenses incurred by a director or officer in connection with his or her appearance as a witness in a proceeding at a time when he or she is not a party.

8.10 Report to Shareholders

To the extent and in the manner required by the Code from time to time, if the corporation indemnifies or advances expenses to a director or officer in connection with a proceeding by or in the right of the corporation, the corporation shall report the indemnification or advance to the shareholders.

8.11 Effect of Amendments

No amendment, modification, or rescission of these bylaws, or any provision of the bylaws, the effect of which would diminish the rights to indemnification or advancement of expenses as set forth herein shall be effective as to any person with respect to any action taken or omitted by such person prior to such amendment, modification or rescission.

Article IX. Stock Certificates

9.01 Authorization and Issuance

In accordance with the Code, the Board of Directors may authorize shares of any class or series provided for in the corporation's Articles of Incorporation to be issued for any consideration valid under the provisions of the Code. To the extent provided in the Articles of Incorporation, the Board of Directors shall determine the preferences, limitations, and relative rights of the shares.

9.02 Form

The interest of each shareholder in the corporation shall be evidenced by a certificate or certificates representing shares of the corporation which shall be in such form as the Board of Directors from time to time may adopt. Share certificates shall be numbered consecutively, shall be in registered form, shall indicate the date of issuance, the name of the corporation, that it is organized under the laws of the state of incorporation, the name of the shareholder, the number and class of shares, and the designation of the series, if any, represented by the certificate. Each certificate shall be signed by any one of the President, a Vice President, the Secretary, or the Treasurer. The corporate seal need not be affixed.

9.03 Registered Shareholders

Prior to due presentation for transfer of registration of its shares, the corporation may treat the registered owner of the shares as the person exclusively entitled to vote the shares, to receive any share dividend or distribution with respect to the shares, and for all other purposes. The corporation shall not be bound to recognize any equitable or other claim to or interest in the shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

9.04 Transfer of Shares

Transfers of shares shall be made upon the transfer books of the corporation, kept at the principle office of the corporation (or at the office of the transfer agent designated to transfer the shares, if any) only upon direction of the person named in the certificate, or by his or her attorney lawfully constituted in writing. Before a new certificate is issued, the old certificate shall be surrendered for cancellation or, in the case of a certificate alleged to have been lost, stolen, or destroyed, the requirements of the bylaw governing lost, stolen, or destroyed certificates shall have been met.

9.05 Record Date

For the purpose of determining shareholders entitled to notice of a shareholders' meeting, to

demand a special meeting, to vote, or to take any other action, the Board of Directors may fix a future date as the record date, which date shall be not more than seventy (70) days prior to the date on which the particular action requiring a determination of shareholders is to be taken. A determination of shareholders entitled to notice of or to vote at a shareholders' meeting is effective for any adjournment of the meeting unless the Board of Directors fixes a new record date, which it must do if the meeting is adjourned to a date more than 120 days after the date fixed for the original meeting. If no record date is fixed by the Board of Directors, the record date shall be determined in accordance with the provisions of the Code.

For the purpose of determining shareholders entitled to a distribution (other than one involving a purchase, redemption, or other reacquisition of the corporation's shares) or a share dividend, the Board of Directors may fix a date as the record date, if no record date is fixed by the Board of Directors, the record date shall be determined in accordance with the provisions of the Code.

9.06 Lost, Stolen, or Destroyed Certificates

Any person claiming a share certificate to be lost, stolen, or destroyed shall make an affidavit or affirmation of the fact in the manner required by the Board of Directors and, if the Board of Directors requires, shall give the corporation a bond of indemnity in form and amount, and with one or more sureties satisfactory to the Board of Directors, as the Board of Directors may require, whereupon an appropriate new certificate may be issued in lieu of the one alleged to have been lost, stolen or destroyed.

Article X. Miscellaneous

10.01 Fiscal Year

The fiscal year of the corporation shall be a twelve-month period, beginning January 1 and ending on December 31 each year, unless the Board of Directors, by resolution, fixes the fiscal year as an other time period.

10.02 Corporate Seal

If the Board of Directors determines that there should be a corporate seal for the corporation, it shall be in the form as the Board of Directors may from time to time determine.

10.03 Corporate Records

The Board of Directors shall have the power to determine which accounts, books, and records of the corporation shall be opened to the inspection of the shareholders, except those as may by law specifically be made open to inspection. The Board of Directors shall have the power to fix reasonable rules and regulations not in conflict with the applicable law for the inspection of accounts, books, and records which by law or by determination of the Board of Directors shall be open to inspection.

10.04 Annual Financial Statements

In accordance with the Code, the corporation shall prepare and provide to the shareholders such financial statements as may be required by the Code.

10.05 Amendments

The Board of Directors shall have the power to alter, amend, or repeal these bylaws or adopt new bylaws, but any bylaws adopted by the Board of Directors may be altered, amended, or repealed,

and new bylaws adopted, by the shareholders. The shareholders may prescribe, by expressing in the action they take in adopting or amending any bylaw or bylaws, that the bylaw or bylaws so adopted or amended shall not be altered, amended or repealed by the Board of Directors.

10.06 Conflict with Articles of Incorporation or Law; Severability

In the event that any provision of these bylaws conflicts with any provision of the Articles of Incorporation, the Articles of Incorporation shall govern. In the event that any of the provisions of these bylaws (including any provision within a single section, subsection, division or sentence) is held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions of the bylaws shall remain enforceable to the fullest extent permitted by law.

Exhibit 3.41

State of Delaware
Secretary of State
Division of Corporations
Delivered 05:20 PM 07/16/2010
FILED 05:05 PM 07/16/2010
SRV 100749728 - 4848416 FILE

State of Delaware
Certificate of Correction
of a Limited Liability Company
to be filed pursuant to Section 18-211(a)

1. The name of the Limited Liability Company is: Lakeview Behavioral Health Services LLC
2. That a Certificate of Formation was filed by the Secretary of State of Delaware on July 15, 2010, and that said Certificate requires correction as permitted by Section 18-211 of the Limited Liability Company Act.
3. The inaccuracy or defect of said Certificate is: (must give specific reason)

   The name of the limited liability company was entered incorrectly.
4. The Certificate is hereby corrected to read as follows:

   The name of the limited liability company is Lakeview Behavioral Health System LLC.

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 16th day of July, A.D. 2010.

By: /s/ John Callahan
Authorized Person

Name: John Callahan
Print or Type

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:55 PM 07/15/2010
FILED 01:20 PM 07/15/2010
SRV 100744363 - 4848416 FILE

STATE *of* DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE *of* FORMATION

First: The name of the limited liability company is Lakeview Behavioral Health Services LLC

Second: The address of its registered office in the State of Delaware is 160 Greentree Dr., Suite 101 in the City of Dover. Zip code 19904. The name of its Registered agent at such address is National Registered Agents, Inc.

Third: (Use this paragraph only if the company is to have a specific effective date of dissolution: "The latest date on which the limited liability company is to dissolve is _____.")

Fourth: (Insert any other matters the members determine to include herein.)

n/a

In Witness Whereof, the undersigned have executed this Certificate of Formation this 15 day of July, 2010.

By: /s/ John Callahan
Authorized Person (s)

Name: John Callahan

Exhibit 3.42

LIMITED LIABILITY COMPANY AGREEMENT OF LAKEVIEW BEHAVIORAL HEALTH SYSTEM LLC

This LIMITED LIABILITY COMPANY AGREEMENT, dated effective as of the 15th day of July, 2010 (this "Agreement"), is adopted, executed and agreed to, for good and valuable consideration, by and between Acadia Healthcare Company, LLC (the "Member") and Lakeview Behavioral Health System LLC (the "LLC"). Certain terms used herein are defined in Section 1.6.

ARTICLE I

GENERAL PROVISIONS; CAPITAL CONTRIBUTIONS; DEFINITIONS

Section 1.1 Formation. The formation of the LLC, pursuant to and in accordance with the Delaware Limited Liability Company Act, 6 Del. C. §18-101, et seq., as amended from time to time (the "Act"), occurred on July 15, 2010. An authorized person, within the meaning of the Act, has executed, delivered and filed the certificate of formation of the LLC (the "Certificate"). The Member has been admitted to the LLC as its sole initial member.

Section 1.2 Name. The name of the LLC will be "Lakeview Behavioral Health System LLC," or such other name or names as the Member may from time to time designate.

Section 1.3 Purpose. The LLC's purpose shall be to carry on any activities which may lawfully be earned on by a limited liability company organized pursuant to the Act. Without limiting the foregoing, the LLC shall, as part of its mission and purpose:

(a) Establish and maintain an institution with permanent facilities in Atlanta, Georgia that includes patient beds and medical services to provide diagnosis and treatment for patients in need of psychiatric care (the "Hospital").

(b) Maintain, and equip the Hospital to provide psychiatric services for patients in the Atlanta, Georgia area and to provide services that enable qualified practitioners to practice in the Hospital and the community.

(c) Carry on any educational activities related to rendering care to the mentally ill and afflicted or to the promotion of health that, in the opinion of the LLC, may be justified subject to approval by the Board of Managers.

(d) Participate in activities designed and carried on to promote the general health of the community subject to the approval by the Board of Managers.

(e) Be an integral part of any health care plan offering the broadest scope of services appropriate.

(f) Provide coordination and integration among the Hospital's leaders to establish policies in general, including policies pertinent to conflicts among Hospital

leaders; to maintain quality patient care; to provide for necessary resources; and to provide for organizational management, planning and operations.

(g) Ensure the Hospital's compliance with all applicable laws, regulations, certification standards and conditions of participation.

(h) Ensure collaboration of Hospital leaders, including leaders from the Medical Staff and nursing staff, in the development, review and revision of Hospital policies and procedures.

Section 1.4 Registered Office; Registered Agent; Place of Business. The registered office of the LLC required by the Act to be maintained in the State of Delaware shall be the office of the initial registered agent named in the Certificate or such other office (which need not be a place of business of the LLC) as the Member may designate from time to time in the manner provided by law. The registered agent of the LLC in the State of Delaware shall be the initial registered agent named in the Certificate or such other person or persons as the Member may designate from time to time in the manner provided by law. The LLC will maintain an office and principal place of business at such place or places inside or outside the State of Delaware as the Member may designate from time to time.

Section 1.5 Capital Contributions.

(a) The Member has contributed to the capital of the LLC the amount set forth on Schedule I. All future capital contributions made by the Member shall be reflected on the LLC's books and records. Persons hereafter admitted as members of the LLC shall make such contributions of cash (or promissory obligations), property or services to the LLC as shall be determined by the Member and such person making the contribution in their sole discretion at the time of each such admission. Upon admission, new members shall sign an amended version of this Agreement approved by the Member and containing provisions appropriate for a Delaware limited liability company with more than one member.

(b) The Member shall not have any responsibility to restore any negative balance in its Capital Account or to contribute to or in respect of liabilities or obligations of the LLC, whether arising in tort, contract or otherwise, or return distributions made by the LLC except as required by the Act or other applicable law. The failure of the LLC to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on the Member for liabilities of the LLC.

(c) No interest shall be paid by the LLC on capital contributions or on balances in the Member's Capital Account.

(d) The Member shall not be entitled to withdraw any part of its Capital Account or to receive any distributions from the LLC except as provided in Articles III and V. The Member may, at its discretion, make loans to the LLC, and any loan by the Member to the LLC shall not be considered to be a capital contribution for

any purpose and shall not result in an increase in the amount of the Capital Account of the Member.

Section 1.6 Definitions. For purposes of this Agreement:

"Capital Account" has the meaning set forth in Section 2.1.

"Event of Withdrawal" means the dissolution of the Member.

"Manager" means any person appointed or acting as a Manager pursuant to Article IV hereof.

"Member" means Acadia Healthcare Company. LLC.

Section 1.7 Term. The LLC shall continue until dissolved and terminated in accordance with Article V of this Agreement.

Section 1.8 No State-Law Partnership. The Member intends that the LLC not be a partnership (including, without limitation, a limited partnership) or joint venture for any purposes.

ARTICLE II

CAPITAL ACCOUNTS

Section 2.1 Capital Accounts. The LLC may maintain a Capital Account for the Member. The Member's Capital Account shall be increased by capital contributions and by the Member's share of LLC profits and decreased by distributions to the Member and by the Member's share of LLC losses. No advance of money to the LLC by the Member shall be credited to its Capital Account.

ARTICLE III

DISTRIBUTIONS AND ALLOCATIONS

Section 3.1 Distributions. Distributions of cash or other assets of the LLC shall be made at such times and in such amounts as the Member may determine. Notwithstanding any provision to the contrary contained in this Agreement, the LLC shall not make a distribution to the Member on account of its membership interest in the LLC if such distribution would violate Section 18-607 of the Act or other applicable law.

Section 3.2 Allocations. Except as otherwise required by applicable provisions of tax law, solely for federal income tax purposes and for purposes of certain state tax laws, the LLC shall be disregarded as an entity separate from the Member. Each item of LLC income, gain, loss, deduction, and credit shall be treated as if realized directly by, and shall be allocated 100% to, the Member.

ARTICLE IV

MANAGEMENT AND MEMBER RIGHTS

Section 4.1 Management Authority. The Board of Managers shall constitute the governing board of the LLC and the Hospital, and this Agreement shall be deemed the "Governing Board Bylaws" of the LLC and the Hospital for purposes of accreditation and conditions of participation in applicable programs. The Managers shall devote such time to the affairs of the LLC as is reasonably necessary for performance by the Board of Managers of its duties. Except as otherwise provided for elsewhere in this Agreement, the Board of Managers shall have the right, discretion and power to manage, operate, and control the LLC and to do all things necessary or appropriate to carry on the business and purposes of the LLC, but only to the extent necessary to cause the LLC and the Hospital to comply with all applicable laws, regulations, accreditation standards and conditions of participation. All other operational, financial and managerial control of the LLC and the Hospital is vested in the Member as set forth in Section 4.11. The Board of Managers shall be responsible for the attainment and maintenance of accreditation by the identified accreditation or certifying organization, i.e. the Joint Commission and CARF (the Commission on Accreditation of Rehabilitation Facilities), and compliance with the conditions of participation for applicable reimbursement programs and shall direct the Hospital administration to take all necessary steps to achieve and maintain that accreditation and compliance.

Section 4.2 Appointment of Managers. The Board of Managers shall consist of at least three (3) and up to five (5) individual persons (each such individual referred to herein as a "Manager"). Two (2) of the Managers shall serve on an "ex officio" basis for so long as they hold the following offices: (i) the Chief Operating Officer of the Member; and (ii) the Vice President of Clinical Services of the Member; these two (2) ex officio Managers, in their discretion, may appoint an additional one (1) to three (3) Managers, including the Hospital Chief Executive Officer (it is expected but not required that one (1) of such additional Managers may be the Medical Director of the Hospital). Each Manager shall have one (1) vote on all matters considered by the Board of Managers and shall undergo a reasonable orientation during his or her first month as a Manager, including orientation with respect to at least the following: (i) this Agreement; (ii) the Hospital's Medical Staff Policies/Bylaws; (iii) a listing of all committee chairpersons and members; (iv) the Hospital's quality assurance plan; (v) the Hospital's organizational chart; (vi) the Hospital's Medical Staff roster; (vi) the Member's Corporate Compliance Plan; (vii) the Hospital's mission and vision; (viii) the Hospital's safety and quality goals; (ix) the Hospital's organizational structure and decision making process; (x) budget development and interpretation of financial statements; (xi) the Hospital's scope of services; (xii) leadership responsibilities; and (xiii) applicable law and regulations. Each ex officio Manager shall serve until he or she ceases to hold the office which qualifies him or her as an ex officio Manager or his or her earlier death, resignation or removal. Managers appointed by the ex officio Managers shall serve for three-year terms, unless they earlier die or resign or are removed by the majority vote of the ex officio Managers or the Member.

Section 4.3 Vacancies. The ex officio Managers in their discretion may fill any vacant non-ex officio Manager position.

Section 4.4 Meetings of Managers. The Board of Managers shall meet regularly, at least quarterly, and additional meetings may be called by any Manager. Times and places for meetings of the Board of Managers shall be determined by the Managers. At least twenty-four (24) hours' prior notice of a meeting shall be given to each Manager by letter, personal verbal notification, confirmed e-mail or confirmed facsimile. Notice of a meeting of the Board of Managers shall specify the place, date and time as well as the business to be transacted thereat. Such notice to a Manager may be waived by such Manager and shall be deemed waived by a Manager's presence at the meeting. A majority of the Managers present at a meeting at which a quorum is present may authorize the transaction of business not specified in the notice of the meeting. When a meeting is adjourned to another time or place, notice shall be given of the adjourned meeting to all Managers not present at the time of the adjournment. At the adjourned meeting any business may be transacted that might have been transacted at the meeting as originally called. Managers may participate in a meeting of the Board of Managers by means of conference telephone, video conferencing or similar communications equipment by means of which all Managers participating in the meeting can hear and communicate with one another and such participation in a meeting shall constitute presence in person at such meeting. The ex officio Manager holding office by virtue of his or her position as Chief Operating Officer of the Member shall act as Chairperson of the Board of Managers and shall determine in his or her discretion how each meeting shall be conducted.

Section 4.5 Quorum. A majority of the Managers shall constitute a quorum. Once a Manager is present for any purpose at the opening of any meeting, such Manager is deemed present for quorum purposes for the remainder of the meeting and any adjournment thereof. In the absence of a quorum at the opening of any meeting of the Board of Managers, such meeting may be adjourned from time to time by a vote of the Managers present.

Section 4.6 Voting of Managers. Subject to the rights of the Member set forth in Section 4.11, and except as otherwise specifically provided herein, any action required or permitted to be taken by the Managers shall be taken by affirmative vote of a majority of the Managers present at a meeting of the Board of Managers at which a quorum is present. A written record or minutes of all meetings and actions of the Board of Managers shall be made by a designee of the Board of Managers and copies of such record or minutes shall be provided to all Managers and shall be reviewed by the Board of Managers.

Section 4.7 Action Without Meeting. Any action which the Managers could take at a meeting may be taken without a meeting if one or more written consents, setting forth the action taken, shall be signed, before or after such action, by at least a majority of the Managers entitled to vote on such matter. The consent shall be delivered to the LLC for inclusion in the minutes or filing with the LLC's records.

Section 4.8 Committees. The Board of Managers may create one or more advisory committees, on either a standing or special purpose basis, and appoint such persons to serve on them as it deems desirable. The provisions of this Agreement that govern meetings, action without meetings, notice and waiver of notice, and quorum and voting requirements of the Board of Managers shall apply to committees and their members as well. To the extent specified by the Board of Managers, each committee shall provide advice to the Board of Managers, but shall have power to act only to the extent specifically conferred by the Board of Managers. Such

committees may include a Medical Advisory Committee, a Clinical Credentialing Committee and such other committees which may participate in resolving patient complaints and such other functions advisory to the Board of Managers as it may determine. Additionally, the Board of Managers may delegate to the Hospital Chief Executive Officer responsibility for review and approval of facility specific policies and procedures.

Section 4.9 Appointment of Officers. The LLC may have officers. The officers of the LLC, if appointed, shall be appointed by the Member and shall have such titles and authority as determined by the Member. Additionally, Hospital officers may be appointed and may include a Chairperson, a Chief Executive Officer/Hospital Administrator who shall be responsible for the administration of the Hospital as set forth in Section 4.14, a Chief Operating Officer, a Medical Director, a Secretary and/or such other officers as shall be deemed appropriate; the Board of Managers may appoint such officers for the Hospital (but not the LLC) as it deems appropriate. The officers of the LLC, if appointed, shall have the authority to perform the duties customary to their offices or as from time to time may be prescribed by the Member; the officers of the Hospital, if appointed, shall have the authority as prescribed from time to time by the Board of Managers. Any two (2) or more offices may be held by the same individual, but no officer may act in more than one (1) capacity where action of two (2) or more officers is required. The officers of the LLC shall be appointed for two (2) year terms by the Member and shall serve in such capacities until the expiration of their terms, their removal (with or without cause) by the Member, resignation or death. The officers of the Hospital shall be appointed for two (2) year terms by the Board of Managers and shall serve in such capacities until the expiration of their terms, their removal (with or without cause) by the Board of Managers, resignation or death. Vacancies among the Hospital officers may be filled and new Hospital offices may be created and filled by the Board of Managers. Vacancies among the LLC officers may be filled and new LLC offices may be created and filled by the Member.

Section 4.10 Standards of Performance. The Managers shall not be required to devote all of their business time to the business of the LLC, but shall devote such time as the Managers, in their sole discretion, deem necessary for the discharge of their respective obligations and duties hereunder. In performing their responsibilities hereunder, the Managers shall exercise such skill and care as a reasonably prudent person would exercise. The obligation of the Managers to act hereunder shall be limited to such acts as may be reasonably taken with the funds available to the LLC, and the Managers shall not be obligated to expend their own funds in connection with the operation of the LLC hereunder.

Each Manager shall have continuing responsibility to receive the training necessary to perform his or her assigned tasks as well as to develop his or her skills for the future advancement of the Hospital. Detailed records of such training will be kept by the Hospital Chief Executive Officer or his or her designee showing the program content. These records will be kept current. Each Manager and the Chairperson of the Board of Managers (or his or her designee) share in the responsibility to keep these records current by submitting records of attendance. The Board of Managers shall conduct an annual performance appraisal of its activities.

Section 4.11 Actions Requiring Member Consent. All rights and powers not specifically delegated to the Board of Managers in this Article IV shall be reserved to the

Member. Without limiting the generality of the foregoing, the Member shall have the exclusive right to:

(a) Manage the business and affairs of the LLC and the Hospital, other than with respect to actions which are mandated by any law, regulation or accreditation standard applicable to the Hospital (the Board of Managers having the right to cause the LLC and the Hospital to take such actions in such cases);

(b) Cause any amendment to be made to the Certificate or this Agreement, unless otherwise mandated by any law, regulation or accreditation standard applicable to the Hospital (the Board of Managers having the right to cause the LLC to take such actions in such cases);

(c) Authorize the merger, consolidation or similar combination of the LLC with any other entity, or authorize the sale of all or substantially all the assets of the LLC;

(d) Authorize the LLC to participate in an exchange of interests or other type of business combination with any other entity;

(e) Approve any additional capital contributions, unless otherwise mandated by any law, regulation or accreditation standard applicable to the Hospital (the Board of Managers having the right to cause the LLC to take such actions in such cases);

(f) Approve the LLC's annual capital budget and operating budget, unless otherwise mandated by any law, regulation or accreditation standard applicable to the Hospital (the Board of Managers having the right to cause the LLC to take such actions in such cases);

(g) Approve a Transfer of membership interests in the LLC;

(h) Approve admission of any new members and any related issuance of membership interests in the LLC;

(i) Except as provided in Section 5.1(b), effect the voluntary or involuntary dissolution, liquidation or winding-up of the LLC, unless otherwise mandated by any law, regulation or accreditation standard applicable to the Hospital (the Board of Managers having the right to cause the LLC to take such actions in such cases);

(j) File a voluntary bankruptcy by the LLC;

(k) Incur long-term indebtedness, unless otherwise mandated by any law, regulation or accreditation standard applicable to the Hospital (the Board of Managers having the right to cause the LLC to take such actions in such cases);

(1) Enter into contracts with a term greater than two (2) years, unless otherwise mandated by any law, regulation or accreditation standard applicable to the

Hospital (the Board of Managers having the right to cause the LLC to take such actions in such cases);

(m) Approve any non-budgeted expenditure in excess of One Hundred Thousand Dollars ($100,000), unless otherwise mandated by any law, regulation or accreditation standard applicable to the Hospital (the Board of Managers having the right to cause the LLC to take such actions in such cases); and

(n) Approve an independent auditor for the LLC.

Section 4.12 Binding the LLC. Any action (if authorized and approved in accordance with the terms hereof) taken by a Manager as a Manager of the LLC shall bind the LLC and shall be deemed to be the action of the LLC; additionally, any action reserved to the Member hereby taken by the Member as the LLC's Member shall bind the LLC and shall be deemed to be the action of the LLC. The signature of a Manager or the Member on any agreement, contract, instrument or other document shall be sufficient to bind the LLC in respect thereof and conclusively evidence the authority of such Manager and the LLC with respect thereto, and no third party need look to any other evidence or require joinder or consent of any other party.

Section 4.13 Compensation of Managers. No payment shall be made by the LLC to any Person for such Person's services as a Manager; however, Managers shall be reimbursed by the LLC for their documented actual out-of-pocket expenses incurred in acting as Managers.

Section 4.14 Administration of the Hospital.

(a) The Chief Executive Officer/Hospital Administrator. The Board of Managers shall select and appoint a Chief Executive Officer/Hospital Administrator who shall be responsible for the management of the Hospital. The Chief Executive Officer/Hospital Administrator shall be given the necessary authority and responsibility to operate the Hospital, subject to such policies as may be issued by the Board of Managers. The Chief Executive Officer/Hospital Administrator shall act as the duly authorized representative of the Board of Managers in all matters in which it has not formally designated some other person to so act.

(i) The Chief Executive Officer/Hospital Administrator will have the following minimum educational and experiential qualifications:

(A) A baccalaureate degree in health care, hospital, business or an appropriately related discipline (to include a Juris Doctorate); or

(B) A minimum of three years experience in a responsible administrative position in the health care field.

(ii) The authority and responsibility of the Chief Executive Officer/Hospital Administrator shall include:

(A) Implementation, in the day-to-day operation of the Hospital, of all policies established by the Board of Managers, and advising the Board of Managers on the formulation of future policy.

(B) Organizing the administrative functions of the Hospital, delegating duties and establishing formal means of accountability on the part of subordinates through written reports and periodic meetings with department heads and through attendance, in person or through a duly authorized representative, at departmental and inter-departmental meetings, and developing and submitting for approval of the Board of Managers a plan of organization for the conduct of Hospital operations and for evaluation of the provision of and performance and quality in patient care, treatment and services and for fiscal accountability.

(C) Preparing for review each year an annual budget showing expected revenues and expenditures in conformity with fiscal programs and policies laid down by the Board of Managers, as well as a plan for long-term capital expenditures.

(D) Selecting, employing, controlling, promoting, disciplining, and discharging employees of the Hospital; recommending to the Board of Managers, for approval prior to implementation, wage and salary scales, in-grade pay raises and specific employee fringe benefits; developing and maintaining written personnel polices and practices relating to the above designed to provide optimal support for safe and good patient care and a professional workplace free of disruptive and inappropriate behavior and making such policies and practices available; orienting all new employees with respect to such polices and practices; reviewing such polices and practices at least annually; and establishing procedures for notifying employees of changes therein.

(E) Providing procedures for the maintenance of accurate, current, and complete personnel records, including adequate information as to prior training, experience, licensing, current and periodic work performance evaluations, pre-employment and annual health care screening as required, and delegating to a personnel officer responsibility for implementation of personnel policies and practices and maintenance of personnel records.

(F) Fostering the educational functions of the Hospital, preferably in cooperation with other health care facilities and educational institutions, through programs for the continuing education of the Medical Staff and orientation and in-service training programs designed to assist Hospital personnel in maintaining their skills and learning of new developments in the health care field.

(G) Reviewing and taking appropriate corrective action upon reports and recommendations of regulatory and inspecting agencies to assure that the Hospital is in conformity with their requirements.

(H) Formulating and submitting to the Board of Managers for approval: a written plan for the effective utilization of the physical and financial resources of the Hospital through a system of internal controls which shall segregate functional responsibilities; a system of authorization and record procedures for the accounting control of assets, revenues, expenses and liabilities; practices to be followed by each organizational department in performing its duties and functions; a plan for the employment of qualified personnel to discharge such responsibilities; written policies and procedures for the handling of cash, extension of credit, control and collection of accounts receivable; a written schedule of rates and charges for all Hospital services which shall be maintained, and revised, on a current basis and shall be available to all employees using the same, as well as to patients and admitters; and a grievance policy.

(I) Formulating for the approval of the Board of Managers written policies governing the control of purchasing procedures and control of inventories to the end that the prices paid for products and services be as economical as possible consistent with quality and use.

(J) Maintaining the physical properties of the Hospital in sound, safe and sanitary condition and in good repair and operating condition.

(K) Formulating (as requested) for approval of the Board of Managers an insurance program for the protection of the physical and financial resources of the Hospital, including coverage for damage or destruction of Hospital property, theft or mysterious disappearance, uncontrollable business interruption for key employee salaries, financial loss resulting from liability imposed by law for actions of Hospital personnel, as well as those serving on a voluntary basis, and covering, to the extent available, financial loss arising out of Hospital malpractice or error in rendering or failing to render medical, surgical, dental, or nursing treatment and the like, including the dispensing of food and medications by individuals for whose acts the Hospital may be legally responsible.

(L) Supervising the business affairs of the Hospital to insure that funds are collected and expended to the best possible advantage.

(M) Working continually with other health care professionals to the end that safe and high-quality care may be rendered to patients of the Hospital at all times.

(N) Presenting to the Member, the Board of Managers or its authorized committees periodic reports evaluating, on a comparative basis or otherwise, the professional services and financial activities of the Hospital and such special reports as may be required by the Board of Managers or the Member, including an annual report on sentinel events, system or process failures and responses.

(O) Attending all meetings of the Board of Managers and service on committees thereof.

(P) Serving as the liaison and channel of communications between the Board of Managers and any of its committees and the Medical Staff, and assisting the Medical Staff with its organization and medico-administrative problems and responsibilities.

(Q) Preparing plans for the achievement of the Hospital's specific objectives and periodically reviewing and evaluating those plans.

(R) Representing the Hospital in its relationships with other health care agencies and with the community.

(S) Designating, in writing, other Hospital personnel who are, in order of succession, authorized to act for the Chief Executive Officer/Hospital Administrator in the event of his or her absence or inability to act due to illness or otherwise only after written approval from the Board of Managers.

(T) Performing such other duties as may be necessary in the best interests of the Hospital and to carry out the duties heretofore set forth, as well as other duties, which may be specifically delegated to him or her by the Board of Managers.

(U) Appointing, as he or she deems necessary and appropriate, one or more deputies who shall be under the control of and report to the Chief Executive Officer/Hospital Administrator. Notwithstanding such appointment(s), the administration of the Hospital, including but not limited to control and surveillance over all administrative activities, shall be the responsibility of the Chief Executive Officer/Hospital Administrator only after written approval from the Board of Managers.

(b) Medical Staff.

(i) Organization. The Board of Managers shall direct all physicians and other appropriate persons granted clinical practice privileges in the Hospital to organize into a totally integrated medical staff (the "Medical Staff") under Medical Staff Bylaws approved by the Board of Managers as hereinafter provided.

(ii) Medical Staff Bylaws. The Medical Staff shall propose and adopt by vote bylaws, rules, and regulations for its self-governance, which shall be effective only when approved by the Board of Managers. The Medical Staff shall report directly to the Board of Managers. The Medical Staff Bylaws shall create an effective administrative unit for the organization and governance of the Medical Staff to regulate it in discharging its functions and responsibilities as assigned to it by the Board of Managers. The Medical Staff Bylaws shall, among other things, provide:

(I) A mechanism for review of decisions of the Medical Staff relating to its recommendations to the Board of Managers concerning Medical Staff appointments and reappointments and the granting, curtailment, suspension, or revocation of clinical privileges, so that the applicant will be afforded the right to be heard at each step of the process when requested by the applicant.

(II) A provision that no applicant shall be denied Medical Staff membership and/or clinical privileges on the basis of religion, sex, race, creed, color or national origin.

(III) That whenever the Board of Managers does not concur in a Medical Staff recommendation relative to clinical privileges, there may be, at the Board of Managers' discretion, provision for review of the recommendation by a joint committee of the Medical Staff and the Board of Managers before a final decision is reached by the Board of Managers.

(IV) Physicians and dentists employed by the LLC in a purely administrative capacity with no clinical duties shall be subject to the regular personnel policies of the LLC and their contracts or other terms of employment, but need not be members of the Medical Staff. Physicians and dentists employed by the LLC, either on a full-time or part-time basis, whose duties are medico-administrative and include clinical responsibilities or functions involving their professional capability as physicians or dentists must be members of the Medical Staff and achieve such status by the same procedures as other Medical Staff members. Any Hospital-based physician or dentist, whether employed by the LLC as an employee or working under contract, whose engagement by the LLC requires membership on the Hospital's Medical Staff shall not have his or her Medical Staff privileges terminated or curtailed without the same due process provision which is provided in the Medical Staff Bylaws for other Medical Staff members, unless the contract of employment otherwise provides.

(V) A procedure for the granting of privileges to Allied Health Professionals, as defined by the Medical Staff Bylaws, who shall not be considered members of the Medical Staff.

(VI) A policy with respect to conflicts of interest.

(iii) Medical Staff Membership and Privileges.

(I) Applications. All applications for appointment to the Medical Staff, or for a change in privileges, shall be in writing and addressed to the Chief Executive Officer/Hospital Administrator and shall contain, at a minimum, an agreement by the applicant to abide by this Agreement and the Medical Staff Bylaws, rules, and regulations. The applications shall contain full information concerning the applicant's education, licensure, practice, previous hospital experience, all other information deemed pertinent and any unfavorable history with regard to licensure, practice of applicant's profession and hospital privileges. This information shall be verified pursuant to the Medical Staff Bylaws, rules and regulations (by the Medical Staff or a credentials committee of the Medical Staff, if appointed).

(II) Medical Staff Recommendations. Subject to the final action of the Board of Managers as provided below and pursuant to procedures specified in the Medical Staff Bylaws, the Medical Staff shall transmit written reports to the Board of Managers concerning appointments, reappointments, modifications in staff status,

curtailments or increases in clinical privileges and corrective action. The written reports and recommendations shall be supported and accompanied by reliable documents upon which the Board of Managers may take informed action.

(III) Action by the Board of Managers. The Board of Managers shall consider the recommendations of the Medical Staff so presented and appoint to the Medical Staff, in numbers and categories not exceeding the Hospital's needs, physicians and others who meet the qualifications for membership as set forth in the Medical Staff Bylaws, and shall assign to them appropriate staff status as well as clinical privileges commensurate with their qualifications, experience, and present capabilities. The final decision of the Board of Managers shall be rendered within a fixed period of time as prescribed in the Medical Staff Bylaws, and the Board of Managers shall inform the applicant, through the mechanisms of the Medical Staff Bylaws, of the disposition of his or her application for Medical Staff membership and/or clinical privileges within a reasonable period of time after submission of the application.

(IV) Reappointment Procedure. All appointments to the Medical Staff shall be for a maximum of two (2) years, but shall be renewable by the Board of Managers pursuant to formal reapplication. The Medical Staff Bylaws shall prescribe a procedure for continuing peer-review of the current qualifications and capabilities of all Medical Staff members. Whenever an appointment is not to be renewed, or when privileges have been, or are proposed to be, reduced, altered, suspended or terminated, the Medical Staff member adversely affected shall, under procedures prescribed by the Medical Staff Bylaws, be afforded the opportunity for a fair hearing at every stage of the procedure before appropriate committees of the Medical Staff charged with conducting such hearing, so as to insure due process to the Medical Staff member and to afford a full opportunity for the presentation of all pertinent information in front of a hearing committee, whose members include only those individuals who are not in direct economic competition with the affected Medical Staff member. Such proceedings shall be non-adversarial in nature, but shall entitle both the Medical Staff member and the Hospital to legal representation. The recommendations of such committees shall be submitted in writing, and be supported and accompanied by reliable documentation upon which the Board of Managers may take informed action. Prior to taking final action, the Board of Managers shall give due consideration to the recommendations of the Medical Staff and the documentation upon which they are based.

(V) Temporary Appointments and Suspensions. Pending meetings of the Board of Managers, the Chief Executive Officer/Hospital Administrator and such persons as designated by the Medical Staff Bylaws shall have temporary authority to act on behalf of the Board of Managers in connection with any temporary emergency or the granting of limited privileges to physicians and other medical professionals; or temporary restrictions upon and temporary suspensions of members of the Medical Staff, when necessary or appropriate for the well being of the Hospital, its patients or its staff.

(c) Quality of Professional Services.

(i) Board of Managers' Responsibility. After considering the recommendations of the Medical Staff and other professional staffs, the Board of Managers shall conduct a review and evaluation of activities on a continuing basis to assess, preserve, and improve the over-all quality and efficiency of patient care in the Hospital. The Board of Managers shall within the reasonable capabilities of the Hospital provide whatever administrative assistance is reasonably necessary to support and facilitate the implementation and the on-going operation of these review and evaluation activities, including utilization review and review of the quality of patient care.

(ii) Accountability of the Medical Staff and Other Professional Staffs. The Board of Managers looks to the Medical Staff and other professional staff for activities contributory to the preservation and improvement of the quality and efficiency of patient care provided by the Hospital, including the establishment and pursuit of the following policies, practices, and procedures:

(I) That all Medical Staff members shall observe the ethical principles of their profession.

(II) That, except in emergencies or grant of special privilege, only members of the Medical Staff shall admit patients to the Hospital.

(III) That only a member of the Medical Staff with clinical privileges should be directly responsible for the patient's diagnosis and treatment within the area of his or her privileges.

(IV) That each patient's medical condition should be the responsibility of a physician member of the Medical Staff, and that other direct medical care to the patient be provided only by a member of the Medical Staff or by other specified professional personnel, or by allied health personnel or paramedics acting under the supervision of a licensed physician member of the Medical Staff with clinical privileges.

(V) That the delineation of clinical privileges for members of the Medical Staff be commensurate with individual credentials and demonstrated ability, and that the assignments of patient care responsibilities to other professional staff persons be consistent with their individual professional qualifications and demonstrated ability.

(VI) That the Medical Staff should conduct an on-going review and appraisal of the quality of professional care rendered in the Hospital and periodically report such activities, and their results, to the Board of Managers.

(VII) That the Medical Staff conduct a continuous program of peer-review as to the qualifications and current capabilities of all Medical Staff members and make recommendations to the Board of Managers thereon including such specific matters relating to the quality and efficiency of patient care as may be referred to it by the Board of Managers.

(VIII) That continuous review of patient care practices is made through defined functions of the Medical Staff with the concurrence of the Hospital administration.

(IX) That at least one physician on the Hospital's Medical Staff shall be on-call 24 hours per day.

(iii) Documentation. The Board of Managers shall receive, consider, and where necessary, act upon documentation of the review and evaluation activities above described and the recommendations arising therefrom and shall give such review and evaluation activities due consideration.

(d) Hospital Rules and Regulations. The Board of Managers shall adopt such rules and regulations as are necessary for the efficient operation of the Hospital. Those rules and regulations shall be complied with by the Medical Staff of the Hospital.

(e) Policy on Discrimination. The Hospital shall be operated, in all respects, on a completely non-discriminatory basis, without regard to race, creed, color, religion, sex, or national origin. This policy shall relate to the admission and treatment of patients and use of the facilities of the Hospital by employees, the public and patients. Accommodation assignments of patients shall be made without regard to race, creed, sex, religion, color or national origin, and the Hospital shall not discriminate as to hiring, firing, compensation terms or conditions based on race, creed, color, religion, sex or national origin. The Hospital shall not knowingly conduct business with any referral agency which makes referrals on the basis of race, creed, color, religion, sex or national origin.

(f) Review of Documents. The Board of Managers shall review this Agreement and its policies annually, for the purpose of determining whether to recommend to the Member the amendment of any provisions which in the opinion of the Board of Managers require such alteration, clarification, repeal or replacement for the purposes of concurrence with law, conformity to the applicable accrediting organization, i.e., Joint Commission or CARF requirements, the needs of quality patient care and the changing needs of the community. All such amendments and revisions shall be reviewed and approved by the Board of Managers and the Member, and shall be dated to indicate the time of the last review.

(g) Conflict of Interest. It shall be the policy of the Board of Managers that, for the purpose of voting on a matter before the Board of Managers, any Manager who has or who within the preceding twelve (12) months has had a financial interest in a matter before the Board of Managers, including an interest as owner, shareholder, officer, board member, employee, Medical Staff, fiduciary relationship, creditor, consultant, person under contract, or the spouse, parent, child or dependent of the aforementioned, shall disclose this relationship prior to the Board of Managers vote on the matter.

Section 4.15 Indemnification. Except as limited by the Act and subject to the provisions of this Section 4.15, each person and entity shall be entitled to be indemnified and held harmless on an as incurred basis by the LLC (but only after first making a claim for indemnification available from any other source and only to the extent indemnification is not provided by that source) to the fullest extent permitted under the Act (including indemnification for negligence, gross negligence and breach of fiduciary duty to the extent so authorized) as amended from time to time (but, in the case of any such amendment, only to the extent that such amendment permits the LLC to provide broader indemnification rights than such law permitted the LLC to provide prior to such amendment) against all losses, liabilities and expenses, including attorneys' fees and expenses, arising from claims, actions and proceedings in which such person or entity may be involved, as a party or otherwise, by reason of his, her or its being or having been a Member, Manager, or officer of the LLC, or by reason of his, her or its serving at the request of the LLC as a director, officer, manager, member, partner, employee or agent of another limited liability company or of a corporation, partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan whether or not such person or entity continues to be such at the time any such loss, liability or expense is paid or incurred. The rights of indemnification provided in this Section 4.15 will be in addition to any rights to which such person may otherwise be entitled by contract or as a matter of law and shall extend to his, her or its successors and assigns. In particular, and without limitation of the foregoing, such person or entity shall be entitled to indemnification by the LLC against expenses (as incurred), including attorneys' fees and expenses, incurred by such person or entity upon the delivery by such person or entity to the LLC of a written undertaking (reasonably acceptable to the Member) to repay the LLC if it is found that indemnification hereunder is not authorized. The LLC may, to the extent authorized from time to time by the Member, grant rights to indemnification and to advancement of expenses to any employee or agent of the LLC to the fullest extent of the provisions of this Section 4.15 with respect to the indemnification and advancement of expenses of the Member, Managers, and officers of the LLC.

Section 4.16 Transfer of LLC Interest.

(a) The Member shall have the sole and absolute discretion to sell, assign, transfer or otherwise dispose of, whether voluntarily or involuntarily or by operation of law (a "Transfer"), all or any portion of its membership interest in the LLC. The Member shall have sole and absolute discretion to pledge or otherwise encumber all or any portion of its membership interest in the LLC.

(b) If the Member transfers all of its membership interest in the LLC, this Agreement (including the Schedule hereto) shall be amended by the Board of Managers to reflect the Transfer of the membership interest in the LLC to the transferee and to reflect the elimination of the Member and (if and to the extent then required by the Act) a certificate of amendment to the Certificate reflecting such admission and elimination shall be filed in accordance with the Act.

(c) If and to the extent the Member transfers only a portion of its membership interest in the LLC, the new or substitute member shall sign an amended version of this Agreement approved by the Member and containing provisions appropriate for a Delaware limited liability company with more than one member and (if and to the

extent then required by the Act) a certificate of amendment to the Certificate reflecting such admission shall be filed in accordance with the Act.

(d) The effectiveness of the Transfer of a membership interest in the LLC and the admission of any new or substitute member pursuant to this Section 4.16 shall be deemed effective immediately prior to the Transfer of a membership interest in the LLC to such new or substitute member or if later on the first date that the Board of Managers receives evidence of such Transfer, including the terms thereof. If the transferring Member has transferred all or any of its membership interest in the LLC pursuant to this Section 4.16, then, immediately following such transfer or if later on the first date that the Manager receives evidence of such Transfer, including the terms thereof, the transferring Member shall cease to be a Member with respect to such membership interest.

(e) Any person or entity who acquires in any manner whatsoever any membership interest in the LLC, irrespective of whether such person or entity has accepted and adopted in writing the terms and provisions of this Agreement or an amended version of this Agreement, shall be deemed by the acceptance of the benefits of the acquisition thereof to have (i) made all of the capital contributions made by, (ii) received all of the distributions received by, and (iii) agreed to be subject to and bound by all the terms and conditions of this Agreement or an amended version of this Agreement that, any predecessor in such membership interest in the LLC made, received and was subject to or bound by.

Section 4.17 Member Rights; Meetings.

(a) The Member shall have the rights, powers and duties, including the right to approve or vote on any matter, as required by the Act, other applicable law or Section 4.11 herein.

(b) The affirmative vote of the Member shall be required to approve any proposed action requiring the approval of the Member.

(c) Meetings of the Member for the transaction of such business as may properly come before such Member shall be held at such place, on such date and at such time as the Member shall determine. Special meetings of the Member for any proper purpose or purposes may be called at any time by the Board of Managers or the Member. The LLC shall deliver oral or written notice (written notice may be delivered by mail) stating the date, time, place and purposes of any meeting to the Member. At least 24 hours' notice shall be given of any such meeting, unless other notice is required by the Act.

(d) Any action required or permitted to be taken at an annual or special meeting of the Member may be taken without a meeting, without prior notice, and without a vote, provided that a written consent setting forth all proposed actions to be taken at such meeting is signed by the Member. Every written consent shall bear the date and signature of the Member.

Section 4.18 Additional Members. The Member shall have the sole right to admit additional members upon such terms and conditions, at such time or times as the Member shall in its sole discretion determine. Upon admission, the additional members shall sign an amended version of this Agreement approved by the Member and containing provisions appropriate for a Delaware limited liability company with more than one member.

Section 4.19 Outside Businesses. The Member may engage in or possess an interest in other business ventures of any nature or description, independently or with others, similar or dissimilar to the business of the LLC, and the LLC shall have no rights by virtue of this Agreement in and to such independent ventures or the income or gains derived therefrom, and the pursuit of any such venture, even if competitive with the business of the LLC, shall not be deemed wrongful or improper. The Member shall not be obligated to present any particular investment opportunity to the LLC even if such opportunity is of a character that, if presented to the LLC, could be taken by the LLC, and the Member shall have the right to take for its own account (individually or as a partner or fiduciary) or to recommend to others any such particular investment opportunity.

ARTICLE V

DURATION

Section 5.1 Duration. Subject to the provisions of Section 5.2 of this Agreement, the LLC shall be dissolved and its affairs wound up and terminated upon the first to occur of the following:

(a) The written consent of the Member; or

(b) The entry of a decree of judicial dissolution under Section 18-802 of the Act.

Except as otherwise set forth in this Article V, the Member intends for the LLC to have perpetual existence.

Section 5.2 Continuation of the LLC. The occurrence of an Event of Withdrawal shall not dissolve the LLC if within ninety (90) days after the occurrence of such Event of Withdrawal the business of the LLC is continued by the agreement of the successor to the Member.

Section 5.3 Winding Up. Upon dissolution of the LLC, the LLC shall be liquidated in an orderly manner. The Member shall be the liquidator pursuant to this Agreement and shall proceed diligently to wind up the affairs of the LLC and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as an LLC expense. The steps to be accomplished by the liquidator are as follows:

(a) First, the liquidator shall satisfy all of the LLC's debts and liabilities to creditors other than the Member (whether by payment or the reasonable provision for payment thereof);

(b) Second, the liquidator shall satisfy all of the LLC's debts and liabilities to the Member (whether by payment or the reasonable provision for payment thereof); and

(c) Third, all remaining assets shall be distributed to the Member.

Section 5.4 Termination. The LLC shall terminate when all of the assets of the LLC, after payment of or due provision for all debts, liabilities and obligations of the LLC, shall have been distributed to the Member in the manner provided for in this Article V, and the Certificate shall have been canceled in the manner required by the Act.

ARTICLE VI

VALUATION

Section 6.1 Valuation. For purposes of this Agreement, the value of any property contributed by or distributed to the Member shall be valued as determined by the Member.

ARTICLE VII

BOOKS OF ACCOUNT; MEETINGS

Section 7.1 Books. The Board of Managers will maintain, on behalf of the LLC, complete and accurate books of account of the LLC's affairs, which books will be open to inspection by any Member (or its authorized representative) at any time during ordinary business hours and shall be maintained in accordance with the Act.

Section 7.2 Fiscal Year. The fiscal year of the LLC shall end on December 31 of each year or such other year end as the Member may determine in its sole discretion.

Section 7.3 Accounting and Reports. The books of account shall be closed promptly after the end of each fiscal year. Promptly thereafter, the LLC shall make such written reports to the Member as it determines, which may include a balance sheet of the LLC as of the end of such year, a statement of income and expenses for such year, a statement of the Member's capital account as of the end of such year, and such other statements with respect to the status of the LLC and distribution of the profits and losses therefrom as are considered necessary by the Member to advise the Member properly about its investment in the LLC for federal and state income tax reporting purposes.

ARTICLE VIII

MISCELLANEOUS

Section 8.1 Amendments. This Agreement may be amended or modified and any provision hereof may be waived only by the Member; without limiting the foregoing, the Member shall consider and act to either approve or reject any proposed amendment to this Agreement made by the Board of Managers pursuant to Section 4.14(f).

Section 8.2 Successors. Except as otherwise provided herein, this Agreement will inure to the benefit of and be binding upon the Member and its successors and assigns.

Section 8.3 Governing Law; Severability. This Agreement will be construed in accordance with the laws of the State of Delaware and, to the maximum extent possible, in such manner as to comply with an the terms and conditions of the Act. If it is determined by a court of competent jurisdiction that any provision of this Agreement is invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

Section 8.4 Notices. All notices, demands and other communications to be given and delivered under or by reason of provisions under this Agreement shall be in writing and shall be deemed to have been given when personally delivered, mailed by first class mail (postage prepaid and return receipt requested), sent by telecopy or sent by reputable overnight courier service (charges prepaid) to the addresses or telecopy numbers set forth in Schedule I hereto or to such other addresses or telecopy numbers as have been supplied in writing to the LLC.

Section 8.5 Complete Agreement; Headings, Counterparts. This Agreement terminates and supersedes all other agreements concerning the subject matter hereof previously entered into among any of the parties. Descriptive headings are for convenience only and will not control or affect the meaning or construction of any provision of this Agreement. Wherever from the context it appears appropriate, each term stated in either the singular or the plural shall include the singular and the plural, and pronouns stated in either the masculine, feminine or the neuter gender shall include the masculine, the feminine and the neuter. This Agreement may be executed in any number of counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts together will constitute one agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Limited Liability Company Agreement to be signed as of the date first above written.

ACADIA HEALTHCARE COMPANY, LLC

/s/ Trey Carter
Trey Carter
President and Chief Executive Officer

LAKEVIEW BEHAVIORAL HEALTH SYSTEM LLC

/s/ [Illegible Signature]

CEO
A Manager

[Signature page to Lakeview Behavioral Health System LLC Operating Agreement]

SCHEDULE I

MEMBER(S)	CAPITAL CONTRIBUTION	PERCENTAGE INTEREST
Acadia Healthcare Company, LLC 2849 Paces Ferry Road Suite 750 Atlanta, Georgia 30339 Telephone: 678-324-5002 Telecopy: 770-772-9192 Attention: Chief Executive Officer	$ 100	100%

Exhibit 3.43

FILED - Arkansas Secretary of State #100121982 05/11/1995 00:00

CERTIFIED COPY

ARTICLES OF INCORPORATION

OF

Med Properties, Inc.

FILED
CORPORATIONS DIVISION
NO. 121982
95 MAY 11 PM 3:01
ILLEGIBLE

The undersigned person hereby states the following in order to form a corporation pursuant to the Arkansas Business Corporation Act Number 958 of 1987:

1. The name of this corporation is Med Properties, Inc.

2. The corporation is authorized to issue 100,000 shares of common, voting stock and each share shall have a par value of $1.00.

3. The initial registered office of this corporation shall be located at 34 Heritage Park Circle, North Little Rock, Arkansas and the name of the registered agent of this corporation at that address is Mack D. Harbour.

4. The name and address of each incorporator is as follows:

Name	Post Office Address
Mack D. Harbour	34 Heritage Park Circle North Little Rock, AR 72116

5. The nature of the business of the corporation and the object or purposes proposed to be transacted, promoted or carried on by it are as follows:

(a) The primary purpose of the corporation shall be to buy, sell, own, lease, rent, and/or develop real estate properties for child health management services clinics; for early intervention and prevention programs for eligible recipients; for child care centers and other pediatric day health care programs to advance the best possible care for the targeted recipients.

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(b.) To conduct any other business enterprise not contrary to law;

(c) To exercise all of the powers enumerated in Section 4-27-302 of the Arkansas Business Corporation Act.

6. The President and Secretary of the corporation shall have the authority on behalf of the corporation to enter into any contract between the corporation and all of its shareholders (a) imposing restrictions on the future transfer (whether inter vivos, by inheritance or testamentary gift), hypothecation or other disposition of its shares; (b) granting purchase options to the corporation or its shareholders; or (c) requiring the corporation or its shareholders to purchase such shares upon stated contingencies.

7. The number of Directors constituting the initial Board of Directors shall be two (2).

8. All shares of stock issued by the corporation shall be represented by certificates.

9. All shareholders are entitled to cumulate their votes for Directors.

10. The corporation elects to have preemptive rights. EXECUTED this 11th day of May, 1995.

/s/ Mack D. Harbour
Mack D. Harbour

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Arkansas secretary of state - Document No. 9909/90020 – Date Filed: 01-04-1990 03:33 PM - Total Pages: 1

NOTICE OF CHANGE OF REGISTERED OFFICE

OR REGISTERED AGENT, OR BOTH

CERTIFIED COPY

FILED
ILLEGIBLE
No. 121982
96 JAN-4 PM 3:33
ILLEGIBLE

To: Sharon Priest
Secretary of State
Corporation Division
State Capitol
Little Rock, Arkansas 72201-1094

Pursuant to the Corporation Laws of the State of Arkansas, the undersigned corporation submits the following statement for the purpose of changing its registered office or its registered agent, or both in the state of Arkansas. If this statement reflects a change of registered office, this form must be accompanied by notice of such change to any and all applicable corporations.

☐ Foreign
☒ Domestic

1. Name of corporation: Med Properties, Inc.

2. Address of its present registered office: 34 Heritage Park Circle
Street Address

North Little Rock, AR 72116
City, State, Zip

3. Address to which registered office is to be changed:

109 Howard Court, Fairfield Bay, AR 72088-3911
Street Address, City, State, Zip

4. Name of present registered agent: Mack D. Harbour

5. Name of successor registered agent: Mack D. Harbour

I, Mack D. Harbour hereby consent to serve as registered agent for this corporation.

/s/ Mack D. Harbour
Successor Agent
Mack D. Harbour

A letter of consent from successor agent may be substituted in lieu of this signature.

6. The address of its registered office and the address of the business office of its registered agent, as changed, will be identical.

MUST BE FILED IN DUPLICATE

A copy bearing the file marks of the Secretary of State shall be returned.

If this corporation is governed by Act 576 of 1965 such change must be filed with the County Clerk of the County in which its registered office is located, unless the registered office is located in Pulaski County, in which event no filing with the County Clerk is required.

Dated January 4 1996.

/s/ Mack D. Harbour
Name of Authorized Officer
Mack D. Harbour

President & CEO
Title of Authorized Officer

Secretary or Assistant Secretary
Mack D. Harbour

Fee $25.00

D0-3/DN-04/F-06/10-1-88

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FILED - Arkansas Secretary of State #100121982 06/21/1999 00:

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Arkansas Secretary of State

[SEAL] **Sharon Priest** CP 121982 **[ILLEGIBLE]**

State Capitol • Little Rock, Arkansas 72201-1094 • 501.682.3409

NOTICE OF CHANGE OF REGISTERED OFFICE
OR REGISTERED AGENT, OR BOTH

To: Sharon Priest
Secretary of State
Corporations Division
State Capitol
Little Rock, Arkansas 72201-1094

Pursuant to the Corporation Laws of the State of Arkansas, the undersigned corporation submits the following statement for the purpose of changing its registered office or its registered agent, or both in the state of Arkansas. If this statement reflects a change of registered office, this form must be accompanied by notice of such change to any and all applicable corporations.

☐ Foreign ☒ Domestic

1. Name of corporation: MED PROPERTIES, INC.
2. Address of its present registered office: 109 HOWARD COURT
   Street Address
   FAIRFIELD BAY, AR 72088-3911
   City, State, Zip
3. Address to which registered office is to be changed:
   1201 GEE STREET JONESBORO, AR 72401
   Street Address, City, State, Zip
4. Name of present registered agent: MACK HARBOUR
5. Name of successor registered agent: R. D. STEWART

I, R. D. STEWART, hereby consent to serve as registered agent for this corporation.

Successor Agent

A letter of consent from successor agent may be substituted in lieu of this signature.

6. The address of its registered office and the address of the business office of its registered agent, as changed, will be identical.

MUST BE FILED IN DUPLICATE

A copy bearing the file marks of the Secretary of State shall be returned.

If this corporation is governed by Act 576 of 1965 such change must be filed with the County Clerk of the County in which its registered office is located, unless the registered office is located in Pulaski County, in which event no filing with the County Clerk is required.

Dated JUNE 16 1999.

/s/ R. D. Stewart
Signature of Authorized Officer

SECRETARY-TREASURER
Title of Authorized Officer

/s/ R. D. Stewart
Secretary or Assistant Secretary

Fee $25.00 **D0-3/DN-04/F-06/ 1-88**

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Arkansas Secretary of State - Document No.: 6043990002 - Date Filed: 08-09-2006 10:24 AM - Total Pages: 1

Arkansas Secretary of State

[SEAL]

State Capitol • Little Rock, Arkansas 72201 1094

Charlie Daniels **501-682-3409 • www.sosweb.state.ar.us**

CERTIFIED COPY
NOTICE OF CHANGE OF REGISTERED OFFICE
OR REGISTERED AGENT, OR BOTH

MARK ENTITY TYPE

☒ Corporation-Profit	☐ General Partnership	☐ Limited Liability Limited Partnership
☐ Corporation-Non Profit	☐ Limited Partnership	
☐ Limited Liability Company	☐ Limited Liability Partnership	

Pursuant to the Laws of the State of Arkansas, the undersigned submits the following statement for the purpose of changing its registered office or its registered agent, or both in the State of Arkansas. If this statement reflects a change of registered office, this form must be accompanied by notice of such change to any and all applicable entities.

1. Name of corporation: MED PROPERTIES, INC.

2. Is the entity: ☒ Domestic or ☐ Foreign Name of Tax Contact: J. Mack Nunn
1704 Capital of Texas Hwy South, Ste 400
Austin, TX 78746

3. Street address of registered office changing from: 1201 Gee St.
Street Address
Jonesboro, AR 72401
City, State, Zip

4. Street address to which registered office changing: 425 W. Capitol Ave., Suite 1700
Street Address
Little Rock, AR 72201
City, State, Zip
(The address of the registered office and the business address of the registered agent must be identical.)

5. Name of registered agent changing from: R. D. Stewart To: The Corporation Company

I, THE CORPORATION COMPANY hereby consent to serve as registered agent for this entity.

/s/ John J. Linnihan
Successor Agent
John J. Linnihan Asst Secy

A letter of consent from successor agent may be substituted in lieu of this signature.

A copy bearing the file marks of the Secretary of State shall be returned.

If this entity is a corporation governed by Act 576 of 1965 such change must be filed with the County Clerk of the County in which its registered office is located, unless the registered office is located in Pulaski County, in which event no filing with the County Clerk is required.

I understand that knowingly signing a false document with the intent to file with the Arkansas Secretary of State is a Class C misdemeanor and is punishable by a fine up to $100.00 and/or imprisonment up to 30 days.

/s/ J. Mack Nunn, Secretary
Signature and Title of Authorized Officer

Dated: 7/29/06

Fee For Corporation or Limited Liability Company - $25.00
Fee For General Partnership, Limited Partnership, Limited Liability Partnership or Limited Liability Limited Partnership - $15.00

CERTIFIED COPY

Arkansas Secretary of State - Document No.: 6046000003 - Date Filed: 08-09-2006 03:56 PM - Total Pages: 1

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[SEAL]

Arkansas Secretary of State
State Capitol • Little Rock, Arkansas 72201 1094
Charlie Daniels **501-682-3409 • www.sos.arkansas.gov**

INSTRUCTIONS: File with the Secretary of State's Office, Business Services Division, State Capitol, Little Rock, Arkansas 72201-1094. A copy will be returned to the entity and must be filed with the County Clerk in the county In which the entity's registered office Is located (unless registered office is in Pulaski County).

APPLICATION FOR FICTITIOUS NAME

Select entity type:
- ☒ For-Profit Corporation ($25.00 fee)
- ☐ General Partnership
- ☐ LLC ($25.00 fee)
- ☐ LLLP ($15.00 fee)
- ☐ Nonprofit Corporation
- ☐ Limited Partnership ($15.00 tee)
- ☐ LLP ($15.00 fee)

Pursuant to the provisions of Arkansas law, the undersigned entity hereby applies for the use of a fictitious name and submits herewith the following statement:

1. The fictitious name under which the business is being, or will be, conducted by this entity is:

   ASCENT

2. The character of the business being, or to be, conducted under such fictitious name is:
   Medical, behavioral, nutritional, physical, occupational, and audiology services for children.

3. a) The entity name of the applicant and its date of qualification in Arkansas:

   Med Properties, Inc.

   b) The entity is ☒ domestic ☐ foreign (state of domestic registration) _____

   c) The location (city and street address) of the registered office of the applicant entity in Arkansas is:
   425 W. Capitol Ave., Suite 1700, Little Rock, Arkansas 72201
   Street City State ZIP Code

I understand that knowingly signing a false document with the intent to file with the Arkansas Secretary of State is a Class C misdemeanor and is punishable by a fine up to $100.00 and/or imprisonment up to 30 days.

Authorizing Officer J. MACK NUNN
(Type or Print)

Authorized Signature: /s/ J. Mack Nunn Title: Secretary
(Chairman, Partner or other authorized person)

Address: 1701 Capitol of Texas Highway South, Ste 400, Austin, TX 78746

Fee: see top of page **DN-18/F-18/Rev. 4/06**

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Arkansas Secretary of State

[SEAL]

Charlie Daniels

State Capitol • Little Rock, Arkansas 72201-1094
501-682-3409 • www.sos.arkansas.gov

INSTRUCTIONS: File with the Secretary of State's Office, Business Services Division, State Capitol, Little Rock, Arkansas 72201 -1094. A copy will be returned to the entity and must be filed with the County Clerk in the county in which the entity's registered office is located (unless registered office is in Pulaski County).

APPLICATION FOR FICTITIOUS NAME

Select entity type:

- ☒ For-Profit Corporation ($25.00 fee)
- ☐ Nonprofit Corporation
- ☐ General Partnership
- ☐ Limited Partnership ($15.00 fee)
- ☐ LLC ($25.00 fee)
- ☐ LLP ($15.00 fee)
- ☐ LLLP ($15.00 fee)

Pursuant to the provisions of Arkansas law, the undersigned entity hereby applies for the use of a fictitious name and submits herewith the following statement:

1. The fictitious name under which the business is being, or will be, conducted by this entity is:

   ASCENT CHILDREN'S HEALTH SERVICES

2. The character of the business being, or to be, conducted under such fictitious name is:

   Medical, behavioral, nutritional, physical, occupational, and audiology services for children.

3. a) The entity name of the applicant and its date of qualification in Arkansas: Med Properties, Inc.

   b) The entity is ☒ domestic ☐ foreign (state of domestic registration) _____

   c) The location (city and street address) of the registered office of the applicant entity in Arkansas is:

   425 W. Capitol Ave., Suite 1700, Little Rock, Arkansas 72201

   Street City State ZIP Code

I understand that knowingly signing a false document with the intent to file with the Arkansas Secretary of State is a Class C misdemeanor and is punishable by a fine up to $100.00 and/or imprisonment up to 30 days.

Authorizing Officer: J. MACK NUNN
(Type or Print)

Authorized Signature: /s/ J. MACK NUNN Title: Secretary
(Chairman, Partner or other authorized person)

Address: 1701 Capitol of Texas Highway South, Ste 400, Austin, TX 78746

Fee: see top of page **DN-18/F-18/Rev. 4/06**

CERTIFIED COPY

FILED - Arkansas Secretary of State #100121982 01/09/2008 12:

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Arkansas Secretary of State

[SEAL]

Charlie Daniels

State Capitol • Little Rock, Arkansas 72201-1094
501-682-3409 • www.sos.arkansas.gov

Business & Commercial Services, 250 Victory Building, 1401 W. Capitol, Little Rock

NOTICE OF CHANGE OF COMMERCIAL REGISTERED AGENT INFORMATION
(PLEASE TYPE OR PRINT CLEARLY IN INK)

1. a. Current Name of Commercial Registered Agent: The Corporation Company

   b. New name of Commercial Registered Agent: The Corporation Company

2. a. Current address on file: 425 West Capitol Avenue
   Street Address

   Suite 1700 Little Rock, AR 72201
   Street Address Line 2 City, State Zip

   b. New address: 124 West Capitol Avenue
   Street Address

   Suite 1400 Little Rock, AR 72201-3736
   Street Address Line 2 City, State Zip

3. a. Jurisdiction / type of organization: Business Corporation

   b. New jurisdiction / new type of organization: _____

4. Attach a listing of ALL entities effected by the above change(s).

A commercial registered agent shall promptly furnish each entity it represents with notice of the filing of a statement of change.

I understand that knowingly signing a false document with the intent to file with the Arkansas Secretary of State is a Class C misdemeanor and is punishable by a fine up to $100.00 and/or imprisonment up to 30 days.

Executed this 27th day of December, 2007.

/s/ Marie Hauer, Asst. Secy.
Signature and Title of Authorized Individual

MARIE HAUER
Printed Name of Authorized Individual

NO FEE **CRA-CF Rev. 08/07**

CERTIFIED COPY

FILED - Arkansas Secretary of State #100121982 06/19/2008 15:37

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Arkansas Secretary of State

[SEAL]

Charlie Daniels

State Capitol • Little Rock, Arkansas 72201-1094
501-682-3409 • www.sos.arkansas.gov

Business & Commercial Services, 250 Victory Building, 1401 W. Capitol, Little Rock

NOTICE OF CHANGE OF COMMERCIAL REGISTERED AGENT INFORMATION

(PLEASE TYPE OR PRINT CLEARLY IN INK)

1. a. Current Name of Commercial Registered Agent: THE CORPORATION COMPANY

   b. New name of Commercial Registered Agent: THE CORPORATION COMPANY

2. a. Current address on file: 124 West Capitol Avenue
   Street Address

   Suite 1400 Little Rock, AR 72201-3736
   Street Address Line 2 City, State Zip

   b. New address: 124 West Capitol Avenue
   Street Address

   Suite 1900 Little Rock, AR 72201
   Street Address Line 2 City, State Zip

3. a. Jurisdiction / type of organization: BUSINESS CORPORATION

   b. New jurisdiction / new type of organization: _____

4. Attach a listing of ALL entities effected by the above change(s).

A commercial registered agent shall promptly furnish each entity it represents with notice of the filing of a statement of change.

I understand that knowingly signing a false document with the intent to file with the Arkansas Secretary of State is a Class C misdemeanor and is punishable by a fine up to $100.00 and/or Imprisonment up to 30 days.

Executed this 28th day of April, 2008.

/s/ Marie Hauer, Asst. Secy.
Signature and Title of Authorized Individual

MARIE HAUER
Printed Name of Authorized Individual

NO FEE

CRA-CF Rev. 08/07

CERTIFIED COPY

BYLAWS OF

MED PROPERTIES, INC.

(As Amended and Restated as of July 28, 2006)

ARTICLE I. OFFICES

The principal office of MED PROPERTIES, INC. (referred to herein as the "corporation") in the State of Arkansas shall be located in Craighead County. The corporation may have such other offices, either within or without the State of Arkansas, as the Board of Directors may designate or as the business of the corporation may require from time to time.

ARTICLE II. SHAREHOLDERS

SECTION 1. Annual Meeting. The annual meeting of the shareholders shall be held on the second Tuesday in the month of January at the hour of 10:00 a.m., for the purpose of electing directors and for the transaction of such other business as may properly come before the meeting. If the day fixed for the annual meeting shall be a legal holiday in the State of Arkansas, such meeting shall be held on the next succeeding business day. If the election of directors shall not be held on the day designated herein for any annual meeting of the shareholders, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the shareholders as soon as reasonably practical.

SECTION 2. Special Meetings. Special meetings of the shareholders, for any purpose or purposes, may be called by the President, the Board of Directors, or by a committee of the Board of Directors that has been duly designated by the Board of Directors and whose power and authority, as expressly provided in these Bylaws or in a resolution of the Board of Directors, include the power to call such meetings, and a special meeting shall be called by the President at the request of the holders of at least ten percent (10%) of all the votes entitled to be cast on any issue proposed to be considered at such special meeting, if such holders have signed, dated, and delivered to the Secretary of the corporation one or more written demands for the meeting describing the purpose or purposes for which it is to be held.

SECTION 3. Place of Meeting. Unless otherwise prescribed by statute, the Board of Directors may designate any place, either within or without the State of Arkansas, as the place of meeting for any annual or special meeting of the shareholders. A waiver of notice signed by all shareholders entitled to vote at a meeting may designate any place, whether within or without the State of Arkansas, unless otherwise prescribed by statute, as the place for the holding of such meeting. If no designation is made, the place of meeting shall be the principal office of the corporation in the State of Arkansas.

SECTION 4. Notice of Meeting. Unless otherwise prescribed by applicable law, written notice stating the place, date and time of the meeting, and in case of a special meeting the purpose or purposes for which the meeting is called, shall be given either by mail or in person to each shareholder of record entitled to vote at such meeting, not less than sixty (60) days nor more

than seventy-five (75) days before the date of the meeting if a proposal to increase the authorized capital stock or bond indebtedness of the corporation is to be submitted, and not less than ten (10) days nor more than sixty (60) days before the date of the meeting, in all other cases. If mailed, such notice shall be deemed to have been given and delivered when deposited in the United States Mail, postage prepaid, and addressed to the shareholder at the shareholder's address as it appears on the stock transfer books of the corporation.

SECTION 5. Date for Determination of Shareholders of Record. In order that the corporation may determine the shareholders (i) entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof or to express consent to corporate action in writing without a meeting, (ii) entitled to receive payment of any dividend or other distribution or allotment of any rights, (iii) entitled to exercise any rights in respect of any change, conversion, or exchange of stock or (iv) for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than seventy (70) days before the date of any such meeting or other action. If no record date is fixed: (i) the record date for determining shareholders entitled to notice of or to vote at a meeting of shareholders shall be at the close of business on the day next preceding the day on which notice is given or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held; and (ii) the record date for determining shareholders for any other purpose shall be at the close of business on the date on which the Board of Directors adopts a resolution relating thereto. A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting; provided, however, the Board of Directors may fix a new record date for the adjourned meeting, which it must do if the meeting is adjourned to a date more than one hundred twenty (120) days after the date fixed for the original meeting.

SECTION 6. List of Shareholders Entitled to Vote. After fixing the record date for a meeting, the Secretary shall prepare an alphabetical listing of the names of all of the shareholders of the corporation who are entitled to notice of the shareholders' meeting, which list must be arranged by voting group and must show the address of and number of shares held by each such shareholder. The shareholders list must be made available for inspection by any shareholder beginning two (2) business days after notice of the meeting is given for which the list was prepared and continuing through the meeting at the corporation's principal office or at a place identified in the meeting notice in the city where the meeting will be held. A shareholder, and the agents and attorneys of shareholders, shall be entitled on written demand to inspect and, subject to the requirements of Ark. Code Ann. §4-27-1602C, to copy the list, at the shareholder's expense, during regular business hours during the period the list is available for inspection. The corporation shall make the shareholders list available at the meeting, and any shareholder, and any agent or attorney of any shareholder, shall be entitled to inspect the list at any time during the meeting or any adjournment thereof.

SECTION 7. Quorum; Vote Required For Action. Unless otherwise provided by applicable law, a majority of the votes entitled to be cast on a matter by the shareholders of the corporation represented in person or by proxy shall constitute a quorum for purposes of such matter at any meeting of shareholders. A majority of the votes cast at any meeting at which a quorum is present shall decide every question or matter submitted to the shareholders at such

meeting, unless otherwise provided by applicable law, the Articles of Incorporation, or these Bylaws.

SECTION 8. Proxies. Each shareholder entitled to vote at a meeting of shareholders may authorize another person or persons to act for such shareholder by proxy, but no such proxy shall be voted or acted upon after eleven (11) months from its effective date, unless the proxy expressly provides for a longer period. A duly executed proxy shall be revocable unless the appointment form conspicuously states that it is irrevocable and is coupled with an interest sufficient at law to support an irrevocable power. An irrevocable proxy is revoked when the interest with which it is coupled is extinguished. A shareholder may revoke any proxy which is not irrevocable by attending the meeting and voting in person or by filing with the Secretary of the corporation an instrument in writing revoking the proxy or another duly executed proxy bearing a later date. Proxies shall be dated and shall be filed with the records of the meeting.

SECTION 9. Adjournments. Any meeting of shareholders, annual or special, at which a quorum is present may adjourn from time to time to reconvene at the same or some other place, and notice need not be given of any such adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting the corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each shareholder of record entitled to vote at the meeting in the manner provided in these Bylaws.

SECTION 10. Organization. Meetings of shareholders shall be presided over by the Chairman of the Board of Directors or the President, or in their absence by a Vice President, or in the absence of the foregoing persons by a presiding officer designated by the Board of Directors, or in the absence of such designation by a presiding officer chosen at the meeting. The Secretary shall act as secretary of the meeting, but in the absence of the Secretary the presiding officer of the meeting may appoint any person to act as secretary of the meeting.

SECTION 11. Voting of Shares. Subject to the provisions of these Bylaws, and particularly the following section hereof, each outstanding share entitled to vote with respect to a particular matter shall be entitled to one vote upon such matter when submitted to a vote of shareholders.

SECTION 12. Action by Shareholders. Any action required or permitted to be taken at a meeting of shareholders may be taken without a meeting if one or more written consents, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof. All written consents executed by one or more shareholders shall be included in the minutes or filed with the corporate records. If it is required by law that notice of the proposed action be given to non-voting shareholders and the action is to be taken by written consent of the voting shareholders, the corporation shall give its non-voting shareholders written notice of the proposed action at least ten (10) days before the action is taken.

ARTICLE III. BOARD OF DIRECTORS

SECTION 1. General Powers. The business and affairs of the corporation shall be managed by its Board of Directors.

SECTION 2. Number, Tenure and Qualifications. The Board of Directors of the corporation shall consist of one (1) individual. The director shall hold office until the next annual meeting of shareholders and until his/her successor shall have been duly elected and qualified.

SECTION 3. Regular Meetings. A regular meeting of the Board of Directors shall be held without other notice than this bylaw immediately after, and at the same place as, the annual meeting of shareholders. The Board of Directors may provide, by resolution, the time and place for the holding of additional regular meetings without other notice than such resolution.

SECTION 4. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two directors, or if there shall be only one director, at that director's request. The person or persons authorized to call special meetings of the Board of Directors may fix the place for holding any special meeting of the Board of Directors called by them.

SECTION 5. Place of Meetings. Regular meetings of the Board of Directors which coincide with meetings of the shareholders shall be held at the same place as the shareholders' meeting. Other meetings of the Board of Directors shall be held at such place as is designated in the notice of the meeting, either within or without the State of Arkansas. A waiver of notice signed by all directors entitled to vote at a meeting may designate any place, either within or without the State of Arkansas, as the place for holding such meeting. If no designation is made, the Board of Directors' meeting shall be held at the principal office of the corporation in Arkansas.

SECTION 6. Notice. Notice of the date, time and place of any special meeting of the Board of Directors shall be given at least two (2) days prior to the meeting by written notice delivered personally or mailed to each director at his/her business address, or by telegram. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid, provided the same is so mailed at least five (5) days prior to the meeting. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is dispatched by the telegraph company. Any director may waive notice of any meeting. The attendance by a director at a meeting shall constitute a waiver of notice of such meeting, unless the director at the beginning of the meeting (or promptly upon his/her arrival) objects to holding the meeting or the transaction of business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

SECTION 7. Quorum; Vote Required for Action. A majority of the directors shall constitute a quorum at any meeting, except when otherwise provided by applicable law. If less than a quorum, but at least one-third (1/3), of the directors is present at any meeting, then a majority of the directors present may vote to adjourn such meeting, from time to time, and the meeting may be held, as adjourned, without further notice. Except in cases in which the Articles

of Incorporation or these Bylaws provide otherwise, the vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

SECTION 8. Organization. Meetings of the Board of Directors shall be presided over by the Chairman of the Board, if any, or in the absence of the Chairman, by a Vice Chairman of the Board, if any, or in the absence of the Vice Chairman by the President, or in the absence of all of the foregoing, by a chairman chosen at the meeting. The Secretary shall act as secretary of the meeting, but in the absence of the Secretary, the chairman of the meeting may appoint any person to act as secretary of the meeting.

SECTION 9. Vacancies. Any vacancy occurring on the Board of Directors may be filled by the affirmative vote of a majority of the remaining directors, though less than a quorum of the Board of Directors, unless otherwise provided by applicable law. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office. Any directorship to be filled by reason of an increase in the number of directors may be filled by election by the Board of Directors for a term of office continuing only until the next election of directors by the shareholders. No decrease in the number of directors constituting the Board of Directors shall shorten the term of any incumbent director.

SECTION 10. Compensation. By resolution of the Board of Directors, each director may be paid his or her expenses, if any, of attendance at each meeting of the Board of Directors and may be paid a stated salary as director or a fixed sum for attendance at each meeting of the Board of Directors or both. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

SECTION 11. Presumption of Assent. A director of the corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless the director's dissent or abstention shall be entered in the minutes of the meeting, or unless the director (i) objects at the beginning of the meeting (or promptly upon his or her arrival) to the holding of the meeting or to the transaction of business at the meeting, or (ii) delivers a written dissent or abstention to such action to the presiding officer of the meeting before the adjournment thereof or to the Secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent or abstain shall not apply to a director who voted in favor of such action.

SECTION 12. Informal Action by Directors. Unless the Articles of Incorporation or these Bylaws otherwise expressly provide, any action required or permitted to be taken at any meeting of the Board of Directors, or any committee thereof, may be taken without a meeting if all members of the Board or such committee, as the case may be, consent thereto in writing, and the consents are filed with the minutes of the proceedings of the Board or such committee. Action taken under this Section is effective when the last director signs the consent, unless the consent specifies a different effective date.

SECTION 13. Telephonic Meetings Permitted. Members of the Board of Directors, or any committee designated by the Board, may participate in a meeting of such Board or committee by means of conference telephone or similar communications equipment by means of

which all persons participating in the meeting can simultaneously hear each other, and participation in a meeting pursuant to this section shall constitute presence in person at such meeting.

ARTICLE IV. COMMITTEES OF THE BOARD OF DIRECTORS

SECTION 1. Committees. The Board of Directors shall have the authority to appoint such regular and special committees as it deems desirable, in addition to the regular committees required by this Article, and may appoint one or more rotating members of any committee at its discretion. The Board of Directors shall designate one member of each committee to serve as chairman. Each committee must have two or more members, each of whom shall serve at the pleasure of the Board of Directors, and only members of the Board of Directors may serve on a committee. The regular committees designated in this Article shall be appointed at the organizational meeting of the Board of Directors each year.

SECTION 2. Committee Rules. Unless the Board of Directors otherwise provides, each committee designated by the Board of Directors may make, alter and repeal rules for the conduct of its business. In the absence of such rules each committee shall conduct its business in the same manner as the Board of Directors conducts its business pursuant to Article III of these Bylaws.

ARTICLE V. OFFICERS

SECTION 1. Number. The officers of the corporation shall consist of a President, a Secretary and a Treasurer, as well as such other officers as may from time to time be designated by the Board of Directors. The President shall be the chief executive officer and chief administrator of the corporation, and in the President's absence, disability, or resignation or removal from office, the President shall be succeeded in office by the Vice-President, who shall administer the affairs of the corporation until a successor to the President is elected or until the President resumes his duties of office, whichever the case may be. The Secretary shall keep the records of the corporation and the shareholders, along with the minutes of the meetings of the stockholders and directors, and the Treasurer shall be responsible for the funds and general financial affairs of the corporation. Such officers as deemed necessary, but never less officers than President and Secretary, shall be elected by the Board of Directors and shall serve for a term of one year, or until their successors are duly elected and qualified. Any number of offices may be held by the same person.

SECTION 2. Election and Term of Office. The officers of the corporation shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of the shareholders. If the election of officers is not held at such meeting, such election shall be held as soon thereafter as is reasonably practical. Each officer shall hold office until his or her successor is duly elected and qualified, or until death, resignation or removal from office in the manner provided herein.

SECTION 3. Removal. Any officer or agent of the corporation may be removed by the Board of Directors, with or without cause, whenever in its judgment the best interest of the

corporation will be served thereby, but such removal shall be without prejudice to the contractual rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create any contractual rights whatsoever.

SECTION 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

SECTION 5. President. The President shall be the chief executive officer of the corporation and, subject to the control of the Board of Directors, shall generally supervise and control all of the business and affairs of the corporation. The President shall, when present, preside at all meetings of the shareholders and the Board of Directors. The President shall be authorized to sign, with or without the Secretary or any other proper officer of the corporation thereunto authorized by the Board of Directors, certificates for shares of the corporation, and any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the corporation, or shall be required by applicable law to be otherwise signed or executed; and in general the President shall perform all duties normally performed by presidents of like companies, along with such other duties as may be prescribed from time to time by the Board of Directors.

SECTION 6. Vice-President. In the absence of the President or in event of the President's death, incapacity, resignation or other inability or refusal to act, the Vice President, if a Vice-President has been elected shall perform the duties of the President, and when so acting shall have all the powers of, and shall be subject to all the restrictions upon the President. The Vice President, if a Vice President has been elected, shall perform all duties normally performed by vice presidents of like companies, along with such other duties as from time to time may be assigned to the Vice President by the President or by the Board of Directors.

SECTION 7. Secretary. The Secretary shall: (a) keep the minutes of the proceedings of the shareholders and the Board of Directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws and as otherwise required by applicable law; (c) serve as custodian of the corporate records and of the seal the corporation, if any; (d) keep a register of the post office address of each shareholder which shall be furnished to the Secretary by such shareholder; (e) sign with the President certificates for shares of the corporation, the issuance of which shall have been authorized by resolution of the Board of Directors; (f) have general charge of the stock transfer books of the corporation; and (g) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary by the President or the Board of Directors.

SECTION 8. Treasurer. The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the corporation, as well as its general financial affairs; (b) receive and give receipts for moneys due and payable to the corporation from any source whatsoever, and deposit all such moneys in the name of the corporation in such banks, trust

companies or other depositories as shall be selected in accordance with the provisions of these Bylaws; and (c) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to the Treasurer by the President or the Board of Directors. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board of Directors shall determine.

SECTION 9. Salaries. The salaries of the officers shall be fixed from time to time by the Board of Directors, and no officer shall be prevented from receiving such salary by reason of the fact that such officer is also a director of the corporation.

ARTICLE VI. CONTRACTS, LOANS, CHECKS AND DEPOSITS

SECTION 1. Contracts. The Board of Directors may authorize any officer or officers or agent or agents to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances. The President or Vice President shall have the authority to enter into contracts in the ordinary and customary course of the corporation's business in the name of and on behalf of the corporation, but shall have no such authority with respect to any contract outside the ordinary and customary course of the corporation's business in the absence of due authorization by proper resolution of the Board of Directors.

SECTION 2. Loans. No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

SECTION 3. Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers or agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

SECTION 4. Deposits. All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select.

ARTICLE VII. CERTIFICATES FOR SHARES AND THE TRANSFER THEREOF

SECTION 1. Certificates for Shares. Certificates representing shares of stock in the corporation shall be in such form as shall be determined by the Board of Directors. Such certificates shall be signed by the President and by the Secretary or by such other officers authorized by applicable law and by the Board of Directors and sealed with the corporate seal, if any. All certificates for shares shall be consecutively numbered or otherwise identified. The name of the person to whom the shares represented thereby are issued, with the number of shares and date of issue, shall be entered on the stock transfer books of the corporation. All certificates surrendered to the corporation for transfer shall be cancelled and no new certificate shall be

issued until the former certificate for a like number of shares shall have been surrendered and cancelled, except that in case of a lost, destroyed or mutilated certificate a new certificate may be issued therefor upon such terms and indemnity to the corporation as these Bylaws and the Board of Directors may prescribe.

SECTION 2. Transfer of Shares. Transfer of shares of stock in the corporation shall be made only on the stock transfer books of the corporation by the holder of record thereof or by his legal representative, who shall furnish proper evidence of authority to transfer, or by the holder's attorney thereunto authorized by power of attorney duly executed and filed with the Secretary of the corporation, and only upon the surrender for cancellation of the certificate for such shares. The person in whose name shares stand on the books of the corporation shall be deemed by the corporation to be the owner thereof for all purposes.

SECTION 3. Lost, Destroyed or Mutilated Stock Certificates; Issuance of New Certificates. The corporation may issue a new certificate of stock in the place of any certificate theretofore issued by it which is alleged to have been lost, destroyed or mutilated, and the corporation may require the owner thereof, or his or her legal representative, to give the corporation a bond sufficient to indemnify the corporation against any claim that may be made against the corporation on account of the alleged loss, destruction or mutilation of any such certificate or the issuance of such new certificate.

ARTICLE VIII. INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS

SECTION 1. Right to Indemnification. (a) Each person (including here and hereinafter, the heirs, executors, administrators, and estate of such person) (1) who is or was a director or officer of the corporation, (2) who is or was an employee or agent of the corporation other than an officer and to whom the corporation has specifically and expressly agreed in writing to provide indemnification, (3) who is or was serving at the request of the corporation as a director, officer, or partner of another corporation, partnership, joint venture, trust or other enterprise or (4) who is or was serving at the request of the corporation as an employee, agent or representative of another corporation, partnership, joint venture, trust or other enterprise and to whom the corporation has specifically and expressly agreed in writing to provide indemnification shall be indemnified by the corporation as of right to the fullest extent permitted or authorized by the Arkansas Business corporation Act of 1987 (sometimes referred to herein as the "1987 Act") or subsequent legislation (but in the case of any such subsequent legislation, only to the extent that it permits the corporation to provide broader indemnification rights than permitted prior to such legislation), against any liability or expense awarded or assessed against such person or incurred by such person or paid or to be paid by such person in settlement thereof, in such person's capacity as such director, officer, employee or agent or arising out of his status as such director, officer, employee, or agent, including expenses and amounts paid by such person in settlement of any proceeding asserted or brought against such person by or in the right of any person, including the corporation, in any such capacity or arising out of his status as such. Each director, officer, employee, or agent of the corporation to whom indemnification rights under this Article have been or may be granted is referred to herein as an "Indemnified Person."

(b) The Board of Directors may, upon approval of such director, officer,

employee, or agent of the corporation, authorize the corporation's counsel to represent such person in any proceeding, whether or not the corporation is a party to such proceeding.

(c) Notwithstanding the foregoing, except as specified in Section 3 of this Article, the corporation shall indemnify an Indemnified Person in connection with a proceeding (or part thereof) initiated by such Indemnified Person only if authorization for such proceeding (or part thereof) was not denied by the Board of Directors of the corporation prior to sixty (60) days after receipt by the corporation of written notice thereof from such person.

SECTION 2. Advancement of Expenses. Costs, charges and expenses incurred by an Indemnified Person described in clauses "1" and "3" of Section 1 of this Article in defending a proceeding shall be paid by the corporation to the fullest extent permitted or authorized by the 1987 Act or subsequent legislation (but in the case of any such subsequent legislation, only to the extent that it permits the corporation to provide broader rights to advance costs, charges and expenses than permitted prior to such legislation) in advance of the final disposition of such proceeding, within fourteen (14) days after the receipt by the corporation of a written statement from the person seeking such advance requesting such an advancement together with an undertaking, if required by law at the lime of such advance, by or on behalf of the person seeking such advance, to repay all amounts so advanced in the event that it shall ultimately be determined that such person is not entitled to be indemnified by the corporation as authorized in this Article. In the case of Indemnified Persons described in clauses "2" and "4" of Section 1 of this Article, advancements of costs, charges and expenses may be made upon such terms and conditions as the Board of Directors deems appropriate.

SECTION 3. Procedure for Indemnification and Obtaining Advancement of Expenses. Any indemnification for liabilities and expenses or advancement of expenses under this Article shall be made promptly, and, in the case of indemnification, in any event within sixty (60) days of receipt by the corporation of the written request of the Indemnified Person, or, in the case of advancement of expenses, as set forth in Section 2 of this Article. If the corporation denies such request in whole or in part or if no disposition thereof is made within the applicable time limit or if the corporation otherwise fails to provide indemnification or advancement as provided for in this Article, and despite any contrary determination by or on behalf of the corporation in the specific case, the Indemnified Person may enforce his or her right to indemnification or advancement, or both, in an appropriate proceeding brought in a court of competent jurisdiction and shall be entitled to such indemnification or advancement, or both, as the court by order shall direct. Such person's reasonable expenses in obtaining court-ordered indemnification or advancement shall be reimbursed by the corporation. No such contrary determination by or on behalf of the corporation shall be a defense to such proceeding or create a presumption that the claimant has not met the applicable standard of conduct, if any, for indemnification or for an advancement pursuant to Section 1 or Section 2 of this Article. It shall be a defense to any such action that the claimant has not met the applicable standard of conduct, if any, pursuant to Section 1 or Section 2 of this Article.

SECTION 4. Other Rights; Continuation of Right to Indemnification and Advancements. The rights to indemnification and rights to advancements provided by this Article shall not be deemed exclusive of any other or further rights to which a person seeking indemnification or advancements may be entitled under any law (common or statutory),

agreement, vote of shareholders or disinterested directors or otherwise, either as to action taken or omitted to be taken in such person's official capacity or as to action taken or omitted to be taken in another capacity while holding office or while employed by or acting as agent for the corporation, and shall continue as to an Indemnified Person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person. All rights to indemnification and to advancements of expenses under this Article shall be deemed to be a contract between the corporation and all Indemnified Persons. Any repeal or modification of this Article or any repeal or modification of relevant provisions of the 1987 Act or any other applicable law shall not in any way diminish any right to indemnification or to advancement of expenses of an Indemnified Person or the obligations of the corporation arising hereunder for claims relating to matters occurring prior to such repeal or modification.

SECTION 5. Insurance and Other Arrangements. The corporation may maintain insurance, at its expense, to protect itself and/or any person who is or was or has agreed to become a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another company, partnership, joint venture, trust or other enterprise against any liability asserted against such person or incurred by such person or on his or her behalf in any such capacity, or arising out of such person's status as such, whether or not the corporation has the obligation or would have the legal power to directly indemnify such person against such liability. The corporation may also obtain a letter of credit, act as self-insurer, create a reserve, trust, escrow, cash collateral or other fund or account, enter into indemnification agreements, pledge or grant a security interest in any assets or properties of the corporation, or use any other mechanism or arrangement whatsoever in such amounts, at such costs, and upon such other terms and conditions as the Board of Directors shall deem appropriate for the protection of any or all such persons.

SECTION 6. Separability. If this Article or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the corporation shall nevertheless indemnify each Indemnified Person, as to liabilities and expenses, and amounts paid or to be paid in settlement with respect to any proceeding, including an action by or in the right of the corporation, to the fullest extent permitted by any applicable portion of this Article that shall not have been invalidated and to the fullest extent permitted by applicable law.

SECTION 7. Terms. For purposes of this Article and in each case without limiting the generality thereof, the term "other enterprises" includes employee benefit plans; the term "expenses" includes reasonable counsel fees; the term "liability" includes obligations to pay a judgment, settlement, penalty, fine (including an excise tax assessed on a person with respect to any employee benefit plan), and expenses actually and reasonably incurred with respect to a proceeding; and the term "proceeding" includes any threatened, pending, or completed action, suit, or other type of proceeding, whether civil, criminal, administrative, or investigative.

ARTICLE IX.
DIRECT REPORTING TO BOARD OF DIRECTORS

For so long as the corporation maintains one or more licenses for child care issued by the

State of Arkansas or any other governmental agency, the corporation shall maintain in place a policy that requires the employee, supervisor, administrator or director, whether directly employed by the corporation or serving as an independent contractor, designated or acting as the administrator or director of any child care facility operated by the corporation to directly report any incidents that give rise to a deficiency in meeting the applicable laws, rules or regulations regarding the operation of such facility to the members of the Board of Directors simultaneously with giving notice of the same to the officer or other supervisor or manager to whom they would otherwise be required to report such incident to.

ARTICLE X. MISCELLANEOUS PROVISIONS

SECTION 1. Fiscal Year. The fiscal year of the corporation shall be the same as the fiscal year utilized by the corporation for federal income tax reporting purposes.

SECTION 2. Dividends. The Board of Directors may from time to time declare, and the corporation may pay, dividends on its outstanding shares in the manner and upon the terms and conditions provided by applicable law and the Articles of Incorporation.

SECTION 3. Waiver of Notice. Any written waiver of notice, signed by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, unless the person at the beginning of the meeting objects to holding the meeting or transacting business at the meeting. In addition, attendance of a person at a meeting shall constitute a waiver of objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the person objects to considering the matter when it is presented. All waivers of notice shall be filed with the minutes of the meeting.

SECTION 4. Inspection of Bylaws. A copy of these Bylaws, with all amendments thereto, shall at all times be kept in a convenient place at the principal office of the corporation, and shall be open for inspection to all shareholders during normal business hours.

SECTION 5. Interested Directors; Quorum. No contract or transaction between the corporation and one or more of its directors or officers, or between the corporation and any other corporation, partnership, association, or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because such person's votes are counted for such purposes, if: (1) the material facts regarding such person's relationship or interest in the contract or transaction are disclosed or known to the Board of Directors or the committee, and the Board or committee in good faith authorizes the contract or transaction by the affirmative vote of a majority of the disinterested directors, even though the number of disinterested directors constitute less than a quorum; provided, however, that the contract or transaction may not be authorized, approved, or ratified by a single director; or (2) the material facts as to such person's relationship or interest in the contract or transaction are disclosed or are known to the shareholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by a vote of the

shareholders; or (3) the contract or transaction is fair to the corporation. If a majority of the disinterested directors vote to authorize, approve, or ratify the contract or transaction, a quorum shall be deemed present for purpose of taking action under this Section 6. If the contract or the transaction is approved by shareholders, the shares owned by or voted under the control of an interested director or an interested corporation, partnership, association, or other organization in which one or more of the corporation's directors or officers are directors or officers, or have a financial interest, shall not be counted in the vote of shareholders. The vote of such shares, however, shall be counted in determining whether the transaction or contract is approved under the Articles of Incorporation or the Arkansas Business Corporation Act of 1987. A majority of the shares that are entitled to be counted in a vote on the transaction or contract under this Section 6 constitutes a quorum for the purpose of taking action under this Section 6.

SECTION 6. Form of Records. Any records maintained by the corporation in the regular course of its business, including a stock ledger, books of account, and minute books, may be kept on, or be in the form of, punch cards, magnetic tape, photographs, microphotographs, or any other information storage device, provided that the records so kept can be converted into clearly legible form within a reasonable time. The corporation shall so convert any records so kept upon the request of any person entitled to inspect the same.

SECTION 7. Amendments of Bylaws. Subject to the laws of the State of Arkansas and the provisions of the Articles of Incorporation, these Bylaws may be altered, amended or repealed at any regular meeting of shareholders (or at any special meeting thereof duly called for that purpose) by a vote of the shareholders in accordance with Article II, provided that in the notice of such meeting, notice of such purpose shall be given. Subject to the laws of the State of Arkansas, the Articles of Incorporation and these Bylaws, the Board of Directors may by a majority vote of the entire Board of Directors amend these Bylaws, or waive any provisions hereof, or enact such other Bylaws as in their judgment may be advisable for the regulation of the conduct of the affairs of the corporation.

The foregoing bylaws were adopted by the Board of Directors of the corporation effective July 28, 2006.

/s/ J. Mack Nunn
SECRETARY

Exhibit 3.45

FILED - Arkansas Secretary of State #10016/968 02/1/1999 00:

CERTIFIED COPY

ARTICLES OF ORGANIZATION
OF
MEDUCARE TRANSPORT, L.L.C.

FILED
CORPORATIONS DIVISION
167968
99 FEB 17 PM 1:19

SHAHON PRIEST
SECRETARY OF STATE
STATE OF ARKANSAS

BY /s/ Shahon Priest

These Articles of Organization of Meducare Transport, L.L.C. are hereby executed and filed in accordance with the Small Business Entity Tax Pass Through Act, Act 1003 of 1993.

1. Name. The name of the limited liability company shall be Meducare Transport, L.L.C.

2. Registered Office and Agent. The agent for service of process shall be Danette Stewart. The address of the agent and the registered office of the limited liability company is 1201 S. Gee Street, Jonesboro, Arkansas 72401.

3. Termination. Unless earlier dissolved by the agreement of the members or pursuant to the terms of the operating agreement, the limited liability company shall terminate at midnight on December 31, 2049.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Organization this 15th day of February, 1999.

/s/ Danette Stewart
Danette Stewart
Organizer and Registered Agent

CERTIFIED COPY

Arkansas Secretary of State - Document No.: 6044070002 - Date Filed: 08-09-2006 10:37 AM - Total Pages: 1

Arkansas Secretary of State

[SEAL]

State Capitol Ÿ Little Rock, Arkansas 72201-1094

Charlie Daniels **501-682-3409 Ÿ www.sosweb.state.ar.us**

CERTIFIED COPY

NOTICE OF CHANGE OF REGISTERED OFFICE OR REGISTERED AGENT, OR BOTH

MARK ENTITY TYPE

☐	Corporation-Profit	☐	General Partnership	☐	Limited Liability Limited Partnership
☐	Corporation-Non Profit	☐	Limited Partnership		
☒	Limited Liability Company	☐	Limited Liability Partnership		

Pursuant to the Laws of the State of Arkansas, the undersigned submits the following statement for the purpose of changing its registered office or its registered agent, or both in the State of Arkansas. If this statement reflects a change of registered office, this form must be accompanied by notice of such change to any and all applicable entities.

1. Name of corporation: MEDUCARE TRANSPORT, LLC

2. Is the entity: ☒ Domestic or ☐ Foreign Name of Tax Contact: J Mack Nunn
1705 Capital of Texas Hwy South, Ste 400
Austin, TX 78746

3. Street address of registered office changing from: 1201 S. Gee Street
Street Address
Jonesboro, AR 72401
City, State, Zip

4. Street address to which registered office changing: 425 W. Capitol Ave., Suite 1700
Street Address
Little Rock, AR 72201
City, State, Zip
(The address of the registered office and the business address of the registered agent must be identical.)

5. Name of registered agent changing from: Danette Stewart To: The Corporation Company

I, THE CORPORATION COMPANY hereby consent serve as registered agent for this entity.

/s/ John J. Linnihan
Successor Agent
John J. Linnihan Asst Secy

A letter of consent from successor agent may be substituted in lieu of this signature.

A copy bearing the file marks of the Secretary of State shall be returned.

If this entity is a corporation governed by Act 576 of 1965 such change must be filed with the County Clerk of the County in which its registered office is located, unless the registered office is located in Pulaski County, in which event no filing with the County Clerk is required.

I understand that knowingly signing a false document with the intent to file with the Arkansas Secretary of State is a Class C misdemeanor and is punishable by a fine up to $100.00 and/or imprisonment up to 30 days.

/s/ J. Mack Nunn, Secretary
Signature and Title of Authorized Officer

Dated: 7/29/06

Fee For Corporation or Limited Liability Company • $25.00

Fee For General Partnership, Limited Partnership, Limited Liability Partnership or Limited Liability Limited Partnership - $15.00

DO-3/DN-04/F-06/"ALL" Rev.4/06

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Arkansas Secretary of State

[SEAL]

Charlie Daniels

State Capitol • Little Rock, Arkansas 72201-1094
501-682-3409 • www.sos.arkansas.gov

INSTRUCTIONS: File with the Secretary of State's Office, Business Services Division, State Capitol, Little Rock, Arkansas 72201-1094. A copy will be returned to the entity and must be filed with the County Clerk in the county in which the entity's registered office is located (unless registered office is in Pulaskl County).

APPLICATION FOR FICTITIOUS NAME

Select entity type:

- ☐ For-Profit Corporation ($25.00 fee)
- ☐ General Partnership
- ☒ LLC ($25.00 fee)
- ☐ LLLP ($15.00 fee)
- ☐ Nonprofit Corporation
- ☐ Limited Partnership ($15.00 fee)
- ☐ LLP ($15.00 fee)

Pursuant to the provisions of Arkansas law, the undersigned entity hereby applies for the use of a fictitious name and submits herewith the following statement:

1. The fictitious name under which the business is being, or will be, conducted by this entity is:

   ASCENT

2. The character of the business being, or to be, conducted under such fictitious name is:

   Medical, behavioral, nutritional, physical, occupational, and audiology services for children

3. a) The entity name of the applicant and its date of qualification in Arkansas:

   Meducare Transport, LLC

   b) The entity is ☒ domestic ☐ foreign (state of domestic registration) _____

   c) The location (city and street address) of the registered office of the applicant entity in Arkansas is:

   425 W. Capitol Ave., Suite 1700, Little Rock, Arkansas 72201
   Street City State ZIP Code

I understand that knowingly signing a false document with the intent to file with the Arkansas Secretary of State is a Class C misdemeanor and is punishable by a fine up to $100.00 and/or imprisonment up to 30 days.

Authorizing Officer J. MACK NUNN
(Type or Print)

Authorized Signature: /s/ J.Mack Nunn Title: Secretary
(Chairman, Partner or other authorized person)

Address: 1701 Capitol of Texas Highway South, Ste 400, Austin, TX 78746

Fee: see top of page **DN-18/F-18/Rev. 4/06**

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Arkansas Secretary of State - Document No.: 6046000010 - Date Filed: 08-09-2006 03:56 PM - Total Pages: 1

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Arkansas Secretary of State

[SEAL]

Charlie Daniels

State Capitol • Little Rock, Arkansas 72201-1094
501-682-3409 • www.sos.arkansas.gov

INSTRUCTIONS: File with the Secretary of State's Office, Business Services Division, State Capitol, Little Rock, Arkansas 72201-1094. A copy will be returned to the entity and must be filed with the County Clerk in the county in which the entity's registered office is located (unless registered office is in Pulaski County).

APPLICATION FOR FICTITIOUS NAME

Select entity type:

- ☐ For-Profit Corporation ($25.00 fee)
- ☐ General Partnership
- ☒ LLC ($25.00 fee)
- ☐ LLLP ($15.00 fee)
- ☐ Nonprofit Corporation
- ☐ Limited Partnership ($15.00 fee)
- ☐ LLP ($15.00 fee)

Pursuant to the provisions of Arkansas law, the undersigned entity hereby applies for the use of a fictitious name and submits herewith the following statement:

1. The fictitious name under which the business is being, or will be, conducted by this entity is:

   ASCENT CHILDREN'S HEALTH SERVICES

2. The character of the business being, or to be, conducted under such fictitious name is:

   Medical, behavioral, nutritional, physical, occupational, and audiology services for children

3. a) The entity name of the applicant and its date of qualification in Arkansas:

   Meducare Transport, LLC

   b) The entity is ☒ domestic ☐ foreign (state of domestic registration) _____

   c) The location (city and street address) of the registered office of the applicant entity in Arkansas is:

   425 W. Capitol Ave., Suite 1700, Little Rock, Arkansas 72201

   Street City State ZIP Code

I understand that knowingly signing a false document with the intent to file with the Arkansas Secretary of State is a Class C misdemeanor and is punishable by a fine up to $100.00 and/or imprisonment up to 30 days.

Authorizing Officer: J. MACK NUNN
(Type or Print)

Authorized Signature: /s/ J. Mack Nunn Title: Secretary
(Chairman, Partner or other authorized person)

Address: 1701 Capitol of Texas Highway South, Ste 400, Austin, TX 78746

Fee: see top of page **DN-18/F-18/Rev. 4/06**

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FILED - Arkansas secretary or State #80008/3/5 01/09/2008 13:

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Arkansas Secretary of State

[SEAL]

Charlie Daniels

State Capitol • Little Rock, Arkansas 72201-1094
501-682-3409 • www.sos.arkansas.gov

Business & Commercial Services, 250 Victory Building, 1401 W. Capitol, Little Rock

NOTICE OF CHANGE OF COMMERCIAL REGISTERED AGENT INFORMATION
(PLEASE TYPE OR PRINT CLEARLY IN INK)

1. a. Current Name of Commercial Registered Agent: The Corporation Company

   b. New name of Commercial Registered Agent: The Corporation Company

2. a. Current address on file: 425 West Capitol Avenue

Street Address			
Suite 1700	Little Rock, AR	72201	
Street Address Line 2			City, State Zip

   b. New address: 124 West Capitol Avenue

Street Address			
Suite 1400	Little Rock, AR	72201-3736	
Street Address Line 2			City, State Zip

3. a. Jurisdiction / type of organization: Business Corporation

   b. New jurisdiction /new type of organization: _____

4. Attach a listing of ALL entities effected by the above change(s).

A commercial registered agent shall promptly furnish each entity it represents with notice of the filing of a statement of change.

I understand that knowingly signing a false document with the intent to file with the Arkansas Secretary of State is a Class C misdemeanor and is punishable by a fine up to $100.00 and/or imprisonment up to 30 days.

Executed this 27th day of December, 2007.

/s/ Marie Hauer, Asst. Secy.
Signature and Title of Authorized Individual

MARIE HAUER
Printed Name of Authorized Individual

NO FEE

CRA-CF Rev. 08/07

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FILED - Arkansas Secretary or State #10016/968 06/27/2008 15:

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Arkansas Secretary of State

[SEAL]

Charlie Daniels

State Capitol • Little Rock, Arkansas 72201-1094
501-682-3409 • www.sos.arkansas.gov

Business & Commercial Services, 250 Victory Building, 1401 W. Capitol, Little Rock

NOTICE OF CHANGE OF COMMERCIAL REGISTERED AGENT INFORMATION
(PLEASE TYPE OR PRINT-CLEARLY IN INK)

1. a. Current Name of Commercial Registered Agent: THE CORPORATION COMPANY

   b. New name of Commercial Registered Agent: THE CORPORATION COMPANY

2. a. Current address on file: 124 West Capitol Avenue
   Street Address
   Suite 1400 Little Rock, AR 72201- 3736
   Street Address Line 2 City, State Zip

   b. New address: 124 West Capitol Avenue
   Street Address
   Suite 1900 Little Rock, AR 72201
   Street Address Line 2 City, State Zip

3. a. Jurisdiction / type of organization: BUSINESS CORPORATION

   b. New jurisdiction /new type of organization: _____

4. Attach a listing of ALL entities effected by the above change(s).

A commercial registered agent shall promptly furnish each entity it represents with notice of the filing of a statement of change.

I understand that knowingly signing a false document with the intent to file with the Arkansas Secretary of State is a Class C misdemeanor and is punishable by a fine up to $100.00 and/or imprisonment up to 30 days.

Executed this 28th day of April, 2008.

/s/ Marie Hauer, Asst. Secy.
Signature and Title of Authorized Individual

MARIE HAUER
Printed Name of Authorized Individual

NO FEE **CRA-CF Rev. 08/07**

CERTIFIED COPY

AMENDED AND RESTATED
OPERATING AGREEMENT
OF
MEDUCARE TRANSPORT, LLC
(Effective November 1, 2006)

The undersigned, being the sole Member of MEDUCARE TRANSPORT, LLC, does hereby amend and restate the Operating Agreement pursuant to Paragraph 16.03 of Agreement to read hereinafter as follows:

"THIS OPERATING AGREEMENT of MEDUCARE TRANSPORT, LLC (the "Company"), a limited liability company organized pursuant to the laws of the State of Arkansas, and particularly Act 1003 of 1993 of the Arkansas General Assembly, formed on May 8, 2002 and first amended on July 19, 2006, is amended and restated effective as of November 1, 2006.

W I T N E S S E T H:

WHEREAS, the Company was formed on February 17, 1999 upon the filing of its original Articles of Organization with the Arkansas Secretary of State; and

WHEREAS, the Members executed the First Amendment to the Operating Agreement on June 14, 2006; and

WHEREAS, Jane B. Prince, Michael Prince and Danette Stewart conveyed their respective interests to Ascent Acquisition Corporation ("New Member") on July 19, 2006; and

WHEREAS, the New Member simultaneously executed the Second Amendment (inadvertently referred to as the First Amendment) to the Operating Agreement on July 19, 2006; and

WHEREAS, the Member desires to amend and entirely restate the Operating Agreement and to consolidate all of its provisions in one document.

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

For purposes of this Agreement, the capitalized terms used herein shall have the following meanings, unless the context otherwise specifically requires:

1.1. **“Act”** shall mean and refer to Act 1003 of 1993 of the Arkansas General Assembly (ARK. CODE ANN. § 4-32-101 et seq.), as amended.

1.2. **“Agreement”** shall mean and refer to this Operating Agreement, and all amendments hereto.

1.3. **“Arkansas Code Annotated” and “ARK. CODE ANN.”** shall mean and refer to the official compilation of the statutes, codes and session laws of the State of Arkansas of a public and general nature, as now existing and as amended hereafter, or any successor law. Likewise, any references to specific sections of the Arkansas Code Annotated shall include any subsequent amendments thereto or substitutions therefor.

1.4. **“Articles of Organization”** shall mean and refer to the Articles of Organization of the Company filed with the Arkansas Secretary of State, as properly amended from time to time by the Members.

1.5. **“Assignee”** shall mean and refer to a transferee of a Membership Interest who has not been admitted as a Member.

1.6. **“Business Day”** shall mean and refer to any day other than a Saturday, Sunday or legal holiday observed in the State of Arkansas.

1.7. **“Code”** shall mean and refer to the Internal Revenue Code of 1986, as amended, or any successor federal laws, and shall also include the Treasury regulations promulgated thereunder. Likewise, any references to specific sections of the Code shall include any subsequent amendments thereto or substitutions therefor.

1.8. **“Company”** shall mean and refer to MEDUCARE TRANSPORT, LLC, the Arkansas limited liability company formed pursuant to the Articles of Organization and this Agreement.

1.9. **“Disposition”** (“Dispose”) shall mean and refer to any sale, exchange, assignment, gift, bequest, distribution, mortgage, pledge, grant, hypothecation or other transfer, either voluntarily or involuntarily, by judicial order, operation of law or otherwise.

1.10. **“Dissociated Member”** shall mean and refer to any Member who ceases to be a Member in the Company by reason of the occurrence of an Event of Dissociation with respect to such Member.

1.11. **“Dissociation” or “Event of Dissociation”** shall mean and refer to any event or other action that causes a Member to cease to be a Member as provided herein.

1.12. **“Event of Dissolution”** shall mean and refer to any event, the occurrence of which will result in the dissolution of the Company as provided in this Agreement, unless the Members agree to the contrary in the manner set forth herein.

1.13. **“Effective Date”** shall mean and refer to the later of (a) the date on which the Articles of Organization are filed with and accepted by the Arkansas Secretary of State, or (b) the effective date, if any, indicated in the Articles of Organization. This Agreement shall become effective as of such Effective Date.

1.14. **“Fair Market Value”** shall mean and refer to the price at which the property would change hands between a willing buyer and willing seller, neither under any compulsion to buy or sell, and both having reasonable knowledge of the relevant facts. The Fair Market Value of a Membership Interest shall be determined taking into account all factors relevant for determining under §§2031 and 2512 of the Code the fair market value of a closely-held interest having the rights and restrictions provided under this Agreement and applicable Arkansas law including, but not limited to, the restrictions upon withdrawal before the end of the term of the Company. In the event it becomes necessary to determine the Fair Market Value of any property (including an ownership interest in the Company) the Fair Market Value of the property shall be determined by agreement of the parties involved, or in the absence of such agreement, by an individual appraiser or appraisal firm mutually acceptable to such parties. In the event the parties involved are unable to agree on the individual appraiser or firm to perform the valuation, each party shall select an appraiser, and such appraisers shall first attempt to jointly determine the Fair Market Value of the property (including an ownership interest in the Company) by mutual agreement, but if they are unable to agree on such valuation, such appraisers shall select a third appraiser, and the Fair Market Value shall be determined by the average of the two (2) closest appraisals. Any valuation so determined shall be binding and conclusive on the parties absent manifest error. The cost of any such appraisal(s) shall be borne, in the case of a valuation of a Membership Interest, equally by the seller and the purchaser, and in the case of a valuation of any Company property, equally by each individual Member or group of Members having conflicting interests in such appraisal.

1.15. **“Majority in Interest of the Members”** shall mean and refer to any Member (or group of Members), whose Sharing Ratio(s) exceed(s) fifty percent (50%), individually or in the aggregate.

1.16. **“Majority in Interest of the Remaining Members”** shall mean and refer to any Remaining Member (or group of Remaining Members) whose Sharing Ratio(s) exceed(s) fifty percent (50%) of the Sharing Ratios of all Remaining Members, individually or in the aggregate.

1.17. **“Manager or Managers”** shall mean the person(s) or entity selected to manage the affairs of the Company under the Agreement.

1.18. **“Members”** shall mean and refer to the persons, trusts or entities listed as such on Exhibit A hereto, and such other persons, trusts or entities hereafter admitted to the Company as Members in accordance with the terms of this Agreement. The term “Member” shall mean and refer to any of the Members, individually.

1.19. **“Membership Interest”** shall mean and refer to a Member’s ownership interest and rights in the Company as a Member. Membership Interests may be represented by units which are evidenced by certificates of interest.

1.20. **“Net Income” and “Net Loss”** for any period shall mean and refer to the Company’s income or loss as determined for such period for federal income tax reporting purposes, plus any income exempt from federal income tax, and reduced by any expenditures that are neither deductible nor chargeable to a capital account for federal income tax purposes.

1.21. **“Non-Fully Funding Member”** shall mean and refer to any Member that fails to fully fund such Member’s pro rata share of any call for additional capital by the Company as set forth herein.

1.22. **“Remaining Members”** shall mean and refer to the Members who would be remaining after the occurrence of an Event of Dissociation with respect to another Member or Members. The term “Remaining Member” shall mean and refer to any of the Remaining Members, individually.

1.23. **“Sharing Ratio”** shall mean and refer to each respective Member’s ownership interest in the Company expressed as a percentage. If the Membership Interests are represented by units, the Sharing Ratio shall be determined by dividing (a) the number of units owned by the Member by (b) the total number of units issued and outstanding. The Sharing Ratio for each Member is set forth opposite such Member’s name on Exhibit A hereto.

ARTICLE II
ORGANIZATION

2.1. **Formation.** The Members hereby organize the Company as a limited liability company pursuant to the terms of this Agreement, the provisions of the Act, and other applicable laws of the State of Arkansas.

2.2. **Articles of Organization.** The Articles of Organization are hereby ratified and confirmed in all respects as the Articles of Organization of the Company.

2.3. **Name.** The name of the Company shall be MEDUCARE TRANSPORT, LLC, and all business of the Company shall be conducted under this name and/or such other names approved

in writing by a Majority in Interest of the Members. The name of the Company may be changed from time to time by the affirmative vote of a Majority in Interest of the Members.

2.4. **Purpose.** The primary purpose of the Company is to provide for the delivery and transportation of persons and property to destinations within or outside the State of Arkansas. The Company may also engage in any other lawful business or activity incidental to its primary purpose or as approved by a Majority in Interest of the Members.

2.5. **Powers.** The Company shall have all the powers conferred by applicable law upon limited liability companies, including the power and authority to do all things necessary or convenient to accomplish its purposes and to operate its business in any lawful manner.

2.6. **Registered Agent and Office.** The registered agent shall be The Corporation Company as shall be as set forth in the Articles of Organization. The registered agent and/or registered office of the Company may be changed from time to time by the affirmative vote of a Majority in Interest of the Members, and any such change shall be promptly reflected in an appropriate filing with the Arkansas Secretary of State. In the event the registered agent becomes unable or unwilling to serve as registered agent, and/or the registered office of the Company changes, the Members shall promptly designate a successor registered agent and/or registered office, as the case may be, and shall promptly reflect such change of registered agent and/or office through an appropriate filing with the Arkansas Secretary of State.

2.7. **Principal Office.** The principal office of the Company shall be located at 425 West Capitol Avenue, Suite 1700, Little Rock, Arkansas 72201, or at such other place approved from time to time by a Majority in Interest of the Members.

2.8. **Operating Agreement.** The Members hereby adopt this Agreement, as it may from time to time be amended according to its terms, as the Operating Agreement of the Company. In the event any terms of this Agreement conflict with the provisions of the Act, the terms of this Agreement shall govern and control, to the extent permissible under the Act. To the extent any provision of this Agreement is prohibited or ineffective under the Act, this Agreement shall be considered amended to the smallest degree possible in order to make such provision effective under the Act.

ARTICLE III
TERM

The Company shall be dissolved and its affairs wound up in accordance with the Act and this Agreement on December 31, 2040, unless such term shall be extended by amendment to this Agreement, or unless the Company shall be sooner dissolved and its affairs wound up in accordance with the Act and this Agreement (hereinafter sometimes referred to herein as the “Term”).

ARTICLE IV
RIGHTS, OBLIGATIONS AND DUTIES OF MEMBERS

4.1. **Voting.** All Members (not including Assignees and Dissociated Members) shall be entitled to vote on any matter submitted to a vote of the Members. Voting rights shall be in accordance with the respective Sharing Ratios of the Members entitled to vote (i.e., in the event units are issued, voting rights shall be based upon the number of units owned by each Member). If a trust is a Member, then unless otherwise provided in such trust agreement, the trustee of such trust shall be entitled to vote on behalf of such trust; provided, if such trust has more than one trustee, then such vote shall be determined by a majority of the trustees of such trust.

4.2. **Majority Approval.** Whenever any matter is required or allowed to be approved by the Members under the Act or this Agreement, except as otherwise provided herein, such matter shall be considered approved or consented to upon the receipt of the affirmative approval or consent, either in writing or at a meeting of the Members, of a Majority in Interest of the Members. Assignees shall not be entitled to vote on any matter relating to the Company unless and until admitted as a Member.

4.3. **Unanimous Consent.** Notwithstanding the foregoing, the following actions shall require the unanimous consent of the Members (or Remaining Members, as the case may be):

(a) Any amendment to this Agreement unless a lesser percentage of Sharing Ratios is provided for herein; and

(b) The admission of any Assignee as a Member or a new or additional Member (except as otherwise allowed with respect to a Permitted Transferee).

4.4. **Liability of Members.** No Member shall be liable as such for any liabilities or other obligations of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on any Member for any liabilities or other obligations of the Company.

4.5. **Indemnification.**

(a) Each Member (the “Indemnifying Member”) shall indemnify and hold harmless the Company and each of the other Members from and against any and all claims, liabilities, obligations, costs and expenses (including reasonable attorney’s fees) incurred by or asserted against the Company and/or any of the other Members to the extent resulting from the gross negligence or willful misconduct of the Indemnifying Member or any action taken by such Indemnifying Member in breach of this Agreement.

(b) To the extent permitted by applicable law, the Company shall indemnify and hold harmless each Member from and against all claims, liabilities, obligations, costs and expenses (including reasonable attorney's fees), to the extent resulting from the good faith performance by such Member of duties and services for and on behalf of the Company; provided, however, the foregoing indemnity shall not apply to the extent the claim, liability, obligation, cost or expense results from any breach of this Agreement by such Member or is otherwise attributable to such Member's gross negligence or willful misconduct.

4.6. **Representations and Warranties.** Each Member hereby represents and warrants to the Company and each other Member as follows:

(a) If the Member is an entity, it is duly organized, validly existing, and in good standing under the laws of the state of its organization and that it has full organizational power to execute this Agreement and to perform its obligations hereunder.

(b) The execution, delivery and performance of this Agreement by the Member has been duly authorized by all necessary action on the part of such Member.

(c) This Agreement has been duly executed and delivered by such Member, constitutes the legal, valid and binding obligation of such Member, and is enforceable against such Member in accordance with its terms, except to the extent that such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights, or by general principles of equity.

(d) The execution, delivery or performance of this Agreement by such Member does not constitute a breach or default under any agreement or other instrument to which the Member is a party or by which it or any of its properties are bound or subject, and does not violate any judgment ruling, order, writ, injunction or decree applicable to such Member or any of such Member's properties.

(e) The execution, delivery or performance of this Agreement by such Member does not require the consent or approval of any third party pursuant to any agreement or other instrument to which the Member is a party or by which it or any of its properties are bound or subject.

(f) The Member is acquiring the Member's Membership Interest for the Member's own account for investment purposes and without an intent to resell or otherwise distribute such interest.

(g) The Member acknowledges that its Membership Interest has not been registered under the Securities Act of 1933 or any state securities laws, and may not be resold or

transferred by the Member without appropriate registration under applicable securities laws or the availability of an exemption from such registration requirements.

4.7. **Conflicts of Interest.**

(a) Unless otherwise approved by all of the Members, any transaction between the Company and any Member shall be effected in a manner consistent with the manner in which the transaction would be effected between the Company and an independent third party bargaining at ami's length. Prior to entering into any material transaction with a Member, the Company shall disclose the material terms of such transaction to all of the Members.

(b) Subject to the terms of any employment agreement or any other agreement between any Member and the Company, no Member shall, because of such Member's participation in the Company, (1) be prevented from engaging or participating in any other business or investment activity, whether or not the activity is competitive with the business of the Company or (2) be obligated or bound to offer or present to the Company, or any other Member, any business or investment opportunity as a prerequisite to the acquisition of, or an investment in, such activity.

(c) Notwithstanding the foregoing, no Member (or Dissociated Member) shall disclose to third parties, misappropriate or otherwise use to the detriment of the Company any trade secrets of the Company or other confidential nonpublic information concerning the Company.

4.8. **Withdrawal.** No Member shall have the right to withdraw from the Company by voluntary act without the consent of all the other Members.

ARTICLE V
MANAGEMENT

5.1. **Business Affairs.** The ordinary and usual decisions concerning the business affairs of the Company shall be made by the Officers. Management of the Company shall hereby be vestd in the following Officers of the Company:

Kevin Sheehan	President
J. Mack Nunn	Treasurer and Secretary

Such Officers shall have all requisite authority to bind the Company and each shall be considered an "authorized agent" for purposes of this Agreement.

5.2. **Term of Office of the Officers.** Each Officer shall be appointed by the Member(s) and shall serve at the pleasure of the Member(s) or the appointing Officers, as the case may be. All Officers, however appointed, may be removed with or without cause by the Member(s),

and any Officer appointed by another Officer may also be removed by the appointing officer with or without cause.

5.3. **Authority of Officers to Bind the Company.** The Member(s) hereby agree that only an Officer or authorized agent of the Company shall have the authority to bind the Company. No Member other than an Officer shall take any action as a Member to bind the Company, and any Officer shall indemnify the Company for any costs or damages incurred by the Company as a result of the unauthorized action of such Officer. An Officer shall have the power, on behalf of the Company, to do all things necessary or convenient to carry out the business and affairs of the Company.

5.4. **Actions of an Officer.** An Officer shall have the power to bind the Company as provided herein. No act of an Officer in contravention of the power of an Officer shall bind the Company to persons having knowledge of such authority. With respect to the act of an Officer for the purpose of apparently carrying on the normal business or affairs of the Company, no person dealing with the Company shall have any obligation to inquire into the power or authority of an Officer acting on behalf of the Company.

5.5. **Standard of Care.** A Member shall not be liable, responsible or accountable in damages or otherwise to the Company or the other Members for any action taken, or any failure to act, on behalf of the Company, except to the extent such act or failure to act constitutes a breach of this Agreement or otherwise constitutes gross negligence, willful misconduct, or a knowing violation of law. In discharging their duties, the Members shall be entitled to rely in good faith upon the records maintained by the Company and upon the advice of independent legal counsel, accountants and other professional experts as to matters reasonably believed to be within such other person's professional expertise.

5.6. **Removal of Officers.** An Officer may be removed by the affirmative vote of a Majority in Interest of the Members.

5.7. **Conflicts of Interest.**

(a) Unless otherwise approved by all of the Members, any transaction between the Company and an Officer shall be effected in a manner consistent with the manner in which the transaction would be effected between the Company and an independent third party bargaining at arm's length. Prior to entering into any material transaction with an Officer, the Company shall disclose the material terms of such transaction to all of the Members.

(b) Subject to the terms of any employment agreement or any other agreement between any Officer and the Company, no Officer shall, because of such Officer's employment or engagement by the Company, (1) be prevented from engaging or participating in any other business or investment activity, whether or not the activity is competitive with the business of the Company or

(2) be obligated or bound to offer or present to the Company, or any Member, any business or investment opportunity as a prerequisite to the acquisition of, or an investment in, such activity.

(c) Notwithstanding the foregoing, no Officer shall disclose to third parties, misappropriate or otherwise use to the detriment of the Company any trade secrets of the Company or other confidential nonpublic information concerning the Company.

ARTICLE VI
CONTRIBUTIONS AND CAPITAL ACCOUNTS

6.1. **Initial Capital Contributions.** Each Member shall make the capital contributions specified for that Member on Exhibit A, at the time and on the terms set forth on Exhibit A. Except as otherwise provided on Exhibit A, capital contributions shall be made in cash or by a check in a form mutually acceptable to the Members. If no specific time for a capital contribution is specified, the capital contributions shall be made upon the Effective Date, or at such other time mutually acceptable to the Members.

6.2. **Additional Capital Contributions.** In the event a Majority in Interest of the Members determines that additional capital is necessary to finance Company operations or is otherwise required to provide additional capitalization for the Company (over and above the capital contributions set forth on Exhibit A), each Member shall have the preemptive right to make such additional capital contributions in proportion to the Member's Sharing Ratio so as to enable each Member to maintain the same proportional ownership interest in the Company as existed immediately prior to such additional capital contributions. To the extent any Member (a "Non-Fully Funding Member") fails to make any such additional capital contribution within thirty (30) days after demand, the other Members shall be entitled to make the additional capital contribution in place of the Non-Fully Funding Member, to the extent of such shortfall, and in such event, the Membership Interests and Sharing Ratios of the Members shall be appropriately and equitably adjusted so as to reflect the actual aggregate capital contributions made to the Company by each Member. In the event more than one other Member desires to make such additional capital contribution in place of a Non-Fully Funding Member, such other Members shall be entitled to make such contributions on a pro rata basis in accordance with the ratio of each such Member's Sharing Ratio to the total Sharing Ratios of all Members making an additional capital contribution in the place of a Non-Fully Funding Member.

6.3. **Interest on Capital Contributions.** No Member shall be entitled to interest on capital contributions to the Company, or to withdraw any part of such Member's capital account, except as specifically provided herein.

6.4. **Capital Accounts.**

(a) Separate capital accounts shall be maintained for each Member in accordance with this Agreement and in a manner consistent with the applicable requirements of the Code and the regulations promulgated thereunder.

(b) Each Member's capital account shall be increased by:

(1) The amount of money and the Fair Market Value of property contributed by the Member to the Company, net of liabilities secured by such property, if any, and

(2) Allocations to the Member of income and gain as provided herein; and shall be decreased by:

(3) The amount of money and the Fair Market Value of property distributed to the Member, net of liabilities secured by such property, if any, and

(4) Allocations to the Member of loss and deduction as provided herein.

However, no Member's capital account shall be increased with respect to any gain, or decreased with respect to any loss, allocated to such Member with respect to the sale or exchange of any property of the Company to the extent such gain or loss was previously included in such capital account by reason of such capital account reflecting the Fair Market Value of the property at the time the property was contributed to the Company, or at the time the property was subject to a revaluation or capital account adjustment as provided herein.

(c) Upon the happening of any of the following events, the capital accounts of the Members shall be adjusted to reflect the gain or loss that would have been realized by the Company (and allocated to the Members in the manner provided herein) had the Company sold, immediately prior to the happening of such event, all of its assets for an amount equal to the Fair Market Value thereof:

(1) The acquisition from the Company of an additional Membership Interest by any new or existing Member in exchange for a capital contribution to the Company;

(2) The distribution of property of the Company as consideration for a Membership Interest; or

(3) The deemed termination of the Company for federal income tax purposes upon the sale or exchange of fifty percent (50%) or more of the total interest in Company capital and profits within a twelve (12) month period.

(d) Upon the distribution of any asset (other than cash) to a Member, the capital accounts of the Members shall be adjusted by the amount of gain or loss that would have been allocated to the Members if the Company had sold the asset at Fair Market Value.

(e) In the event of a sale or exchange of all or any part of a Member's Membership Interest in accordance with this Agreement, the capital account of the transferor shall become the capital account of the transferee to the extent relating to the portion of the Membership Interest so transferred.

6.5. **Compliance with § 704(b) of the Code.** The provisions of this Agreement regarding allocations and maintenance of capital accounts are intended to have substantial economic effect under § 704(b) of the Code and the regulations promulgated thereunder, and this Agreement shall be applied and construed in a manner consistent with such regulations, except that notwithstanding anything herein to the contrary, this Agreement shall not be applied or otherwise construed to create a capital account deficit restoration obligation or otherwise personally obligate any Member to make a capital contribution to the Company in excess of the capital contributions set forth on Exhibit A.

ARTICLE VII
ALLOCATIONS AND DISTRIBUTIONS

7.1. **General Allocation.** Except as otherwise provided herein, Net Income, Net Loss and other items of gain, loss, deduction and credit, for each taxable year of the Company, shall be allocated among the Members in accordance with their respective Sharing Ratios.

7.2. **Other Allocation Rules.**

(a) If the Sharing Ratios and/or Membership Interests change at any time during any taxable year, Net Income, Net Loss and other items of gain, loss, deduction and credit, shall be determined for each portion of that taxable year (1) beginning on the first day of such taxable year and ending on the date of the change and (2) beginning on the day immediately after the date of the change and ending on the last day of the taxable year, and such items shall be allocated among the Members for each such period based on the Sharing Ratios during that period.

(b) In the event any property is contributed to the Company in kind, any gain or loss recognized by the Company for income tax purposes that is required to be allocated among the Members in accordance with § 704(c) of the Code (so as to take into account the variation, if any, between the adjusted tax basis and the fair market value of the property at the time of its contribution to the Company) shall be allocated to the Members for income tax purposes in the manner required by § 704(c) of the Code and the regulations promulgated thereunder.

(c) Any gain or loss on the sale or exchange of any Company property which was previously subject to a revaluation or capital account adjustment as provided herein shall first be allocated to the Members consistent with the manner in which capital accounts were adjusted, and thereafter shall be allocated among the Members in accordance with their respective Sharing Ratios.

7.3. **Section 754 Adjustments.** To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to § 734(b) or § 743(b) of the Code and the regulations promulgated thereunder is required to be taken into account in determining capital accounts, the amount of such adjustment to the capital accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Members in a manner consistent with the manner in which their capital accounts are required to be adjusted pursuant to such regulations.

7.4. **Distributions.** Cash or other property of the Company (to the extent not reasonably required for future Company operations, debt service, capital expenditures, reserves for contingencies and the like) may be distributed to the Members at such times and in such amounts as determined from time to time by a Majority in Interest of the Members. Unless otherwise unanimously agreed by the Members, all distributions by the Company to the Members shall be made in accordance with the Members' respective Sharing Ratios. However, notwithstanding the foregoing, no distribution shall be declared and paid unless, after the distribution is made, the Fair Market Value of the assets of the Company is in excess of the liabilities of the Company.

ARTICLE VIII
DISPOSITION OF MEMBERSHIP INTERESTS

8.1. **Pledge or Other Encumbrance and Permitted Transfers.** No Member shall pledge, encumber, grant a security interest in, or otherwise cause or permit any lien to be placed against all or any portion of such Member's Membership Interest without first providing written notice thereof to each of the other Members; and provided further, as a condition thereto, such Member shall require the lender, secured party, or other lienholder to execute an estoppel agreement for the benefit of the Company and the other Members which provides that any Disposition of the Member's Interest so encumbered shall be subject to the terms and conditions of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, a Member may sell, assign or transfer to one or more Permitted Transferees, during lifetime or by transfer upon death by legacy, devise, bequest, or other testamentary or nontestamentary transfer, all or part of his or her interest in the Company and thereby constitute his or her Permitted Transferee a Member without the consent of the Company or the other Members; provided, as a condition thereto, such Permitted Transferee shall execute a copy of this Agreement and agree to be bound thereby.

8.2. **Transfer Restrictions.** Except as provided in Section 8.1, no Member shall make a Disposition of all or any part of the Member's Membership Interest, or right to distributions thereon, or enter into any contract with respect to the foregoing:

(a) If such Disposition, alone or when combined with other transactions, would result in a termination of the Company within the meaning of § 708 of the Code;

(b) If requested by the Members, without an opinion of counsel satisfactoiy to the Members that such assignment is subject to an effective registration under, or exempt from the registration requirements of, applicable federal and state securities laws;

(c) Unless and until the Company receives from the Assignee such information and agreements that the Members may reasonably require; and

(d) Without either (i) obtaining the prior written consent of each of the other Members or (ii) complying with each of the following terms and conditions:

(1) A Member proposing to make a Disposition of all or any part of the Member's Membership Interest shall provide written notice thereof to each of the other Members (which notice shall include all of the terms of the proposed Disposition, including the price and payment terms for any sale, the name and address of the proposed transferee, the percentage of the Member's Membership Interest to be transferred, and the date on which the proposed Disposition is to occur).

(2) For a period of thirty (30) days after the date said notice has been delivered to all of the other Members, the Company shall have the first option, and each of the other Members shall have the second option, to purchase the Membership Interest proposed to be transferred, upon the same terms and conditions (including price and payment terms) as contained in any bona fide offer to purchase such Membership Interest received by the transferor. In the absence of any such bona fide offer, the purchase price for such Membership Interest shall be the Fair Market Value thereof. The determination of whether the Company exercises the first option shall be made without participation of the transferor, and such determination shall require the vote of a Majority in Interest of the other Members.

(3) In the event the foregoing right of first refusal option is not completely exercised by the Company, then each of the Members (other than the transferor) shall have the option to purchase the remaining said Membership Interest as provided herein, on a pro rata basis in accordance with the ratio of (A) the Sharing Ratio of the Member desiring to exercise such purchase option to (B) the aggregate of all Sharing Ratios of all such other Members desiring to exercise such purchase option. In the event a Member does not fully exercise such Member's option, the remainder of said Membership Interest shall be offered to the Members who did fully exercise their options and are willing to purchase all or any part of the remaining said Membership Interest based

pro rata upon their Sharing Ratios (including said Membership Interest previously purchased herein) as determined only among such Members who previously purchased their full pro rata share. Any remaining said Membership Interest not so purchased thereafter shall continue to be proportionately divided in this manner among such Members who purchased their full pro rata share.

(4) In the event neither the Company nor any of the other Members exercise their respective options as provided herein, with regard to all of said Membership Interest, the transferor may make a bona fide Disposition to the prospective transferee of all of the said Membership Interest (or may retain all of the said Membership Interest), but only upon the same terms and conditions as provided in the notice provided hereinabove; provided, however, in the event the Disposition is not completed within ninety (90) days following the date said notice has been delivered to all of the other Members, no Disposition of said Membership Interest shall be made without first recomplying with the terms and conditions of this Agreement.

(5) As a condition to any such Disposition, the transferee shall be required to execute a counterpart to this Agreement agreeing to be bound by all the terms and conditions hereof, but no such transferee shall have any right to participate in the management of the business and affairs of the Company or to become a Member without the prior written consent of all other Members. Unless such transferee is admitted into the Company as a Member as provided herein, such transferee shall only be entitled to receive distributions and a return of capital, and to share in the profits and losses of the Company, attributable to the interest in the Company assigned to the transferee.

8.3. **Assignments of Distributive Rights.** A Member may, without first complying with Section 8.2, assign to any person, trust or entity all or any portion of the Member's right to receive distributions hereunder with the prior written consent of a Majority in Interest of the other Members. In addition, no such assignment shall be effective until the Company has first received a copy of the instrument of assignment, executed by both the assignor and the assignee of such distributive right. Once the assignment has been received by the Company, the Company may (but shall not be obligated to), without requesting further documentation from either the assignor or the assignee, remit directly to the named assignee all distributions to which the assignee may be entitled pursuant to the provisions of this Agreement and the assignment. So long as the party to whom such distributive share was remitted was either the assignor Member or the assignee named in the instrument of assignment, the Company shall be free from liability to any person, trust or entity if such distribution is received by a person, trust or entity not entitled thereto.

8.4. **Option to Purchase Upon Event of Dissociation.** Except as otherwise provided and allowed under this Agreement regarding transfers to Permitted Transferees, if any Event of Dissociation occurs with respect to any Member, then the Company, by vote of a Majority in Interest of the Remaining Members, or failing such vote, each of the Remaining Members, on a pro rata basis, in the manner described in Section 8.2(d)(3), shall have the option to purchase all of such Member's Membership Interest at Fair Market Value. Such option shall be exercisable for a period

of one hundred twenty (120) days following the date of the Event of Dissociation. In the event neither the Company nor any of the other Members exercise their respective options as provided herein, with regard to all of said Membership interest, the transferor may make a bona fide Disposition to the prospective transferee of all or any part of the said Membership Interest within ninety (90) days following the expiration of such option period herein; otherwise, no Disposition of said Membership Interest shall be made without first complying with the terms and conditions of this Agreement.

8.5. **Closing; Payment of Purchase Price.** In the event any option described in this Article VIII is exercised: (a) the closing shall take place at the principal office of the Company within thirty (30) days following the date on which the option is exercised, except with regard to a deceased Member's Membership Interest that is subject to probate, then such closing shall occur as soon as allowed pursuant to the administration of such deceased Member's estate, and (b) the purchase price shall be paid in accordance with the same terms and conditions as any bona fide third party offer received by the transferor (including, as near as possible, security terms), or, in the absence of any such bona fide third party offer, the purchase price shall be the Fair Market Value to be paid, as decided by the purchaser, in cash or by delivery of a promissory note in ordinary and customary form, payable with monthly interest at the prime rate of interest, as published in the *Wall Street Journal*, on the then outstanding principal balance, and in sixty (60) equal monthly installments of principal. Such interest and principal payments shall be made on the first business day of each month following closing. Such interest rate shall be adjusted on the first business day of each calendar quarter during the calendar year with the initial interest rate being the prime rate in effect for the calendar quarter of the closing. Such promissory note may be prepaid at any time without consent or penalty and shall be secured by the Membership Interest so acquired. The holder of any such promissory note shall have all of the rights and remedies of a secured creditor under the Arkansas Uniform Commercial Code. At the closing, the purchaser shall execute and deliver said promissory note, a security agreement in customary form, appropriate UCC financing statements and such other documents and instruments reasonably necessary in order to properly document the purchase of said Membership Interest upon the terms contained herein, and the seller shall execute and deliver a general warranty bill of sale and assignment and such other documents and instruments reasonably necessary in order to properly convey and transfer to the purchaser the Membership Interest to be transferred, free and clear of all liens, claims and encumbrances. In the event there are any governmental approvals or other third party consents required in connection with any such sale and transfer, the parties shall use commercially reasonable efforts to obtain such consents and approvals prior to the scheduled closing date, but if such consents and approvals have not been obtained by the scheduled closing date, either party may extend the closing date for a period not in excess of ninety (90) days in order to continue to attempt to obtain all such required consents and approvals.

8.6. **Restriction on Transfer of Assignee's and Dissociated Member's Interests.** The foregoing restriction on transfer shall also apply to any interest in the Company held by any Assignee

or Dissociated Member, and any Assignee or Dissociated Member shall comply with all of the terms and provisions set forth above prior to making any Disposition of any interest in the Company.

8.7. **Dispositions not in Compliance with this Article Void.** Any attempted Disposition of a Membership Interest, or any part thereof, not in compliance with this Agreement shall be null and void ab initio.

ARTICLE IX
DISSOCIATION OF A MEMBER

9.1. Events of Dissociation. A person, trust or entity shall cease to be a Member upon the happening of any of the following Events of Dissociation:

(a) The withdrawal of a Member by voluntary act with the consent of all the other Members;

(b) The removal of a Member (by a vote of a Majority in Interest of the Remaining Members) following such Member's Disposition of all of the Member's Membership Interest;

(c) Any Member (1) making an assignment for the benefit of creditors, (2) filing a voluntary petition in bankruptcy, (3) being adjudicated a bankrupt or insolvent, (4) filing a petition or answer seeking for the Member any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation (or filing any answer or other pleading admitting or failing to contest the material allegations of a petition filed against the Member in any such proceeding), or (5) seeking, consenting to or acquiescing in the appointment of a receiver or liquidator of the Member or of all or any substantial part of the Member's properties;

(d) The occurrence of any event described in Ark. Code Ann. § 4-32-802(a)(5);

(e) In the case of a Member who is a natural person:

(1) the death of the Member;

(2) the entry of an order by a court of competent jurisdiction adjudicating the Member incompetent to manage the Member's person or estate, unless a duly appointed guardian or an attorney-in-fact fully authorized under a valid durable power of attorney is legally empowered to exercise the incompetent Member's rights under this Agreement.

(f) In the case of a Member who is a trust or is acting as a Member by virtue of being a trustee of a trust, the termination of the trust (but not merely the substitution of a new trustee);

(g) In the case of a Member that is a separate partnership, limited partnership, limited liability company or other organization other than a corporation, the dissolution and commencement of winding up of the separate entity or organization;

(h) In the case of a Member that is a corporation, the filing of a certificate of dissolution, or its equivalent, for the corporation or the revocation of its charter and the lapse of ninety (90) days after notice to the corporation without reinstatement of its charter; or

(i) In the case of an estate, the distribution by the fiduciary of the estate's entire interest in the Company.

9.2. **Rights of Dissociating Member.** In the event any Member dissociates prior to the expiration of the Term:

(a) If the Dissociation causes a dissolution and winding up of the Company pursuant to the terms of this Agreement, the Member shall be entitled to participate in the winding up of the Company to the same extent as any other Member, except that any distributions to which the Member would have been entitled shall be reduced by any damages sustained by the Company as a result of the dissolution and winding up; and

(b) If the Dissociation does not cause a dissolution and winding up of the Company under this Agreement, the Member shall become a Dissociated Member, shall no longer have any right to participate in the management or affairs of the Company, and shall be entitled only to receive distributions from the Company in accordance with the Dissociated Member's Sharing Ratio, when and if distributions are made by the Remaining Members in the manner set forth herein.

ARTICLE X
ADMISSION OF ASSIGNEES AND ADDITIONAL MEMBERS

10.1. **Admission of Additional Members.** Except as provided in Section 8.1 regarding transfers to Permitted Transferees, no new or additional Members shall be admitted to the Company as Members except upon the unanimous written consent of each Member; provided however, if any Member fails to make a capital contribution to the Company upon a capital call as provided herein, the Company may admit a new Member or Members without the consent of such Non-Fully Funding Member. In the event any new or additional person, trust or entity is admitted to the Company as a Member, the parties shall execute and deliver an amendment to this Agreement in mutually acceptable form setting forth: (a) the terms and conditions of the admission of the new Member to the Company; (b) the amount of the capital accounts, Sharing Ratios and Membership Interests of each Member; and (c) the agreement of all the Members to be bound by this Agreement, as amended by said amendment thereto.

10.2. **Rights of Assignees.** An Assignee has no right to participate in the management of the business and affairs of the Company or to become a Member. An Assignee is only entitled to receive the distributions and return of capital, and to be allocated the Net Profits and Net Losses attributable to the assigned Membership Interest, in accordance with the manner set forth herein.

10.3. **Admission of Substitute Members.** An Assignee shall be admitted as a substitute Member and succeed to all the rights of the Member who initially assigned the Membership Interest only with the approval of all of the Members. The Members may grant or withhold the approval of such admission for any reason, in their sole and absolute discretion. If so admitted, the substitute Member has all the rights and powers and is subject to all the restrictions and liabilities of the Member originally assigning the Membership Interest. The admission of a substitute Member, without more, shall not release the Member originally assigning the Membership Interest from any liability to the Company that existed prior to the assignment.

ARTICLE XI
DISSOLUTION AND WINDING UP

11.1. **Dissolution.** The Company shall be dissolved and its affairs wound up, upon the first to occur of the following events (which, unless the Members agree to continue the business, shall constitute Events of Dissolution):

(a) The expiration of the Term, unless the business of the Company is continued with the consent of a Majority in Interest of the Members; or

(b) The unanimous written consent of all of the Members.

11.2. **Effect of Dissolution.** Upon dissolution, the Company shall cease carrying on, as distinguished from the winding up of, the Company business, but the Company is not terminated, and the Company shall continue until the winding up of the affairs of the Company is completed and a certificate of dissolution has been filed with and accepted by the Arkansas Secretary of State, as required by the Act.

11.3. **Liquidation.** In the event of any such dissolution, the following procedure for liquidation shall apply:

(a) The Members shall proceed to wind up the affairs of the Company as promptly as practical and to liquidate its assets in a commercially reasonable, orderly and businesslike manner. The manner of the sale, liquidation or distribution of any property of the Company shall be determined by a Majority in Interest of the Members, provided such determination is made on a fair and equitable basis in accordance with their reasonable business judgment. In the event a Majority in Interest of the Members is unable to agree on the method of the liquidation of any property of the Company, the Company shall engage an independent investment banking firm or

independent auctioneer to market or auction the property of the Company either individually or as a going concern, and any Member shall be free to bid on Company property in connection with any such sale.

(b) Any gain or loss realized by the Company upon the sale of any of its assets shall be allocated to the Members in the manner set forth herein. To the extent that property is to be distributed in kind, (except as otherwise required by Subchapter K of the Internal Revenue Code and the Regulations thereunder) for purposes of allocating the basis of such property among the Members, such property shall be deemed to have been sold at Fair Market Value on the date of distribution, the gain or loss being recognized upon such deemed sale shall be allocated among the Members in the manner set forth herein, and the amount of the distribution shall be considered to be the Fair Market Value of the property.

(c) The proceeds of liquidation and all other property of the Company shall be applied and distributed as follows:

(1) First, to pay all bona fide liabilities, debts, and other obligations of the Company (unless any debt which encumbers property is to be distributed along with that property), including any expenses incurred in winding up the affairs of the Company, and to fund any reserve reasonably necessary in order to provide for the payment of any contingent liability.

(2) Second, to the Members in proportion to the positive balances, if any, in their respective capital accounts, until the capital accounts of all Members have been reduced to zero.

(3) Third, to the Members in accordance with their Sharing Ratios.

(d) The Members shall designate one or more Members to make, execute, assign, acknowledge and file, on behalf of the Company, all documents necessary or desirable to effect the dissolution, liquidation and winding up of the Company. Each Member, upon request, shall promptly execute, acknowledge and deliver all such documents, certificates and other instruments as shall be reasonably requested to effect the proper termination and dissolution of the Company.

11.4. **Winding Up and Certificate of Dissolution.** The winding up of the Company shall be completed when all debts, liabilities, and obligations of the Company have been paid and discharged (or transferred with the asset it encumbers) or reasonably adequate provision has been made therefor, and all of the remaining property and assets of the Company shall have been distributed to the Members. Upon completion of the winding up of the Company, a certificate of dissolution, containing the information required by the Act, shall be filed with the Arkansas Secretary of State as required by the Act.

ARTICLE XII
MEETINGS

Any Member may call a Company meeting by giving written notice thereof to each of the other Members at least five (5) Business Days prior to the date of such meeting. Notice of Company meetings shall be given in the manner provided herein and shall indicate the time, place, and general subject matter of the meeting. Attendance at any such meeting shall constitute a waiver of notice. Unless a different percentage is specifically provided herein, Company action shall require the affirmative vote (in person or by proxy) of a Majority in Interest of the Members. Any action which may be taken by the Company at a meeting may also be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by a Majority in Interest of the Members (or by such Members owning a different percentage interest in the Company as otherwise specifically provided in this Agreement). Members may participate in Company meetings by telephone.

ARTICLE XIII
TAXES

13.1. **Tax Matters Member.** The Members shall designate KEVIN SHEEHAN to be the *tax matters partner* of the Company pursuant to § 6231(a)(7) of the Code. Any Member who is designated *tax matters partner* may not take any action material to the Company or its Members and which is contemplated by §§ 6222 through 6233 of the Code without the consent of a Majority in Interest of the Members.

13.2. **Tax and Fiscal Year.** The tax and fiscal year of the Company shall be the calendar year, unless another year is required by the Code or the regulations thereunder.

13.3. **Elections.** Tax elections for and on behalf of the Company shall be subject to the approval of a Majority in Interest of the Members.

13.4. **Method of Accounting.** The Company shall utilize such permissible methods of accounting for tax and financial reporting purposes as determined by a Majority in Interest of the Members.

13.5. **Out** of **State Taxes.** To the extent that the laws of any state or other jurisdiction require, each Member will submit any and all necessary agreements accepting jurisdiction to such state and confirming the Member's agreement to make timely income tax payments to such state or other jurisdiction as required by applicable law.

ARTICLE XIV
ACCOUNTING AND RECORDS

14.1. **Bank Accounts.** All moneys and other funds of the Company shall be deposited in the name of the Company in an account or accounts at a bank or other financial institution acceptable to a Majority in Interest of the Members. The authorized signatories to such accounts shall include only such individuals authorized from time to time in writing by the Company. Company moneys and other funds shall be kept separated and segregated from the funds of each Member.

14.2. **Records to be Maintained.** The Company shall maintain the following records at its principal office:

(a) A current list of the full name and last known business address of each Member of the Company;

(b) A copy of the Articles of Organization and all amendments thereto, together with executed copies of any powers of attorney pursuant to which any such Articles of Organization or amendments have been executed;

(c) Copies of the Company's federal and state income tax returns and reports, if any, for the three most recent years;

(d) Copies of this Agreement, including all amendments thereto; and

(e) Any financial statements of the Company for the three most recent years.

14.3. **Inspection.** Upon reasonable request, a Member may, at the Member's own expense, inspect and copy during ordinary business hours any books or records of the Company, wherever located.

14.4. **Reports to Members.**

(a) The Company shall provide customary financial statements to the Members at least annually.

(b) The Company shall prepare and provide to the Members by the fifteenth (15th) day of the third (3rd) month following the end of the Company's taxable year all income tax informational returns required by the Code and the laws of any state.

14.5. **Capital Accounts.** The Company shall maintain a record of the capital account for each Member determined in accordance with this Agreement.

ARTICLE XV
ARBITRATION

Any dispute or controversy between the Members arising out of or otherwise relating to the Company or this Agreement shall be settled by arbitration to be held in Little Rock, Arkansas in accordance with the rules then in effect of the American Arbitration Association or its successor. The arbitrator may grant injunctions or other relief in such dispute or controversy, and the decision of the arbitrator shall be final, conclusive, and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court having jurisdiction, and the parties irrevocably consent to the jurisdiction of the state courts of Arkansas for this purpose.

ARTICLE XVI
MISCELLANEOUS PROVISIONS

16.1. **Assignment.** This Agreement and the rights, obligations and duties of the parties hereunder shall not be assignable or otherwise transferable except as specifically provided herein.

16.2. **Fees of Legal Counsel.** In the event any party to this Agreement shall employ legal counsel to protect its rights hereunder or to enforce any term or provision hereof, the party prevailing in any such action shall have the right to recover from the other party all of its reasonable attorneys' fees and expenses incurred in relation to such claims.

16.3. **Modification.** No term or provision contained herein may be modified, amended or waived except by written agreement or consent signed by the required number of Members as provided hereunder.

16.4. **Binding Effect and Benefit.** This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto, and. their respective heirs, executors, administrators, personal representatives, successors and permitted assigns. Otherwise, this Agreement shall not create any rights for the benefit of any third party.

16.5. **Headings and Captions.** Subject headings and captions are included for convenience purposes only and shall not affect the interpretation of this Agreement.

16.6. **Notice.** All notices, requests, demands and other communications permitted or required hereunder shall be in writing, and either (a) delivered in person, (b) sent by express mail or other overnight delivery service providing receipt of delivery, (c) mailed by certified or registered mail, postage prepaid, return receipt requested or (d) sent by telex, telegraph or other facsimile transmission to the Members at the addresses set forth on Exhibit A hereto or to such other address as a party may designate by notice. Any such notice or communication shall be effective upon receipt by the addressee.

16.7. **Severability.** If any portion of this Agreement is held invalid, illegal or unenforceable, such determination shall not impair the enforceability of the remaining terms and provisions contained herein, provided the purposes, intent and objects of this Agreement may be attained and achieved through the enforcement of such remaining terms and provisions.

16.8. **Waiver.** No waiver of a breach or violation of any provision of this Agreement shall operate or be construed as a waiver of any subsequent breach or limit or restrict any right or remedy otherwise available. Any waiver must be in writing.

16.9. **Rights and Remedies Cumulative.** The rights and remedies expressed herein are cumulative and not exclusive of any rights and remedies otherwise available.

16.10. **Gender and Number.** Throughout this Agreement, the masculine shall include the feminine and neuter and vice versa, and the singular shall include the plural and vice versa, as the context requires.

16.11. **Entire Agreement.** This document, together with the exhibits hereto, constitutes the entire agreement of the parties and supersedes any and all other prior agreements, oral or written, with respect to the subject matter contained herein. There are no representations, warranties, covenants or other agreements, oral or written, between the parties in connection with this transaction, other than those expressly set forth herein.

16.12. **Governing Law.** This Agreement shall be subject to and governed by the laws of the State of Arkansas.

16.13. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than one counterpart.

16.14. **Authority.** Each individual signing this Agreement in a representative capacity acknowledges and represents that he/she is duly authorized to execute this Agreement in such capacity in the name of, and on behalf of, the designated corporation, partnership, trust, or other entity.

16.15. **No Partnership Intended for Nontax Purposes.** The Members have formed the Company as a limited liability company under the Act and expressly do not intend hereby to form a partnership under either the Arkansas Uniform Partnership Act, the Arkansas Revised Limited Partnership Act or any similar law. The Members do not intend to be partners one to another, or partners to any third party. To the extent any Member, by word or action, represents to another person, trust or entity that any other Member is a partner or that the Company is a partnership, the Member making such wrongful representation shall be liable to any other Member who incurs

personal liability by reason of such wrongful representation. The Company shall, however, be treated as a partnership for federal and state income tax purposes.

16.16. **Rights of Third Parties.** This Agreement is entered into among the Company and the Members for the exclusive benefit of the Company, its Members, and their permitted successors and assigns. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other person, trust or entity. Except to the extent expressly required by applicable law, no such creditor or third party shall have any rights under this Agreement or any agreement between the Company and any Member with respect to any capital contribution or otherwise.

16.17. **No Partition.** Each of the Members, and any other person, trust or entity who shall become a Member, irrevocably waives any and all right that the Member may have to maintain any action for a partition with respect to his or her undivided interest in the property of the Company or to compel any sale thereof under any laws now existing or hereinafter enacted.

IN WITNESS WHEREOF, the undersigned Member has executed this Agreement effective as of the Effective Date.

ASCENT ACQUISITION CORPORATION, INC.

By: /s/ Kevin Sheehan
Kevin Sheehan, President

MEDUCARE TRANSPORT, LLC
EXHIBIT A

Names and Address of Members	Initial Capital Contributions	Membership Interests/Sharing Ratio
Ascent Acquisition Corporation 1701 Capital of Texas Highway South, Suite 400 Austin, TX 78746	$ 100	100%

MEDUCARE TRANSPORT, LLC

First Amendment to Operating Agreement

This First Amendment (the **"Amendment")** to the Operating Agreement of **MEDUCARE TRANSPORT, LLC,** an Arkansas limited liability company (the **"Company")**, is made as of July 19, 2006, by Ascent Acquisition Corporation, an Arkansas corporation (the **"Ascent Corporation")**.

WHEREAS, the Company was formed as a limited liability company under the Act 1003 of 1993 of the Arkansas General Assembly (Ark. Code Ann. § 4-32-101 et seq.), as amended;

WHEREAS, Danette Stewart and Michael Prince, a Virginia corporation (the **"Former Members")**, were the members of the Company at the time of formation of the Company;

WHEREAS, on the date hereof, the Former Members transferred and assigned to the Ascent Corporation all of their membership interests in the Company; and

WHEREAS, in connection with such transfer, the Ascent Corporation desires to amend the Operating Agreement of the Company, dated as of February 17, 1999 (the **"Agreement")**, as hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing, the Ascent Corporation hereby amends the Agreement as follows:

1. Amendments.

(a) Section 4.04(b) of the Agreement is hereby amended by deleting such section and replacing it with the following:

"To the extent permitted by applicable law, the Company shall indemnify and hold harmless each Member or authorized agent from and against all claims, liabilities, obligations, costs and expenses (including reasonable attorney's fees), to the extent resulting from the good faith performance by such Member or authorized agent of duties and services for and on behalf of the Company; provided, however, the foregoing shall not apply to the extent such claim, liability, obligation, cost or expense results from any breach of this Agreement by such Member or authorized agent or is otherwise attributable to the gross negligence or willful misconduct of such Member or authorized agent."

(b) Section 5.01 of the Agreement is hereby amended by deleting such section and replacing it with the following:

"5.01 Management Authority.

Management of the Company shall hereby be vested in the following officers of the Company:

Kevin Sheehan	President
J. Mack Nunn	Treasurer and Secretary

Such officers shall have all requisite authority to bind the Company and each shall be considered an "authorized agent" for purposes of this Agreement."

(c) Section 5.03 of the Agreement is hereby amended by deleting such section and replacing it with the following:

"5.03 Standard of Care.

A Member or authorized agent shall not be liable, responsible or accountable in damages or otherwise to the Company or the other Participants for any action taken, or any failure to act, on behalf of the Company, except to the extent such act or failure to act constitutes a breach of this Agreement or otherwise constitutes gross negligence, willful misconduct, or a knowing violation of law. In discharging any duties, a Member or authorized agent shall be entitle to rely in good faith upon the records maintained by the Company and upon the advice of independent legal counsel, accountants and other professional experts as to matters reasonably believed to be within such other person's professional expertise."

(d) Section 5.04 of the Agreement is hereby amended by deleting the words "[t]he Members agree among themselves that no Member shall, without first obtaining the prior written approval of a Majority in Interest of the Members:" and replacing such words with the following:

"The authorized agents agree that they or any one of them shall not, without first obtaining the approval of a Majority in Interest of the Members:"

(e) Exhibit A to the Agreement is hereby amended as set forth in Exhibit A attached hereto.

2. No Other Changes. Except as amended by this Amendment, the Agreement remains in full force and effect.

3. Effectiveness. This Amendment shall become effective as of the date first set forth above, upon execution hereof by the Ascent Corporation.

4. Governing Law. This Amendment is governed by and shall be construed in accordance with the laws of the state of Arkansas, exclusive of its conflict-of-laws principles.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date set forth above.

MEMBER:

ASCENT ACQUISITION CORPORATION

By: /s/ J. Mack Nunn
J. Mack Nunn
Treasurer and Secretary

EXHIBIT A
TO OPERATING AGREEMENT OF
MEDUCARE TRANSPORT, LLC

an Arkansas Limited Liability Company

Name / Address	Amount of Contribution	Sharing Ratio	Form of Contribution
Ascent Acquisition Corporation Attn: Chief Financial Officer 1705 Capital of Texas Highway South Suite 400 Austin, TX 78746	$ 100.00	100%	Cash

Exhibit 3.47

[SEAL]

OFFICE OF THE
PUBLIC REGULATION COMMISSION

CERTIFICATE OF INCORPORATION

OF

MEMORIAL HOSPITAL ACQUISITION CORPORATION

2246957

The Public Regulation Commission certifies that the Articles of Incorporation, duly signed and verified pursuant to the provisions of the:

BUSINESS CORPORATION ACT
(53-11-1 to 53-18-12 NMSA 1978)
have been received by it & are found to conform to law.

Accordingly, by virtue of the authority vested in it by law, the Public Regulation Commission issues this Certificate of Incorporation & attaches hereto, a duplicate of the Articles of Incorporation.

Dated: APRIL 24, 2002

In testimony whereof, the Public Regulation Commission of the State of New Mexico has caused this certificate to be signed by its Chairman and the seal of said Commission to affixed at the City of Santa Fe.

/s/ [Illegible Signature]
Chairman

/s/ [Illegible Signature]
Bureau Chief

2246957

ARTICLES OF INCORPORATION
OF
MEMORIAL HOSPITAL ACQUISITION

ARTICLE ONE
Name, Duration, and Character of Business

The name of the corporation is Memorial Hospital Acquisition Corporation. The duration of the corporation shall be perpetual. The purpose for which this Corporation is organized is to provide behavioral healthcare and educational services and to transact any and all lawful business for which corporations may be incorporated under the laws of the State of New Mexico, as may be amended from time to time.

ARTICLE TWO
Authorized Shares

The corporation shall have authority to be exercised by the Board of Directors to issue not more than one hundred thousand (100,000) shares of capital stock, par value $1.00 per share, all of which shall be designated "Common Stock." The Common Stock shall have unlimited voting rights and shall be entitled to receive the net assets of the corporation upon dissolution.

ARTICLE THREE
Registered Office and Agent

The registered office of the corporation, at the time of this filing, is located at C T Corporation System, 123 East Marcy, Santa Fe, New Mexico 87501. The registered agent of the corporation at its registered office, at the time of this filing, is CT Corporation System.

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APR 24 2002
NM PUBLIC REG. COMM.
CORPORATION BUREAU

ARTICLE FOUR
Incorporator

The name and address of the incorporator is as follows: J. Mack Nunn; 1705 Capital of Texas Highway South, Suite 500; Austin, Texas 78746.

ARTICLE FIVE
Limitation of Director Liability

6.1 A director of the corporation shall not be liable to the corporation or its shareholders for monetary damages for any action taken, or for any failure to take any action, as a director, except liability (i) for any appropriation, in violation of his duties, of any business opportunity of the corporation, (ii) for acts or omissions which involve intentional misconduct or a knowing violation of the law, (iii) of the types set forth in § 53-11-46 of the New Mexico Code, or (iv) for any transaction from which the director received an improper personal benefit.

6.2 Any repeal or modification of the provisions of this Article by the shareholders of the corporation shall be prospective only, and shall not adversely affect any limitation on the liability of a director of the corporation with respect to any act or omission prior to the effective date of such repeal or modification.

6.3 If the New Mexico Code is hereafter amended to authorize the further elimination or limitation of the liability of the directors, then the liability of a director of the corporation, in addition to the limitation on liability herein, shall be limited to the fullest extent permitted by the New Mexico Code, as so amended.

6.4 In the event that any of the provisions of this Article (including any provision within a single sentence) is held by a court of competent jurisdiction to be invalid, valid or otherwise

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CORPORATION BUREAU

unenforceable, the remaining provisions are severable and shall remain enforceable to the fullest extent permitted by law.

ARTICLE SIX
Constituency Considerations

In discharging the duties of their respective positions and in determining what is believed to be in the best interests of the corporation, the Board of Directors, committees of the Board of Directors, and individual directors, in addition to considering the effects of any action on the corporation or its shareholders, may consider the interests of the employees, customers, suppliers, and creditors of the corporation and its subsidiaries, the communities in which offices or other establishments of the corporation and its subsidiaries are located, and all other factors such directors consider pertinent; provided, however, that this article shall be deemed solely to grant discretionary authority to the directors and shall not be deemed to provide to any constituency any right to be considered.

ARTICLE SEVEN
Board of Directors

The Board of Directors, at the time of this filing, consists of one member whose name and address is as follows: Kevin P. Sheehan, 1705 Capital of Texas Highway South, Fifth Floor, Austin, Texas 78746, who shall serve until a successor is elected and qualifies.

ARTICLE EIGHT
Shareholder Action by Less than Unanimous Written Consent

Any action that is required or permitted to be taken at a meeting of the shareholders may be

taken without a meeting if the action is taken by persons who would be entitled to vote at a meeting shares having voting power to cast not less than the minimum number (or numbers, in the case of voting by groups) of votes that would be necessary to authorize or take such action at a meeting at which all shareholders entitled to vote were present and voted. The action must be evidenced by one or more written consents describing the action taken, signed by shareholders entitled to take action without a meeting and delivered to the corporation for inclusion in the minutes or filing with the corporate records.

In witness whereof, the undersigned has caused these Articles of Incorporation to be duly executed as of the 23 day of April, 2002.

/s/ J. Mack Nunn
J. Mack Nunn
Incorporator

AFFIDAVIT OF ACCEPTANCE OF APPOINTMENT
BY DESIGNATED INITIAL REGISTERED AGENT

TO: THE STATE CORPORATION COMMISSION
STATE OF NEW MEXICO

STATE OF Texas

COUNTY OF Harris

On this 23rd day of April , 19 2002 before me a Notary Public in and for the State and County aforesaid, personally appeared William C. Bradford, Jr.,who is to me known to be the person and who acknowledged to me that the undersigned individual or corporate entity does hereby accepts the appointment as the Initial Registered Agent of Memorial Hospital Acquisition Corporation the corporation which is named in the annexed Articles of Incorporation, and which is applying for a Certificate of Incorporation pursuant to the provisions of the Business Corporation Act of the State of New Mexico.

1)_____
Registered Agent's Signature (As An Individual Resident)
OR

2) CT Corporation System
Registered Agent's Corporate Name As A Corporation

By /s/ William C. Bradford, Jr.
Signature of Agent's President/Vice President
William C. Bradford, Jr.

[Notary Seal]
(NOTARY SEAL)

/s/ Brandi M. Ford
NOTARY PUBLIC

My Commission Expires: July 30, 2003

Exhibit 3.48

MEMORIAL HOSPITAL ACQUISITION CORPORATION

BYLAWS

Adopted as of April 24, 2002

Corporate Bylaws

Article I. Definitions

1.01 Code

The Code means the applicable titles, parts, chapters, sections, and other divisions of the state of incorporation's statutory scheme governing the formation and operation of corporations.

1.02 Record Date

Record Date means the date established under the Code on which the corporation determines the identity of its shareholders and their shareholdings. Such determination shall be made as of the close of business on the record date unless another time for doing so is specified when the record date is fixed.

1.03 Voting Group

Voting Group means all shares of one or more classes or series that under the articles of incorporation or the Code are entitled to vote and be counted together collectively on a matter at a meeting of the shareholders. All shares entitled by the articles of incorporation or the Code to vote generally on the matter are for that purpose a single voting group.

1.04 Corporation

Corporation includes any domestic or foreign predecessor entity of the corporation in a merger or other transaction in which the predecessor's existence ceased upon consummation of the transaction.

1.05 Director or Officer

Director or Officer means an individual who is or was (i) a member of the Board of Directors, (ii) an individual elected or appointed by the Board of Directors to serve as an officer, or (iii) a member of any duly constituted Committee of the Board of Directors. "Director" or "officer" includes, unless the context otherwise requires, the estate or personal representative of a director or officer.

1.06 Disinterested Director or Officer

"Disinterested Director" or "Disinterested Officer" means a director or officer who, with respect to a determination of the authorization or non-authorization of an expense advancement or of indemnification, is neither:

(i) the individual whose indemnification or expense advancement is the subject of the decision being made; nor

(ii) An individual having a familial, financial, professional, or employment relationship with the person whose indemnification or advance for expenses is the subject of the decision being made with respect to the proceeding, which relationship would, in the circumstances, reasonably be expected to exert an influence on the director's or officer's judgment when voting on the decision being made.

1.07 Liability

Liability means the obligation to pay a judgment, settlement, penalty, fine (including an excise tax assessed with respect to an employee benefit plan), or reasonable expenses incurred with respect to a

proceeding.

1.08 Official Capacity

When used with respect to a director, Official Capacity means the office of director in the corporation. When used with respect to an officer, Official Capacity means the office in the corporation held by the officer. Official capacity does not Include service for any other domestic or foreign corporation or any partnership, joint venture, trust, employee benefit plan, or other entity.

1.09 Party

Party includes an individual who was, is, or is threatened to be made a named defendant or respondent in a proceeding.

1.10 Proceeding

Proceeding means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitrative, or investigative and whether formal or informal.

Article II. Offices and Agents

2.01 Registered Office and Agent

The corporation shall maintain a registered office and have a registered agent, whose business office address is identical to that of the registered office, in its state of incorporation and in each state in which the corporation is qualified to do business.

2.02 Other Offices

In addition to its registered office, the corporation may have offices at any other place or places, within or without the state of incorporation, as the Board of Directors may from time to time select or as the business of the corporation may require or make desirable.

Article III. Meetings of the Shareholders

3.01 Annual Meetings

An annual meeting of the shareholders shall be held for the election of directors at such date, time, and place, either within or without the state of incorporation, as may be designated by resolution of the Board of Directors from time to time. Such resolution shall designate the date, time, and place of the meeting. Any other proper business may be transacted at the annual meeting. If an annual meeting is not held as provided in this bylaw, any business, including the election of directors, that might properly have been acted upon at that meeting may be acted upon at a special meeting in lieu of the annual meeting held pursuant to these bylaws or held pursuant to a court order.

3.02 Special Meetings

Special meetings of the shareholders may be called for any purpose or purposes at any time by the Board of Directors, or by the President of the corporation, or by a Committee of the Board of Directors that has been duly designated and authorized by resolution of the Board of Directors to call such meetings. In addition, the Board of Directors shall call such a meeting upon the written request of shareholders holding

at least twenty percent (20%) of all the votes entitled to be cast on the issue or issues proposed to be considered at the requested special meeting.

3.03 Quorum

With respect to shares entitled to vote as a separate voting group on a matter at a meeting of shareholders, the presence, in person or by proxy, of a majority of the votes entitled to be cast on the matter by the voting group shall constitute a quorum of that voting group for action on that matter unless the articles of incorporation or the Code provide otherwise. Once a share is represented for any purpose at a meeting, other than solely to object to holding the meeting or to transacting business at the meeting, it is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of the meeting unless a new record date is or must be set for the adjourned meeting pursuant to the bylaw governing the fixing of the record date with regard to shareholder action.

3.04 Adjournment and Reconvention

Whether or not a quorum is present to organize a meeting, any meeting of shareholders may be adjourned by the holders of a majority of the voting shares represented at the meeting to reconvene at a specific time and place, but no later than 120 days after the date fixed for the original meeting unless the requirements of the Code concerning the selection of a new record date have been met. At any reconvened meeting within that time period, any business may be transacted that could have been transacted at the meeting that was adjourned.

3.05 Presiding Officer

The Chief Executive Officer shall serve as the Presiding Officer of every meeting of shareholders unless another person is elected by the shareholders to serve as Presiding Officer at the meeting. The Presiding Officer shall appoint any persons he deems required to assist with the meeting.

3.06 Vote Required for Action

If a quorum exists, action on a matter (other than the election of directors) by a voting group is approved if the votes cast within the voting group favoring the action exceed the votes cast opposing the action, unless the articles of incorporation, provisions of these bylaws validly adopted by the shareholders, or the Code requires a greater number of affirmative votes. If the articles of incorporation or the Code provide for voting by two or more voting groups on a matter, action on that matter is taken only when voted upon by each of those voting groups counted separately. Action may be taken by one voting group on a matter even though no action is taken by another voting group entitled to vote on the matter. With regard to the election of directors, unless otherwise provided in the articles of incorporation, if a quorum exists, action on the election of directors is taken by a plurality of the votes cast by the shares entitled to vote in the election.

3.07 Shares Held by Another Corporation

Shares standing in the name of another corporation, domestic or foreign, may be voted by such officer, agent, or proxy as the by-laws of such other corporation may prescribe, or, in the absence of such a provision, as the board of directors of such other corporation may determine.

3.08 Method of Voting Shares

Unless the articles of incorporation or the Code provide otherwise, each outstanding share having voting rights shall be entitled to one vote on each matter submitted to a vote at a meeting of the shareholders. Voting on all matters shall be by voice vote or by show of hands unless any qualified voter, prior to the voting on any matter, demands vote by ballot, in which case each ballot shall state the name of the shareholder voting and the number of shares voted by him, and if the ballot be cast by proxy, it shall

also state the name of the proxy.

3.09 Proxies

A shareholder entitled to vote on a matter may vote in person or by proxy pursuant to an appointment of proxy executed in writing by the shareholder or by his attorney-in-fact. An appointment of proxy shall be valid for only one meeting to be specified therein, and any adjournments of such meeting, but shall not be valid for more than eleven months unless expressly provided therein. Appointments of proxy shall be dated and filed with the records of the meeting to which they relate. If the validity of any appointment of proxy is questioned, it must be submitted to the secretary of the meeting of shareholders for examination or to a proxy officer or committee appointed by the meeting's presiding officer. The secretary of the meeting or, if appointed, the proxy officer or committee, shall determine the validity or invalidity of any appointment of proxy submitted for examination. Reference in the minutes of the meeting by the secretary or, if appointed, the proxy officer or committee, as to the regularity of an appointment of proxy shall be received as prima facie evidence of the facts stated for the purpose of establishing the presence of a quorum at the meeting and for all other purposes.

3.10 Action Without a Meeting

Any action required or permitted to be taken at a meeting of the shareholders, may be taken without a meeting if the action is taken by all shareholders entitled to vote on the action. Or, if allowed by the articles of incorporation, such action may be taken without a meeting by persons who would be entitled to vote shares having voting power to cast not less than the minimum number (or numbers, in the case of voting by groups) of votes that would be necessary to authorize or take the action at a meeting at which all shareholders entitled to vote were present and voted. The action without a meeting must be evidenced by one or more written consents describing the action taken, signed by shareholders entitled to take action without a meeting, and delivered to the corporation for inclusion in the minutes or filing with the corporate records. The corporation shall give written notice of actions so taken.

3.11 Notice

Unless waived as contemplated in these bylaws, a notice of each meeting of shareholders, stating the date, time, and place of the meeting shall be given not less than ten (10) days nor more than sixty (60) days before the date thereof, to each shareholder entitled to vote at that meeting. In the case of an annual meeting, the notice need not state the purpose or purposes of the meeting unless the articles of incorporation or the Code requires otherwise. In the case of a special meeting, including a special meeting in lieu of an annual meeting, the notice of meeting shall state the purpose or purposes for which the meeting is called.

Article IV. Board of Directors

4.01 Powers

All corporate powers, which are lawful and do not violate any legal agreement among shareholders and which are not prohibited by the articles of incorporation or these bylaws, shall be exercised by or under the authority of, and the business and affairs of the corporation shall be managed under, the direction of the Board of Directors. The Board of Directors may, by resolution, vote any shares of stock owned by the corporation. Also, the Board of Directors from time to time in its discretion may authorize or declare distributions or share dividends in accordance with the Code.

4.02 Number

The number and composition of the corporation's Board of Directors shall initially be that which is specified in the articles of incorporation. If the articles of incorporation do not specify the number and composition of the Board of Directors, then the Board of Director's shall consist of one member, the Chief Executive Officer of the corporation. Thereafter, the number and composition of the Board of Directors may be changed from time to time by an action of the shareholders.

4.03 Election

Except as provided for in the bylaw addressing vacancies in the Board of Directors, the Directors shall be elected by a vote of the shareholders at each annual meeting of shareholders or special meeting in lieu of the annual meeting.

4.04 Term of Office

Except in the case of death, written resignation, retirement, disqualification, or removal, each director shall serve until the next succeeding annual meeting or special meeting in lieu of an annual meeting and thereafter until his successor is elected and qualifies or until the number of directors is decreased.

4.05 Removal

One or more directors may be removed from office with or without cause by the shareholders by a majority of the votes entitled to be cast. If the director was elected by a voting group, only the shareholders of that voting group may participate in the vote to remove him. Removal action may be taken at any meeting of shareholders with respect to which the notice stated that the purpose, or one of the purposes, of the meeting is removal of the director, and a removed director's successor may be elected at the same meeting.

4.06 Vacancies

A vacancy occurring in the Board of Directors, other than by reason of an increase in the number of directors, shall be filled for the unexpired term by the first to take action of (a) the shareholders or (b) the Board of Directors, and if the directors remaining in office constitute fewer than a quorum of the Board of Directors, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office. If the vacant office was held by a director elected by a voting group, only the holders of shares of that voting group or the remaining directors elected by that voting group are entitled to vote to fill the vacancy. A vacancy occurring in the Board of Directors by reason of an increase in the number of directors shall be filled in like manner as any other vacancy, but, if filled by action of the Board of Directors, shall only be for a term of office continuing until the next election of directors by the shareholders and until the election and qualification of a successor.

4.07 Committees

The Board of Directors, by resolution, may designate from among its members an executive committee and one or more other committees, each consisting of one or more directors all of whom serve at the pleasure of the Board of Directors. Except as limited by the Code, each committee shall have the authority set forth in the resolution establishing the committee. The provisions of these bylaws as to the Board of Directors and its deliberations shall be applicable to any committee of the Board of Directors. All decisions and actions of any committee created by these bylaws or resulting from the authority granted by these bylaws, shall be subject to the discretionary review and approval of the Board of Directors.

4.08 Compensation

Unless the articles of incorporation provide otherwise, the Board of Directors may determine from time to time the compensation, if any, directors may receive for their services as directors. A director may also serve the corporation in a capacity other than that of director and receive compensation, as determined by the Board of Directors, for services rendered in such other capacity.

Article V. Meetings of the Board of Directors

5.01 Regular Meetings

Regular meetings of the Board of Directors shall be held immediately after the annual meeting of shareholders or a special meeting in lieu of the annual meeting. In addition, the Board of Directors may schedule other meetings to occur at regular intervals throughout the year.

5.02 Special Meetings

Special meetings of the Board of Directors may be called by or at the request of the Chief Executive Officer of the corporation, by the sole director of the board or, if the board consists of more than one director, by any two directors in office at that time.

5.03 Quorums

Unless a greater number is required by the articles of incorporation, these bylaws, or the Code, a quorum of the Board of Directors consists of a majority of the total number of directors.

5.04 Adjournments

Whether or not a quorum is present to organize a meeting, any meeting of directors (including an adjourned meeting) may be adjourned by a majority of the directors present to reconvene at a specific time and place. At any reconvened meeting, any business may be transacted that could have been transacted at the meeting that was adjourned. It shall not be necessary to give any notice of the reconvened meeting or of the business to be transacted, if the date, time and place of the reconvened meeting are announced at the meeting that was adjourned.

5.05 Action Without a Meeting

Unless the Code, the articles of incorporation, or these bylaws provide otherwise, any action required or permitted to be taken at any meeting of the Board of Directors, or any action that may be taken at a meeting of an authorized committee of the Board of Directors, may be taken without a meeting if the action is taken by all the members of the Board of Directors (or of the committee, as the case may be). The action must be evidenced by one or more written consents describing the action taken, signed by each director (or each director serving on the committee, as the case may be), and delivered to the corporation for inclusion in the minutes or filing with the corporate records.

5.06 Meetings by Telephone

Any or all directors may participate in a meeting of the Board of Directors, and members of an authorized committee of the Board of Directors may participate in a meeting of the committee (as the case may be), through the use of any means of communication by which all directors participating may simultaneously hear each other during the meeting.

5.07 Place of Meetings

Directors may hold their meetings at any place within or without the state of incorporation, as the Board of Directors may from time to time establish for regular meetings or as set forth in the notice of special meetings or, in the event of a meeting held pursuant to waiver of notice, as set forth in the waiver.

5.08 Notice of Meetings

No notice shall be required for any regularly scheduled meeting of the directors. Unless waived as contemplated in these bylaws, each director shall be given at least five day's notice of each special meeting stating the date, time, and place of the meeting. It is not required that the purpose of a Directors' meeting be stated in any notice of such a meeting, whether the meeting is a regular or a special meeting.

5.09 Vote Required for Action

If a quorum is present when a vote is taken, the affirmative vote of a majority of directors present is the act of the Board of Directors unless the Code, the articles of incorporation, or these bylaws require the vote of a greater number of directors.

A director who is present at a meeting of the Board of Directors, or an authorized committee of the Board of Directors, when corporate action is taken is deemed to have assented to the action taken unless:

(i) he objects at the beginning of the meeting (or promptly upon his arrival) to holding the meeting or to transacting business at the meeting,

(ii) his dissent or abstention from the action taken is entered in the minutes of the meeting, or

(iii) he delivers written notice of his dissent or abstention to the presiding officer of the meeting before its adjournment or to the corporation immediately after adjournment of the meeting.

The right of dissent or abstention is not available to a director who votes in favor of the action taken.

Article VI. Shareholder and Director Notices

6.1 Delivery of Notice

Whenever these bylaws require notice to be given to any shareholder or director, the notice shall be given in accordance with this bylaw. Notice under these bylaws shall be in writing unless oral notice is reasonable under the circumstances. Any notice to directors may be written or oral. Notice may be communicated in person, by telephone, telegraph, teletype, other form of wire or wireless communication, or by mail or private carrier. If these forms of personal notice are impracticable, notice may be communicated by a newspaper of general circulation In the area where published, or by radio, television, or other form of public broadcast communication. Written notice to the shareholders, if in a comprehensible form, is effective when mailed, if mailed with first-class postage prepaid and correctly addressed to the shareholder's address shown in the corporation's current record of shareholders.

6.2 When Effective

Except as otherwise provided in this bylaw, written notice, if in a comprehensible form, is effective at the earliest of the following:

(i) when received or when delivered, properly addressed, to the addressee's last known principal place of business or residence;

(ii) five days after deposit in the mail, as evidenced by the postmark, if mailed with first-class postage prepaid and correctly addressed, or

(iii) on the date shown on the return receipt, if sent by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee.

Oral notice is effective when communicated if communicated in a comprehensible manner.

In calculating time periods for notice, when a period of time measured in days, weeks, months, years, or other measurement of time is prescribed for the exercise of any privilege or the discharge of any duty, the first day shall not be counted but the last day shall be counted.

6.3 Waiver

A shareholder or director may waive any notice before or after the date and time stated in the notice. Except as provided in this bylaw, the waiver must be in writing, be signed by the shareholder or director entitled to the notice, and be delivered to the corporation for inclusion in the minutes or filing with the corporate records.

A shareholder's attendance at a meeting (i) waives objection to lack of notice or defective notice of the meeting, unless the shareholder at the beginning of the meeting objects to holding the meeting or transacting business at the meeting; and (ii) waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the shareholder objects to considering the matter when it is presented.

A director's attendance at or participation in a meeting waives any required notice to him of the meeting unless the director at the beginning of the meeting (or promptly upon his arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Unless required by the Code, neither the business transacted nor the purpose of the meeting need be specified in the waiver.

6.4 Notice Following Adjournment

If notice of an adjourned meeting of the shareholders or of the directors was properly given, it shall not be necessary to give any notice of the reconvened meeting or of the business to be transacted, if the date, time and place of the reconvened meeting are announced at the meeting that was adjourned and before adjournment; provided, however, that if a new record date of shares is or must be fixed, notice of the reconvened meeting must be given to persons who are shareholders as of the new record date.

Article VII. Officers

7.01 Number

The officers of the corporation shall consist of a Board Chairman, a President, a Secretary, a Treasurer, and any other officers as may be appointed by the Board of Directors or by an other duly appointed officer pursuant to these bylaws. The Board of Directors shall from time to time create and

establish the duties of the other officers. Any two or more offices may be held by the same person.

7.02 Chairman of Board

The Chairman of the Board of Directors shall preside at all meetings of the Board of Directors and shall have authority to execute bonds, mortgages, and other contracts requiring a seal, under the seal of the corporation; to endorse, when sold, assigned, transferred, or otherwise disposed of by the corporation, all certificates or shares of stock, bonds, or other securities issued by other corporations, associations, trusts, whether public or private, or by any government agency thereof, and owned or held by the corporation, and to make, execute, and deliver all instruments or assignments of transfer of any such stocks, bonds, or other securities. The Chairman of the Board may, with the approval of the Board of Directors, or shall, at the direction of the Board of Directors, delegate any or all of such duties to the President.

7.03 President

The President shall be the Chief Executive Officer of the corporation and shall have general supervision of the business of the corporation. The President shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall perform such other duties as may from time to time be delegated by the Board of Directors. In the absence of the Chairman of the Board, the President shall have authority to do any and all things delegated to the Chairman of the Board of Directors.

7.04 Vice President

In the absence or disability of the President, or at the direction of the President, the Vice President, if any, shall perform the duties and exercise the powers of the President. If the corporation has more than one Vice President, the one designated by the Board of Directors shall act in lieu of the President. Vice Presidents shall perform whatever duties and have whatever powers the Board of Directors may from time to time assign.

7.05 Secretary

The Secretary shall be responsible for preparing minutes of the acts and proceedings of all meetings of the shareholders, the Board of Directors, and any Committees thereof. The Secretary shall have authority to give all notices required by the Code or these bylaws. The Secretary shall be responsible for the custody of the corporate books, records, contracts, and other documents. The Secretary may affix the corporate seal to any lawfully executed documents and shall sign any instruments as may require his or her signature. The Secretary shall authenticate records of the corporation. The Secretary shall perform whatever additional duties and have whatever additional powers the Board of Directors may from time to time assign. In the absence or disability of the Secretary or at the direction of the President, any assistant secretary may perform the duties and exercise the powers of the Secretary.

7.06 Treasurer

The Treasurer shall be responsible for the custody of all funds and securities belonging to the corporation and for the receipt, deposit, or disbursement of funds and securities under the direction of the Board of Directors. The Treasurer shall cause to be maintained full and true accounts of all receipts and disbursements and shall make reports of the same to the Board of Directors and the President upon request. The Treasurer shall perform all duties as may be assigned to him from time to time by the Board of Directors.

7.07 Appointment, Term, and Removal

All officers shall be appointed by the Board of Directors or by a duly appointed officer pursuant to these bylaws and shall serve at the pleasure of the Board of Directors or the appointing officers, as the case may be. All officers, however appointed, may be removed with or without cause by the Board of Directors, and any officer appointed by another officer may also be removed by the appointing officer with or without cause.

7.08 Compensation

The compensation of all officers of the corporation appointed by the Board of Directors shall be fixed by the Board of Directors.

7.09 Bonds

The Board of Directors may, by resolution, require any or all of the officers, agents, or employees of the corporation to give bonds to the corporation, with sufficient surety or sureties, conditioned on the faithful performance of the duties of their respective offices or positions, and to comply with any other conditions as from time to time may be required by the Board of Directors.

Article VIII. Indemnification

8.01 Basic Indemnification Arrangement

Except as provided in these bylaws, the corporation shall indemnify an individual who is a party to a proceeding because he or she is or was a director or officer against liability incurred in the proceeding if:

(i) Such Director or Officer conducted himself in good faith and reasonably believed:

(a) In the case of conduct in his or her official capacity, that such conduct was in the best interests of the corporation;

(b) In all other cases, that such conduct was at least not opposed to the best interests of the corporation; and

(c) In the case of any criminal proceeding, that the individual had no reasonable cause to believe such conduct was unlawful, or

(ii) Such Director's or Officer's conduct with respect to an employee benefit plan, which is the subject of the proceeding, was for a purpose he believed in good faith to be in the interests of the participants in and beneficiaries of the plan.

The termination of a proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent is not, of itself, determinative that the director or officer did not meet the requisite standard of conduct described in this bylaw.

The corporation may not Indemnify a director or officer under this Article:

(i) In connection with a proceeding by or in the right of the corporation, except for reasonable expenses incurred in connection with the proceeding if it is determined that the director or officer has met the requisite standard of conduct under this bylaw; or

(ii) In connection with any proceeding with respect to conduct for which he or she was adjudged liable on the basis that personal benefit was improperly received by him or her, whether or not involving action in his or her official capacity.

8.02 Advances for Expenses

The corporation may, before final disposition of a proceeding, advance funds to pay for or reimburse the reasonable expenses, including counsel fees, incurred by a director or officer who is a party to a proceeding because he or she is a director or officer if he or she delivers to the corporation:

(i) A written affirmation of his or her good faith belief that he or she has met the requisite standard of conduct described in the Basic Indemnification Arrangement bylaw or that the proceeding involves conduct for which such person's liability has been eliminated under the corporation's articles of incorporation; and

(ii) His or her written undertaking to repay any funds advanced if it is ultimately determined that the director or officer is not entitled to indemnification under this Article or the Code. This undertaking to repay must be an unlimited general obligation of the director or officer but need not be secured and may be accepted without reference to the financial ability of the director or officer to make repayment.

Authorizations for expense advancements shall be made:

(i) By the board of directors:

(a) by a majority vote of a quorum consisting of disinterested directors, or

(b) if such a quorum is not obtainable (or is obtainable and a majority vote of a quorum of disinterested directors so directs), by independent legal counsel in a written opinion; or

(ii) By a majority vote of the shareholders; however, shares owned or voted under the control of a director or officer who at the time does not qualify as a disinterested director or disinterested officer with respect to the proceeding may not be voted on the authorization.

8.03 Court-Ordered Indemnification and Advances for Expenses

A director or officer who is a party to a proceeding because he or she is a director or officer may apply for indemnification or advance for expenses to the court conducting the proceeding or to another court of competent jurisdiction. Pursuant to the Code, after receipt of an application and after giving any notice it considers necessary, the court shall:

(i) Order indemnification or advance for expenses if it determines that the director or officer is entitled to indemnification; or

(ii) Order indemnification or advance for expenses if it determines, in view of all the relevant circumstances, that it is fair and reasonable to indemnify the director or officer, or to advance expenses to the director or officer, even if the director or officer has not met the relevant standard of conduct, failed to comply with the requirements for advance of expenses, or was adjudged liable on the basis that personal benefit was improperly received by him or her, whether or not Involving action In his or her official capacity.

However, if the director or officer was adjudged so liable, the indemnification shall be limited to reasonable expenses incurred in connection with the proceeding.

If the court determines that the director or officer is entitled to indemnification or advance for expenses, it may also order the corporation to pay the director's or officer's reasonable expenses to obtain court-ordered indemnification or advance for expenses.

8.04 Determination and Authorization of Indemnification

The corporation acknowledges that indemnification of a director or officer according to these bylaws has been pre-authorized by the corporation as permitted by the Code. Nevertheless, the corporation shall not indemnify a director or officer under these bylaws unless a determination has been made for the specific proceeding that indemnification of the director or officer is permissible in the circumstances because he or she has met the relevant standard of conduct set forth in the Basic Indemnification Arrangement. However, regardless of the result or absence of any such determination, the corporation shall indemnify a director or officer who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which he or she was a party because he or she was a director or officer of the corporation against reasonable expenses incurred by the director or officer in connection with the proceeding.

The determination of indemnification shall be made:

(i) by the board of directors:

  (a) by a majority vote of a quorum consisting of disinterested directors; or

  (b) if such a quorum is not obtainable or is obtainable and a majority vote of a quorum of disinterested directors so directs, by independent legal counsel in a written opinion; or

(ii) by a majority vote of the shareholders, but shares owned by or voted under the control of a director or officer who at the time does not qualify as a disinterested director or disinterested officer may not be voted on the determination.

As acknowledged above, the corporation has pre-authorized the indemnification of directors and officers hereunder, subject to a determination for a specific proceeding that the director or officer met the relevant standard of conduct under the Basic Indemnification Arrangement. Consequently, no further decision need or shall be made on a case-by-case basis as to the authorization of the corporation's indemnification of directors or officers hereunder. Nevertheless, evaluation as to reasonableness of expenses of a director or officer for a specific proceeding shall be made in the same manner as the determination that indemnification is permissible, except that if there are fewer than two disinterested directors or If the determination is made by special legal counsel, evaluation as to reasonableness of expenses shall be made by the Board of Directors, the members of which may or may not be disinterested.

8.05 Indemnification of Employees and Agents

The corporation may indemnify and advance expenses under these bylaws to an employee or agent of the corporation who is not a director or officer to the extent, consistent with public policy, that such indemnification and advances may be provided to a director or officer.

8.06 Shareholder Approved Indemnification

If authorized by the articles of incorporation, the bylaws, or by a contract or resolution approved or ratified by the shareholders of the corporation by a majority of the votes entitled to be cast, the corporation may indemnify or obligate itself to indemnify a director or officer made a party to a proceeding, including a proceeding brought by or in the right of the corporation, without regard to the limitations in other sections of these bylaws, but shares owned or voted under the control of a director or officer who at the time of such authorization does not qualify as a disinterested director or disinterested officer with respect to any existing or threatened proceeding that would be covered by the authorization may not be voted on the authorization.

Nevertheless, the corporation shall not indemnify a director or officer under this bylaw for any liability incurred in a proceeding in which the director or officer is adjudged liable to the corporation or is subjected to injunctive relief in favor of the corporation:

(i) for any appropriation, in violation of his or her duties, of any business opportunity of the corporation,

(ii) for acts or omissions which involve intentional misconduct or a knowing violation of law,

(iii) for assenting to an unlawful distribution as defined in the Code, or

(iv) for any transaction from which he or she received an improper personal benefit.

Where approved or authorized according to this bylaw, the corporation may advance or reimburse expenses incurred in advance of final disposition of the proceeding only if

(i) The director or officer furnishes the corporation a written affirmation of his or her good faith belief that his or her conduct does not constitute behavior of the kind described in this bylaw which would prevent Indemnification; and

(ii) The director or officer furnishes the corporation a written undertaking, executed personally or on his or her behalf, to repay any advances if it is ultimately determined that he or she is not entitled to indemnification under this bylaw.

8.07 insurance

The corporation may purchase and maintain insurance on behalf of an individual

(i) who is a director, officer, employee, or agent of the corporation, or

(ii) who, while a director, officer, employee, or agent of the corporation, serves at the corporation’s request as a director, officer, partner, trustee, employee or agent of another domestic or foreign corporation, partnership, joint venture, trust, employee benefit plan, or other entity

against liability asserted against or incurred by him or her in that capacity or arising from his or her status as a director, officer, employee, or agent, whether or not the corporation would have power to indemnify or advance expenses to him or her against the same liability under these bylaws or the Code.

8.09 Witness Fees

Nothing in these bylaws shall limit the corporation’s power to pay or reimburse expenses incurred by a director or officer in connection with his or her appearance as a witness in a proceeding at a time when

he or she is not a party.

8.10 Report to Shareholders

To the extent and in the manner required by the Code from time to time, if the corporation indemnifies or advances expenses to a director or officer in connection with a proceeding by or in the right of the corporation, the corporation shall report the indemnification or advance to the shareholders.

8.11 Effect of Amendments

No amendment, modification, or rescission of these bylaws, or any provision of the bylaws, the effect of which would diminish the rights to indemnification or advancement of expenses as set forth herein shall be effective as to any person with respect to any action taken or omitted by such person prior to such amendment, modification or rescission.

Article IX. Stock Certificates

9.01 Authorization and Issuance

In accordance with the Code, the Board of Directors may authorize shares of any class or series provided for in the corporation's Articles of Incorporation to be issued for any consideration valid under the provisions of the Code. To the extent provided in the Articles of Incorporation, the Board of Directors shall determine the preferences, limitations, and relative rights of the shares.

9.02 Form

The interest of each shareholder in the corporation shall be evidenced by a certificate or certificates representing shares of the corporation which shall be in such form as the Board of Directors from time to time may adopt. Share certificates shall be numbered consecutively, shall be in registered form, shall indicate the date of issuance, the name of the corporation, that it is organized under the laws of the state of incorporation, the name of the shareholder, the number and class of shares, and the designation of the series, if any, represented by the certificate. Each certificate shall be signed by any one of the President, a Vice President, the Secretary, or the Treasurer. The corporate seal need not be affixed.

9.03 Registered Shareholders

Prior to due presentation for transfer of registration of its shares, the corporation may treat the registered owner of the shares as the person exclusively entitled to vote the shares, to receive any share dividend or distribution with respect to the shares, and for all other purposes. The corporation shall not be bound to recognize any equitable or other claim to or interest in the shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

9.04 Transfer of Shares

Transfers of shares shall be made upon the transfer books of the corporation, kept at the principle office of the corporation (or at the office of the transfer agent designated to transfer the shares, if any) only upon direction of the person named in the certificate, or by his or her attorney lawfully constituted in writing. Before a new certificate is issued, the old certificate shall be surrendered for cancellation or, in the case of a certificate alleged to have been lost, stolen, or destroyed, the requirements of the bylaw governing lost, stolen, or destroyed certificates shall have been met.

9.05 Record Date

For the purpose of determining shareholders entitled to notice of a shareholders' meeting, to demand a special meeting, to vote, or to take any other action, the Board of Directors may fix a future date as the record date, which date shall be not more than seventy (70) days prior to the date on which the particular action requiring a determination of shareholders is to be taken. A determination of shareholders entitled to notice of or to vote at a shareholders' meeting is effective for any adjournment of the meeting unless the Board of Directors fixes a new record date, which it must do if the meeting is adjourned to a date more than 120 days after the date fixed for the original meeting. If no record date is fixed by the Board of Directors, the record date shall be determined in accordance with the provisions of the Code.

For the purpose of determining shareholders entitled to a distribution (other than one involving a purchase, redemption, or other reacquisition of the corporation's shares) or a share dividend, the Board of Directors may fix a date as the record date. if no record date is fixed by the Board of Directors, the record date shall be determined in accordance with the provisions of the Code.

9.06 Lost, Stolen, or Destroyed Certificates

Any person claiming a share certificate to be lost, stolen, or destroyed shall make an affidavit or affirmation of the fact in the manner required by the Board of Directors and, if the Board of Directors requires, shall give the corporation a bond of indemnity in form and amount, and with one or more sureties satisfactory to the Board of Directors, as the Board of Directors may require, whereupon an appropriate new certificate may be issued in lieu of the one alleged to have been lost, stolen or destroyed.

Article X. Miscellaneous

10.01 Fiscal Year

The fiscal year of the corporation shall be a twelve-month period, beginning January 1 and ending on December 31 each year, unless the Board of Directors, by resolution, fixes the fiscal year as an other time period.

10.02 Corporate Seal

If the Board of Directors determines that there should be a corporate seal for the corporation, it shall be in the form as the Board of Directors may from time to time determine.

10.03 Corporate Records

The Board of Directors shall have the power to determine which accounts, books, and records of the corporation shall be opened to the inspection of the shareholders, except those as may by law specifically be made open to inspection. The Board of Directors shall have the power to fix reasonable rules and regulations not in conflict with the applicable law for the inspection of accounts, books, and records which by law or by determination of the Board of Directors shall be open to inspection.

10.04 Annual Financial Statements

In accordance with the Code, the corporation shall prepare and provide to the shareholders such financial statements as may be required by the Code.

10.05 Amendments

The Board of Directors shall have the power to alter, amend, or repeal these bylaws or adopt new bylaws, but any bylaws adopted by the Board of Directors may be altered, amended, or repealed, and new bylaws adopted, by the shareholders. The shareholders may prescribe, by expressing in the action they take in adopting or amending any bylaw or bylaws, that the bylaw or bylaws so adopted or amended shall not be altered, amended or repealed by the Board of Directors.

10.06 Conflict with Articles of Incorporation or Law; Severability

In the event that any provision of these bylaws conflicts with any provision of the Articles of Incorporation, the Articles of Incorporation shall govern. In the event that any of the provisions of these bylaws (including any provision within a single section, subsection, division or sentence) is held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions of the bylaws shall remain enforceable to the fullest extent permitted by law.

Secretary of State
Corporations Division
Suite 315, West Tower
2 Martin Luther King Jr. Dr.
Atlanta, Georgia 30334-1530

DOCKET NUMBER	:	971350760
CONTROL NUMBER	:	9714798
EFFECTIVE DATE	:	05/15/1997
REFERENCE	:	0045
PRINT DATE	:	05/15/1997
FORM NUMBER	:	612

LISA M. DURHAM
ALSTON & BIRD
1201 W. PEACHTREE ST.
ATLANTA, GA 30309

CERTIFICATE OF CORRECTION OF NAME

I, Lewis A. Massey, the Secretary of State and the Corporation Commissioner of the State of Georgia, do hereby certify under the seal of my office that

MILL CREEK MANAGEMENT CORPORATION
A DOMESTIC PROFIT CORPORATION

has filed articles of correction in the office of the Secretary of State changing its name to

MILLCREEK MANAGEMENT CORPORATION

and has paid the required fees as provided by Title 14 of the Official Code of Georgia Annotated. Attached hereto is a true and correct copy of said articles of correction.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on the date set forth above.

[SEAL]

/s/ Lewis A. Massey
Lewis A. Massey
Secretary of State

ARTICLES OF CORRECTION OF
MILLCREEK MANAGEMENT CORPORATION

The undersigned, Incorporator of Millcreek Management Corporation, a corporation organized and existing by virtue of the Georgia Business Corporation Code (the "Corporation"), hereby certifies as follows pursuant to Section 14-2-124 of the Georgia Business Corporation Code:

1. Attached hereto as Exhibit A is a copy of the Corporation's Articles of Incorporation filed with the Secretary of State of the State of Georgia on May 1, 1997.

2. Due to a scrivener's error, the header of the Corporation's Articles of Incorporation (the "Header") contains an incorrect spelling of the name of the Corporation. The Header incorrectly states that the name of the Corporation is "MILL CREEK MANAGEMENT CORPORATION"; the correct statement of the name of the Corporation is "MILLCREEK MANAGEMENT CORPORATION."

3. Due that same scrivener's error, Article One (the "Article") of the Corporation's Articles of Incorporation contains an incorrect statement of the name of the Corporation. Such Article incorrectly states that the name of the Corporation is "Mill Creek Management Corporation"; the correct statement of the name of the Corporation is "Millcreek Management Corporation."

4. The text of the Header and the Article should read as follows:

"ARTICLES OF INCORPORATION
OF
MILLCREEK MANAGEMENT CORPORATION

ARTICLE ONE

Name

The name of the corporation is Millcreek Management Corporation."

IN WITNESS WHEREOF, the Corporation has caused these Articles of Correction to be signed and certified by its Incorporator on this 15th day of May, 1997, which signature constitutes the affirmation and acknowledgment of such person, under penalties of perjury, that this instrument is the act and deed of the Corporation and that the facts stated herein are true.

MILLCREEK MANAGEMENT CORPORATION

/s/ Jonathan W. Lowe
Jonathan W. Lowe
Incorporator

[SEAL]

EXHIBIT A

ARTICLES OF INCORPORATION
OF
MILL CREEK MANAGEMENT CORPORATION

ARTICLE ONE

Name

The name of the corporation is Mill Creek Management Corporation.

ARTICLE TWO

Authorized Shares

The corporation shall have authority to be exercised by the Board of Directors to issue not more than ten thousand (10,000) shares of capital stock, par value S.001 per share, all of which shall be designated "Common Stock." The Common Stock shall have unlimited voting rights and shall be entitled to receive the net assets of the corporation upon dissolution.

ARTICLE THREE

Registered Office and Agent

The initial registered office of the corporation is located at Alston & Bird, One Atlantic Center, 1201 West Peachtree Street, Fulton County, Atlanta, Georgia, 30309. The initial registered agent of the corporation at its registered office is Sidney J. Nurkin.

ARTICLE FOUR

Incorporator

The name and address of the incorporator is as follows:

Jonathan W. Lowe
Alston & Bird
One Atlantic Center
1201 West Peachtree Street
Atlanta, Georgia 30309-3424

ARTICLE FIVE

Principal Office

The mailing address of the initial principal office of the corporation is Twelve Piedmont Center, Suite 210, Atlanta. Georgia 30305.

ARTICLE SIX

Limitation of Director Liability

6.1 A director of the corporation shall not be liable to the corporation or its shareholders for monetary damages for any action taken, or any failure to take any action, as a director, except liability (i) for any appropriation, in violation of his duties, of any business opportunity of the corporation, (ii) for acts or omissions which involve intentional misconduct or a knowing violation of law, (iii) of the types set forth in Section 14-2-832 of the Georgia Business Corporation Code, or (iv) for any transaction from which the director received an improper personal benefit.

6.2 Any repeal or modification of the provisions of this Article by the shareholders of the corporation shall be prospective only, and shall not adversely affect any limitation on the liability of a director of the corporation with respect to any act or omission occurring prior to the effective date of such repeal or modification.

6.3 If the Georgia Business Corporation Code is hereafter amended to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the corporation, in addition to the limitation on liability provided herein, shall be limited to the fullest extent permitted by the Georgia Business Corporation Code, as so amended.

6.4 In the event that any of the provisions of this Article (including any provision within a single sentence) is held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions are severable and shall remain enforceable to the fullest extent permitted by law.

ARTICLE SEVEN

Constituency Considerations

In discharging the duties of their respective positions and in determining what is believed to be in the best interests of the corporation, the Board of Directors, committees of the Board of Directors, and individual directors, in addition to considering the effects of any action on the corporation or its shareholders, may consider the interests of the employees, customers, suppliers, and creditors of the corporation and its subsidiaries, the communities in which offices or other establishments of the corporation and its subsidiaries are located, and all other factors such directors consider pertinent; provided, however, that this article shall be deemed solely to grant discretionary authority to the directors and shall not be deemed to provide to any constituency any right to be considered.

ARTICLE EIGHT

Initial Board of Directors

The initial Board of Directors shall consist of one member whose name and address are as follows:

Kevin P. Sheehan
CGW Southeast Partners III, L.P.
Twelve Piedmont Center
Suite 210
Atlanta, Georgia 30305

ARTICLE NINE

Shareholder Action by Less Than Unanimous Written Consent

Any action that is required or permitted to be taken at a meeting of the shareholders may be taken without a meeting if the action is taken by persons who would be entitled to vote at a meeting shares having voting power to cast not less than the minimum number (or numbers, in the case of voting by groups) of votes that would be necessary to authorize or take such action at a

meeting at which all shareholders entitled to vote were present and voted. The action must be evidenced by one or more written consents describing the action taken, signed by shareholders entitled to take action without a meeting and delivered to the corporation for inclusion in the minutes or filing with the corporate records.

IN WITNESS WHEREOF, the undersigned executes these Articles of Incorporation this 30th day of April, 1997.

/s/ Jonathan W. Lowe
Jonathan W. Lowe
lncorporator

ALSTON & BIRD
One Atlantic Center
1201 West Peachtree Street
Atlanta, Georgia 30309-3424
(404) 881-7000

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Secretary of State
Corporations Division
Suite 315, West Tower
2 Martin Luther King Jr. Dr.
Atlanta, Georgia 30334-1530

CONTROL NUMBER: 9714798
EFFECTIVE DATE: 05/01/1997
COUNTY : FULTON
REFERENCE : 0091
PRINT DATE : 05/01/1997
FORM NUMBER : 311

ALSTON & BIRD
JONATHAN W. LOWE, ESQ.
1201 W. PEACHTREE STREET
ATLANTA, GA 303093424

CERTIFICATE OF INCORPORATION

I, Lewis A. Massey, the Secretary of State and the Corporation Commissioner of the State of Georgia, do hereby certify under the seal of my office that

MILL CREEK MANAGEMENT CORPORATION
A DOMESTIC PROFIT CORPORATION

has been duly incorporated under the laws of the State of Georgia on the effective date stated above by the filing of articles of incorporation in the office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on the date set forth above.

/s/ Lewis A. Massey
Lewis A. Massey
Secretary of State

ARTICLES OF INCORPORATION
OF
MILL CREEK MANAGEMENT CORPORATION

ARTICLE ONE

Name

The name of the corporation is Mill Creek Management Corporation.

ARTICLE TWO

Authorized Shares

The corporation shall have authority to be exercised by the Board of Directors to issue not more than ten thousand (10,000) shares of capital stock, par value $.001 per share, all of which shall be designated “Common Stock” The Common Stock shall have unlimited voting rights and shall be entitled to receive the net assets of the corporation upon dissolution

ARTICLE THREE

Registered Office and Agent

The initial registered office of the corporation is located at Alston & Bird, One Atlantic Center, 1201 West Peachtree Street, Fulton County, Atlanta, Georgia, 30309. The initial registered agent of the corporation at its registered office is Sidney J Nurkin.

ARTICLE FOUR

Incorporator

The name and address of the incorporator is as follows:

Jonathan W. Lowe
Alston & Bird
One Atlantic Center
1201 West Peachtree Street
Atlanta, Georgia 30309-3424

ARTICLE FIVE

Principal Office

The mailing address of the initial principal office of the corporation is Twelve Piedmont Center, Suite 210, Atlanta, Georgia 30305.

ARTICLE SIX

Limitation of Director Liability

6.1 A director of the corporation shall not be liable to the corporation or its shareholders for monetary damages for any action taken, or any failure to take any action, as a director, except liability (i) for any appropriation, in violation of his duties, of any business opportunity of the corporation, (ii) for acts or omissions which involve intentional misconduct or a knowing violation of law, (iii) of the types set forth in Section 14-2-832 of the Georgia Business Corporation Code, or (iv) for any transaction from which the director received an improper personal benefit

6.2 Any repeal or modification of the provisions of this Article by the shareholders of the corporation shall be prospective only, and shall not adversely affect any limitation on the liability of a director of the corporation with respect to any act or omission occurring prior to the effective date of such repeal or modification

6.3 If the Georgia Business Corporation Code is hereafter amended to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the corporation, in addition to the limitation on liability provided herein, shall be limited to the fullest extent permitted by the Georgia Business Corporation Code, as so amended

6.4 In the event that any of the provisions of this Article (including any provision within a single sentence) is held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions are severable and shall remain enforceable to the fullest extent permitted by law.

ARTICLE SEVEN

Constituency Considerations

In discharging the duties of their respective positions and in determining what is believed to be in the best interests of the corporation, the Board of Directors, committees of the Board of Directors, and individual directors, in addition to considering the effects of any action on the corporation or its shareholders, may consider the interests of the employees, customers, suppliers, and creditors of the corporation and its subsidiaries, the communities in which offices or other establishments of the corporation and its subsidiaries are located, and all other factors such directors consider pertinent, provided, however, that this article shall be deemed solely to grant discretionary authority to the directors and shall not be deemed to provide to any constituency any right to be considered

ARTICLE EIGHT

Initial Board of Directors

The initial Board of Directors shall consist of one member whose name and address are as follows

Kevin P Sheehan
CGW Southeast Partners III. L P
Twelve Piedmont Center
Suite 210
Atlanta, Georgia 30305

ARTICLE NINE

Shareholder Action by Less Than Unanimous Written Consent

Any action that is required or permitted to be taken at a meeting of the shareholders may be taken without a meeting if the action is taken by persons who would be entitled to vote at a meeting shares having voting power to cast not less than the minimum number (or numbers, in the case of voting by groups) of votes that would be necessary to authorize or take such action at a

meeting at which all shareholders entitled to vote were present and voted. The action must be evidenced by one or more written consents describing the action taken, signed by shareholders entitled to take action without a meeting and delivered to the corporation for inclusion in the minutes or filing with the corporate records.

IN WITNESS WHEREOF, the undersigned executes these Articles of Incorporation this 30th day of April, 1997

/s/ Jonathan W. Lowe
Jonathan W. Lowe
Incorporator

ALSTON & BIRD
One Atlantic Center
1201 West Peachtree Street
Atlanta, Georgia 30309-3424
(404) 881-7000

SECRETARY OF STATE
May 1 11 13 AM 97
BSR (1)

AD971190.236

BUSINESS SERVICES AND REGULATION
Suite 315, West Tower
2 Martin Luther King, Jr. Drive
Atlanta, Georgia 30334 1530
(404) 656-2817

Secretary of State
State of Georgia

TRANSMITTAL INFORMATION FOR GEORGIA PROFIT OR NONPROFIT CORPORATIONS

J.K. JACKSON
Director

DO NOT WRITE IN SHADED AREA - SOS USE ONLY

NOTICE TO APPLICANT PRINT PLAINLY OR TYPE REMAINDER OF THIS FORM
INSTRUCTIONS ARE ON THE BACK OF THIS FORM

1. Applied for 971180465
Corporate Name Reservation Number

Mill Creek Management Corporation
Corporate Name (exactly as it appears on name reservation)

2. Jonathan W. Lowe, Esq.
Applicant/Attorney

(404) 881-7555
Telephone Number

Alston & Bird, One Atlantic Center, 1201 West Peachtree Street
Address

Atlanta	Georgia	30309-3424
City	State	Zip Code

3. **NOTICE: THIS FORM DOES NOT REPLACE THE ARTICLES OF INCORPORATION ILLEGIBLE OR DELIVER DOCUMENTS AND THE SECRETARY OF STATE FILING FEE TO THE ABOVE ADDRESS. DOCUMENTS SHOULD BE SUBMITTED IN THE FOLLOWING ORDER (A COVER LETTER IS NOT REQUIRED)**

1. FORM 227 - TRANSMITTAL FORM (ATTACH SECRETARY OF STATE FILING FEE OF $60.00 TO THIS FORM)
2. ORIGINAL ARTICLES OF INCORPORATION
3. ONE COPY OF ARTICLES OF INCORPORATION

I understand that the information on this form will be entered in the Secretary of State business registration database. I certify that a Notice of INCORPORATION OR A NOTICE OF Intent to Incorporate with a publishing fee of $40.00 has been or will be mailed or delivered to the authorized newspaper as required by law.

/s/ [Illegible Signature]
Authorized Signature

5/1/97
Date

BSR Form 227 (12/93)

Exhibit 3.50

MILLCREEK MANAGEMENT CORPORATION

AMENDED AND RESTATED BYLAWS

Adopted as of January 22, 2001

Corporate Bylaws

Article I. Definitions

1.01 Code

The Code means the applicable titles, parts, chapters, sections, and other divisions of the state of incorporation's statutory scheme governing the formation and operation of corporations.

1.02 Record Date

Record Date means the date established under the Code on which the corporation determines the identity of its shareholders and their shareholdings. Such determination shall be made as of the close of business on the record date unless another time for doing so is specified when the record date is fixed.

1.03 Voting Group

Voting Group means all shares of one or more classes or series that under the articles of incorporation or the Code are entitled to vote and be counted together collectively on a matter at a meeting of the shareholders. All shares entitled by the articles of incorporation or the Code to vote generally on the matter are for that purpose a single voting group.

1.04 Corporation

Corporation includes any domestic or foreign predecessor entity of the corporation in a merger or other transaction in which the predecessor's existence ceased upon consummation of the transaction.

1.05 Director or Officer

Director or Officer means an individual who is or was (i) a member of the Board of Directors, (ii) an individual elected or appointed by the Board of Directors to serve as an officer, or (iii) a member of any duly constituted Committee of the Board of Directors. "Director" or "officer" includes, unless the context otherwise requires, the estate or personal representative of a director or officer.

1.06 Disinterested Director or Officer

"Disinterested Director" or "Disinterested Officer" means a director or officer who, with respect to a determination of the authorization or non-authorization of an expense advancement or of indemnification, is neither:

(i) the individual whose indemnification or expense advancement is the subject of the decision being made; nor

(ii) An individual having a familial, financial, professional, or employment relationship with the person whose indemnification or advance for expenses is the subject of the decision being made with respect to the proceeding, which relationship would, in the circumstances, reasonably be expected to exert an influence on the director's or officer's judgment when voting on the decision being made.

1.07 Liability

Liability means the obligation to pay a judgment, settlement, penalty, fine (including an excise tax assessed with respect to an employee benefit plan), or reasonable expenses incurred with respect to a proceeding.

1.08 Official Capacity

When used with respect to a director, Official Capacity means the office of director in the corporation. When used with respect to an officer, Official Capacity means the office in the corporation held by the officer. Official capacity does not include service for any other domestic or foreign corporation or any partnership, joint venture, trust, employee benefit plan, or other entity.

1.09 Party

Party Includes an individual who was, is, or is threatened to be made a named defendant or respondent in a proceeding.

1.10 Proceeding

Proceeding means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitrative, or investigative and whether formal or informal.

Article II. Offices and Agents

2.01 Registered Office and Agent

The corporation shall maintain a registered office and have a registered agent, whose business office address is identical to that of the registered office, in its state of incorporation and in each state in which the corporation is qualified to do business.

2.02 Other Offices

In addition to its registered office, the corporation may have offices at any other place or places, within or without the state of incorporation, as the Board of Directors may from time to time select or as the business of the corporation may require or make desirable.

Article III. Meetings of the Shareholders

3.01 Annual Meetings

An annual meeting of the shareholders shall be held for the election of directors at such date, time, and place, either within or without the state of incorporation, as may be designated by resolution of the Board of Directors from time to time. Such resolution shall designate the date, time, and place of the meeting. Any other proper business may be transacted at the annual meeting. If an annual meeting is not held as provided in this bylaw, any business, including the election of directors, that might properly have been acted upon at that meeting may be acted upon at a special meeting in lieu of the annual meeting held pursuant to these bylaws or held pursuant to a court order.

3.02 Special Meetings

Special meetings of the shareholders may be called for any purpose or purposes at any time by the Board of Directors, or by the President of the corporation, or by a Committee of the Board of Directors that has been duly designated and authorized by resolution of the Board of Directors to call such meetings. In addition, the Board of Directors shall call such a meeting upon the written request of shareholders holding at least twenty percent (20%) of all the votes entitled to be cast on the issue or issues proposed to be considered at the requested special meeting.

3.03 Quorum

With respect to shares entitled to vote as a separate voting group on a matter at a meeting of shareholders, the presence, in person or by proxy, of a majority of the votes entitled to be cast on the matter by the voting group shall constitute a quorum of that voting group for action on that matter unless the articles of incorporation or the Code provide otherwise. Once a share is represented for any purpose at a meeting, other than solely to object to holding the meeting or to transacting business at the meeting, it is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of the meeting unless a new record date is or must be set for the adjourned meeting pursuant to the bylaw governing the fixing of the record date with regard to shareholder action.

3.04 Adjournment and Reconvention

Whether or not a quorum is present to organize a meeting, any meeting of shareholders may be adjourned by the holders of a majority of the voting shares represented at the meeting to reconvene at a specific time and place, but no later than 120 days after the date fixed for the original meeting unless the requirements of the Code concerning the selection of a new record date have been met. At any reconvened meeting within that time period, any business may be transacted that could have been transacted at the meeting that was adjourned.

3.05 Presiding Officer

The Chief Executive Officer shall serve as the Presiding Officer of every meeting of shareholders unless another person is elected by the shareholders to serve as Presiding Officer at the meeting. The Presiding Officer shall appoint any persons he deems required to assist with the meeting.

3.06 Vote Required for Action

If a quorum exists, action on a matter (other than the election of directors) by a voting group is approved if the votes cast within the voting group favoring the action exceed the votes cast opposing the action, unless the articles of incorporation, provisions of these bylaws validly adopted by the shareholders, or the Code requires a greater number of affirmative votes. If the articles of incorporation or the Code provide for voting by two or more voting groups on a matter, action on that matter is taken only when voted upon by each of those voting groups counted separately. Action may be taken by one voting group on a matter even though no action is taken by another voting group entitled to vote on the matter. With regard to the election of directors, unless otherwise provided in the articles of incorporation, if a quorum exists, action on the election of directors is taken by a plurality of the votes cast by the shares entitled to vote in the election.

3.07 Shares Held by Another Corporation

Shares standing in the name of another corporation, domestic or foreign, may be voted by such officer, agent, or proxy as the by-laws of such other corporation may prescribe, or, in the absence of such a provision, as the board of directors of such other corporation may determine.

3.08 Method of Voting Shares

Unless the articles of incorporation or the Code provide otherwise, each outstanding share having voting rights shall be entitled to one vote on each matter submitted to a vote at a meeting of the shareholders. Voting on all matters shall be by voice vote or by show of hands unless any qualified voter, prior to the voting on any matter, demands vote by ballot, in which case each ballot shall state the name of the shareholder voting and the number of shares voted by him, and if the ballot be cast by proxy, it shall also state the name of the proxy.

3.09 Proxies

A shareholder entitled to vote on a matter may vote in person or by proxy pursuant to an appointment of proxy executed in writing by the shareholder or by his attorney-in-fact. An appointment of proxy shall be valid for only one meeting to be specified therein, and any adjournments of such meeting, but shall not be valid for more than eleven months unless expressly provided therein. Appointments of proxy shall be dated and filed with the records of the meeting to which they relate. If the validity of any appointment of proxy is questioned, it must be submitted to the secretary of the meeting of shareholders for examination or to a proxy officer or committee appointed by the meeting's presiding officer. The secretary of the meeting or, if appointed, the proxy officer or committee, shall determine the validity or invalidity of any appointment of proxy submitted for examination. Reference in the minutes of the meeting by the secretary or, if appointed, the proxy officer or committee, as to the regularity of an appointment of proxy shall be received as prima facie evidence of the facts stated for the purpose of establishing the presence of a quorum at the meeting and for all other purposes.

3.10 Action Without a Meeting

Any action required or permitted to be taken at a meeting of the shareholders, may be taken without a meeting if the action is taken by all shareholders entitled to vote on the action. Or, if allowed by the articles of incorporation, such action may be taken without a meeting by persons who would be entitled to vote shares having voting power to cast not less than the minimum number (or numbers, in the case of voting by groups) of votes that would be necessary to authorize or take the action at a meeting at which all shareholders entitled to vote were present and voted. The action without a meeting must be evidenced by one or more written consents describing the action taken, signed by shareholders entitled to take action without a meeting, and delivered to the corporation for inclusion in the minutes or filing with the corporate records. The corporation shall give written notice of actions so taken.

3.11 Notice

Unless waived as contemplated in these bylaws, a notice of each meeting of shareholders, stating the date, time, and place of the meeting shall be given not less than ten (10) days nor more than sixty (60) days before the date thereof, to each shareholder entitled to vote at that meeting. In the case of an annual meeting, the notice need not state the purpose or purposes of the meeting unless the articles of incorporation or the Code requires otherwise. In the case of a special meeting, including a special meeting in lieu of an annual meeting, the notice of meeting shall state the purpose or purposes for which the meeting is called.

Article IV. Board of Directors

4.01 Powers

All corporate powers, which are lawful and do not violate any legal agreement among shareholders and which are not prohibited by the articles of incorporation or these bylaws, shall be exercised by or under the authority of, and the business and affairs of the corporation shall be managed under, the direction of the Board of Directors. The Board of Directors may, by resolution, vote any shares of stock owned by the corporation. Also, the Board of Directors from time to time in its discretion may authorize or declare distributions or share dividends in accordance with the Code.

4.02 Number

The number and composition of the corporation's Board of Directors shall initially be that which is specified in the articles of incorporation. If the articles of incorporation do not specify the number and composition of the Board of Directors, then the Board of Director's shall consist of one member, the

Chief Executive Officer of the corporation. Thereafter, the number and composition of the Board of Directors may be changed from time to time by an action of the shareholders.

4.03 Election

Except as provided for in the bylaw addressing vacancies in the Board of Directors, the Directors shall be elected by a vote of the shareholders at each annual meeting of shareholders or special meeting in lieu of the annual meeting.

4.04 Term of Office

Except in the case of death, written resignation, retirement, disqualification, or removal, each director shall serve until the next succeeding annual meeting or special meeting in lieu of an annual meeting and thereafter until his successor is elected and qualifies or until the number of directors is decreased.

4.05 Removal

One or more directors may be removed from office with or without cause by the shareholders by a majority of the votes entitled to be cast. If the director was elected by a voting group, only the shareholders of that voting group may participate in the vote to remove him. Removal action may be taken at any meeting of shareholders with respect to which the notice stated that the purpose, or one of the purposes, of the meeting is removal of the director, and a removed director's successor may be elected at the same meeting.

4.06 Vacancies

A vacancy occurring in the Board of Directors, other than by reason of an increase in the number of directors, shall be filled for the unexpired term by the first to take action of (a) the shareholders or (b) the Board of Directors, and if the directors remaining in office constitute fewer than a quorum of the Board of Directors, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office. If the vacant office was held by a director elected by a voting group, only the holders of shares of that voting group or the remaining directors elected by that voting group are entitled to vote to fill the vacancy. A vacancy occurring in the Board of Directors by reason of an increase in the number of directors shall be filled in like manner as any other vacancy, but, if filled by action of the Board of Directors, shall only be for a term of office continuing until the next election of directors by the shareholders and until the election and qualification of a successor.

4.07 Committees

The Board of Directors, by resolution, may designate from among its members an executive committee and one or more other committees, each consisting of one or more directors all of whom serve at the pleasure of the Board of Directors. Except as limited by the Code, each committee shall have the authority set forth in the resolution establishing the committee. The provisions of these bylaws as to the Board of Directors and its deliberations shall be applicable to any committee of the Board of Directors. All decisions and actions of any committee created by these bylaws or resulting from the authority granted by these bylaws, shall be subject to the discretionary review and approval of the Board of Directors.

4.08 Compensation

Unless the articles of incorporation provide otherwise, the Board of Directors may determine from time to time the compensation, if any, directors may receive for their services as directors. A

director may also serve the corporation in a capacity other than that of director and receive compensation, as determined by the Board of Directors, for services rendered in such other capacity.

Article V. Meetings of the Board of Directors

5.01 Regular Meetings

Regular meetings of the Board of Directors shall be held immediately after the annual meeting of shareholders or a special meeting in lieu of the annual meeting. In addition, the Board of Directors may schedule other meetings to occur at regular intervals throughout the year.

5.02 Special Meetings

Special meetings of the Board of Directors may be called by or at the request of the Chief Executive Officer of the corporation, by the sole director of the board or, if the board consists of more than one director, by any two directors in office at that time.

5.03 Quorums

Unless a greater number is required by the articles of incorporation, these bylaws, or the Code, a quorum of the Board of Directors consists of a majority of the total number of directors.

5.04 Adjournments

Whether or not a quorum is present to organize a meeting, any meeting of directors (including an adjourned meeting) may be adjourned by a majority of the directors present to reconvene at a specific time and place. At any reconvened meeting, any business may be transacted that could have been transacted at the meeting that was adjourned. It shall not be necessary to give any notice of the reconvened meeting or of the business to be transacted, if the date, time and place of the reconvened meeting are announced at the meeting that was adjourned.

5.05 Action Without a Meeting

Unless the Code, the articles of incorporation, or these bylaws provide otherwise, any action required or permitted to be taken at any meeting of the Board of Directors, or any action that may be taken at a meeting of an authorized committee of the Board of Directors, may be taken without a meeting if the action is taken by all the members of the Board of Directors (or of the committee, as the case may be). The action must be evidenced by one or more written consents describing the action taken, signed by each director (or each director serving on the committee, as the case may be), and delivered to the corporation for inclusion in the minutes or filing with the corporate records.

5.06 Meetings by Telephone

Any or all directors may participate in a meeting of the Board of Directors, and members of an authorized committee of the Board of Directors may participate in a meeting of the committee (as the case may be), through the use of any means of communication by which all directors participating may simultaneously hear each other during the meeting.

5.07 Place of Meetings

Directors may hold their meetings at any place within or without the state of incorporation, as the Board of Directors may from time to time establish for regular meetings or as set forth in the notice of special meetings or, in the event of a meeting held pursuant to waiver of notice, as set forth in the

waiver.

5.08 Notice of Meetings

No notice shall be required for any regularly scheduled meeting of the directors. Unless waived as contemplated in these bylaws, each director shall be given at least five day's notice of each special meeting stating the date, time, and place of the meeting. It is not required that the purpose of a Directors' meeting be stated in any notice of such a meeting, whether the meeting is a regular or a special meeting.

5.09 Vote Required for Action

If a quorum is present when a vote is taken, the affirmative vote of a majority of directors present is the act of the Board of Directors unless the Code, the articles of incorporation, or these bylaws require the vote of a greater number of directors.

A director who is present at a meeting of the Board of Directors, or an authorized committee of the Board of Directors, when corporate action is taken is deemed to have assented to the action taken unless;

(i) he objects at the beginning of the meeting (or promptly upon his arrival) to holding the meeting or to transacting business at the meeting,

(ii) his dissent or abstention from the action taken is entered in the minutes of the meeting, or

(iii) he delivers written notice of his dissent or abstention to the presiding officer of the meeting before its adjournment or to the corporation immediately after adjournment of the meeting.

The right of dissent or abstention is not available to a director who votes in favor of the action taken.

Article VI. Shareholder and Director Notices

6.1 Delivery of Notice

Whenever these bylaws require notice to be given to any shareholder or director, the notice shall be given in accordance with this bylaw. Notice under these bylaws shall be in writing unless oral notice is reasonable under the circumstances. Any notice to directors may be written or oral. Notice may be communicated in person, by telephone, telegraph, teletype, other form of wire or wireless communication, or by mail or private carrier. If these forms of personal notice are impracticable, notice may be communicated by a newspaper of general circulation in the area where published, or by radio, television, or other form of public broadcast communication. Written notice to the shareholders, if in a comprehensible form, is effective when mailed, if mailed with first-class postage prepaid and correctly addressed to the shareholder's address shown in the corporation's current record of shareholders.

6.2 When Effective

Except as otherwise provided in this bylaw, written notice, if in a comprehensible form, is effective at the earliest of the following:

(i) when received or when delivered, properly addressed, to the addressee's last known

principal place of business or residence;

(ii) five days after deposit in the mail, as evidenced by the postmark, if mailed with first-class postage prepaid and correctly addressed, or

(iii) on the date shown on the return receipt, if sent by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee.

Oral notice is effective when communicated if communicated in a comprehensible manner.

In calculating time periods for notice, when a period of time measured in days, weeks, months, years, or other measurement of time is prescribed for the exercise of any privilege or the discharge of any duty, the first day shall not be counted but the last day shall be counted.

6.3 Waiver

A shareholder or director may waive any notice before or after the date and time stated in the notice. Except as provided in this bylaw, the waiver must be in writing, be signed by the shareholder or director entitled to the notice, and be delivered to the corporation for inclusion in the minutes or filing with the corporate records.

A shareholder's attendance at a meeting (i) waives objection to lack of notice or defective notice of the meeting, unless the shareholder at the beginning of the meeting objects to holding the meeting or transacting business at the meeting; and (ii) waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the shareholder objects to considering the matter when it is presented.

A director's attendance at or participation in a meeting waives any required notice to him of the meeting unless the director at the beginning of the meeting (or promptly upon his arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Unless required by the Code, neither the business transacted nor the purpose of the meeting need be specified in the waiver.

6.4 Notice Following Adjournment

If notice of an adjourned meeting of the shareholders or of the directors was properly given, it shall not be necessary to give any notice of the reconvened meeting or of the business to be transacted, if the date, time and place of the reconvened meeting are announced at the meeting that was adjourned and before adjournment; provided, however, that if a new record date of shares is or must be fixed, notice of the reconvened meeting must be given to persons who are shareholders as of the new record date.

Article VII. Officers

7.01 Number

The officers of the corporation shall consist of a Board Chairman, a President, a Secretary, a Treasurer, and any other officers as may be appointed by the Board of Directors or by an other duly appointed officer pursuant to these bylaws. The Board of Directors shall from time to time create and establish the duties of the other officers. Any two or more offices may be held by the same person.

7.02 Chairman of Board

The Chairman of the Board of Directors shall preside at all meetings of the Board of Directors and shall have authority to execute bonds, mortgages, and other contracts requiring a seal, under the seal of the corporation; to endorse, when sold, assigned, transferred, or otherwise disposed of by the corporation, all certificates or shares of stock, bonds, or other securities issued by other corporations, associations, trusts, whether public or private, or by any government agency thereof, and owned or held by the corporation, and to make, execute, and deliver all instruments or assignments of transfer of any such stocks, bonds, or other securities. The Chairman of the Board may, with the approval of the Board of Directors, or shall, at the direction of the Board of Directors, delegate any or all of such duties to the President.

7.03 President

The President shall be the Chief Executive Officer of the corporation and shall have general supervision of the business of the corporation. The President shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall perform such other duties as may from time to time be delegated by the Board of Directors. In the absence of the Chairman of the Board, the President shall have authority to do any and all things delegated to the Chairman of the Board of Directors.

7.04 Vice President

In the absence or disability of the president, or at the direction of the President, the Vice President, if any, shall perform the duties and exercise the powers of the President. If the corporation has more than one Vice President, the one designated by the Board of Directors shall act in lieu of the President. Vice Presidents shall perform whatever duties and have whatever powers the Board of Directors may from time to time assign.

7.05 Secretary

The Secretary shall be responsible for preparing minutes of the acts and proceedings of all meetings of the shareholders, the Board of Directors, and any Committees thereof. The Secretary shall have authority to give all notices required by the Code or these bylaws. The Secretary shall be responsible for the custody of the corporate books, records, contracts, and other documents. The Secretary may affix the corporate seal to any lawfully executed documents and shall sign any instruments as may require his or her signature. The Secretary shall authenticate records of the corporation. The Secretary shall perform whatever additional duties and have whatever additional powers the Board of Directors may from time to time assign. In the absence or disability of the Secretary or at the direction of the President, any assistant secretary may perform the duties and exercise the powers of the Secretary.

7.06 Treasurer

The Treasurer shall be responsible for the custody of all funds and securities belonging to the corporation and for the receipt, deposit, or disbursement of funds and securities under the direction of the Board of Directors. The Treasurer shall cause to be maintained full and true accounts of all receipts and disbursements and shall make reports of the same to the Board of Directors and the President upon request. The Treasurer shall perform all duties as may be assigned to him from time to time by the Board of Directors.

7.07 Appointment, Term, and Removal

All officers shall be appointed by the Board of Directors or by a duly appointed officer pursuant to these bylaws and shall serve at the pleasure of the Board of Directors or the appointing officers, as the case may be. All officers, however appointed, may be removed with or without cause by the Board of Directors, and any officer appointed by another officer may also be removed by the appointing officer with or without cause.

7.08 Compensation

The compensation of all officers of the corporation appointed by the Board of Directors shall be fixed by the Board of Directors.

7.09 Bonds

The Board of Directors may, by resolution, require any or all of the officers, agents, or employees of the corporation to give bonds to the corporation, with sufficient surety or sureties, conditioned on the faithful performance of the duties of their respective offices or positions, and to comply with any other conditions as from time to time may be required by the Board of Directors.

Article VIII. Indemnification

8.01 Basic Indemnification Arrangement

Except as provided in these bylaws, the corporation shall indemnify an individual who is a party to a proceeding because he or she is or was a director or officer against liability incurred in the proceeding if:

(i) Such Director or Officer conducted himself in good faith and reasonably believed:

(a) in the case of conduct in his or her official capacity, that such conduct was in the best interests of the corporation;

(b) In all other cases, that such conduct was at least not opposed to the best interests of the corporation; and

(c) In the case of any criminal proceeding, that the individual had no reasonable cause to believe such conduct was unlawful, or

(ii) Such Director's or Officer's conduct with respect to an employee benefit plan, which is the subject of the proceeding, was for a purpose he believed in good faith to be in the interests of the participants in and beneficiaries of the plan.

The termination of a proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent is not, of itself, determinative that the director or officer did not meet the requisite standard of conduct described in this bylaw.

The corporation may not indemnify a director or officer under this Article:

(i) In connection with a proceeding by or in the right of the corporation, except for reasonable expenses incurred in connection with the proceeding if it is determined that the director or officer has met the requisite standard of conduct under this bylaw; or

(ii) In connection with any proceeding with respect to conduct for which he or she was adjudged liable on the basis that personal benefit was improperly received by him or her, whether or not involving action in his or her official capacity.

8.02 Advances for Expenses

The corporation may, before final disposition of a proceeding, advance funds to pay for or reimburse the reasonable expenses, including counsel fees, incurred by a director or officer who is a party to a proceeding because he or she is a director or officer if he or she delivers to the corporation:

(i) A written affirmation of his or her good faith belief that he or she has met the requisite standard of conduct described in the Basic Indemnification Arrangement bylaw or that the proceeding involves conduct for which such person's liability has been eliminated under the corporation's articles of incorporation; and

(ii) His or her written undertaking to repay any funds advanced if it is ultimately determined that the director or officer is not entitled to indemnification under this Article or the Code. This undertaking to repay must be an unlimited general obligation of the director or officer but need not be secured and may be accepted without reference to the financial ability of the director or officer to make repayment.

Authorizations for expense advancements shall be made:

(i) By the board of directors:

(a) by a majority vote of a quorum consisting of disinterested directors, or

(b) if such a quorum is not obtainable (or is obtainable and a majority vote of a quorum of disinterested directors so directs), by independent legal counsel in a written opinion; or

(ii) By a majority vote of the shareholders; however, shares owned or voted under the control of a director or officer who at the time does not qualify as a disinterested director or disinterested officer with respect to the proceeding may not be voted on the authorization.

8.03 Court-Ordered Indemnification and Advances for Expenses

A director or officer who is a party to a proceeding because he or she is a director or officer may apply for indemnification or advance for expenses to the court conducting the proceeding or to another court of competent jurisdiction. Pursuant to the Code, after receipt of an application and after giving any notice it considers necessary, the court shall:

(i) Order indemnification or advance for expenses if it determines that the director or officer is entitled to indemnification; or

(ii) Order indemnification or advance for expenses if it determines, in view of all the relevant circumstances, that it is fair and reasonable to indemnify the director or officer, or to advance expenses to the director or officer, even if the director or officer has not met the relevant standard of conduct, failed to comply with the requirements for advance of expenses, or was adjudged liable on the basis that personal benefit was improperly received by him or her, whether or not involving action in his or her official capacity. However, if the director or officer was adjudged so liable, the indemnification shall be

limited to reasonable expenses incurred in connection with the proceeding.

If the court determines that the director or officer is entitled to indemnification or advance for expenses, it may also order the corporation to pay the director's or officer's reasonable expenses to obtain court-ordered indemnification or advance for expenses.

8.04 Determination and Authorization of Indemnification

The corporation acknowledges that indemnification of a director or officer according to these bylaws has been pre-authorized by the corporation as permitted by the Code. Nevertheless, the corporation shall not indemnify a director or officer under these bylaws unless a determination has been made for the specific proceeding that indemnification of the director or officer is permissible in the circumstances because he or she has met the relevant standard of conduct set forth in the Basic Indemnification Arrangement. However, regardless of the result or absence of any such determination, the corporation shall indemnify a director or officer who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which he or she was a party because he or she was a director or officer of the corporation against reasonable expenses incurred by the director or officer in connection with the proceeding.

The determination of indemnification shall be made:

(i) by the board of directors:

  (a) by a majority vote of a quorum consisting of disinterested directors; or

  (b) if such a quorum is not obtainable or is obtainable and a majority vote of a quorum of disinterested directors so directs, by independent legal counsel in a written opinion; or

(ii) by a majority vote of the shareholders, but shares owned by or voted under the control of a director or officer who at the time does not qualify as a disinterested director or disinterested officer may not be voted on the determination.

As acknowledged above, the corporation has pre-authorized the indemnification of directors and officers hereunder, subject to a determination for a specific proceeding that the director or officer met the relevant standard of conduct under the Basic Indemnification Arrangement. Consequently, no further decision need or shall be made on a case-by-case basis as to the authorization of the corporation's indemnification of directors or officers hereunder. Nevertheless, evaluation as to reasonableness of expenses of a director or officer for a specific proceeding shall be made in the same manner as the determination that indemnification is permissible, except that if there are fewer than two disinterested directors or if the determination is made by special legal counsel, evaluation as to reasonableness of expenses shall be made by the Board of Directors, the members of which may or may not be disinterested.

8.05 Indemnification of Employees and Agents

The corporation may indemnify and advance expenses under these bylaws to an employee or agent of the corporation who is not a director or officer to the extent, consistent with public policy, that such indemnification and advances may be provided to a director or officer.

8.06 Shareholder Approved Indemnification

If authorized by the articles of incorporation, the bylaws, or by a a contract or resolution

approved or ratified by the shareholders of the corporation by a majority of the votes entitled to be cast, the corporation may indemnify or obligate itself to indemnify a director or officer made a party to a proceeding, including a proceeding brought by or in the right of the corporation, without regard to the limitations in other sections of these bylaws, but shares owned or voted under the control of a director or officer who at the time of such authorization does not qualify as a disinterested director or disinterested officer with respect to any existing or threatened proceeding that would be covered by the authorization may not be voted on the authorization.

Nevertheless, the corporation shall not indemnify a director or officer under this bylaw for any liability incurred in a proceeding in which the director or officer is adjudged liable to the corporation or is subjected to injunctive relief in favor of the corporation:

(i) for any appropriation, in violation of his or her duties, of any business opportunity of the corporation,

(ii) for acts or omissions which involve intentional misconduct or a knowing violation of law,

(iii) for assenting to an unlawful distribution as defined in the Code, or

(iv) for any transaction from which he or she received an improper personal benefit.

Where approved or authorized according to this bylaw, the corporation may advance or reimburse expenses incurred in advance of final disposition of the proceeding only if

(i) The director or officer furnishes the corporation a written affirmation of his or her good faith belief that his or her conduct does not constitute behavior of the kind described in this bylaw which would prevent indemnification; and

(ii) The director or officer furnishes the corporation a written undertaking, executed personally or on his or her behalf, to repay any advances if it is ultimately determined that he or she is not entitled to indemnification under this bylaw.

8.07 Insurance

The corporation may purchase and maintain insurance on behalf of an individual

(i) who is a director, officer, employee, or agent of the corporation, or

(ii) who, while a director, officer, employee, or agent of the corporation, serves at the corporation's request as a director, officer, partner, trustee, employee or agent of another domestic or foreign corporation, partnership, joint venture, trust, employee benefit plan, or other entity

against liability asserted against or incurred by him or her in that capacity or arising from his or her status as a director, officer, employee, or agent, whether or not the corporation would have power to indemnify or advance expenses to him or her against the same liability under these bylaws or the Code.

8.09 Witness Fees

Nothing in these bylaws shall limit the corporation's power to pay or reimburse expenses incurred by a director or officer in connection with his or her appearance as a witness in a proceeding at a time when he or she is not a party.

8.10 Report to Shareholders

To the extent and in the manner required by the Code from time to time, if the corporation indemnifies or advances expenses to a director or officer in connection with a proceeding by or in the right of the corporation, the corporation shall report the indemnification or advance to the shareholders.

8.11 Effect of Amendments

No amendment, modification, or rescission of these bylaws, or any provision of the bylaws, the effect of which would diminish the rights to indemnification or advancement of expenses as set forth herein shall be effective as to any person with respect to any action taken or omitted by such person prior to such amendment, modification or rescission.

Article IX. Stock Certificates

9.01 Authorization and Issuance

In accordance with the Code, the Board of Directors may authorize shares of any class or series provided for in the corporation's Articles of incorporation to be issued for any consideration valid under the provisions of the Code. To the extent provided in the Articles of Incorporation, the Board of Directors shall determine the preferences, limitations, and relative rights of the shares.

9.02 Form

The interest of each shareholder in the corporation shall be evidenced by a certificate or certificates representing shares of the corporation which shall be in such form as the Board of Directors from time to time may adopt. Share certificates shall be numbered consecutively, shall be in registered form, shall indicate the date of issuance, the name of the corporation, that it is organized under the laws of the state of incorporation, the name of the shareholder, the number and class of shares, and the designation of the series, if any, represented by the certificate. Each certificate shall be signed by any one of the President, a Vice President, the Secretary, or the Treasurer. The corporate seal need not be affixed.

9.03 Registered Shareholders

Prior to due presentation for transfer of registration of its shares, the corporation may treat the registered owner of the shares as the person exclusively entitled to vote the shares, to receive any share dividend or distribution with respect to the shares, and for all other purposes. The corporation shall not be bound to recognize any equitable or other claim to or interest in the shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

9.04 Transfer of Shares

Transfers of shares shall be made upon the transfer books of the corporation, kept at the principle office of the corporation (or at the office of the transfer agent designated to transfer the shares, if any) only upon direction of the person named in the certificate, or by his or her attorney lawfully constituted in writing. Before a new certificate is issued, the old certificate shall be surrendered for cancellation or, in the case of a certificate alleged to have been lost, stolen, or destroyed, the requirements of the bylaw governing lost, stolen, or destroyed certificates shall have been met.

9.05 Record Date

For the purpose of determining shareholders entitled to notice of a shareholders' meeting, to

demand a special meeting, to vote, or to take any other action, the Board of Directors may fix a future date as the record date, which date shall be not more than seventy (70) days prior to the date on which the particular action requiring a determination of shareholders is to be taken. A determination of shareholders entitled to notice of or to vote at a shareholders' meeting is effective for any adjournment of the meeting unless the Board of Directors fixes a new record date, which it must do if the meeting is adjourned to a date more than 120 days after the date fixed for the original meeting. If no record date is fixed by the Board of Directors, the record date shall be determined in accordance with the provisions of the Code.

For the purpose of determining shareholders entitled to a distribution (other than one involving a purchase, redemption, or other reacquisition of the corporation's shares) or a share dividend, the Board of Directors may fix a date as the record date, if no record date is fixed by the Board of Directors, the record date shall be determined in accordance with the provisions of the Code.

9.06 Lost, Stolen, or Destroyed Certificates

Any person claiming a share certificate to be lost, stolen, or destroyed shall make an affidavit or affirmation of the fact in the manner required by the Board of Directors and, if the Board of Directors requires, shall give the corporation a bond of indemnity in form and amount, and with one or more sureties satisfactory to the Board of Directors, as the Board of Directors may require, whereupon an appropriate new certificate may be issued in lieu of the one alleged to have been lost, stolen or destroyed.

Article X. Miscellaneous

10.01 Fiscal Year

The fiscal year of the corporation shall be a twelve-month period, beginning January 1 and ending on December 31 each year, unless the Board of Directors, by resolution, fixes the fiscal year as an other time period.

10.02 Corporate Seal

If the Board of Directors determines that there should be a corporate seal for the corporation, it shall be in the form as the Board of Directors may from time to time determine.

10.03 Corporate Records

The Board of Directors shall have the power to determine which accounts, books, and records of the corporation shall be opened to the inspection of the shareholders, except those as may by law specifically be made open to inspection. The Board of Directors shall have the power to fix reasonable rules and regulations not in conflict with the applicable law for the inspection of accounts, books, and records which by law or by determination of the Board of Directors shall be open to inspection.

10.04 Annual Financial Statements

In accordance with the Code, the corporation shall prepare and provide to the shareholders such financial statements as may be required by the Code.

10.05 Amendments

The Board of Directors shall have the power to alter, amend, or repeal these bylaws or adopt new bylaws, but any bylaws adopted by the Board of Directors may be altered, amended, or repealed,

and new bylaws adopted, by the shareholders. The shareholders may prescribe, by expressing in the action they take in adopting or amending any bylaw or bylaws, that the bylaw or bylaws so adopted or amended shall not be altered, amended or repealed by the Board of Directors.

10.06 Conflict with Articles of Incorporation or Law; Severability

In the event that any provision of these bylaws conflicts with any provision of the Articles of Incorporation, the Articles of Incorporation shall govern. In the event that any of the provisions of these bylaws (including any provision within a single section, subsection, division or sentence) is held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions of the bylaws shall remain enforceable to the fullest extent permitted by law.

Exhibit 3.51

CERTIFIED COPY

ARTICLES OF INCORPORATION

OF

MILLCREEK SCHOOL OF ARKANSAS, INC.

The undersigned, a natural person of the age of twenty-one years or more, acting as incorporator of a corporation under the Arkansas Business Corporation Act (Act 576 of 1965), adopts the following articles of incorporation of such corporation:

FIRST: The name of the corporation is MILLCREEK SCHOOL OF ARKANSAS, INC.

SECOND: The period of duration is perpetual.

THIRD: The nature of the business of the corporation and the objects or purposes proposed to be transacted, promoted and carried on by it are as follows:

A] To operate a special education school and to perform all services and acts of business related to this.

B] To do everything necessary, suitable or proper for the accomplishment of the purposes, the attainment of the objects or the furtherance of the powers in these articles of incorporation, or any amendment thereof, as necessary or incidental to the protection and benefit of the corporation; and in general to carry on any lawful business necessary or incidental to the attainment of the objects of the corporation, whether or not such business is similar in nature to the objects set forth in these articles of incorporation or any amendment thereto.

C] The above powers are in addition to those granted by statute and they do not limit the powers so granted in any manner.

FOURTH: The aggregate number of shares which the corporation shall have the authority to issue is three hundred (300) shares. The shares shall be of common class only and will be without par value.

FIFTH: The amount of capital with which this corporation shall begin business is $300.00, and this corporation will not transact any business until there has been paid in for the issuance of shares consideration of the value of at least $300.00.

SIXTH: The provisions for the regulation of the internal affairs of the corporation are:

CERTIFIED COPY

The initial code of by-laws of the corporation shall be adopted by the Board of Directors. The power to amend or repeal the by-laws or to adopt a new code of by-laws shall be in the directors, but the affirmative vote of a majority of the directors shall be necessary to exercise that power. The code of by-laws may contain any provisions for the regulation and management of this corporation which are consistent with the Act and with these articles of incorporation.

SEVENTH: The address of the initial registered office of this corporation is:

Millcreek School of Arkansas, Inc.
308 Main Street
Fordyce, Arkansas 71742

The name of the initial registered agent at such address is:

Robin F. Wynne.

EIGHTH: The number of directors constituting the initial board of directors is two (2). The number of directors to be elected at the annual meeting (or special meeting called for that purpose) of the shareholders next following the time when shares of the corporation become owned of record by more than two shareholders shall be four (4).

NINTH: The name and address of the incorporator is:

Robin F. Wynne
Wynne Law Firm
P.O. Box 231
Fordyce, Arkansas 71742

IN WITNESS WHEREOF, I have hereunto set my hand this 24th day of April, 1987.

/s/ Robin F. Wynne
ROBIN F. WYNNE

CERTIFIED COPY

STATE OF ARKANSAS]
]
COUNTY OF DALLAS]

ACKNOWLEDGMENT

BE IT REMEMBERED that on the 24th day of April, 1987, personally came before me, the undersigned, a notary public within and for the State and County aforesaid, Robin F. Wynne, party to the foregoing Articles Of Incorporation, known to me personally to be such, and acknowledged the same to be the act and deed of the signer, and that the facts therein stated are truly set, forth.

Given under my hand and seal of office the 24th day of April, 1987.

/s/ Marilyn T. Narson
NOTARY PUBLIC

My Commission Expires:
9-11-92

(SEAL)

CERTIFIED COPY

34960
ILLEGIBLE

NOTICE OF CHANGE OF REGISTERED OFFICE
OR REGISTERED AGENT, OR BOTH

CERTIFIED COPY

To: W. J. "Bill" McCuen
Secretary of State
Corporation Division
State Capitol
Little Rock, Arkansas 72201-1094

Pursuant to the Corporation Laws of the State of Arkansas, the undersigned corporation submits the following statement for the purpose of changing its registered office or its registered agent, or both in the state of Arkansas. If this statement reflects a change of registered office, this form must be accompanied by notice of such change to any and all applicable corporations.

☐ Foreign
☐ Domestic

1. Name of corporation: Millcreek School of Arkansas

2. Address of its present registered office: 308 Main Street
Street Address
Fordyce, Arkansas 71742
City, State, Zip

3. Address to which registered office is to be changed:

Hwy 79 North, Industrial Park Drive, Fordyce, Arkansas 71742
Street Address, City, State, Zip

4. Name of present registered agent: Robin F. Wynne

5. Name of successor registered agent: Wanda Miles Bell

I, Wanda Miles Bell, hereby consent to serve as registered agent for this corporation.

/s/ Wanda Miles Bell
Successor Agent

A letter of consent from successor agent may be substituted in lieu of this signature.

6. The address of its registered office and the address of the business office of its registered agent, as changed, will be identical.

MUST BE FILED IN DUPLICATE

A copy bearing the file marks of the Secretary of State shall be returned.

If this corporation is governed by Act 576 of 1965 such change must be filed with the County Clerk of the County in which its registered office is located, unless the registered office is located in Pulaski County, in which event no filing with the County Clerk is required.

Dated May 10 1989.

/s/ James O. Stephens, Chairman of the Board

James O. Stephens
Name of Authorized Officer

Chairman of Board
Title of Authorized Officer

FILED - Arkansas Secretary of State #100034960 06/23/1997 00:

CERTIFIED COPY

FILED
CORPORATION DIVISION
34960
97 JUN 23 PM 1:40

SHAHON PRIEST
SECRETARY OF STATE
STATE OF ARKANSAS

BY /s/ Shahon Priest

ARTICLES OF AMENDMENT
OF
MILLCREEK SCHOOL OF ARKANSAS, INC.

ARTICLE ONE

The name of the corporation is Millcreek School of Arkansas, Inc. (the "Company").

ARTICLE TWO

Pursuant to section 4-27-1701 of the Arkansas Business Corporation Act of 1987 (the "1987 Act"), the Company, as adopted by the shareholders pursuant to the resolutions attached hereto as Exhibit A, hereby amends its Articles of Incorporation and elects to be governed by the 1987 Act.

ARTICLE THREE

The foregoing amendment was adopted by the Board of Directors of the Company as of June 23, 1997 and was approved on June 23, 1997 by a unanimous vote of the sole shareholder of the Company, holding all 100 shares of the Company's outstanding common stock, pursuant to the provisions of Section 4-26-302 of the Arkansas Business Corporation Act.

IN WITNESS WHEREOF, THE Company has caused these Articles of Amendment to be executed by its duly authorized officer this 23rd day of June, 1997.

MILLCREEK SCHOOL OF ARKANSAS, INC.

By: /s/ Joseph L. Stephens
Name: Joseph L. Stephens
Title: President

CERTIFIED COPY

CERTIFIED COPY

EXHIBIT A

MILLCREEK SCHOOL OF ARKANSAS, INC.

WRITTEN CONSENT OF SOLE SHAREHOLDER

The undersigned, being the holder of all issued and outstanding shares of common stock of Millcreek School of Arkansas, Inc., an Arkansas corporation (the "Corporation"), does hereby waive notice of the time, place and purpose of a meeting of the shareholders of the Corporation with respect to the following actions, and, acting pursuant to Section 4-26-710 of the Arkansas Business Corporation Act, does hereby consent to the taking of the following actions without a meeting, and, as evidenced by the signature below, does hereby adopt, ratify and confirm the following actions effective as of the 23rd day of June, 1997.

WHEREAS, the Board of Directors of the Corporation has recommended to the undersigned that the Corporation amend its Articles of Incorporation to elect to have the Corporation governed by the Arkansas Business Corporation Act of 1987 (the "1987 Act"); and

WHEREAS, the undersigned desires to amend the Articles of Incorporation of the Corporation to elect to have the Corporation governed by the 1987 Act.

NOW, THEREFORE, BE IT RESOLVED, that the Corporation's Articles of Incorporation shall be amended to change the Corporation's governing statutes from the Arkansas Business Corporation Act of 1965 to the 1987 Act, by filing Articles of Amendment in the appropriate form with the Secretary of State of the State of Arkansas; and

FURTHER RESOLVED, that the officers of the Corporation are hereby authorized and directed to take all actions and to do all things necessary to effect such amendment including, but not limited to, the execution and filing of said Articles of Amendment.

IN WITNESS WHEREOF, the undersigned has executed this consent action as of the 23rd day of June, 1997.

REHABILITATION CENTERS, INC.

By: _____

Title: _____

CERTIFIED COPY

Arkansas Secretary of State - Document No.: 554760002 - Date Filed: 05-28-2003 11:27 AM - Total Pages: 1

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Arkansas Secretary of State

[SEAL]

Charlie Daniels

State Capitol • Little Rock, Arkansas 72201-1094
501-682-3409 • www.sosweb.state.ar.us

NOTICE OF CHANGE OF REGISTERED OFFICE OR REGISTERED AGENT, OR BOTH

To: Charlie Daniels
Secretary of State
Corporations Division
State Capitol
Little Rock, Arkansas 72201-1094

Pursuant to the Corporation Laws of the State of Arkansas, (Act 958 of 1987), the undersigned corporation submits the following statement for the purpose of changing its registered office or its registered agent, or both in the State of Arkansas. If this statement reflects a change of registered office, this form must be accompanied by notice of such change to any and all applicable corporations.

☐ Foreign ☒ Domestic

1. Name of corporation: Millcreek School of Arkansas, Inc.

2. Street address of present registered office: Highway 79 North, Industrial Park Drive
Street Address

Fordyce, AR 71742
City, State, Zip

3. Street address to which registered office is to be changed:
425 West Capitol Avenue, Suite 1700, Little Rock, Arkansas 77201
Street Address, City, State, Zip

4. Name of present registered agent: Wanda Miles Bell

5. Name of successor registered agent: The Corporation Company

I, The Corporation Company hereby consent to serve as registered agent for this corporation.

By: /s/ Kirk Hood
Successor Agent
Kirk Hood, Assistant Secretary

A letter of consent from successor agent may be substituted in lieu of this signature.

6. The address of its registered office and the address of the business office of its registered agent, as changed, will be identical.

A copy bearing the file marks of the Secretary of State shall be returned.

If this corporation is governed by Act 576 of 1965 such change must be filed with the County Clerk of the County in which its registered office is located, unless the registered office is located in Pulaski County, in which event no filing with the County Clerk is required.

Dated 5/20/03

/s/ John Little
Signature of Authorized Officer

John Little, General Counsel
Title of Authorized Officer

Fee $25.00

DO-3/DN-04/F-06/ "New Code" Rev. 2/03

AR008 - 4/01/03 C T System Online

CERTIFIED COPY

FILED - Arkansas Secretary of State #100023259 06/19/2008 15:

CERTIFIED COPY

Arkansas Secretary of State

[SEAL]

Charlie Daniels

State Capitol Ÿ Little Rock, Arkansas 72201-1094
501-682-3409 Ÿ www.sos.arkansas.gov

Business & Commercial Services, 250 Victory Building, 1401 W. Capitol, Little Rock

NOTICE OF CHANGE OF COMMERCIAL REGISTERED AGENT INFORMATION
(PLEASE TYPE OR PRINT CLEARLY IN INK)

1. a. Current Name of Commercial Registered Agent: THE CORPORATION COMPANY

   b. New name of Commercial Registered Agent: THE CORPORATION COMPANY

2. a. Current address on file: 124 West Capitol Avenue
   Street Address
   Suite 1400 — Street Address Line 2
   Little Rock, AR 72201 – 3736 — City, State Zip

   b. New address: 124 West Capitol Avenue
   Street Address
   Suite 1900 — Street Address Line 2
   Little Rock, AR 72201 — City, State Zip

3. a, Jurisdiction / type of organization: BUSINESS CORPORATION

   b. New jurisdiction / new type of organization:_____

4. Attach a listing of ALL entities effected by the above change(s).

A commercial registered agent shall promptly furnish each entity It represents with notice of the filing of a statement of change.

I understand that knowingly signing a false document with the intent to file with the Arkansas Secretary of State is a Class C misdemeanor and is punishable by a fine up to $100.00 and/or imprisonment up to 30 days.

Executed this 28th day of April, 2008.

/s/ Marie Hauer, Asst Secy
Signature and Title of Authorized Individual

MARIE HAUER
Printed Name of Authorized Individual

NO FEE

CRA-CF Rev. 08/07

CERTIFIED COPY

FILED - Arkansas Secretary of State #100121981 06/19/2008 15:

CERTIFIED COPY

Arkansas Secretary of State

[SEAL]

State Capitol Ÿ Little Rock, Arkansas 72201-1094

Charlie Daniels **501-682-3409 Ÿ www.sos.arkansas.gov**

Business & Commercial Services, 250 Victory Building, 1401 W. Capitol, Little Rock

NOTICE OF CHANGE OF COMMERCIAL REGISTERED AGENT INFORMATION

(PLEASE TYPE OR PRINT CLEARLY IN INK)

1. a. Current Name of Commercial Registered Agent: THE CORPORATION COMPANY

   b. New name of Commercial Registered Agent: THE CORPORATION COMPANY

2. a. Current address on file: 124 West Capitol Avenue
   Street Address

   Suite 1400 Little Rock, AR 72201 – 3736
   Street Address Line 2 City, State Zip

   b. New address: 124 West Capitol Avenue
   Street Address

   Suite 1900 Little Rock, AR 72201
   Street Address Line 2 City, State Zip

3. a, Jurisdiction / type of organization: BUSINESS CORPORATION

   b. New jurisdiction / new type of organization:_____

4. Attach a listing of ALL entities effected by the above change(s).

A commercial registered agent shall promptly furnish each entity It represents with notice of the filing of a statement of change.

I understand that knowingly signing a false document with the intent to file with the Arkansas Secretary of State is a Class C misdemeanor and is punishable by a fine up to $100.00 and/or imprisonment up to 30 days.

Executed this 28th day of April, 2008.

/s/ Marie Hauer, Asst Secy MARIE HAUER

Signature and Title of Authorized Individual Printed Name of Authorized Individual

NO FEE **CRA-CF Rev. 08/07**

CERTIFIED COPY

Exhibit 3.52

MILLCREEK SCHOOLS OF ARKANSAS, INC.

AMENDED AND RESTATED BYLAWS

Adopted as of January 22, 2001

Corporate Bylaws

Article I. Definitions

1.01 Code

The Code means the applicable titles, parts, chapters, sections, and other divisions of the state of incorporation's statutory scheme governing the formation and operation of corporations.

1.02 Record Date

Record Date means the date established under the Code on which the corporation determines the identity of its shareholders and their shareholdings. Such determination shall be made as of the close of business on the record date unless another time for doing so is specified when the record date is fixed.

1.03 Voting Group

Voting Group means all shares of one or more classes or series that under the articles of incorporation or the Code are entitled to vote and be counted together collectively on a matter at a meeting of the shareholders. All shares entitled by the articles of incorporation or the Code to vote generally on the matter are for that purpose a single voting group.

1.04 Corporation

Corporation includes any domestic or foreign predecessor entity of the corporation in a merger or other transaction in which the predecessor's existence ceased upon consummation of the transaction.

1.05 Director or Officer

Director or Officer means an individual who is or was (i) a member of the Board of Directors, (ii) an individual elected or appointed by the Board of Directors to serve as an officer, or (iii) a member of any duly constituted Committee of the Board of Directors. "Director" or "officer" includes, unless the context otherwise requires, the estate or personal representative of a director or officer.

1.06 Disinterested Director or Officer

"Disinterested Director" or "Disinterested Officer" means a director or officer who, with respect to a determination of the authorization or non-authorization of an expense advancement or of indemnification, is neither:

(i) the individual whose indemnification or expense advancement is the subject of the decision being made; nor

(ii) An individual having a familial, financial, professional, or employment relationship with the person whose indemnification or advance for expenses is the subject of the decision being made with respect to the proceeding, which relationship would, in the circumstances, reasonably be expected to exert an influence on the director's or officer's judgment when voting on the decision being made.

1.07 Liability

Liability means the obligation to pay a judgment, settlement, penalty, fine (including an excise tax assessed with respect to an employee benefit plan), or reasonable expenses incurred with respect to a proceeding.

1.08 Official Capacity

When used with respect to a director, Official Capacity means the office of director in the corporation. When used with respect to an officer, Official Capacity means the office in the corporation held by the officer. Official capacity does not include service for any other domestic or foreign corporation or any partnership, joint venture, trust, employee benefit plan, or other entity.

1.09 Party

Party includes an individual who was, is, or is threatened to be made a named defendant or respondent in a proceeding.

1.10 Proceeding

Proceeding means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitrative, or investigative and whether formal or informal.

Article II. Offices and Agents

2.01 Registered Office and Agent

The corporation shall maintain a registered office and have a registered agent, whose business office address is identical to that of the registered office, in its state of incorporation and in each state in which the corporation is qualified to do business.

2.02 Other Offices

In addition to its registered office, the corporation may have offices at any other place or places, within or without the state of incorporation, as the Board of Directors may from time to time select or as the business of the corporation may require or make desirable.

Article III. Meetings of the Shareholders

3.01 Annual Meetings

An annual meeting of the shareholders shall be held for the election of directors at such date, time, and place, either within or without the state of incorporation, as may be designated by resolution of the Board of Directors from time to time. Such resolution shall designate the date, time, and place of the meeting. Any other proper business may be transacted at the annual meeting. If an annual meeting is not held as provided in this bylaw, any business, including the election of directors, that might properly have been acted upon at that meeting may be acted upon at a special meeting in lieu of the annual meeting held pursuant to these bylaws or held pursuant to a court order.

3.02 Special Meetings

Special meetings of the shareholders may be called for any purpose or purposes at any time by the Board of Directors, or by the President of the corporation, or by a Committee of the Board of Directors that has been duly designated and authorized by resolution of the Board of Directors to call such meetings. In addition, the Board of Directors shall call such a meeting upon the written request of shareholders holding at least twenty percent (20%) of all the votes entitled to be cast on the issue or issues proposed to be considered at the requested special meeting.

3.03 Quorum

With respect to shares entitled to vote as a separate voting group on a matter at a meeting of shareholders, the presence, in person or by proxy, of a majority of the votes entitled to be cast on the matter by the voting group shall constitute a quorum of that voting group for action on that matter unless the articles of incorporation or the Code provide otherwise. Once a share is represented for any purpose at a meeting, other than solely to object to holding the meeting or to transacting business at the meeting, it is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of the meeting unless a new record date is or must be set for the adjourned meeting pursuant to the bylaw governing the fixing of the record date with regard to shareholder action.

3.04 Adjournment and Reconvention

Whether or not a quorum is present to organize a meeting, any meeting of shareholders may be adjourned by the holders of a majority of the voting shares represented at the meeting to reconvene at a specific time and place, but no later than 120 days after the date fixed for the original meeting unless the requirements of the Code concerning the selection of a new record date have been met. At any reconvened meeting within that time period, any business may be transacted that could have been transacted at the meeting that was adjourned.

3.05 Presiding Officer

The Chief Executive Officer shall serve as the Presiding Officer of every meeting of shareholders unless another person is elected by the shareholders to serve as Presiding Officer at the meeting. The Presiding Officer shall appoint any persons he deems required to assist with the meeting.

3.06 Vote Required for Action

If a quorum exists, action on a matter (other than the election of directors) by a voting group is approved if the votes cast within the voting group favoring the action exceed the votes cast opposing the action, unless the articles of incorporation, provisions of these bylaws validly adopted by the shareholders, or the Code requires a greater number of affirmative votes. If the articles of incorporation or the Code provide for voting by two or more voting groups on a matter, action on that matter is taken only when voted upon by each of those voting groups counted separately. Action may be taken by one voting group on a matter even though no action is taken by another voting group entitled to vote on the matter. With regard to the election of directors, unless otherwise provided in the articles of incorporation, if a quorum exists, action on the election of directors is taken by a plurality of the votes cast by the shares entitled to vote in the election.

3.07 Shares Held by Another Corporation

Shares standing in the name of another corporation, domestic or foreign, may be voted by such officer, agent, or proxy as the by-laws of such other corporation may prescribe, or, in the absence of such a provision, as the board of directors of such other corporation may determine.

3.08 Method of Voting Shares

Unless the articles of incorporation or the Code provide otherwise, each outstanding share having voting rights shall be entitled to one vote on each matter submitted to a vote at a meeting of the shareholders. Voting on all matters shall be by voice vote or by show of hands unless any qualified voter, prior to the voting on any matter, demands vote by ballot, in which case each ballot shall state the name of the shareholder voting and the number of shares voted by him, and if the ballot be cast by proxy, it shall also state the name of the proxy.

3.09 Proxies

A shareholder entitled to vote on a matter may vote in person or by proxy pursuant to an appointment of proxy executed in writing by the shareholder or by his attorney-in-fact. An appointment of proxy shall be valid for only one meeting to be specified therein, and any adjournments of such meeting, but shall not be valid for more than eleven months unless expressly provided therein. Appointments of proxy shall be dated and filed with the records of the meeting to which they relate. If the validity of any appointment of proxy is questioned, it must be submitted to the secretary of the meeting of shareholders for examination or to a proxy officer or committee appointed by the meeting's presiding officer. The secretary of the meeting or, if appointed, the proxy officer or committee, shall determine the validity or invalidity of any appointment of proxy submitted for examination. Reference in the minutes of the meeting by the secretary or, if appointed, the proxy officer or committee, as to the regularity of an appointment of proxy shall be received as prima facie evidence of the facts stated for the purpose of establishing the presence of a quorum at the meeting and for all other purposes.

3.10 Action Without a Meeting

Any action required or permitted to be taken at a meeting of the shareholders, may be taken without a meeting if the action is taken by all shareholders entitled to vote on the action. Or, if allowed by the articles of incorporation, such action may be taken without a meeting by persons who would be entitled to vote shares having voting power to cast not less than the minimum number (or numbers, in the case of voting by groups) of votes that would be necessary to authorize or take the action at a meeting at which all shareholders entitled to vote were present and voted. The action without a meeting must be evidenced by one or more written consents describing the action taken, signed by shareholders entitled to take action without a meeting, and delivered to the corporation for inclusion in the minutes or filing with the corporate records. The corporation shall give written notice of actions so taken.

3.11 Notice

Unless waived as contemplated in these bylaws, a notice of each meeting of shareholders, stating the date, time, and place of the meeting shall be given not less than ten (10) days nor more than sixty (60) days before the date thereof, to each shareholder entitled to vote at that meeting. In the case of an annual meeting, the notice need not state the purpose or purposes of the meeting unless the articles of incorporation or the Code requires otherwise. In the case of a special meeting, including a special meeting in lieu of an annual meeting, the notice of meeting shall state the purpose or purposes for which the meeting is called.

Article IV. Board of Directors

4.01 Powers

All corporate powers, which are lawful and do not violate any legal agreement among shareholders and which are not prohibited by the articles of incorporation or these bylaws, shall be exercised by or under the authority of, and the business and affairs of the corporation shall be managed under, the direction of the Board of Directors. The Board of Directors may, by resolution, vote any shares of stock owned by the corporation. Also, the Board of Directors from time to time in its discretion may authorize or declare distributions or share dividends in accordance with the Code.

4.02 Number

The number and composition of the corporation's Board of Directors shall initially be that which is specified in the articles of incorporation. If the articles of incorporation do not specify the number and composition of the Board of Directors, then the Board of Director's shall consist of one member, the

Chief Executive Officer of the corporation. Thereafter, the number and composition of the Board of Directors may be changed from time to time by an action of the shareholders.

4.03 Election

Except as provided for in the bylaw addressing vacancies in the Board of Directors, the Directors shall be elected by a vote of the shareholders at each annual meeting of shareholders or special meeting in lieu of the annual meeting.

4.04 Term of Office

Except in the case of death, written resignation, retirement, disqualification, or removal, each director shall serve until the next succeeding annual meeting or special meeting in lieu of an annual meeting and thereafter until his successor is elected and qualifies or until the number of directors is decreased.

4.05 Removal

One or more directors may be removed from office with or without cause by the shareholders by a majority of the votes entitled to be cast. If the director was elected by a voting group, only the shareholders of that voting group may participate in the vote to remove him. Removal action may be taken at any meeting of shareholders with respect to which the notice stated that the purpose, or one of the purposes, of the meeting is removal of the director, and a removed director's successor may be elected at the same meeting.

4.06 Vacancies

A vacancy occurring in the Board of Directors, other than by reason of an increase in the number of directors, shall be filled for the unexpired term by the first to take action of (a) the shareholders or (b) the Board of Directors, and if the directors remaining in office constitute fewer than a quorum of the Board of Directors, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office. If the vacant office was held by a director elected by a voting group, only the holders of shares of that voting group or the remaining directors elected by that voting group are entitled to vote to fill the vacancy. A vacancy occurring in the Board of Directors by reason of an increase in the number of directors shall be filled in like manner as any other vacancy, but, if filled by action of the Board of Directors, shall only be for a term of office continuing until the next election of directors by the shareholders and until the election and qualification of a successor.

4.07 Committees

The Board of Directors, by resolution, may designate from among its members an executive committee and one or more other committees, each consisting of one or more directors all of whom serve at the pleasure of the Board of Directors. Except as limited by the Code, each committee shall have the authority set forth in the resolution establishing the committee. The provisions of these bylaws as to the Board of Directors and its deliberations shall be applicable to any committee of the Board of Directors. All decisions and actions of any committee created by these bylaws or resulting from the authority granted by these bylaws, shall be subject to the discretionary review and approval of the Board of Directors.

4.08 Compensation

Unless the articles of incorporation provide otherwise, the Board of Directors may determine from time to time the compensation, if any, directors may receive for their services as directors. A

director may also serve the corporation in a capacity other than that of director and receive compensation, as determined by the Board of Directors, for services rendered in such other capacity.

Article V. Meetings of the Board of Directors

5.01 Regular Meetings

Regular meetings of the Board of Directors shall be held immediately after the annual meeting of shareholders or a special meeting in lieu of the annual meeting. In addition, the Board of Directors may schedule other meetings to occur at regular intervals throughout the year.

5.02 Special Meetings

Special meetings of the Board of Directors may be called by or at the request of the Chief Executive Officer of the corporation, by the sole director of the board or, if the board consists of more than one director, by any two directors in office at that time.

5.03 Quorums

Unless a greater number is required by the articles of incorporation, these bylaws, or the Code, a quorum of the Board of Directors consists of a majority of the total number of directors.

5.04 Adjournments

Whether or not a quorum is present to organize a meeting, any meeting of directors (including an adjourned meeting) may be adjourned by a majority of the directors present to reconvene at a specific time and place. At any reconvened meeting, any business may be transacted that could have been transacted at the meeting that was adjourned. It shall not be necessary to give any notice of the reconvened meeting or of the business to be transacted, if the date, time and place of the reconvened meeting are announced at the meeting that was adjourned.

5.05 Action Without a Meeting

Unless the Code, the articles of incorporation, or these bylaws provide otherwise, any action required or permitted to be taken at any meeting of the Board of Directors, or any action that may be taken at a meeting of an authorized committee of the Board of Directors, may be taken without a meeting if the action is taken by all the members of the Board of Directors (or of the committee, as the case may be). The action must be evidenced by one or more written consents describing the action taken, signed by each director (or each director serving on the committee, as the case may be), and delivered to the corporation for inclusion in the minutes or filing with the corporate records.

5.06 Meetings by Telephone

Any or all directors may participate in a meeting of the Board of Directors, and members of an authorized committee of the Board of Directors may participate in a meeting of the committee (as the case may be), through the use of any means of communication by which all directors participating may simultaneously hear each other during the meeting.

5.07 Place of Meetings

Directors may hold their meetings at any place within or without the state of incorporation, as the Board of Directors may from time to time establish for regular meetings or as set forth in the notice of special meetings or, in the event of a meeting held pursuant to waiver of notice, as set forth in the

waiver.

5.08 Notice of Meetings

No notice shall be required for any regularly scheduled meeting of the directors. Unless waived as contemplated in these bylaws, each director shall be given at least five day's notice of each special meeting stating the date, time, and place of the meeting. It is not required that the purpose of a Directors' meeting be stated in any notice of such a meeting, whether the meeting is a regular or a special meeting.

5.09 Vote Required for Action

If a quorum is present when a vote is taken, the affirmative vote of a majority of directors present is the act of the Board of Directors unless the Code, the articles of incorporation, or these bylaws require the vote of a greater number of directors.

A director who is present at a meeting of the Board of Directors, or an authorized committee of the Board of Directors, when corporate action is taken is deemed to have assented to the action taken unless:

(i) he objects at the beginning of the meeting (or promptly upon his arrival) to holding the meeting or to transacting business at the meeting,

(ii) his dissent or abstention from the action taken is entered in the minutes of the meeting, or

(iii) he delivers written notice of his dissent or abstention to the presiding officer of the meeting before its adjournment or to the corporation immediately after adjournment of the meeting.

The right of dissent or abstention is not available to a director who votes in favor of the action taken.

Article VI. Shareholder and Director Notices

6.1 Delivery of Notice

Whenever these bylaws require notice to be given to any shareholder or director, the notice shall be given in accordance with this bylaw. Notice under these bylaws shall be in writing unless oral notice is reasonable under the circumstances. Any notice to directors may be written or oral. Notice may be communicated in person, by telephone, telegraph, teletype, other form of wire or wireless communication, or by mail or private carrier. If these forms of personal notice are impracticable, notice may be communicated by a newspaper of general circulation in the area where published, or by radio, television, or other form of public broadcast communication. Written notice to the shareholders, if in a comprehensible form, is effective when mailed, if mailed with first-class postage prepaid and correctly addressed to the shareholder's address shown in the corporation's current record of shareholders.

6.2 When Effective

Except as otherwise provided in this bylaw, written notice, if in a comprehensible form, is effective at the earliest of the following:

(i) when received or when delivered, properly addressed, to the addressee's last known

principal place of business or residence;

(ii) five days after deposit in the mail, as evidenced by the postmark, if mailed with first-class postage prepaid and correctly addressed, or

(iii) on the date shown on the return receipt, if sent by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee.

Oral notice is effective when communicated if communicated in a comprehensible manner.

In calculating time periods for notice, when a period of time measured in days, weeks, months, years, or other measurement of time is prescribed for the exercise of any privilege or the discharge of any duty, the first day shall not be counted but the last day shall be counted.

6.3 Waiver

A shareholder or director may waive any notice before or after the date and time stated in the notice. Except as provided in this bylaw, the waiver must be in writing, be signed by the shareholder or director entitled to the notice, and be delivered to the corporation for inclusion in the minutes or filing with the corporate records.

A shareholder's attendance at a meeting (i) waives objection to lack of notice or defective notice of the meeting, unless the shareholder at the beginning of the meeting objects to holding the meeting or transacting business at the meeting; and (ii) waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the shareholder objects to considering the matter when it is presented.

A director's attendance at or participation in a meeting waives any required notice to him of the meeting unless the director at the beginning of the meeting (or promptly upon his arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Unless required by the Code, neither the business transacted nor the purpose of the meeting need be specified in the waiver.

6.4 Notice Following Adjournment

If notice of an adjourned meeting of the shareholders or of the directors was properly given, it shall not be necessary to give any notice of the reconvened meeting or of the business to be transacted, if the date, time and place of the reconvened meeting are announced at the meeting that was adjourned and before adjournment; provided, however, that if a new record date of shares is or must be fixed, notice of the reconvened meeting must be given to persons who are shareholders as of the new record date.

Article VII. Officers

7.01 Number

The officers of the corporation shall consist of a Board Chairman, a President, a Secretary, a Treasurer, and any other officers as may be appointed by the Board of Directors or by an other duly appointed officer pursuant to these bylaws. The Board of Directors shall from time to time create and establish the duties of the other officers. Any two or more offices may be held by the same person.

7.02 Chairman of Board

The Chairman of the Board of Directors shall preside at all meetings of the Board of Directors and shall have authority to execute bonds, mortgages, and other contracts requiring a seal, under the seal of the corporation; to endorse, when sold, assigned, transferred, or otherwise disposed of by the corporation, all certificates or shares of stock, bonds, or other securities issued by other corporations, associations, trusts, whether public or private, or by any government agency thereof, and owned or held by the corporation, and to make, execute, and deliver all instruments or assignments of transfer of any such stocks, bonds, or other securities. The Chairman of the Board may, with the approval of the Board of Directors, or shall, at the direction of the Board of Directors, delegate any or all of such duties to the President.

7.03 President

The President shall be the Chief Executive Officer of the corporation and shall have general supervision of the business of the corporation. The President shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall perform such other duties as may from time to time be delegated by the Board of Directors. In the absence of the Chairman of the Board, the President shall have authority to do any and all things delegated to the Chairman of the Board of Directors.

7.04 Vice President

In the absence or disability of the President, or at the direction of the President, the Vice President, if any, shall perform the duties and exercise the powers of the President. If the corporation has more than one Vice President, the one designated by the Board of Directors shall act in lieu of the President. Vice Presidents shall perform whatever duties and have whatever powers the Board of Directors may from time to time assign.

7.05 Secretary

The Secretary shall be responsible for preparing minutes of the acts and proceedings of all meetings of the shareholders, the Board of Directors, and any Committees thereof. The Secretary shall have authority to give all notices required by the Code or these bylaws. The Secretary shall be responsible for the custody of the corporate books, records, contracts, and other documents. The Secretary may affix the corporate seal to any lawfully executed documents and shall sign any instruments as may require his or her signature. The Secretary shall authenticate records of the corporation. The Secretary shall perform whatever additional duties and have whatever additional powers the Board of Directors may from time to time assign. In the absence or disability of the Secretary or at the direction of the President, any assistant secretary may perform the duties and exercise the powers of the Secretary.

7.06 Treasurer

The Treasurer shall be responsible for the custody of all funds and securities belonging to the corporation and for the receipt, deposit, or disbursement of funds and securities under the direction of the Board of Directors. The Treasurer shall cause to be maintained full and true accounts of all receipts and disbursements and shall make reports of the same to the Board of Directors and the President upon request. The Treasurer shall perform all duties as may be assigned to him from time to time by the Board of Directors.

7.07 Appointment, Term, and Removal

All officers shall be appointed by the Board of Directors or by a duly appointed officer pursuant to these bylaws and shall serve at the pleasure of the Board of Directors or the appointing officers, as the case may be. All officers, however appointed, may be removed with or without cause by the Board of Directors, and any officer appointed by another officer may also be removed by the appointing officer with or without cause.

7.08 Compensation

The compensation of all officers of the corporation appointed by the Board of Directors shall be fixed by the Board of Directors.

7.09 Bonds

The Board of Directors may, by resolution, require any or all of the officers, agents, or employees of the corporation to give bonds to the corporation, with sufficient surety or sureties, conditioned on the faithful performance of the duties of their respective offices or positions, and to comply with any other conditions as from time to time may be required by the Board of Directors.

Article VIII. Indemnification

8.01 Basic Indemnification Arrangement

Except as provided in these bylaws, the corporation shall indemnify an individual who is a party to a proceeding because he or she is or was a director or officer against liability incurred in the proceeding if:

(i) Such Director or Officer conducted himself in good faith and reasonably believed:

(a) in the case of conduct in his or her official capacity, that such conduct was in the best interests of the corporation;

(b) In all other cases, that such conduct was at least not opposed to the best interests of the corporation; and

(c) In the case of any criminal proceeding, that the individual had no reasonable cause to believe such conduct was unlawful, or

(ii) Such Director's or Officer's conduct with respect to an employee benefit plan, which is the subject of the proceeding, was for a purpose he believed in good faith to be in the interests of the participants in and beneficiaries of the plan.

The termination of a proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent is not, of itself, determinative that the director or officer did not meet the requisite standard of conduct described in this bylaw.

The corporation may not indemnify a director or officer under this Article:

(i) In connection with a proceeding by or in the right of the corporation, except for reasonable expenses incurred in connection with the proceeding if it is determined that the director or officer has met the requisite standard of conduct under this bylaw; or

(ii) In connection with any proceeding with respect to conduct for which he or she was adjudged liable on the basis that personal benefit was improperly received by him or her, whether or not involving action in his or her official capacity.

8.02 Advances for Expenses

The corporation may, before final disposition of a proceeding, advance funds to pay for or reimburse the reasonable expenses, including counsel fees, incurred by a director or officer who is a party to a proceeding because he or she is a director or officer if he or she delivers to the corporation:

(i) A written affirmation of his or her good faith belief that he or she has met the requisite standard of conduct described in the Basic Indemnification Arrangement bylaw or that the proceeding involves conduct for which such person's liability has been eliminated under the corporation's articles of incorporation; and

(ii) His or her written undertaking to repay any funds advanced if it is ultimately determined that the director or officer is not entitled to indemnification under this Article or the Code. This undertaking to repay must be an unlimited general obligation of the director or officer but need not be secured and may be accepted without reference to the financial ability of the director or officer to make repayment.

Authorizations for expense advancements shall be made:

(i) By the board of directors:

(a) by a majority vote of a quorum consisting of disinterested directors, or

(b) if such a quorum is not obtainable (or is obtainable and a majority vote of a quorum of disinterested directors so directs), by independent legal counsel in a written opinion; or

(ii) By a majority vote of the shareholders; however, shares owned or voted under the control of a director or officer who at the time does not qualify as a disinterested director or disinterested officer with respect to the proceeding may not be voted on the authorization.

8.03 Court-Ordered Indemnification and Advances for Expenses

A director or officer who is a party to a proceeding because he or she is a director or officer may apply for indemnification or advance for expenses to the court conducting the proceeding or to another court of competent jurisdiction. Pursuant to the Code, after receipt of an application and after giving any notice it considers necessary, the court shall:

(i) Order indemnification or advance for expenses if it determines that the director or officer is entitled to indemnification; or

(ii) Order indemnification or advance for expenses if it determines, in view of all the relevant circumstances, that it is fair and reasonable to indemnify the director or officer, or to advance expenses to the director or officer, even if the director or officer has not met the relevant standard of conduct, failed to comply with the requirements for advance of expenses, or was adjudged liable on the basis that personal benefit was improperly received by him or her, whether or not involving action in his or her official capacity. However, if the director or officer was adjudged so liable, the indemnification shall be

limited to reasonable expenses incurred in connection with the proceeding.

If the court determines that the director or officer is entitled to indemnification or advance for expenses, it may also order the corporation to pay the director's or officer's reasonable expenses to obtain court-ordered indemnification or advance for expenses.

8.04 Determination and Authorization of Indemnification

The corporation acknowledges that indemnification of a director or officer according to these bylaws has been pre-authorized by the corporation as permitted by the Code. Nevertheless, the corporation shall not indemnify a director or officer under these bylaws unless a determination has been made for the specific proceeding that indemnification of the director or officer is permissible in the circumstances because he or she has met the relevant standard of conduct set forth in the Basic Indemnification Arrangement. However, regardless of the result or absence of any such determination, the corporation shall indemnify a director or officer who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which he or she was a party because he or she was a director or officer of the corporation against reasonable expenses incurred by the director or officer in connection with the proceeding.

The determination of indemnification shall be made:

(i) by the board of directors:

  (a) by a majority vote of a quorum consisting of disinterested directors; or

  (b) if such a quorum is not obtainable or is obtainable and a majority vote of a quorum of disinterested directors so directs, by independent legal counsel in a written opinion; or

(ii) by a majority vote of the shareholders, but shares owned by or voted under the control of a director or officer who at the time does not qualify as a disinterested director or disinterested officer may not be voted on the determination.

As acknowledged above, the corporation has pre-authorized the indemnification of directors and officers hereunder, subject to a determination for a specific proceeding that the director or officer met the relevant standard of conduct under the Basic Indemnification Arrangement. Consequently, no further decision need or shall be made on a case-by-case basis as to the authorization of the corporation's indemnification of directors or officers hereunder. Nevertheless, evaluation as to reasonableness of expenses of a director or officer for a specific proceeding shall be made in the same manner as the determination that indemnification is permissible, except that if there are fewer than two disinterested directors or if the determination is made by special legal counsel, evaluation as to reasonableness of expenses shall be made by the Board of Directors, the members of which may or may not be disinterested.

8.05 Indemnification of Employees and Agents

The corporation may indemnify and advance expenses under these bylaws to an employee or agent of the corporation who is not a director or officer to the extent, consistent with public policy, that such indemnification and advances may be provided to a director or officer.

8.06 Shareholder Approved Indemnification

If authorized by the articles of incorporation, the bylaws, or by a contract or resolution

approved or ratified by the shareholders of the corporation by a majority of the votes entitled to be cast, the corporation may indemnify or obligate itself to indemnify a director or officer made a party to a proceeding, including a proceeding brought by or in the right of the corporation, without regard to the limitations in other sections of these bylaws, but shares owned or voted under the control of a director or officer who at the time of such authorization does not qualify as a disinterested director or disinterested officer with respect to any existing or threatened proceeding that would be covered by the authorization may not be voted on the authorization.

Nevertheless, the corporation shall not indemnify a director or officer under this bylaw for any liability incurred in a proceeding in which the director or officer is adjudged liable to the corporation or is subjected to injunctive relief in favor of the corporation:

(i) for any appropriation, in violation of his or her duties, of any business opportunity of the corporation,

(ii) for acts or omissions which involve intentional misconduct or a knowing violation of law,

(iii) for assenting to an unlawful distribution as defined in the Code, or

(iv) for any transaction from which he or she received an improper personal benefit.

Where approved or authorized according to this bylaw, the corporation may advance or reimburse expenses incurred in advance of final disposition of the proceeding only if

(i) The director or officer furnishes the corporation a written affirmation of his or her good faith belief that his or her conduct does not constitute behavior of the kind described in this bylaw which would prevent indemnification; and

(ii) The director or officer furnishes the corporation a written undertaking, executed personally or on his or her behalf, to repay any advances if it is ultimately determined that he or she is not entitled to indemnification under this bylaw.

8.07 Insurance

The corporation may purchase and maintain insurance on behalf of an individual

(i) who is a director, officer, employee, or agent of the corporation, or

(ii) who, while a director, officer, employee, or agent of the corporation, serves at the corporation's request as a director, officer, partner, trustee, employee or agent of another domestic or foreign corporation, partnership, joint venture, trust, employee benefit plan, or other entity

against liability asserted against or incurred by him or her in that capacity or arising from his or her status as a director, officer, employee, or agent, whether or not the corporation would have power to indemnify or advance expenses to him or her against the same liability under these bylaws or the Code.

8.09 Witness Fees

Nothing in these bylaws shall limit the corporation's power to pay or reimburse expenses incurred by a director or officer in connection with his or her appearance as a witness in a proceeding at a time when he or she is not a party.

8.10 Report to Shareholders

To the extent and in the manner required by the Code from time to time, if the corporation indemnifies or advances expenses to a director or officer in connection with a proceeding by or in the right of the corporation, the corporation shall report the indemnification or advance to the shareholders.

8.11 Effect of Amendments

No amendment, modification, or rescission of these bylaws, or any provision of the bylaws, the effect of which would diminish the rights to indemnification or advancement of expenses as set forth herein shall be effective as to any person with respect to any action taken or omitted by such person prior to such amendment, modification or rescission.

Article IX. Stock Certificates

9.01 Authorization and Issuance

In accordance with the Code, the Board of Directors may authorize shares of any class or series provided for in the corporation's Articles of Incorporation to be issued for any consideration valid under the provisions of the Code. To the extent provided in the Articles of Incorporation, the Board of Directors shall determine the preferences, limitations, and relative rights of the shares.

9.02 Form

The interest of each shareholder in the corporation shall be evidenced by a certificate or certificates representing shares of the corporation which shall be in such form as the Board of Directors from time to time may adopt. Share certificates shall be numbered consecutively, shall be in registered form, shall indicate the date of issuance, the name of the corporation, that it is organized under the laws of the state of incorporation, the name of the shareholder, the number and class of shares, and the designation of the series, if any, represented by the certificate. Each certificate shall be signed by any one of the President, a Vice President, the Secretary, or the Treasurer. The corporate seal need not be affixed.

9.03 Registered Shareholders

Prior to due presentation for transfer of registration of its shares, the corporation may treat the registered owner of the shares as the person exclusively entitled to vote the shares, to receive any share dividend or distribution with respect to the shares, and for all other purposes. The corporation shall not be bound to recognize any equitable or other claim to or interest in the shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

9.04 Transfer of Shares

Transfers of shares shall be made upon the transfer books of the corporation, kept at the principle office of the corporation (or at the office of the transfer agent designated to transfer the shares, if any) only upon direction of the person named in the certificate, or by his or her attorney lawfully constituted in writing. Before a new certificate is issued, the old certificate shall be surrendered for cancellation or, in the case of a certificate alleged to have been lost, stolen, or destroyed, the requirements of the bylaw governing lost, stolen, or destroyed certificates shall have been met.

9.05 Record Date

For the purpose of determining shareholders entitled to notice of a shareholders' meeting, to

demand a special meeting, to vote, or to take any other action, the Board of Directors may fix a future date as the record date, which date shall be not more than seventy (70) days prior to the date on which the particular action requiring a determination of shareholders is to be taken. A determination of shareholders entitled to notice of or to vote at a shareholders' meeting is effective for any adjournment of the meeting unless the Board of Directors fixes a new record date, which it must do if the meeting is adjourned to a date more than 120 days after the date fixed for the original meeting. If no record date is fixed by the Board of Directors, the record date shall be determined in accordance with the provisions of the Code.

For the purpose of determining shareholders entitled to a distribution (other than one involving a purchase, redemption, or other reacquisition of the corporation's shares) or a share dividend, the Board of Directors may fix a date as the record date, if no record date is fixed by the Board of Directors, the record date shall be determined in accordance with the provisions of the Code.

9.06 Lost, Stolen, or Destroyed Certificates

Any person claiming a share certificate to be lost, stolen, or destroyed shall make an affidavit or affirmation of the fact in the manner required by the Board of Directors and, if the Board of Directors requires, shall give the corporation a bond of indemnity in form and amount, and with one or more sureties satisfactory to the Board of Directors, as the Board of Directors may require, whereupon an appropriate new certificate may be issued in lieu of the one alleged to have been lost, stolen or destroyed.

Article X. Miscellaneous

10.01 Fiscal Year

The fiscal year of the corporation shall be a twelve-month period, beginning January 1 and ending on December 31 each year, unless the Board of Directors, by resolution, fixes the fiscal year as an other time period.

10.02 Corporate Seal

If the Board of Directors determines that there should be a corporate seal for the corporation, it shall be in the form as the Board of Directors may from time to time determine.

10.03 Corporate Records

The Board of Directors shall have the power to determine which accounts, books, and records of the corporation shall be opened to the inspection of the shareholders, except those as may by law specifically be made open to inspection. The Board of Directors shall have the power to fix reasonable rules and regulations not in conflict with the applicable law for the inspection of accounts, books, and records which by law or by determination of the Board of Directors shall be open to inspection.

10.04 Annual Financial Statements

In accordance with the Code, the corporation shall prepare and provide to the shareholders such financial statements as may be required by the Code.

10.05 Amendments

The Board of Directors shall have the power to alter, amend, or repeal these bylaws or adopt new bylaws, but any bylaws adopted by the Board of Directors may be altered, amended, or repealed,

and new bylaws adopted, by the shareholders. The shareholders may prescribe, by expressing in the action they take in adopting or amending any bylaw or bylaws, that the bylaw or bylaws so adopted or amended shall not be altered, amended or repealed by the Board of Directors.

10.06 Conflict with Articles of Incorporation or Law; Severability

In the event that any provision of these bylaws conflicts with any provision of the Articles of Incorporation, the Articles of Incorporation shall govern. In the event that any of the provisions of these bylaws (including any provision within a single section, subsection, division or sentence) is held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions of the bylaws shall remain enforceable to the fullest extent permitted by law.

Exhibit 3.53

(TO BE EXECUTED IN DUPLICATE)
ARTICLES OF INCORPORATION

OF

Millcreek Schools Inc.

We, the undersigned natural persons of the age of twenty-one years or more, acting as incorporators of a corporation under the Mississippi Business Corporation Act, adopt the following Articles of Incorporation for such corporation:

FIRST: The name of the corporation is MILLCREEK SCHOOLS INC.

SECOND: The period of its duration is NINTY-NINE (99) Years
(May not exceed 99 years)

THIRD: The specific purpose or purposes for which the corporation is organized stated in general terms are:

(SEE EXHIBIT "A" ATTACHED HERETO)

(It is not necessary to set forth in the Articles of Incorporation any of the powers set forth in section 4 of the Mississippi Business Corporation Act).

(Use the following if the shares are to consist of one class only)

FOURTH: The aggregate number of shares which the corporation shall have authority to issue is 1,000 shares of common stock of the par value of ONE Dollars ($ 1.00) each (or without par value) (par value or sales price shall not be less than $1.00 per share) (If no par shares are set out, then the sales price per share, if desired)

(Use the following if the shares are divided into classes)

FOURTH: The aggregate number of shares which the corporation is authorized to issue is N/A , divided into N/A classes. The designation of each class, the number of shares of each class and the par value, if any, of the shares of each class, or a statement that the shares of any class are without par value, are as follows:

Number of Shares	Class	Series (If any)	Par Value per Share or Statement That Shares are Without Par Value
N/A	N/A	N/A	N/A

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The preferences, limitations and relative rights in respect of the shares of each class and the variations in the relative rights and preferences as between series of any perferred or special class in series are as follows: (Insert a statement of any authority to be vested in the board of directors to establish series and fix and determine the variations in the relative rights and preferences as between series)

–NONE–

FIFTH: The corporation will not commence business until consideration of the value of at least $1,000 has been received for the issuance of shares.

SIXTH: Provisions granting to shareholders the preemptive right to acquire additional or treasury shares of the corporation are:

–NONE–

SEVENTH: The post office address of its initial registered office is 900 First Avenue

North West, P. O. Box 608, (Street and Number) Magee, (City) Mississippi (State)

39111 , and the name of its initial registered agent at such address is Ras Keys

EIGHTH: The number of directors constituting the initial board of directors of the corporation, which must be not less than three (3), is four (4) and the names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors are elected and shall qualify are:

NAME	STREET AND POST OFFICE ADDRESS
Ras Keys	900 1st Ave., Magee, Ms. 39111
Dr. James O. Stephens	P. O. Box 545, Magee, Ms. 39111
Carolyn Terrell Stephens	P. O. Box 545, Magee, Ms. 39111
Pauline S. Keys	446 Colonial Drive, Magee, Ms. 39111

NINTH: The name and post office address of each incorporator is:

NAME	STREET AND POST OFFICE ADDRESS
Ras Keys	900 1st Avenue, N.W. P. O. Box 608 Magee, MS 39111
Doctor J. O. Stephens	P. O. Box 545 Magee, MS 39111

(Here set forth any provision, not inconsistent with law, which is desired to be set forth in the Articles: Including, any provision restricting the transfers of shares or any provision required or permitted to be set forth in the by-laws)

–None–

Dated June 2, 19 81

/s/ Ras Keys
RAS KEYS

/s/ J. O. Stephens
J. O. STEPHENS
Incorporators

ACKNOWLEDGMENT

STATE OF MISSISSIPPI

County of SIMPSON }

This day personally appeared before me, the undersigned authority RAS KEYS

and DOCTOR J. O. STEPHENS, XXXXXXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXXXX, XXXXXXXXXXXXXXXXXXXXX, XXXXXXXXXXXXXXXXXXXXXX

incorporators of the corporation known as the MILLCREEK SCHOOLS, INC.
who acknowledged that they signed and executed the above and foregoing articles of Incorporation as their

act and deed on this the 2nd day of JUNE, 19 81

/s/ [Illegible signature]
Notary Public

My Commission expires: Sept. 8, 1984
(NOTARIAL SEAL)

Note: On all addresses the street and number must be shown if there is a street or number)

C-8

Exhibit A”

To engage in and carry on the business of operating a residential or day school providing remedial educational services through classroom instruction, personalized instruction, and other activities or methods of instruction which will serve to promote the remedial educational process and to teach and instruct others in the methods of remedial education.

To have full authority to acquire, hold, own, mortgage, sale, assign, transfer, invest, trade, lease, and deal in or with any and all property owned by the corporation, and to perform all acts, and do all things necessary to acquire title to any such property or dispose of same in the general operation or conduct of the business of said corporation. In order to promote the business of said corporation for the aforesaid purposes, the corporation shall have the right to own, operate or franchise one or more places of business, and without limit or restriction to hold, own, purchase, convey, lease, rent, encumber, borrow upon and give notes and deeds of trust or other forms of indebtedness as to real or personal property, and to deal generally in real, personal, and mixed property, all in such manner and upon such terms as the officers of this corporation shall deem necessary or proper.

To do everything necessary, suitable, and proper for the accomplishment of any of the purposes or the attainment of any of the objectives or the furtherance of the powers heretofore, or hereinafter set forth, either alone or in association with other corporations, firms, and individuals, and do every other act, or acts, thing or things, incidential to or growing out of or connected with the aforesaid business, or any part thereof.

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Articles of Amendment

The undersigned persons, pursuant to Section 79-4-10.06 (if a profit corporation) or Section 79-11-305 (if a nonprofit corporation) of the Mississippi Code of 1972, hereby execute the following document and set forth:

1. Type of Corporation

⇒ ☒ Profit ☐ Nonprofit

2. Name of Corporation

⇒ Millcreek Schools, Inc.

3. The future effective date is (Complete if applicable) N/A

4. Set forth the text of each amendment adopted.

5. If an amendment for a business corporation provides for an exchange, reclassification, or cancellation of issued shares, set forth the provisions for implementing the amendment if they are not contained in the amendment itself. (Attach page)

6. The amendment(s) was (were) adopted on

⇒ June 12, 1998 Date(s)

FOR PROFIT CORPORATION (Check the appropriate box)

⇒ Adopted by ☐ the incorporators ☐ directors without shareholder action and shareholder action was not required.

FOR NONPROFIT CORPORATION (Check the appropriate box)

⇒ Adopted by ☐ the incorporators ☐ board of directors without member action and member action was not required.

FOR PROFIT CORPORATION

7. If the amendment was approved by shareholders

(a) The designation, number of outstanding shares, number of votes entitled to be cast by each voting group entitled to vote separately on the amendment, and the number of votes of each voting group indisputably represented at the meeting were

Designation	No. of outstanding shares	No. of votes entitled to be cast	No. of votes indisputably represented
⇒ Common Stock	1,000	1,000	1,000

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Articles of Amendment

⇒			

(b) EITHER

(i) the total number of votes cast for and against the amendment by each voting group entitled to vote separately on the amendment was

Voting group	Total no. of votes cast FOR	Total no. of votes cast AGAINST
⇒			
⇒			

OR

(ii) the total number of undisputed votes cast for the amendment by each voting group was

Voting group	Total no. of undisputed votes cast FOR the plan
⇒		
⇒		

and the number of votes cast for the amendment by each voting group was sufficient for approval by that voting group.

FOR NONPROFIT CORPORATION

8. If the amendment was approved by the members

(a) The designation, number of memberships outstanding, number of votes entitled to be cast by each class entitled to vote separately on the amendment, and the number of votes of each class indisputably represented at the meeting were

Designation	No. of memberships outstanding	No. of votes entitled to be cast	No. of votes indisputably represented
⇒				
⇒				

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Articles of Amendment

(b) EITHER

(i) the total number of votes cast for and against the amendment by each class entitled to vote separately on the amendment was

Voting class	Total no. of votes cast FOR	Total no. of votes cast AGAINST

OR

(ii) the total number of undisputed votes cast for the amendment by each class was

Voting class	Total no. of undisputed votes cast FOR the amendment

and the number of votes cast for the amendment by each voting group was sufficient for approval by that voting proud.

By: Signature /s/ Kevin P. Sheehan (Please keep writing within blocks)

Printed Name Kevin P. Sheehan Title President & CEO

Rev. 01/96

Articles of Amendment
Millcreek Schools, Inc.

Attachment:

4. Article Eighth of the Articles of Incorporation is hereby deleted in its entirety.

Business ID: 212006
Date Filed: 11/14/2011 12:00 PM
C. Delbert Hosemann, Jr.
Secretary of State

ARTICLES OF AMENDMENT TO
CERTIFICATE OF INCORPORATION
OF
MILLCREEK SCHOOLS, INC.

In accordance with the provisions of the Mississippi Business Corporation Act (the "Act"), Millcreek Schools, Inc. (the "Corporation"), organized and existing under and by virtue of the provisions of the Act and all amendments thereto, does hereby submit this Amendment to its Certificate of Incorporation:

1. The name of the corporation is Millcreek Schools, Inc.
2. Section 8 of the Certificate of Incorporation is hereby amended and restated in its entirety to read as follows:

   "EIGHTH: The number of directors of the Corporation shall be one or more, who will be elected at the annual shareholder meeting or such other time as the shareholder may determine. Each director shall hold office until director's successor is elected and qualified or until such director's earlier resignation or removal."
3. This amendment is duly authorized and adopted by the sole shareholder by written consent action taken effective as of September 30, 2011.
4. The corporation has 1,000 shares of common stock outstanding and entitled to vote on this amendment, all of which were voted in favor of the amendment.
5. This Amendment, which will constitute an amendment to the Certificate of Incorporation, is to be effective when filing with the Commission.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Amendment this the 10th day of November, 2011.

MILLCREEK SCHOOLS, INC.

By: /s/ Christopher L. Howard
Christopher L. Howard
Vice President and Secretary

8088143.1

Exhibit 3.54

MILLCREEK SCHOOLS, INC.

AMENDED AND RESTATED BYLAWS

Adopted as of January 22, 2001

Corporate Bylaws

Article I. Definitions

1.01 Code

The Code means the applicable titles, parts, chapters, sections, and other divisions of the state of incorporation's statutory scheme governing the formation and operation of corporations.

1.02 Record Date

Record Date means the date established under the Code on which the corporation determines the identity of its shareholders and their shareholdings. Such determination shall be made as of the close of business on the record date unless another time for doing so is specified when the record date is fixed.

1.03 Voting Group

Voting Group means all shares of one or more classes or series that under the articles of incorporation or the Code are entitled to vote and be counted together collectively on a matter at a meeting of the shareholders. All shares entitled by the articles of incorporation or the Code to vote generally on the matter are for that purpose a single voting group.

1.04 Corporation

Corporation includes any domestic or foreign predecessor entity of the corporation in a merger or other transaction in which the predecessor's existence ceased upon consummation of the transaction.

1.05 Director or Officer

Director or Officer means an individual who is or was (i) a member of the Board of Directors, (ii) an individual elected or appointed by the Board of Directors to serve as an officer, or (iii) a member of any duly constituted Committee of the Board of Directors. "Director" or "officer" includes, unless the context otherwise requires, the estate or personal representative of a director or officer.

1.06 Disinterested Director or Officer

"Disinterested Director" or "Disinterested Officer" means a director or officer who, with respect to a determination of the authorization or non-authorization of an expense advancement or of indemnification, is neither:

(i) the individual whose indemnification or expense advancement is the subject of the decision being made; nor

(ii) An individual having a familial, financial, professional, or employment relationship with the person whose indemnification or advance for expenses is the subject of the decision being made with respect to the proceeding, which relationship would, in the circumstances, reasonably be expected to exert an influence on the director's or officer's judgment when voting on the decision being made.

1.07 Liability

Liability means the obligation to pay a judgment, settlement, penalty, fine (including an excise tax assessed with respect to an employee benefit plan), or reasonable expenses incurred with respect to a proceeding.

1.08 Official Capacity

When used with respect to a director, Official Capacity means the office of director in the corporation. When used with respect to an officer, Official Capacity means the office in the corporation held by the officer. Official capacity does not include service for any other domestic or foreign corporation or any partnership, joint venture, trust, employee benefit plan, or other entity.

1.09 Party

Party includes an individual who was, is, or is threatened to be made a named defendant or respondent in a proceeding.

1.10 Proceeding

Proceeding means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitrative, or investigative and whether formal or informal.

Article II. Offices and Agents

2.01 Registered Office and Agent

The corporation shall maintain a registered office and have a registered agent, whose business office address is identical to that of the registered office, in its state of incorporation and in each state in which the corporation is qualified to do business.

2.02 Other Offices

In addition to its registered office, the corporation may have offices at any other place or places, within or without the state of incorporation, as the Board of Directors may from time to time select or as the business of the corporation may require or make desirable.

Article III. Meetings of the Shareholders

3.01 Annual Meetings

An annual meeting of the shareholders shall be held for the election of directors at such date, time, and place, either within or without the state of incorporation, as may be designated by resolution of the Board of Directors from time to time. Such resolution shall designate the date, time, and place of the meeting. Any other proper business may be transacted at the annual meeting. If an annual meeting is not held as provided in this bylaw, any business, including the election of directors, that might properly have been acted upon at that meeting may be acted upon at a special meeting in lieu of the annual meeting held pursuant to these bylaws or held pursuant to a court order.

3.02 Special Meetings

Special meetings of the shareholders may be called for any purpose or purposes at any time by the Board of Directors, or by the President of the corporation, or by a Committee of the Board of Directors that has been duly designated and authorized by resolution of the Board of Directors to call such meetings. In addition, the Board of Directors shall call such a meeting upon the written request of shareholders holding at least twenty percent (20%) of all the votes entitled to be cast on the issue or issues proposed to be considered at the requested special meeting.

3.03 Quorum

With respect to shares entitled to vote as a separate voting group on a matter at a meeting of shareholders, the presence, in person or by proxy, of a majority of the votes entitled to be cast on the matter by the voting group shall constitute a quorum of that voting group for action on that matter unless the articles of incorporation or the Code provide otherwise. Once a share is represented for any purpose at a meeting, other than solely to object to holding the meeting or to transacting business at the meeting, it is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of the meeting unless a new record date is or must be set for the adjourned meeting pursuant to the bylaw governing the fixing of the record date with regard to shareholder action.

3.04 Adjournment and Reconvention

Whether or not a quorum is present to organize a meeting, any meeting of shareholders may be adjourned by the holders of a majority of the voting shares represented at the meeting to reconvene at a specific time and place, but no later than 120 days after the date fixed for the original meeting unless the requirements of the Code concerning the selection of a new record date have been met. At any reconvened meeting within that time period, any business may be transacted that could have been transacted at the meeting that was adjourned.

3.05 Presiding Officer

The Chief Executive Officer shall serve as the Presiding Officer of every meeting of shareholders unless another person is elected by the shareholders to serve as Presiding Officer at the meeting. The Presiding Officer shall appoint any persons he deems required to assist with the meeting.

3.06 Vote Required for Action

If a quorum exists, action on a matter (other than the election of directors) by a voting group is approved if the votes cast within the voting group favoring the action exceed the votes cast opposing the action, unless the articles of incorporation, provisions of these bylaws validly adopted by the shareholders, or the Code requires a greater number of affirmative votes. If the articles of incorporation or the Code provide for voting by two or more voting groups on a matter, action on that matter is taken only when voted upon by each of those voting groups counted separately. Action may be taken by one voting group on a matter even though no action is taken by another voting group entitled to vote on the matter. With regard to the election of directors, unless otherwise provided in the articles of incorporation, if a quorum exists, action on the election of directors is taken by a plurality of the votes cast by the shares entitled to vote in the election.

3.07 Shares Held by Another Corporation

Shares standing in the name of another corporation, domestic or foreign, may be voted by such officer, agent, or proxy as the by-laws of such other corporation may prescribe, or, in the absence of such a provision, as the board of directors of such other corporation may determine.

3.08 Method of Voting Shares

Unless the articles of incorporation or the Code provide otherwise, each outstanding share having voting rights shall be entitled to one vote on each matter submitted to a vote at a meeting of the shareholders. Voting on all matters shall be by voice vote or by show of hands unless any qualified voter, prior to the voting on any matter, demands vote by ballot, in which case each ballot shall state the name of the shareholder voting and the number of shares voted by him, and if the ballot be cast by proxy, it shall also state the name of the proxy.

3.09 Proxies

A shareholder entitled to vote on a matter may vote in person or by proxy pursuant to an appointment of proxy executed in writing by the shareholder or by his attorney-in-fact. An appointment of proxy shall be valid for only one meeting to be specified therein, and any adjournments of such meeting, but shall not be valid for more than eleven months unless expressly provided therein. Appointments of proxy shall be dated and filed with the records of the meeting to which they relate. If the validity of any appointment of proxy is questioned, it must be submitted to the secretary of the meeting of shareholders for examination or to a proxy officer or committee appointed by the meeting's presiding officer. The secretary of the meeting or, if appointed, the proxy officer or committee, shall determine the validity or invalidity of any appointment of proxy submitted for examination. Reference in the minutes of the meeting by the secretary or, if appointed, the proxy officer or committee, as to the regularity of an appointment of proxy shall be received as prima facie evidence of the facts stated for the purpose of establishing the presence of a quorum at the meeting and for all other purposes.

3.10 Action Without a Meeting

Any action required or permitted to be taken at a meeting of the shareholders, may be taken without a meeting if the action is taken by all shareholders entitled to vote on the action. Or, if allowed by the articles of incorporation, such action may be taken without a meeting by persons who would be entitled to vote shares having voting power to cast not less than the minimum number (or numbers, in the case of voting by groups) of votes that would be necessary to authorize or take the action at a meeting at which all shareholders entitled to vote were present and voted. The action without a meeting must be evidenced by one or more written consents describing the action taken, signed by shareholders entitled to take action without a meeting, and delivered to the corporation for inclusion in the minutes or filing with the corporate records. The corporation shall give written notice of actions so taken.

3.11 Notice

Unless waived as contemplated in these bylaws, a notice of each meeting of shareholders, stating the date, time, and place of the meeting shall be given not less than ten (10) days nor more than sixty (60) days before the date thereof, to each shareholder entitled to vote at that meeting. In the case of an annual meeting, the notice need not state the purpose or purposes of the meeting unless the articles of incorporation or the Code requires otherwise. In the case of a special meeting, including a special meeting in lieu of an annual meeting, the notice of meeting shall state the purpose or purposes for which the meeting is called.

Article IV. Board of Directors

4.01 Powers

All corporate powers, which are lawful and do not violate any legal agreement among shareholders and which are not prohibited by the articles of incorporation or these bylaws, shall be exercised by or under the authority of, and the business and affairs of the corporation shall be managed under, the direction of the Board of Directors. The Board of Directors may, by resolution, vote any shares of stock owned by the corporation. Also, the Board of Directors from time to time in its discretion may authorize or declare distributions or share dividends in accordance with the Code.

4.02 Number

The number and composition of the corporation's Board of Directors shall initially be that which is specified in the articles of incorporation. If the articles of incorporation do not specify the number and composition of the Board of Directors, then the Board of Director's shall consist of one member, the

Chief Executive Officer of the corporation. Thereafter, the number and composition of the Board of Directors may be changed from time to time by an action of the shareholders.

4.03 Election

Except as provided for in the bylaw addressing vacancies in the Board of Directors, the Directors shall be elected by a vote of the shareholders at each annual meeting of shareholders or special meeting in lieu of the annual meeting.

4.04 Term of Office

Except in the case of death, written resignation, retirement, disqualification, or removal, each director shall serve until the next succeeding annual meeting or special meeting in lieu of an annual meeting and thereafter until his successor is elected and qualifies or until the number of directors is decreased.

4.05 Removal

One or more directors may be removed from office with or without cause by the shareholders by a majority of the votes entitled to be cast. If the director was elected by a voting group, only the shareholders of that voting group may participate in the vote to remove him. Removal action may be taken at any meeting of shareholders with respect to which the notice stated that the purpose, or one of the purposes, of the meeting is removal of the director, and a removed director's successor may be elected at the same meeting.

4.06 Vacancies

A vacancy occurring in the Board of Directors, other than by reason of an increase in the number of directors, shall be filled for the unexpired term by the first to take action of (a) the shareholders or (b) the Board of Directors, and if the directors remaining in office constitute fewer than a quorum of the Board of Directors, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office. If the vacant office was held by a director elected by a voting group, only the holders of shares of that voting group or the remaining directors elected by that voting group are entitled to vote to fill the vacancy. A vacancy occurring in the Board of Directors by reason of an increase in the number of directors shall be filled in like manner as any other vacancy, but, if filled by action of the Board of Directors, shall only be for a term of office continuing until the next election of directors by the shareholders and until the election and qualification of a successor.

4.07 Committees

The Board of Directors, by resolution, may designate from among its members an executive committee and one or more other committees, each consisting of one or more directors all of whom serve at the pleasure of the Board of Directors. Except as limited by the Code, each committee shall have the authority set forth in the resolution establishing the committee. The provisions of these bylaws as to the Board of Directors and its deliberations shall be applicable to any committee of the Board of Directors. All decisions and actions of any committee created by these bylaws or resulting from the authority granted by these bylaws, shall be subject to the discretionary review and approval of the Board of Directors.

4.08 Compensation

Unless the articles of incorporation provide otherwise, the Board of Directors may determine from time to time the compensation, if any, directors may receive for their services as directors. A

director may also serve the corporation in a capacity other than that of director and receive compensation, as determined by the Board of Directors, for services rendered in such other capacity.

Article V. Meetings of the Board of Directors

5.01 Regular Meetings

Regular meetings of the Board of Directors shall be held immediately after the annual meeting of shareholders or a special meeting in lieu of the annual meeting. In addition, the Board of Directors may schedule other meetings to occur at regular intervals throughout the year.

5.02 Special Meetings

Special meetings of the Board of Directors may be called by or at the request of the Chief Executive Officer of the corporation, by the sole director of the board or, if the board consists of more than one director, by any two directors in office at that time.

5.03 Quorums

Unless a greater number is required by the articles of incorporation, these bylaws, or the Code, a quorum of the Board of Directors consists of a majority of the total number of directors.

5.04 Adjournments

Whether or not a quorum is present to organize a meeting, any meeting of directors (including an adjourned meeting) may be adjourned by a majority of the directors present to reconvene at a specific time and place. At any reconvened meeting, any business may be transacted that could have been transacted at the meeting that was adjourned. It shall not be necessary to give any notice of the reconvened meeting or of the business to be transacted, if the date, time and place of the reconvened meeting are announced at the meeting that was adjourned.

5.05 Action Without a Meeting

Unless the Code, the articles of incorporation, or these bylaws provide otherwise, any action required or permitted to be taken at any meeting of the Board of Directors, or any action that may be taken at a meeting of an authorized committee of the Board of Directors, may be taken without a meeting if the action is taken by all the members of the Board of Directors (or of the committee, as the case may be). The action must be evidenced by one or more written consents describing the action taken, signed by each director (or each director serving on the committee, as the case may be), and delivered to the corporation for inclusion in the minutes or filing with the corporate records.

5.06 Meetings by Telephone

Any or all directors may participate in a meeting of the Board of Directors, and members of an authorized committee of the Board of Directors may participate in a meeting of the committee (as the case may be), through the use of any means of communication by which all directors participating may simultaneously hear each other during the meeting.

5.07 Place of Meetings

Directors may hold their meetings at any place within or without the state of incorporation, as the Board of Directors may from time to time establish for regular meetings or as set forth in the notice of special meetings or, in the event of a meeting held pursuant to waiver of notice, as set forth in the waiver.

5.08 Notice of Meetings

No notice shall be required for any regularly scheduled meeting of the directors. Unless waived as contemplated in these bylaws, each director shall be given at least five day's notice of each special meeting stating the date, time, and place of the meeting. It is not required that the purpose of a Directors' meeting be stated in any notice of such a meeting, whether the meeting is a regular or a special meeting.

5.09 Vote Required for Action

If a quorum is present when a vote is taken, the affirmative vote of a majority of directors present is the act of the Board of Directors unless the Code, the articles of incorporation, or these bylaws require the vote of a greater number of directors.

A director who is present at a meeting of the Board of Directors, or an authorized committee of the Board of Directors, when corporate action is taken is deemed to have assented to the action taken unless:

(i) he objects at the beginning of the meeting (or promptly upon his arrival) to holding the meeting or to transacting business at the meeting,

(ii) his dissent or abstention from the action taken is entered in the minutes of the meeting, or

(iii) he delivers written notice of his dissent or abstention to the presiding officer of the meeting before its adjournment or to the corporation immediately after adjournment of the meeting.

The right of dissent or abstention is not available to a director who votes in favor of the action taken.

Article VI. Shareholder and Director Notices

6.1 Delivery of Notice

Whenever these bylaws require notice to be given to any shareholder or director, the notice shall be given in accordance with this bylaw. Notice under these bylaws shall be in writing unless oral notice is reasonable under the circumstances. Any notice to directors may be written or oral. Notice may be communicated in person, by telephone, telegraph, teletype, other form of wire or wireless communication, or by mail or private carrier. If these forms of personal notice are impracticable, notice may be communicated by a newspaper of general circulation in the area where published, or by radio, television, or other form of public broadcast communication. Written notice to the shareholders, if in a comprehensible form, is effective when mailed, if mailed with first-class postage prepaid and correctly addressed to the shareholder's address shown in the corporation's current record of shareholders.

6.2 When Effective

Except as otherwise provided in this bylaw, written notice, if in a comprehensible form, is effective at the earliest of the following:

(i) when received or when delivered, properly addressed, to the addressee's last known

principal place of business or residence;

(ii) five days after deposit in the mail, as evidenced by the postmark, if mailed with first-class postage prepaid and correctly addressed, or

(iii) on the date shown on the return receipt, if sent by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee.

Oral notice is effective when communicated if communicated in a comprehensible manner.

In calculating time periods for notice, when a period of time measured in days, weeks, months, years, or other measurement of time is prescribed for the exercise of any privilege or the discharge of any duty, the first day shall not be counted but the last day shall be counted.

6.3 Waiver

A shareholder or director may waive any notice before or after the date and time stated in the notice. Except as provided in this bylaw, the waiver must be in writing, be signed by the shareholder or director entitled to the notice, and be delivered to the corporation for inclusion in the minutes or filing with the corporate records.

A shareholder's attendance at a meeting (i) waives objection to lack of notice or defective notice of the meeting, unless the shareholder at the beginning of the meeting objects to holding the meeting or transacting business at the meeting; and (ii) waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the shareholder objects to considering the matter when it is presented.

A director's attendance at or participation in a meeting waives any required notice to him of the meeting unless the director at the beginning of the meeting (or promptly upon his arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Unless required by the Code, neither the business transacted nor the purpose of the meeting need be specified in the waiver.

6.4 Notice Following Adjournment

If notice of an adjourned meeting of the shareholders or of the directors was properly given, it shall not be necessary to give any notice of the reconvened meeting or of the business to be transacted, if the date, time and place of the reconvened meeting are announced at the meeting that was adjourned and before adjournment; provided, however, that if a new record date of shares is or must be fixed, notice of the reconvened meeting must be given to persons who are shareholders as of the new record date.

Article VII. Officers

7.01 Number

The officers of the corporation shall consist of a Board Chairman, a President, a Secretary, a Treasurer, and any other officers as may be appointed by the Board of Directors or by an other duly appointed officer pursuant to these bylaws. The Board of Directors shall from time to time create and establish the duties of the other officers. Any two or more offices may be held by the same person.

7.02 Chairman of Board

The Chairman of the Board of Directors shall preside at all meetings of the Board of Directors and shall have authority to execute bonds, mortgages, and other contracts requiring a seal, under the seal of the corporation; to endorse, when sold, assigned, transferred, or otherwise disposed of by the corporation, all certificates or shares of stock, bonds, or other securities issued by other corporations, associations, trusts, whether public or private, or by any government agency thereof, and owned or held by the corporation, and to make, execute, and deliver all instruments or assignments of transfer of any such stocks, bonds, or other securities. The Chairman of the Board may, with the approval of the Board of Directors, or shall, at the direction of the Board of Directors, delegate any or all of such duties to the President.

7.03 President

The President shall be the Chief Executive Officer of the corporation and shall have general supervision of the business of the corporation. The President shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall perform such other duties as may from time to time be delegated by the Board of Directors. In the absence of the Chairman of the Board, the President shall have authority to do any and all things delegated to the Chairman of the Board of Directors.

7.04 Vice President

In the absence or disability of the President, or at the direction of the President, the Vice President, if any, shall perform the duties and exercise the powers of the President. If the corporation has more than one Vice President, the one designated by the Board of Directors shall act in lieu of the President. Vice Presidents shall perform whatever duties and have whatever powers the Board of Directors may from time to time assign.

7.05 Secretary

The Secretary shall be responsible for preparing minutes of the acts and proceedings of all meetings of the shareholders, the Board of Directors, and any Committees thereof. The Secretary shall have authority to give all notices required by the Code or these bylaws. The Secretary shall be responsible for the custody of the corporate books, records, contracts, and other documents. The Secretary may affix the corporate seal to any lawfully executed documents and shall sign any instruments as may require his or her signature. The Secretary shall authenticate records of the corporation. The Secretary shall perform whatever additional duties and have whatever additional powers the Board of Directors may from time to time assign. In the absence or disability of the Secretary or at the direction of the President, any assistant secretary may perform the duties and exercise the powers of the Secretary.

7.06 Treasurer

The Treasurer shall be responsible for the custody of all funds and securities belonging to the corporation and for the receipt, deposit, or disbursement of funds and securities under the direction of the Board of Directors. The Treasurer shall cause to be maintained full and true accounts of all receipts and disbursements and shall make reports of the same to the Board of Directors and the President upon request. The Treasurer shall perform all duties as may be assigned to him from time to time by the Board of Directors.

7.07 Appointment, Term, and Removal

All officers shall be appointed by the Board of Directors or by a duly appointed officer pursuant to these bylaws and shall serve at the pleasure of the Board of Directors or the appointing officers, as the case may be. All officers, however appointed, may be removed with or without cause by the Board of Directors, and any officer appointed by another officer may also be removed by the appointing officer with or without cause.

7.08 Compensation

The compensation of all officers of the corporation appointed by the Board of Directors shall be fixed by the Board of Directors.

7.09 Bonds

The Board of Directors may, by resolution, require any or all of the officers, agents, or employees of the corporation to give bonds to the corporation, with sufficient surety or sureties, conditioned on the faithful performance of the duties of their respective offices or positions, and to comply with any other conditions as from time to time may be required by the Board of Directors.

Article VIII. Indemnification

8.01 Basic Indemnification Arrangement

Except as provided in these bylaws, the corporation shall indemnify an individual who is a party to a proceeding because he or she is or was a director or officer against liability incurred in the proceeding if:

(i) Such Director or Officer conducted himself in good faith and reasonably believed:

(a) In the case of conduct in his or her official capacity, that such conduct was in the best interests of the corporation;

(b) In all other cases, that such conduct was at least not opposed to the best interests of the corporation; and

(c) In the case of any criminal proceeding, that the individual had no reasonable cause to believe such conduct was unlawful, or

(ii) Such Director's or Officer's conduct with respect to an employee benefit plan, which is the subject of the proceeding, was for a purpose he believed in good faith to be in the interests of the participants in and beneficiaries of the plan.

The termination of a proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent is not, of itself, determinative that the director or officer did not meet the requisite standard of conduct described in this bylaw.

The corporation may not indemnify a director or officer under this Article:

(i) In connection with a proceeding by or in the right of the corporation, except for reasonable expenses incurred in connection with the proceeding if it is determined that the director or officer has met the requisite standard of conduct under this bylaw; or

(ii) In connection with any proceeding with respect to conduct for which he or she was adjudged liable on the basis that personal benefit was improperly received by him or her, whether or not involving action in his or her official capacity.

8.02 Advances for Expenses

The corporation may, before final disposition of a proceeding, advance funds to pay for or reimburse the reasonable expenses, including counsel fees, incurred by a director or officer who is a party to a proceeding because he or she is a director or officer if he or she delivers to the corporation:

(i) A written affirmation of his or her good faith belief that he or she has met the requisite standard of conduct described in the Basic Indemnification Arrangement bylaw or that the proceeding involves conduct for which such person's liability has been eliminated under the corporation's articles of incorporation; and

(ii) His or her written undertaking to repay any funds advanced if it is ultimately determined that the director or officer is not entitled to indemnification under this Article or the Code. This undertaking to repay must be an unlimited general obligation of the director or officer but need not be secured and may be accepted without reference to the financial ability of the director or officer to make repayment.

Authorizations for expense advancements shall be made:

(i) By the board of directors:

(a) by a majority vote of a quorum consisting of disinterested directors, or

(b) if such a quorum is not obtainable (or is obtainable and a majority vote of a quorum of disinterested directors so directs), by independent legal counsel in a written opinion; or

(ii) By a majority vote of the shareholders; however, shares owned or voted under the control of a director or officer who at the time does not qualify as a disinterested director or disinterested officer with respect to the proceeding may not be voted on the authorization.

8.03 Court-Ordered Indemnification and Advances for Expenses

A director or officer who is a party to a proceeding because he or she is a director or officer may apply for indemnification or advance for expenses to the court conducting the proceeding or to another court of competent jurisdiction. Pursuant to the Code, after receipt of an application and after giving any notice it considers necessary, the court shall:

(i) Order indemnification or advance for expenses if it determines that the director or officer is entitled to indemnification; or

(ii) Order indemnification or advance for expenses if it determines, in view of all the relevant circumstances, that it is fair and reasonable to indemnify the director or officer, or to advance expenses to the director or officer, even if the director or officer has not met the relevant standard of conduct, failed to comply with the requirements for advance of expenses, or was adjudged liable on the basis that personal benefit was improperly received by him or her, whether or not involving action in his or her official capacity. However, if the director or officer was adjudged so liable, the indemnification shall be

limited to reasonable expenses incurred in connection with the proceeding.

If the court determines that the director or officer is entitled to indemnification or advance for expenses, it may also order the corporation to pay the director's or officer's reasonable expenses to obtain court-ordered indemnification or advance for expenses.

8.04 Determination and Authorization of Indemnification

The corporation acknowledges that indemnification of a director or officer according to these bylaws has been pre-authorized by the corporation as permitted by the Code. Nevertheless, the corporation shall not indemnify a director or officer under these bylaws unless a determination has been made for the specific proceeding that indemnification of the director or officer is permissible in the circumstances because he or she has met the relevant standard of conduct set forth in the Basic Indemnification Arrangement. However, regardless of the result or absence of any such determination, the corporation shall indemnify a director or officer who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which he or she was a party because he or she was a director or officer of the corporation against reasonable expenses incurred by the director or officer in connection with the proceeding.

The determination of indemnification shall be made:

(i) by the board of directors:

  (a) by a majority vote of a quorum consisting of disinterested directors; or

  (b) if such a quorum is not obtainable or is obtainable and a majority vote of a quorum of disinterested directors so directs, by independent legal counsel in a written opinion; or

(ii) by a majority vote of the shareholders, but shares owned by or voted under the control of a director or officer who at the time does not qualify as a disinterested director or disinterested officer may not be voted on the determination.

As acknowledged above, the corporation has pre-authorized the indemnification of directors and officers hereunder, subject to a determination for a specific proceeding that the director or officer met the relevant standard of conduct under the Basic Indemnification Arrangement. Consequently, no further decision need or shall be made on a case-by-case basis as to the authorization of the corporation's indemnification of directors or officers hereunder. Nevertheless, evaluation as to reasonableness of expenses of a director or officer for a specific proceeding shall be made in the same manner as the determination that indemnification is permissible, except that if there are fewer than two disinterested directors or if the determination is made by special legal counsel, evaluation as to reasonableness of expenses shall be made by the Board of Directors, the members of which may or may not be disinterested.

8.05 Indemnification of Employees and Agents

The corporation may indemnify and advance expenses under these bylaws to an employee or agent of the corporation who is not a director or officer to the extent, consistent with public policy, that such indemnification and advances may be provided to a director or officer.

8.06 Shareholder Approved indemnification

If authorized by the articles of incorporation, the bylaws, or by a contract or resolution

approved or ratified by the shareholders of the corporation by a majority of the votes entitled to be cast, the corporation may indemnify or obligate itself to indemnify a director or officer made a party to a proceeding, including a proceeding brought by or in the right of the corporation, without regard to the limitations in other sections of these bylaws, but shares owned or voted under the control of a director or officer who at the time of such authorization does not qualify as a disinterested director or disinterested officer with respect to any existing or threatened proceeding that would be covered by the authorization may not be voted on the authorization.

Nevertheless, the corporation shall not indemnify a director or officer under this bylaw for any liability incurred in a proceeding in which the director or officer is adjudged liable to the corporation or is subjected to injunctive relief in favor of the corporation:

(i) for any appropriation, in violation of his or her duties, of any business opportunity of the corporation,

(ii) for acts or omissions which involve intentional misconduct or a knowing violation of law,

(iii) for assenting to an unlawful distribution as defined in the Code, or

(iv) for any transaction from which he or she received an improper personal benefit.

Where approved or authorized according to this bylaw, the corporation may advance or reimburse expenses incurred in advance of final disposition of the proceeding only if

(i) The director or officer furnishes the corporation a written affirmation of his or her good faith belief that his or her conduct does not constitute behavior of the kind described in this bylaw which would prevent indemnification; and

(ii) The director or officer furnishes the corporation a written undertaking, executed personally or on his or her behalf, to repay any advances if it is ultimately determined that he or she is not entitled to indemnification under this bylaw.

8.07 Insurance

The corporation may purchase and maintain insurance on behalf of an individual

(i) who is a director, officer, employee, or agent of the corporation, or

(ii) who, while a director, officer, employee, or agent of the corporation, serves at the corporation's request as a director, officer, partner, trustee, employee or agent of another domestic or foreign corporation, partnership, joint venture, trust, employee benefit plan, or other entity

against liability asserted against or incurred by him or her in that capacity or arising from his or her status as a director, officer, employee, or agent, whether or not the corporation would have power to indemnify or advance expenses to him or her against the same liability under these bylaws or the Code.

8.09 Witness Fees

Nothing in these bylaws shall limit the corporation's power to pay or reimburse expenses incurred by a director or officer in connection with his or her appearance as a witness in a proceeding at a time when he or she is not a party.

8.10 Report to Shareholders

To the extent and in the manner required by the Code from time to time, if the corporation indemnifies or advances expenses to a director or officer in connection with a proceeding by or in the right of the corporation, the corporation shall report the indemnification or advance to the shareholders.

8.11 Effect of Amendments

No amendment, modification, or rescission of these bylaws, or any provision of the bylaws, the effect of which would diminish the rights to indemnification or advancement of expenses as set forth herein shall be effective as to any person with respect to any action taken or omitted by such person prior to such amendment, modification or rescission.

Article IX. Stock Certificates

9.01 Authorization and Issuance

In accordance with the Code, the Board of Directors may authorize shares of any class or series provided for in the corporation's Articles of Incorporation to be issued for any consideration valid under the provisions of the Code. To the extent provided in the Articles of Incorporation, the Board of Directors shall determine the preferences, limitations, and relative rights of the shares.

9.02 Form

The interest of each shareholder in the corporation shall be evidenced by a certificate or certificates representing shares of the corporation which shall be in such form as the Board of Directors from time to time may adopt. Share certificates shall be numbered consecutively, shall be in registered form, shall indicate the date of issuance, the name of the corporation, that it is organized under the laws of the state of incorporation, the name of the shareholder, the number and class of shares, and the designation of the series, if any, represented by the certificate. Each certificate shall be signed by any one of the President, a Vice President, the Secretary, or the Treasurer. The corporate seal need not be affixed.

9.03 Registered Shareholders

Prior to due presentation for transfer of registration of its shares, the corporation may treat the registered owner of the shares as the person exclusively entitled to vote the shares, to receive any share dividend or distribution with respect to the shares, and for all other purposes. The corporation shall not be bound to recognize any equitable or other claim to or interest in the shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

9.04 Transfer of Shares

Transfers of shares shall be made upon the transfer books of the corporation, kept at the principle office of the corporation (or at the office of the transfer agent designated to transfer the shares, if any) only upon direction of the person named in the certificate, or by his or her attorney lawfully constituted in writing. Before a new certificate is issued, the old certificate shall be surrendered for cancellation or, in the case of a certificate alleged to have been lost, stolen, or destroyed, the requirements of the bylaw governing lost, stolen, or destroyed certificates shall have been met.

9.05 Record Date

For the purpose of determining shareholders entitled to notice of a shareholders' meeting, to

demand a special meeting, to vote, or to take any other action, the Board of Directors may fix a future date as the record date, which date shall be not more than seventy (70) days prior to the date on which the particular action requiring a determination of shareholders is to be taken. A determination of shareholders entitled to notice of or to vote at a shareholders' meeting is effective for any adjournment of the meeting unless the Board of Directors fixes a new record date, which it must do if the meeting is adjourned to a date more than 120 days after the date fixed for the original meeting. If no record date is fixed by the Board of Directors, the record date shall be determined in accordance with the provisions of the Code.

For the purpose of determining shareholders entitled to a distribution (other than one involving a purchase, redemption, or other reacquisition of the corporation's shares) or a share dividend, the Board of Directors may fix a date as the record date, if no record date is fixed by the Board of Directors, the record date shall be determined in accordance with the provisions of the Code.

9.06 Lost, Stolen, or Destroyed Certificates

Any person claiming a share certificate to be lost, stolen, or destroyed shall make an affidavit or affirmation of the fact in the manner required by the Board of Directors and, if the Board of Directors requires, shall give the corporation a bond of indemnity in form and amount, and with one or more sureties satisfactory to the Board of Directors, as the Board of Directors may require, whereupon an appropriate new certificate may be issued in lieu of the one alleged to have been lost, stolen or destroyed.

Article X. Miscellaneous

10.01 Fiscal Year

The fiscal year of the corporation shall be a twelve-month period, beginning January 1 and ending on December 31 each year, unless the Board of Directors, by resolution, fixes the fiscal year as an other time period.

10.02 Corporate Seal

If the Board of Directors determines that there should be a corporate seal for the corporation, it shall be in the form as the Board of Directors may from time to time determine.

10.03 Corporate Records

The Board of Directors shall have the power to determine which accounts, books, and records of the corporation shall be opened to the inspection of the shareholders, except those as may by law specifically be made open to inspection. The Board of Directors shall have the power to fix reasonable rules and regulations not in conflict with the applicable law for the inspection of accounts, books, and records which by law or by determination of the Board of Directors shall be open to inspection.

10.04 Annual Financial Statements

In accordance with the Code, the corporation shall prepare and provide to the shareholders such financial statements as may be required by the Code.

10.05 Amendments

The Board of Directors shall have the power to alter, amend, or repeal these bylaws or adopt new bylaws, but any bylaws adopted by the Board of Directors may be altered, amended, or repealed,

and new bylaws adopted, by the shareholders. The shareholders may prescribe, by expressing in the action they take in adopting or amending any bylaw or bylaws, that the bylaw or bylaws so adopted or amended shall not be altered, amended or repealed by the Board of Directors.

10.06 Conflict with Articles of Incorporation or Law; Severability

In the event that any provision of these bylaws conflicts with any provision of the Articles of Incorporation, the Articles of Incorporation shall govern. In the event that any of the provisions of these bylaws (including any provision within a single section, subsection, division or sentence) is held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions of the bylaws shall remain enforceable to the fullest extent permitted by law.

[Initials]
Examiner

The Commonwealth of Massachusetts

William Francis Galvin
Secretary of the Commonwealth
Corporation Division
One Ashburton Place, Boston, MA 02108-1512

[Initials]
Name
Approved

ARTICLES OF ORGANIZATION
(Under G.L. Ch. 156B)

ARTICLE I

The name of the corporation is:

North Point - Pioneer, Inc.

ARTICLE II

The purpose of the corporation is to engage in the following business activities:

To own, operate, manage and maintain psychiatric hospitals and/or other health care facilities; and

To carry on any business or other activity which may be lawfully carried on by a corporation organized under the Business Corporation Law of the Commonwealth of Massachusetts, whether or not related to those referred to hereinabove.

However, this corporation shall not engage in any activity which constitutes the practice of Medicine as regulated by the Board of Registration in Medicine.

C ☐
P ☒
M ☐
R.A. ☒

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P.C

Note: If the space provided under any article or item on this form is insufficient, additions shall be set forth on separate 8 ½% x 11 sheets of paper leaving a left hand margin of at least 1 inch. Additions to more than one article may be continued on a single sheet so long as each article requiring each such addition is clearly indicated.

ARTICLE III

The type and classes of stock and the total number of shares and par value, if any, of each type and class of stock which the corporation is authorized to issue is as follows:

WITHOUT PAR VALUE STOCKS		WITH PAR VALUE STOCKS		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
COMMON:		COMMON:	200,000	$ .01
PREFERRED:		PREFERRED:		

ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of class, if shares of another class are outstanding, the corporation must provide a description of the preferences, voting powers, qualifications, and special or relative rights on privileges of that class and of each other class of which shares are outstanding and of each series then established with any class.

None.

ARTICLE V

The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are as follows:

None.

ARTICLE VI

Other lawful provisions, if any, for the conduct and regulation of business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or stockholders, or of any class of stockholders: (if there are no provisions state “None”.)

See Continuation Sheets - 6A - 6D attached hereto and incorporated herein by reference.

Note: The preceding six (6) articles are considered to be permanent and may ONLY be exchanged by filing appropriate Articles of Amendment.

CONTINUATION SHEET 6A
to the Articles of Organization of
North Point - Pioneer, Inc.

By-Laws

The board of directors is authorized to make, amend or repeal the by-laws of the corporation in whole or in part, except with respect to any provision thereof which by law, by these articles of organization, or by the by-laws requires action by the stockholders.

Place of Meetings of the Stockholders

Meetings of the stockholders may be held anywhere in the United States.

Partnership

The corporation may be a partner in any business enterprise which the corporation would have power to conduct by itself.

Indemnification of Directors, Officers and Others

The corporation shall indemnify each person who is or was a director, officer, employee or other agent of the corporation, and each person who is or was serving at the request of the corporation as a director, trustee, officer, employee or other agent of another organization in which it directly or indirectly owns shares or of which it is directly or indirectly a creditor, against all liabilities, costs and expenses, including but not limited to amounts paid in satisfaction of judgments, in settlement or as fines and penalties, and counsel fees and disbursements, reasonably incurred by him in connection with the defense or disposition of or otherwise in connection with or resulting from any action, suit or other proceeding, whether civil, criminal, administrative or investigative, before any court or administrative or legislative or investigative body, in which he may be or may have been involved as a party or otherwise or with which he may be or may have been threatened, while in office or thereafter, by reason of his being or having been such a director, officer, employee, agent or trustee, or by reason of any action taken or not taken in any such capacity, except with respect to any matter as to which he shall have been finally adjudicated by a court of competent jurisdiction not to have acted in good faith in the reasonable belief that his action was in the best interests of the corporation. Expenses, including but not limited to counsel fees and disbursements, so incurred by any such person in defending any such action, suit or proceeding may be paid from time to time by the corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the person indemnified to repay the amounts so paid if it shall ultimately be determined that indemnification of such expenses is not authorized hereunder.

CONTINUATION SHEET 6B
to the Articles of Organization of
North Point - Pioneer, Inc.

As to any matter disposed of by settlement by any such person, pursuant to a consent decree or otherwise, no such indemnification either for the amount of such settlement or for any other expenses shall be provided unless such settlement shall be approved as in the best interests of the corporation, after notice that it involves such indemnification, (a) by a vote of a majority of the disinterested directors then in office (even though the disinterested directors be less than a quorum), or (b) by any disinterested person or persons to whom the question may be referred by vote of a majority of such disinterested directors, or (c) by vote of the holders of a majority of the outstanding stock at the time entitled to vote for directors, voting as a single class, exclusive of any stock owned by any interested persons, or (d) by any disinterested person or persons to whom the question may be referred by vote of the holders of a majority of such stock. No such approval shall prevent the recovery from any such officer, director, employee, agent or trustee of any amounts paid to him or on his behalf as indemnification in accordance with the preceding sentence if such person is subsequently adjudicated by a court of competent jurisdiction not to have acted in good faith in the reasonable belief that his action was in the best interests of the corporation.

The right of indemnification hereby provided shall not be exclusive of or affect any other rights to which any director, officer, employee, agent, or trustee may be entitled or which may lawfully be granted to him. As used herein, the terms “director,” “officer,” “employee,” “agent” and “trustee” include their respective executors, administrators and other legal representatives, and “interested” person is one against whom the action, suit or other proceeding in question or another action, suit or other proceeding on the same or similar grounds is then or had been pending or threatened, and a “disinterested” person is a person against whom no such action, suit or other proceeding is then or had been pending or threatened.

CONTINUATION SHEET 6C
to the Articles of Organization of
North Point - Pioneer, Inc.

By action of the board of directors, notwithstanding any interest of the directors in such action, the corporation may purchase and maintain insurance, in such amounts as the board of directors may from time to time deem appropriate, on behalf of any person who is or was a director, officer, employee or other agent of the corporation, or is or was serving at the request of the corporation as a director, trustee, officer, employee or other agent of another organization in which it directly or indirectly owns shares or of which it is directly or indirectly a creditor, against any liability incurred by him in any such capacity, or arising out of his status as such, whether or not the corporation would have the power to indemnify him against such liability.

Intercompany Transactions

No contract or transaction between the corporation and one or more of its directors or officers, or between the corporation and any other organization of which one or more of its directors or officers are directors, trustees or officers, or in which any of them has any financial or other interest, shall be void or voidable, or in any way affected, solely for this reason, or solely because the director or officer is present at or participates in the meeting of the board of directors or committee thereof which authorizes, approves or ratifies the contract or transaction, or solely because his or their votes are counted for such purposes, if:

a) The material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the board of directors or the committee which authorizes, approves or ratifies the contract or transaction, and the board or committee in good faith authorizes, approves or ratifies the contract or transaction by the affirmative vote of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or

b) The material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically authorized, approved or ratified in good faith by vote of the stockholders; or

CONTINUATION SHEET 6D
to the Articles of Organization of
North Point - Pioneer, Inc.

c) The contract or transaction is fair as to the corporation as of the time it is authorized, approved or ratified by the board of directors, a committee thereof, or the stockholders.

Common or interested directors may be counted in determining the presence of a quorum at a meeting of the board of directors or of a committee thereof which authorizes, approves or ratifies the contract or transaction. No director or officer of the corporation shall be liable or accountable to the corporation or to any of its stockholders or creditors or to any other person, either for any loss to the corporation or to any other person or for any gains or profits realized by such director or officer, clauses (a), (b) or (c) above are applicable.

Limitations on Director Liability

No director of the corporation shall be liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 61 or 62 of Chapter 156B of the General Laws of the Commonwealth of Massachusetts, or (iv) for any transaction in which the director derived an improper personal benefit. No amendment to or repeal of any provision of this paragraph, directly or by adoption of an inconsistent provision of these Articles of Organization, shall apply to or have any effect on any liability or alleged liability of any director of the corporation for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

ARTICLE VII

The effective date of organization of the corporation shall be the date approved and filed by the Secretary of the Commonwealth. If a later effective date is desired, specify such date which shall not be more than thirty days after the date of filing.

The information contained in ARTICLE VIII is NOT a PERMANENT part of the Articles of Organization and may be changed ONLY by filing the appropriate form provided therefor.

ARTICLE VIII

a. The post office address of the corporation IN MASSACHUSETTS is:

200 Lake Street, Suite 102, Peabody, MA 01960

b. The name, residence and post office address (if different) of the directors and officers of the corporation are as follows:

	NAME	RESIDENCE	POST OFFICE ADDRESS
President:	Bruce A. Shear	14 Ida Road Marblehead, MA 01960	14, Ida Road Marblehead, MA 01960
Treasurer:	Donald E. Robar	48 Burpee Hill New London, NH 03257	48 Burpee Hill New London, NH 03257
Clerk:	Gerald M. Perlow, M.D.	40 Atlantic Road Swampscott, MA 01907	40 Atlantic Road Swampscott, MA 01907
Directors:	Bruce A. Shear Donald E. Robar Gerald M. Perlow, M.D.	(As Above) (As Above) (As Above)	(As Above) (As Above) (As Above)

c. The fiscal year of the corporation shall end on the last day of the month of: June

d. The name and BUSINESS address of the RESIDENT AGENT of the corporation, if any, is: Bruce A. Shear
14 Ida Road
Marblehead, MA 01945

ARTICLE IX

By-laws of the corporation have been duly adopted and the president, treasurer, clerk and directors whose names are set forth above, have been duly elected.

IN WITNESS WHEREOF and under the pains and penalties of perjury. I/WE, whose signature(s) appear below as incorporator(s) and whose names and business or residential address(es) ARE CLEARLY TYPED OR PRINTED beneath each signature do hereby associate with the intention of forming this corporation under the provisions of General Laws Chapter 156B and do hereby sign these Articles of Organization as incorporator(s) this 28th day of May 1996.

Bruce A. Shear /s/ Bruce A. Shear
PHC, Inc.
200 Lake Street, Suite 102, Peabody, MA 01960

NOTE: If an already-existing corporation is acting as incorporator, type in the exact name of the corporation, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said corporation and the title he/she holds or other authority by [Illegible] section is taken.

SECRETARY OF
THE COMMONWEALTH

96 MAY 28 PM 12:49

538585

[Illegible]

THE COMMONWEALTH OF MASSACHUSETTS

ARTICLE OF ORGANIZATION

GENERAL LAWS, CHAPTER 156B, SECTION 12

I hereby certify that, upon an examination of these articles of organization duly submitted to me, it appears that the provisions of the General Laws relative to the organization of corporations have been complied with, and I hereby approve said articles, and the filing fee in the amount of $200.00 having been paid, said articles are deemed to have been filed with me this 28th day of MAY 1996.

Effective date

/s/ William Francis Galvin

William Francis Galvin
Secretary of the Commonwealth

FILING FEE: 1/10 of 1% of the total amount of the authorized capital stock, but not less than $200.00. For the purpose of filing, shares of stock with a par value less than one dollar or no par stock shall be deemed to have a par value of one dollar per share.

PHOTOCOPY OF ARTICLES OF ORGANIZATION TO BE SENT

Bruce A, Shear
PHC, Inc.
200 Lake Street, Suite 102, Peabody, MA 01960
Telephone: (508) 536-2777

Exhibit 3.56

AMENDED AND RESTATED BY-LAWS

OF

NORTH POINT - PIONEER, INC.

(as of November 30, 2011)

ARTICLE I

Stockholders

Section 1. Annual Meeting. The annual meeting of the stockholders shall be held within six months of the end of the corporation's fiscal year as fixed by the board of directors for the purpose of electing directors and for such other purposes as may be determined as hereinafter provided. The hour and place of such meeting and the purposes for which such meeting is to be held in addition to that specified above shall be determined in each year by the board of directors or, in the absence of action by the board, by the president. If no annual meeting has been held in the period fixed above, a special meeting may be held in lieu thereof with all the force and effect of an annual meeting.

Section 2. Special Meetings. Special meetings of the stockholders may be called at any time by the president or by the board of directors and shall be called by the clerk, or in case of the death, absence, incapacity or refusal of the clerk, by any other officer, upon written application of one or more stockholders who hold at least one-tenth part in interest of the capital stock entitled to vote thereat. Such application shall specify the purposes for which the meeting is to be called and may designate the date, hour and place of such meeting, provided, however, that no such application shall designate a date not a full business day or an hour not within normal business hours as the date or hour of such meeting without the approval of the president or the board of directors.

Section 3. Place of Meetings. Meetings of the stockholders may be held anywhere within, but not without, the United States.

Section 4. Notice. Except as hereinafter provided, a written or printed notice of every meeting of stockholders stating the place, date, hour and purposes thereof shall be given by the clerk or an assistant clerk (or by any other officer in the case of an annual meeting or by the person or persons calling the meeting in the case of a special meeting) at least ten (10) days before the meeting to each stockholder entitled to vote thereat and to each stockholder who, by law, by the articles of organization or by these by-laws, is entitled to such notice, by leaving such notice with him or at his residence or usual place of business or by mailing it, postage prepaid, addressed to him at his address as it appears upon the records of the corporation. No notice of the place, date, hour or purposes of any annual or special meeting of stockholders need be given to a stockholder if a written waiver of such

notice, executed before or after the meeting by such stockholder or his attorney thereunto authorized, is filed with the records of the meeting.

Section 5. Action at a Meeting. Except as otherwise provided in the articles of organization, the presence of a quorum shall be separately determined with respect to each matter to be acted on at any meeting of stockholders, and shall consist of the holders of shares having the right to cast a majority of the votes which may be cast with respect to such matter. Though less than a quorum be present, any meeting may without further notice be adjourned to a subsequent date or until a quorum be had, and at any such adjourned meeting any business may be transacted which might have been transacted at the original meeting.

When a quorum is present at any meeting, the affirmative vote of a majority of the shares of stock present or represented and voting shall be necessary and sufficient to the determination of any questions brought before the meeting, unless a larger vote is required by law, by the articles of organization or by these by-laws, provided, however, that any election by stockholders shall be determined by a plurality of the votes cast by the stockholders entitled to vote in such election.

Except as otherwise provided by law or by the articles or organization or by these by-laws, each holder of record of shares of stock entitled to vote on any matter shall have one vote for each such share held of record by him and a proportionate vote for any fractional shares so held by him. Stockholders may vote either in person or by proxy. No proxy dated more than six months before the meeting named therein shall be valid and no proxy shall be valid after the final adjournment of such meeting. A proxy with respect to stock held in the name of two or more persons shall be valid if executed by anyone of them unless at or prior to the exercise of the proxy the corporation receives a specific written notice to the contrary from anyone of them. A proxy purporting to be executed by or on behalf of a stockholder shall be deemed valid unless challenged at or prior to its exercise and the burden of proving its invalidity shall rest on the challenger.

Any election by stockholders and the determination of any other questions to come before a meeting of the stockholders shall be by ballot if so requested by any stockholder entitled to vote thereon but need not be otherwise.

Section 6. Stockholder Proposals. Written notification of any stockholder proposal to be acted upon at an annual meeting of stockholders of the corporation must be provided to the corporation at least 120 calendar days in advance of the date of the corporation’s proxy statement released to stockholders in connection with the previous year’s annual meeting of stockholders. Written notification of any stockholder proposal to be acted upon at any meeting of the stockholders of the corporation other than an annual meeting must be provided to the corporation at least 180 calendar days before the meeting at which such proposal is to be acted upon.

Section 7. Action by Written Consent. Any action required to be taken at any annual or special meeting of stockholders of the corporation, or any action which may be taken at

any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken and bearing the dates of signature of the stockholders who signed the consent or consents, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the corporation by delivery to the corporation's principal place of business, or an officer or agent of the corporation having custody of the book or books in which proceedings of meetings of the stockholders are recorded.

ARTICLE II

Directors

Section 1. Number and Election. Except as otherwise provided by law or by the articles of organization, the number of directors for the ensuing year shall be determined by the board of directors. The number of directors so determined shall be elected at the annual meeting of the stockholders by such stockholders as have the right to vote thereon. The stockholders may, at any special meeting held for the purpose, increase or decrease the number of directors as thus determined and elect new directors to complete the number so determined or remove directors to reduce the number of directors to the number so determined. Except as otherwise provided by law or by the articles of organization, the board of directors may, by vote of a majority of the directors then in office, increase the number of directors determined by the stockholders and elect new directors to complete the number so determined. No director need be a stockholder.

Section 2. Term. Except as otherwise provided by law, by the articles of organization or by these by-laws, the directors shall hold office until the next annual meeting of stockholders and until their successors are chosen and qualified.

Section 3. Resignations. Any director may resign by delivering his written resignation to the corporation at its principal office or to the president or clerk or if there be one, to the secretary. Such resignation shall become effective at the time or upon the happening of the condition, if any, specified therein or, if no such time or condition is specified, upon its receipt.

Section 4. Removal. At any meeting of the stockholders called: for the purpose any director may be removed from office with or without cause by the vote of a majority of the class of shares issued, outstanding and entitled to vote in the election of said director. At any meeting of the board of directors any director may be removed from office for cause by vote of a majority of the directors then in office. A director may be removed for cause only after a reasonable notice and opportunity to be heard before the body proposing to remove him.

Section 5. Vacancies. Vacancies in the board of directors may be filled by vote of a majority of the remaining directors elected by that class of stockholders which elected the

director whose office has been vacated or, if not yet so filled, by majority vote of the class of stockholders which elected the director whose office has been vacated.

Section 6. Regular Meetings. Regular meetings of the board of directors may be held at such times and places within or without the Commonwealth of Massachusetts as the board of directors may fix from time to time and, when so fixed, no notice thereof need be given. The first meeting of the board of directors following the annual meeting of the stockholders shall be held without notice immediately after and at the same place as the annual meeting of the stockholders or the special meeting held in lieu thereof. If in any year a meeting of the board of directors is not held at such time and place, any elections to be held or business to be transacted at such meeting may be held or transacted at any later meeting of the board of directors with the same force and effect as if held or transacted at such meeting.

Section 7. Special Meetings. Special meetings of the board of directors may be called at any time by the president or secretary (or, if there be no secretary, the clerk) or by any director. Such special meetings may be held anywhere within or without the Commonwealth of Massachusetts. A written, printed or telegraphic notice stating the place, date and hour (but not necessarily the purposes) of the meeting shall be given by the secretary or an assistant secretary (or, if there be no secretary or assistant secretary, the clerk or an assistant clerk) or by the officer or director calling the meeting at least forty-eight (48) hours before such meeting to each director by leaving such notice with him or at his residence or usual place of business or by mailing it, postage prepaid, or sending it by prepaid telegram, addressed to him at his last known address. No notice of the place, date or hour of any meeting of the board of directors need be given to any director if a written waiver of such notice, executed by him before or after the meeting, is filed with the records of the meeting, or to any director who attends the meeting without protesting prior thereto or at its commencement the lack of notice to him.

Section 8. Action at a Meeting. At any meeting of the board of directors, a majority of the directors then in office shall constitute a quorum. Though less than a quorum be present, any meeting may without further notice be adjourned to a subsequent date or until a quorum be had. When a quorum is present at any meeting a majority of the directors present may take any action on behalf of the board except to the extent that a larger number is required by law, by the articles or organization or by these by-laws.

Section 9. Action Without a Meeting. Any action required or permitted to be taken at any meeting of the directors may be taken without a meeting if all the directors consent to the action in writing and the written consents are filed with the records of the meetings of the directors. Such consents shall be treated for all purposes as a vote at a meeting.

Section 10. Powers. The board of directors shall have and may exercise all the powers of the corporation, except such as by law, by the articles of organization or by these by-laws are conferred upon or reserved to the stockholders. In the event of any vacancy in the board of directors, the remaining directors then in office, except as otherwise provided by

law, shall have and may exercise all of the powers of the board of directors until the vacancy is filled.

Section 11. Committees. The board of directors may elect from the board an executive committee or one or more other committees and may delegate to any such committee or committees any or all of the powers of the board except those which by law, by the articles of organization or by these by-laws may not be so delegated. Such committees shall serve at the pleasure of the board of directors. Except as the board of directors may otherwise determine, each such committee may make rules for the conduct of its business, but, unless otherwise determined by the board or in such rules, its business shall be conducted as nearly as may be as is provided in these by-laws for the conduct of the business of the board of directors.

Section 12. Meeting by Telecommunications. Members of the board of directors or any committee elected thereby may participate in a meeting of such board of committee by means of a conference telephone or similar communications equipment by means of which all persons participating in a meeting can hear each other at the same time and participation by such means shall constitute presence in person at the meeting.

ARTICLE III

Officers

Section 1. Enumeration. The officers of the corporation shall consist of a president, a treasurer and a clerk and such other officers, including without limitation a chairman of the board of directors, a secretary and one or more vice presidents, assistant treasurers, assistant clerks and assistant secretaries, as the board of directors may from time to time determine.

Section 2. Qualifications. No officer need be a stockholder or a director. The same person may hold at the same time one or more offices unless otherwise provided by law. The clerk shall be a resident of Massachusetts unless the corporation shall have a resident agent. Any officer may be required by the board of directors to give a bond for the faithful performance of his duties in such form and with such sureties as the board may determine.

Section 3. Elections. The president, treasurer and clerk shall be elected annually by the board of directors at its first meeting following the annual meeting of the stockholders. All other officers shall be chosen or appointed by the board of directors.

Section 4. Term. Except as otherwise provided by law, by the articles of organization or by these by-laws, the president, treasurer and clerk shall hold office until the first meeting of the board of directors following the next annual meeting of the stockholders and until their respective successors are chosen and qualified. All other officers shall hold office until the first meeting of the board of directors following the next annual meeting of the

stockholders, unless a shorter time is specified in the vote choosing or appointing such officer or officers.

Section 5. Resignations. Any officer may resign by delivering his written resignation to the corporation at its principal office or to the president or clerk, or, if there be one, to the secretary. Such resignation shall be effective at the time or upon the happening of the condition, if any, specified therein or, if no such time or condition is specified, upon its receipt.

Section 6. Removal. Any officer may be removed from office with or without cause by vote of a majority of the directors then in office. An officer may be removed for cause only after a reasonable notice and opportunity to be heard before the board of directors.

Section 7. Vacancies. Vacancies in any office may be filled by the board of directors.

Section 8. Certain Duties and Powers. The officers designated below, subject at all times to these by-laws and to the direction and control of the board of directors, shall have and may exercise the respective duties and powers set forth below:

The Chairman of the Board of Directors. The chairman of the board of directors, if there be one, shall, when present, preside at all meetings of the board of directors.

The President. The president shall be the chief executive officer of the corporation and shall have general operating charge of its business. Unless otherwise prescribed by the board of directors, he shall, when present, preside at all meetings of the stockholders, and, if a director, at all meetings of the board of directors unless there be a chairman of the board of directors who is present at the meeting.

The Treasurer. The treasurer shall be the chief financial officer of the corporation and shall cause to be kept accurate books of account.

The Clerk. The clerk shall keep a record of all proceedings of the stockholders and, if there be no secretary, shall also keep a record of all proceedings of the board of directors. In the absence of the clerk from any meeting of the stockholders or, if there be no secretary, from any meeting of the board of directors, an assistant clerk, if there be one, otherwise a clerk pro tempore designated by the person presiding at the meeting, shall perform the duties of the clerk at such meeting.

The Secretary. The secretary, if there be one, shall keep a record of all proceedings of the board of directors. In the absence of the secretary, if there be one, from any meeting of the board of directors, an assistant secretary, if there be one, otherwise a secretary pro tempore designated by the person presiding at the meeting, shall perform the duties of the secretary at such meeting.

Section 9. Other Duties and Powers. Each officer, subject at all times to these by-laws and to the direction and control of the board of directors, shall have and may exercise, in addition to the duties and powers specifically set forth in these by-laws, such duties and powers as are prescribed by law, such duties and powers as are commonly incident to his office and such duties and powers as the board of directors may from time to time prescribe.

ARTICLE IV

Capital Stock

Section 1. Amount and Issuance. The total number of shares and the par value, if any, of each class of stock which the corporation is authorized to issue shall be stated in the articles of organization. The directors may at any time issue all or from time to time any part of the unissued capital stock of the corporation from time to time authorized under the articles of organization, and may determine, subject to any requirements of law, the consideration for which stock is to be issued and the manner of allocating such consideration between capital and surplus.

Section 2. Certificates. Each stockholder shall be entitled to a certificate or certificates stating the number and the class and the designation of the series, if any, of the shares held by him, and otherwise in form approved by the board of directors. Such certificate or certificates shall be signed by the president or a vice president and by the treasurer or an assistant treasurer. Such signatures may be facsimiles if the certificate is signed by a transfer agent, or by a registrar, other than a director, officer or employee of the corporation. In case any officer who has signed or whose facsimile signature has been placed on such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the corporation with the same effect as if he were such officer at the time of its issue.

Every certificate issued for shares of stock at a time when such shares are subject to any restriction on transfer pursuant to the articles of organization, these by-laws or any agreement to which the corporation is a party shall have the restriction noted conspicuously on the certificate and shall also set forth on the face or back of the certificate either (i) the full text of the restriction or (ii) a statement of the existence of such restriction and a statement that the corporation will furnish a copy thereof to the holder of such certificate upon written request and without charge.

Every certificate issued for shares of stock at a time when the corporation is authorized to issue more than one class or series of stock shall set forth on the face or back of the certificate either (i) the full text of the preferences, voting powers, qualifications and special and relative rights of the shares of each class and series, if any, authorized to be issued, as set forth in the articles of organization or (ii) a statement of the existence of such preferences, powers, qualifications and rights and a statement that the corporation

will furnish a copy thereof to the holder of such certificate upon written request and without charge.

Section 3. Transfers. The board of directors may make such rules and regulations not inconsistent with the law, with the articles of organization or with these by-laws as it deems expedient relative to the issue, transfer and registration of stock certificates. The board of directors may appoint a transfer agent and a registrar of transfers or either and require all stock certificates to bear their signatures. Except as otherwise provided by law, by the articles of organization or by these by-laws, the corporation shall be entitled to treat the record holder of any shares of stock as shown on the books of the corporation as the holder of such shares for all purposes, including the right to receive notice of and to vote at any meeting of stockholders and the right to receive any dividend or other distribution in respect of such shares.

Section 4. Record Date. The board of directors may fix in advance a time, which shall be not more than sixty (60) days before the date of any meeting of stockholders or the date for the payment of any dividend or the making of any distribution to stockholders or the last day on which the consent or dissent of stockholders may be effectively expressed for any purpose, as the record date for determining the stockholders having the right to notice of and to vote at such meeting and any adjournment thereof or the right to receive such dividend or distribution or the right to give such consent or dissent, and in such case only stockholders of record on such record date shall have such right, notwithstanding any transfer of stock on the books of the corporation after the record date.

Section 5. Lost Certificates. The board of directors may, except as otherwise provided by law, determine the conditions upon which a new certificate of stock may be issued in place of any certificate alleged to have been lost, mutilated or destroyed.

ARTICLE V

Miscellaneous provisions

Section 1. Fiscal Year. The fiscal year of the corporation shall begin on the first day of January in each year and end on the last day of December next following.

Section 2. Corporate Seal. The seal of the corporation shall be in such form as shall be determined from time to time by the board of directors.

Section 3. Corporation Records. The original, or attested copies, of the articles of organization, by-laws and records of all meetings of the incorporators and stockholders, and the stock and transfer records, which shall contain the names of all stockholders and the record address and the amount of stock held by each, shall be kept in the Commonwealth of Massachusetts at the principal office of the corporation in said Commonwealth or at an office of the transfer agent or of its clerk or of its resident agent, if any. Said copies and records need not all be kept in the same office. They shall be available at all reasonable times to inspection by any stockholder for any proper purpose

but not if the purpose for which such inspection is sought is to secure a list of stockholders or other information for the purpose of selling said list or information or copies thereof or of using the same for a purpose other than the interest of the applicant, as a stockholder, relative to the affairs of the corporation.

Section 4. Voting of Securities. Except as the board of directors may otherwise prescribe, the president or the treasurer shall have full power and authority in the name and on behalf of the corporation, subject to the instructions of the board of directors, to waive notice of, to attend, act and vote at, and to appoint any person or persons to act as proxy or attorney in fact for this corporation (with or without power of substitution) at any meeting of stockholders or shareholders of any other corporation or organization, the securities of which may be held by this corporation.

ARTICLE VI

Amendments

These by-laws may be amended or repealed at any annual or special meeting of the stockholders by the affirmative vote of a majority of the shares of capital stock then issued, outstanding and entitled to vote provided notice of the proposed amendment or repeal is given in the notice of the meeting. No change in the date fixed in these by-laws for the annual meeting of the stockholders shall be made within sixty (60) days before such date, and notice of any change in such date shall be given to all stockholders at least twenty (20) days before the new date fixed for such meeting.

If authorized by the articles of incorporation, these by-laws may also be amended or repealed in whole or in part, or new by-laws made, by the board of directors except with respect to any provision hereof which by-law, the articles of organization or these by-laws requires action by the stockholders. Not later than the time of giving notice of the meeting of stockholders next following the making, amendment or repeal by the directors of any by-laws, notice thereof stating the substance of such change shall be given to all stockholders entitled to vote on amending the by-laws. Any by-law to be made, amended or repealed by the directors may be amended or repealed by the stockholders.

2007071100161

ARTICLES OF INCORPORATION
OF
OPTIONS COMMUNITY BASED SERVICES. INC.

The undersigned incorporator, desiring to form a corporation (hereinafter referred to as the "Corporation") pursuant to the provisions of the Indiana Business Corporation Law, as amended (hereinafter referred to as the "Act"), executes the following Articles of Incorporation.

ARTICLE 1

Name

Section 1.1. The name of the Corporation is Options Community Based Services, Inc.

ARTICLE 2

Purposes

Section 2.1. The purpose for which the Corporation is formed is to transact any and all lawful business for which corporations may be incorporated under the Act.

ARTICLE 3

Shares and Shareholders

Section 3.1. Number. The total number of shares which the Corporation is authorized to issue is One Thousand (1,000) shares, no par value.

Section 3.2. Classes. There shall be one (1) class of shares of the Corporation, which shall be designated as "Common Shares."

Section 3.3. Relative Rights, Preferences, Limitations and Restrictions of Common Shares. All Common Shares shall have the same rights, preferences, limitations and restrictions.

Section 3.4. Voting Rights of Common Shares. Each holder of Common Shares shall be entitled to one (1) vote for each share owned of record on the books of the Corporation on each matter submitted to a vote of the holders of Common Shares.

Section 3.5. Shareholder Action. Meetings of the shareholders of the Corporation shall be held at such place within or without the State of Indiana, as may be specified in the respective notices of such meeting. Any action which may be taken at a meeting of the shareholders may be taken without a meeting if, prior to such action, a consent in writing setting forth the action so taken shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof, in accordance with Indiana Code § 23-1-29-4, as amended, and such written consent if filed with the minutes of the proceedings of the shareholders.

ARTICLE 4

Registered Office and Registered Agent

Section 4.1. Registered Office. The street address of the Corporation's initial registered office is 251 East Ohio Street, Suite 1100, Indianapolis, Indiana 46204.

Section 4.2. Registered Agent. The name of the Corporation's initial registered agent at such registered office is CT Corporation Services.

ARTICLE 5

Incorporator

Section 5.1. The name and address of the incorporator of the Corporation is:

Name:	Address:
Lisa Gethers Attorney at Law	Ice Miller LLP One American Square Suite 3100 Indianapolis, Indiana 46282-0200

ARTICLE 6

Board of Directors

Section 6.1. Powers. All corporate powers are exercised by or under the authority of, and the business and affairs of the Corporation are managed under the direction of, the Board of Directors.

Section 6.2. Number. The total number of directors shall be that specified in or fixed in accordance with the bylaws. The bylaws or these Articles may provide for staggering the terms of directors by dividing the directors into two (2) or three (3) groups, as provided in the Act. In the absence of a provision in the bylaws specifying the number of directors or setting forth the manner in which such number shall be fixed, the number of directors shall be one (1).

Section 6.3. Initial Board of Directors. The name and address of the initial director of the Corporation is:

Name:	Address:
Kevin P. Sheehan	1705 Capital of Texas Hwy. South Suite 400 Austin, Texas 78746

ARTICLE 7

Indemnification

Section 7.1. Definitions. Terms defined in Chapter 37 of the Indiana Business Corporation Law (Ind. Code §§ 23-1-37-1, *et seq.*) which are used in this Article 7 as they have in such Chapter of the Indiana Business Corporation Law.

Section 7.2. Indemnification of Directors and Officers. The Corporation shall indemnify any person made or threatened to be made a party to any action, suit, or proceeding, whether civil or criminal, administrative or investigative, and whether formal or informal, by reason of the fact that he or she, his or her testator, or his or her intestate is or was a director or officer of the Corporation or of any corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise, whether or not for profit, which he or she served as such at the request of the Corporation (any such person made or threatened to be made such a party is hereinafter termed a "Qualifying Person"), against liability and the reasonable expenses, including attorneys' fees, actually incurred by him or her in connection with such action, suit, or proceeding, or in connection with any appeal therein, if: (i) his or her conduct was in good faith; (ii) he or she reasonably believed (a) in the case of conduct in his or her official capacity with the Corporation, that his or her conduct was in the Corporation's best interests, and (b) in all other cases, that his or her conduct was at least not opposed to the Corporation's best interests; and (iii) in the case of any criminal proceeding, he or she (a) had reasonable cause to believe his or her conduct was lawful, or (b) had no reasonable cause to believe his or her conduct was unlawful.

Section 7.3. Other Employees Or Agents of the Corporation. The Corporation may, in the discretion of the Board of Directors, fully or partially provide the same rights of indemnification and reimbursement as hereinabove provided for directors and officers of the Corporation to other individuals who are or were employees or agents of the Corporation or who are or were serving at the request of the Corporation as employees or agents of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other entity whether or not for profit.

Section 7.4. Non-Exclusive Provision. The indemnification authorized under this Article 7 is in addition to all rights to indemnification granted by Chapter 37 of the Indiana Business Corporation Law (Ind. Code. §§ 23-1-37-1, *et seq.*) and in no way limits the indemnification provisions of such Chapter.

Section 7.5. Insurance. The Corporation may purchase and maintain insurance on behalf of an individual

(a) who is a director, officer, employee, or agent of the Corporation, or

(b) who, while a director, officer, employee, or agent of the Corporation, serves at the Corporation's request as a director, officer, partner, trustee, employee or agent of another domestic or foreign corporation, partnership, joint venture, trust, employee benefit plan, or other entity

against liability asserted against or incurred by him or her in that capacity or arising from his or her status as a director, officer, employee, or agent, whether or not the Corporation would have power to indemnify or advance expenses to him or her against the same liability under these Articles or the Code.

Section 7.6. Witness Fees. Nothing in these Articles shall limit the Corporation's power to pay or reimburse expenses incurred by a director or officer in connection with his or her appearance as a witness in a proceeding at a time when he or she is not a party.

Section 7.7. Report to Shareholders. To the extent and in the manner required by the Code from time to time, if the Corporation indemnifies or advances expenses to a director or officer in connection with a proceeding by or in the right of the Corporation, the Corporation shall report the indemnification or advance to the shareholders.

Section 7.8. Effect of Amendments. No amendment, modification, or rescission of these Articles, or any provision of the Articles, the effect of which would diminish the rights to indemnification or advancement of expenses as set forth herein shall be effective as to any person with respect to any action taken or omitted by such person prior to such amendment, modification or rescission.

IN WITNESS WHEREOF, the undersigned incorporator designated in Article 5 executes these Articles of Incorporation and hereby verifies subject to penalties of perjury that the facts contained herein are true.

Dated this 11th day of July, 2007.

INCORPORATOR

/s/ Lisa Gethers

Lisa Gethers, Attorney at Law
Ice Miller LLP
One American Square
Suite 3100
Indianapolis, Indiana 46282-0200

This instrument was prepared by Lisa Gethers, Attorney at Law, ICE MILLER LLP, One American Square, Suite 3100, Indianapolis, Indiana 46282-0200.

The Indiana Secretary of State filing office certifies that this copy is on file in this office.

Indiana Secretary of State
Packet: 2007071100161
Filing Date: 07/11/2007
Effective Date: 07/11/2007

State of Indiana
Office of the Secretary of State

CERTIFICATE OF INCORPORATION

of

OPTIONS COMMUNITY BASED SERVICES, INC.

I, TODD ROKITA, Secretary of State of Indiana, hereby certify that Articles of Incorporation of the above For-Profit Domestic Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Corporation Law.

NOW, THEREFORE, with this document I certify that said transaction will become effective Wednesday, July 11, 2007.

In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, July 11, 2007.

[SEAL]

/s/ Todd Rokita
TODD ROKITA,
SECRETARY OF STATE

2007071100161/2007071159302

Certification Number: 2011100437201

BYLAWS

OF

OPTIONS COMMUNITY BASED SERVICES, INC.

ARTICLE I

Records Pertaining to Share Ownership

Section 1.1. Recognition of Shareholders. Options Community Based Services, Inc. (the "Corporation") is entitled to recognize a person registered on its books as the owner of shares of the Corporation as having the exclusive right to receive dividends and to vote those shares, notwithstanding any other person's equitable or other claim to, or interest in, those shares.

Section 1.2. Transfer of Shares. Shares are transferable only on the books of the Corporation, subject to any transfer restrictions imposed by the Articles of Incorporation, these Bylaws, or an agreement among shareholders and the Corporation. Shares may be so transferred upon presentation of the certificate representing the shares, endorsed by the appropriate person or persons, and accompanied by (a) reasonable assurance that those endorsements are genuine and effective, and (b) a request to register the transfer. Transfers of shares are otherwise subject to the provisions of the Indiana Business Corporation Law (the "Act") and Article 8.1 of the Indiana Uniform Commercial Code.

Section 1.3. Certificates. Each shareholder is entitled to a certificate signed (manually or in facsimile) by at least two officers of the Corporation, setting forth (a) the name of the Corporation and that it was organized under Indiana law, (b) the name of the person to whom issued, and (c) the number of shares represented. The Board of Directors shall prescribe the form of the certificate.

Section 1.4. Lost or Destroyed Certificates. A new certificate may be issued to replace a lost or destroyed certificate. Unless waived by the Board of Directors, the shareholder in whose name the certificate was issued shall make an affidavit or affirmation of the fact that his certificate is lost or destroyed, shall advertise the loss or destruction in such manner as the Board of Directors may require, and shall give the Corporation a bond of indemnity in the amount and form which the Board of Directors may prescribe.

ARTICLE II

Meetings of the Shareholders

Section 2.1. Annual Meetings. Annual meetings of the shareholders shall be held on the 2nd Friday in May of each year, or on such other date as may be designated by the Board of Directors.

Section 2.2. Special Meetings. Special meetings of the shareholders may be called from time to time by the Board of Directors. Special meetings of the shareholders shall be called upon delivery to the Secretary of the Corporation of one or more written demands for a special

meeting of the shareholders describing the purposes of that meeting and signed and dated by the holders of at least twenty-five percent (25%) of all the votes entitled to be cast on any issue proposed to be considered at that meeting.

Section 2.3. Notice of Meetings. The Corporation shall deliver or mail written notice stating the date, time, and place of any shareholders' meeting and, in the case of a special shareholders' meeting or when otherwise required by law, a description of the purposes for which the meeting is called, to each shareholder of record entitled to vote at the meeting, at such address as appears in the records of the Corporation and at least ten (10), but no more than sixty (60), days before the date of the meeting. A shareholders' meeting shall be held at such place, either in or out of the State of Indiana, as may be specified by the Board of Directors in the respective notice for such meeting.

Section 2.4. Waiver of Notice. A shareholder may waive notice of any meeting, before or after the date and time of the meeting as stated in the notice, by delivering a signed waiver to the Corporation for inclusion in the minutes. A shareholder's attendance at any meeting, in person or by proxy (a) waives objection to lack of notice or defective notice of the meeting, unless the shareholder at the beginning of the meeting objects to holding the meeting or transacting business at the meeting, and (b) waives objection to consideration of a particular matter at the meeting that is not within the purposes described in the meeting notice, unless the shareholder objects to considering the matter when it is presented.

Section 2.5. Record Date. The Board of Directors may fix a record date, which may be a future date, for the purpose of determining the shareholders entitled to notice of a shareholders' meeting, to demand a special meeting, to vote, or to take any other action. A record date may not exceed seventy (70) days before the meeting or action requiring a determination of shareholders. If the Board of Directors does not fix a record date, the record date shall be the 10th day prior to the date of the meeting or other action.

Section 2.6. Voting by Proxy. A shareholder may appoint a proxy to vote or otherwise act for the shareholder pursuant to a written appointment form executed by the shareholder or the shareholder's duly authorized attorney-in-fact. An appointment of a proxy is effective when received by the Secretary or other officer or agent of the Corporation authorized to tabulate votes. The general proxy of a fiduciary is given the same effect as the general proxy of any other shareholder. A proxy appointment is valid for eleven (11) months unless otherwise expressly stated in the appointment form.

Section 2.7. Voting Lists. After a record date for a shareholders' meeting has been fixed, the Secretary shall prepare an alphabetical list of all shareholders entitled to notice of the meeting showing the address and number of shares held by each shareholder. The list shall be kept on file at the principal office of the Corporation or at a place identified in the meeting notice in the city where the meeting will be held. The list shall be available for inspection and copying by any shareholder entitled to vote at the meeting, or by the shareholder's agent or attorney authorized in writing, at any time during regular business hours, beginning five (5) business days before the date of the meeting through the meeting. The list shall also be made available to any shareholder, or to the shareholder's agent or attorney authorized in writing, at the meeting and

any adjournment thereof. Failure to prepare or make available a voting list with respect to any shareholders' meeting shall not affect the validity of any action taken at such meeting.

Section 2.8. Quorum; Approval. At any meeting of shareholders, a majority of the votes entitled to be cast on a matter at the meeting constitutes a quorum. If a quorum is present when a vote is taken, action on a matter is approved if the action receives the affirmative vote of a majority of the votes entitled to be cast on the action, unless a greater number is required by law, the Articles of Incorporation, or these Bylaws.

Section 2.9. Action by Consent. Any action required or permitted to be taken at a shareholders' meeting may be taken without a meeting if the action is taken by all the shareholders entitled to vote on the action. The action must be evidenced by one or more written consents describing the action taken, signed by all shareholders entitled to vote on the action, and delivered to the Corporation for inclusion in the minutes. If not otherwise determined pursuant to Section 2.5, the record date for determining shareholders entitled to take action without a meeting is the date the first shareholder signs the consent to such action.

Section 2.10. Presence. Any or all shareholders may participate in any annual or special shareholders' meeting by, or through the use of, any means of communication by which all shareholders participating may simultaneously hear each other during the meeting. A shareholder so participating is deemed to be present in person at the meeting.

Section 2.11. Place of Meetings. Meetings of the shareholders of the Corporation shall be held at such place, either in or out of the State of Indiana, as may be specified by the Board of Directors.

ARTICLE III

Board of Directors

Section 3.1. Powers and Duties. All corporate powers are exercised by or under the authority of, and the business and affairs of the Corporation are managed under the direction of, the Board of Directors, unless otherwise provided in the Articles of Incorporation.

Section 3.2. Number and Terms of Office; Qualifications. The Corporation shall have one (1) director. Directors are elected at each annual shareholders' meeting and serve for a term expiring at the following annual shareholders' meeting. A director who has been removed pursuant to Section 3.3 ceases to serve immediately upon removal; otherwise, a director whose term has expired continues to serve until a successor is elected and qualifies or until there is a decrease in the number of directors. A person need not be a shareholder or an Indiana resident to qualify to be a director.

Section 3.3. Removal. Unless the Articles of Incorporation state otherwise, any director may be removed with or without cause either by action of the directors, or by action of the shareholders taken at a meeting that was called for the purpose of removing the director and the notice of which states that one of the purposes of the meeting is removal of the director.

Section 3.4. Vacancies. If a vacancy occurs on the Board of Directors, including a vacancy resulting from an increase in the number of directors, the Board of Directors may fill the vacancy. If the directors remaining in office constitute fewer than a quorum of the Board, the directors remaining in office may fill the vacancy by the affirmative vote of a majority of those directors. Any director elected to fill a vacancy holds office until the next annual meeting of the shareholders and until a successor is elected and qualifies.

Section 3.5. Annual Meetings. Unless otherwise agreed by the Board of Directors, the annual meeting of the Board of Directors shall be held immediately following the annual meeting of the shareholders, at the place where the meeting of shareholders was held, for the purpose of electing officers and considering any other business which may be brought before the meeting. Notice is not necessary for any annual meeting.

Section 3.6. Regular and Special Meetings. Regular meetings of the Board of Directors may be held pursuant to a resolution of the Board of Directors establishing a method for determining the date, time, and place of those meetings. Notice is not necessary for any regular meeting. Special meetings of the Board of Directors may be held upon the call of the President or of any director and upon forty-eight (48) hours' written or oral notice specifying the date, time, and place of the meeting. Notice of a special meeting may be waived in writing before or after the time of the meeting. The waiver must be signed by the director entitled to the notice and filed with the minutes of the meeting. Attendance at or participation in a meeting waives any required notice of the meeting, unless at the beginning of the meeting (or promptly upon the director's arrival) the director objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Section 3.7. Quorum. A quorum for the transaction of business at any meeting of the Board of Directors consists of a majority of the number of directors specified in Section 3.2. If a quorum is present when a vote is taken, action on a matter is approved if the action receives the affirmative vote of a majority of the directors present.

Section 3.8. Action by Consent. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if the action is taken by all directors then in office. The action must be evidenced by one or more written consents describing the action taken, signed by each director, and included in the minutes. Action of the Board of Directors taken by consent is effective when the last director signs the consent, unless the consent specifies a prior or subsequent effective date.

Section 3.9. Committees. The Board of Directors may create one or more committees and appoint members of the Board of Directors to serve on them. Each committee may have one or more members, who serve at the pleasure of the Board of Directors. The creation of a committee and appointment of members to it must be approved by the greater of (i) a majority of all the directors in office when the action is taken, or (ii) the number of directors required under Section 3.7 to take action. All rules applicable to action by the Board of Directors apply to committees and their members. The Board of Directors may specify the authority that a committee may exercise; however, a committee may not (a) authorize distributions, except a committee may authorize or approve a reacquisition of shares if done according to a formula or method prescribed by the Board of Directors, (b) approve or propose to shareholders action that

must be approved by shareholders, (c) fill vacancies on the Board of Directors or on any of its committees, (d) amend the Articles of Incorporation, (e) adopt, amend, or repeal these Bylaws, (f) approve a plan of merger not requiring shareholder approval, or (g) authorize or approve the issuance or sale or a contract for the sale of shares, or determine the designation and relative rights, preferences, and limitations of a class or series of shares, except the Board of Directors may authorize a committee to so act within limits prescribed by the Board of Directors.

Section 3.10. Presence. The Board of Directors may permit any or all directors to participate in any annual, regular, or special meeting by any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director so participating is deemed to be present in person at the meeting.

Section 3.11. Compensation. Each director shall receive such compensation for service as a director as may be fixed by the Board of Directors.

ARTICLE IV

Officers

Section 4.1. Officers. The Corporation shall have a President, a Secretary, a Treasurer, and such assistant officers as the Board of Directors or the President designates. The same individual may simultaneously hold more than one office.

Section 4.2. Terms of Office. Officers are elected at each annual meeting of the Board of Directors and serve for a term expiring at the following annual meeting of the Board of Directors. An officer who has been removed pursuant to Section 4 ceases to serve as an officer immediately upon removal; otherwise, an officer whose term has expired continues to serve until a successor is elected and qualifies.

Section 4.3. Vacancies. If a vacancy occurs among the officers, the Board of Directors may fill the vacancy. Any officer elected to fill a vacancy holds office until the next annual meeting of the Board of Directors and until a successor is elected and qualifies.

Section 4.4. Removal. Any officer may be removed by the Board of Directors at any time with or without cause.

Section 4.5. Compensation. Each officer shall receive such compensation for service in office as may be fixed by the Board of Directors.

Section 4.6. President. The President is responsible for managing and supervising the affairs and personnel of the Corporation, subject to the general control of the Board of Directors. The President presides at all meetings of shareholders and directors. The President, or proxies appointed by the President, may vote shares of other corporations owned by the Corporation. The President has authority to execute powers of attorney appointing other corporations, partnerships, or individuals as the agents of the Corporation, subject to law, the Articles of Incorporation, and these Bylaws. The President has such other powers and duties as the Board of Directors may from time to time prescribe.

Section 4.7. Secretary. The Secretary is responsible for (a) attending all meetings of the shareholders and the Board of Directors, (b) preparing true and complete minutes of the proceedings of all meetings of the shareholders, the Board of Directors, and all committees of the Board of Directors, (c) maintaining and safeguarding the books (except books of account) and records of the Corporation, and (d) authenticating the records of the Corporation. If required, the Secretary attests the execution of deeds, leases, agreements, powers of attorney, certificates representing shares of the Corporation, and other official documents by the Corporation. The Secretary serves all notices of the Corporation required by law, the Board of Directors, or these Bylaws. The Secretary has such other duties as the Board of Directors may from time to time prescribe.

Section 4.8. Treasurer. The Treasurer is responsible for (a) keeping correct and complete books of account which show accurately at all times the financial condition of the Corporation, (b) safeguarding all funds, notes, securities, and other valuables which may from time to time come into the possession of the Corporation, and (c) depositing all funds of the Corporation with such depositories as the Board of Directors shall designate. The Treasurer shall furnish at meetings of the Board of Directors, or when otherwise requested, a statement of the financial condition of the Corporation. The Treasurer has such other duties as the Board of Directors may from time to time prescribe.

Section 4.9. Assistant Officers. The Board of Directors or the President may from time to time designate and elect assistant officers who shall have such powers and duties as the officers whom they are elected to assist specify and delegate to them, and such other powers and duties as the Board of Directors or the President may from time to time prescribe. An Assistant Secretary may, during the absence or disability of the Secretary, discharge all responsibilities imposed upon the Secretary of the Corporation, including, without limitation, attest the execution of all documents by the Corporation.

ARTICLE V

Indemnification

Section 5.1. Definitions. Terms defined in chapter 37 of the Indiana Business Corporation Law (Ind. Code §§ 23-1-37-1, et seq.) which are used in this Article V as they have in such Chapter of the Indiana Business Corporation Law.

Section 5.2. Indemnification of Directors and Officers. The Corporation shall indemnify any person made or threatened to be made a party to any action, suit, or proceeding, whether civil or criminal, administrative or investigative, and whether formal or informal, by reason of the fact that he or she, his or her testator, or his or her intestate is or was a director or officer of the Corporation or of any corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise, whether or not for profit, which he or she served as such at the request of the Corporation (any such person made or threatened to be made such a party is hereinafter termed a “Qualifying Person”), against liability and the reasonable expenses, including attorneys’ fees, actually incurred by him or her in connection with such action, suit, or proceeding, or in connection with any appeal therein, if: (i) his or her conduct was in good faith; (ii) he or she reasonably believed (a) in the case of conduct in his or

her official capacity with the Corporation, that his or her conduct was in the Corporation's best interests, and (b) in all other cases, that his or her conduct was at least not opposed to the Corporation's best interests; and (iii) in the case of any criminal proceeding, he or she (a) had reasonable cause to believe his or her conduct was lawful, or (b) had no reasonable cause to believe his or her conduct was unlawful.

Section 5.3. Other Employees Or Agents of the Corporation. The Corporation may, in the discretion of the Board of Directors, fully or partially provide the same rights of indemnification and reimbursement as hereinabove provided for directors and officers of the Corporation to other individuals who are or were employees or agents of the Corporation or who are or were serving at the request of the Corporation as employees or agents of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other entity whether or not for profit.

Section 5.4. Non-Exclusive Provision. The indemnification authorized under this Article V is in addition to all rights to indemnification granted by Chapter 37 of the Indiana Business Corporation Law (Ind. Code. §§ 23-1-37-1, et seq.) and in no way limits the indemnification provisions of such Chapter.

Section 5.5. Insurance. The Corporation may purchase and maintain insurance on behalf of an individual:

(a) who is a director, officer, employee, or agent of the Corporation, or

(b) who, while a director, officer, employee, or agent of the Corporation, serves at the Corporation's request as a director, officer, partner, trustee, employee or agent of another domestic or foreign corporation, partnership, joint venture, trust, employee benefit plan, or other entity

against liability asserted against or incurred by him or her in that capacity or arising from his or her status as a director, officer, employee, or agent, whether or not the Corporation would have power to indemnify or advance expenses to him or her against the same liability under these Bylaws or the Code.

Section 5.6. Witness Fees. Nothing in these Bylaws shall limit the Corporation's power to pay or reimburse expenses incurred by a director or officer in connection with his or her appearance as a witness in a proceeding at a time when he or she is not a party.

Section 5.7. Report to Shareholders. To the extent and in the manner required by the Code from time to time, if the Corporation indemnifies or advances expenses to a director or officer in connection with a proceeding by or in the right of the Corporation, the Corporation shall report the indemnification or advance to the shareholders.

Section 5.8. Effect of Amendments. No amendment, modification, or rescission of these Bylaws, or any provision of the Bylaws, the effect of which would diminish the rights to indemnification or advancement of expenses as set forth herein shall be effective as to any person with respect to any action taken or omitted by such person prior to such amendment, modification or rescission.

ARTICLE VI

Miscellaneous

Section 6.1. Records. The Corporation shall keep as permanent records minutes of all meetings of the shareholders, the Board of Directors, and all committees of the Board of Directors, and a record of all actions taken without a meeting by the shareholders, the Board of Directors, and all committees of the Board of Directors. The Corporation or its agent shall maintain a record of the shareholders in a form that permits preparation of a list of the names and addresses of all shareholders, in alphabetical order showing the number of shares held by each. The Corporation shall maintain its records in written form or in a form capable of conversion into written form within a reasonable time. The Corporation shall keep a copy of the following records: (a) the Articles of Incorporation then currently in effect, including all amendments, (b) the Bylaws then currently in effect, including all amendments, (c) all resolutions adopted by the Board of Directors, (d) minutes of all shareholders' meetings, and records of all actions taken by shareholders without a meeting, for the past three (3) years, (e) all written communications to shareholders generally during the past three (3) years, including annual financial statements furnished upon request of the shareholders, (f) a list of the names and business addresses of the current directors and officers, and (g) the most recent annual report filed with the Indiana Secretary of State.

Section 6.2. Execution of Contracts and Other Documents. Unless otherwise authorized or directed by the Board of Directors, all written contracts and other documents entered into by the Corporation shall be executed on behalf of the Corporation by the Secretary or President.

Section 6.3. Accounting Year. The accounting year of the Corporation begins on January 1st of each year and ends on the December 31st immediately following.

Section 6.4. Corporate Seal. The Corporation has no seal.

ARTICLE VII

Amendment

These Bylaws may be amended or repealed only by the Board of Directors. The affirmative vote of a majority of all the directors is necessary to amend or repeal these Bylaws.

Dated: July 10, 2007

The Indiana Secretary of State filing office certifies that this copy is on file in this office.

State of Indiana
Office of the Secretary of State

CERTIFICATE OF INCORPORATION

of

OPTIONS TREATMENT CENTER ACQUISITION CORPORATION

I, TODD ROKITA, Secretary of State of Indiana, hereby certify that Articles of Incorporation of the above For-Profit Domestic Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Corporation Law.

NOW, THEREFORE, with this document I certify that said transaction will become effective Thursday, February 13, 2003.

In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, February 13, 2003.

[SEAL]

/s/ Todd Rokita

TODD ROKITA,

SECRETARY OF STATE

2003021400180 / 2003021405461

Certification Number: 2011100437203

The Indiana Secretary of State filing office certifies that this copy is on file in this office.

2003021400180

[Illegible]

ARTICLES OF INCORPORATION
OF
OPTIONS TREATMENT CENTER ACQUISITION CORPORATION

ARTICLE ONE
Name, Duration, and Character of Business

The name of the corporation is Options Treatment Center Acquisition Corporation (hereinafter referred to as the "Corporation"). The duration of the Corporation shall be perpetual. The purpose for which the Corporation is organized is to provide behavioral healthcare and educational services and to transact any and all lawful business for which corporations may be incorporated under the laws of the State of Indiana, as may be amended from time to time.

ARTICLE TWO
Authorized Shares

The Corporation shall have authority to be exercised by the Board of Directors to issue not more than five hundred thousand (500,000) shares of capital stock, with no par value, all of which shall be designated "Common Stock." The Common Stock shall have unlimited voting rights and shall be entitled to receive the net assets of the Corporation upon dissolution.

ARTICLE THREE
Registered Office and Agent

The registered office of the Corporation, at the time of this filing, is located at 36 South Pennsylvania Street, Indianapolis, Indiana 46204. The registered agent of the Corporation at its registered office, at the time of this filing, is CT Corporation System.

ARTICLE FOUR
Incorporator

The name and address of the incorporator is as follows: John Little, 1705 Capital of Texas Highway South, Fifth Floor, Austin, Texas 78746.

ARTICLE FIVE
Principal Office

The mailing address of the principal office of the Corporation, at the time of this filing, is 5602 Caito Drive, Indianapolis, Indiana 46226.

ARTICLE SIX
Limitation of Liability

6.1 Limitation of Liability. No person shall be liable to the Corporation for any loss or damage suffered by the Corporation because of any action taken or not taken by such person in his or her capacity as a member of the Board of Directors of the Corporation in good faith and in reliance upon (1) financial statements of the Corporation represented to such person to be correct by the chief executive officer or the chief financial officer of the Corporation. (2) financial statements of the Corporation certified by independent public accountants or independent certified public accountants fairly to present the financial condition of the Corporation in accordance with generally accepted accounting principles, (3) opinions of legal counsel to the Corporation, or (4) opinions of any engineers, appraisers or other experts whose professions give authority to the opinions so expressed by them. This section shall not be construed to subject any such person to liability to the Corporation for loss or damage suffered by the Corporation because of any other action taken or not taken by such person for which such person would not otherwise be liable to the Corporation under applicable common and statutory law.

6.2 Future Modification. Any repeal or modification of the provisions of this Article by the shareholders of the Corporation shall be prospective only, and shall not adversely affect any limitation on the liability of a director of the Corporation with respect to any act or omission prior to the effective date of such repeal or modification.

ARTICLE SEVEN
Indemnification

7.1 Definitions. Terms defined in Chapter 37 of the Indiana Business Corporation Law (Ind. Code §§ 23-1-37-1, et seq.) which are used in this Article 7 shall have the same definitions for purposes of this Article 7 as they have in such chapter of the Indiana Business Corporation Law.

7.2 Indemnification of Directors and Officers. The Corporation shall indemnify any person made or threatened to be made a party to any action, suit, or proceeding, whether civil or criminal, administrative or investigative, and whether formal or informal, by reason of the fact that he or she, his or her testator, or his or her intestate is or was a director or officer of the Corporation or of any corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise, whether or not for profit, which he or she served as such at the request of the Corporation (any such person made or threatened to be made such a party is hereinafter termed a "Qualifying Person"), against liability and the reasonable expenses, including attorneys' fees, actually incurred by him or her in connection with such action, suit, or proceeding, or in connection with any appeal therein, if: (i) his or her conduct was in good faith; (ii) he or she reasonably believed (a) in the case of conduct in his or her official capacity with the Corporation, that his or her conduct was in the Corporation's best interests, and (b) in all other cases, that his or her conduct was at least not opposed to the Corporation's best interests; and (iii) in the case of any criminal proceeding, he or she (a) had reasonable cause to believe his or her conduct was lawful, or (b) had no reasonable cause to believe his or her conduct was unlawful.

The Corporation shall pay for or reimburse the reasonable expenses incurred by a Qualifying Person in advance of final disposition of any such action, suit, or proceeding if the

following occur: (i) the Qualifying Person furnishes to the Corporation a written affirmation of his or her good faith belief that he or she has met the standard of conduct necessary for indemnification described in this Section 7.2 (the "Standard"); (ii) he or she furnishes the Corporation a written undertaking executed by him or her to repay any such advance if it is ultimately determined that he or she did not meet the Standard; and (iii) a determination is made that the facts then known to those making the determination would not preclude indemnification under this Section 7.2.

7.3 Other Employees or Agents of the Corporation. The Corporation may, in the discretion of the Board of Directors, fully or partially provide the same rights of indemnification and reimbursement as hereinabove provided for directors and officers of the Corporation to other individuals who are or were employees or agents of the Corporation or who are or were serving at the request of the Corporation as employees or agents of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other entity whether or not for profit.

7.4 Non-Exclusive Provision. The indemnification authorized under this Article 7 is in addition to all rights to indemnification granted by Chapter 37 of the Indiana Business Corporation Law (Ind. Code §§ 23-1-37-1, et seq.) and in no way limits the indemnification provisions of such Chapter.

ARTICLE EIGHT
Constituency Considerations

In discharging the duties of their respective positions and in determining what is believed to be in the best interests of the Corporation, the Board of Directors, committees of the Board of Directors, and individual directors, in addition to considering the effects of any action on the

Corporation or its shareholders, may consider the interests of the employees, customers, suppliers, and creditors of the Corporation and its subsidiaries, the communities in which offices or other establishments of the Corporation and its subsidiaries are located, and all other factors such directors consider pertinent; provided, however, that this Article shall be deemed solely to grant discretionary authority to the directors and shall not be deemed to provide to any constituency any right to be considered.

ARTICLE NINE
Board of Directors

The Board of Directors, at the time of this filing, consists of one member whose name and address is as follows: Kevin P. Sheehan, 1705 Capital of Texas Highway South, Fifth Floor, Austin, Texas 78746, who shall serve until a successor is duly elected and qualified.

ARTICLE TEN
Shareholder Action

Meetings of the shareholders of the Corporation shall be held at such place within or without the State of Indiana, as may be specified in the respective notices of such meeting. Any action which may be taken at a meeting of the shareholders may be taken without a meeting if, prior to such action, a consent in writing setting forth the action so taken shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof, in accordance with Indiana Code § 23-1-29-4, as amended, and such written consent is filed with the minutes of the proceedings of the shareholders.

The Indiana Secretary of State filing office certifies that this copy is on file in this office.

IN WITNESS WHEREOF, the undersigned, being the incorporator of the Corporation executes these Articles of Incorporation and verifies, subject to penalties for perjury, that the statements contained herein are true, this 13th day of February, 2003.

INCORPORATOR

/s/ John Little
John Little

The Indiana Secretary of State filing office certifies that this copy is on file in this office.

State of Indiana
Office of the Secretary of State

CERTIFICATE OF ASSUMED BUSINESS NAME

of

OPTIONS TREATMENT CENTER ACQUISITION CORPORATION

I, TODD ROKITA, Secretary of State of Indiana, hereby certify that Certificate of Assumed Business Name of the above For-Profit Domestic Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Corporation Law

Following said transaction the entity named above will be doing business under the assumed business name(s) of:

YFCS OPT
OPTIONS TREATMENT CENTER

NOW, THEREFORE, with this document I certify that said transaction will become effective Thursday, May 15, 2003.

In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis. May 15, 2003.

[SEAL]

/s/ Todd Rokita
TODD ROKITA,
SECRETARY OF STATE

Certification Number: 2011100437203

The Indiana Secretary of State filing office certifies that this copy is on file in this office.

2003021400180

[Illegible]

[SEAL]

CERTIFICATE OF ASSUMED BUSINESS NAME
(All Corporations)
State Form 30353 (R10 / 1.02)
State Board of Accounts Approved 2002

SUE ANNE GILROY
SECRETARY OF STATE
CORPORATIONS DIVISION
[ILLEGIBLE]

Indiana Code 23-15-1-1. *et seq*

INSTRUCTIONS:

1. *This certificate must also be recorded in the office of County Recorder of each county in which a place of business or office is located.*
2. *FEES ARE PER CERTIFICATE. Please make check or money order payable to Indiana Secretary of State.*

Please TYPE or PRINT

FILING FEES PER CERTIFICATE:
For-Profit Corporation, Limited Liability Company, Limited Partnership $30.00
Not-For-Profit Corporation $26.00

1 Name of Corporation, LLC or LP
Options Treatment Center Acquisition Corporation

2. Date of [ILLEGIBLE]
2/13/06

3 Address at which the Corporation, LLC, LP will do business or have an office in Indiana. If no office in Indiana then state [ILLEGIBLE]
5602 Caito Drive
City, state and ZIP code
Indianapolis, Indiana 46226

4 Assumed Business name(s)
YFCS Opt

Options Treatment Center

5 Principal office address of the Corporation, LLC, LP *(street address)*
5602 Caito Drive
City, state and ZIP code
Indianapolis, Indiana 46226

6. Signature of officer or other authorized party
/s/ J. Mack Nunn

7. Printed name and title
J. Mack Nunn, Treasurer

This instrument was prepared by:
Hall, Render et al., 2000 One American Square, Indianapolis [ILLEGIBLE]

Certification Number: 2011100437203

The Indiana Secretary of State filing office certifies that this copy is on file in this office.

State of Indiana
Office of the Secretary of State

CERTIFICATE OF ASSUMED BUSINESS NAME

of

OPTIONS TREATMENT CENTER ACQUISITION CORPORATION

I, Charles P. White, Secretary of State of Indiana, hereby certify that Certificate of Assumed Business Name of the above For-Profit Domestic Corporation has been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Corporation Law.

Following said transaction the entity named above will be doing business under the assumed business name(s) of:

OPTIONS BEHAVIORAL HEALTH SYSTEM

NOW, THEREFORE, with this document I certify that said transaction will become effective Thursday, July 21, 2011.

In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, July 21, 2011

[SEAL]

/s/ Charles P. White

CHARLES P. WHITE,
SECRETARY OF STATE

Certification Number 2011100437203

The Indiana Secretary of State filing office certifies that this copy is on file in this office.

RECEIVED 07/21/2011 08:34 AM

APPROVED AND FILED
CHARLES P. WHITE
INDIANA SECRETARY OF STATE
7/21/2011 8:31 AM

CERTIFICATE OF ASSUMED BUSINESS NAME

Pursuant to the provisions of the Indiana Business Corporation Law.

ENTITY NAME

OPTIONS TREATMENT CENTER ACQUISITION CORPORATION

Creation Date: 2/13/2003

PRINCIPAL OFFICE ADDRESS

5602 CAITO DR, INDIANAPOLIS, IN 46226

ASSUMED BUSINESS NAME

OPTIONS BEHAVIORAL HEALTH SYSTEM

GENERAL INFORMATION

Effective Date: 7/21/2011
Electronic Signature: MICHAEL HUTH
Signator's Title: CHIEF FINANCIAL OFFICER

Exhibit 3.60

OPTIONS TREATMENT CENTER ACQUISITION CORPORATION

BYLAWS

Adopted as of March 31, 2003

Corporate Bylaws

Article I. Definitions

1.01 Code

The Code means the applicable titles, parts, chapters, sections, and other divisions of the Indiana Business Corporation Law, Indiana Code § 23-1-17-1 et seq., governing the formation and operation of corporations in the State of Indiana.

1.02 Record Date

Record Date means the date established under the Code on which the Corporation determines the identity of its shareholders and their shareholdings. Such determination shall be made as of the close of business on the Record Date unless another time for doing so is specified when the Record Date is fixed.

1.03 Voting Group

Voting Group means all shares of one or more classes or series that under the articles of incorporation or the Code are entitled to vote and be counted together collectively on a matter at a meeting of the shareholders. All shares entitled by the articles of incorporation or the Code to vote generally on the matter are for that purpose a single Voting Group.

1.04 Corporation

Corporation means Options Treatment Center Acquisition Corporation, and includes any domestic or foreign predecessor entity of the Corporation in a merger or other transaction in which the predecessor’s existence ceased upon consummation of the transaction.

Article II. Offices and Agents

2.01 Registered Office and Agent

The Corporation shall maintain a registered office and have a registered agent, whose business office address is identical to that of the registered office, in the State of Indiana and in each state in which the Corporation is qualified to do business.

2.02 Other Offices

In addition to its registered office, the Corporation may have offices at any other place or places, within or without the State of Indiana, as the Board of Directors may

from time to time select or as the business of the Corporation may require or make desirable.

Article III. Meetings of the Shareholders

3.01 Annual Meetings

An annual meeting of the shareholders shall be held for the election of directors at such date, time, and place, either within or without the State of Indiana, as may be designated by resolution of the Board of Directors from time to time. Such resolution shall designate the date, time, and place of the meeting. Any other proper business may be transacted at the annual meeting. If an annual meeting is not held as provided in this Section 3.01, any business, including the election of directors, that might properly have been acted upon at that meeting may be acted upon at a special meeting in lieu of the annual meeting held pursuant to these bylaws or held pursuant to a court order.

3.02 Special Meetings

Special meetings of the shareholders may be called for any purpose or purposes at any time by the Board of Directors, or by the President of the Corporation, or by a Committee of the Board of Directors that has been duly designated and authorized by resolution of the Board of Directors to call such meetings. In addition, the Board of Directors shall call such a meeting upon the written request of shareholders holding at least twenty percent (20%) of all the votes entitled to be cast on the issue or issues proposed to be considered at the requested special meeting.

3.03 Quorum

With respect to shares entitled to vote as a separate Voting Group on a matter at a meeting of shareholders, the presence, in person or by proxy, of a majority of the votes entitled to be cast on the matter by the Voting Group shall constitute a quorum of that Voting Group for action on that matter unless the articles of incorporation or the Code provide otherwise. Once a share is represented for any purpose at a meeting, other than solely to object to holding the meeting or to transacting business at the meeting, it is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of the meeting unless a new Record Date is or must be set for the adjourned meeting pursuant to Section 1.02, governing the fixing of the Record Date with regard to shareholder action.

3.04 Adjournment and Reconvention

Whether or not a quorum is present to organize a meeting, any meeting of shareholders may be adjourned by the holders of a majority of the voting shares represented at the meeting to reconvene at a specific time and place, but no later than

120 days after the date fixed for the original meeting unless the requirements of the Code concerning the selection of a new Record Date have been met. At any reconvened meeting within that time period, any business may be transacted that could have been transacted at the meeting that was adjourned.

3.05 Presiding Officer

The President shall serve as the Presiding Officer of every meeting of shareholders unless another person is elected by the shareholders to serve as Presiding Officer at the meeting. The Presiding Officer shall appoint any persons he deems required to assist with the meeting.

3.06 Vote Required for Action

If a quorum exists, action on a matter (other than the election of directors) by a voting group is approved if the votes cast within the voting group favoring the action exceed the votes cast opposing the action, unless the articles of incorporation, provisions of these bylaws validly adopted by the shareholders, or the Code requires a greater number of affirmative votes. If the articles of incorporation or the Code provide for voting by two or more Voting Groups on a matter, action on that matter is taken only when voted upon by each of those Voting Groups counted separately. Action may be taken by one Voting Group on a matter even though no action is taken by another Voting Group entitled to vote on the matter. With regard to the election of directors, unless otherwise provided in the articles of incorporation, if a quorum exists, action on the election of directors is taken by a plurality of the votes cast by the shares entitled to vote in the election.

3.07 Shares Held by Another Corporation

Shares standing in the name of another corporation, domestic or foreign, may be voted by such officer, agent, or proxy as the bylaws of such other corporation may prescribe, or, in the absence of such a provision, as the board of directors of such other corporation may determine.

3.08 Method of Voting Shares

Unless the articles of incorporation or the Code provide otherwise, each outstanding share having voting rights shall be entitled to one vote on each matter submitted to a vote at a meeting of the shareholders. Voting on all matters shall be by voice vote or by show of hands unless any qualified voter, prior to the voting on any matter, demands vote by ballot, in which case each ballot shall state the name of the shareholder voting and the number of shares voted by him, and if the ballot be cast by proxy, it shall also state the name of the proxy.

3.09 Proxies

A shareholder entitled to vote on a matter may vote in person or by proxy pursuant to an appointment of proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact. An appointment of proxy shall be valid for only one meeting to be specified therein, and any adjournments of such meeting, but shall not be valid for more than eleven months unless expressly provided therein. Appointments of proxy shall be dated and filed with the records of the meeting to which they relate. If the validity of any appointment of proxy is questioned, it must be submitted to the secretary of the meeting of shareholders for examination or to a proxy officer or committee appointed by the meeting's presiding officer. The secretary of the meeting or, if appointed, the proxy officer or committee, shall determine the validity or invalidity of any appointment of proxy submitted for examination. Reference in the minutes of the meeting by the secretary or, if appointed, the proxy officer or committee, as to the regularity of an appointment of proxy shall be received as prima facie evidence of the facts stated for the purpose of establishing the presence of a quorum at the meeting and for all other purposes.

3.10 Action Without a Meeting

Any action required or permitted to be taken at a meeting of the shareholders, may be taken without a meeting if the action is taken by all shareholders entitled to vote on the action. The action without a meeting must be evidenced by one or more written consents describing the action taken, signed by all the shareholders entitled to take action without a meeting, and delivered to the Corporation for inclusion in the minutes or filing with the records of the Corporation. The Corporation shall give written notice of actions so taken.

3.11 Notice

Unless waived as contemplated in these bylaws, a notice of each meeting of shareholders, stating the date, time, and place of the meeting shall be given not less than ten (10) days nor more than sixty (60) days before the date thereof, to each shareholder entitled to vote at that meeting. In the case of an annual meeting, the notice need not state the purpose or purposes of the meeting unless the articles of incorporation or the Code require otherwise. In the case of a special meeting, including a special meeting in lieu of an annual meeting, the notice of meeting shall state the purpose or purposes for which the meeting is called.

Article IV. Board of Directors

4.01 Powers

All corporate powers, which are lawful and do not violate any legal agreement among shareholders and which are not prohibited by the articles of incorporation or these bylaws, shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed under, the direction of the Board of Directors. The Board of Directors may, by resolution, vote any shares of stock owned by the Corporation. Also, the Board of Directors from time to time in its discretion may authorize or declare distributions or share dividends in accordance with the Code.

4.02 Number

The number and composition of the Corporation's Board of Directors shall initially be that which is specified in the articles of incorporation. If the articles of incorporation do not specify the number and composition of the Board of Directors, then the Board of Directors shall consist of one member, the President of the Corporation. Thereafter, the number and composition of the Board of Directors may be changed from time to time by an action of the shareholders.

4.03 Election

Except as provided for in Section 4.06, addressing vacancies in the Board of Directors, the directors shall be elected by a vote of the shareholders at each annual meeting of shareholders or special meeting in lieu of the annual meeting.

4.04 Term of Office

Except in the case of death, written resignation, retirement, disqualification, or removal, each director shall serve until the next succeeding annual meeting or special meeting in lieu of an annual meeting and thereafter until his successor is elected and qualifies or until the number of directors is decreased.

4.05 Removal

One or more directors may be removed from office with or without cause by the shareholders by a majority of the votes entitled to be cast. If the director was elected by a Voting Group, only the shareholders of that Voting Group may participate in the vote to remove him. Removal action may be taken at any meeting of shareholders with respect to which the notice stated that the purpose, or one of the purposes, of the meeting is removal of the director, and a removed director's successor may be elected at the same meeting.

4.06 Vacancies

A vacancy occurring in the Board of Directors, other than by reason of an increase in the number of directors, shall be filled for the unexpired term by the first to take action of (a) the shareholders or (b) the Board of Directors, and if the directors remaining in office constitute fewer than a quorum of the Board of Directors, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office. If the vacant office was held by a director elected by a Voting Group, only the holders of shares of that Voting Group or the remaining directors elected by that Voting Group are entitled to vote to fill the vacancy. A vacancy occurring in the Board of Directors by reason of an increase in the number of directors shall be filled in like manner as any other vacancy, but, if filled by action of the Board of Directors, shall only be for a term of office continuing until the next election of directors by the shareholders and until the election and qualification of a successor.

4.07 Committees

The Board of Directors, by resolution, may designate from among its members an executive committee and one or more other committees, each consisting of one or more directors all of whom serve at the pleasure of the Board of Directors. Except as limited by the Code, each committee shall have the authority set forth in the resolution establishing the committee. The provisions of these bylaws as to the Board of Directors and its deliberations shall be applicable to any committee of the Board of Directors. All decisions and actions of any committee created by these bylaws or resulting from the authority granted by these bylaws, shall be subject to the discretionary review and approval of the Board of Directors.

4.08 Compensation

Unless the articles of incorporation provide otherwise, the Board of Directors may determine from time to time the compensation, if any, directors may receive for their services as directors. A director may also serve the Corporation in a capacity other than that of director and receive compensation, as determined by the Board of Directors, for services rendered in such other capacity.

Article V. Meetings of the Board of Directors

5.01 Regular Meetings

Regular meetings of the Board of Directors shall be held immediately after the annual meeting of shareholders or a special meeting in lieu of the annual meeting. In addition, the Board of Directors may schedule other meetings to occur at regular intervals throughout the year.

5.02 Special Meetings

Special meetings of the Board of Directors may be called by or at the request of the President of the Corporation, by the sole director of the Board of Directors or, if the Board consists of more than one director, by any two directors in office at that time.

5.03 Quorums

Unless a greater number is required by the articles of incorporation, these bylaws, or the Code, a quorum of the Board of Directors consists of a majority of the total number of directors.

5.04 Adjournments

Whether or not a quorum is present to organize a meeting, any meeting of directors (including an adjourned meeting) may be adjourned by a majority of the directors present to reconvene at a specific time and place. At any reconvened meeting, any business may be transacted that could have been transacted at the meeting that was adjourned. It shall not be necessary to give any notice of the reconvened meeting or of the business to be transacted, if the date, time and place of the reconvened meeting are announced at the meeting that was adjourned.

5.05 Action Without a Meeting

Unless the Code, the articles of incorporation, or these bylaws provide otherwise, any action required or permitted to be taken at any meeting of the Board of Directors, or any action that may be taken at a meeting of an authorized committee of the Board of Directors, may be taken without a meeting if the action is taken by all the members of the Board of Directors (or of the committee, as the case may be). The action must be evidenced by one or more written consents describing the action taken, signed by each director (or each director serving on the committee, as the case may be), and delivered to the Corporation for inclusion in the minutes or filing with the records of the Corporation.

5.06 Meetings by Telephone

Any or all directors may participate in a meeting of the Board of Directors, and members of an authorized committee of the Board of Directors may participate in a meeting of the committee (as the case may be), through the use of any means of communication by which all directors participating may simultaneously hear each other during the meeting.

5.07 Place of Meetings

Directors may hold their meetings at any place within or without the State of Indiana, as the Board of Directors may from time to time establish for regular meetings or as set forth in the notice of special meetings or, in the event of a meeting held pursuant to waiver of notice, as set forth in the waiver.

5.08 Notice of Meetings

No notice shall be required for any regularly scheduled meeting of the directors. Unless waived as contemplated in these bylaws, each director shall be given at least five day's notice of each special meeting stating the date, time, and place of the meeting. It is not required that the purpose of a directors' meeting be stated in any notice of such a meeting, whether the meeting is a regular or a special meeting.

5.09 Vote Required for Action

If a quorum is present when a vote is taken, the affirmative vote of a majority of directors present is the act of the Board of Directors unless the Code, the articles of incorporation, or these bylaws require the vote of a greater number of directors.

A director who is present at a meeting of the Board of Directors, or an authorized committee of the Board of Directors, when corporate action is taken is deemed to have assented to the action taken unless:

(i) he objects at the beginning of the meeting (or promptly upon his arrival) to holding the meeting or to transacting business at the meeting,

(ii) his dissent or abstention from the action taken is entered in the minutes of the meeting, or

(iii) he delivers written notice of his dissent or abstention to the presiding officer of the meeting before its adjournment or to the Corporation immediately after adjournment of the meeting.

The right of dissent or abstention is not available to a director who votes in favor of the action taken.

Article VI. Shareholder and Director Notices

6.1 Delivery of Notice

Whenever these bylaws require notice to be given to any shareholder or director, the notice shall be given in accordance with this Section 6.1. Notice under these bylaws shall be in writing unless oral notice is reasonable under the circumstances. Any notice to directors may be written or oral. Notice may be communicated in person, by telephone, telegraph, teletype, other form of wire or wireless communication, or by mail or private carrier. If these forms of personal notice are impracticable, notice may be communicated by a newspaper of general circulation in the area where published, or by radio, television, or other form of public broadcast communication. Written notice to the shareholders, if in a comprehensible form, is effective when mailed, if mailed with first-class postage prepaid and correctly addressed to the shareholder's address shown in the Corporation's current record of shareholders.

6.2 When Effective

Except as otherwise provided in this Section 6.2, written notice, if in a comprehensible form, is effective at the earliest of the following:

(i) when received or when delivered, properly addressed, to the addressee's last known principal place of business or residence;

(ii) five days after deposit in the mail, as evidenced by the postmark, if mailed with first-class postage prepaid and correctly addressed, or

(iii) on the date shown on the return receipt, if sent by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee.

Oral notice is effective when communicated if communicated in a comprehensible manner.

In calculating time periods for notice, when a period of time measured in days, weeks, months, years, or other measurement of time is prescribed for the exercise of any privilege or the discharge of any duty, the first day shall not be counted but the last day shall be counted.

6.3 Waiver

A shareholder or director may waive any notice before or after the date and time stated in the notice. Except as provided in this Section 6.3, the waiver must be in writing, be signed by the shareholder or director entitled to the notice, and be delivered

to the Corporation for inclusion in the minutes or filing with the records of the Corporation.

A shareholder's attendance at a meeting (i) waives objection to lack of notice or defective notice of the meeting, unless the shareholder at the beginning of the meeting objects to holding the meeting or transacting business at the meeting; and (ii) waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the shareholder objects to considering the matter when it is presented.

A director's attendance at or participation in a meeting waives any required notice to him of the meeting unless the director at the beginning of the meeting (or promptly upon his arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Unless required by the Code, neither the business transacted nor the purpose of the meeting need be specified in the waiver.

6.4 Notice Following Adjournment

If notice of an adjourned meeting of the shareholders or of the directors was properly given, it shall not be necessary to give any notice of the reconvened meeting or of the business to be transacted, if the date, time and place of the reconvened meeting are announced at the meeting that was adjourned and before adjournment; provided, however, that if a new record date of shares is or must be fixed, notice of the reconvened meeting must be given to persons who are shareholders as of the new record date.

Article VII. Officers

7.01 Number

The officers of the Corporation shall consist of a Board Chairman, a President, a Secretary, a Treasurer, and any other officers as may be appointed by the Board of Directors or by another duly appointed officer pursuant to these bylaws. The Board of Directors shall from time to time create and establish the duties of the other officers. Any two or more offices may be held by the same person.

7.02 Board Chairman

The Board Chairman shall preside at all meetings of the Board of Directors and shall have authority to execute bonds, mortgages, and other contracts requiring a seal, under the seal of the Corporation; to endorse, when sold, assigned, transferred, or otherwise disposed of by the Corporation, all certificates or shares of stock, bonds, or

other securities issued by other corporations, associations, trusts, whether public or private, or by any government agency thereof, and owned or held by the Corporation, and to make, execute, and deliver all instruments or assignments of transfer of any such stocks, bonds, or other securities. The Board Chairman may, with the approval of the Board of Directors, or shall, at the direction of the Board of Directors, delegate any or all of such duties to the President.

7.03 President

The President shall be the Chief Executive Officer of the Corporation and shall have general supervision of the business of the Corporation. The President shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall perform such other duties as may from time to time be delegated by the Board of Directors. In the absence of the Board Chairman, the President shall have authority to do any and all things delegated to the Board Chairman.

7.04 Vice President

In the absence or disability of the President, or at the direction of the President, the Vice President, if any, shall perform the duties and exercise the powers of the President. If the Corporation has more than one Vice President, the one designated by the Board of Directors shall act in lieu of the President. Vice Presidents shall perform whatever duties and have whatever powers the Board of Directors may from time to time assign.

7.05 Secretary

The Secretary shall be responsible for preparing minutes of the acts and proceedings of all meetings of the shareholders, the Board of Directors, and any Committees thereof. The Secretary shall have authority to give all notices required by the Code or these bylaws. The Secretary shall be responsible for the custody of the corporate books, records, contracts, and other documents. The Secretary may affix the corporate seal to any lawfully executed documents and shall sign any instruments as may require his or her signature. The Secretary shall authenticate records of the Corporation. The Secretary shall perform whatever additional duties and have whatever additional powers the Board of Directors may from time to time assign. In the absence or disability of the Secretary or at the direction of the President, any assistant secretary may perform the duties and exercise the powers of the Secretary.

7.06 Treasurer

The Treasurer shall be responsible for the custody of all funds and securities belonging to the Corporation and for the receipt, deposit, or disbursement of funds and securities under the direction of the Board of Directors. The Treasurer shall cause to be maintained full and true accounts of all receipts and disbursements and shall make

reports of the same to the Board of Directors and the President upon request. The Treasurer shall perform all duties as may be assigned to him from time to time by the Board of Directors.

7.07 Appointment, Term, and Removal

All officers shall be appointed by the Board of Directors or by a duly appointed officer pursuant to these bylaws and shall serve at the pleasure of the Board of Directors or the appointing officers, as the case may be. All officers, however appointed, may be removed with or without cause by the Board of Directors, and any officer appointed by another officer may also be removed by the appointing officer with or without cause.

7.08 Compensation

The compensation of all officers of the Corporation appointed by the Board of Directors shall be fixed by the Board of Directors.

7.09 Bonds

The Board of Directors may, by resolution, require any or all of the officers, agents, or employees of the Corporation to give bonds to the Corporation, with sufficient surety or sureties, conditioned on the faithful performance of the duties of their respective offices or positions, and to comply with any other conditions as from time to time may be required by the Board of Directors.

Article VIII. Indemnification

8.01 Definitions

Terms defined in Chapter 37 of the Indiana Business Corporation Law (Ind. Code §§ 23-1-37-1, et seq.) which are used in this Article 8 shall have the same definitions for purposes of this Article 8 as they have in such chapter of the Indiana Business Corporation Law.

8.02 Indemnification of Directors and Officers

The Corporation shall indemnify any person made or threatened to be made a party to any action, suit, or proceeding, whether civil or criminal, administrative or investigative, and whether formal or informal, by reason of the fact that he or she, his or her testator, or his or her intestate is or was a director or officer of the Corporation or of any corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise, whether or not for profit, which he or she served as such at the request of the Corporation (any such person made or threatened to be

made such a party is hereinafter termed a “Qualifying Person”), against liability and the reasonable expenses, including attorneys’ fees, actually incurred by him or her in connection with such action, suit, or proceeding, or in connection with any appeal therein, if: (i) his or her conduct was in good faith; (ii) he or she reasonably believed (a) in the case of conduct in his or her official capacity with the Corporation, that his or her conduct was in the Corporation’s best interests, and (b) in all other cases, that his or her conduct was at least not opposed to the Corporation’s best interests; and (iii) in the case of any criminal proceeding, he or she (a) had reasonable cause to believe his or her conduct was lawful, or (b) had no reasonable cause to believe his or her conduct was unlawful.

The Corporation shall pay for or reimburse the reasonable expenses incurred by a Qualifying Person in advance of final disposition of any such action, suit, or proceeding if the following occur: (i) the Qualifying Person furnishes to the Corporation a written affirmation of his or her good faith belief that he or she has met the standard of conduct necessary for indemnification described in this Section 8.02 (the “Standard”); (ii) he or she furnishes the Corporation a written undertaking executed by him or her to repay any such advance if it is ultimately determined that he or she did not meet the Standard; and (iii) a determination is made that the facts then known to those making the determination would not preclude indemnification under this Section 8.02.

8.03 Other Employees or Agents of the Corporation

The Corporation may, in the discretion of the Board of Directors, fully or partially provide the same rights of indemnification and reimbursement as hereinabove provided for directors and officers of the Corporation to other individuals who are or were employees or agents of the Corporation or who are or were serving at the request of the Corporation as employees or agents of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other entity whether or not for profit.

8.04 Non-Exclusive Provision

The indemnification authorized under this Article VIII is in addition to all rights to indemnification granted by Chapter 37 of the Indiana Business Corporation Law (Ind. Code §§ 23-1-37-1, et seq.) and in no way limits the indemnification provisions of such Chapter.

8.05 Insurance

The Corporation may purchase and maintain insurance on behalf of an individual

(i) who is a director, officer, employee, or agent of the Corporation, or

(ii) who, while a director, officer, employee, or agent of the Corporation, serves at the Corporation's request as a director, officer, partner, trustee, employee or agent of another domestic or foreign corporation, partnership, joint venture, trust, employee benefit plan, or other entity

against liability asserted against or incurred by him or her in that capacity or arising from his or her status as a director, officer, employee, or agent, whether or not the Corporation would have power to indemnify or advance expenses to him or her against the same liability under these bylaws or the Code.

8.06 Witness Fees

Nothing in these bylaws shall limit the Corporation's power to pay or reimburse expenses incurred by a director or officer in connection with his or her appearance as a witness in a proceeding at a time when he or she is not a party.

8.07 Report to Shareholders

To the extent and in the manner required by the Code from time to time, if the Corporation indemnifies or advances expenses to a director or officer in connection with a proceeding by or in the right of the Corporation, the Corporation shall report the indemnification or advance to the shareholders.

8.08 Effect of Amendments

No amendment, modification, or rescission of these bylaws, or any provision of the bylaws, the effect of which would diminish the rights to indemnification or advancement of expenses as set forth herein shall be effective as to any person with respect to any action taken or omitted by such person prior to such amendment, modification or rescission.

Article IX. Stock Certificates

9.01 Authorization and Issuance

In accordance with the Code, the Board of Directors may authorize shares of any class or series provided for in the Corporation's Articles of Incorporation to be issued for any consideration valid under the provisions of the Code. To the extent provided in the Articles of Incorporation, the Board of Directors shall determine the preferences, limitations, and relative rights of the shares.

9.02 Form

The interest of each shareholder in the Corporation shall be evidenced by a certificate or certificates representing shares of the Corporation which shall be in such form as the Board of Directors from time to time may adopt. Share certificates shall be numbered consecutively, shall be in registered form, shall indicate the date of issuance, the name of the Corporation, that it is organized under the laws of the State of Indiana, the name of the shareholder, the number and class of shares, and the designation of the series, if any, represented by the certificate. Each certificate shall be signed by any one of the President, a Vice President, the Secretary, or the Treasurer. The corporate seal need not be affixed.

9.03 Registered Shareholders

Prior to due presentation for transfer of registration of its shares, the Corporation may treat the registered owner of the shares as the person exclusively entitled to vote the shares, to receive any share dividend or distribution with respect to the shares, and for all other purposes. The Corporation shall not be bound to recognize any equitable or other claim to or interest in the shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

9.04 Transfer of Shares

Transfers of shares shall be made upon the transfer books of the Corporation, kept at the principle office of the Corporation (or at the office of the transfer agent designated to transfer the shares, if any) only upon direction of the person named in the certificate, or by his or her attorney lawfully constituted in writing. Before a new certificate is issued, the old certificate shall be surrendered for cancellation or, in the case of a certificate alleged to have been lost, stolen, or destroyed, the requirements of the bylaw governing lost, stolen, or destroyed certificates shall have been met.

9.05 Record Date

For the purpose of determining shareholders entitled to notice of a shareholders' meeting, to demand a special meeting, to vote, or to take any other action, the Board of Directors may fix a future date as the Record Date, which date shall be not more than seventy (70) days prior to the date on which the particular action requiring a determination of shareholders is to be taken. A determination of shareholders entitled to notice of or to vote at a shareholders' meeting is effective for any adjournment of the meeting unless the Board of Directors fixes a new Record Date, which it must do if the meeting is adjourned to a date more than 120 days after the date fixed for the original meeting. If no Record Date is fixed by the Board of Directors, the Record Date shall be determined in accordance with the provisions of the Code.

For the purpose of determining shareholders entitled to a distribution (other than one involving a purchase, redemption, or other reacquisition of the Corporation's shares) or a share dividend, the Board of Directors may fix a date as the Record Date. If no Record Date is fixed by the Board of Directors, the Record Date shall be determined in accordance with the provisions of the Code.

9.06 Lost, Stolen, or Destroyed Certificates

Any person claiming a share certificate to be lost, stolen, or destroyed shall make an affidavit or affirmation of the fact in the manner required by the Board of Directors and, if the Board of Directors requires, shall give the Corporation a bond of indemnity in form and amount, and with one or more sureties satisfactory to the Board of Directors, as the Board of Directors may require, whereupon an appropriate new certificate may be issued in lieu of the one alleged to have been lost, stolen or destroyed.

Article X. Miscellaneous

10.01 Fiscal Year

The fiscal year of the Corporation shall be a twelve-month period, beginning January 1 and ending on December 31 each year, unless the Board of Directors, by resolution, fixes the fiscal year as another time period.

10.02 Corporate Seal

If the Board of Directors determines that there should be a corporate seal for the Corporation, it shall be in the form as the Board of Directors may from time to time determine.

10.03 Corporate Records

The Board of Directors shall have the power to determine which accounts, books, and records of the Corporation shall be opened to the inspection of the shareholders, except those as may by law specifically be made open to inspection. The Board of Directors shall have the power to fix reasonable rules and regulations not in conflict with the applicable law for the inspection of accounts, books, and records which by law or by determination of the Board of Directors shall be open to inspection.

10.04 Annual Financial Statements

In accordance with the Code, the Corporation shall prepare and provide to the shareholders such financial statements as may be required by the Code.

10.05 Contracts

The Board of Directors may authorize any officer or agent to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation and such authority may be general or confined to a specific instance; and unless so authorized by the Board of Directors, no officer, agent or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or render it liable pecuniarily for any purposes or to any amount. However, all contracts and agreements into which the Corporation enters in the ordinary course of business operations may be executed by any officer of the Corporation or by any other employee of the Corporation designated by the President to execute such contracts and agreements. Notwithstanding any other provision of these bylaws, however, the President is hereby given authority to execute all written documents or instruments on behalf of the Corporation.

10.06 Checks and Other Instruments

All checks, drafts, notes, bonds, bills of exchange, and orders for the payment of money shall, unless otherwise directed by the Board of Directors or required by law, be signed by either the President or the Secretary. The Board of Directors may, however, designate one or more officers or employees of the Corporation, other than those named above, who may, in the name of the Corporation, execute drafts, checks, and orders for the payment of money in its behalf.

10.07 Amendments

The Board of Directors shall have the power to alter, amend, or repeal these bylaws or adopt new bylaws, but any bylaws adopted by the Board of Directors may be altered, amended, or repealed, and new bylaws adopted, by the shareholders. The shareholders may prescribe, by expressing in the action they take in adopting or amending any bylaw or bylaws, that the bylaw or bylaws so adopted or amended shall not be altered, amended or repealed by the Board of Directors.

10.08 Conflict with Articles of Incorporation or Law; Severability

In the event that any provision of these bylaws conflicts with any provision of the articles of incorporation, the articles of incorporation shall govern. In the event that any of the provisions of these bylaws (including any provision within a single section, subsection, division or sentence) is held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions of the bylaws shall remain enforceable to the fullest extent permitted by law.

Exhibit 3.61

FILED - Arkansas Secretary of State #100176354 10/08/1999 00:

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ARTICLES OF ORGANIZATION
OF
PEDIATRIC SPECIALTY CARE PROPERTIES, LLC

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The undersigned as organizer hereby adopts the following Articles of Organization and forms this limited liability company in accordance with the Small Business Entity Tax Pass Through Act, Act 1003 of 1993.

1. Name. The name of the limited liability company shall be PEDIATRIC SPECIALTY CARE PROPERTIES, LLC.

2. Registered Office and Agent. The agent for service of process shall be Danette Stewart. The address of the agent and the registered office of the limited liability company is 1201 South Gee Street, Jonesboro, AR 72401.

3. Termination. Unless earlier dissolved by the agreement of the members or pursuant to the terms of the operating agreement, the limited liability company shall terminate at midnight on December 31, 2049.

4. Management. The affairs of the limited liability company shall be managed by the members.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Organization this 6th day of October, 1999.

/s/ G. S. Brant Perkins
G. S. Brant Perkins, Organizer

CERTIFIED COPY

CERTIFIED COPY

ACCEPTANCE OF REGISTERED AGENT

I hereby acknowledge and accept the appointment of registered agent for and on behalf of Pediatric Specialty Care Properties, LLC.

DATED this 6th day of October, 1999.

/s/ Danette Stewart
Danette Stewart, Registered Agent

CERTIFIED COPY

Arkansas Secretary of State - Document No.: 6044010002 - Date Filed: 08-09-2006 10:31 AM - Total Pages: 1

Arkansas Secretary of State

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Charlie Daniels

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NOTICE OF CHANGE OF REGISTERED OFFICE OR REGISTERED AGENT, OR BOTH

MARK ENTITY TYPE

☐ Corporation-Profit	☐ General Partnership	☐ Limited Liability Limited Partnership
☐ Corporation-Non Profit	☐ Limited Partnership	
☒ Limited Liability Company	☐ Limited Liability Partnership	

Pursuant to the Laws of the State of Arkansas, the undersigned submits the following statement for the purpose of changing its registered office or its registered agent, or both in the State of Arkansas. If this statement reflects a change of registered office, this form must be accompanied by notice of such change to any and all applicable entities.

1. Name of corporation: PEDIATRIC SPECIALTY CARE PROPERTIES, LLC

2. Is the entity: ☒ Domestic or ☐ Foreign Name of Tax Contact: J. Mack Nunn
1705 Capital of Texas Hwy south, Ste 400
Austin, TX 78746

3. Street address of registered office changing from: 1201 Gee St.
Street Address
Jonesboro, AR 72401
City, State, Zip

4. Street address to which registered office changing: 425 W. Capitol Ave., Suite 1700
Street Address
Little Rock, AR 72201
City, State, Zip
(The address of the registered office and the business address of the registered agent must be identical.)

5. Name of registered agent changing from: Dannette Stewart To: The Corporation Company

I, THE CORPORATION COMPANY hereby consent to serve as registered agent for this entity.

/s/ John J. Linnihan
Successor Agent John J. Linnihan Asst Secy

A letter of consent from successor agent may be substituted in lieu of this signature.

A copy bearing the file marks of the Secretary of State shall be returned.

If this entity is a corporation governed by Act 576 of 1965 such change must be filed with the County Clerk of the County in which its registered office is located, unless the registered office is located in Pulaski County, in which event no filing with the County Clerk is required.

I understand that knowingly signing a false document with the intent to file with the Arkansas Secretary of State is a Class C misdemeanor and is punishable by a fine up to $100.00 and/or imprisonment up to 30 days.

/s/ J. Mack Nunn, Secretary
Signature and Title of Authorized Officer

Dated: 7/29/04

Fee For Corporation or Limited Liability Company - $25.00
Fee For General Partnership, Limited Partnership, Limited Liability Partnership or Limited Liability Limited Partnership - $15.00

DO-3/DN-04/F-06/"ALL" Rev. 4/06

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Arkansas Secretary of State

[SEAL]

Charlie Daniels

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INSTRUCTIONS: File with the Secretary of State's Office, Business Services Division, State Capitol, Little Rock, Arkansas 72201-1094. A copy will be returned to the entity and must be filed with the County Clerk in the county in which the entity's registered office is located (unless registered office is in Pulaski County).

APPLICATION FOR FICTITIOUS NAME

Select entity type:

- ☐ For-Profit Corporation ($25.00 fee)
- ☐ General Partnership
- ☒ LLC ($25.00 fee)
- ☐ LLLP ($15.00 fee)
- ☐ Nonprofit Corporation
- ☐ Limited Partnership ($15.00 fee)
- ☐ LLP ($15.00 fee)

Pursuant to the provisions of Arkansas law, the undersigned entity hereby applies for the use of a fictitious name and submits herewith the following statement:

1. The fictitious name under which the business is being, or will be, conducted by this entity is:

   ASCENT

2. The character of the business being, or to be, conducted under such fictitious name is:

   Medical, behavioral, nutritional, physical, occupational, and audiology services for children.

3. a) The entity name of the applicant and its date of qualification in Arkansas:

   Pediatric Specialty Care Properties, LLC

   b) The entity is ☒ domestic ☐ foreign (state of domestic registration) _____

   c) The location (city and street address) of the registered office of the applicant entity in Arkansas is:

   425 W. Capitol Ave., Suite 1700, Little Rock, Arkansas 72201
   Street City State ZIP Code

I understand that knowingly signing a false document with the intent to file with the Arkansas Secretary of State is a Class C misdemeanor and is punishable by a fine up to $100.00 and/or imprisonment up to 30 days.

Authorizing Officer: J. MACK NUNN
(Type or Print)

Authorized Signature: /s/ J. Mack Nunn
(Chairman, Partner or other authorized person) Title: Secretary

Address: 1701 Capitol of Texas Highway South, Ste 400, Austin, TX 78746

Fee: see top of page **DN-18/F-18/Rev. 4/06**

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Arkansas Secretary of State

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Charlie Daniels

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INSTRUCTIONS: File with the Secretary of State's Office, Business Services Division, State Capitol, Little Rock, Arkansas 72201-1094. A copy will be returned to the entity and must be filed with the County Clerk in the county in which the entity's registered office is located (unless registered office is in Pulaski County).

APPLICATION FOR FICTITIOUS NAME

Select entity type:

- ☐ For-Profit Corporation ($25.00 fee)
- ☐ General Partnership
- ☒ LLC ($25.00 fee)
- ☐ LLLP ($15.00 fee)
- ☐ Nonprofit Corporation
- ☐ Limited Partnership ($15.00 fee)
- ☐ LLP ($15.00 fee)

Pursuant to the provisions of Arkansas law, the undersigned entity hereby applies for the use of a fictitious name and submits herewith the following statement:

1. The fictitious name under which the business is being, or will be, conducted by this entity is:

   ASCENT CHILDREN'S HEALTH SERVICES

2. The character of the business being, or to be, conducted under such fictitious name is:
   Medical, behavioral, nutritional, physical, occupational, and audiology services for children.

3. a) The entity name of the applicant and its date of qualification in Arkansas:

   Pediatric Specialty Care Properties, LLC

   b) The entity is ☒ domestic ☐ foreign (state of domestic registration) _____

   c) The location (city and street address) of the registered office of the applicant entity in Arkansas is:
   425 W. Capitol Ave., Suite 1700, Little Rock, Arkansas 72201
   Street City State ZIP Code

I understand that knowingly signing a false document with the intent to file with the Arkansas Secretary of State is a Class C misdemeanor and is punishable by a fine up to $100.00 and/or imprisonment up to 30 days.

Authorizing Officer: J. MACK NUNN
(Type or Print)

Authorized Signature: /s/ J. Mack Nunn
(Chairman, Partner or other authorized person) Title: Secretary

Address: 1701 Capitol of Texas Highway South, Ste 400, Austin, TX 78746

Fee: see top of page **DN-18/F-18/Rev. 4/06**

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FILED - Arkansas Secretary of State #100167968 01/09/2008 11:

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Arkansas Secretary of State

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Charlie Daniels

State Capital • Little Rock, Arkansas 72201-1094
501-682-3409 • www.sos.arkansas.gov

Business & Commercial Services, 250 Victory Building, 1401 W. Capitol, Little Rock

NOTICE OF CHANGE OF COMMERCIAL REGISTERED AGENT INFORMATION

(PLEASE TYPE OR PRINT CLEARLY IN INK)

1. a. Current Name of Commercial Registered Agent: The Corporation Company

   b. New name of Commercial Registered Agent: The Corporation Company

2. a. Current address on file: 425 West Capitol Avenue
   Street Address

   Suite 1700 — Little Rock, AR 72201
   Street Address Line 2 — City, State ZIP

   b. New address: 124 West Capitol Avenue
   Street Address

   Suite 1400 — Little Rock, AR 72201-3736
   Street Address Line 2 — City, State ZIP

3. a. Jurisdiction / type of organization: Business Corporation
   b. New jurisdiction / new type of organization: _____

4. Attach a listing of ALL entities effected by the above change(s).

A commercial registered agent shall promptly furnish each entity it represents with notice of the filing of a statement of change.

I understand that knowingly signing a false document with the intent to file with the Arkansas Secretary of State is a Class C misdemeanor and is punishable by a fine up to $100.00 and/or imprisonment up to 30 days.

Executed this 27th day of December, 2007.

/s/ Marie Hauer, Asst. Secretary
Signature and Title of Authorized Individual

Marie Hauer
Printed Name of Authorized Individual

NO FEE — CERTIFIED COPY — CRA-CF Rev. 08/07

FILED - Arkansas Secretary of State #100176354 06/27/2008 14:

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Arkansas Secretary of State

[SEAL] **State Capital • Little Rock, Arkansas 72201-1094**

Charlie Daniels **501-682-3409 • www.sos.arkansas.gov**

Business & Commercial Services, 250 Victory Building, 1401 W. Capitol, Little Rock

NOTICE OF CHANGE OF COMMERCIAL REGISTERED AGENT INFORMATION

(PLEASE TYPE OR PRINT CLEARLY IN INK)

1. a. Current Name of Commercial Registered Agent: THE CORPORATION COMPANY

   b. New name of Commercial Registered Agent: THE CORPORATION COMPANY

2. a. Current address on file: 124 West Capitol Avenue
   Street Address

   Suite 1400 Little Rock, AR 72201-3736
   Street Address Line 2 City, State ZIP

   b. New address: 124 West Capitol Avenue
   Street Address

   Suite 1900 Little Rock, AR 72201
   Street Address Line 2 City, State ZIP

3. a. Jurisdiction / type of organization: BUSINESS CORPORATION

   b. New jurisdiction / new type of organization: _____

4. Attach a listing of ALL entities effected by the above change(s).

A commercial registered agent shall promptly furnish each entity it represents with notice of the filing of a statement of change.

I understand that knowingly signing a false document with the intent to file with the Arkansas Secretary of State is a Class C misdemeanor and is punishable by a fine up to $100.00 and/or imprisonment up to 30 days.

Executed this 28th day of April, 2008.

/s/ Marie Hauer, Asst. Secretary — Marie Hauer

Signature and Title of Authorized Individual — Printed Name of Authorized Individual

NO FEE CERTIFIED COPY CRA-CF Rev. 08/07

AMENDED AND RESTATED
OPERATING AGREEMENT
OF
PEDIATRIC SPECIALTY CARE PROPERTIES, LLC
(Effective November 1, 2006)

The undersigned, being the sole Member of PEDIATRIC SPECIALTY CARE PROPERTIES, LLC, does hereby amend and restate the Operating Agreement pursuant to Paragraph 16.03 of Agreement to read hereinafter as follows:

"THIS OPERATING AGREEMENT of PEDIATRIC SPECIALTY CARE PROPERTIES, LLC (the "Company"), a limited liability company organized pursuant to the laws of the State of Arkansas, and particularly Act 1003 of 1993 of the Arkansas General Assembly, formed on May 8, 2002 and first amended on July 19, 2006, is amended and restated effective as of November 1, 2006.

W I T N E S S E T H:

WHEREAS, the Company was formed on October 6, 1999 upon the filing of its original Articles of Organization with the Arkansas Secretary of State; and

WHEREAS, the Members executed the First Amendment to the Operating Agreement on June 19, 2006; and

WHEREAS, Michael T. Prince, Jane B. Prince and R. Danette Stewart conveyed their respective interests to Ascent Acquisition Corporation ("New Member") on July 19, 2006; and

WHEREAS, the New Member desires to amend and entirely restate the Operating Agreement and to consolidate all of its provisions in one document.

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

For purposes of this Agreement, the capitalized terms used herein shall have the following meanings, unless the context otherwise specifically requires:

1.1. **"Act"** shall mean and refer to Act 1003 of 1993 of the Arkansas General Assembly (ARK. CODE ANN. § 4-32-101 et seq.), as amended.

1.2. **"Agreement"** shall mean and refer to this Operating Agreement, and all amendments hereto.

1.3. **"Arkansas Code Annotated" and "ARK, CODE ANN."** shall mean and refer to the official compilation of the statutes, codes and session laws of the State of Arkansas of a public and general nature, as now existing and as amended hereafter, or any successor law. Likewise, any references to specific sections of the Arkansas Code Annotated shall include any subsequent amendments thereto or substitutions therefor.

1.4. **"Articles of Organization"** shall mean and refer to the Articles of Organization of the Company filed with the Arkansas Secretary of State, as properly amended from time to time by the Members.

1.5. **"Assignee"** shall mean and refer to a transferee of a Membership Interest who has not been admitted as a Member.

1.6. **"Business Day"** shall mean and refer to any day other than a Saturday, Sunday or legal holiday observed in the State of Arkansas.

1.7. **"Code"** shall mean and refer to the Internal Revenue Code of 1986, as amended, or any successor federal laws, and shall also include the Treasury regulations promulgated thereunder. Likewise, any references to specific sections of the Code shall include any subsequent amendments thereto or substitutions therefor.

1.8. **"Company"** shall mean and refer to PEDIATRIC SPECIALTY CARE PROPERTIES, LLC, the Arkansas limited liability company formed pursuant to the Articles of Organization and this Agreement.

1.9. **"Disposition"** ("Dispose") shall mean and refer to any sale, exchange, assignment, gift, bequest, distribution, mortgage, pledge, grant, hypothecation or other transfer, either voluntarily or involuntarily, by judicial order, operation of law or otherwise.

1.10. **"Dissociated Member"** shall mean and refer to any Member who ceases to be a Member in the Company by reason of the occurrence of an Event of Dissociation with respect to such Member.

1.11. **"Dissociation" or "Event of Dissociation"** shall mean and refer to any event or other action that causes a Member to cease to be a Member as provided herein.

1.12. **"Event of Dissolution"** shall mean and refer to any event, the occurrence of which will result in the dissolution of the Company as provided in this Agreement, unless the Members agree to the contrary in the manner set forth herein.

1.13. **“Effective Date”** shall mean and refer to the later of (a) the date on which the Articles of Organization are filed with and accepted by the Arkansas Secretary of State, or (b) the effective date, if any, indicated in the Articles of Organization. This Agreement shall become effective as of such Effective Date.

1.14. **“Fair Market Value”** shall mean and refer to the price at which the property would change hands between a willing buyer and willing seller, neither under any compulsion to buy or sell, and both having reasonable knowledge of the relevant facts. The Fair Market Value of a Membership Interest shall be determined taking into account all factors relevant for determining under §§2031 and 2512 of the Code the fair market value of a closely-held interest having the rights and restrictions provided under this Agreement and applicable Arkansas law including, but not limited to, the restrictions upon withdrawal before the end of the term of the Company. In the event it becomes necessary to determine the Fair Market Value of any property (including an ownership interest in the Company) the Fair Market Value of the property shall be determined by agreement of the parties involved, or in the absence of such agreement, by an individual appraiser or appraisal firm mutually acceptable to such parties. In the event the parties involved are unable to agree on the individual appraiser or firm to perform the valuation, each party shall select an appraiser, and such appraisers shall first attempt to jointly determine the Fair Market Value of the property (including an ownership interest in the Company) by mutual agreement, but if they are unable to agree on such valuation, such appraisers shall select a third appraiser, and the Fair Market Value shall be determined by the average of the two (2) closest appraisals. Any valuation so determined shall be binding and conclusive on the parties absent manifest error. The cost of any such appraisal(s) shall be borne, in the case of a valuation of a Membership Interest, equally by the seller and the purchaser, and in the case of a valuation of any Company property, equally by each individual Member or group of Members having conflicting interests in such appraisal.

1.15. **“Majority in Interest of the Members”** shall mean and refer to any Member (or group of Members), whose Sharing Ratio(s) exceed(s) fifty percent (50%), individually or in the aggregate.

1.16. **“Majority in Interest of the Remaining Members”** shall mean and refer to any Remaining Member (or group of Remaining Members) whose Sharing Ratio(s) exceed(s) fifty percent (50%) of the Sharing Ratios of all Remaining Members, individually or in the aggregate.

1.17. **“Manager or Managers”** shall mean the person(s) or entity selected to manage the affairs of the Company under the Agreement.

1.18. **“Members”** shall mean and refer to the persons, trusts or entities listed as such on Exhibit A hereto, and such other persons, trusts or entities hereafter admitted to the Company as Members in accordance with the terms of this Agreement. The term “Member” shall mean and refer to any of the Members, individually.

1.19. **"Membership Interest"** shall mean and refer to a Member's ownership interest and rights in the Company as a Member. Membership Interests may be represented by units which are evidenced by certificates of interest.

1.20. **"Net Income" and "Net Loss"** for any period shall mean and refer to the Company's income or loss as determined for such period for federal income tax reporting purposes, plus any income exempt from federal income tax, and reduced by any expenditures that are neither deductible nor chargeable to a capital account for federal income tax purposes.

1.21. **"Non-Fully Funding Member"** shall mean and refer to any Member that fails to fully fund such Member's pro rata share of any call for additional capital by the Company as set forth herein.

1.22. **"Remaining Members"** shall mean and refer to the Members who would be remaining after the occurrence of an Event of Dissociation with respect to another Member or Members. The term "Remaining Member" shall mean and refer to any of the Remaining Members, individually.

1.23. **"Sharing Ratio"** shall mean and refer to each respective Member's ownership interest in the Company expressed as a percentage. If the Membership Interests are represented by units, the Sharing Ratio shall be determined by dividing (a) the number of units owned by the Member by (b) the total number of units issued and outstanding. The Sharing Ratio for each Member is set forth opposite such Member's name on Exhibit A hereto.

ARTICLE II
ORGANIZATION

2.1. **Formation.** The Members hereby organize the Company as a limited liability company pursuant to the terms of this Agreement, the provisions of the Act, and other applicable laws of the State of Arkansas.

2.2. **Articles of Organization.** The Articles of Organization are hereby ratified and confirmed in all respects as the Articles of Organization of the Company.

2.3. **Name.** The name of the Company shall be PEDIATRIC SPECIALTY CARE PROPERTIES, LLC, and all business of the Company shall be conducted under this name and/or such other names approved in writing by a Majority in Interest of the Members. The name of the Company may be changed from time to time by the affirmative vote of a Majority in Interest of the Members.

2.4. **Purpose.** The primary purpose of the Company is to acquire develop, own, hold, invest in, lease, sell and otherwise deal in real property and all activities related thereto. The

Company may also engage in any other lawful business or activity incidental to its primary purpose or as approved by a Majority in Interest of the Members.

2.5. **Powers.** The Company shall have all the powers conferred by applicable law upon limited liability companies, including the power and authority to do all things necessary or convenient to accomplish its purposes and to operate its business in any lawful manner.

2.6. **Registered Agent and Office.** The registered agent shall be The Corporation Company as shall be as set forth in the Articles of Organization. The registered agent and/or registered office of the Company may be changed from time to time by the affirmative vote of a Majority in Interest of the Members, and any such change shall be promptly reflected in an appropriate filing with the Arkansas Secretary of State. In the event the registered agent becomes unable or unwilling to serve as registered agent, and/or the registered office of the Company changes, the Members shall promptly designate a successor registered agent and/or registered office, as the case may be, and shall promptly reflect such change of registered agent and/or office through an appropriate filing with the Arkansas Secretary of State.

2.7. **Principal Office.** The principal office of the Company shall be located at 425 West Capitol Avenue, Suite 1700, Little Rock, Arkansas 72201, or at such other place approved from time to time by a Majority in Interest of the Members.

2.8. **Operating Agreement.** The Members hereby adopt this Agreement, as it may from time to time be amended according to its terms, as the Operating Agreement of the Company. In the event any terms of this Agreement conflict with the provisions of the Act, the terms of this Agreement shall govern and control, to the extent permissible under the Act. To the extent any provision of this Agreement is prohibited or ineffective under the Act, this Agreement shall be considered amended to the smallest degree possible in order to make such provision effective under the Act.

ARTICLE III
TERM

The Company shall be dissolved and its affairs wound up in accordance with the Act and this Agreement on December 31, 2040, unless such term shall be extended by amendment to this Agreement, or unless the Company shall be sooner dissolved and its affairs wound up in accordance with the Act and this Agreement (hereinafter sometimes referred to herein as the “Term”).

ARTICLE IV
RIGHTS, OBLIGATIONS AND DUTIES OF MEMBERS

4.1. **Voting.** All Members (not including Assignees and Dissociated Members) shall be entitled to vote on any matter submitted to a vote of the Members. Voting rights shall be in accordance with the respective Sharing Ratios of the Members entitled to vote (i.e., in the event units are issued, voting rights shall be based upon the number of units owned by each Member). If a trust is a Member, then unless otherwise provided in such trust agreement, the trustee of such trust shall be entitled to vote on behalf of such trust; provided, if such trust has more than one trustee, then such vote shall be determined by a majority of the trustees of such trust.

4.2. **Majority Approval.** Whenever any matter is required or allowed to be approved by the Members under the Act or this Agreement, except as otherwise provided herein, such matter shall be considered approved or consented to upon the receipt of the affirmative approval or consent, either in writing or at a meeting of the Members, of a Majority in Interest of the Members. Assignees shall not be entitled to vote on any matter relating to the Company unless and until admitted as a Member.

4.3. **Unanimous Consent.** Notwithstanding the foregoing, the following actions shall require the unanimous consent of the Members (or Remaining Members, as the case may be):

(a) Any amendment to this Agreement unless a lesser percentage of Sharing Ratios is provided for herein; and

(b) The admission of any Assignee as a Member or a new or additional Member (except as otherwise allowed with respect to a Permitted Transferee).

4.4. **Liability of Members.** No Member shall be liable as such for any liabilities or other obligations of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on any Member for any liabilities or other obligations of the Company.

4.5. **Indemnification.**

(a) Each Member (the “Indemnifying Member”) shall indemnify and hold harmless the Company and each of the other Members from and against any and all claims, liabilities, obligations, costs and expenses (including reasonable attorney’s fees) incurred by or asserted against the Company and/or any of the other Members to the extent resulting from the gross negligence or willful misconduct of the Indemnifying Member or any action taken by such Indemnifying Member in breach of this Agreement.

(b) To the extent permitted by applicable law, the Company shall indemnify and hold harmless each Member from and against all claims, liabilities, obligations, costs and expenses (including reasonable attorney’s fees), to the extent resulting from the good faith performance by such Member of duties and services for and on behalf of the Company; provided, however, the

foregoing indemnity shall not apply to the extent the claim, liability, obligation, cost or expense results from any breach of this Agreement by such Member or is otherwise attributable to such Member's gross negligence or willful misconduct.

4.6. **Representations and Warranties.** Each Member hereby represents and warrants to the Company and each other Member as follows:

(a) If the Member is an entity, it is duly organized, validly existing, and in good standing under the laws of the state of its organization and that it has full organizational power to execute this Agreement and to perform its obligations hereunder.

(b) The execution, delivery and performance of this Agreement by the Member has been duly authorized by all necessary action on the part of such Member.

(c) This Agreement has been duly executed and delivered by such Member, constitutes the legal, valid and binding obligation of such Member, and is enforceable against such Member in accordance with its terms, except to the extent that such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights, or by general principles of equity.

(d) The execution, delivery or performance of this Agreement by such Member does not constitute a breach or default under any agreement or other instrument to which the Member is a party or by which it or any of its properties are bound or subject, and does not violate any judgment ruling, order, writ, injunction or decree applicable to such Member or any of such Member's properties.

(e) The execution, delivery or performance of this Agreement by such Member does not require the consent or approval of any third party pursuant to any agreement or other instrument to which the Member is a party or by which it or any of its properties are bound or subject.

(f) The Member is acquiring the Member's Membership Interest for the Member's own account for investment purposes and without an intent to resell or otherwise distribute such interest.

(g) The Member acknowledges that its Membership Interest has not been registered under the Securities Act of 1933 or any state securities laws, and may not be resold or transferred by the Member without appropriate registration under applicable securities laws or the availability of an exemption from such registration requirements.

4.7. **Conflicts of Interest.**

(a) Unless otherwise approved by all of the Members, any transaction between the Company and any Member shall be effected in a manner consistent with the manner in which the transaction would be effected between the Company and an independent third party bargaining at arm's length. Prior to entering into any material transaction with a Member, the Company shall disclose the material terms of such transaction to all of the Members.

(b) Subject to the terms of any employment agreement or any other agreement between any Member and the Company, no Member shall, because of such Member's participation in the Company, (1) be prevented from engaging or participating in any other business or investment activity, whether or not the activity is competitive with the business of the Company or (2) be obligated or bound to offer or present to the Company, or any other Member, any business or investment opportunity as a prerequisite to the acquisition of, or an investment in, such activity.

(c) Notwithstanding the foregoing, no Member (or Dissociated Member) shall disclose to third parties, misappropriate or otherwise use to the detriment of the Company any trade secrets of the Company or other confidential nonpublic information concerning the Company.

4.8. **Withdrawal.** No Member shall have the right to withdraw from the Company by voluntary act without the consent of all the other Members.

ARTICLE V
MANAGEMENT

5.1. **Business Affairs.** The ordinary and usual decisions concerning the business affairs of the Company shall be made by the Officers. Management of the Company shall hereby be vested in the following Officers of the Company:

Kevin Sheehan	President
J. Mack Nunn	Treasurer and Secretary

Such Officers shall have all requisite authority to bind the Company and each shall be considered an "authorized agent" for purposes of this Agreement.

5.2. **Term of Office of the Officers.** Each Officer shall be appointed by the Member(s) and shall serve at the pleasure of the Member(s) or the appointing Officers, as the case may be. All Officers, however appointed, may be removed with or without cause by the Member(s), and any Officer appointed by another Officer may also be removed by the appointing Officer with or without cause.

5.3 **Authority of Officers to Bind the Company.** The Member(s) hereby agree that only an Officer or authorized agent of the Company shall have the authority to bind the Company. No Member other than an Officer shall take any action as a Member to bind the Company, and any

Officer shall indemnify the Company for any costs or damages incurred by the Company as a result of the unauthorized action of such Officer. An Officer shall have the power, on behalf of the Company, to do all things necessary or convenient to carry out the business and affairs of the Company.

5.4. **Actions of an Officer.** An Officer shall have the power to bind the Company as provided herein. No act of an Officer in contravention of the power of an Officer shall bind the Company to persons having knowledge of such authority. With respect to the act of an Officer for the purpose of apparently carrying on the normal business or affairs of the Company, no person dealing with the Company shall have any obligation to inquire into the power or authority of an Officer acting on behalf of the Company.

5.5. **Standard of Care.** A Member shall not be liable, responsible or accountable in damages or otherwise to the Company or the other Members for any action taken, or any failure to act, on behalf of the Company, except to the extent such act or failure to act constitutes a breach of this Agreement or otherwise constitutes gross negligence, willful misconduct, or a knowing violation of law. In discharging their duties, the Members shall be entitled to rely in good faith upon the records maintained by the Company and upon the advice of independent legal counsel, accountants and other professional experts as to matters reasonably believed to be within such other person's professional expertise.

5.6. **Removal of Officers.** An Officer may be removed by the affirmative vote of a Majority in Interest of the Members.

5.7. **Conflicts of lnterest.**

(a) Unless otherwise approved by all of the Members, any transaction between the Company and an Officer shall be effected in a manner consistent with the manner in which the transaction would be effected between the Company and an independent third party bargaining at arm's length. Prior to entering into any material transaction with an Officer, the Company shall disclose the material terms of such transaction to all of the Members.

(b) Subject to the terms of any employment agreement or any other agreement between any Officer and the Company, no Officer shall, because of such Officer's employment or engagement by the Company, (1) be prevented from engaging or participating in any other business or investment activity, whether or not the activity is competitive with the business of the Company or (2) be obligated or bound to offer or present to the Company, or any Member, any business or investment opportunity as a prerequisite to the acquisition of, or an investment in, such activity.

(c) Notwithstanding the foregoing, no Officer shall disclose to third parties, misappropriate or otherwise use to the detriment of the Company any trade secrets of the Company or other confidential nonpublic information concerning the Company.

ARTICLE VI
CONTRIBUTIONS AND CAPITAL ACCOUNTS

6.1. **Initial Capital Contributions.** Each Member shall make the capital contributions specified for that Member on Exhibit A, at the time and on the terms set forth on Exhibit A. Except as otherwise provided on Exhibit A, capital contributions shall be made in cash or by a check in a form mutually acceptable to the Members. If no specific time for a capital contribution is specified, the capital contributions shall be made upon the Effective Date, or at such other time mutually acceptable to the Members.

6.2. **Additional Capital Contributions.** In the event a Majority in Interest of the Members determines that additional capital is necessary to finance Company operations or is otherwise required to provide additional capitalization for the Company (over and above the capital contributions set forth on Exhibit A), each Member shall have the preemptive right to make such additional capital contributions in proportion to the Member's Sharing Ratio so as to enable each Member to maintain the same proportional ownership interest in the Company as existed immediately prior to such additional capital contributions. To the extent any Member (a "Non-Fully Funding Member") fails to make any such additional capital contribution within thirty (30) days after demand, the other Members shall be entitled to make the additional capital contribution in place of the Non-Fully Funding Member, to the extent of such shortfall, and in such event, the Membership Interests and Sharing Ratios of the Members shall be appropriately and equitably adjusted so as to reflect the actual aggregate capital contributions made to the Company by each Member. In the event more than one other Member desires to make such additional capital contribution in place of a Non-Fully Funding Member, such other Members shall be entitled to make such contributions on a pro rata basis in accordance with the ratio of each such Member's Sharing Ratio to the total Sharing Ratios of all Members making an additional capital contribution in the place of a Non-Fully Funding Member.

6.3. **Interest on Capital Contributions.** No Member shall be entitled to interest on capital contributions to the Company, or to withdraw any part of such Member's capital account, except as specifically provided herein.

6.4. **Capital Accounts.**

(a) Separate capital accounts shall be maintained for each Member in accordance with this Agreement and in a manner consistent with the applicable requirements of the Code and the regulations promulgated thereunder.

(b) Each Member's capital account shall be increased by:

(1) The amount of money and the Fair Market Value of property contributed by the Member to the Company, net of liabilities secured by such property, if any, and

(2) Allocations to the Member of income and gain as provided herein; and shall be decreased by:

(3) The amount of money and the Fair Market Value of property distributed to the Member, net of liabilities secured by such property, if any, and

(4) Allocations to the Member of loss and deduction as provided herein.

However, no Member's capital account shall be increased with respect to any gain, or decreased with respect to any loss, allocated to such Member with respect to the sale or exchange of any property of the Company to the extent such gain or loss was previously included in such capital account by reason of such capital account reflecting the Fair Market Value of the property at the time the property was contributed to the Company, or at the time the property was subject to a revaluation or capital account adjustment as provided herein.

(c) Upon the happening of any of the following events, the capital accounts of the Members shall be adjusted to reflect the gain or loss that would have been realized by the Company (and allocated to the Members in the manner provided herein) had the Company sold, immediately prior to the happening of such event, all of its assets for an amount equal to the Fair Market Value thereof:

(1) The acquisition from the Company of an additional Membership Interest by any new or existing Member in exchange for a capital contribution to the Company;

(2) The distribution of property of the Company as consideration for a Membership Interest; or

(3) The deemed termination of the Company for federal income tax purposes upon the sale or exchange of fifty percent (50%) or more of the total interest in Company capital and profits within a twelve (12) month period.

(d) Upon the distribution of any asset (other than cash) to a Member, the capital accounts of the Members shall be adjusted by the amount of gain or loss that would have been allocated to the Members if the Company had sold the asset at Fair Market Value.

(e) In the event of a sale or exchange of all or any part of a Member's Membership Interest in accordance with this Agreement, the capital account of the transferor shall become the capital account of the transferee to the extent relating to the portion of the Membership Interest so transferred.

6.5. **Compliance with § 704(b) of the Code.** The provisions of this Agreement regarding allocations and maintenance of capital accounts are intended to have substantial economic effect

under § 704(b) of the Code and the regulations promulgated thereunder, and this Agreement shall be applied and construed, in a manner consistent with such regulations, except that notwithstanding anything herein to the contrary, this Agreement shall not be applied or otherwise construed to create a capital account deficit restoration obligation or otherwise personally obligate any Member to make a capital contribution to the Company in excess of the capital contributions set forth on Exhibit A.

ARTICLE VII
ALLOCATIONS AND DISTRIBUTIONS

7.1. **General Allocation.** Except as otherwise provided herein, Net Income, Net Loss and other items of gain, loss, deduction and credit, for each taxable year of the Company, shall be allocated among the Members in accordance with their respective Sharing Ratios.

7.2. **Other Allocation Rules.**

(a) If the Sharing Ratios and/or Membership Interests change at any time during any taxable year, Net Income, Net Loss and other items of gain, loss, deduction and credit, shall be determined for each portion of that taxable year (1) beginning on the first day of such taxable year and ending on the date of the change and (2) beginning on the day immediately after the date of the change and ending on the last day of the taxable year, and such items shall be allocated among the Members for each such period based on the Sharing Ratios during that period.

(b) In the event any property is contributed to the Company in kind, any gain or loss recognized by the Company for income tax purposes that is required to be allocated among the Members in accordance with § 704(c) of the Code (so as to take into account the variation, if any, between the adjusted tax basis and the fair market value of the property at the time of its contribution to the Company) shall be allocated to the Members for income tax purposes in the manner required by § 704(c) of the Code and the regulations promulgated thereunder.

(c) Any gain or loss on the sale or exchange of any Company property which was previously subject to a revaluation or capital account adjustment as provided herein shall first be allocated to the Members consistent with the manner in which capital accounts were adjusted, and thereafter shall be allocated among the Members in accordance with their respective Sharing Ratios.

7.3. **Section 754 Adjustments.** To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to § 734(b) or § 743(b) of the Code and the regulations promulgated thereunder is required to be taken into account in determining capital accounts, the amount of such adjustment to the capital accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Members in a manner consistent with the manner in which their capital accounts are required to be adjusted pursuant to such regulations.

7.4. **Distributions.** Cash or other property of the Company (to the extent not reasonably required for future Company operations, debt service, capital expenditures, reserves for contingencies and the like) may be distributed to the Members at such times and in such amounts as determined from time to time by a Majority in Interest of the Members. Unless otherwise unanimously agreed by the Members, all distributions by the Company to the Members shall be made in accordance with the Members' respective Sharing Ratios. However, notwithstanding the foregoing, no distribution shall be declared and paid unless, after the distribution is made, the Fair Market Value of the assets of the Company is in excess of the liabilities of the Company.

ARTICLE VIII
DISPOSITION OF MEMBERSHIP INTERESTS

8.1. **Pledge or Other Encumbrance and Permitted Transfers.** No Member shall pledge, encumber, grant a security interest in, or otherwise cause or permit any lien to be placed against all or any portion of such Member's Membership Interest without first providing written notice thereof to each of the other Members; and provided further, as a condition thereto, such Member shall require the lender, secured party, or other lienholder to execute an estoppel agreement for the benefit of the Company and the other Members which provides that any Disposition of the Member's Interest so encumbered shall be subject to the terms and conditions of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, a Member may sell, assign or transfer to one or more Permitted Transferees, during lifetime or by transfer upon death by legacy, devise, bequest, or other testamentary or nontestamentary transfer, all or part of his or her interest in the Company and thereby constitute his or her Permitted Transferee a Member without the consent of the Company or the other Members; provided, as a condition thereto, such Permitted Transferee shall execute a copy of this Agreement and agree to be bound thereby.

8.2. **Transfer Restrictions.** Except as provided in Section 8.1, no Member shall make a Disposition of all or any part of the Member's Membership Interest, or right to distributions thereon, or enter into any contract with respect to the foregoing:

(a) If such Disposition, alone or when combined with other transactions, would result in a termination of the Company within the meaning of § 708 of the Code;

(b) If requested by the Members, without an opinion of counsel satisfactory to the Members that such assignment is subject to an effective registration under, or exempt from the registration requirements of, applicable federal and state securities laws;

(c) Unless and until the Company receives from the Assignee such information and agreements that the Members may reasonably require; and

(d) Without either (i) obtaining the prior written consent of each of the other Members or (ii) complying with each of the following terms and conditions:

(1) A Member proposing to make a Disposition of all or any part of the Member's Membership Interest shall provide written notice thereof to each of the other Members (which notice shall include all of the terms of the proposed Disposition, including the price and payment terms for any sale, the name and address of the proposed transferee, the percentage of the Member's Membership Interest to be transferred, and the date on which the proposed Disposition is to occur).

(2) For a period of thirty (30) days after the date said notice has been delivered to all of the other Members, the Company shall have the first option, and each of the other Members shall have the second option, to purchase the Membership Interest proposed to be transferred, upon the same terms and conditions (including price and payment terms) as contained in any bona fide offer to purchase such Membership Interest received by the transferor. In the absence of any such bona fide offer, the purchase price for such Membership Interest shall be the Fair Market Value thereof. The determination of whether the Company exercises the first option shall be made without participation of the transferor, and such determination shall require the vote of a Majority in Interest of the other Members.

(3) In the event the foregoing right of first refusal option is not completely exercised by the Company, then each of the Members (other than the transferor) shall have the option to purchase the remaining said Membership Interest as provided herein, on a pro rata basis in accordance with the ratio of (A) the Sharing Ratio of the Member desiring to exercise such purchase option to (B) the aggregate of all Sharing Ratios of all such other Members desiring to exercise such purchase option. In the event a Member does not fully exercise such Member's option, the remainder of said Membership Interest shall be offered to the Members who did fully exercise their options and are willing to purchase all or any part of the remaining said Membership Interest based pro rata upon their Sharing Ratios (including said Membership Interest previously purchased herein) as determined only among such Members who previously purchased their full pro rata share. Any remaining said Membership Interest not so purchased thereafter shall continue to be proportionately divided in this manner among such Members who purchased their full pro rata share.

(4) In the event neither the Company nor any of the other Members exercise their respective options as provided herein, with regard to all of said Membership Interest, the transferor may make a bona fide Disposition to the prospective transferee of all of the said Membership Interest (or may retain all of the said Membership Interest), but only upon the same terms and conditions as provided in the notice provided hereinabove; provided, however, in the event the Disposition is not completed within ninety (90) days following the date said notice has been delivered to all of the other Members, no Disposition of said Membership Interest shall be made without first recomplying with the terms and conditions of this Agreement.

(5) As a condition to any such Disposition, the transferee shall be required to execute a counterpart to this Agreement agreeing to be bound by all the terms and conditions hereof, but no such transferee shall have any right to participate in the management of the business and affairs of the Company or to become a Member without the prior written consent of all other Members. Unless such transferee is admitted into the Company as a Member as provided herein, such transferee shall only be entitled to receive distributions and a return of capital, and to share in the profits and losses of the Company, attributable to the interest in the Company assigned to the transferee.

8.3. **Assignments of Distributive Rights.** A Member may, without first complying with Section 8.2, assign to any person, trust or entity all or any portion of the Member's right to receive distributions hereunder with the prior written consent of a Majority in Interest of the other Members. In addition, no such assignment shall be effective until the Company has first received a copy of the instrument of assignment, executed by both the assignor and the assignee of such distributive right. Once the assignment has been received by the Company, the Company may (but shall not be obligated to), without requesting further documentation from either the assignor or the assignee, remit directly to the named assignee all distributions to which the assignee may be entitled pursuant to the provisions of this Agreement and the assignment. So long as the party to whom such distributive share was remitted was either the assignor Member or the assignee named in the instrument of assignment, the Company shall be free from liability to any person, trust or entity if such distribution is received by a person, trust or entity not entitled thereto.

8.4. **Option to Purchase Upon Event of Dissociation.** Except as otherwise provided and allowed under this Agreement regarding transfers to Permitted Transferees, if any Event of Dissociation occurs with respect to any Member, then the Company, by vote of a Majority in Interest of the Remaining Members, or failing such vote, each of the Remaining Members, on a pro rata basis, in the manner described in Section 8.2(d)(3), shall have the option to purchase all of such Member's Membership Interest at Fair Market Value. Such option shall be exercisable for a period of one hundred twenty (120) days following the date of the Event of Dissociation. In the event neither the Company nor any of the other Members exercise their respective options as provided herein, with regard to all of said Membership Interest, the transferor may make a bona fide Disposition to the prospective transferee of all or any part of the said Membership Interest within ninety (90) days following the expiration of such option period herein; otherwise, no Disposition of said Membership Interest shall be made without first complying with the terms and conditions of this Agreement.

8.5. **Closing; Payment of Purchase Price.** In the event any option described in this Article VIII is exercised: (a) the closing shall take place at the principal office of the Company within thirty (30) days following the date on which the option is exercised, except with regard to a deceased Member's Membership Interest that is subject to probate, then such closing shall occur as soon as allowed pursuant to the administration of such deceased Member's estate, and (b) the purchase price shall be paid in accordance with the same terms and conditions as any bona fide third party offer received by the transferor (including, as near as possible, security terms), or, in the absence of any such bona fide third party offer, the purchase price shall be the Fair Market Value to be paid, as

decided by the purchaser, in cash or by delivery of a promissory note in ordinary and customary form, payable with monthly interest at the prime rate of interest, as published in the *Wall Street Journal*, on the then outstanding principal balance, and in sixty (60) equal monthly installments of principal. Such interest and principal payments shall be made on the first business day of each month following closing. Such interest rate shall be adjusted on the first business day of each calendar quarter during the calendar year with the initial interest rate being the prime rate in effect for the calendar quarter of the closing. Such promissory note may be prepaid at any time without consent or penalty and shall be secured by the Membership Interest so acquired. The holder of any such promissory note shall have all of the rights and remedies of a secured creditor under the Arkansas Uniform Commercial Code. At the closing, the purchaser shall execute and deliver said promissory note, a security agreement in customary form, appropriate UCC financing statements and such other documents and instruments reasonably necessary in order to properly document the purchase of said Membership Interest upon the terms contained herein, and the seller shall execute and deliver a general warranty bill of sale and assignment and such other documents and instruments reasonably necessary in order to properly convey and transfer to the purchaser the Membership Interest to be transferred, free and clear of all liens, claims and encumbrances. In the event there are any governmental approvals or other third party consents required in connection with any such sale and transfer, the parties shall use commercially reasonable efforts to obtain such consents and approvals prior to the scheduled closing date, but if such consents and approvals have not been obtained by the scheduled closing date, either party may extend the closing date for a period not in excess of ninety (90) days in order to continue to attempt to obtain all such required consents and approvals.

8.6. **Restriction on Transfer of Assignee's and Dissociated Member's Interests.** The foregoing restriction on transfer shall also apply to any interest in the Company held by any Assignee or Dissociated Member, and any Assignee or Dissociated Member shall comply with all of the terms and provisions set forth above prior to making any Disposition of any interest in the Company.

8.7. **Dispositions not in Compliance with this Article Void.** Any attempted Disposition of a Membership Interest, or any part thereof, not in compliance with this Agreement shall be null and void ab initio.

ARTICLE IX
DISSOCIATION OF A MEMBER

9.1. **Events of Dissociation.** A person, trust or entity shall cease to be a Member upon the happening of any of the following Events of Dissociation:

(a) The withdrawal of a Member by voluntary act with the consent of all the other Members;

(b) The removal of a Member (by a vote of a Majority in Interest of the Remaining Members) following such Member's Disposition of all of the Member's Membership Interest;

(c) Any Member (1) making an assignment for the benefit of creditors, (2) filing a voluntary petition in bankruptcy, (3) being adjudicated a bankrupt or insolvent, (4) filing a petition or answer seeking for the Member any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation (or filing any answer or other pleading admitting or failing to contest the material allegations of a petition filed against the Member in any such proceeding), or (5) seeking, consenting to or acquiescing in the appointment of a receiver or liquidator of the Member or of all or any substantial part of the Member's properties;

(d) The occurrence of any event described in Ark. Code Ann. § 4-32-802(a)(5);

(e) In the case of a Member who is a natural person:

(1) the death of the Member;

(2) the entry of an order by a court of competent jurisdiction adjudicating the Member incompetent to manage the Member's person or estate, unless a duly appointed guardian or an attorney-in-fact fully authorized under a valid durable power of attorney is legally empowered to exercise the incompetent Member's rights under this Agreement.

(f) In the case of a Member who is a trust or is acting as a Member by virtue of being a trustee of a trust, the termination of the trust (but not merely the substitution of a new trustee);

(g) In the case of a Member that is a separate partnership, limited partnership, limited liability company or other organization other than a corporation, the dissolution and commencement of winding up of the separate entity or organization;

(h) In the case of a Member that is a corporation, the filing of a certificate of dissolution, or its equivalent, for the corporation or the revocation of its charter and the lapse of ninety (90) days after notice to the corporation without reinstatement of its charter; or

(i) In the case of an estate, the distribution by the fiduciary of the estate's entire interest in the Company.

9.2. **Rights of Dissociating Member.** In the event any Member dissociates prior to the expiration of the Term:

(a) If the Dissociation causes a dissolution and winding up of the Company pursuant to the terms of this Agreement, the Member shall be entitled to participate in the winding

up of the Company to the same extent as any other Member, except that any distributions to which the Member would have been entitled shall be reduced by any damages sustained by the Company as a result of the dissolution and winding up; and

(b) If the Dissociation does not cause a dissolution and winding up of the Company under this Agreement, the Member shall become a Dissociated Member, shall no longer have any right to participate in the management or affairs of the Company, and shall be entitled only to receive distributions from the Company in accordance with the Dissociated Member's Sharing Ratio, when and if distributions are made by the Remaining Members in the manner set forth herein.

ARTICLE X
ADMISSION OF ASSIGNEES AND ADDITIONAL MEMBERS

10.1. **Admission of Additional Members.** Except as provided in Section 8.1 regarding transfers to Permitted Transferees, no new or additional Members shall be admitted to the Company as Members except upon the unanimous written consent of each Member; provided however, if any Member fails to make a capital contribution to the Company upon a capital call as provided herein, the Company may admit a new Member or Members without the consent of such Non-Fully Funding Member. In the event any new or additional person, trust or entity is admitted to the Company as a Member, the parties shall execute and deliver an amendment to this Agreement in mutually acceptable form setting forth: (a) the terms and conditions of the admission of the new Member to the Company; (b) the amount of the capital accounts, Sharing Ratios and Membership Interests of each Member; and (c) the agreement of all the Members to be bound by this Agreement, as amended by said amendment thereto.

10.2. **Rights of Assignees.** An Assignee has no right to participate in the management of the business and affairs of the Company or to become a Member. An Assignee is only entitled to receive the distributions and return of capital, and to be allocated the Net Profits and Net Losses attributable to the assigned Membership Interest, in accordance with the manner set forth herein.

10.3. **Admission of Substitute Members.** An Assignee shall be admitted as a substitute Member and succeed to all the rights of the Member who initially assigned the Membership Interest only with the approval of all of the Members. The Members may grant or withhold the approval of such admission for any reason, in their sole and absolute discretion. If so admitted, the substitute Member has all the rights and powers and is subject to all the restrictions and liabilities of the Member originally assigning the Membership Interest. The admission of a substitute Member, without more, shall not release the Member originally assigning the Membership Interest from any liability to the Company that existed prior to the assignment.

ARTICLE XI
DISSOLUTION AND WINDING UP

11.1. **Dissolution.** The Company shall be dissolved and its affairs wound up, upon the first to occur of the following events (which, unless the Members agree to continue the business, shall constitute Events of Dissolution):

(a) The expiration of the Term, unless the business of the Company is continued with the consent of a Majority in Interest of the Members; or

(b) The unanimous written consent of all of the Members.

11.2. **Effect of Dissolution.** Upon dissolution, the Company shall cease carrying on, as distinguished from the winding up of, the Company business, but the Company is not terminated, and the Company shall continue until the winding up of the affairs of the Company is completed and a certificate of dissolution has been filed with and accepted by the Arkansas Secretary of State, as required by the Act.

11.3. **Liquidation.** In the event of any such dissolution, the following procedure for liquidation shall apply:

(a) The Members shall proceed to wind up the affairs of the Company as promptly as practical and to liquidate its assets in a commercially reasonable, orderly and businesslike manner. The manner of the sale, liquidation or distribution of any property of the Company shall be determined by a Majority in Interest of the Members, provided such determination is made on a fair and equitable basis in accordance with their reasonable business judgment. In the event a Majority in Interest of the Members is unable to agree on the method of the liquidation of any property of the Company, the Company shall engage an independent investment banking firm or independent auctioneer to market or auction the property of the Company either individually or as a going concern, and any Member shall be free to bid on Company property in connection with any such sale.

(b) Any gain or loss realized by the Company upon the sale of any of its assets shall be allocated to the Members in the manner set forth herein. To the extent that property is to be distributed in kind, (except as otherwise required by Subchapter K of the Internal Revenue Code and the Regulations thereunder) for purposes of allocating the basis of such property among the Members, such property shall be deemed to have been sold at Fair Market Value on the date of distribution, the gain or loss being recognized upon such deemed sale shall be allocated among the Members in the manner set forth herein, and the amount of the distribution shall be considered to be the Fair Market Value of the property.

(c) The proceeds of liquidation and all other property of the Company shall be applied and distributed as follows:

(1) First, to pay all bona fide liabilities, debts, and other obligations of the Company (unless any debt which encumbers property is to be distributed along with that property), including any expenses incurred in winding up the affairs of the Company, and to fund any reserve reasonably necessary in order to provide for the payment of any contingent liability.

(2) Second, to the Members in proportion to the positive balances, if any, in their respective capital accounts, until the capital accounts of all Members have been reduced to zero.

(3) Third, to the Members in accordance with their Sharing Ratios.

(d) The Members shall designate one or more Members to make, execute, assign, acknowledge and file, on behalf of the Company, all documents necessary or desirable to effect the dissolution, liquidation and winding up of the Company. Each Member, upon request, shall promptly execute, acknowledge and deliver all such documents, certificates and other instruments as shall be reasonably requested to effect the proper termination and dissolution of the Company.

11.4. **Winding Up and Certificate of Dissolution.** The winding up of the Company shall be completed when all debts, liabilities, and obligations of the Company have been paid and discharged (or transferred with the asset it encumbers) or reasonably adequate provision has been made therefor, and all of the remaining property and assets of the Company shall have been distributed to the Members. Upon completion of the winding up of the Company, a certificate of dissolution, containing the information required by the Act, shall be filed with the Arkansas Secretary of State as required by the Act.

ARTICLE XII
MEETINGS

Any Member may call a Company meeting by giving written notice thereof to each of the other Members at least five (5) Business Days prior to the date of such meeting. Notice of Company meetings shall be given in the manner provided herein and shall indicate the time, place, and general subject matter of the meeting. Attendance at any such meeting shall constitute a waiver of notice. Unless a different percentage is specifically provided herein, Company action shall require the affirmative vote (in person or by proxy) of a Majority in Interest of the Members. Any action which may be taken by the Company at a meeting may also be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by a Majority in Interest of the Members (or by such Members owning a different percentage interest in the Company as otherwise specifically provided in this Agreement). Members may participate in Company meetings by telephone.

ARTICLE XIII
TAXES

13.1. **Tax Matters Member.** The Members shall designate KEVIN SHEEHAN to be the *tax matters partner* of the Company pursuant to § 6231(a)(7) of the Code. Any Member who is designated *tax matters partner* may not take any action material to the Company or its Members and which is contemplated by §§ 6222 through 6233 of the Code without the consent of a Majority in Interest of the Members.

13.2. **Tax and Fiscal Year.** The tax and fiscal year of the Company shall be the calendar year, unless another year is required by the Code or the regulations thereunder.

13.3. **Elections.** Tax elections for and on behalf of the Company shall be subject to the approval of a Majority in Interest of the Members.

13.4. **Method of Accounting.** The Company shall utilize such permissible methods of accounting for tax and financial reporting purposes as determined by a Majority in Interest of the Members.

13.5. **Out of State Taxes.** To the extent that the laws of any state or other jurisdiction require, each Member will submit any and all necessary agreements accepting jurisdiction to such state and confirming the Member's agreement to make timely income tax payments to such state or other jurisdiction as required by applicable law.

ARTICLE XIV
ACCOUNTING AND RECORDS

14.1. **Bank Accounts.** All moneys and other funds of the Company shall be deposited in the name of the Company in an account or accounts at a bank or other financial institution acceptable to a Majority in Interest of the Members. The authorized signatories to such accounts shall include only such individuals authorized from time to time in writing by the Company. Company moneys and other funds shall be kept separated and segregated from the funds of each Member.

14.2. **Records to be Maintained.** The Company shall maintain the following records at its principal office:

(a) A current list of the full name and last known business address of each Member of the Company;

(b) A copy of the Articles of Organization and all amendments thereto, together with executed copies of any powers of attorney pursuant to which any such Articles of Organization or amendments have been executed;

(c) Copies of the Company's federal and state income tax returns and reports, if any, for the three most recent years;

(d) Copies of this Agreement, including all amendments thereto; and

(e) Any financial statements of the Company for the three most recent years.

14.3. **Inspection.** Upon reasonable request, a Member may, at the Member's own expense, inspect and copy during ordinary business hours any books or records of the Company, wherever located.

14.4. **Reports to Members.**

(a) The Company shall provide customary financial statements to the Members at least annually.

(b) The Company shall prepare and provide to the Members by the fifteenth (15th) day of the third (3rd) month following the end of the Company's taxable year all income tax informational returns required by the Code and the laws of any state.

14.5. **Capital Accounts.** The Company shall maintain a record of the capital account for each Member determined in accordance with this Agreement.

ARTICLE XV
ARBITRATION

Any dispute or controversy between the Members arising out of or otherwise relating to the Company or this Agreement shall be settled by arbitration to be held in Little Rock, Arkansas in accordance with the rules then in effect of the American Arbitration Association or its successor. The arbitrator may grant injunctions or other relief in such dispute or controversy, and the decision of the arbitrator shall be final, conclusive, and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court having jurisdiction, and the parties irrevocably consent to the jurisdiction of the state courts of Arkansas for this purpose.

ARTICLE XVI
MISCELLANEOUS PROVISIONS

16.1. **Assignment.** This Agreement and the rights, obligations and duties of the parties hereunder shall not be assignable or otherwise transferable except as specifically provided herein.

16.2. **Fees of Legal Counsel.** In the event any party to this Agreement shall employ legal counsel to protect its rights hereunder or to enforce any term or provision hereof, the party prevailing in any such action shall have the right to recover from the other party all of its reasonable attorneys' fees and expenses incurred in relation to such claims.

16.3. **Modification.** No term or provision contained herein may be modified, amended or waived except by written agreement or consent signed by the required number of Members as provided hereunder.

16.4. **Binding Effect and Benefit.** This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto, and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns. Otherwise, this Agreement shall not create any rights for the benefit of any third party.

16.5. **Headings and Captions.** Subject headings and captions are included for convenience purposes only and shall not affect the interpretation of this Agreement.

16.6. **Notice.** All notices, requests, demands and other communications permitted or required hereunder shall be in writing, and either (a) delivered in person, (b) sent by express mail or other overnight delivery service providing receipt of delivery, (c) mailed by certified or registered mail, postage prepaid, return receipt requested or (d) sent by telex, telegraph or other facsimile transmission to the Members at the addresses set forth on Exhibit A hereto or to such other address as a party may designate by notice. Any such notice or communication shall be effective upon receipt by the addressee.

16.7. **Severability.** If any portion of this Agreement is held invalid, illegal or unenforceable, such determination shall not impair the enforceability of the remaining terms and provisions contained herein, provided the purposes, intent and objects of this Agreement may be attained and achieved through the enforcement of such remaining terms and provisions.

16.8. **Waiver.** No waiver of a breach or violation of any provision of this Agreement shall operate or be construed as a waiver of any subsequent breach or limit or restrict any right or remedy otherwise available. Any waiver must be in writing.

16.9. **Rights and Remedies Cumulative.** The rights and remedies expressed herein are cumulative and not exclusive of any rights and remedies otherwise available.

16.10. **Gender and Number.** Throughout this Agreement, the masculine shall include the feminine and neuter and vice versa, and the singular shall include the plural and vice versa, as the context requires.

16.11. **Entire Agreement.** This document, together with the exhibits hereto, constitutes the entire agreement of the parties and supersedes any and all other prior agreements, oral or written,

with respect to the subject matter contained herein. There are no representations, warranties, covenants or other agreements, oral or written, between the parties in connection with this transaction, other than those expressly set forth herein.

16.12. **Governing Law.** This Agreement shall be subject to and governed by the laws of the State of Arkansas.

16.13. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than one counterpart.

16.14. **Authority.** Each individual signing this Agreement in a representative capacity acknowledges and represents that he/she is duly authorized to execute this Agreement in such capacity in the name of, and on behalf of, the designated corporation, partnership, trust, or other entity.

16.15. **No Partnership Intended for Nontax Purposes.** The Members have formed the Company as a limited liability company under the Act and expressly do not intend hereby to form a partnership under either the Arkansas Uniform Partnership Act, the Arkansas Revised Limited Partnership Act or any similar law. The Members do not intend to be partners one to another, or partners to any third party. To the extent any Member, by word or action, represents to another person, trust or entity that any other Member is a partner or that the Company is a partnership, the Member making such wrongful representation shall be liable to any other Member who incurs personal liability by reason of such wrongful representation. The Company shall, however, be treated as a partnership for federal and state income tax purposes.

16.16. **Rights of Third Parties.** This Agreement is entered into among the Company and the Members for the exclusive benefit of the Company, its Members, and their permitted successors and assigns. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other person, trust or entity. Except to the extent expressly required by applicable law, no such creditor or third party shall have any rights under this Agreement or any agreement between the Company and any Member with respect to any capital contribution or otherwise,

16.17. **No Partition.** Each of the Members, and any other person, trust or entity who shall become a Member, irrevocably waives any and all right that the Member may have to maintain any action for a partition with respect to his or her undivided interest in the property of the Company or to compel any sale thereof under any laws now existing or hereinafter enacted.

IN WITNESS WHEREOF, the undersigned Member has executed this Agreement effective as of the Effective Date.

ASCENT ACQUISITION CORPORATION, INC.

By: /s/ Kevin Sheehan
Kevin Sheehan, President

PEDIATRIC SPECIALTY CARE PROPERTIES, LLC
EXHIBIT A

Names and Address of Members	Initial Capital Contributions	Membership Interests/Sharing Ratio
Ascent Acquisition Corporation 1701 Capital of Texas Highway South, Suite 400 Austin, TX 78746	$ 100	100%

PEDIATRIC SPECIALTY CARE PROPERTIES, LLC

First Amendment to Operating Agreement

This First Amendment (the "**Amendment**") to the Operating Agreement of **PEDIATRIC SPECIALTY CARE PROPERTIES, LLC**, an Arkansas limited liability company (the "**Company**"), is made as of July 19, 2006, by Ascent Acquisition Corporation, an Arkansas corporation (the "**Ascent Corporation**").

WHEREAS, the Company was formed as a limited liability company under the Act 1003 of 1993 of the Arkansas General Assembly (Ark. Code Ann. § 4-32-101 et seq.), as amended;

WHEREAS, Danette Stewart, Jane Prince and Michael Prince, a Virginia corporation (the "**Former Members**"), were the members of the Company at the time of formation of the Company;

WHEREAS, on the date hereof, the Former Members transferred and assigned to the Ascent Corporation all of their membership interests in the Company; and

WHEREAS, in connection with such transfer, the Ascent Corporation desires to amend the Operating Agreement of the Company, dated as of October 20, 1999 (the "**Agreement**"), as hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing, the Ascent Corporation hereby amends the Agreement as follows:

1. Amendments.

(a) Section 4.04(b) of the Agreement is hereby amended by deleting such section and replacing it with the following:

"To the extent permitted by applicable law, the Company shall indemnify and hold harmless each Member or authorized agent from and against all claims, liabilities, obligations, costs and expenses (including reasonable attorney's fees), to the extent resulting from the good faith performance by such Member or authorized agent of duties and services for and on behalf of the Company; provided, however, the foregoing shall not apply to the extent such claim, liability, obligation, cost or expense results from any breach of this Agreement by such Member or authorized agent or is otherwise attributable to the gross negligence or willful misconduct of such Member or authorized agent."

(b) Section 5.01 of the Agreement is hereby amended by deleting such section and replacing it with the following:

"5.01 Management Authority.

Management of the Company shall hereby be vested in the following officers of the Company:

Kevin Sheehan	President
J. Mack Nunn	Treasurer and Secretary

Such officers shall have all requisite authority to bind the Company and each shall be considered an "authorized agent" for purposes of this Agreement."

(c) Section 5.03 of the Agreement is hereby amended by deleting such section and replacing it with the following:

"5.03 Standard of Care.

A Member or authorized agent shall not be liable, responsible or accountable in damages or otherwise to the Company or the other Participants for any action taken, or any failure to act, on behalf of the Company, except to the extent such act or failure to act constitutes a breach of this Agreement or otherwise constitutes gross negligence, willful misconduct, or a knowing violation of law. In discharging any duties, a Member or authorized agent shall be entitle to rely in good faith upon the records maintained by the Company and upon the advice of independent legal counsel, accountants and other professional experts as to matters reasonably believed to be within such other person's professional expertise."

(d) Section 5.04 of the Agreement is hereby amended by deleting the words "[t]he Members agree among themselves that no Member shall, without first obtaining the prior written approval of a Majority in Interest of the Members:" and replacing such words with the following:

"The authorized agents agree that they or any one of them shall not, without first obtaining the approval of a Majority in Interest of the Members:"

(e) Exhibit A to the Agreement is hereby amended as set forth in Exhibit A attached hereto.

2. No Other Changes. Except as amended by this Amendment, the Agreement remains in full force and effect.

3. Effectiveness. This Amendment shall become effective as of the date first set forth above, upon execution hereof by the Ascent Corporation.

4. Governing Law. This Amendment is governed by and shall be construed in accordance with the laws of the state of Arkansas, exclusive of its conflict-of-laws principles.

[Remainder of Page Intentionally Left Blank]

EXHIBIT A
TO OPERATING AGREEMENT OF
PEDIATRIC SPECIALTY CARE PROPERTIES, LLC

an Arkansas Limited Liability Company

Name / Address	Amount of Contribution	Sharing Ratio	Form of Contribution
Ascent Acquisition Corporation Attn: Chief Financial Officer 1705 Capital of Texas Highway South Suite 400 Austin, TX 78746	$ 100.00	100%	Cash

Exhibit 3.63

FILED - Arkansas Secretary of State #100121981 05/11/1995 15:01

CERTIFIED COPY

ARTICLES OF INCORPORATION

OF

Med-U-Care, Inc.

The undersigned person hereby states the following in order to form a corporation pursuant to the Arkansas Business Corporation Act Number 958 of 1987:

1. The name of this corporation is Med-U-Care, Inc.

2. The corporation is authorized to issue 100,000 shares of common, voting stock and each share shall have a par value of $1.00.

3. The initial registered office of this corporation shall be located at 34 Heritage Park Circle, North Little Rock, Arkansas and the name of the registered agent of this corporation at that address is Mack D. Harbour.

4. The name and address of each incorporator is as follows:

Name	Post Office Address
Mack D. Harbour	34 Heritage Park Circle North Little Rock, AR 72116

5. The nature of the business of the corporation and the object or purposes proposed to be transacted, promoted or carried on by it are as follows:

(a) The primary purpose of the corporation shall be to establish and operate child health management services clinics; to provide full medical multi-discipline diagnosis and evaluation for the purpose of early intervention and prevention for eligible recipients; to operate as a licensed child care center and/or facility; to establish and operate programs for the mildly ill children; and to promote programs to advance the best possible care for the targeted recipients.

CERTIFIED COPY

(b) To conduct any other business enterprise not contrary to law;

(c) To exercise all of the powers enumerated in Section 4-27-302 of the Arkansas Business Corporation Act.

6. The President and Secretary of the corporation shall have the authority on behalf of the corporation to enter into any contract between the corporation and all of its shareholders (a) imposing restrictions on the future transfer (whether inter vivos, by inheritance or testamentary gift), hypothecation or other disposition of its shares; (b) granting purchase options to the corporation or its shareholders; or (c) requiring the corporation or its shareholders to purchase such shares upon stated contingencies.

7. The number of Directors constituting the initial Board of Directors shall be two (2).

8. All shares of stock issued by the corporation shall be represented by certificates.

9. All shareholders are entitled to cumulate their votes for Directors.

10. The corporation elects to have preemptive rights.

EXECUTED this 11th day of May, 1995.

/s/ MACK D. HARBOUR

MACK D. HARBOUR

CERTIFIED COPY

Arkansas Secretary of State - Document No.: 5909790001 - Date Filed: 06-08-1995 02:40 PM - Total Pages: 1

CERTIFIED COPY

State of Arkansas

OFFICE OF THE SECRETARY OF STATE

APPLICATION FOR FICTITIOUS NAME

To: Sharon Priest
Secretary of State
State Capitol
Little Rock, Arkansas 72201-1094

Pursuant to the provisions of the Arkansas Business Corporation Act, the undersigned corporation hereby applies for the use of a fictitious name and submits herewith the following statement:

1. The fictitious name under which the business is being, or will be conducted by this corporation is:

PEDIATRIC DAY HEALTH CARE .

2. The character of the business being or to be conducted under such fictitious name is:

PEDIATRIC DAY HEALTH CARE .

3. a) The corporation name of the applicant and it's date of qualification in Arkansas:

MED-U-CARE, INC. May 11, 1995 .

b) The State of incorporation is:

ARKANSAS .

c) The location (city and street address) of the registered office of the applicant corporation in Arkansas is:

Street 34 Heritage Park Circle

City North Little Rock

State Arkansas 72116

Signature: /s/ Mack D. Harbour Mack D. Harbour, Pres.
(Chairman of the Board, President or other officers (if directors have not been selected, the incorporator may execute)

Address: 34 Heritage Park Circle, North Little Rock, AR 72116

INSTRUCTIONS:

Prepare this form in duplicate, send to Secretary of State's Office, State Capitol, Little Rock, Arkansas. Duplicate copy will be returned to the corporation and must be filed with the County Clerk in the county in which the corporation's registered office is located (unless registered office is in Pulaski County).

Fee $25.00 **DN-18/F-18/Rev. 10-1-88**

CERTIFIED COPY

Arkansas Secretary of State - Document No.: 5909790004 - Date Filed: 01-04-1996 03:32 PM - Total Pages: 1

CERTIFIED COPY

NOTICE OF CHANGE OF REGISTERED OFFICE
OR REGISTERED AGENT, OR BOTH

To: Sharon Priest
Secretary of State
Corporation Division
State Capitol
Little Rock, Arkansas 72201-1094

Pursuant to the Corporation Laws of the State of Arkansas, the undersigned corporation submits the following statement for the purpose of changing its registered office or its registered agent, or both in the state of Arkansas. If this statement reflects a change of registered office, this form must be accompanied by notice of such change to any and all applicable corporations.

☐ Foreign
☒ Domestic

1. Name of corporation: MED-U-CARE, INC.

2. Address of its present registered office: 34 Heritage Park Circle
Street Address
North Little Rock, AR 72116
City, State, Zip

3. Address to which registered office is to be changed:
109 Howard Court, Fairfield Bay, AR 72088-3911
Street Address, City, State, Zip

4. Name of present registered agent: Mack D. Harbour

5. Name of successor registered agent: Mark D. Harbour

I. Mack D. Harbour hereby consent to serve as registered agent for this corporation.

/s/ Mack D. Harbour
Successor Agent
Mack D. Harbour

A letter of consent from successor agent may be substituted in lieu of this signature.

6. The address of its registered office and the address of the business office of its registered agent, as changed, will be identical.

MUST BE FILED IN DUPLICATE

A copy bearing the file marks of the Secretary of State shall be returned.

If this corporation is governed by Act 576 of 1965 such change must be filed with the County Clerk of the County in which its registered office is located, unless the registered office is located in Pulaski County, in which event no filing with the County Clerk is required.

Dated January 4, 1996.

/s/ Mack D. Harbour

Name of Authorized Officer

Mack D. Harbour

President & CEO

Title of Authorized Officer

Secretary or Assistant Secretary

Mack D. Harbour

Fee $25.00

DO-3/DN-O4/F-06/10-1-88

CERTIFIED COPY

Arkansas Secretary of State - Document No.: 5909790002 - Date Filed: 12-18-1996 02:26 PM - Total Pages: 1

CERTIFIED COPY

State of Arkansas

OFFICE OF THE SECRETARY OF STATE
APPLICATION FOR FICTITIOUS NAME

To: **Sharon Priest**
Secretary of State
State Capitol
Little Rock, Arkansas 72201-1094

Pursuant to the provisions of the Arkansas Business Corporation Act, the undersigned corporation hereby applies for the use of a fictitious name and submits herewith the following statement:

1. The fictitious name under which the business is being, or will be conducted by this corporation is:

MED-DAY-CARE

2. The character of the business being or to be conducted under such fictitious name is:

PEDIATRIC DAY HEALTH CARE

3. a) The corporation name of the applicant and it's date of qualification in Arkansas:

MED-U-CARE, INC. May 11, 1995

b) The State of incorporation is:

ARKANSAS

c) The location (city and street address) of the registered office of the applicant corporation in Arkansas is:

Street 109 Howard Court

City Fairfield Bay

State Arkansas 72088-3911

Signature: /s/ Mack D. Harbour Mack D. Harbour, President

Chairman of the Board, President or other officers (if directors have not been selected, the incorporator may execute)

Address: 109 Howard Court, Fairfield Bay, AR 72088-3911

INSTRUCTIONS:

Prepare this form in duplicate, send to Secretary of State's Office, State Capitol, Little Rock, Arkansas. Duplicate copy will be returned to the corporation and must be filed with the County Clerk in the county in which the corporation's registered office is located (unless registered office is in Pulaski County).

Fee $25.00 **DN-18/F-18/Rev. 10-1-88**

CERTIFIED COPY

FILED - Arkansas Secretary of State #100121981 05/26/1999 00:

CERTIFIED COPY

State of Arkansas - Office of the Secretary of State

CERTIFICATE OF AMENDMENT

The undersigned, pursuant to the Arkansas Business Corporation Act (Act 958 of 1987), sets for the following.

1. The name of the corporation is MED-U-CARE, INC. (FILE NO. 121981) and is duly organized, created and existing under and by virtue of the laws of the State of Arkansas.

2. The amendment to the Articles of Incorporation was adopted on MAY 5, 1999.

3. The Articles of Incorporation are amended as follows:

CORPORATE NAME CHANGE TO PEDIATRIC SPECIALTY CARE, INC.

4. If an amendment provides for an exchange, reclassification or cancellation of issued shares and such provisions are not contained in the amendment itself, state the provisions for the implementation.

5A. ☒ The amendment was adopted by the incorporators or board of directors of the corporation and no action by the shareholders was required to adopt the amendment.

OR

5B. ☐ The amendment was approved by the shareholders. (Number) shares of (Designation) stock are outstanding. (Number) votes are entitled to be cast by each voting group entitled to vote separately on the amendment. The number of votes of each voting group indisputably represented at the meeting was (Number). shares voted in favor of the amendment and (Number) shares voted against the amendment. The number of shares voting in favor of the amendment was sufficient to adopt the amendment.

/s/ Illegible Signature
Name

TREASURER
Title (Chairman of the Board, President, other officer - if directors have not been selected as incorporators)

Filing Fee: $50.00
Fee with share exchange: $100.00

DN-07/Rev. 5-1-88

CERTIFIED COPY

CERTIFIED COPY

IN WITNESS WHEREOF, the said Corporation, has caused its corporate name to be subscribed by its President, who hereby verifies that the statements contained in the foregoing Certificate of Amendment are true and correct to the best of his/her knowledge and beliefs, and its corporate seal hereto affixed and duly attested by its Secretary, on this date, , 19 .

Corporate Seal

Corporate Name

President

Address

ATTEST:

Secretary

Instructions: File in DUPLICATE with the **Secretary of State**, State Capitol, Little Rock, AR 72201, with payment of fees. Duplicate copy will be returned to the corporation at the listed address, and must be filed in the office of the county clerk in which the corporation's registered office is located, (in other than Pulaski County) within 60 days after the date of filing with the Secretary of State.

Filing Fee: $50.00

CERTIFIED COPY

FILED - Arkansas Secretary of State #100121981 06/21/1999 00:

CERTIFIED COPY

[SEAL] **Arkansas Secretary of State**
Sharon Priest

State Capitol — Little Rock, Arkansas 72201-1094 — 501.682.3409

NOTICE OF CHANGE OF REGISTERED OFFICE
OR REGISTERED AGENT, OR BOTH

To: Sharon Priest
Secretary of State
Corporations Division
State Capitol
Little Rock, Arkansas 72201-1094

Pursuant to the Corporation Laws of the State of Arkansas, the undersigned corporation submits the following statement for the purpose of changing its registered office or its registered agent, or both in the state of Arkansas. If this statement reflects a change of registered office, this form must be accompanied by notice of such change to any and all applicable corporations.

☐ Foreign ☒ Domestic

1. Name of corporation: PEDIATRIC SPECIALTY CARE, INC.

2. Address of its present registered office: 109 HOWARD COURT
Street Address

FAIRFIELD BAY, AR 72088-3911
City, State, Zip

3. Address to which registered office is to be changed:

1201 GEE STREET JONESBORO, AR 72401
Street Address, City, State, Zip

4. Name of present registered agent: MACK HARBOUR

5. Name of successor registered agent: R D STEWART

I, R D STEWART, hereby consent to serve as registered agent for this corporation.

Successor Agent

A letter of consent from successor agent may be substituted in lieu of this signature.

6. The address of its registered office and the address of the business office of its registered agent, as changed, will be identical.

MUST BE FILED IN DUPLICATE

A copy bearing the file marks of the Secretary of State shall be returned.

If this corporation is governed by Act 576 of 1965 such change must be filed with the County Clerk of the County in which its registered office is located, unless the registered office is located in Pulaski County, in which event no filing with the County Clerk is required.

Dated JUNE 16 19 99.

/s/ Illegible Signature
Signature of Authorized Officer

SECRETARY–TREASURER
Title of Authorized Officer

/s/ Illegible Signature
Secretary or Assistant Secretary

Fee $25.00 **DO-3/DN-04/F-06/ 1-98**

CERTIFIED COPY

Arkansas Secretary of State - Document No.: 4538990002 - Date Filed: 10-06-2005 4:29 PM - Total Pages: 1

CERTIFIED COPY
APPLICATION FOR FICTITIOUS NAME

TO: SECRETARY OF STATE
Business Services Division
State Capitol Building
Little Rock, AR 72201

Pursuant to the provisions of the Arkansas Business Corporation Act (Act 958 of 1987), the undersigned corporation hereby applies for the use of a fictitious name and submits herewith the following statement:

1. The fictitious name under which the business is being, or will be conducted by this corporation is: **ASCENT**

2. The character of the business being or to be conducted by the corporation is:

   Ownership and operation of a pediatric health care facility or facilities

3. A. The corporate name of the applicant: **PEDIATRIC SPECIALTY CARE, INC.**

   B. The state of incorporation is Arkansas.

   C. The location of the registered office of the applicant corporation in Arkansas is:
   1201 Gee Street
   Jonesboro, AR 72401

PEDIATRIC SPECIALTY CARE, INC.

By: /s/ Michael T. Prince
Michael T. Prince, President

Address: 706 Gladiolus
Jonesboro, AR 72401

CERTIFIED COPY

Arkansas Secretary of State - Document No.: 4538990003 - Date Filed: 10-06-2005 04:29 PM - Total Pages: 1

CERTIFIED COPY

APPLICATION FOR FICTITIOUS NAME

TO: SECRETARY OF STATE
Business Services Division
State Capitol Building
Little Rock, AR 72201

Pursuant to the provisions of the Arkansas Business Corporation Act (Act 958 of 1987), the undersigned corporation hereby applies for the use of a fictitious name and submits herewith the following statement:

1. The fictitious name under which the business is being, or will be conducted by this corporation is: **ASCENT BEHAVIORAL HEALTH**

2. The character of the business being or to be conducted by the corporation is:

   Ownership and operation of a pediatric health care facility or facilities

3. A. The corporate name of the applicant: **PEDIATRIC SPECIALTY CARE, INC.**

   B. The state of incorporation is Arkansas.

   C. The location of the registered office of the applicant corporation in Arkansas is:
   1201 Gee Street
   Jonesboro, AR 72401

PEDIATRIC SPECIALTY CARE, INC.

By: /s/ Michael T. Prince
Michael T. Prince, President

Address: 706 Gladiolus
Jonesboro, AR 72401

CERTIFIED COPY

Arkansas Secretary of State

[SEAL]

Charlie Daniels

State Capitol — Little Rock, Arkansas 72201-1094
501-682-3409 — www.sosweb.state.ar.us

CERTIFIED COPY

NOTICE OF CHANGE OF REGISTERED OFFICE
OR REGISTERED AGENT, OR BOTH

MARK ENTITY TYPE

☒ Corporation-Profit	☐ General Partnership	☐ Limited Liability Limited Partnership
☐ Corporation-Non Profit	☐ Limited Partnership	
☐ Limited Liability Company	☐ Limited Liability Partnership	

Pursuant to the Laws of the State of Arkansas, the undersigned submits the following statement for the purpose of changing its registered office or its registered agent, or both in the State of Arkansas. If this statement reflects a change of registered office, this form must be accompanied by notice of such change to any and all applicable entities.

1. Name of corporation: PEDIATRIC SPECIALTY CARE, INC.

2. Is the entity: ☒ Domestic or ☐ Foreign

Name of Tax Contact: J. Mack Nunn
1705 Capital of Texas Hwy South, Ste 400
Austin, TX 78746

3. Street address of registered office changing from: 1201 Gee St.
Street Address

Jonesboro, AR 72401
City, State, Zip

4. Street address to which registered office changing: 425 W. Capitol Ave., Suite 1700
Street Address

Little Rock, AR 72201
City, State, Zip

(The address of the registered office and the business address of the registered agent must be identical.)

5. Name of registered agent changing from: R. D. Stewart To: The Corporation Company

I, THE CORPORATION COMPANY hereby consent to serve as registered agent for this entity.

/s/ John J Linnihan
John J Linnihan AsstSecy
Successor Agent

A letter of consent from successor agent may be substituted in lieu of this signature.

A copy bearing the file marks of the Secretary of State shall be returned.

If this entity is a corporation governed by Act 576 of 1965 such change must be filed with the County Clerk of the County in which its registered office is located, unless the registered office is located in Pulaski County, in which event no filing with the County Clerk is required.

I understand that knowingly signing a false document with the intent to file with the Arkansas Secretary of State is a Class C misdemeanor and is punishable by a fine up to $100.00 and/or imprisonment up to 30 days.

/s/ J. Mack Nunn, Secretary
Signature and Title of Authorized Officer

Dated: 7/29/06

Fee For Corporation or Limited Liability Company - $25.00
Fee For General Partnership, Limited Partnership, Limited Liability Partnership or Limited Liability Limited Partnership - $15.00

DO-3/DN-04/F-06/"ALL" Rev. 4/06

CERTIFIED COPY

Arkansas Secretary of State - Document No.: 6046000002 - Date Filed: 08-09-2006 03:56 PM - Total Pages: 1

CERTIFIED COPY

Arkansas Secretary of State

[SEAL]

Charlie Daniels

State Capitol — Little Rock, Arkansas 72201-1094
501-682-3409 — www.sos.arkansas.gov

INSTRUCTIONS: File with the Secretary of State's Office, Business Services Division, State Capitol, Little Rock, Arkansas 72201-1094. A copy will be returned to the entity and must be filed with the County Clerk in the county in which the entity's registered office is located (unless registered office is in Pulaski County).

APPLICATION FOR FICTITIOUS NAME

Select entity type:

- ☒ For-Profit Corporation ($25.00 fee)
- ☐ General Partnership
- ☐ LLC ($25.00 fee)
- ☐ LLLP ($15.00 fee)
- ☐ Nonprofit Corporation
- ☐ Limited Partnership ($15.00 fee)
- ☐ LLP ($15.00 fee)

Pursuant to the provisions of Arkansas law, the undersigned entity hereby applies for the use of a fictitious name and submits herewith the following statement:

1. The fictitious name under which the business is being, or will be, conducted by this entity is:

   ASCENT CHILDREN'S HEALTH SERVICES

2. The character of the business being, or to be, conducted under such fictitious name is:

   Medical, behavioral, nutritional, physical, occupational, and audiology services for children.

3. a) The entity name of the applicant and its date of qualification in Arkansas: _____

   Pediatric Specialty Care, Inc.

   b) The entity is ☒ domestic ☐ foreign (state of domestic registration) _____

   c) The location (city and street address) of the registered office of the applicant entity in Arkansas is:

   425 W. Capitol Ave., Suite 1700, Little Rock, Arkansas 72201

   Street | City | State | ZIP Code

I understand that knowingly signing a false document with the intent to file with the Arkansas Secretary of State is a Class C misdemeanor and is punishable by a fine up to $100.00 and/or imprisonment up to 30 days.

Authorizing Officer J. MACK NUNN
(Type or Print)

Authorized Signature: /s/ J. Mack Nunn Title: Secretary
(Chairman, Partner or other authorized person)

Address: 1701 Capitol of Texas Highway South, Ste 400, Austin, TX 78746

Fee: see top of page **DN-18/F-18/Rev. 4/06**

CERTIFIED COPY

FILED - Arkansas Secretary of State # 1001483/1 01/09/2008 11:

CERTIFIED COPY

Arkansas Secretary of State

[SEAL]

Charlie Daniels

State Capitol — Little Rock, Arkansas 72201-1094
501-682-3409 — www.sos.arkansas.gov

Business & Commercial Services, 250 Victory Building, 1401 W. Capitol, Little Rock

NOTICE OF CHANGE OF COMMERCIAL REGISTERED AGENT INFORMATION

(PLEASE TYPE OR PRINT CLEARLY IN INK)

1. a. Current Name of Commercial Registered Agent: The Corporation Company

   b. New name of Commercial Registered Agent: The Corporation Company

2. a. Current address on file: 425 West Capitol Avenue (Street Address)

   Suite 1700 (Street Address Line 2) | Little Rock, AR 72201 (City, State Zip)

   b. New address: 124 West Capitol Avenue (Street Address)

   Suite 1400 (Street Address Line 2) | Little Rock, AR 72201-3736 (City, State Zip)

3. a. Jurisdiction / type of organization: Business Corporation

   b. New jurisdiction / new type of organization:

4. Attach a listing of ALL entities effected by the above change(s).

A commercial registered agent shall promptly furnish each entity it represents with notice of the filing of a statement of change.

I understand that knowingly signing a false document with the intent to file with the Arkansas Secretary of State is a Class C misdemeanor and is punishable by a fine up to $100.00 and/or imprisonment up to 30 days.

Executed this 27th day of December, 2007.

/s/ Marie Hauer, Asst. Secy.
Signature and Title of Authorized Individual

MARIE HAUER
Printed Name of Authorized Individual

NO FEE

CRA-CF Rev. 08/07

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FILED - Arkansas Secretary of State # 100121982 06/19/2008 15:

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Arkansas Secretary of State

[SEAL]

Charlie Daniels

State Capitol — Little Rock, Arkansas 72201-1094
501-682-3409 — www.sos.arkansas.gov

Business & Commercial Services, 250 Victory Building, 1401 W. Capitol, Little Rock

NOTICE OF CHANGE OF COMMERCIAL REGISTERED AGENT INFORMATION

(PLEASE TYPE OR PRINT CLEARLY IN INK)

1. a. Current Name of Commercial Registered Agent: THE CORPORATION COMPANY

   b. New name of Commercial Registered Agent: THE CORPORATION COMPANY

2. a. Current address on file: 124 West Capitol Avenue (Street Address)

   Suite 1400 (Street Address Line 2) — Little Rock, AR 72201- 3736 (City, State Zip)

   b. New address: 124 West Capitol Avenue (Street Address)

   Suite 1900 (Street Address Line 2) — Little Rock, AR 72201 (City, State Zip)

3. a. Jurisdiction / type of organization: BUSINESS CORPORATION

   b. New jurisdiction / new type of organization:

4. Attach a listing of ALL entities effected by the above change(s).

A commercial registered agent shall promptly furnish each entity it represents with notice of the filing of a statement of change.

I understand that knowingly signing a false document with the intent to file with the Arkansas Secretary of State is a Class C misdemeanor and is punishable by a fine up to $100.00 and/or imprisonment up to 30 days.

Executed this 28th day of April, 2008.

/s/ Marie Hauer, Asst. Secy
Signature and Title of Authorized Individual

MARIE HAUER
Printed Name of Authorized Individual

NO FEE

CRA-CF Rev. 08/07

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BYLAWS OF

PEDIATRIC SPECIALTY CARE, INC.

(As Amended and Restated as of July 28, 2006)

ARTICLE I. OFFICES

The principal office of PEDIATRIC SPECIALTY CARE, INC. (referred to herein as the "corporation") in the State of Arkansas shall be located in Craighead County. The corporation may have such other offices, either within or without the State of Arkansas, as the Board of Directors may designate or as the business of the corporation may require from time to time.

ARTICLE II. SHAREHOLDERS

SECTION 1. Annual Meeting. The annual meeting of the shareholders shall be held on the second Tuesday in the month of January at the hour of 10:00 a.m., for the purpose of electing directors and for the transaction of such other business as may properly come before the meeting. If the day fixed for the annual meeting shall be a legal holiday in the State of Arkansas, such meeting shall be held on the next succeeding business day. If the election of directors shall not be held on the day designated herein for any annual meeting of the shareholders, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the shareholders as soon as reasonably practical.

SECTION 2. Special Meetings. Special meetings of the shareholders, for any purpose or purposes, may be called by the President, the Board of Directors, or by a committee of the Board of Directors that has been duly designated by the Board of Directors and whose power and authority, as expressly provided in these Bylaws or in a resolution of the Board of Directors, include the power to call such meetings, and a special meeting shall be called by the President at the request of the holders of at least ten percent (10%) of all the votes entitled to be cast on any issue proposed to be considered at such special meeting, if such holders have signed, dated, and delivered to the Secretary of the corporation one or more written demands for the meeting describing the purpose or purposes for which it is to be held.

SECTION 3. Place of Meeting. Unless otherwise prescribed by statute, the Board of Directors may designate any place, either within or without the State of Arkansas, as the place of meeting for any annual or special meeting of the shareholders. A waiver of notice signed by all shareholders entitled to vote at a meeting may designate any place, whether within or without the State of Arkansas, unless otherwise prescribed by statute, as the place for the holding of such meeting. If no designation is made, the place of meeting shall be the principal office of the corporation in the State of Arkansas.

SECTION 4. Notice of Meeting. Unless otherwise prescribed by applicable law, written notice stating the place, date and time of the meeting, and in case of a special meeting the purpose or purposes for which the meeting is called, shall be given either by mail or in person to each shareholder of record entitled to vote at such meeting, not less than sixty (60) days nor more

than seventy-five (75) days before the date of the meeting if a proposal to increase the authorized capital stock or bond indebtedness of the corporation is to be submitted, and not less than ten (10) days nor more than sixty (60) days before the date of the meeting, in all other cases. If mailed, such notice shall be deemed to have been given and delivered when deposited in the United States Mail, postage prepaid, and addressed to the shareholder at the shareholder's address as it appears on the stock transfer books of the corporation.

SECTION 5. Date for Determination of Shareholders of Record. In order that the corporation may determine the shareholders (i) entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof or to express consent to corporate action in writing without a meeting, (ii) entitled to receive payment of any dividend or other distribution or allotment of any rights, (iii) entitled to exercise any rights in respect of any change, conversion, or exchange of stock or (iv) for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than seventy (70) days before the date of any such meeting or other action. If no record date is fixed: (i) the record date for determining shareholders entitled to notice of or to vote at a meeting of shareholders shall be at the close of business on the day next preceding the day on which notice is given or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held; and (ii) the record date for determining shareholders for any other purpose shall be at the close of business on the date on which the Board of Directors adopts a resolution relating thereto. A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting; provided, however, the Board of Directors may fix a new record date for the adjourned meeting, which it must do if the meeting is adjourned to a date more than one hundred twenty (120) days after the date fixed for the original meeting.

SECTION 6. List of Shareholders Entitled to Vote. After fixing the record date for a meeting, the Secretary shall prepare an alphabetical listing of the names of all of the shareholders of the corporation who are entitled to notice of the shareholders' meeting, which list must be arranged by voting group and must show the address of and number of shares held by each such shareholder. The shareholders list must be made available for inspection by any shareholder beginning two (2) business days after notice of the meeting is given for which the list was prepared and continuing through the meeting at the corporation's principal office or at a place identified in the meeting notice in the city where the meeting will be held. A shareholder, and the agents and attorneys of shareholders, shall be entitled on written demand to inspect and, subject to the requirements of Ark. Code Ann. §4-27-1602C, to copy the list, at the shareholder's expense, during regular business hours during the period the list is available for inspection. The corporation shall make the shareholders list available at the meeting, and any shareholder, and any agent or attorney of any shareholder, shall be entitled to inspect the list at any time during the meeting or any adjournment thereof.

SECTION 7. Quorum: Vote Required For Action. Unless otherwise provided by applicable law, a majority of the votes entitled to be cast on a matter by the shareholders of the corporation represented in person or by proxy shall constitute a quorum for purposes of such matter at any meeting of shareholders. A majority of the votes cast at any meeting at which a quorum is present shall decide every question or matter submitted to the shareholders at such

meeting, unless otherwise provided by applicable law, the Articles of Incorporation, or these Bylaws.

SECTION 8. Proxies. Each shareholder entitled to vote at a meeting of shareholders may authorize another person or persons to act for such shareholder by proxy, but no such proxy shall be voted or acted upon after eleven (11) months from its effective date, unless the proxy expressly provides for a longer period. A duly executed proxy shall be revocable unless the appointment form conspicuously states that it is irrevocable and is coupled with an interest sufficient at law to support an irrevocable power. An irrevocable proxy is revoked when the interest with which it is coupled is extinguished. A shareholder may revoke any proxy which is not irrevocable by attending the meeting and voting in person or by filing with the Secretary of the corporation an instrument in writing revoking the proxy or another duly executed proxy bearing a later date. Proxies shall be dated and shall be filed with the records of the meeting.

SECTION 9. Adjournments. Any meeting of shareholders, annual or special, at which a quorum is present may adjourn from time to time to reconvene at the same or some other place, and notice need not be given of any such adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting the corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each shareholder of record entitled to vote at the meeting in the manner provided in these Bylaws.

SECTION 10. Organization. Meetings of shareholders shall be presided over by the Chairman of the Board of Directors or the President, or in their absence by a Vice President, or in the absence of the foregoing persons by a presiding officer designated by the Board of Directors, or in the absence of such designation by a presiding officer chosen at the meeting. The Secretary shall act as secretary of the meeting, but in the absence of the Secretary the presiding officer of the meeting may appoint any person to act as secretary of the meeting.

SECTION 11. Voting of Shares. Subject to the provisions of these Bylaws, and particularly the following section hereof, each outstanding share entitled to vote with respect to a particular matter shall be entitled to one vote upon such matter when submitted to a vote of shareholders.

SECTION 12. Action by Shareholders. Any action required or permitted to be taken at a meeting of shareholders may be taken without a meeting if one or more written consents, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof. All written consents executed by one or more shareholders shall be included in the minutes or filed with the corporate records. If it is required by law that notice of the proposed action be given to non-voting shareholders and the action is to be taken by written consent of the voting shareholders, the corporation shall give its non-voting shareholders written notice of the proposed action at least ten (10) days before the action is taken.

ARTICLE III. BOARD OF DIRECTORS

SECTION 1. General Powers. The business and affairs of the corporation shall be managed by its Board of Directors.

SECTION 2. Number, Tenure and Qualifications. The Board of Directors of the corporation shall consist of one (1) individual. The director shall hold office until the next annual meeting of shareholders and until his/her successor shall have been duly elected and qualified.

SECTION 3. Regular Meetings. A regular meeting of the Board of Directors shall be held without other notice than this bylaw immediately after, and at the same place as, the annual meeting of shareholders. The Board of Directors may provide, by resolution, the time and place for the holding of additional regular meetings without other notice than such resolution.

SECTION 4. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two directors, or if there shall be only one director, at that director's request. The person or persons authorized to call special meetings of the Board of Directors may fix the place for holding any special meeting of the Board of Directors called by them.

SECTION 5. Place of Meetings. Regular meetings of the Board of Directors which coincide with meetings of the shareholders shall be held at the same place as the shareholders' meeting. Other meetings of the Board of Directors shall be held at such place as is designated in the notice of the meeting, either within or without the State of Arkansas. A waiver of notice signed by all directors entitled to vote at a meeting may designate any place, either within or without the State of Arkansas, as the place for holding such meeting. If no designation is made, the Board of Directors' meeting shall be held at the principal office of the corporation in Arkansas.

SECTION 6. Notice. Notice of the date, time and place of any special meeting of the Board of Directors shall be given at least two (2) days prior to the meeting by written notice delivered personally or mailed to each director at his/her business address, or by telegram. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid, provided the same is so mailed at least five (5) days prior to the meeting. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is dispatched by the telegraph company. Any director may waive notice of any meeting. The attendance by a director at a meeting shall constitute a waiver of notice of such meeting, unless the director at the beginning of the meeting (or promptly upon his/her arrival) objects to holding the meeting or the transaction of business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

SECTION 7. Quorum; Vote Required for Action. A majority of the directors shall constitute a quorum at any meeting, except when otherwise provided by applicable law. If less than a quorum, but at least one-third (1/3), of the directors is present at any meeting, then a majority of the directors present may vote to adjourn such meeting, from time to time, and the meeting may be held, as adjourned, without further notice. Except in cases in which the Articles

of Incorporation or these Bylaws provide otherwise, the vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

SECTION 8. Organization. Meetings of the Board of Directors shall be presided over by the Chairman of the Board, if any, or in the absence of the Chairman, by a Vice Chairman of the Board, if any, or in the absence of the Vice Chairman by the President, or in the absence of all of the foregoing, by a chairman chosen at the meeting. The Secretary shall act as secretary of the meeting, but in the absence of the Secretary, the chairman of the meeting may appoint any person to act as secretary of the meeting.

SECTION 9. Vacancies. Any vacancy occurring on the Board of Directors may be filled by the affirmative vote of a majority of the remaining directors, though less than a quorum of the Board of Directors, unless otherwise provided by applicable law. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office. Any directorship to be filled by reason of an increase in the number of directors may be filled by election by the Board of Directors for a term of office continuing only until the next election of directors by the shareholders. No decrease in the number of directors constituting the Board of Directors shall shorten the term of any incumbent director.

SECTION 10. Compensation. By resolution of the Board of Directors, each director may be paid his or her expenses, if any, of attendance at each meeting of the Board of Directors and may be paid a stated salary as director or a fixed sum for attendance at each meeting of the Board of Directors or both. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

SECTION 11. Presumption of Assent. A director of the corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless the director's dissent or abstention shall be entered in the minutes of the meeting, or unless the director (i) objects at the beginning of the meeting (or promptly upon his or her arrival) to the holding of the meeting or to the transaction of business at the meeting, or (ii) delivers a written dissent or abstention to such action to the presiding officer of the meeting before the adjournment thereof or to the Secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent or abstain shall not apply to a director who voted in favor of such action.

SECTION 12. Informal Action by Directors. Unless the Articles of Incorporation or these Bylaws otherwise expressly provide, any action required or permitted to be taken at any meeting of the Board of Directors, or any committee thereof, may be taken without a meeting if all members of the Board or such committee, as the case may be, consent thereto in writing, and the consents are filed with the minutes of the proceedings of the Board or such committee. Action taken under this Section is effective when the last director signs the consent, unless the consent specifies a different effective date.

SECTION 13. Telephonic Meetings Permitted. Members of the Board of Directors, or any committee designated by the Board, may participate in a meeting of such Board or committee by means of conference telephone or similar communications equipment by means of

which all persons participating in the meeting can simultaneously hear each other, and participation in a meeting pursuant to this section shall constitute presence in person at such meeting.

ARTICLE IV. COMMITTEES OF THE BOARD OF DIRECTORS

SECTION 1. Committees. The Board of Directors shall have the authority to appoint such regular and special committees as it deems desirable, in addition to the regular committees required by this Article, and may appoint one or more rotating members of any committee at its discretion. The Board of Directors shall designate one member of each committee to serve as chairman. Each committee must have two or more members, each of whom shall serve at the pleasure of the Board of Directors, and only members of the Board of Directors may serve on a committee. The regular committees designated in this Article shall be appointed at the organizational meeting of the Board of Directors each year.

SECTION 2. Committee Rules. Unless the Board of Directors otherwise provides, each committee designated by the Board of Directors may make, alter and repeal rules for the conduct of its business. In the absence of such rules each committee shall conduct its business in the same manner as the Board of Directors conducts its business pursuant to Article III of these Bylaws.

ARTICLE V. OFFICERS

SECTION 1. Number. The officers of the corporation shall consist of a President, a Secretary and a Treasurer, as well as such other officers as may from time to time be designated by the Board of Directors. The President shall be the chief executive officer and chief administrator of the corporation, and in the President's absence, disability, or resignation or removal from office, the President shall be succeeded in office by the Vice-President, who shall administer the affairs of the corporation until a successor to the President is elected or until the President resumes his duties of office, whichever the case may be. The Secretary shall keep the records of the corporation and the shareholders, along with the minutes of the meetings of the stockholders and directors, and the Treasurer shall be responsible for the funds and general financial affairs of the corporation. Such officers as deemed necessary, but never less officers than President and Secretary, shall be elected by the Board of Directors and shall serve for a term of one year, or until their successors are duly elected and qualified. Any number of offices may be held by the same person.

SECTION 2. Election and Term of Office. The officers of the corporation shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of the shareholders. If the election of officers is not held at such meeting, such election shall be held as soon thereafter as is reasonably practical. Each officer shall hold office until his or her successor is duly elected and qualified, or until death, resignation or removal from office in the manner provided herein.

SECTION 3. Removal. Any officer or agent of the corporation may be removed by the Board of Directors, with or without cause, whenever in its judgment the best interest of the

corporation will be served thereby, but such removal shall be without prejudice to the contractual rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create any contractual rights whatsoever.

SECTION 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

SECTION 5. President. The President shall be the chief executive officer of the corporation and, subject to the control of the Board of Directors, shall generally supervise and control all of the business and affairs of the corporation. The President shall, when present, preside at all meetings of the shareholders and the Board of Directors. The President shall be authorized to sign, with or without the Secretary or any other proper officer of the corporation thereunto authorized by the Board of Directors, certificates for shares of the corporation, arid any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the corporation, or shall be required by applicable law to be otherwise signed or executed; and in general the President shall perform all duties normally performed by presidents of like companies, along with such other duties as may be prescribed from time to time by the Board of Directors.

SECTION 6. Vice-President. In the absence of the President or in event of the President's death, incapacity, resignation or other inability or refusal to act, the Vice President, if a Vice-President has been elected shall perform the duties of the President, and when so acting shall have all the powers of, and shall be subject to all the restrictions upon the President. The Vice President, if a Vice President has been elected, shall perform all duties normally performed by vice presidents of like companies, along with such other duties as from time to time may be assigned to the Vice President by the President or by the Board of Directors.

SECTION 7. Secretary. The Secretary shall: (a) keep the minutes of the proceedings of the shareholders and the Board of Directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws and as otherwise required by applicable law; (c) serve as custodian of the corporate records and of the seal the corporation, if any; (d) keep a register of the post office address of each shareholder which shall be furnished to the Secretary by such shareholder; (e) sign with the President certificates for shares of the corporation, the issuance of which shall have been authorized by resolution of the Board of Directors; (f) have general charge of the stock transfer books of the corporation; and (g) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary by the President or the Board of Directors.

SECTION 8. Treasurer. The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the corporation, as well as its general financial affairs; (b) receive and give receipts for moneys due and payable to the corporation from any source whatsoever, and deposit all such moneys in the name of the corporation in such banks, trust

companies or other depositories as shall be selected in accordance with the provisions of these Bylaws; and (c) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to the Treasurer by the President or the Board of Directors. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the board of Directors shall determine.

SECTION 9. Salaries. The salaries of the officers shall be fixed from time to time by the Board of Directors, and no officer shall be prevented from receiving such salary by reason of the fact that such officer is also a director of the corporation.

ARTICLE VI. CONTRACTS, LOANS, CHECKS AND DEPOSITS

SECTION 1. Contracts. The Board of Directors may authorize any officer or officers or agent or agents to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances. The President or Vice President shall have the authority to enter into contracts in the ordinary and customary course of the corporation's business in the name of and on behalf of the corporation, but shall have no such authority with respect to any contract outside the ordinary and customary course of the corporation's business in the absence of due authorization by proper resolution of the Board of Directors.

SECTION 2. Loans. No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

SECTION 3. Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers or agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

SECTION 4. Deposits. All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select.

ARTICLE VII. CERTIFICATES FOR SHARES AND THE TRANSFER THEREOF

SECTION 1. Certificates for Shares. Certificates representing shares of stock in the corporation shall be in such form as shall be determined by the Board of Directors. Such certificates shall be signed by the President and by the Secretary or by such other officers authorized by applicable law and by the Board of Directors and sealed with the corporate seal, if any. All certificates for shares shall be consecutively numbered or otherwise identified. The name of the person to whom the shares represented thereby are issued, with the number of shares and date of issue, shall be entered on the stock transfer books of the corporation. All certificates surrendered to the corporation for transfer shall be cancelled and no new certificate shall be

issued until the former certificate for a like number of shares shall have been surrendered and cancelled, except that in case of a lost, destroyed or mutilated certificate a new certificate may be issued therefor upon such terms and indemnity to the corporation as these Bylaws and the Board of Directors may prescribe.

SECTION 2. Transfer of Shares. Transfer of shares of stock in the corporation shall be made only on the stock transfer books of the corporation by the holder of record thereof or by his legal representative, who shall furnish proper evidence of authority to transfer, or by the holder's attorney thereunto authorized by power of attorney duly executed and filed with the Secretary of the corporation, and only upon the surrender for cancellation of the certificate for such shares. The person in whose name shares stand on the books of the corporation shall be deemed by the corporation to be the owner thereof for all purposes.

SECTION 3. Lost, Destroyed or Mutilated Stock Certificates; Issuance of New Certificates. The corporation may issue a new certificate of stock in the place of any certificate theretofore issued by it which is alleged to have been lost, destroyed or mutilated, and the corporation may require the owner thereof, or his or her legal representative, to give the corporation a bond sufficient to indemnify the corporation against any claim that may be made against the corporation on account of the alleged loss, destruction or mutilation of any such certificate or the issuance of such new certificate.

ARTICLE VIII. INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS

SECTION 1. Right to Indemnification. (a) Each person (including here and hereinafter, the heirs, executors, administrators, and estate of such person) (1) who is or was a director or officer of the corporation, (2) who is or was an employee or agent of the corporation other than an officer and to whom the corporation has specifically and expressly agreed in writing to provide indemnification, (3) who is or was serving at the request of the corporation as a director, officer, or partner of another corporation, partnership, joint venture, trust or other enterprise or (4) who is or was serving at the request of the corporation as an employee, agent or representative of another corporation, partnership, joint venture, trust or other enterprise and to whom the corporation has specifically and expressly agreed in writing to provide indemnification shall be indemnified by the corporation as of right to the fullest extent permitted or authorized by the Arkansas Business corporation Act of 1987 (sometimes referred to herein as the "1987 Act") or subsequent legislation (but in the case of any such subsequent legislation, only to the extent that it permits the corporation to provide broader indemnification rights than permitted prior to such legislation), against any liability or expense awarded or assessed against such person or incurred by such person or paid or to be paid by such person in settlement thereof, in such person's capacity as such director, officer, employee or agent or arising out of his status as such director, officer, employee, or agent, including expenses and amounts paid by such person in settlement of any proceeding asserted or brought against such person by or in the right of any person, including the corporation, in any such capacity or arising out of his status as such. Each director, officer, employee, or agent of the corporation to whom indemnification rights under this Article have been or may be granted is referred to herein as an "Indemnified Person."

(b) The Board of Directors may, upon approval of such director, officer,

employee, or agent of the corporation, authorize the corporation's counsel to represent such person in any proceeding, whether or not the corporation is a party to such proceeding.

(c) Notwithstanding the foregoing, except as specified in Section 3 of this Article, the corporation shall indemnify an Indemnified Person in connection with a proceeding (or part thereof) initiated by such Indemnified Person only if authorization for such proceeding (or part thereof) was not denied by the Board of Directors of the corporation prior to sixty (60) days after receipt by the corporation of written notice thereof from such person.

SECTION 2. Advancement of Expenses. Costs, charges and expenses incurred by an Indemnified Person described in clause's "1" and "3" of Section 1 of this Article in defending a proceeding shall be paid by the corporation to the fullest extent permitted or authorized by the 1987 Act or subsequent legislation (but in the case of any such subsequent legislation, only to the extent that it permits the corporation to provide broader rights to advance costs, charges and expenses than permitted prior to such legislation) in advance of the final disposition of such proceeding, within fourteen (14) days after the receipt by the corporation of a written statement from the person seeking such advance requesting such an advancement together with an undertaking, if required by law at the time of such advance, by or on behalf of the person seeking such advance, to repay all amounts so advanced in the event that it shall ultimately be determined that such person is not entitled to be indemnified by the corporation as authorized in this Article. In the case of Indemnified Persons described in clauses "2" and "4" of Section 1 of this Article, advancements of costs, charges and expenses may be made upon such terms and conditions as the Board of Directors deems appropriate.

SECTION 3. Procedure for Indemnification and Obtaining Advancement of Expenses. Any indemnification for liabilities and expenses or advancement of expenses under this Article shall be made promptly, and, in the case of indemnification, in any event within sixty (60) days of receipt by the corporation of the written request of the Indemnified Person, or, in the case of advancement of expenses, as set forth in Section 2 of this Article. If the corporation denies such request in whole or in part or if no disposition thereof is made within the applicable time limit or if the corporation otherwise fails to provide indemnification or advancement as provided for in this Article, and despite any contrary determination by or on behalf of the corporation in the specific case, the Indemnified Person may enforce his or her right to indemnification or advancement, or both, in an appropriate proceeding brought in a court of competent jurisdiction and shall be entitled to such indemnification or advancement, or both, as the court by order shall direct. Such person's reasonable expenses in obtaining court-ordered indemnification or advancement shall be reimbursed by the corporation. No such contrary determination by or on behalf of the corporation shall be a defense to such proceeding or create a presumption that the claimant has not met the applicable standard of conduct, if any, for indemnification or for an advancement pursuant to Section I or Section 2 of this Article. It shall be a defense to any such action that the claimant has not met the applicable standard of conduct, if any, pursuant to Section 1 or Section 2 of this Article.

SECTION 4. Other Rights; Continuation of Right to Indemnification and Advancements. The rights to indemnification and rights to advancements provided by this Article shall not be deemed exclusive of any other or further rights to which a person seeking indemnification or advancements may be entitled under any law (common or statutory),

agreement, vote of shareholders or disinterested directors or otherwise, either as to action taken or omitted to be taken in such person's official capacity or as to action taken or omitted to be taken in another capacity while holding office or while employed by or acting as agent for the corporation, and shall continue as to an Indemnified Person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person. All rights to indemnification and to advancements of expenses under this Article shall be deemed to be a contract between the corporation and all Indemnified Persons. Any repeal or modification of this Article or any repeal or modification of relevant provisions of the 1987 Act or any other applicable law shall not in any way diminish any right to indemnification or to advancement of expenses of an Indemnified Person or the obligations of the corporation arising hereunder for claims relating to matters occurring prior to such repeal or modification.

SECTION 5. Insurance and Other Arrangements. The corporation may maintain insurance, at its expense, to protect itself and/or any person who is or was or has agreed to become a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another company, partnership, joint venture, trust or other enterprise against any liability asserted against such person or incurred by such person or oh his or her behalf in any such capacity, or arising out of such person's status as such, whether or not the corporation has the obligation or would have the legal power to directly indemnify such person against such liability. The corporation may also obtain a letter of credit, act as self-insurer, create a reserve, trust, escrow, cash collateral or! other fund or account, enter into indemnification agreements, pledge or grant a security interest in any assets or properties of the corporation, or use any other mechanism or arrangement whatsoever in such amounts, at such costs, and upon such other terms and conditions as the Board of Directors shall deem appropriate for the protection of any or all such persons.

SECTION 6. Separability. If this Article or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the corporation shall nevertheless indemnify each Indemnified Person, as to liabilities and expenses, and amounts paid or to be paid in settlement with respect to any proceeding, including an action by or in the right of the corporation, to the fullest extent permitted by any applicable portion of this Article that shall not have been invalidated and to the fullest extent permitted by applicable law.

SECTION 7. Terms. For purposes of this Article and in each case without limiting the generality thereof, the term "other enterprises" includes employee benefit plans; the term "expenses" includes reasonable counsel fees; the term "liability" includes obligations to pay a judgment, settlement, penalty, fine (including an excise tax assessed on a person with respect to any employee benefit plan), and expenses actually and reasonably incurred with respect to a proceeding; and the term "proceeding" includes any threatened, pending, or completed action, suit, or other type of proceeding, whether civil, criminal, administrative, or investigative.

ARTICLE IX.
DIRECT REPORTING TO BOARD OF DIRECTORS

For so long as the corporation maintains one or more licenses for child care issued by the

State of Arkansas or any other governmental agency, the corporation shall maintain in place a policy that requires the employee, supervisor, administrator or director, whether directly employed by the corporation or serving as an independent contractor, designated or acting as the administrator or director of any child care facility operated by the corporation to directly report any incidents that give rise to a deficiency in meeting the applicable laws, rules or regulations regarding the operation of such facility to the members of the Board of Directors simultaneously with giving notice of the same to the officer or other supervisor or manager to whom they would otherwise be required to report such incident to.

ARTICLE X. MISCELLANEOUS PROVISIONS

SECTION 1. Fiscal Year. The fiscal year of the corporation shall be the same as the fiscal year utilized by the corporation for federal income tax reporting purposes.

SECTION 2. Dividends. The Board of Directors may from time to time declare, and the corporation may pay, dividends on its outstanding shares in the manner and upon the terms and conditions provided by applicable law and the Articles of Incorporation.

SECTION 3. Waiver of Notice. Any written waiver of notice, signed by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, unless the person at the beginning of the meeting objects to holding the meeting or transacting business at the meeting. In addition, attendance of a person at a meeting shall constitute a waiver of objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the person objects to considering the matter when it is presented. All waivers of notice shall be filed with the minutes of the meeting.

SECTION 4. Inspection of Bylaws. A copy of these Bylaws, with all amendments thereto, shall at all times be kept in a convenient place at the principal office of the corporation, and shall be open for inspection to all shareholders during normal business hours.

SECTION 5. Interested Directors; Quorum. No contract or transaction between the corporation and one or more of its directors or officers, or between the corporation and any] other corporation, partnership, association, or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because such person’s votes are counted for such purposes, if: (1) the material facts regarding such person’s relationship or interest in the contract or transaction are disclosed or known to the Board of Directors or the committee, and the Board or committee in good faith authorizes the contract or transaction by the affirmative vote of a majority of the disinterested directors, even though the number of disinterested directors constitute less than a quorum; provided, however, that the contract or transaction may not be authorized, approved, or ratified by a single director; or (2) the material facts as to such person’s relationship or interest in the contract or transaction are disclosed or are known to the shareholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by a vote of the

shareholders; or (3) the contract or transaction is fair to the corporation. If a majority of the disinterested directors vote to authorize, approve, or ratify the contract or transaction, a quorum shall be deemed present for purpose of taking action under this Section 6. If the contract or the transaction is approved by shareholders, the shares owned by or voted under the control of an interested director or an interested corporation, partnership, association, or other organization in which one or more of the corporation's directors or officers are directors or officers, or have a financial interest, shall not be counted in the vote of shareholders. The vote of such shares, however, shall be counted in determining whether the transaction or contract is approved under the Articles of Incorporation or the Arkansas Business Corporation Act of 1987. A majority of the shares that are entitled to be counted in a vote on the transaction or contract under this Section 6 constitutes a quorum for the purpose of taking action under this Section 6.

SECTION 6. Form of Records. Any records maintained by the corporation in the regular course of its business, including a stock ledger, books of account, and minute books, may be kept on, or be in the form of, punch cards, magnetic tape, photographs, microphotographs, or any other information storage device, provided that the records so kept can be converted into clearly legible form within a reasonable time. The corporation shall so convert any records so kept upon the request of any person entitled to inspect the same.

SECTION 7. Amendments of Bylaws. Subject to the laws of the State of Arkansas and the provisions of the Articles of Incorporation, these Bylaws may be altered, amended or repealed at any regular meeting of shareholders (or at any special meeting thereof duly called for that purpose) by a vote of the shareholders in accordance with Article II, provided that in the notice of such meeting, notice of such purpose shall be given. Subject to the laws of the State of Arkansas, the Articles of Incorporation and these Bylaws, the Board of Directors may by a majority vote of the entire Board of Directors amend these Bylaws, or waive any provisions hereof, or enact such other Bylaws as in their judgment may be advisable for the regulation of the conduct of the affairs of the corporation.

The foregoing bylaws were adopted by the Board of Directors of the corporation effective July 28, 2006.

/s/ J. Mack Nunn
SECRETARY

Exhibit 3.65

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:00 PM 04/06/2011
FILED 12:00 PM 04/06/2011
SRV 110385031 – 4965292 FILE

STATE *of* DELAWARE
CERTIFICATE *of* INCORPORATION
***A* STOCK CORPORATION**

- **First:** The name of this Corporation is PHC MeadowWood, Inc.

- **Second:** Its registered office in the State of Delaware is to be located at 1209 Orange Street, in the City of Wilmington County of New Castle Zip Code 19801. The registered agent in charge thereof is The Corporation Trust Company.

Third: The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

- **Fourth:** The amount of the total stock of this corporation is authorized to issue is 200,000 shares (number of authorized shares) with a par value of $ ..01 per share.

- **Fifth:** The name and mailing address of the incorporator are as follows:

  Name Paula A. Wurts
  Mailing Address PHC, Inc., 200 Lake Street, Suite 102
  Peabody, MA Zip Code 01960

- **I, The Undersigned,** for the purpose of forming a corporation under the laws of the State of Delaware, do make, file and record this Certificate, and do certify that the facts herein stated are true, and I have accordingly hereunto set my hand this 30th day of March, A.D. 2011.

BY: /s/ Paula A. Wurts
(Incorporator)

NAME: Paula A. Wurts
(type or print)

Exhibit 3.66

AMENDED AND RESTATED BY-LAWS

OF

PHC MEADOWWOOD, INC.

(as of November 30, 2011)

ARTICLE I

Stockholders

Section 1. Annual Meeting. The annual meeting of the stockholders shall be held within six months of the end of the corporation's fiscal year as fixed by the board of directors for the purpose of electing directors and for such other purposes as may be determined as hereinafter provided. The hour and place of such meeting and the purposes for which such meeting is to be held in addition to that specified above shall be determined in each year by the board of directors or, in the absence of action by the board, by the president. If no annual meeting has been held in the period fixed above, a special meeting may be held in lieu thereof with all the force and effect of an annual meeting.

Section 2. Special Meetings. Special meetings of the stockholders may be called at any time by the president or by the board of directors and shall be called by the clerk, or in case of the death, absence, incapacity or refusal of the clerk, by any other officer, upon written application of one or more stockholders who hold at least one-tenth part in interest of the capital stock entitled to vote thereat. Such application shall specify the purposes for which the meeting is to be called and may designate the date, hour and place of such meeting, provided, however, that no such application shall designate a date not a full business day or an hour not within normal business hours as the date or hour of such meeting without the approval of the president or the board of directors.

Section 3. Place of Meetings. Meetings of the stockholders may be held anywhere within, but not without, the United States.

Section 4. Notice. Except as hereinafter provided, a written or printed notice of every meeting of stockholders stating the place, date, hour and purposes thereof shall be given by the clerk or an assistant clerk (or by any other officer in the case of an annual meeting or by the person or persons calling the meeting in the case of a special meeting) at least ten (10) days before the meeting to each stockholder entitled to vote thereat and to each stockholder who, by law, by the articles of organization or by these by-laws, is entitled to such notice, by leaving such notice with him or at his residence or usual place of business or by mailing it, postage prepaid, addressed to him at his address as it appears upon the records of the corporation. No notice of the place, date, hour or purposes of any annual or special meeting of stockholders need be given to a stockholder if a written waiver of such

notice, executed before or after the meeting by such stockholder or his attorney thereunto authorized, is filed with the records of the meeting.

Section 5. Action at a Meeting. Except as otherwise provided in the articles of organization, the presence of a quorum shall be separately determined with respect to each matter to be acted on at any meeting of stockholders, and shall consist of the holders of shares having the right to cast a majority of the votes which may be cast with respect to such matter. Though less than a quorum be present, any meeting may without further notice be adjourned to a subsequent date or until a quorum be had, and at any such adjourned meeting any business may be transacted which might have been transacted at the original meeting.

When a quorum is present at any meeting, the affirmative vote of a majority of the shares of stock present or represented and voting shall be necessary and sufficient to the determination of any questions brought before the meeting, unless a larger vote is required by law, by the articles of organization or by these by-laws, provided, however, that any election by stockholders shall be determined by a plurality of the votes cast by the stockholders entitled to vote in such election.

Except as otherwise provided by law or by the articles or organization or by these by-laws, each holder of record of shares of stock entitled to vote on any matter shall have one vote for each such share held of record by him and a proportionate vote for any fractional shares so held by him. Stockholders may vote either in person or by proxy. No proxy dated more than six months before the meeting named therein shall be valid and no proxy shall be valid after the final adjournment of such meeting. A proxy with respect to stock held in the name of two or more persons shall be valid if executed by anyone of them unless at or prior to the exercise of the proxy the corporation receives a specific written notice to the contrary from anyone of them. A proxy purporting to be executed by or on behalf of a stockholder shall be deemed valid unless challenged at or prior to its exercise and the burden of proving its invalidity shall rest on the challenger.

Any election by stockholders and the determination of any other questions to come before a meeting of the stockholders shall be by ballot if so requested by any stockholder entitled to vote thereon but need not be otherwise.

Section 6. Stockholder Proposals. Written notification of any stockholder proposal to be acted upon at an annual meeting of stockholders of the corporation must be provided to the corporation at least 120 calendar days in advance of the date of the corporation’s proxy statement released to stockholders in connection with the previous year’s annual meeting of stockholders. Written notification of any stockholder proposal to be acted upon at any meeting of the stockholders of the corporation other than an annual meeting must be provided to the corporation at least 180 calendar days before the meeting at which such proposal is to be acted upon.

Section 7. Action by Written Consent. Any action required to be taken at any annual or special meeting of stockholders of the corporation, or any action which may be taken at

any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken and bearing the dates of signature of the stockholders who signed the consent or consents, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the corporation by delivery to the corporation's principal place of business, or an officer or agent of the corporation having custody of the book or books in which proceedings of meetings of the stockholders are recorded.

ARTICLE II

Directors

Section 1. Number and Election. Except as otherwise provided by law or by the articles of organization, the number of directors for the ensuing year shall be determined by the board of directors. The number of directors so determined shall be elected at the annual meeting of the stockholders by such stockholders as have the right to vote thereon. The stockholders may, at any special meeting held for the purpose, increase or decrease the number of directors as thus determined and elect new directors to complete the number so determined or remove directors to reduce the number of directors to the number so determined. Except as otherwise provided by law or by the articles of organization, the board of directors may, by vote of a majority of the directors then in office, increase the number of directors determined by the stockholders and elect new directors to complete the number so determined. No director need be a stockholder.

Section 2. Term. Except as otherwise provided by law, by the articles of organization or by these by-laws, the directors shall hold office until the next annual meeting of stockholders and until their successors are chosen and qualified.

Section 3. Resignations. Any director may resign by delivering his written resignation to the corporation at its principal office or to the president or clerk or if there be one, to the secretary. Such resignation shall become effective at the time or upon the happening of the condition, if any, specified therein or, if no such time or condition is specified, upon its receipt.

Section 4. Removal. At any meeting of the stockholders called: for the purpose any director may be removed from office with or without cause by the vote of a majority of the class of shares issued, outstanding and entitled to vote in the election of said director. At any meeting of the board of directors any director may be removed from office for cause by vote of a majority of the directors then in office. A director may be removed for cause only after a reasonable notice and opportunity to be heard before the body proposing to remove him.

Section 5. Vacancies. Vacancies in the board of directors may be filled by vote of a majority of the remaining directors elected by that class of stockholders which elected the

director whose office has been vacated or, if not yet so filled, by majority vote of the class of stockholders which elected the director whose office has been vacated.

Section 6. Regular Meetings. Regular meetings of the board of directors may be held at such times and places within or without the State of Delaware as the board of directors may fix from time to time and, when so fixed, no notice thereof need be given. The first meeting of the board of directors following the annual meeting of the stockholders shall be held without notice immediately after and at the same place as the annual meeting of the stockholders or the special meeting held in lieu thereof. If in any year a meeting of the board of directors is not held at such time and place, any elections to be held or business to be transacted at such meeting may be held or transacted at any later meeting of the board of directors with the same force and effect as if held or transacted at such meeting.

Section 7. Special Meetings. Special meetings of the board of directors may be called at any time by the president or secretary (or, if there be no secretary, the clerk) or by any director. Such special meetings may be held anywhere within or without the State of Delaware. A written, printed or telegraphic notice stating the place, date and hour (but not necessarily the purposes) of the meeting shall be given by the secretary or an assistant secretary (or, if there be no secretary or assistant secretary, the clerk or an assistant clerk) or by the officer or director calling the meeting at least forty-eight (48) hours before such meeting to each director by leaving such notice with him or at his residence or usual place of business or by mailing it, postage prepaid, or sending it by prepaid telegram, addressed to him at his last known address. No notice of the place, date or hour of any meeting of the board of directors need be given to any director if a written waiver of such notice, executed by him before or after the meeting, is filed with the records of the meeting, or to any director who attends the meeting without protesting prior thereto or at its commencement the lack of notice to him.

Section 8. Action at a Meeting. At any meeting of the board of directors, a majority of the directors then in office shall constitute a quorum. Though less than a quorum be present, any meeting may without further notice be adjourned to a subsequent date or until a quorum be had. When a quorum is present at any meeting a majority of the directors present may take any action on behalf of the board except to the extent that a larger number is required by law, by the articles or organization or by these by-laws.

Section 9. Action Without a Meeting. Any action required or permitted to be taken at any meeting of the directors may be taken without a meeting if all the directors consent to the action in writing and the written consents are filed with the records of the meetings of the directors. Such consents shall be treated for all purposes as a vote at a meeting.

Section 10. Powers. The board of directors shall have and may exercise all the powers of the corporation, except such as by law, by the articles of organization or by these by-laws are conferred upon or reserved to the stockholders. In the event of any vacancy in the board of directors, the remaining directors then in office, except as otherwise provided by law, shall have and may exercise all of the powers of the board of directors until the vacancy is filled.

Section 11. Committees. The board of directors may elect from the board an executive committee or one or more other committees and may delegate to any such committee or committees any or all of the powers of the board except those which by law, by the articles of organization or by these by-laws may not be so delegated. Such committees shall serve at the pleasure of the board of directors. Except as the board of directors may otherwise determine, each such committee may make rules for the conduct of its business, but, unless otherwise determined by the board or in such rules, its business shall be conducted as nearly as may be as is provided in these by-laws for the conduct of the business of the board of directors.

Section 12. Meeting by Telecommunications. Members of the board of directors or any committee elected thereby may participate in a meeting of such board of committee by means of a conference telephone or similar communications equipment by means of which all persons participating in a meeting can hear each other at the same time and participation by such means shall constitute presence in person at the meeting.

ARTICLE III

Officers

Section 1. Enumeration. The officers of the corporation shall consist of a president, a treasurer and a clerk and such other officers, including without limitation a chairman of the board of directors, a secretary and one or more vice presidents, assistant treasurers, assistant clerks and assistant secretaries, as the board of directors may from time to time determine.

Section 2. Qualifications. No officer need be a stockholder or a director. The same person may hold at the same time one or more offices unless otherwise provided by law. The clerk shall be a resident of Delaware unless the corporation shall have a resident agent. Any officer may be required by the board of directors to give a bond for the faithful performance of his duties in such form and with such sureties as the board may determine.

Section 3. Elections. The president, treasurer and clerk shall be elected annually by the board of directors at its first meeting following the annual meeting of the stockholders. All other officers shall be chosen or appointed by the board of directors.

Section 4. Term. Except as otherwise provided by law, by the articles of organization or by these by-laws, the president, treasurer and clerk shall hold office until the first meeting of the board of directors following the next annual meeting of the stockholders and until their respective successors are chosen and qualified. All other officers shall hold office until the first meeting of the board of directors following the next annual meeting of the stockholders, unless a shorter time is specified in the vote choosing or appointing such officer or officers.

Section 5. Resignations. Any officer may resign by delivering his written resignation to the corporation at its principal office or to the president or clerk, or, if there be one, to the secretary. Such resignation shall be effective at the time or upon the happening of the condition, if any, specified therein or, if no such time or condition is specified, upon its receipt.

Section 6. Removal. Any officer may be removed from office with or without cause by vote of a majority of the directors then in office. An officer may be removed for cause only after a reasonable notice and opportunity to be heard before the board of directors.

Section 7. Vacancies. Vacancies in any office may be filled by the board of directors.

Section 8. Certain Duties and Powers. The officers designated below, subject at all times to these by-laws and to the direction and control of the board of directors, shall have and may exercise the respective duties and powers set forth below:

The Chairman of the Board of Directors. The chairman of the board of directors, if there be one, shall, when present, preside at all meetings of the board of directors.

The President. The president shall be the chief executive officer of the corporation and shall have general operating charge of its business. Unless otherwise prescribed by the board of directors, he shall, when present, preside at all meetings of the stockholders, and, if a director, at all meetings of the board of directors unless there be a chairman of the board of directors who is present at the meeting.

The Treasurer. The treasurer shall be the chief financial officer of the corporation and shall cause to be kept accurate books of account.

The Clerk. The clerk shall keep a record of all proceedings of the stockholders and, if there be no secretary, shall also keep a record of all proceedings of the board of directors. In the absence of the clerk from any meeting of the stockholders or, if there be no secretary, from any meeting of the board of directors, an assistant clerk, if there be one, otherwise a clerk pro tempore designated by the person presiding at the meeting, shall perform the duties of the clerk at such meeting.

The Secretary. The secretary, if there be one, shall keep a record of all proceedings of the board of directors. In the absence of the secretary, if there be one, from any meeting of the board of directors, an assistant secretary, if there be one, otherwise a secretary pro tempore designated by the person presiding at the meeting, shall perform the duties of the secretary at such meeting.

Section 9. Other Duties and Powers. Each officer, subject at all times to these by-laws and to the direction and control of the board of directors, shall have and may exercise, in

addition to the duties and powers specifically set forth in these by-laws, such duties and powers as are prescribed by law, such duties and powers as are commonly incident to his office and such duties and powers as the board of directors may from time to time prescribe.

ARTICLE IV

Capital Stock

Section 1. Amount and Issuance. The total number of shares and the par value, if any, of each class of stock which the corporation is authorized to issue shall be stated in the articles of organization. The directors may at any time issue all or from time to time any part of the unissued capital stock of the corporation from time to time authorized under the articles of organization, and may determine, subject to any requirements of law, the consideration for which stock is to be issued and the manner of allocating such consideration between capital and surplus.

Section 2. Certificates. Each stockholder shall be entitled to a certificate or certificates stating the number and the class and the designation of the series, if any, of the shares held by him, and otherwise in form approved by the board of directors. Such certificate or certificates shall be signed by the president or a vice president and by the treasurer or an assistant treasurer. Such signatures may be facsimiles if the certificate is signed by a transfer agent, or by a registrar, other than a director, officer or employee of the corporation. In case any officer who has signed or whose facsimile signature has been placed on such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the corporation with the same effect as if he were such officer at the time of its issue.

Every certificate issued for shares of stock at a time when such shares are subject to any restriction on transfer pursuant to the articles of organization, these by-laws or any agreement to which the corporation is a party shall have the restriction noted conspicuously on the certificate and shall also set forth on the face or back of the certificate either (i) the full text of the restriction or (ii) a statement of the existence of such restriction and a statement that the corporation will furnish a copy thereof to the holder of such certificate upon written request and without charge.

Every certificate issued for shares of stock at a time when the corporation is authorized to issue more than one class or series of stock shall set forth on the face or back of the certificate either (i) the full text of the preferences, voting powers, qualifications and special and relative rights of the shares of each class and series, if any, authorized to be issued, as set forth in the articles of organization or (ii) a statement of the existence of such preferences, powers, qualifications and rights and a statement that the corporation will furnish a copy thereof to the holder of such certificate upon written request and without charge.

Section 3. Transfers. The board of directors may make such rules and regulations not inconsistent with the law, with the articles of organization or with these by-laws as it deems expedient relative to the issue, transfer and registration of stock certificates. The board of directors may appoint a transfer agent and a registrar of transfers or either and require all stock certificates to bear their signatures. Except as otherwise provided by law, by the articles of organization or by these by-laws, the corporation shall be entitled to treat the record holder of any shares of stock as shown on the books of the corporation as the holder of such shares for all purposes, including the right to receive notice of and to vote at any meeting of stockholders and the right to receive any dividend or other distribution in respect of such shares.

Section 4. Record Date. The board of directors may fix in advance a time, which shall be not more than sixty (60) days before the date of any meeting of stockholders or the date for the payment of any dividend or the making of any distribution to stockholders or the last day on which the consent or dissent of stockholders may be effectively expressed for any purpose, as the record date for determining the stockholders having the right to notice of and to vote at such meeting and any adjournment thereof or the right to receive such dividend or distribution or the right to give such consent or dissent, and in such case only stockholders of record on such record date shall have such right, notwithstanding any transfer of stock on the books of the corporation after the record date.

Section 5. Lost Certificates. The board of directors may, except as otherwise provided by law, determine the conditions upon which a new certificate of stock may be issued in place of any certificate alleged to have been lost, mutilated or destroyed.

ARTICLE V

Miscellaneous provisions

Section 1. Fiscal Year. The fiscal year of the corporation shall begin on the first day of January in each year and end on the last day of December next following.

Section 2. Corporate Seal. The seal of the corporation shall be in such form as shall be determined from time to time by the board of directors.

Section 3. Corporation Records. The original, or attested copies, of the articles of organization, by-laws and records of all meetings of the incorporators and stockholders, and the stock and transfer records, which shall contain the names of all stockholders and the record address and the amount of stock held by each, shall be kept in the State of Delaware at the principal office of the corporation in said State or at an office of the transfer agent or of its clerk or of its resident agent, if any. Said copies and records need not all be kept in the same office. They shall be available at all reasonable times to inspection by any stockholder for any proper purpose but not if the purpose for which such inspection is sought is to secure a list of stockholders or other information for the purpose of selling said list or information or copies thereof or of using the same for a

purpose other than the interest of the applicant, as a stockholder, relative to the affairs of the corporation.

Section 4. Voting of Securities. Except as the board of directors may otherwise prescribe, the president or the treasurer shall have full power and authority in the name and on behalf of the corporation, subject to the instructions of the board of directors, to waive notice of, to attend, act and vote at, and to appoint any person or persons to act as proxy or attorney in fact for this corporation (with or without power of substitution) at any meeting of stockholders or shareholders of any other corporation or organization, the securities of which may be held by this corporation.

ARTICLE VI

Amendments

These by-laws may be amended or repealed at any annual or special meeting of the stockholders by the affirmative vote of a majority of the shares of capital stock then issued, outstanding and entitled to vote provided notice of the proposed amendment or repeal is given in the notice of the meeting. No change in the date fixed in these by-laws for the annual meeting of the stockholders shall be made within sixty (60) days before such date, and notice of any change in such date shall be given to all stockholders at least twenty (20) days before the new date fixed for such meeting.

If authorized by the articles of incorporation, these by-laws may also be amended or repealed in whole or in part, or new by-laws made, by the board of directors except with respect to any provision hereof which by-law, the articles of organization or these by-laws requires action by the stockholders. Not later than the time of giving notice of the meeting of stockholders next following the making, amendment or repeal by the directors of any by-laws, notice thereof stating the substance of such change shall be given to all stockholders entitled to vote on amending the by-laws. Any by-law to be made, amended or repealed by the directors may be amended or repealed by the stockholders.

[Initials]
Examiner

[Initials]
Name
Approved

The Commonwealth of Massachusetts
Office of the Secretary of State
Michael J. Connolly, Secretary
One Ashburton Place, Boston, Massachusetts O2108-1512

D

ARTICLES OF ORGANIZATION
(Under G.L. Ch. 156B)

ARTICLE 1

The name of the corporation is:

PHC of Michigan, Inc.

ARTICLE II

The purpose of the corporation is to engage in the following business activities:

To own, operate, manage and maintain psychiatric hospitals and/or other health care facilities; and

To carry on any business or other activity which may be lawfully carried on by a corporation organized under the Business Corporation Law of the Commonwealth of Massachusetts, whether or not related to those referred to hereinabove.

However, this corporation shall not engage in any activity which constitutes the practice of Medicine as regulated by the Board of Registration in Medicine.

94-133058

C ☒
P ☒
M ☐
R.A. ☒

9
P.C.

Note: If the space provided under any article or item on this form is insufficient, additions shall be set forth on separate 8 1/2 x 11 sheets of paper with a left margin of at least 1 inch. Additions to more than one article may be made on a single sheet so long as each article requiring each addition is clearly indicated.

ARTICLE III

The types and classes of stock and the total number of shares and par value, if any, of each type and class of stock which the corporation is authorized to issue is as follows:

WITHOUT PAR VALUE STOCKS		WITH PAR VALUE STOCKS		
TYPE	**NUMBER OF SHARES**	**TYPE**	**NUMBER OF SHARES**	**PAR VALUE**
COMMON:		COMMON:	200,000	$ .01
PREFERRED:		PREFERRED:		

ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the corporation must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

None.

ARTICLE V

The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are:

None.

ARTICLE VI

Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or stockholders, or of any class of stockholders: (If there are no provisions state “None”.)

See Continuation Sheets 6A-6D attached hereto and incorporated herein by reference.

Note: The preceding six (6) articles are considered to be permanent and may ONLY be changed by filing appropriate Articles of Amendment.

May 12, 1993

Office of the Secretary of State
Corporations Division
One Ashburton Place
Boston, Massachusetts 02108

Dear Madam or Sir:

The undersigned, as President of each of PHC, Inc., PHC of California, Inc., PHC of Utah, Inc., PHC of Virginia, Inc. and PHC of Rhode Island, Inc., hereby consent to the use of the name PHC of Michigan, Inc. as the name of the corporation being formed on this day.

Very truly yours,

PHC, Inc.

By: /s/ Bruce A. Shear
Bruce A. Shear, President

PHC of California, Inc.

By: /s/ Bruce A. Shear
Bruce A. Shear, President

PHC of Utah, Inc.

By: /s/ Bruce A. Shear
Bruce A. Shear, President

PHC of Virginia, Inc.

By: /s/ Bruce A. Shear
Bruce A. Shear, President

PHC of Rhode Island, Inc.

By: /s/ Bruce A. Shear
Bruce A. Shear, President

CONTINUATION SHEET 6A
to the Articles of Organization of
PHC of Michigan, Inc.

By-Laws

The board of directors is authorized to make, amend or repeal the by-laws of the corporation in whole or in part, except with respect to any provision thereof which by law, by these articles of organization, or by the by-laws requires action by the stockholders.

Place of Meetings of The Stockholders

Meetings of the stockholders may be held anywhere in the United States.

Partnership

The corporation may be a partner in any business enterprise which the corporation would have power to conduct by itself.

Indemnification of Directors, Officers and Others

The corporation shall indemnify each person who is or was a director, officer, employee or other agent of the corporation, and each person who is or was serving at the request of the corporation, as a director, trustee, officer, employee or other agent of another organization in which it directly or indirectly owns shares or of which it is directly or indirectly a creditor, against all liabilities, costs and expenses, including but not limited to amounts paid in satisfaction of judgments, in settlement or as fines and penalties, and counsel fees and disbursements, reasonably incurred by him in connection with the defense or disposition of or otherwise in connection with or resulting from any action, suit or other proceeding, whether civil, criminal, administrative or investigative, before any court or administrative or legislative or investigative body, in which he may be or may have been involved as a party or otherwise or with which he may be or may have been threatened, while in office or thereafter, by reason of his being or having been such a director, officer, employee, agent or trustee, or by reason of any action taken or not taken in any such capacity, except with respect to any matter as to which he shall have been finally adjudicated by a court of competent jurisdiction not to

have acted in good faith in the reasonable belief that his action was in the best interests of the corporation. Expenses, including but not limited to counsel fees and disbursements, so incurred by any such person in defending any such action, suit or proceeding may be paid from time to time by the corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the person indemnified to repay the amounts so paid if it shall ultimately be determined that indemnification of such expenses is not authorized hereunder.

As to any matter disposed of by settlement by any such person, pursuant to a consent decree or otherwise, no such indemnification either for the amount of such settlement or for any other expenses shall be provided unless such settlement shall be approved as in the best interests of the corporation, after notice that it involves such indemnification, (a) by a vote of a majority of the disinterested directors then in office (even though the disinterested directors be less than a quorum), or (b) by any disinterested person or persons to whom the question may be referred by vote of a majority of such disinterested directors, or (c) by vote of the holders of a majority of the outstanding stock at the time entitled to vote for directors, voting as a single class, exclusive of any stock owned by any interested persons, or (d) by any disinterested person or persons to whom the question may be referred by vote of the holders of a majority of such stock. No such approval shall prevent the recovery from any such officer, director, employee, agent or trustee of any amounts paid to him or on his behalf as indemnification in accordance with the preceding sentence if such person is subsequently adjudicated by a court of competent jurisdiction not to have acted in good faith in the reasonable belief that his action was in the best interests of the corporation.

The right of indemnification hereby provided shall not be exclusive of or affect any other rights to which any director, officer, employee, agent, or trustee may be entitled or which may lawfully be granted to him. As used herein, the terms “director,” “officer,” “employee,” “agent” and “trustee” include their respective executors, administrators and other legal representatives, and “interested” person is one against whom the action, suit or other proceeding in question or another action, suit or other proceeding on the same or similar grounds is then or had been pending or threatened, and a “disinterested” person is a person against whom no such action, suit or other proceeding is then or had been pending or threatened.

CONTINUATION SHEET 6C
to the Articles of Organization of
PHC of Michigan, Inc.

By action of the board of directors, notwithstanding any interest of the directors in such action, the corporation may purchase and maintain insurance, in such amounts as the board of directors may from time to time deem appropriate, on behalf of any person who is or was a director, officer, employee or other agent of the corporation, or is or was serving at the request of the corporation as a director, trustee, officer, employee or other agent of another organization in which it directly or indirectly owns shares or of which it is directly or indirectly a creditor, against any liability incurred by him in any such capacity, or arising out of his status as such, whether or not the corporation would have the power to indemnify him against such liability.

Intercompany Transactions

No contract or transaction between the corporation and one or more of its directors or officers, or between the corporation and any other organization of which one or more of its directors or officers are directors, trustees or officers, or in which any of them has any financial or other interest, shall be void or voidable, or in any way affected, solely for this reason, or solely because the director or officer is present at or participates in the meeting of the board of directors or committee thereof which authorizes, approves or ratifies the contract or transaction, or solely because his or their votes are counted for such purposes, if:

(a) The material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the board of directors or the committee which authorizes, approves or ratifies the contract or transaction, and the board or committee in good faith authorizes, approves or ratifies the contract of transaction by the affirmative vote of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or

(b) The material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically authorized, approved or ratified in good faith by vote of the stockholders; or

CONTINUATION SHEET 6D
to the Articles of Organization of
PHC of Michigan, Inc.

(c) The contract or transaction is fair as to the corporation as of the time it is authorized, approved or ratified by the board of directors, a committee thereof, or the stockholders.

Common or interested directors may be counted in determining the presence of a quorum at a meeting of the board of directors or of a committee thereof which authorizes, approves or ratifies the contract or transaction. No director or officer of the corporation shall be liable or accountable to the corporation or to any of its stockholders or creditors or to any other person, either for any loss to the corporation or to any other person or for any gains or profits realized by such director or officer, by reason of any contract or transaction as to which clauses (a), (b) or (c) above are applicable.

Limitations on Director Liability

No director of the corporation shall be liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 61 or 62 of Chapter 156B of the General Laws of the Commonwealth of Massachusetts, or (iv) for any transaction in which the director derived an improper personal benefit. No amendment to or repeal of any provision of this paragraph, directly or by adoption of an inconsistent provision of these Articles of Organization, shall apply to or have any effect on any liability or alleged liability of any director of the corporation for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

91681

ARTICLE VII

The effective date of organization of the corporation shall be the date approved and filed by the Secretary of the Commonwealth. If a later **EFFECTIVE DATE** is desired, specify such date which shall not be more than *thirty days* after the date of filing.

The information contained in ARTICLE VIII is NOT a PERMANENT part of the Articles of Organization and may be changed ONLY by filing the appropriate form provided therefor.

ARTICLE VIII

a. The street address of the corporation IN MASSACHUSETTS is: (post office boxes are not acceptable)

36 Commerce Way
Woburn, MA 01801

b. The name, residence and post office address (if different) of the directors and officers of the corporation are:

	NAME	RESIDENCE	POST OFFICE ADDRESS
President:	Bruce A. Shear	14 Ida Road Marblehead, MA 01945	14 Ida Road Marblehead, MA 01945
Treasurer:	Bruce A. Shear	(As Above)	(As Above)
Clerk:	Donald E. Robar	48 Burpee Hill New London, NH 03257	48 Burpee Hill New London, NH 03257
Directors:	Bruce A. Shear	(As Above)	(As Above)
	Donald E. Robar	(As Above)	(As Above)
	Gerald M. Perlow, M.D.	40 Atlantic Road Swampscott, MA 01907	40 Atlantic Road Swampscott, MA 01907

c. The fiscal year (i.e., tax year) of the corporation shall end on the last day of the month of: June

d. The name and BUSINESS address of the RESIDENT AGENT of the corporation, if any, is:

Katherine A. Flaherty
36 Commerce Way
Woburn, MA 01801

ARTICLE IX

By-laws of the corporation have been duly adopted and the president, treasurer, clerk and directors whose names are set forth above, have been duly elected.

IN WITNESS WHEREOF and under the pains and penalties of perjury, I/WE, whose signature(s) appear below as incorporator(s) and whose names and business or residential address(es) ARE CLEARLY TYPED OR PRINTED beneath each signature do hereby associate with the intention of forming this corporation under the provisions of General Laws Chapter 156B and do hereby sign these Articles of Organization as incorporator(s) this 13th day of May 1994

/s/ Thomas F. Maloney
Thomas F. Maloney, Esquire
CHOATE, HALL & STEWART
Exchange Place, 53 State Street
Boston, MA 02109

Note: **If an existing corporation is acting as incorporator, type in the exact name of the corporation. The state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said corporation and the title he/she holds or other authority by which such action is taken.**

[Illegible]

THE COMMONWEALTH OF MASSACHUSETTS

ARTICLES OF ORGANIZATION

GENERAL LAWS, CHAPTER 156B, SECTION 12

I hereby certify that, upon examination of these articles of organization, duly submitted to me, it appears that the provisions of the General Laws relative to the organization of corporations have been complied with, and I hereby approve said articles; and the filing fee in the amount of $200 having been paid, said articles are deemed to have been filed with me this 13TH day of MAY 1994

Effective date

/s/ Michael Joseph Connolly
MICHAEL J. CONNOLLY
Secretary of State

FILING FEE: One tenth of one percent of the total authorized capital stock, but not less than **$200.00**. For the purpose of filing, shares of stock with a par value less than one dollar, or no par stock, shall be deemed to have a par value of one dollar per share.

PHOTOCOPY OF ARTICLES OF ORGANIZATION TO BE SENT TO:

Thomas F. Maloney, Esquire
CHOATE, HALL & STEWART
Exchange Place
53 State Street
Boston, MA 02109

Telephone (617) 248-5000

Exhibit 3.68

AMENDED AND RESTATED BY-LAWS

OF

PHC OF MICHIGAN, INC.

(as of November 30, 2011)

ARTICLE I

Stockholders

Section 1. Annual Meeting. The annual meeting of the stockholders shall be held within six months of the end of the corporation's fiscal year as fixed by the board of directors for the purpose of electing directors and for such other purposes as may be determined as hereinafter provided. The hour and place of such meeting and the purposes for which such meeting is to be held in addition to that specified above shall be determined in each year by the board of directors or, in the absence of action by the board, by the president. If no annual meeting has been held in the period fixed above, a special meeting may be held in lieu thereof with all the force and effect of an annual meeting.

Section 2. Special Meetings. Special meetings of the stockholders may be called at any time by the president or by the board of directors and shall be called by the clerk, or in case of the death, absence, incapacity or refusal of the clerk, by any other officer, upon written application of one or more stockholders who hold at least one-tenth part in interest of the capital stock entitled to vote thereat. Such application shall specify the purposes for which the meeting is to be called and may designate the date, hour and place of such meeting, provided, however, that no such application shall designate a date not a full business day or an hour not within normal business hours as the date or hour of such meeting without the approval of the president or the board of directors.

Section 3. Place of Meetings. Meetings of the stockholders may be held anywhere within, but not without, the United States.

Section 4. Notice. Except as hereinafter provided, a written or printed notice of every meeting of stockholders stating the place, date, hour and purposes thereof shall be given by the clerk or an assistant clerk (or by any other officer in the case of an annual meeting or by the person or persons calling the meeting in the case of a special meeting) at least ten (10) days before the meeting to each stockholder entitled to vote thereat and to each stockholder who, by law, by the articles of organization or by these by-laws, is entitled to such notice, by leaving such notice with him or at his residence or usual place of business or by mailing it, postage prepaid, addressed to him at his address as it appears upon the records of the corporation. No notice of the place, date, hour or purposes of any annual or special meeting of stockholders need be given to a stockholder if a written waiver of such

notice, executed before or after the meeting by such stockholder or his attorney thereunto authorized, is filed with the records of the meeting.

Section 5. Action at a Meeting. Except as otherwise provided in the articles of organization, the presence of a quorum shall be separately determined with respect to each matter to be acted on at any meeting of stockholders, and shall consist of the holders of shares having the right to cast a majority of the votes which may be cast with respect to such matter. Though less than a quorum be present, any meeting may without further notice be adjourned to a subsequent date or until a quorum be had, and at any such adjourned meeting any business may be transacted which might have been transacted at the original meeting.

When a quorum is present at any meeting, the affirmative vote of a majority of the shares of stock present or represented and voting shall be necessary and sufficient to the determination of any questions brought before the meeting, unless a larger vote is required by law, by the articles of organization or by these by-laws, provided, however, that any election by stockholders shall be determined by a plurality of the votes cast by the stockholders entitled to vote in such election.

Except as otherwise provided by law or by the articles or organization or by these by-laws, each holder of record of shares of stock entitled to vote on any matter shall have one vote for each such share held of record by him and a proportionate vote for any fractional shares so held by him. Stockholders may vote either in person or by proxy. No proxy dated more than six months before the meeting named therein shall be valid and no proxy shall be valid after the final adjournment of such meeting. A proxy with respect to stock held in the name of two or more persons shall be valid if executed by anyone of them unless at or prior to the exercise of the proxy the corporation receives a specific written notice to the contrary from anyone of them. A proxy purporting to be executed by or on behalf of a stockholder shall be deemed valid unless challenged at or prior to its exercise and the burden of proving its invalidity shall rest on the challenger.

Any election by stockholders and the determination of any other questions to come before a meeting of the stockholders shall be by ballot if so requested by any stockholder entitled to vote thereon but need not be otherwise.

Section 6. Stockholder Proposals. Written notification of any stockholder proposal to be acted upon at an annual meeting of stockholders of the corporation must be provided to the corporation at least 120 calendar days in advance of the date of the corporation’s proxy statement released to stockholders in connection with the previous year’s annual meeting of stockholders. Written notification of any stockholder proposal to be acted upon at any meeting of the stockholders of the corporation other than an annual meeting must be provided to the corporation at least 180 calendar days before the meeting at which such proposal is to be acted upon.

Section 7. Action by Written Consent. Any action required to be taken at any annual or special meeting of stockholders of the corporation, or any action which may be taken at

any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken and bearing the dates of signature of the stockholders who signed the consent or consents, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the corporation by delivery to the corporation's principal place of business, or an officer or agent of the corporation having custody of the book or books in which proceedings of meetings of the stockholders are recorded.

ARTICLE II

Directors

Section 1. Number and Election. Except as otherwise provided by law or by the articles of organization, the number of directors for the ensuing year shall be determined by the board of directors. The number of directors so determined shall be elected at the annual meeting of the stockholders by such stockholders as have the right to vote thereon. The stockholders may, at any special meeting held for the purpose, increase or decrease the number of directors as thus determined and elect new directors to complete the number so determined or remove directors to reduce the number of directors to the number so determined. Except as otherwise provided by law or by the articles of organization, the board of directors may, by vote of a majority of the directors then in office, increase the number of directors determined by the stockholders and elect new directors to complete the number so determined. No director need be a stockholder.

Section 2. Term. Except as otherwise provided by law, by the articles of organization or by these by-laws, the directors shall hold office until the next annual meeting of stockholders and until their successors are chosen and qualified.

Section 3. Resignations. Any director may resign by delivering his written resignation to the corporation at its principal office or to the president or clerk or if there be one, to the secretary. Such resignation shall become effective at the time or upon the happening of the condition, if any, specified therein or, if no such time or condition is specified, upon its receipt.

Section 4. Removal. At any meeting of the stockholders called: for the purpose any director may be removed from office with or without cause by the vote of a majority of the class of shares issued, outstanding and entitled to vote in the election of said director. At any meeting of the board of directors any director may be removed from office for cause by vote of a majority of the directors then in office. A director may be removed for cause only after a reasonable notice and opportunity to be heard before the body proposing to remove him.

Section 5. Vacancies. Vacancies in the board of directors may be filled by vote of a majority of the remaining directors elected by that class of stockholders which elected the

director whose office has been vacated or, if not yet so filled, by majority vote of the class of stockholders which elected the director whose office has been vacated.

Section 6. Regular Meetings. Regular meetings of the board of directors may be held at such times and places within or without the Commonwealth of Massachusetts as the board of directors may fix from time to time and, when so fixed, no notice thereof need be given. The first meeting of the board of directors following the annual meeting of the stockholders shall be held without notice immediately after and at the same place as the annual meeting of the stockholders or the special meeting held in lieu thereof. If in any year a meeting of the board of directors is not held at such time and place, any elections to be held or business to be transacted at such meeting may be held or transacted at any later meeting of the board of directors with the same force and effect as if held or transacted at such meeting.

Section 7. Special Meetings. Special meetings of the board of directors may be called at any time by the president or secretary (or, if there be no secretary, the clerk) or by any director. Such special meetings may be held anywhere within or without the Commonwealth of Massachusetts. A written, printed or telegraphic notice stating the place, date and hour (but not necessarily the purposes) of the meeting shall be given by the secretary or an assistant secretary (or, if there be no secretary or assistant secretary, the clerk or an assistant clerk) or by the officer or director calling the meeting at least forty-eight (48) hours before such meeting to each director by leaving such notice with him or at his residence or usual place of business or by mailing it, postage prepaid, or sending it by prepaid telegram, addressed to him at his last known address. No notice of the place, date or hour of any meeting of the board of directors need be given to any director if a written waiver of such notice, executed by him before or after the meeting, is filed with the records of the meeting, or to any director who attends the meeting without protesting prior thereto or at its commencement the lack of notice to him.

Section 8. Action at a Meeting. At any meeting of the board of directors, a majority of the directors then in office shall constitute a quorum. Though less than a quorum be present, any meeting may without further notice be adjourned to a subsequent date or until a quorum be had. When a quorum is present at any meeting a majority of the directors present may take any action on behalf of the board except to the extent that a larger number is required by law, by the articles or organization or by these by-laws.

Section 9. Action Without a Meeting. Any action required or permitted to be taken at any meeting of the directors may be taken without a meeting if all the directors consent to the action in writing and the written consents are filed with the records of the meetings of the directors. Such consents shall be treated for all purposes as a vote at a meeting.

Section 10. Powers. The board of directors shall have and may exercise all the powers of the corporation, except such as by law, by the articles of organization or by these by-laws are conferred upon or reserved to the stockholders. In the event of any vacancy in the board of directors, the remaining directors then in office, except as otherwise provided by

law, shall have and may exercise all of the powers of the board of directors until the vacancy is filled.

Section 11. Committees. The board of directors may elect from the board an executive committee or one or more other committees and may delegate to any such committee or committees any or all of the powers of the board except those which by law, by the articles of organization or by these by-laws may not be so delegated. Such committees shall serve at the pleasure of the board of directors. Except as the board of directors may otherwise determine, each such committee may make rules for the conduct of its business, but, unless otherwise determined by the board or in such rules, its business shall be conducted as nearly as may be as is provided in these by-laws for the conduct of the business of the board of directors.

Section 12. Meeting by Telecommunications. Members of the board of directors or any committee elected thereby may participate in a meeting of such board of committee by means of a conference telephone or similar communications equipment by means of which all persons participating in a meeting can hear each other at the same time and participation by such means shall constitute presence in person at the meeting.

ARTICLE III

Officers

Section 1. Enumeration. The officers of the corporation shall consist of a president, a treasurer and a clerk and such other officers, including without limitation a chairman of the board of directors, a secretary and one or more vice presidents, assistant treasurers, assistant clerks and assistant secretaries, as the board of directors may from time to time determine.

Section 2. Qualifications. No officer need be a stockholder or a director. The same person may hold at the same time one or more offices unless otherwise provided by law. The clerk shall be a resident of Massachusetts unless the corporation shall have a resident agent. Any officer may be required by the board of directors to give a bond for the faithful performance of his duties in such form and with such sureties as the board may determine.

Section 3. Elections. The president, treasurer and clerk shall be elected annually by the board of directors at its first meeting following the annual meeting of the stockholders. All other officers shall be chosen or appointed by the board of directors.

Section 4. Term. Except as otherwise provided by law, by the articles of organization or by these by-laws, the president, treasurer and clerk shall hold office until the first meeting of the board of directors following the next annual meeting of the stockholders and until their respective successors are chosen and qualified. All other officers shall hold office until the first meeting of the board of directors following the next annual meeting of the

stockholders, unless a shorter time is specified in the vote choosing or appointing such officer or officers.

Section 5. Resignations. Any officer may resign by delivering his written resignation to the corporation at its principal office or to the president or clerk, or, if there be one, to the secretary. Such resignation shall be effective at the time or upon the happening of the condition, if any, specified therein or, if no such time or condition is specified, upon its receipt.

Section 6. Removal. Any officer may be removed from office with or without cause by vote of a majority of the directors then in office. An officer may be removed for cause only after a reasonable notice and opportunity to be heard before the board of directors.

Section 7. Vacancies. Vacancies in any office may be filled by the board of directors.

Section 8. Certain Duties and Powers. The officers designated below, subject at all times to these by-laws and to the direction and control of the board of directors, shall have and may exercise the respective duties and powers set forth below:

The Chairman of the Board of Directors. The chairman of the board of directors, if there be one, shall, when present, preside at all meetings of the board of directors.

The President. The president shall be the chief executive officer of the corporation and shall have general operating charge of its business. Unless otherwise prescribed by the board of directors, he shall, when present, preside at all meetings of the stockholders, and, if a director, at all meetings of the board of directors unless there be a chairman of the board of directors who is present at the meeting.

The Treasurer. The treasurer shall be the chief financial officer of the corporation and shall cause to be kept accurate books of account.

The Clerk. The clerk shall keep a record of all proceedings of the stockholders and, if there be no secretary, shall also keep a record of all proceedings of the board of directors. In the absence of the clerk from any meeting of the stockholders or, if there be no secretary, from any meeting of the board of directors, an assistant clerk, if there be one, otherwise a clerk pro tempore designated by the person presiding at the meeting, shall perform the duties of the clerk at such meeting.

The Secretary. The secretary, if there be one, shall keep a record of all proceedings of the board of directors. In the absence of the secretary, if there be one, from any meeting of the board of directors, an assistant secretary, if there be one, otherwise a secretary pro tempore designated by the person presiding at the meeting, shall perform the duties of the secretary at such meeting.

Section 9. Other Duties and Powers. Each officer, subject at all times to these by-laws and to the direction and control of the board of directors, shall have and may exercise, in addition to the duties and powers specifically set forth in these by-laws, such duties and powers as are prescribed by law, such duties and powers as are commonly incident to his office and such duties and powers as the board of directors may from time to time prescribe.

ARTICLE IV

Capital Stock

Section 1. Amount and Issuance. The total number of shares and the par value, if any, of each class of stock which the corporation is authorized to issue shall be stated in the articles of organization. The directors may at any time issue all or from time to time any part of the unissued capital stock of the corporation from time to time authorized under the articles of organization, and may determine, subject to any requirements of law, the consideration for which stock is to be issued and the manner of allocating such consideration between capital and surplus.

Section 2. Certificates. Each stockholder shall be entitled to a certificate or certificates stating the number and the class and the designation of the series, if any, of the shares held by him, and otherwise in form approved by the board of directors. Such certificate or certificates shall be signed by the president or a vice president and by the treasurer or an assistant treasurer. Such signatures may be facsimiles if the certificate is signed by a transfer agent, or by a registrar, other than a director, officer or employee of the corporation. In case any officer who has signed or whose facsimile signature has been placed on such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the corporation with the same effect as if he were such officer at the time of its issue.

Every certificate issued for shares of stock at a time when such shares are subject to any restriction on transfer pursuant to the articles of organization, these by-laws or any agreement to which the corporation is a party shall have the restriction noted conspicuously on the certificate and shall also set forth on the face or back of the certificate either (i) the full text of the restriction or (ii) a statement of the existence of such restriction and a statement that the corporation will furnish a copy thereof to the holder of such certificate upon written request and without charge.

Every certificate issued for shares of stock at a time when the corporation is authorized to issue more than one class or series of stock shall set forth on the face or back of the certificate either (i) the full text of the preferences, voting powers, qualifications and special and relative rights of the shares of each class and series, if any, authorized to be issued, as set forth in the articles of organization or (ii) a statement of the existence of such preferences, powers, qualifications and rights and a statement that the corporation

will furnish a copy thereof to the holder of such certificate upon written request and without charge.

Section 3. Transfers. The board of directors may make such rules and regulations not inconsistent with the law, with the articles of organization or with these by-laws as it deems expedient relative to the issue, transfer and registration of stock certificates. The board of directors may appoint a transfer agent and a registrar of transfers or either and require all stock certificates to bear their signatures. Except as otherwise provided by law, by the articles of organization or by these by-laws, the corporation shall be entitled to treat the record holder of any shares of stock as shown on the books of the corporation as the holder of such shares for all purposes, including the right to receive notice of and to vote at any meeting of stockholders and the right to receive any dividend or other distribution in respect of such shares.

Section 4. Record Date. The board of directors may fix in advance a time, which shall be not more than sixty (60) days before the date of any meeting of stockholders or the date for the payment of any dividend or the making of any distribution to stockholders or the last day on which the consent or dissent of stockholders may be effectively expressed for any purpose, as the record date for determining the stockholders having the right to notice of and to vote at such meeting and any adjournment thereof or the right to receive such dividend or distribution or the right to give such consent or dissent, and in such case only stockholders of record on such record date shall have such right, notwithstanding any transfer of stock on the books of the corporation after the record date.

Section 5. Lost Certificates. The board of directors may, except as otherwise provided by law, determine the conditions upon which a new certificate of stock may be issued in place of any certificate alleged to have been lost, mutilated or destroyed.

ARTICLE V

Miscellaneous provisions

Section 1. Fiscal Year. The fiscal year of the corporation shall begin on the first day of January in each year and end on the last day of December next following.

Section 2. Corporate Seal. The seal of the corporation shall be in such form as shall be determined from time to time by the board of directors.

Section 3. Corporation Records. The original, or attested copies, of the articles of organization, by-laws and records of all meetings of the incorporators and stockholders, and the stock and transfer records, which shall contain the names of all stockholders and the record address and the amount of stock held by each, shall be kept in the Commonwealth of Massachusetts at the principal office of the corporation in said Commonwealth or at an office of the transfer agent or of its clerk or of its resident agent, if any. Said copies and records need not all be kept in the same office. They shall be available at all reasonable times to inspection by any stockholder for any proper purpose

but not if the purpose for which such inspection is sought is to secure a list of stockholders or other information for the purpose of selling said list or information or copies thereof or of using the same for a purpose other than the interest of the applicant, as a stockholder, relative to the affairs of the corporation.

Section 4. Voting of Securities. Except as the board of directors may otherwise prescribe, the president or the treasurer shall have full power and authority in the name and on behalf of the corporation, subject to the instructions of the board of directors, to waive notice of, to attend, act and vote at, and to appoint any person or persons to act as proxy or attorney in fact for this corporation (with or without power of substitution) at any meeting of stockholders or shareholders of any other corporation or organization, the securities of which may be held by this corporation.

ARTICLE VI

Amendments

These by-laws may be amended or repealed at any annual or special meeting of the stockholders by the affirmative vote of a majority of the shares of capital stock then issued, outstanding and entitled to vote provided notice of the proposed amendment or repeal is given in the notice of the meeting. No change in the date fixed in these by-laws for the annual meeting of the stockholders shall be made within sixty (60) days before such date, and notice of any change in such date shall be given to all stockholders at least twenty (20) days before the new date fixed for such meeting.

If authorized by the articles of incorporation, these by-laws may also be amended or repealed in whole or in part, or new by-laws made, by the board of directors except with respect to any provision hereof which by-law, the articles of organization or these by-laws requires action by the stockholders. Not later than the time of giving notice of the meeting of stockholders next following the making, amendment or repeal by the directors of any by-laws, notice thereof stating the substance of such change shall be given to all stockholders entitled to vote on amending the by-laws. Any by-law to be made, amended or repealed by the directors may be amended or repealed by the stockholders.

[Initials]
Examiner

The Commonwealth of Massachusetts **D**
William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

ARTICLES OF ORGANIZATION
(General Laws, Chapter 156B)

ARTICLE I

[Initials]
Name
Approved

The exact name of the corporation is:

PHC of Nevada, Inc.

ARTICLE II

The purpose of the corporation is to engage in the following business activities:

To own, operate, manage and maintain psychiatric hospitals and/or other health care facilities; and

To carry on any business or other activity which may be lawfully carried on by a corporation organized under the Business Corporation Law of the Commonwealth of Massachusetts, whether or not related to those referred to hereinabove.

However, this corporation shall not engage in any activity which constitutes the practice of Medicine as regulated by the Board of Registration in Medicine.

95290029

C ☒
P ☒
M ☐
R.A. ☒

9
P.C.

Note: If the space provided under any article or item on this form is insufficient, additions shall be set forth on separate 8 1/2 x 11 sheets of paper with a left margin of at least 1 inch. Additions to more than one article may be made on a single sheet so long as each article requiring each addition is clearly indicated.

ARTICLE III

State the total number of shares and par value, if any. of each class of stock which the corporation is authorized to issue.

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
Common:		Common:	200,000	$ .01
Preferred:		Preferred:		

ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the corporation must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

None.

ARTICLE V

The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are:

None.

ARTICLE VI

** Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or stockholders, or of any class of stockholders:

See Continuation Sheets 6A – 6D attached hereto and incorporated herein by reference.

***** If there are no provisions state "None".***

Note: The preceding six (6) articles are considered to be permanent and may ONLY be changed by filing appropriate Articles of Amendment.

PIONEER HEALTHCARE
200 Lake Street, Suite 102, Peabody, MA 01960
(508) 536-2777 Fax (508) 536-2677

October 17, 1995

Office of the Secretary of State
Corporations Division
One Ashburton Place
Boston, Massachusetts 02108

Dear Madam or Sir:

The undersigned, as President of each of PHC, Inc., PHC of California, Inc., PHC of Utah, Inc., PHC of Virginia, Inc., PHC of Michigan, Inc., and PHC of Rhode Island, Inc., hereby consent to the use of the name PHC of Nevada, Inc. as the name of the corporation being formed on this day.

Very truly yours,

PHC, Inc.

By: /s/ Bruce A. Shear
Bruce A. Shear, President

PHC of California, Inc.

By: /s/ Bruce A. Shear
Bruce A. Shear, President

PHC of Utah, Inc.

By: /s/ Bruce A. Shear
Bruce A. Shear, President

PHC of Virginia, Inc.

By: /s/ Bruce A. Shear
Bruce A. Shear, President

PHC of Michigan, Inc.

By: /s/ Bruce A. Shear
Bruce A. Shear, President

PHC of Rhode Island, Inc.

By: /s/ Bruce A. Shear
Bruce A. Shear, President

CONTINUATION SHEET 6A
to the Articles of Organization of
PHC of Nevada, Inc.

By-Laws

The board of directors is authorized to make, amend or repeal the by-laws of the corporation in whole or in part, except with respect to any provision thereof which by law, by these articles of organization, or by the by-laws requires action by the stockholders.

Place of Meetings of the Stockholders

Meetings of the stockholders may be held anywhere in the United States.

Partnership

The corporation may be a partner in any business enterprise which the corporation would have power to conduct by itself.

Indemnification of Directors, Officers and Others

The corporation shall indemnify each person who is or was a director, officer, employee or other agent of the corporation, and each person who is or was serving at the request of the corporation as a director, trustee, officer, employee or other agent of another organization in which it directly or indirectly owns shares or of which it is directly or indirectly a creditor, against all liabilities, costs and expenses, including but not limited to amounts paid in satisfaction of judgments, in settlement or as fines and penalties, and counsel fees and disbursements, reasonably incurred by him in connection with the defense or disposition of or otherwise in connection with or resulting from any action, suit or other proceeding, whether civil, criminal, administrative or investigative, before any court or administrative or legislative or investigative body, in which he may be or may have been involved as a party or otherwise or with which he may be or may have been threatened, while in office or thereafter, by reason of his being or having been such a director, officer, employee, agent or trustee, or by reason of any action taken or not taken in any such capacity, except with respect to any matter as to which he shall have been finally adjudicated by a court of competent jurisdiction not

to have acted in good faith in the reasonable belief that his action was in the best interests of the corporation. Expenses, including but not limited to counsel fees and disbursements, so incurred by any such person in defending any such action, suit or proceeding may be paid from time to time by the corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the person indemnified to repay the amounts so paid if it shall ultimately be determined that indemnification of such expenses is not authorized hereunder.

As to any matter disposed of by settlement by any such person, pursuant to a consent decree or otherwise, no such indemnification either for the amount of such settlement or for any other expenses shall be provided unless such settlement shall be approved as in the best interests of the corporation, after notice that it involves such indemnification, (a) by a vote of a majority of the disinterested directors then in office (even though the disinterested directors be less than a quorum), or (b) by any disinterested person or persons to whom the question may be referred by vote of a majority of such disinterested directors, or (c) by vote of the holders of a majority of the outstanding stock at the time entitled to vote for directors, voting as a single class, exclusive of any stock owned by any interested persons, or (d) by any disinterested person or persons to whom the question may be referred by vote of the holders of a majority of such stock. No such approval shall prevent the recovery from any such officer, director, employee, agent or trustee of any amounts paid to him or on his behalf as indemnification in accordance with the preceding sentence if such person is subsequently adjudicated by a court of competent jurisdiction not to have acted in good faith in the reasonable belief that his action was in the best interests of the corporation.

The right of indemnification hereby provided shall not be exclusive of or affect any other rights to which any director, officer, employee, agent, or trustee may be entitled or which may lawfully be granted to him. As used herein, the terms “director,” “officer,” “employee,” “agent” and “trustee” include their respective executors, administrators and other legal representatives, and “interested” person is one against whom the action, suit or other proceeding in question or another action, suit or other proceeding on the same or similar grounds is then or had been pending or threatened, and a “disinterested” person is a person against whom no such action, suit or other proceeding is then or had been pending or threatened.

CONTINUATION SHEET 6C
to the Articles of Organization of
PHC of Nevada, Inc..

By action of the board of directors, notwithstanding any interest of the directors in such action, the corporation may purchase and maintain insurance, in such amounts as the board of directors may from time to time deem appropriate, on behalf of any person who is or was a director, officer, employee or other agent of the corporation, or is or was serving at the request of the corporation as a director, trustee, officer, employee or other agent of another organization in which it directly or indirectly owns shares or of which it is directly or indirectly a creditor, against any liability incurred by him in any such capacity, or arising out of his status as such, whether or not the corporation would have the power to indemnify him against such liability.

Intercompany Transactions

No contract or transaction between the corporation and one or more of its directors or officers, or between the corporation and any other organization of which one or more of its directors or officers are directors, trustees or officers, or in which any of them has any financial or other interest, shall be void or voidable, or in any way affected, solely for this reason, or solely because the director or officer is present at or participates in the meeting of the board of directors or committee thereof which authorizes, approves or ratifies the contract or transaction, or solely because his or their votes are counted for such purposes, if:

a) The material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the board of directors or the committee which authorizes, approves or ratifies the contract or transaction, and the board or committee in good faith authorizes, approves or ratifies the contract or transaction by the affirmative vote of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or

b) The material facts to his relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically authorized, approved or ratified in good faith by vote of the stockholders; or

CONTINUATION SHEET 6D
to the Articles of Organization of
PHC of Nevada, Inc.

c) The contract or transaction is fair as to the corporation as of the time it is authorized, approved or ratified by the board of directors, a committee thereof, or the stockholders.

Common or interested directors may be counted in determining the presence of a quorum at a meeting of the board of directors or of a committee thereof which authorizes, approves or ratifies the contract or transaction. No director or officer of the corporation shall be liable or accountable to the corporation or to any of its stockholders or creditors or to any other person, either for any loss to the corporation or to any other person or for any gains or profits realized by such director or officer, clauses (a), (b) or (c) above are applicable.

Limitations on Director Liability

No director of the corporation shall be liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 61 or 62 of Chapter 156B of the General Laws of the Commonwealth of Massachusetts, or (iv) for any transaction in which the director derived an improper personal benefit. No amendment to or repeal of any provision of this paragraph, directly or by adoption of an inconsistent provision of these Articles of Organization, shall apply to or have any effect on any liability or alleged liability of any director of the corporation for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

ARTICLE VII

The effective date of organization of the corporation shall be the date approved and filed by the Secretary of the Commonwealth. If a *later* effective date is desired, specify such date which shall not be more than thirty days after the date of filing.

ARTICLE VIII

The information contained in Article VIII is not a permanent part of the Articles of Organization.

a. The street address post office boxes are not acceptable) of the principal office of the corporation *in Massachusetts* is:

200 Lake Street, Suite 102
Peabody, MA 01960

b. The name, residential address and post office address of each director and officer of the corporation is as follows:

	NAME	RESIDENTIAL ADDRESS	POST OFFICE ADDRESS
President:	Bruce A. Shear	14 Ida Road Marblehead, MA 01945	14 Ida Road Marblehead, MA 01945
Treasurer:	Bruce A. Shear	(As Above)	(As Above)
Clerk:	Donald E. Robar	48 Burpee Hill New London, NH 03257	48 Burpee Hill New London, NH 03257
Directors:	Bruce A. Shear Donald E. Robar Gerald M. Perlow, M.D.	(As Above) (As Above) 40 Atlantic Road Swampscott, MA 01907	(As Above) (As Above) 40 Atlantic Road Swampscott, MA 01907

c. The fiscal year (i.e., tax year) of the corporation shall end on the last day of the month of: June

d. The name and business address of the resident agent, if any, of the corporation is: Bruce A. Shear
14 Ida Road
Marblehead, MA 01945

ARTICLE IX

By-laws of the corporation have been duly adopted and the president, treasurer, clerk and directors whose names are set forth above, have been duly elected.

IN WITNESS WHEREOF AND UNDER The PAINS AND PENALTIES OF PERJURY, I/we, whose signature(s) appear below as incorporators) and whose name(s) and business or residential address(es) *are clearly typed or printed* beneath each signature do hereby associate with the intention of forming this corporation under the provisions of General Laws. Chapter 156B and do hereby sign these Articles of Organization as incorporator(s) this 16th day of October, 1995.

/s/ Katherine A. Flaherty
Katherine A. Flaherty, Sole Incorporator

PHC, Inc.

200 Lake Street, Suite 102

Peabody, MA 01960

Note: If an existing corporation is acting as incorporator, type in the exact name of the corporation, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said corporation and the [Illegible] authority by which such action is taken.

515050

THE COMMONWEALTH OF MASSACHUSETTS

ARTICLES OF ORGANIZATION
(General Laws, Chapter 156B)

I hereby certify that, upon examination of these Articles of Organization, duly submitted to me, it appears that the provisions of the General Laws relative to the organization of corporations have been complied with, and I hereby approve said articles; and the filing fee in the amount of $ 200 having been paid, said articles are deemed to have been filed with me this 17TH day of OCTOBER 1995

Effective date: _____

/s/ William Francis Galvin

WILLIAM FRANCIS GALVIN
Secretary of the Commonwealth

FILING FEE: One tenth of one percent of the total authorized capital stock, [Illegible] less than $200.00. For the purpose of filing, shares of stock with [Illegible] less than $1.00. or no par stock, shall be deemed to have a par value [Illegible] $1.00 per share.

TO BE FILLED IN BY CORPORATION
Photocopy of document to be sent to:

Katherine A. Flaherty

PHC, Inc.

200 Lake Street, Suite 102, Peabody, MA 01960

Telephone: (508) 53[Illegible]2777

Exhibit 3.70

AMENDED AND RESTATED BY-LAWS

OF

PHC OF NEVADA, INC.

(as of November 30, 2011)

ARTICLE I

Stockholders

Section 1. Annual Meeting. The annual meeting of the stockholders shall be held within six months of the end of the corporation's fiscal year as fixed by the board of directors for the purpose of electing directors and for such other purposes as may be determined as hereinafter provided. The hour and place of such meeting and the purposes for which such meeting is to be held in addition to that specified above shall be determined in each year by the board of directors or, in the absence of action by the board, by the president. If no annual meeting has been held in the period fixed above, a special meeting may be held in lieu thereof with all the force and effect of an annual meeting.

Section 2. Special Meetings. Special meetings of the stockholders may be called at any time by the president or by the board of directors and shall be called by the clerk, or in case of the death, absence, incapacity or refusal of the clerk, by any other officer, upon written application of one or more stockholders who hold at least one-tenth part in interest of the capital stock entitled to vote thereat. Such application shall specify the purposes for which the meeting is to be called and may designate the date, hour and place of such meeting, provided, however, that no such application shall designate a date not a full business day or an hour not within normal business hours as the date or hour of such meeting without the approval of the president or the board of directors.

Section 3. Place of Meetings. Meetings of the stockholders may be held anywhere within, but not without, the United States.

Section 4. Notice. Except as hereinafter provided, a written or printed notice of every meeting of stockholders stating the place, date, hour and purposes thereof shall be given by the clerk or an assistant clerk (or by any other officer in the case of an annual meeting or by the person or persons calling the meeting in the case of a special meeting) at least ten (10) days before the meeting to each stockholder entitled to vote thereat and to each stockholder who, by law, by the articles of organization or by these by-laws, is entitled to such notice, by leaving such notice with him or at his residence or usual place of business or by mailing it, postage prepaid, addressed to him at his address as it appears upon the records of the corporation. No notice of the place, date, hour or purposes of any annual or special meeting of stockholders need be given to a stockholder if a written waiver of such

notice, executed before or after the meeting by such stockholder or his attorney thereunto authorized, is filed with the records of the meeting.

Section 5. Action at a Meeting. Except as otherwise provided in the articles of organization, the presence of a quorum shall be separately determined with respect to each matter to be acted on at any meeting of stockholders, and shall consist of the holders of shares having the right to cast a majority of the votes which may be cast with respect to such matter. Though less than a quorum be present, any meeting may without further notice be adjourned to a subsequent date or until a quorum be had, and at any such adjourned meeting any business may be transacted which might have been transacted at the original meeting.

When a quorum is present at any meeting, the affirmative vote of a majority of the shares of stock present or represented and voting shall be necessary and sufficient to the determination of any questions brought before the meeting, unless a larger vote is required by law, by the articles of organization or by these by-laws, provided, however, that any election by stockholders shall be determined by a plurality of the votes cast by the stockholders entitled to vote in such election.

Except as otherwise provided by law or by the articles or organization or by these by-laws, each holder of record of shares of stock entitled to vote on any matter shall have one vote for each such share held of record by him and a proportionate vote for any fractional shares so held by him. Stockholders may vote either in person or by proxy. No proxy dated more than six months before the meeting named therein shall be valid and no proxy shall be valid after the final adjournment of such meeting. A proxy with respect to stock held in the name of two or more persons shall be valid if executed by anyone of them unless at or prior to the exercise of the proxy the corporation receives a specific written notice to the contrary from anyone of them. A proxy purporting to be executed by or on behalf of a stockholder shall be deemed valid unless challenged at or prior to its exercise and the burden of proving its invalidity shall rest on the challenger.

Any election by stockholders and the determination of any other questions to come before a meeting of the stockholders shall be by ballot if so requested by any stockholder entitled to vote thereon but need not be otherwise.

Section 6. Stockholder Proposals. Written notification of any stockholder proposal to be acted upon at an annual meeting of stockholders of the corporation must be provided to the corporation at least 120 calendar days in advance of the date of the corporation’s proxy statement released to stockholders in connection with the previous year’s annual meeting of stockholders. Written notification of any stockholder proposal to be acted upon at any meeting of the stockholders of the corporation other than an annual meeting must be provided to the corporation at least 180 calendar days before the meeting at which such proposal is to be acted upon.

Section 7. Action by Written Consent. Any action required to be taken at any annual or special meeting of stockholders of the corporation, or any action which may be taken at

any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken and bearing the dates of signature of the stockholders who signed the consent or consents, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the corporation by delivery to the corporation's principal place of business, or an officer or agent of the corporation having custody of the book or books in which proceedings of meetings of the stockholders are recorded.

ARTICLE II

Directors

Section 1. Number and Election. Except as otherwise provided by law or by the articles of organization, the number of directors for the ensuing year shall be determined by the board of directors. The number of directors so determined shall be elected at the annual meeting of the stockholders by such stockholders as have the right to vote thereon. The stockholders may, at any special meeting held for the purpose, increase or decrease the number of directors as thus determined and elect new directors to complete the number so determined or remove directors to reduce the number of directors to the number so determined. Except as otherwise provided by law or by the articles of organization, the board of directors may, by vote of a majority of the directors then in office, increase the number of directors determined by the stockholders and elect new directors to complete the number so determined. No director need be a stockholder.

Section 2. Term. Except as otherwise provided by law, by the articles of organization or by these by-laws, the directors shall hold office until the next annual meeting of stockholders and until their successors are chosen and qualified.

Section 3. Resignations. Any director may resign by delivering his written resignation to the corporation at its principal office or to the president or clerk or if there be one, to the secretary. Such resignation shall become effective at the time or upon the happening of the condition, if any, specified therein or, if no such time or condition is specified, upon its receipt.

Section 4. Removal. At any meeting of the stockholders called: for the purpose any director may be removed from office with or without cause by the vote of a majority of the class of shares issued, outstanding and entitled to vote in the election of said director. At any meeting of the board of directors any director may be removed from office for cause by vote of a majority of the directors then in office. A director may be removed for cause only after a reasonable notice and opportunity to be heard before the body proposing to remove him.

Section 5. Vacancies. Vacancies in the board of directors may be filled by vote of a majority of the remaining directors elected by that class of stockholders which elected the

director whose office has been vacated or, if not yet so filled, by majority vote of the class of stockholders which elected the director whose office has been vacated.

Section 6. Regular Meetings. Regular meetings of the board of directors may be held at such times and places within or without the Commonwealth of Massachusetts as the board of directors may fix from time to time and, when so fixed, no notice thereof need be given. The first meeting of the board of directors following the annual meeting of the stockholders shall be held without notice immediately after and at the same place as the annual meeting of the stockholders or the special meeting held in lieu thereof. If in any year a meeting of the board of directors is not held at such time and place, any elections to be held or business to be transacted at such meeting may be held or transacted at any later meeting of the board of directors with the same force and effect as if held or transacted at such meeting.

Section 7. Special Meetings. Special meetings of the board of directors may be called at any time by the president or secretary (or, if there be no secretary, the clerk) or by any director. Such special meetings may be held anywhere within or without the Commonwealth of Massachusetts. A written, printed or telegraphic notice stating the place, date and hour (but not necessarily the purposes) of the meeting shall be given by the secretary or an assistant secretary (or, if there be no secretary or assistant secretary, the clerk or an assistant clerk) or by the officer or director calling the meeting at least forty-eight (48) hours before such meeting to each director by leaving such notice with him or at his residence or usual place of business or by mailing it, postage prepaid, or sending it by prepaid telegram, addressed to him at his last known address. No notice of the place, date or hour of any meeting of the board of directors need be given to any director if a written waiver of such notice, executed by him before or after the meeting, is filed with the records of the meeting, or to any director who attends the meeting without protesting prior thereto or at its commencement the lack of notice to him.

Section 8. Action at a Meeting. At any meeting of the board of directors, a majority of the directors then in office shall constitute a quorum. Though less than a quorum be present, any meeting may without further notice be adjourned to a subsequent date or until a quorum be had. When a quorum is present at any meeting a majority of the directors present may take any action on behalf of the board except to the extent that a larger number is required by law, by the articles or organization or by these by-laws.

Section 9. Action Without a Meeting. Any action required or permitted to be taken at any meeting of the directors may be taken without a meeting if all the directors consent to the action in writing and the written consents are filed with the records of the meetings of the directors. Such consents shall be treated for all purposes as a vote at a meeting.

Section 10. Powers. The board of directors shall have and may exercise all the powers of the corporation, except such as by law, by the articles of organization or by these by-laws are conferred upon or reserved to the stockholders. In the event of any vacancy in the board of directors, the remaining directors then in office, except as otherwise provided by

law, shall have and may exercise all of the powers of the board of directors until the vacancy is filled.

Section 11. Committees. The board of directors may elect from the board an executive committee or one or more other committees and may delegate to any such committee or committees any or all of the powers of the board except those which by law, by the articles of organization or by these by-laws may not be so delegated. Such committees shall serve at the pleasure of the board of directors. Except as the board of directors may otherwise determine, each such committee may make rules for the conduct of its business, but, unless otherwise determined by the board or in such rules, its business shall be conducted as nearly as may be as is provided in these by-laws for the conduct of the business of the board of directors.

Section 12. Meeting by Telecommunications. Members of the board of directors or any committee elected thereby may participate in a meeting of such board of committee by means of a conference telephone or similar communications equipment by means of which all persons participating in a meeting can hear each other at the same time and participation by such means shall constitute presence in person at the meeting.

ARTICLE III

Officers

Section 1. Enumeration. The officers of the corporation shall consist of a president, a treasurer and a clerk and such other officers, including without limitation a chairman of the board of directors, a secretary and one or more vice presidents, assistant treasurers, assistant clerks and assistant secretaries, as the board of directors may from time to time determine.

Section 2. Qualifications. No officer need be a stockholder or a director. The same person may hold at the same time one or more offices unless otherwise provided by law. The clerk shall be a resident of Massachusetts unless the corporation shall have a resident agent. Any officer may be required by the board of directors to give a bond for the faithful performance of his duties in such form and with such sureties as the board may determine.

Section 3. Elections. The president, treasurer and clerk shall be elected annually by the board of directors at its first meeting following the annual meeting of the stockholders. All other officers shall be chosen or appointed by the board of directors.

Section 4. Term. Except as otherwise provided by law, by the articles of organization or by these by-laws, the president, treasurer and clerk shall hold office until the first meeting of the board of directors following the next annual meeting of the stockholders and until their respective successors are chosen and qualified. All other officers shall hold office until the first meeting of the board of directors following the next annual meeting of the

stockholders, unless a shorter time is specified in the vote choosing or appointing such officer or officers.

Section 5. Resignations. Any officer may resign by delivering his written resignation to the corporation at its principal office or to the president or clerk, or, if there be one, to the secretary. Such resignation shall be effective at the time or upon the happening of the condition, if any, specified therein or, if no such time or condition is specified, upon its receipt.

Section 6. Removal. Any officer may be removed from office with or without cause by vote of a majority of the directors then in office. An officer may be removed for cause only after a reasonable notice and opportunity to be heard before the board of directors.

Section 7. Vacancies. Vacancies in any office may be filled by the board of directors.

Section 8. Certain Duties and Powers. The officers designated below, subject at all times to these by-laws and to the direction and control of the board of directors, shall have and may exercise the respective duties and powers set forth below:

The Chairman of the Board of Directors. The chairman of the board of directors, if there be one, shall, when present, preside at all meetings of the board of directors.

The President. The president shall be the chief executive officer of the corporation and shall have general operating charge of its business. Unless otherwise prescribed by the board of directors, he shall, when present, preside at all meetings of the stockholders, and, if a director, at all meetings of the board of directors unless there be a chairman of the board of directors who is present at the meeting.

The Treasurer. The treasurer shall be the chief financial officer of the corporation and shall cause to be kept accurate books of account.

The Clerk. The clerk shall keep a record of all proceedings of the stockholders and, if there be no secretary, shall also keep a record of all proceedings of the board of directors. In the absence of the clerk from any meeting of the stockholders or, if there be no secretary, from any meeting of the board of directors, an assistant clerk, if there be one, otherwise a clerk pro tempore designated by the person presiding at the meeting, shall perform the duties of the clerk at such meeting.

The Secretary. The secretary, if there be one, shall keep a record of all proceedings of the board of directors. In the absence of the secretary, if there be one, from any meeting of the board of directors, an assistant secretary, if there be one, otherwise a secretary pro tempore designated by the person presiding at the meeting, shall perform the duties of the secretary at such meeting.

Section 9. Other Duties and Powers. Each officer, subject at all times to these by-laws and to the direction and control of the board of directors, shall have and may exercise, in addition to the duties and powers specifically set forth in these by-laws, such duties and powers as are prescribed by law, such duties and powers as are commonly incident to his office and such duties and powers as the board of directors may from time to time prescribe.

ARTICLE IV

Capital Stock

Section 1. Amount and Issuance. The total number of shares and the par value, if any, of each class of stock which the corporation is authorized to issue shall be stated in the articles of organization. The directors may at any time issue all or from time to time any part of the unissued capital stock of the corporation from time to time authorized under the articles of organization, and may determine, subject to any requirements of law, the consideration for which stock is to be issued and the manner of allocating such consideration between capital and surplus.

Section 2. Certificates. Each stockholder shall be entitled to a certificate or certificates stating the number and the class and the designation of the series, if any, of the shares held by him, and otherwise in form approved by the board of directors. Such certificate or certificates shall be signed by the president or a vice president and by the treasurer or an assistant treasurer. Such signatures may be facsimiles if the certificate is signed by a transfer agent, or by a registrar, other than a director, officer or employee of the corporation. In case any officer who has signed or whose facsimile signature has been placed on such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the corporation with the same effect as if he were such officer at the time of its issue.

Every certificate issued for shares of stock at a time when such shares are subject to any restriction on transfer pursuant to the articles of organization, these by-laws or any agreement to which the corporation is a party shall have the restriction noted conspicuously on the certificate and shall also set forth on the face or back of the certificate either (i) the full text of the restriction or (ii) a statement of the existence of such restriction and a statement that the corporation will furnish a copy thereof to the holder of such certificate upon written request and without charge.

Every certificate issued for shares of stock at a time when the corporation is authorized to issue more than one class or series of stock shall set forth on the face or back of the certificate either (i) the full text of the preferences, voting powers, qualifications and special and relative rights of the shares of each class and series, if any, authorized to be issued, as set forth in the articles of organization or (ii) a statement of the existence of such preferences, powers, qualifications and rights and a statement that the corporation

will furnish a copy thereof to the holder of such certificate upon written request and without charge.

Section 3. Transfers. The board of directors may make such rules and regulations not inconsistent with the law, with the articles of organization or with these by-laws as it deems expedient relative to the issue, transfer and registration of stock certificates. The board of directors may appoint a transfer agent and a registrar of transfers or either and require all stock certificates to bear their signatures. Except as otherwise provided by law, by the articles of organization or by these by-laws, the corporation shall be entitled to treat the record holder of any shares of stock as shown on the books of the corporation as the holder of such shares for all purposes, including the right to receive notice of and to vote at any meeting of stockholders and the right to receive any dividend or other distribution in respect of such shares.

Section 4. Record Date. The board of directors may fix in advance a time, which shall be not more than sixty (60) days before the date of any meeting of stockholders or the date for the payment of any dividend or the making of any distribution to stockholders or the last day on which the consent or dissent of stockholders may be effectively expressed for any purpose, as the record date for determining the stockholders having the right to notice of and to vote at such meeting and any adjournment thereof or the right to receive such dividend or distribution or the right to give such consent or dissent, and in such case only stockholders of record on such record date shall have such right, notwithstanding any transfer of stock on the books of the corporation after the record date.

Section 5. Lost Certificates. The board of directors may, except as otherwise provided by law, determine the conditions upon which a new certificate of stock may be issued in place of any certificate alleged to have been lost, mutilated or destroyed.

ARTICLE V

Miscellaneous provisions

Section 1. Fiscal Year. The fiscal year of the corporation shall begin on the first day of January in each year and end on the last day of December next following.

Section 2. Corporate Seal. The seal of the corporation shall be in such form as shall be determined from time to time by the board of directors.

Section 3. Corporation Records. The original, or attested copies, of the articles of organization, by-laws and records of all meetings of the incorporators and stockholders, and the stock and transfer records, which shall contain the names of all stockholders and the record address and the amount of stock held by each, shall be kept in the Commonwealth of Massachusetts at the principal office of the corporation in said Commonwealth or at an office of the transfer agent or of its clerk or of its resident agent, if any. Said copies and records need not all be kept in the same office. They shall be available at all reasonable times to inspection by any stockholder for any proper purpose

but not if the purpose for which such inspection is sought is to secure a list of stockholders or other information for the purpose of selling said list or information or copies thereof or of using the same for a purpose other than the interest of the applicant, as a stockholder, relative to the affairs of the corporation.

Section 4. Voting of Securities. Except as the board of directors may otherwise prescribe, the president or the treasurer shall have full power and authority in the name and on behalf of the corporation, subject to the instructions of the board of directors, to waive notice of, to attend, act and vote at, and to appoint any person or persons to act as proxy or attorney in fact for this corporation (with or without power of substitution) at any meeting of stockholders or shareholders of any other corporation or organization, the securities of which may be held by this corporation.

ARTICLE VI

Amendments

These by-laws may be amended or repealed at any annual or special meeting of the stockholders by the affirmative vote of a majority of the shares of capital stock then issued, outstanding and entitled to vote provided notice of the proposed amendment or repeal is given in the notice of the meeting. No change in the date fixed in these by-laws for the annual meeting of the stockholders shall be made within sixty (60) days before such date, and notice of any change in such date shall be given to all stockholders at least twenty (20) days before the new date fixed for such meeting.

If authorized by the articles of incorporation, these by-laws may also be amended or repealed in whole or in part, or new by-laws made, by the board of directors except with respect to any provision hereof which by-law, the articles of organization or these by-laws requires action by the stockholders. Not later than the time of giving notice of the meeting of stockholders next following the making, amendment or repeal by the directors of any by-laws, notice thereof stating the substance of such change shall be given to all stockholders entitled to vote on amending the by-laws. Any by-law to be made, amended or repealed by the directors may be amended or repealed by the stockholders.

Exhibit 3.71

[ILLEGIBLE]

[Initials]
Examiner

The Commonwealth of Massachusetts
OFFICE OF THE MASSACHUSETTS SECRETARY OF STATE
MICHAEL JOSEPH CONNOLLY, Secretary
ONE ASHBURTON PLACE, BOSTON, MASS. 02108
ARTICLES OF ORGANIZATION
Under G.L. Ch. 156B)
Incorporators

NAME **POST OFFICE ADDRESS**

Include given name in full in case of natural persons: in case of a corporation, give state of incorporation.

Robert Rothberg — 60 State Street, Boston, HA 02109

The above-named incorporator(s) do hereby associate (themselves) with the intention of forming a corporation under the provisions of General Laws, Chapter 156B and hereby state(s):

[Initials]
Name
Approved

1. The name by which the corporation shall be known is:

   AIHS-Utah, Inc.

2. The purpose for which the corporation is formed is as follows:

   To own and operate alcoholism centers and to carry on any business or other activity which may be lawfully carried on by a corporation organized under the Business Corporation Law of the Commonwealth of Massachusetts, whether or not related to those referred to hereinabove.

83-272075

C ☐
P ☒
M ☐
RA. ☐

8
P.C.

Note: If the space provided under any article or item on this form is insufficient, additions shall be set forth on separate 8 1/2 x 11 sheets of paper leaving a left hand margin of at least 1 inch for binding. Additions to more than one article may be continued or a single sheet long as each article requiring each such addition to clearly indicated.

3. The total number of shares and the par value, if any, of each class of stock within the corporation is authorized as follows:

	WITHOUT PAR VALUE	WITH PAR VALUE		
CLASS OF STOCK	NUMBER OF SHARES	NUMBER OF SHARES	PAR VALUE	AMOUNT
Preferred				$
Common		300,000	.01	$ 3,000

*4. If more than one class is authorized, a description of each of the different classes of stock with, if any, the preferences, voting powers, qualifications, special or relative rights or privileges as to each class thereof and any series now established:

*5. the restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are as follows:

None

*6. Other lawful provisions, If any, for the conduct and regulation of business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the power of the corporation, or of its directors or stockholders, or of any class of stockholders:

See Continuation Sheets 6A-6D.

* If there are no provisions state “None”.

CONTINUATION SHEET 6A

By-Laws

The board of directors is authorized to make, amend or repeal the by-laws of the corporation in whole or in part, except with respect to any provision thereof which by law, by these articles of organization, or by the by-laws requires action by the stockholders.

Amendments, Sale of Assets, Mergers, Consolidations, and Dissolution

Whenever an amendment to or restatement of these Articles of Organization or a sale, lease or exchange by the corporation of any of its assets, or a merger or consolidation involving the corporation, or the dissolution of the corporation is required by law to be approved by the stockholders, such action shall be properly authorized if approved by a majority of the shares outstanding and entitled to vote thereon.

Place of Meetings of The Stockholders

Meetings of the stockholders may be held anywhere in the United States.

Partnership

The corporation may be a partner in any business enterprise which the corporation would have power to conduct by itself.

Indemnification of Directors, Officers and Others

The corporation shall indemnify each person who is or was a director, officer, employee or other agent of the corporation, and each person who is or was serving at the request of the corporation as a director, trustee, officer, employee or other agent of another organization in which it directly or indirectly owns shares or of which it is directly or indirectly a creditor, against all liabilities, costs and expenses, including but not limited to amounts paid in satisfaction of judgments, in settlement or as fines and penalties, and counsel fees and disbursements, reasonably incurred by him in connection with the defense or

disposition of or otherwise in connection with or resulting from any action, suit or other proceeding, whether civil, criminal, administrative or investigative, before any court or administrative or legislative or investigative body, in which he may be or may have been involved as a party or otherwise or with which he may be or may have been threatened, while in office or thereafter, by reason of his being or having been such a director, officer, employee, agent or trustee, or by reason of any action taken or not taken in any such capacity, except with respect to any matter as to which he shall have been finally adjudicated by a court of competent jurisdiction not to have acted in good faith in the reasonable belief that his action was in the best interests of the corporation. Expenses, including but not limited to counsel fees and disbursements, so incurred by any such person in defending any such action, suit or proceeding may be paid from time to time by the corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the person indemnified to repay the amounts so paid if it shall ultimately be determined that indemnification of such expenses is not authorized hereunder.

As to any matter disposed of by settlement by any such person, pursuant to a consent decree or otherwise, no such indemnification either for the amount of such settlement or for any other expenses shall be provided unless such settlement shall be approved as in the best interests of the corporation, after notice that it involves such indemnification, (a) by a vote of a majority of the disinterested directors then in office (even though the disinterested directors be less than a quorum), or (b) by any disinterested person or persons to whom the question may be referred by vote of a majority of such disinterested directors, or (c) by vote of the holders of a majority of the outstanding stock at the time entitled to vote for directors, voting as a single class, exclusive of any stock owned by any interested persons, or (d) by any disinterested person or persons to whom the question may be referred by vote of the holders of a majority of such stock. No such approval shall prevent the recovery from any such officer, director, employee, agent or trustee of any amounts paid to him or on his behalf as indemnification in accordance with the preceding sentence if such person is subsequently adjudicated by a court of competent jurisdiction not to have acted in good faith in the reasonable belief that his action was in the best interests of the corporation.

The right of indemnification hereby provided shall not be exclusive of or affect any other rights to which any director, officer, employee, agent, or trustee may be entitled or which may lawfully be granted to him. As used herein, the terms “director,” “officer,” “employee,” “agent” and “trustee” include their respective executors, administrators and other legal representatives,

and “interested” person is one against whom the action, suit or other proceeding in question or another action, suit or other proceeding on the same or similar grounds is then or had been pending or threatened, and a “disinterested” person is a person against whom no such action, suit or other proceeding is then or had been pending or threatened.

By action of the board of directors, notwithstanding any interest of the directors in such action, the corporation may purchase and maintain insurance, in such amounts as the board of directors may from time to time deem appropriate, on behalf of any person who is or was a director, officer, employee or other agent of the corporation, or is or was serving at the request of the corporation as a director, trustee, officer, employee or other agent of another organization in which it directly or indirectly owns shares or of which it is directly or indirectly a creditor, against any liability incurred by him in any such capacity, or arising out of his status as such, whether or not the corporation would have the power to indemnify him against such liability.

Intercompany Transactions

No contract or transaction between the corporation and one or more of its directors or officers, or between the corporation and any other organization of which one or more of its directors or officers are directors, trustees or officers, or in which any of them has any financial or other interest, shall be void or voidable, or in any way affected, solely for this reason, or solely because the director or officer is present at or participates in the meeting of the board of directors or committee thereof which authorizes, approves or ratifies the contract or transaction, or solely because his or their votes are counted for such purposes, if:

(a) The material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the board of directors or the committee which authorizes, approves or ratifies the contract or transaction, and the board or committee in good faith authorizes, approves or ratifies the contract or transaction by the affirmative vote of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or

(b) The material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon,

and the contract or transaction is specifically authorized, approved or ratified in good faith by vote of the stockholders; or

(c) The contract or transaction is fair as to the corporation as of the time it is authorized, approved or ratified by the board of directors, a committee thereof, or the stockholders.

Common or interested directors may be counted in determining the presence of a quorum at a meeting of the board of directors or of a committee thereof which authorizes, approves or ratifies the contract or transaction. No director or officer of the corporation shall be liable or accountable to the corporation or to any of its stockholders or creditors or to any other person, either for any loss to the corporation or to any other person or for any gains or profits realized by such director or officer, by reason of any contract or transaction as to which clauses (a), (b) or (c) above are applicable.

7. By-laws of the corporation have been duly adopted and the initial directors, president, treasurer and clerk, whose names are set out below, have been duly elected.

8. The effective date of organization of the corporation shall be the date of filing with the Secretary of the Commonwealth or if later date is desired, specify date, (not more than 30 days after the date of filing.)

9. The following information shall not for any purpose be treated as a permanent part of the Articles of Organization of the corporation.

a. The post office address of the initial principal office of the corporation of Massachusetts is:

101 North Common Street, Lynn, MA 01902

b. The name, residence, and post office address of each of the initial directors and following officers of the corporation are as follows:

	NAME	RESIDENCE	POST OFFICE ADDRESS
President:	Bruce A. Shear	1024 Main Street Concord, MA 01742	Same
Treasurer:	Steven J. Shear	7 Waldens Hill Drive West Peabody, MA 01960	Same
Clerk:	David W. Hillis	Route 169 Charlton City, MA	P.O. Box 631 Charlton City, MA 01508
Directors:	Bruce A. Shear	See above.	See above.
	Steven J. Shear	See above.	See above.
	David W. Hillis	See above.	See above.
	Edwin G. Brown	3201 Immigration Canyon Salt Lake City, Utah 84108	Same

c. The date initially adopted on which the corporation's fiscal year ends is:

June 30

d. The date initially fixed in the by-laws for the annual meeting of stockholders of the corporation is:

Third Tuesday in October

e. The name and business address of the resident agent, if any, of the corporation is:

IN WITNESS WHEREOF and under the penalties of perjury the INCORPORATOR(S) sign(s) these Articles of Organization this 29th day of September 1983

/s/ Robert Rothberg

Robert Rothberg, sole incorporator

The signature of each incorporator which is not a natural person must be an individual who shall show the capacity in which he acts and by signing shall represent under the penalties of perjury that he is duly authorized on its behalf to sign these Articles of Organization.

198587

THE COMMONWEALTH OF MASSACHUSETTS

ARTICLES OF ORGANIZATION

GENERAL LAWS, CHAPTER 156B, SECTION 12

I hereby certify that, upon an examination of the within-written articles of organization, duly submitted to me, it appears that the provisions of the General Laws relative to the organization of corporations have been complied with, and I hereby approve said articles; and the filing fee in the amount of $150 having been paid, said articles are deemed to have been filed with me this 29th day of September 1983.

Effective date

/s/ Michael Joseph Connolly
MICHAEL JOSEPH CONNOLLY
Secretary of State

PHOTO COPY OF ARTICLES OF ORGANIZATION TO BE SENT
TO BE FILLED IN BY CORPORATION

TO: Robert Rothberg, Esquire
Choate, Hall & Stewart
60 State Street
Boston, MA 02109

Telephone (617) 227-5020

FILING FEE: 1/20 of 1% of the total amount of the authorized capital stock with par value, and one cent a share for all authorized shares without par value, but not less than $125. General Laws, Chapter 156B. Shares of stock with a par value less than one dollar shall be deemed to have par value of one dollar per share.

October [ILLEGIBLE], 1983

Copy Mailed

The Commonwealth of Massachusetts

[Initials]
Examiner

OFFICE OF THE MASSACHUSETTS SECRETARY OF STATE
MICHAEL JOSEPH CONNOLLY, Secretary
ONE ASHBURTON PLACE, BOSTON, MASSACHUSETTS 02108

ARTICLES OF AMENDMENT
General Laws, Chapter 156B, Section 72

FEDERAL IDENTIFICATION NO. 87–0401574

We Bruce A. Shear, President/ [ILLEGIBLE] and
Katherine A. Flaherty [ILLEGIBLE]/ Assistant Clerk of

AIHS-UTAH, INC.
(EXACT Name of Corporation)

located at: 36 Commerce Way, Woburn, Massachusetts 01801
(MASSACHUSETTS Address of Corporation)

[Initials]
Name Approved

do hereby certify that these ARTICLES OF AMENDMENT affecting Articles NUMBERED: _____

1
(Number those articles 1, 2, 3, 4, 5 and/or 6 being amended hereby)

of the Articles of Organization were duly adopted at a meeting held on June 30 1992, by vote of:

2,000	shares of	common stock type, class & series (if any)	out of	2,000	shares outstanding,
_____	[ILLEGIBLE]	_____ type, class & series (if any)	[ILLEGIBLE]	_____	[ILLEGIBLE]
_____	[ILLEGIBLE]	_____ type, class & series (if any)	[ILLEGIBLE]	_____	[ILLEGIBLE]

C ☐
P ☐
M ☐
R.A. ☐

CROSS OUT [ILLEGIBLE] - [1]
INAPPLICABLE CLAUSE being at least two-thirds of each type, class or series outstanding and entitled to vote thereon and of each type, class or series of stock whose rights are adversely affected thereby: - [2]

Article 1. The name by which the corporation shall be known is PHC of Utah, Inc.

4
P.C.

[1] For amendments adopted pursuant to Chapter 156B, Section 70.
[2] For amendments adopted pursuant to Chapter 156B, Section 71.

Note: If the space provided under any Amendment or item on this form is insufficient, additions shall be set forth on separate 8 1/2 x 11 sheets of paper leaving a left-hand margin of at least 1 inch for binding. Additions to more than one Amendment may be continued on a single sheet so long as each Amendment requiring each such addition is clearly indicated.

To **CHANGE** the number of shares and the par value (if any) of any type, class or series of stock which the corporation is authorized to issue, fill in the following:

The total presently authorized is:

WITHOUT PAR VALUE STOCKS		WITH PAR VALUE STOCKS		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
COMMON:		COMMON:		
PREFERRED:		PREFERRED:		

CHANGE the total authorized to:

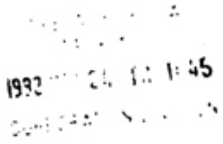
WITHOUT PAR VALUE STOCKS		WITH PAR VALUE STOCKS		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
COMMON:		COMMON:		
PREFERRED:		PREFERRED:		

The foregoing amendment will become effective when these articles of amendment are filed in accordance with Chapter 156B, Section 6 of The General Laws unless these articles specify, in accordance with the vote adopting the amendment, a later effective date not more than thirty days after such filing, in which event the amendment will become effective on such later date. **EFFECTIVE DATE:** 11/24/92

IN WITNESS WHEREOF AND UNDER THE PENALTIES OF PERJURY, we have hereunto signed our names this 24th day of November, in the year 1992.

/s/ Illegible Signature President/Vice President

/s/ Illegible Signature Clerk/Assistant Clerk



THE COMMONWEALTH OF MASSACHUSETTS

ARTICLES OF AMENDMENT

GENERAL LAWS, CHAPTER 156B, SECTION 72

I hereby approve the within articles of amendment and, the filing fee in the amount of $100.00 having been paid, said articles are deemed to have been filed with me this 24th day of NOVEMBER, 1992

/s/ MICHAEL JOSEPH CONNOLLY
MICHAEL JOSEPH CONNOLLY
Secretary of State

TO BE FILLED IN BY CORPORATION

PHOTOCOPY OF ARTICLES OF AMENDMENT TO BE SENT

TO: Katherine A. Flaherty
36 [Illegible]
[Illegible], MA 01801
Telephone: 617-938-8888

Exhibit 3.72

AMENDED AND RESTATED BY-LAWS

OF

PHC OF UTAH, INC.

(as of November 30, 2011)

ARTICLE I

Stockholders

Section 1. Annual Meeting. The annual meeting of the stockholders shall be held within six months of the end of the corporation's fiscal year as fixed by the board of directors for the purpose of electing directors and for such other purposes as may be determined as hereinafter provided. The hour and place of such meeting and the purposes for which such meeting is to be held in addition to that specified above shall be determined in each year by the board of directors or, in the absence of action by the board, by the president. If no annual meeting has been held in the period fixed above, a special meeting may be held in lieu thereof with all the force and effect of an annual meeting.

Section 2. Special Meetings. Special meetings of the stockholders may be called at any time by the president or by the board of directors and shall be called by the clerk, or in case of the death, absence, incapacity or refusal of the clerk, by any other officer, upon written application of one or more stockholders who hold at least one-tenth part in interest of the capital stock entitled to vote thereat. Such application shall specify the purposes for which the meeting is to be called and may designate the date, hour and place of such meeting, provided, however, that no such application shall designate a date not a full business day or an hour not within normal business hours as the date or hour of such meeting without the approval of the president or the board of directors.

Section 3. Place of Meetings. Meetings of the stockholders may be held anywhere within, but not without, the United States.

Section 4. Notice. Except as hereinafter provided, a written or printed notice of every meeting of stockholders stating the place, date, hour and purposes thereof shall be given by the clerk or an assistant clerk (or by any other officer in the case of an annual meeting or by the person or persons calling the meeting in the case of a special meeting) at least ten (10) days before the meeting to each stockholder entitled to vote thereat and to each stockholder who, by law, by the articles of organization or by these by-laws, is entitled to such notice, by leaving such notice with him or at his residence or usual place of business or by mailing it, postage prepaid, addressed to him at his address as it appears upon the records of the corporation. No notice of the place, date, hour or purposes of any annual or special meeting of stockholders need be given to a stockholder if a written waiver of such

notice, executed before or after the meeting by such stockholder or his attorney thereunto authorized, is filed with the records of the meeting.

Section 5. Action at a Meeting. Except as otherwise provided in the articles of organization, the presence of a quorum shall be separately determined with respect to each matter to be acted on at any meeting of stockholders, and shall consist of the holders of shares having the right to cast a majority of the votes which may be cast with respect to such matter. Though less than a quorum be present, any meeting may without further notice be adjourned to a subsequent date or until a quorum be had, and at any such adjourned meeting any business may be transacted which might have been transacted at the original meeting.

When a quorum is present at any meeting, the affirmative vote of a majority of the shares of stock present or represented and voting shall be necessary and sufficient to the determination of any questions brought before the meeting, unless a larger vote is required by law, by the articles of organization or by these by-laws, provided, however, that any election by stockholders shall be determined by a plurality of the votes cast by the stockholders entitled to vote in such election.

Except as otherwise provided by law or by the articles or organization or by these by-laws, each holder of record of shares of stock entitled to vote on any matter shall have one vote for each such share held of record by him and a proportionate vote for any fractional shares so held by him. Stockholders may vote either in person or by proxy. No proxy dated more than six months before the meeting named therein shall be valid and no proxy shall be valid after the final adjournment of such meeting. A proxy with respect to stock held in the name of two or more persons shall be valid if executed by anyone of them unless at or prior to the exercise of the proxy the corporation receives a specific written notice to the contrary from anyone of them. A proxy purporting to be executed by or on behalf of a stockholder shall be deemed valid unless challenged at or prior to its exercise and the burden of proving its invalidity shall rest on the challenger.

Any election by stockholders and the determination of any other questions to come before a meeting of the stockholders shall be by ballot if so requested by any stockholder entitled to vote thereon but need not be otherwise.

Section 6. Stockholder Proposals. Written notification of any stockholder proposal to be acted upon at an annual meeting of stockholders of the corporation must be provided to the corporation at least 120 calendar days in advance of the date of the corporation’s proxy statement released to stockholders in connection with the previous year’s annual meeting of stockholders. Written notification of any stockholder proposal to be acted upon at any meeting of the stockholders of the corporation other than an annual meeting must be provided to the corporation at least 180 calendar days before the meeting at which such proposal is to be acted upon.

Section 7. Action by Written Consent. Any action required to be taken at any annual or special meeting of stockholders of the corporation, or any action which may be taken at

any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken and bearing the dates of signature of the stockholders who signed the consent or consents, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the corporation by delivery to the corporation's principal place of business, or an officer or agent of the corporation having custody of the book or books in which proceedings of meetings of the stockholders are recorded.

ARTICLE II

Directors

Section 1. Number and Election. Except as otherwise provided by law or by the articles of organization, the number of directors for the ensuing year shall be determined by the board of directors. The number of directors so determined shall be elected at the annual meeting of the stockholders by such stockholders as have the right to vote thereon. The stockholders may, at any special meeting held for the purpose, increase or decrease the number of directors as thus determined and elect new directors to complete the number so determined or remove directors to reduce the number of directors to the number so determined. Except as otherwise provided by law or by the articles of organization, the board of directors may, by vote of a majority of the directors then in office, increase the number of directors determined by the stockholders and elect new directors to complete the number so determined. No director need be a stockholder.

Section 2. Term. Except as otherwise provided by law, by the articles of organization or by these by-laws, the directors shall hold office until the next annual meeting of stockholders and until their successors are chosen and qualified.

Section 3. Resignations. Any director may resign by delivering his written resignation to the corporation at its principal office or to the president or clerk or if there be one, to the secretary. Such resignation shall become effective at the time or upon the happening of the condition, if any, specified therein or, if no such time or condition is specified, upon its receipt.

Section 4. Removal. At any meeting of the stockholders called: for the purpose any director may be removed from office with or without cause by the vote of a majority of the class of shares issued, outstanding and entitled to vote in the election of said director. At any meeting of the board of directors any director may be removed from office for cause by vote of a majority of the directors then in office. A director may be removed for cause only after a reasonable notice and opportunity to be heard before the body proposing to remove him.

Section 5. Vacancies. Vacancies in the board of directors may be filled by vote of a majority of the remaining directors elected by that class of stockholders which elected the

director whose office has been vacated or, if not yet so filled, by majority vote of the class of stockholders which elected the director whose office has been vacated.

Section 6. Regular Meetings. Regular meetings of the board of directors may be held at such times and places within or without the Commonwealth of Massachusetts as the board of directors may fix from time to time and, when so fixed, no notice thereof need be given. The first meeting of the board of directors following the annual meeting of the stockholders shall be held without notice immediately after and at the same place as the annual meeting of the stockholders or the special meeting held in lieu thereof. If in any year a meeting of the board of directors is not held at such time and place, any elections to be held or business to be transacted at such meeting may be held or transacted at any later meeting of the board of directors with the same force and effect as if held or transacted at such meeting.

Section 7. Special Meetings. Special meetings of the board of directors may be called at any time by the president or secretary (or, if there be no secretary, the clerk) or by any director. Such special meetings may be held anywhere within or without the Commonwealth of Massachusetts. A written, printed or telegraphic notice stating the place, date and hour (but not necessarily the purposes) of the meeting shall be given by the secretary or an assistant secretary (or, if there be no secretary or assistant secretary, the clerk or an assistant clerk) or by the officer or director calling the meeting at least forty-eight (48) hours before such meeting to each director by leaving such notice with him or at his residence or usual place of business or by mailing it, postage prepaid, or sending it by prepaid telegram, addressed to him at his last known address. No notice of the place, date or hour of any meeting of the board of directors need be given to any director if a written waiver of such notice, executed by him before or after the meeting, is filed with the records of the meeting, or to any director who attends the meeting without protesting prior thereto or at its commencement the lack of notice to him.

Section 8. Action at a Meeting. At any meeting of the board of directors, a majority of the directors then in office shall constitute a quorum. Though less than a quorum be present, any meeting may without further notice be adjourned to a subsequent date or until a quorum be had. When a quorum is present at any meeting a majority of the directors present may take any action on behalf of the board except to the extent that a larger number is required by law, by the articles or organization or by these by-laws.

Section 9. Action Without a Meeting. Any action required or permitted to be taken at any meeting of the directors may be taken without a meeting if all the directors consent to the action in writing and the written consents are filed with the records of the meetings of the directors. Such consents shall be treated for all purposes as a vote at a meeting.

Section 10. Powers. The board of directors shall have and may exercise all the powers of the corporation, except such as by law, by the articles of organization or by these by-laws are conferred upon or reserved to the stockholders. In the event of any vacancy in the board of directors, the remaining directors then in office, except as otherwise provided by

law, shall have and may exercise all of the powers of the board of directors until the vacancy is filled.

Section 11. Committees. The board of directors may elect from the board an executive committee or one or more other committees and may delegate to any such committee or committees any or all of the powers of the board except those which by law, by the articles of organization or by these by-laws may not be so delegated. Such committees shall serve at the pleasure of the board of directors. Except as the board of directors may otherwise determine, each such committee may make rules for the conduct of its business, but, unless otherwise determined by the board or in such rules, its business shall be conducted as nearly as may be as is provided in these by-laws for the conduct of the business of the board of directors.

Section 12. Meeting by Telecommunications. Members of the board of directors or any committee elected thereby may participate in a meeting of such board of committee by means of a conference telephone or similar communications equipment by means of which all persons participating in a meeting can hear each other at the same time and participation by such means shall constitute presence in person at the meeting.

ARTICLE III

Officers

Section 1. Enumeration. The officers of the corporation shall consist of a president, a treasurer and a clerk and such other officers, including without limitation a chairman of the board of directors, a secretary and one or more vice presidents, assistant treasurers, assistant clerks and assistant secretaries, as the board of directors may from time to time determine.

Section 2. Qualifications. No officer need be a stockholder or a director. The same person may hold at the same time one or more offices unless otherwise provided by law. The clerk shall be a resident of Massachusetts unless the corporation shall have a resident agent. Any officer may be required by the board of directors to give a bond for the faithful performance of his duties in such form and with such sureties as the board may determine.

Section 3. Elections. The president, treasurer and clerk shall be elected annually by the board of directors at its first meeting following the annual meeting of the stockholders. All other officers shall be chosen or appointed by the board of directors.

Section 4. Term. Except as otherwise provided by law, by the articles of organization or by these by-laws, the president, treasurer and clerk shall hold office until the first meeting of the board of directors following the next annual meeting of the stockholders and until their respective successors are chosen and qualified. All other officers shall hold office until the first meeting of the board of directors following the next annual meeting of the

stockholders, unless a shorter time is specified in the vote choosing or appointing such officer or officers.

Section 5. Resignations. Any officer may resign by delivering his written resignation to the corporation at its principal office or to the president or clerk, or, if there be one, to the secretary. Such resignation shall be effective at the time or upon the happening of the condition, if any, specified therein or, if no such time or condition is specified, upon its receipt.

Section 6. Removal. Any officer may be removed from office with or without cause by vote of a majority of the directors then in office. An officer may be removed for cause only after a reasonable notice and opportunity to be heard before the board of directors.

Section 7. Vacancies. Vacancies in any office may be filled by the board of directors.

Section 8. Certain Duties and Powers. The officers designated below, subject at all times to these by-laws and to the direction and control of the board of directors, shall have and may exercise the respective duties and powers set forth below:

The Chairman of the Board of Directors. The chairman of the board of directors, if there be one, shall, when present, preside at all meetings of the board of directors.

The President. The president shall be the chief executive officer of the corporation and shall have general operating charge of its business. Unless otherwise prescribed by the board of directors, he shall, when present, preside at all meetings of the stockholders, and, if a director, at all meetings of the board of directors unless there be a chairman of the board of directors who is present at the meeting.

The Treasurer. The treasurer shall be the chief financial officer of the corporation and shall cause to be kept accurate books of account.

The Clerk. The clerk shall keep a record of all proceedings of the stockholders and, if there be no secretary, shall also keep a record of all proceedings of the board of directors. In the absence of the clerk from any meeting of the stockholders or, if there be no secretary, from any meeting of the board of directors, an assistant clerk, if there be one, otherwise a clerk pro tempore designated by the person presiding at the meeting, shall perform the duties of the clerk at such meeting.

The Secretary. The secretary, if there be one, shall keep a record of all proceedings of the board of directors. In the absence of the secretary, if there be one, from any meeting of the board of directors, an assistant secretary, if there be one, otherwise a secretary pro tempore designated by the person presiding at the meeting, shall perform the duties of the secretary at such meeting.

Section 9. Other Duties and Powers. Each officer, subject at all times to these by-laws and to the direction and control of the board of directors, shall have and may exercise, in addition to the duties and powers specifically set forth in these by-laws, such duties and powers as are prescribed by law, such duties and powers as are commonly incident to his office and such duties and powers as the board of directors may from time to time prescribe.

ARTICLE IV

Capital Stock

Section 1. Amount and Issuance. The total number of shares and the par value, if any, of each class of stock which the corporation is authorized to issue shall be stated in the articles of organization. The directors may at any time issue all or from time to time any part of the unissued capital stock of the corporation from time to time authorized under the articles of organization, and may determine, subject to any requirements of law, the consideration for which stock is to be issued and the manner of allocating such consideration between capital and surplus.

Section 2. Certificates. Each stockholder shall be entitled to a certificate or certificates stating the number and the class and the designation of the series, if any, of the shares held by him, and otherwise in form approved by the board of directors. Such certificate or certificates shall be signed by the president or a vice president and by the treasurer or an assistant treasurer. Such signatures may be facsimiles if the certificate is signed by a transfer agent, or by a registrar, other than a director, officer or employee of the corporation. In case any officer who has signed or whose facsimile signature has been placed on such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the corporation with the same effect as if he were such officer at the time of its issue.

Every certificate issued for shares of stock at a time when such shares are subject to any restriction on transfer pursuant to the articles of organization, these by-laws or any agreement to which the corporation is a party shall have the restriction noted conspicuously on the certificate and shall also set forth on the face or back of the certificate either (i) the full text of the restriction or (ii) a statement of the existence of such restriction and a statement that the corporation will furnish a copy thereof to the holder of such certificate upon written request and without charge.

Every certificate issued for shares of stock at a time when the corporation is authorized to issue more than one class or series of stock shall set forth on the face or back of the certificate either (i) the full text of the preferences, voting powers, qualifications and special and relative rights of the shares of each class and series, if any, authorized to be issued, as set forth in the articles of organization or (ii) a statement of the existence of such preferences, powers, qualifications and rights and a statement that the corporation

will furnish a copy thereof to the holder of such certificate upon written request and without charge.

Section 3. Transfers. The board of directors may make such rules and regulations not inconsistent with the law, with the articles of organization or with these by-laws as it deems expedient relative to the issue, transfer and registration of stock certificates. The board of directors may appoint a transfer agent and a registrar of transfers or either and require all stock certificates to bear their signatures. Except as otherwise provided by law, by the articles of organization or by these by-laws, the corporation shall be entitled to treat the record holder of any shares of stock as shown on the books of the corporation as the holder of such shares for all purposes, including the right to receive notice of and to vote at any meeting of stockholders and the right to receive any dividend or other distribution in respect of such shares.

Section 4. Record Date. The board of directors may fix in advance a time, which shall be not more than sixty (60) days before the date of any meeting of stockholders or the date for the payment of any dividend or the making of any distribution to stockholders or the last day on which the consent or dissent of stockholders may be effectively expressed for any purpose, as the record date for determining the stockholders having the right to notice of and to vote at such meeting and any adjournment thereof or the right to receive such dividend or distribution or the right to give such consent or dissent, and in such case only stockholders of record on such record date shall have such right, notwithstanding any transfer of stock on the books of the corporation after the record date.

Section 5. Lost Certificates. The board of directors may, except as otherwise provided by law, determine the conditions upon which a new certificate of stock may be issued in place of any certificate alleged to have been lost, mutilated or destroyed.

ARTICLE V

Miscellaneous provisions

Section 1. Fiscal Year. The fiscal year of the corporation shall begin on the first day of January in each year and end on the last day of December next following.

Section 2. Corporate Seal. The seal of the corporation shall be in such form as shall be determined from time to time by the board of directors.

Section 3. Corporation Records. The original, or attested copies, of the articles of organization, by-laws and records of all meetings of the incorporators and stockholders, and the stock and transfer records, which shall contain the names of all stockholders and the record address and the amount of stock held by each, shall be kept in the Commonwealth of Massachusetts at the principal office of the corporation in said Commonwealth or at an office of the transfer agent or of its clerk or of its resident agent, if any. Said copies and records need not all be kept in the same office. They shall be available at all reasonable times to inspection by any stockholder for any proper purpose

but not if the purpose for which such inspection is sought is to secure a list of stockholders or other information for the purpose of selling said list or information or copies thereof or of using the same for a purpose other than the interest of the applicant, as a stockholder, relative to the affairs of the corporation.

Section 4. Voting of Securities. Except as the board of directors may otherwise prescribe, the president or the treasurer shall have full power and authority in the name and on behalf of the corporation, subject to the instructions of the board of directors, to waive notice of, to attend, act and vote at, and to appoint any person or persons to act as proxy or attorney in fact for this corporation (with or without power of substitution) at any meeting of stockholders or shareholders of any other corporation or organization, the securities of which may be held by this corporation.

ARTICLE VI

Amendments

These by-laws may be amended or repealed at any annual or special meeting of the stockholders by the affirmative vote of a majority of the shares of capital stock then issued, outstanding and entitled to vote provided notice of the proposed amendment or repeal is given in the notice of the meeting. No change in the date fixed in these by-laws for the annual meeting of the stockholders shall be made within sixty (60) days before such date, and notice of any change in such date shall be given to all stockholders at least twenty (20) days before the new date fixed for such meeting.

If authorized by the articles of incorporation, these by-laws may also be amended or repealed in whole or in part, or new by-laws made, by the board of directors except with respect to any provision hereof which by-law, the articles of organization or these by-laws requires action by the stockholders. Not later than the time of giving notice of the meeting of stockholders next following the making, amendment or repeal by the directors of any by-laws, notice thereof stating the substance of such change shall be given to all stockholders entitled to vote on amending the by-laws. Any by-law to be made, amended or repealed by the directors may be amended or repealed by the stockholders.

[Initials]
Examiner

NOTE: ONCE DOCUMENT IS ACCEPTED AND FILED, CHANGES MUST BE BY AMENDMENT OR CERTIFICATE OF CHANGE ONLY !

[Initials]
Approved

C ☑
P ☐
M ☐
K.A. ☐

9
P.C.

The Commonwealth of Massachusetts
OFFICE OF THE MASSACHUSETTS SECRETARY OF STATE
MICHAEL JOSEPH CONNOLLY, Secretary
ONE ASHBURTON PLACE, BOSTON, MASS. 02108
ARTICLES OF ORGANIZATION
(Under G.L. Ch. 156B)
Incorporators

NAME	**POST OFFICE ADDRESS**
Include given name in full in case of natural persons; in case of a corporation, give state of incorporation.	
Bruce A. Shear	1024 Main Street Concord, MA 01742

The above-named incorporator(s) do hereby associate (themselves) with the intention of forming a corporation under the provisions of General Laws, Chapter 156B and hereby state(s):

1. The name by which the corporation shall be known is:

   AIHS of Springfield, Inc.

2. The purpose for which the corporation is formed is as follows:

   To own and operate alcoholism centers and to carry on any business or other activity which may be lawfully carried on by a corporation organized under the Business Corporation Law of the Commonwealth of Massachusetts, whether or not related to those referred to hereinabove.

85 338053

Note: If the space provided under any article or item on this form is insufficient additions shall be set forth on separate 8 1/2 x 11 sheets of paper leaving a left hand margin of at least 1 inch for binding. Additions to more than one article may be continued on a single sheet so long as each article requiring each such addition is clearly indicated.

3. The total number of shares and the par value, if any, of each class of stock within the corporation is authorized as follows:

	WITHOUT PAR VALUE	WITH PAR VALUE		
CLASS OF STOCK	NUMBER OF SHARES	NUMBER OF SHARES	PAR VALUE	AMOUNT
Preferred	—	—	—	$ —
Common	—	300,000	$ .01	$3,000.00

*4. If more than one class is authorized, a description of each of the different classes of stock with, if any, the preferences, voting powers, qualifications, special or relative rights or privileges as to each class thereof and any series now established:

None.

*5. The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are as follows:

None.

*6. Other lawful provisions, if any, for the conduct and regulation of business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or stockholders, or of any class of stockholders:

See Continuation Sheets 6A through 6D attached hereto and incorporated herein.

* If there are no provisions state “None”

CONTINUATION SHEET 6A

By-Laws

The board of directors is authorized to make, amend or repeal the by-laws of the corporation in whole or in part, except with respect to any provision thereof which by law, by these articles of organization, or by the by-laws requires action by the stockholders.

Amendments, Sale of Assets, Mergers, Consolidations, and Dissolution

Whenever an amendment to or restatement of these Articles of Organization or a sale, lease or exchange by the corporation of any of its assets, or a merger or consolidation involving the corporation, or the dissolution of the corporation is required by law to be approved by the stockholders, such action shall be properly authorized if approved by a majority of the shares outstanding and entitled to vote thereon.

Place of Meetings of The Stockholders

Meetings of the stockholders may be held anywhere in the United States.

Partnership

The corporation may be a partner in any business enterprise which the corporation would have power to conduct by itself.

Indemnification of Directors, Officers and Others

The corporation shall indemnify each person who is or was a director, officer, employee or other agent of the corporation, and each person who is or was serving at the request of the corporation as a director, trustee, officer, employee or other agent of another organization in which it directly or indirectly owns shares or of which it is directly or indirectly a credit, against all liabilities, costs and expenses, including but not limited to amounts paid in satisfaction of judgments, in settlement or as fines and penalties, and counsel fees and disbursements, reasonably incurred by him in connection with the defense or

disposition of or otherwise in connection with or resulting from any action, suit or other proceeding, whether civil, criminal, administrative or investigative, before any court or administrative or legislative or investigative body, in which he may be or may have been involved as a party or otherwise or with which he may be or may have been threatened, while in office or thereafter, by reason of his being or having been such a director, officer, employee, agent or trustee, or by reason of any action taken or not taken in any such capacity, except with respect to any matter as to which he shall have been finally adjudicated by a court of competent jurisdiction not to have acted in good faith in the reasonable belief that his action was in the best interests of the corporation. Expenses, including but not limited to counsel fees and disbursements, so incurred by any such person in defending any such action, suit or proceeding may be paid from time to time by the corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the person indemnified to repay the amounts so paid if it shall ultimately be determined that indemnification of such expenses is not authorized hereunder.

As to any matter disposed of by settlement by any such person, pursuant to a consent decree or otherwise, no such indemnification either for the amount of such settlement or for any other expenses shall be provided unless such settlement shall be approved as in the best interests of the corporation, after notice that it involves such indemnification, (a) by a vote of a majority of the disinterested directors then in office (even though the disinterested directors be less than a quorum), or (b) by any disinterested person or persons to whom the question may be referred by vote of a majority of such disinterested directors, or (c) by vote of the holders of a majority of the outstanding stock at the time entitled to vote for directors, voting as a single class, exclusive of any stock owned by any interested persons, or (d) by any disinterested person or persons to whom the question may be referred by vote of the holders of a majority of such stock. No such approval shall prevent the recovery from any such officer, director, employee, agent or trustee of any amounts paid to him or on his behalf as indemnification in accordance with the preceding sentence if such person is subsequently adjudicated by a court of competent jurisdiction not to have acted in good faith in the reasonable belief that his action was in the best interests of the corporation.

The right of indemnification hereby provided shall not be exclusive of or affect any other rights to which any director, officer, employee, agent, or trustee may be entitled or which may lawfully be granted to him. As used herein, the terms “director,” “officer,” “employee,” “agent” and “trustee” include their respective executors, administrators and other legal representatives,

and “interested” person is one against whom the action, suit or other proceeding in question or another action, suit or other proceeding on the same or similar grounds is then or had been pending or threatened, and a “disinterested” person is a person against whom no such action, suit or other proceeding is then or had been pending or threatened.

By action of the board of directors, notwithstanding any interest of the directors in such action, the corporation may purchase and maintain insurance, in such amounts as the board of directors may from time to time deem appropriate, on behalf of any person who is or was a director, officer, employee or other agent of the corporation, or is or was serving at the request of the corporation as a director, trustee, officer, employee or other agent of another organization in which it directly or indirectly owns shares or of which it is directly or indirectly a creditor, against any liability incurred by him in any such capacity, or arising out of his status as such, whether or not the corporation would have the power to indemnify him against such liability.

Intercompany Transactions

No contract or transaction between the corporation and one or more of its directors or officers, or between the corporation and any other organization of which one or more of its directors or officers are directors, trustees or officers, or in which any of them has any financial or other interest, shall be void or voidable, or in any way affected, solely for this reason, or solely because the director or officer is present at or participates in the meeting of the board of directors or committee thereof which authorizes, approves or ratifies the contract or transaction, or solely because his or their votes are counted for such purposes, if:

(a) The material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the board of directors or the committee which authorizes, approves or ratifies the contract or transaction, and the board or committee in good faith authorizes, approves or ratifies the contract or transaction by the affirmative vote of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or

(b) The material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon,

and the contract or transaction is specifically authorized, approved or ratified in good faith by vote of the stockholders; or

(c) The contract or transaction is fair as to the corporation as of the time it is authorized, approved or ratified by the board of directors, a committee thereof, or the stockholders.

Common or interested directors may be counted in determining the presence of a quorum at a meeting of the board of directors or of a committee thereof which authorizes, approves or ratifies the contract or transaction. No director or officer of the corporation shall be liable or accountable to the corporation or to any of its stockholders or creditors or to any other person, either for any loss to the corporation or to any other person or for any gains or profits realized by such director or officer, by reason of any contract or transaction as to which clauses (a), (b) or (c) above are applicable.

Secretary of State's Office
Corporation Division
One Ashburton Place
Boston, Massachusetts 02108

Dear Sir/Madam:

The undersigned President of AIHS-Utah, Inc. hereby consents to the use of the name AIHS of Springfield, Inc. as the name of the corporation being formed on this day.

Very truly yours,

AIHS-Utah, Inc.

By: /s/ Bruce A. Shear
Bruce A. Shear, President

7. By-laws of the corporation have been duly adopted and the initial directors, president, treasurer and clerk, whose names are set out below, have been duly elected.

8. The effective date of organization of the corporation shall be the date of filing with the Secretary of the Commonwealth or if later date is desired, specify date, (not more than 30 days after the date of filing.)

9. The following information shall not for any purpose be treated as a permanent part of the Articles of Organization of the corporation.

a. The post office address of the initial principal office of the corporation of Massachusetts is:

36 Commerce Way, Woburn, MA 01801

b. The name, residence, and post office address of each of the initial directors and following officers of the corporation are as follows:

	NAME	RESIDENCE	POST OFFICE ADDRESS
President:	Bruce A. Shear	1024 Main Street Concord, MA 01742	Same
Treasurer:	Steven J. Shear	7 Walden Hill Drive West Peabody, MA 01960	Same
Clerk:	Bruce A. Shear	Same as above	Same
Directors:	Bruce A. Shear	Same as above	Same
	Steven J. Shear	Same as above	Same

c. The date initially adopted on which the corporation's fiscal year ends is:

June 30

d. The date initially fixed in the by-laws for the annual meeting of stockholders of the corporation is:

Third Tuesday in October

e. The name and business address of the resident agent, if any, of the corporation is:

N/A

IN WITNESS WHEREOF and under the penalties of perjury the INCORPORATOR(S) sign(s) these Articles of Organization this 4th day of December 1985.

/s/ Bruce A. Shear

Bruce A. Shear, Sole Incorporator

The signature of each incorporator which is not a natural person must be an individual who shall show the capacity in which he acts and by signing shall represent under the penalties of perjury that he is duly authorized on its behalf to sign these Articles of Organization.

230678

THE COMMONWEALTH OF MASSACHUSETTS

ARTICLES OF ORGANIZATION

GENERAL LAWS, CHAPTER 156B, SECTION 12

I hereby certify that, upon an examination of the within written articles of organization, duly submitted to me, it appears that the provisions of the General Laws relative to the organization of corporations have been complied with, and I hereby approve said articles; and the filing fee in the amount of $150.00 having been paid, said articles deemed to have been filed with me this 4th day of December 1985.

Effective date

/s/ Michael Joseph Connolly
MICHAEL JOSEPH CONNOLLY
Secretary of State

PHOTO COPY OF ARTICLES OF ORGANIZATION TO BE SENT TO BE FILLED IN BY CORPORATION

TO: Sheryl F. Bailey
Choate, Hall & Stewart
Exchange Place
53 State Street
Boston, MA 02109

Telephone (617) 227-5020

FILING FEE: 1/20 of 1 % of the total amount of the authorized capital stock with par value and one cent a share for all authorized shares without par value, but not less than $150 General Laws, Chapter 156B. Shares of stock with a par value less than one dollar shall be deemed to have par value of one dollar per share.

Copy Mailed

[Initials]
Examiner

FORM CD-72-30M-3/83-172595

The Commonwealth of Massachusetts
OFFICE OF THE MASSACHUSETTS SECRETARY OF STATE
MICHAEL JOSEPH CONNOLLY, Secretary
ONE ASHBURTON PLACE, BOSTON, MASS. 02108

FEDERAL IDENTIFICATION NO. 000230678

ARTICLES OF AMENDMENT

General Laws, Chapter 156B, Section 72

This certificate must be submitted to the Secretary of the Commonwealth within sixty days after the date of the vote of stockholders adopting the amendment. The fee for filing this certificate is prescribed by General Laws, Chapter 156B, Section 114. Make check payable to the Commonwealth of Massachusetts.

[Initials]
Name Approved

[ILLEGIBLE] I, Bruce A. Shear , President/[ILLEGIBLE] and , Clerk/[ILLEGIBLE] of

AIHS of Springfield, Inc.
(Name of Corporation)

located at 36 Commerce Way, Woburn, MA 01801

do hereby certify that the following amendment to the articles of organization of the corporation was duly adopted [ILLEGIBLE] by Unanimous Written Consent of Sole Stockholder dated April 21, 1987, by vote of

100	shares of	Common (Class of Stock)	out of	100	shares outstanding,
	shares of	(Class of Stock)	out of		shares outstanding, and
	shares of	(Class of Stock)	out of		shares outstanding,

being at least a majority of each class outstanding and entitled to vote thereon:-[2]

C ☐
P ☐
M ☐

CROSS OUT INAPPLICABLE CLAUSE

[ILLEGIBLE]

[Initials]
[ILLEGIBLE]

VOTED: That the name of the Corporation be and it hereby is changed to “AIHS of Virginia, Inc.”

[1] For amendments adopted pursuant to Chapter 156B Section 70
[2] For amendments adopted pursuant to Chapter 156B Section 71

Note: If the space provided under any Amendment or item on this form is insufficient, additions shall be set forth on separate 8 1/2 x 11 sheets of paper leaving a left-hand margin of at least 1 inch for binding. Additions to more than one Amendment may be continued on a single sheet so long as each Amendment requiring each such addition is clearly indicated.

TO CHANGE the number of shares and the par value, if any, of each class of stock within the corporation fill in the following:

The total presently authorized is:

KIND OF STOCK	NO PAR VALUE NUMBER OF SHARES	WITH PAR VALUE NUMBER OF SHARES	PAR VALUE
COMMON			
PREFERRED			

CHANGE the total to:

KIND OF STOCK	NO PAR VALUE NUMBER OF SHARES	WITH PAR VALUE NUMBER OF SHARES	PAR VALUE
COMMON			
PREFERRED			

The foregoing amendment will become effective when these articles of amendment are filed in accordance with Chapter 156B, Section 6 of The General Laws unless these articles specify, in accordance with the vote adopting the amendment, a later effective date not more than thirty days after such filing, in which event the amendment will become effective on such later date.

IN WITNESS WHEREOF AND UNDER THE PENALTIES OF PERJURY, we have hereto signed our names this 27th day of April in the year 1987

/s/ Bruce A. Shear
Bruce A. Shear

President /[ILLEGIBLE]
and
Clerk / [ILLEGIBLE]

THE COMMONWEALTH OF MASSACHUSETTS

ARTICLES OF AMENDMENT

(General Laws, Chapter 156B, Section 72)

I hereby approve the within articles of amendment and, the filing fee in the amount of $75.00 having been paid, said articles are deemed to have been filed with me this 29th day of April, 1987.

/s/ Michael J Connolly
MICHAEL JOSEPH CONNOLLY
Secretary of State

TO BE FILLED IN BY CORPORATION

PHOTO COPY OF AMENDMENT TO BE SENT

TO William F. Grieco, Esquire
Choate, Hall & Stewart
Exchange Place
53 State Street

Boston, MA 02109

Telephone (617) 227-5020

[Initials]
Examiner

The Commonwealth of Massachusets

OFFICE OF THE MASSACHUSETTS SECRETARY OF STATE
MICHAEL JOSEPH CONNOLLY, Secretary
ONE ASHBURTON PLACE, BOSTON, MASSACHUSETTS 02108

ARTICLES OF AMENDMENT
General Laws, Chapter 156B, Section 72

FEDERAL IDENTIFICATION
NO. 04-2901824

We Bruce A. Shear, President/[ILLEGIBLE] and
Katherine A. Flaherty [ILLEGIBLE] Assistant Clerk of

AIHS of Virginia, Inc.
(EXACT Name of Corporation)

located at: 36 Commerce Way, Woburn, Massachusetts 01801
(MASSACHUSETTS Address of Corporation)

do hereby certify that these ARTICLES OF AMENDMENT affecting Articles NUMBERED: 1
(Number those articles 1, 2, 3, 4, 5 and/or 6 being amended hereby)

[Initials]
Name Approved

of the Articles of Organization were duly adopted at a meeting held on June 30 1992, by vote of:

100	shares of	common stock type, class & series, (if any)	out of	100	shares outstanding,
	[ILLEGIBLE]		[ILLEGIBLE]		[ILLEGIBLE]
		type, class & series, (if any)			
	[ILLEGIBLE]		[ILLEGIBLE]		[ILLEGIBLE]
		type, class & series, (if any)			

CROSS OUT INAPPLICABLE CLAUSE

[ILLEGIBLE] - [1]
being at least two-thirds of each type, class or series outstanding and entitled to vote thereon and of each type, class or series of stock whose rights are adversely affected thereby: - [2]

Article 1. The name by which the corporation shall be known is PHC of Virginia, Inc.

C ☐
P ☐
M ☐
R.A ☐

[1] For amendment adopted pursuant to Chapter 156B, Section 70
[2] For amendments adopted pursuant to Chapter 156B, Section 71

Note: If the space provided under any Amendment or item on this form is insufficient, additions shall be set forth on separate 8 1/2 x 11 sheets of paper leaving a left-hand margin of at least 1 inch for binding. Additions to more than one Amendment may be continued on a single sheet so long as each Amendment requiring each such addition is clearly indicated.

[Initials]
[ILLEGIBLE]

To **CHANGE** the number of shares and the par value (if any) of any type, class or series of stock which the corporation is authorized to issue, fill in the following:

The total presently authorized is:

WITHOUT PAR VALUE STOCKS		WITH PAR VALUE STOCKS		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
COMMON:		COMMON:		
PREFERRED:		PREFERRED:		

CHANGE the total authorized to:

WITHOUT PAR VALUE STOCKS		WITH PAR VALUE STOCKS		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
COMMON:		COMMON:		
PREFERRED:		PREFERRED:		

The foregoing amendment will become effective when these articles of amendment are filed in accordance with Chapter 156B, Section 6 of The General Laws unless these articles specify, in accordance with the vote adopting the amendment, a later effective date not more than thirty days after such filing, in which event the amendment will become effective on such later date. **EFFECTIVE DATE:** 11/24/92

IN WITNESS WHEREOF AND UNDER THE PENALTIES OF PERJURY, we have hereunto signed our names this 24th day of November, in the year 1992.

/s/ Illegible Signature	President/Vice President
/s/ Illegible Signature	Clerk/Assistant Clerk

412158

THE COMMONWEALTH OF MASSACHUSETTS

ARTICLES OF AMENDMENT

GENERAL LAWS, CHAPTER 156B, SECTION 72

I hereby approve the within articles of amendment and, the filing fee in the amount of $100.00 having been paid, said articles are deemed to have been filed with me this 24th day of NOVEMBER 1992

/s/ Michael Joseph Connolly

MICHAEL JOSEPH CONNOLLY
Secretary of State

TO BE FILLED IN BY CORPORATION

PHOTOCOPY OF ARTICLES OF AMENDMENT TO BE SENT

TO: [ILLEGIBLE]

[ILLEGIBLE]

[ILLEGIBLE]

Telephone [ILLEGIBLE]

Exhibit 3.74

AMENDED AND RESTATED BY-LAWS

OF

PHC OF VIRGINIA, INC.

(as of November 30, 2011)

ARTICLE I

Stockholders

Section 1. Annual Meeting. The annual meeting of the stockholders shall be held within six months of the end of the corporation's fiscal year as fixed by the board of directors for the purpose of electing directors and for such other purposes as may be determined as hereinafter provided. The hour and place of such meeting and the purposes for which such meeting is to be held in addition to that specified above shall be determined in each year by the board of directors or, in the absence of action by the board, by the president. If no annual meeting has been held in the period fixed above, a special meeting may be held in lieu thereof with all the force and effect of an annual meeting.

Section 2. Special Meetings. Special meetings of the stockholders may be called at any time by the president or by the board of directors and shall be called by the clerk, or in case of the death, absence, incapacity or refusal of the clerk, by any other officer, upon written application of one or more stockholders who hold at least one-tenth part in interest of the capital stock entitled to vote thereat. Such application shall specify the purposes for which the meeting is to be called and may designate the date, hour and place of such meeting, provided, however, that no such application shall designate a date not a full business day or an hour not within normal business hours as the date or hour of such meeting without the approval of the president or the board of directors.

Section 3. Place of Meetings. Meetings of the stockholders may be held anywhere within, but not without, the United States.

Section 4. Notice. Except as hereinafter provided, a written or printed notice of every meeting of stockholders stating the place, date, hour and purposes thereof shall be given by the clerk or an assistant clerk (or by any other officer in the case of an annual meeting or by the person or persons calling the meeting in the case of a special meeting) at least ten (10) days before the meeting to each stockholder entitled to vote thereat and to each stockholder who, by law, by the articles of organization or by these by-laws, is entitled to such notice, by leaving such notice with him or at his residence or usual place of business or by mailing it, postage prepaid, addressed to him at his address as it appears upon the records of the corporation. No notice of the place, date, hour or purposes of any annual or special meeting of stockholders need be given to a stockholder if a written waiver of such

notice, executed before or after the meeting by such stockholder or his attorney thereunto authorized, is filed with the records of the meeting.

Section 5. Action at a Meeting. Except as otherwise provided in the articles of organization, the presence of a quorum shall be separately determined with respect to each matter to be acted on at any meeting of stockholders, and shall consist of the holders of shares having the right to cast a majority of the votes which may be cast with respect to such matter. Though less than a quorum be present, any meeting may without further notice be adjourned to a subsequent date or until a quorum be had, and at any such adjourned meeting any business may be transacted which might have been transacted at the original meeting.

When a quorum is present at any meeting, the affirmative vote of a majority of the shares of stock present or represented and voting shall be necessary and sufficient to the determination of any questions brought before the meeting, unless a larger vote is required by law, by the articles of organization or by these by-laws, provided, however, that any election by stockholders shall be determined by a plurality of the votes cast by the stockholders entitled to vote in such election.

Except as otherwise provided by law or by the articles or organization or by these by-laws, each holder of record of shares of stock entitled to vote on any matter shall have one vote for each such share held of record by him and a proportionate vote for any fractional shares so held by him. Stockholders may vote either in person or by proxy. No proxy dated more than six months before the meeting named therein shall be valid and no proxy shall be valid after the final adjournment of such meeting. A proxy with respect to stock held in the name of two or more persons shall be valid if executed by anyone of them unless at or prior to the exercise of the proxy the corporation receives a specific written notice to the contrary from anyone of them. A proxy purporting to be executed by or on behalf of a stockholder shall be deemed valid unless challenged at or prior to its exercise and the burden of proving its invalidity shall rest on the challenger.

Any election by stockholders and the determination of any other questions to come before a meeting of the stockholders shall be by ballot if so requested by any stockholder entitled to vote thereon but need not be otherwise.

Section 6. Stockholder Proposals. Written notification of any stockholder proposal to be acted upon at an annual meeting of stockholders of the corporation must be provided to the corporation at least 120 calendar days in advance of the date of the corporation’s proxy statement released to stockholders in connection with the previous year’s annual meeting of stockholders. Written notification of any stockholder proposal to be acted upon at any meeting of the stockholders of the corporation other than an annual meeting must be provided to the corporation at least 180 calendar days before the meeting at which such proposal is to be acted upon.

Section 7. Action by Written Consent. Any action required to be taken at any annual or special meeting of stockholders of the corporation, or any action which may be taken at

any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken and bearing the dates of signature of the stockholders who signed the consent or consents, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the corporation by delivery to the corporation's principal place of business, or an officer or agent of the corporation having custody of the book or books in which proceedings of meetings of the stockholders are recorded.

ARTICLE II

Directors

Section 1. Number and Election. Except as otherwise provided by law or by the articles of organization, the number of directors for the ensuing year shall be determined by the board of directors. The number of directors so determined shall be elected at the annual meeting of the stockholders by such stockholders as have the right to vote thereon. The stockholders may, at any special meeting held for the purpose, increase or decrease the number of directors as thus determined and elect new directors to complete the number so determined or remove directors to reduce the number of directors to the number so determined. Except as otherwise provided by law or by the articles of organization, the board of directors may, by vote of a majority of the directors then in office, increase the number of directors determined by the stockholders and elect new directors to complete the number so determined. No director need be a stockholder.

Section 2. Term. Except as otherwise provided by law, by the articles of organization or by these by-laws, the directors shall hold office until the next annual meeting of stockholders and until their successors are chosen and qualified.

Section 3. Resignations. Any director may resign by delivering his written resignation to the corporation at its principal office or to the president or clerk or if there be one, to the secretary. Such resignation shall become effective at the time or upon the happening of the condition, if any, specified therein or, if no such time or condition is specified, upon its receipt.

Section 4. Removal. At any meeting of the stockholders called: for the purpose any director may be removed from office with or without cause by the vote of a majority of the class of shares issued, outstanding and entitled to vote in the election of said director. At any meeting of the board of directors any director may be removed from office for cause by vote of a majority of the directors then in office. A director may be removed for cause only after a reasonable notice and opportunity to be heard before the body proposing to remove him.

Section 5. Vacancies. Vacancies in the board of directors may be filled by vote of a majority of the remaining directors elected by that class of stockholders which elected the

director whose office has been vacated or, if not yet so filled, by majority vote of the class of stockholders which elected the director whose office has been vacated.

Section 6. Regular Meetings. Regular meetings of the board of directors may be held at such times and places within or without the Commonwealth of Massachusetts as the board of directors may fix from time to time and, when so fixed, no notice thereof need be given. The first meeting of the board of directors following the annual meeting of the stockholders shall be held without notice immediately after and at the same place as the annual meeting of the stockholders or the special meeting held in lieu thereof. If in any year a meeting of the board of directors is not held at such time and place, any elections to be held or business to be transacted at such meeting may be held or transacted at any later meeting of the board of directors with the same force and effect as if held or transacted at such meeting.

Section 7. Special Meetings. Special meetings of the board of directors may be called at any time by the president or secretary (or, if there be no secretary, the clerk) or by any director. Such special meetings may be held anywhere within or without the Commonwealth of Massachusetts. A written, printed or telegraphic notice stating the place, date and hour (but not necessarily the purposes) of the meeting shall be given by the secretary or an assistant secretary (or, if there be no secretary or assistant secretary, the clerk or an assistant clerk) or by the officer or director calling the meeting at least forty-eight (48) hours before such meeting to each director by leaving such notice with him or at his residence or usual place of business or by mailing it, postage prepaid, or sending it by prepaid telegram, addressed to him at his last known address. No notice of the place, date or hour of any meeting of the board of directors need be given to any director if a written waiver of such notice, executed by him before or after the meeting, is filed with the records of the meeting, or to any director who attends the meeting without protesting prior thereto or at its commencement the lack of notice to him.

Section 8. Action at a Meeting. At any meeting of the board of directors, a majority of the directors then in office shall constitute a quorum. Though less than a quorum be present, any meeting may without further notice be adjourned to a subsequent date or until a quorum be had. When a quorum is present at any meeting a majority of the directors present may take any action on behalf of the board except to the extent that a larger number is required by law, by the articles or organization or by these by-laws.

Section 9. Action Without a Meeting. Any action required or permitted to be taken at any meeting of the directors may be taken without a meeting if all the directors consent to the action in writing and the written consents are filed with the records of the meetings of the directors. Such consents shall be treated for all purposes as a vote at a meeting.

Section 10. Powers. The board of directors shall have and may exercise all the powers of the corporation, except such as by law, by the articles of organization or by these by-laws are conferred upon or reserved to the stockholders. In the event of any vacancy in the board of directors, the remaining directors then in office, except as otherwise provided by

law, shall have and may exercise all of the powers of the board of directors until the vacancy is filled.

Section 11. Committees. The board of directors may elect from the board an executive committee or one or more other committees and may delegate to any such committee or committees any or all of the powers of the board except those which by law, by the articles of organization or by these by-laws may not be so delegated. Such committees shall serve at the pleasure of the board of directors. Except as the board of directors may otherwise determine, each such committee may make rules for the conduct of its business, but, unless otherwise determined by the board or in such rules, its business shall be conducted as nearly as may be as is provided in these by-laws for the conduct of the business of the board of directors.

Section 12. Meeting by Telecommunications. Members of the board of directors or any committee elected thereby may participate in a meeting of such board of committee by means of a conference telephone or similar communications equipment by means of which all persons participating in a meeting can hear each other at the same time and participation by such means shall constitute presence in person at the meeting.

ARTICLE III

Officers

Section 1. Enumeration. The officers of the corporation shall consist of a president, a treasurer and a clerk and such other officers, including without limitation a chairman of the board of directors, a secretary and one or more vice presidents, assistant treasurers, assistant clerks and assistant secretaries, as the board of directors may from time to time determine.

Section 2. Qualifications. No officer need be a stockholder or a director. The same person may hold at the same time one or more offices unless otherwise provided by law. The clerk shall be a resident of Massachusetts unless the corporation shall have a resident agent. Any officer may be required by the board of directors to give a bond for the faithful performance of his duties in such form and with such sureties as the board may determine.

Section 3. Elections. The president, treasurer and clerk shall be elected annually by the board of directors at its first meeting following the annual meeting of the stockholders. All other officers shall be chosen or appointed by the board of directors.

Section 4. Term. Except as otherwise provided by law, by the articles of organization or by these by-laws, the president, treasurer and clerk shall hold office until the first meeting of the board of directors following the next annual meeting of the stockholders and until their respective successors are chosen and qualified. All other officers shall hold office until the first meeting of the board of directors following the next annual meeting of the

stockholders, unless a shorter time is specified in the vote choosing or appointing such officer or officers.

Section 5. Resignations. Any officer may resign by delivering his written resignation to the corporation at its principal office or to the president or clerk, or, if there be one, to the secretary. Such resignation shall be effective at the time or upon the happening of the condition, if any, specified therein or, if no such time or condition is specified, upon its receipt.

Section 6. Removal. Any officer may be removed from office with or without cause by vote of a majority of the directors then in office. An officer may be removed for cause only after a reasonable notice and opportunity to be heard before the board of directors.

Section 7. Vacancies. Vacancies in any office may be filled by the board of directors.

Section 8. Certain Duties and Powers. The officers designated below, subject at all times to these by-laws and to the direction and control of the board of directors, shall have and may exercise the respective duties and powers set forth below:

The Chairman of the Board of Directors. The chairman of the board of directors, if there be one, shall, when present, preside at all meetings of the board of directors.

The President. The president shall be the chief executive officer of the corporation and shall have general operating charge of its business. Unless otherwise prescribed by the board of directors, he shall, when present, preside at all meetings of the stockholders, and, if a director, at all meetings of the board of directors unless there be a chairman of the board of directors who is present at the meeting.

The Treasurer. The treasurer shall be the chief financial officer of the corporation and shall cause to be kept accurate books of account.

The Clerk. The clerk shall keep a record of all proceedings of the stockholders and, if there be no secretary, shall also keep a record of all proceedings of the board of directors. In the absence of the clerk from any meeting of the stockholders or, if there be no secretary, from any meeting of the board of directors, an assistant clerk, if there be one, otherwise a clerk pro tempore designated by the person presiding at the meeting, shall perform the duties of the clerk at such meeting.

The Secretary. The secretary, if there be one, shall keep a record of all proceedings of the board of directors. In the absence of the secretary, if there be one, from any meeting of the board of directors, an assistant secretary, if there be one, otherwise a secretary pro tempore designated by the person presiding at the meeting, shall perform the duties of the secretary at such meeting.

Section 9. Other Duties and Powers. Each officer, subject at all times to these by-laws and to the direction and control of the board of directors, shall have and may exercise, in addition to the duties and powers specifically set forth in these by-laws, such duties and powers as are prescribed by law, such duties and powers as are commonly incident to his office and such duties and powers as the board of directors may from time to time prescribe.

ARTICLE IV

Capital Stock

Section 1. Amount and Issuance. The total number of shares and the par value, if any, of each class of stock which the corporation is authorized to issue shall be stated in the articles of organization. The directors may at any time issue all or from time to time any part of the unissued capital stock of the corporation from time to time authorized under the articles of organization, and may determine, subject to any requirements of law, the consideration for which stock is to be issued and the manner of allocating such consideration between capital and surplus.

Section 2. Certificates. Each stockholder shall be entitled to a certificate or certificates stating the number and the class and the designation of the series, if any, of the shares held by him, and otherwise in form approved by the board of directors. Such certificate or certificates shall be signed by the president or a vice president and by the treasurer or an assistant treasurer. Such signatures may be facsimiles if the certificate is signed by a transfer agent, or by a registrar, other than a director, officer or employee of the corporation. In case any officer who has signed or whose facsimile signature has been placed on such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the corporation with the same effect as if he were such officer at the time of its issue.

Every certificate issued for shares of stock at a time when such shares are subject to any restriction on transfer pursuant to the articles of organization, these by-laws or any agreement to which the corporation is a party shall have the restriction noted conspicuously on the certificate and shall also set forth on the face or back of the certificate either (i) the full text of the restriction or (ii) a statement of the existence of such restriction and a statement that the corporation will furnish a copy thereof to the holder of such certificate upon written request and without charge.

Every certificate issued for shares of stock at a time when the corporation is authorized to issue more than one class or series of stock shall set forth on the face or back of the certificate either (i) the full text of the preferences, voting powers, qualifications and special and relative rights of the shares of each class and series, if any, authorized to be issued, as set forth in the articles of organization or (ii) a statement of the existence of such preferences, powers, qualifications and rights and a statement that the corporation

will furnish a copy thereof to the holder of such certificate upon written request and without charge.

Section 3. Transfers. The board of directors may make such rules and regulations not inconsistent with the law, with the articles of organization or with these by-laws as it deems expedient relative to the issue, transfer and registration of stock certificates. The board of directors may appoint a transfer agent and a registrar of transfers or either and require all stock certificates to bear their signatures. Except as otherwise provided by law, by the articles of organization or by these by-laws, the corporation shall be entitled to treat the record holder of any shares of stock as shown on the books of the corporation as the holder of such shares for all purposes, including the right to receive notice of and to vote at any meeting of stockholders and the right to receive any dividend or other distribution in respect of such shares.

Section 4. Record Date. The board of directors may fix in advance a time, which shall be not more than sixty (60) days before the date of any meeting of stockholders or the date for the payment of any dividend or the making of any distribution to stockholders or the last day on which the consent or dissent of stockholders may be effectively expressed for any purpose, as the record date for determining the stockholders having the right to notice of and to vote at such meeting and any adjournment thereof or the right to receive such dividend or distribution or the right to give such consent or dissent, and in such case only stockholders of record on such record date shall have such right, notwithstanding any transfer of stock on the books of the corporation after the record date.

Section 5. Lost Certificates. The board of directors may, except as otherwise provided by law, determine the conditions upon which a new certificate of stock may be issued in place of any certificate alleged to have been lost, mutilated or destroyed.

ARTICLE V

Miscellaneous provisions

Section 1. Fiscal Year. The fiscal year of the corporation shall begin on the first day of January in each year and end on the last day of December next following.

Section 2. Corporate Seal. The seal of the corporation shall be in such form as shall be determined from time to time by the board of directors.

Section 3. Corporation Records. The original, or attested copies, of the articles of organization, by-laws and records of all meetings of the incorporators and stockholders, and the stock and transfer records, which shall contain the names of all stockholders and the record address and the amount of stock held by each, shall be kept in the Commonwealth of Massachusetts at the principal office of the corporation in said Commonwealth or at an office of the transfer agent or of its clerk or of its resident agent, if any. Said copies and records need not all be kept in the same office. They shall be available at all reasonable times to inspection by any stockholder for any proper purpose

but not if the purpose for which such inspection is sought is to secure a list of stockholders or other information for the purpose of selling said list or information or copies thereof or of using the same for a purpose other than the interest of the applicant, as a stockholder, relative to the affairs of the corporation.

Section 4. Voting of Securities. Except as the board of directors may otherwise prescribe, the president or the treasurer shall have full power and authority in the name and on behalf of the corporation, subject to the instructions of the board of directors, to waive notice of, to attend, act and vote at, and to appoint any person or persons to act as proxy or attorney in fact for this corporation (with or without power of substitution) at any meeting of stockholders or shareholders of any other corporation or organization, the securities of which may be held by this corporation.

ARTICLE VI

Amendments

These by-laws may be amended or repealed at any annual or special meeting of the stockholders by the affirmative vote of a majority of the shares of capital stock then issued, outstanding and entitled to vote provided notice of the proposed amendment or repeal is given in the notice of the meeting. No change in the date fixed in these by-laws for the annual meeting of the stockholders shall be made within sixty (60) days before such date, and notice of any change in such date shall be given to all stockholders at least twenty (20) days before the new date fixed for such meeting.

If authorized by the articles of incorporation, these by-laws may also be amended or repealed in whole or in part, or new by-laws made, by the board of directors except with respect to any provision hereof which by-law, the articles of organization or these by-laws requires action by the stockholders. Not later than the time of giving notice of the meeting of stockholders next following the making, amendment or repeal by the directors of any by-laws, notice thereof stating the substance of such change shall be given to all stockholders entitled to vote on amending the by-laws. Any by-law to be made, amended or repealed by the directors may be amended or repealed by the stockholders.

State of Delaware
Secretary of State
Division of Corporations
Delivered 07:30 PM 08/29/2011
FILED 07:14 PM 08/29/2011
SRV 110962697 - 5031074 FILE

CERTIFICATE OF INCORPORATION
OF
PSYCHIATRIC RESOURCE PARTNERS, INC.

ARTICLE I

NAME

The name of the corporation is Psychiatric Resource Partners, Inc. (the "Corporation").

ARTICLE II

REGISTERED OFFICE AND AGENT

The address of the registered office of the Corporation in the State of Delaware is 1209 Orange Street, Wilmington, Delaware 19801, in the County of New Castle. The name of the registered agent of the Corporation at such address is The Corporation Trust Company.

ARTICLE III

PURPOSES

The nature of the business or purposes to be conducted or promoted by the Company is to engage in any and all lawful acts or activities for which corporations may be organized under the Delaware General Corporation Law as now or hereafter in force.

ARTICLE IV

CAPITALIZATION

The Company shall have authority, acting by its board of directors, to issue 1,000 shares of common stock, no par value per share, such shares being entitled to one vote per share on any matter on which stockholders of the Company are entitled to vote and such shares being entitled to participate in dividends and to receive the net assets of the Company upon dissolution.

ARTICLE V

INCORPORATOR

The name of the incorporator of the Company is E. Brent Hill, and his address is 511 Union Street, Suite 2700, Nashville, Tennessee 37219.

ARTICLE VI

BOARD OF DIRECTORS

The board of directors of the Company shall consist of one (1) or more directors, the exact number to be fixed and determined from time to time by resolution of the board of directors. Vacancies in the board of directors, whether resulting from an increase in the number of directors, the removal of directors for cause, or otherwise, may be filled by a vote of a majority of the directors then in office,

although less than a quorum. Election of directors at an annual or special meeting of stockholders need not be by written ballot unless the bylaws of the Company shall so provide.

ARTICLE VII

LIMITATION ON PERSONAL LIABILITY OF DIRECTORS

A director of the Company shall not be personally liable to the Company or its stockholders for monetary damages for breach of fiduciary duty as a director except for liability: (a) for any breach of the director's duty of loyalty to the Company or its stockholders; (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (c) under Section 174 of the Delaware General Corporation Law (or the corresponding provision of any successor act or law); and (d) for any transaction from which the director derived an improper personal benefit. If the Delaware General Corporation Law is amended to authorize corporate action further eliminating or limiting the personal liability of directors or officers, then the liability of directors and officers of the Company shall be eliminated or limited to the fullest extent permitted by the Delaware General Corporation Law, as so amended. Any repeal or modification of the provisions of this Article VII by the stockholders shall not adversely affect any right or protection of a director of the Company existing at the time of such repeal or modification.

ARTICLE VIII

INDEMNIFICATION

The Company shall indemnify, and upon request shall advance expenses to, in the manner and to the full extent permitted by taw, any officer or director (or the estate of any such person) who was or is a party to, or is threatened to be made a party to, any threatened, pending or complete action, suit or proceeding, whether civil, criminal, administrative, investigative or otherwise, by reason of the fact that such person is or was a director or officer of the Company, or is or was serving at the request of the Company as a director, officer, manager, partner, trustee or employee of another corporation, limited liability company, partnership, joint venture, trust or other enterprise (an "indemnitee"). The Company may, to the full extent permitted by law, purchase and maintain insurance on behalf of any such person against any liability which may be asserted against him or her. To the full extent permitted by law, the indemnification and advances provided for herein shall include expenses (including attorneys' fees), judgments, fines and amounts paid in settlement. The indemnification provided herein shall not be deemed to limit the right of the Company to indemnify any other person for any such expenses (including attorneys' fees), judgments, fines and amounts paid in settlement to the full extent permitted by law, nor shall it be deemed exclusive of any other rights to which any person seeking indemnification from the Company may be entitled under any agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office.

ARTICLE IX

AMENDMENTS

Notwithstanding any of the provisions of this Certificate or the bylaws of the Company (and notwithstanding the fact that a lesser percentage may be specified by law, this Certificate or the bylaws of the Company) the affirmative vote of the holders of shares of capital stock having at least two-thirds of the voting power of the Company shall be required to repeal or amend this Article IX or to repeal, amend or adopt any provision inconsistent with Articles VII or VIII.

ARTICLE X

PREEMPTIVE RIGHTS

The stockholders of the Company shall have no preemptive or preferential right to subscribe for or purchase any stock or securities of the Company.

Dated: August 29, 2011

/s/ E. Brent Hill
E. Brent Hill, Incorporator

BYLAWS
OF
PSYCHIATRIC RESOURCE PARTNERS, INC.

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1. **Annual Meeting of the Stockholders.** The annual meeting of stockholders for the election of directors and such other purposes as may be set forth in the notice of meeting shall be held at the time and place, within or outside the State of Delaware, fixed by the board of directors.

2. **Special Meetings of the Stockholders.** Special meetings of the stockholders may be held at any place within or outside the State of Delaware upon call of the board of directors, the chairman of the board of directors, if any, the president, or the holders of at least ten percent of the issued and outstanding shares of capital stock entitled to vote.

3. **Directors.** The business of the Company shall be managed by a board of directors. The number of directors of the Corporation shall be one or more as determined from time to time by the Board. Each director shall hold office until such director's successor is elected and qualified or until such director's earlier resignation or removal. Any director may resign at any time upon written notice to the Corporation. Vacancies in the board of directors, whether resulting from an increase in the number of directors, the removal of directors for or without cause, or otherwise, may be filled by a vote of a majority of the directors then in office, although less than a quorum. Directors may be removed for or without cause by the stockholders.

4. **Meetings of the Board of Directors.** Regular meetings of the board of directors may be held without notice of the date, time, place or purpose of the meeting (a) at the location of the annual meeting of stockholders immediately after the annual meeting in each year and (b) at such times and at such places within or outside the State of Delaware as shall be fixed by the board of directors. Special meetings of the board of directors may be held at any place within or outside the State of Delaware upon call of the chairman of the board of directors, if any, the president or a majority of the directors then in office, which call shall set forth the date, time and place of meeting and, if required by law, the purpose of the meeting. Written, oral, or any other mode of notice of the date, time and place of meeting shall be given for special meetings in sufficient time, which need not exceed two days in advance, for the convenient assembly of the directors. A majority of the number of directors of the Company then in office, but in no event less than one-third of the number of directors the Company would have if there were no vacancies in the board of directors, shall constitute a quorum, and the vote of a majority of the directors present at the time of the vote, if a quorum is present, shall be the act of the board of directors.

5. **Committees.** By resolution adopted by the greater of (i) a majority of the directors of the Company then in office when the action is taken or (ii) the number of directors required by the Certificate of Incorporation or bylaws to take action, the directors may designate from among their number one or more directors to constitute an executive committee and other committees, each of which, to the extent permitted by law, shall have the authority granted it by the board of directors.

6. **Waiver of Notice.** A stockholder or director may waive any notice required to be given by the Delaware General Corporation Law (the "DGCL"), the certificate of incorporation or these bylaws before or after the date and time stated in the notice. The waiver must be in writing, signed by the stockholder or director entitled to the notice and delivered to the Company and filed in the Company's minutes or corporate records, except that a stockholder's or director's attendance at or

participation in a meeting may constitute a waiver of notice under the DGCL. Neither the business to be transacted at, nor the purpose of, any meeting of the stockholders or directors need be specified in any waiver of notice.

7. **Transfer of Stock.** The capital stock of the Company shall be transferred on the books of the Company by surrender of properly endorsed certificates therefor by the holders thereof or their duly authorized attorneys-in-fact. In case of transfer by attorney, the power of attorney, duly executed and acknowledged, shall be deposited with the secretary. The person in whose name stock stands on the books of the Company shall be deemed by the Company to be the owner thereof for all purposes.

8. **Officers.** The board of directors shall elect a president, a vice president, a treasurer, and a secretary, and such other officers as it may deem appropriate. The president, secretary, and any other officer so appointed by the board of directors are authorized to execute certificates representing shares of the Company's capital stock. Persons may hold more than one office except that no person may serve as both president and secretary. Officers shall have the authority and responsibilities given them by the board of directors, and each officer shall hold office until his successor is elected and qualified, unless a different term is specified by the board of directors.

9. **Director and Officer Indemnification.** To the maximum extent permitted by law, the Company shall indemnify an individual who is a party to a proceedings because such individual is or was a director or officer of the Company against any liability incurred in the proceeding and, prior to the disposition thereof, advance the reasonable expenses incurred by such individual to the extent permitted under Section 145 of the DGCL. The determination of entitlement to indemnification and advancement of expenses shall be made in accordance with Section 145 of the DGCL.

10. **Fiscal Year.** The fiscal year of the Company for financial statement and federal income tax purposes will end on December 31st unless otherwise determined by the Board of Directors.

11. **Amendment of Bylaws.** The board of directors may amend or repeal these bylaws, unless (i) the certificate of incorporation or the DGCL reserves this power exclusively to stockholders or (ii) the stockholders, in amending or repealing a particular bylaw, provide expressly that the board of directors may not amend or repeal that bylaw. Stockholders may amend or repeal any bylaw, even though the bylaws may also be amended or repealed by the board of directors.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION

OF

PsychSolutions Acquisition Corporation

The undersigned incorporator hereby forms a corporation under Chapter 607 of the laws of the State of Florida.

ARTICLE I. NAME AND ADDRESS

The name of the corporation shall be PsychSolutions Acquisition Corporation (the "Corporation"). The address of the principal office of the Corporation shall be 1320 S. Dixie Highway, Suite 1140, Coral Gables, FL 33146, and the mailing address shall 1705 Capital of Texas Highway South, Suite 400, Austin, Texas 78746.

ARTICLE II. CAPITAL STOCK

The maximum number of shares of stock that the Corporation is authorized to have outstanding at any one time is one thousand (1,000) shares of common stock having a par value of $0.01 per share.

ARTICLE III. INITIAL REGISTERED AGENT AND STREET ADDRESS

The street address of the initial registered office of the Corporation shall be 1200 South Pine Island Road, Plantation, Florida 33324 and the name of the Registered Agent shall be CT Corporation System.

ARTICLE IV. INCORPORATOR

The name and street address of the incorporator is R. Andrew Rock, Esquire, 401 E. Jackson Street, Suite 2500, Tampa, Florida 33602.

ARTICLE VII. NUMBER OF DIRECTORS

The business of this Corporation shall be managed by a Board of Directors consisting of not fewer than one (1), the exact number to be detemined from time to time in accordance with the Bylaws.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE VIII. INITIAL BOARD OF DIRECTORS

The name and street address of the member of the initial Board of Directors of this corporation, who shall hold office until the first annual meeting of shareholders, and thereafter until his successor is elected is as follows:

Kevin P. Sheehan
1705 Capital of Texas Highway South
Suite 400
Austin, Texas 78746

/s/ R. Andrew Rock,
R. Andrew Rock, Incorporator

HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE OF PROCESS FOR. THE ABOVE STATED CORPORATE AT THE PLACE DESIGNATED IN THE ARTICLES OF INCORPORATION, I HEREBY ACCEPT THE APPOINTMENT AS REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY. I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATING TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES, AND I AM FAMILIAR WITH AND ACCEPT THE OBLIGATIONS OF MY POSITION AS REGISTERED AGENT.

DATED: February 10, 2006

CT Corporation System

By: /s/ Petere Souza
Title: Petere F. Souza
Assistant Secretary

Exhibit 3.78

BYLAWS OF
PsychSolutions Acquisition Corporation

ARTICLE I
Offices

SECTION 1. Principal Office. The principal office of PsychSolutions Acquisition Corporation (the "Corporation") may be located either within or without the State of Florida as the board of directors may designate or as the business of the Corporation may require from time to time.

SECTION 2. Registered Office. The registered office of the Corporation, required by the Florida Business Corporation Act to be maintained in the State of Florida, may be, but need not be, identical to the principal office in the State of Florida, and the address of the registered office may be changed from time to time by the board of directors.

ARTICLE II
Shareholders

SECTION 1. Annual Meeting. The annual meeting of the shareholders shall be held on the first Tuesday in the month of May in each year at such hour as may be specified in a notice of meeting or in a duly executed waiver of notice, for the purpose of electing directors and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday in the State of Florida, the meeting shall be held on the next succeeding business day. If the election of directors is not held on the day designated in these bylaws for any annual meeting of the shareholders, or at any adjournment of the annual meeting, the board of directors shall cause the election to be held at a special meeting of the shareholders as soon thereafter as may be convenient.

SECTION 2. Special Meetings. Special meetings of the shareholders, for any purpose, may be called by the board of directors, by the holders of not less than twenty five percent (25%) of all the votes entitled to be cast on any issue to be considered at the meeting, or by the president of the Corporation.

SECTION 3. Place of Meeting. The board of directors may designate any place, either within or without the State of Florida, unless otherwise prescribed by statute, as the place of meeting for any annual meeting of shareholders. The person calling a special meeting of the shareholders may designate any place, either within or without the State of Florida, unless otherwise prescribed by statute, as the place of the meeting. If no designation is made, the place of meeting shall be the principal office of the Corporation in the State of Florida. Notwithstanding the preceding three sentences of this section, a waiver of notice signed by all shareholders entitled to vote at a meeting, whether an annual or special meeting, may designate

any place, either within or without the State of Florida, unless otherwise prescribed by statute, as the place of the holding of such meeting.

SECTION 4. Notice of Meeting. Written notice stating the place, date, and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered to each shareholder of record entitled to vote at such meeting not less than ten (10) nor more than sixty (60) days before the date of the meeting, either personally, by telegraph, teletype, or other form of electronic communication, or by mail, by or at the direction of the president, the secretary, or the person or persons calling the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, with the postage thereon prepaid, addressed to the shareholder at his or her address as it appears on the stock transfer books of the Corporation.

SECTION 5. Fixing of Record Date. The board of directors may fix a date not more than sixty (60) nor less than ten (10) days prior to the date set for any meeting of the shareholders as the record date as of when the shareholders of record entitled to notice of and to vote at such meeting and any adjournment thereof shall be determined.

SECTION 6. Shareholders' List for Meeting. After fixing the record date for a meeting, an alphabetical list of the names of all shareholders entitled to notice of the meeting, arranged by voting group, with the address of and the number, class, and series, if any, of shares held by each, shall be prepared. The list shall be available during regular business hours for inspection by any shareholder upon written demand and at his or her expense for a period of ten (10) days prior to the meeting date, or such shorter time as may exist between the record date and the meeting, and continuing through the meeting, at the Corporation's principal office, at a place set forth in the meeting notice in the city where the meeting will be held, or at the office of the Corporation's transfer agent or registrar. The Corporation shall also make the list available at the meeting.

SECTION 7. Quorum. A majority of the outstanding shares of the Corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of the shareholders. When a meeting is adjourned, it shall not be necessary to give any notice of the adjourned meeting if the time, date, and place of the reconvened meeting are announced at the meeting at which the adjournment is taken, and any business may be transacted at the reconvened meeting that might have been transacted at the original meeting. If, however, following the adjournment, the board fixes a new record date for the reconvened meeting, a notice of the reconvened meeting shall be given, in compliance with Section 4 of this Article II, to each shareholder of record on the new record date entitled to vote at such meeting. After a quorum has been established at a shareholders' meeting, the subsequent withdrawal of shareholders, so as to reduce the number of shares entitled to vote at the meeting below the number required for a quorum, shall not affect the validity of any action taken at the meeting or any adjournment thereof.

SECTION 8. Proxies. Every shareholder entitled to vote at a meeting of shareholders, or to express consent or dissent without a meeting, or his or her duly authorized attorney-in-fact, may authorize another person or persons to act for him or her by proxy. The proxy must be executed in writing by the shareholder or his or her duly authorized attorney-in-fact. Such proxy shall be filed with the secretary of the Corporation before or at the time of such meeting or at the time of expressing such consent or dissent without a meeting. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

SECTION 9. Voting of Shares. Each outstanding share of stock entitled to vote shall be entitled to one (1) vote upon each matter submitted to a vote at a meeting of the shareholders.

Shares of stock held by an administrator, executor, guardian, personal representative, or conservator may be voted by him or her, either in person or by proxy, without a transfer of such shares into his or her name.

Shares of stock standing in the name of a trustee may be voted by him or her, either in person or by proxy, but no trustee shall be entitled to vote shares held by him or her without a transfer of such shares into his or her name or the name of his or her nominee.

Shares of stock standing in the name of a receiver, a trustee in bankruptcy proceedings, or an assignee for the benefit of creditors may be voted by him or her without the transfer thereof into his or her name.

A shareholder whose shares of stock are pledged shall be entitled to vote such shares until the shares have been transferred into the name of the pledgee, and thereafter the pledgee or his or her nominee shall be entitled to vote the shares so transferred.

ARTICLE III
Board of Directors

SECTION 1. General Powers. All corporate powers shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed under the direction of, the board of directors.

SECTION 2. Number, Tenure, and Qualification. The number of Directors of the Corporation shall be one (1). The number of directors may be increased or decreased from time to time by amendment of these bylaws; provided, however, that the Corporation shall always have at least one (1) director. Any increase in the number of directors shall be effective immediately. Any decrease in the number of directors shall be effective at the time of the next succeeding annual meeting of the shareholders unless there shall be vacancies on the board, in

which case such decrease may become effective at any time prior to the next succeeding annual meeting to the extent of the number of vacancies.

Except as otherwise provided by statute, the directors shall be elected at the annual meeting of shareholders and, at each meeting of Shareholders for the election of directors at which a quorum is present, the persons receiving a plurality of the votes cast at such election shall be elected as directors.

Each director shall hold office until the next annual meeting of shareholders and until his or her successor is elected and qualified or until his or her earlier resignation, or removal from office, or death.

SECTION 3. Board Chair. The Board of Directors of the Corporation may elect a chairman or chairwoman who, if so elected, shall preside at all meetings of the board of directors. The chair shall have such other powers and shall perform all duties as from time to time may be granted or assigned by the board of directors and as provided by law.

SECTION 4. Annual and Regular Meetings. The annual meeting of the board of directors shall be held without other notice than this bylaw, immediately after and at the same place as the annual meeting of shareholders. The board of directors may provide, by resolution, the time, date, and place for the holding of regular meetings without other notice than such resolution.

SECTION 5. Special Meetings. Special meetings of the board of directors may be called by the chairman of the board, by the president, or by any director. The board chair, if one is elected, or the president shall fix the place for holding such special meeting; provided, however, that if the person or persons calling the meeting fails to designate the place for holding such special meeting, the meeting shall be held at the Corporation's principal office in Florida.

SECTION 6. Notice. Notice of any special meeting shall be given at least two (2) days before the meeting by written notice delivered personally, or by mail, telecopy, telegram, cablegram, or other form of electronic communication to each director at his or her business address. In case of emergency, the board chair, if any, or the president shall prescribe a shorter notice to be given personally or by telegraph, telecopy, cablegram, or other electronic communication to each director at his or her residence or business address. If a notice of meeting is mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid.

Any director may waive notice of any meeting before or after the meeting. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time or date of the meeting, or the manner in which it has been called or convened, except when a director states, at the

beginning of the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened.

SECTION 7. Quorum. A majority of the number of directors fixed pursuant to Section 2 of this Article III shall constitute a quorum for the transaction of business at any meeting of the board of directors. A majority of the directors present, whether or not a quorum exists, may adjourn any meeting of the board of directors to another time and place. Notice of any such adjourned meeting shall be given to the directors who were not present at the time of the adjournment and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other directors.

SECTION 8. Manner of Acting. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the board of directors.

SECTION 9. Vacancies. Any vacancy occurring in the board of directors, including any vacancy created by reason of an increase in the number of directors, may be filled by the affirmative vote of a majority of the remaining directors though less than a quorum of the board of directors. A director elected to fill a vacancy shall hold office only until the next annual meeting of shareholders and until his successor shall have been elected and qualified or until his or her earlier resignation, removal from office, or death.

SECTION 10. Compensation. By resolution of the board of directors, the directors may be paid their expenses, if any, for attendance at each meeting of the board of directors, and may be paid a fixed sum for attendance at each meeting of the board of directors or may be paid a stated salary as director. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor.

SECTION 11. Presumption of Assent. A director of the Corporation who is present at a meeting of the board of directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken, unless he or she objects at the beginning of the meeting to holding it or transacting specified business at the meeting or he or she votes against or abstains from the action taken.

SECTION 12. Constructive Presence at a Meeting. A member of the board of directors may participate in a meeting of such board by any means of communication by which all persons participating in the meeting may simultaneously hear each other during the meeting. Participating by such means shall constitute presence in person at a meeting.

SECTION 13. Action Without a Meeting. Any action required or permitted by law to be taken at any meeting of the board of directors or a committee thereof, may be taken without a meeting if the action is taken by all members of the board of directors or of the committee. The action must be evidenced by one or more written consents describing the action taken and signed

by each director or committee member. The action so taken is effective when the last director signs the consent, unless the consent specifies a different effective date. A consent so signed has the effect of a meeting vote and may be described as such in any document.

SECTION 14. Removal. The shareholders may remove one or more directors with or without cause, but a removal of a director without cause must be accomplished by a unanimous vote of the shareholders.

SECTION 15. Resignation. Any director of the Corporation may resign by delivering written notice to the board of directors or its chair or to the president of the Corporation.

ARTICLE IV
Officers

SECTION 1. Number. The officers of the Corporation shall be a president, a secretary, and a treasurer, each of whom shall be elected by the board of directors. One or more vice presidents and such other officers and assistant officers and agents as may be deemed necessary may be elected or appointed by the board of directors.

SECTION 2. Election and Term of Office. The officers of the Corporation to be elected by the board of directors shall be elected annually by the board of directors at the regular meeting of the board of directors held after each annual meeting of the shareholders. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as may be convenient. Each officer shall hold office until his or her successor shall have been elected and qualified or until his or her earlier resignation, removal from office, or death.

SECTION 3. Removal. Any officer or agent elected or appointed by the board of directors may be removed at any time, with or without cause, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights.

SECTION 4. Resignation. Any officer of the Corporation may resign at any time by giving written notice to the Corporation. Such resignation shall take effect when delivered unless the notice specifies a later effective date.

SECTION 5. Vacancies. A vacancy, however occurring, in any office may be filled by the board of directors for the unexpired portion of the term.

SECTION 6. President. The president shall be the chief executive officer of the Corporation and, subject to the control of the board of directors, shall in general supervise and control all of the business affairs of the Corporation. He or she shall, when present, preside at all

meetings of the shareholders. The president shall also preside at each meeting of the board of directors, unless the board of directors has elected a chair and the chair is present at such meetings. The president may sign any deeds, mortgages, bonds, contracts, or other instruments which the board of directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the board of directors or by these bylaws to some other officer or agent of the Corporation, or shall be required by law to be otherwise signed or executed. The president shall in general perform all duties as from time to time may be assigned by the board of directors.

SECTION 7. Vice President. In the absence of the president or in the event of his or her death or inability or refusal to act, the vice president, if one is elected, shall have the duties of the president, and when so acting, shall have all the powers of, and be subject to all the restrictions upon, the president. If more than one vice president is elected, the board of directors shall designate which vice president shall serve until the election of a successor president. Each vice president shall perform such other duties as from time to time may be assigned by the president or board of directors.

SECTION 8. Secretary. The Secretary shall: (a) keep the minutes of all the meetings of the shareholders and the board of directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these bylaws or as required by law; (c) be custodian of the corporate records and of the seal of the Corporation and see that the seal of the Corporation is affixed to all documents the execution of which on behalf of the Corporation under its seal is duly authorized; (d) keep a register of the mailing address of each shareholder which shall be furnished to the Secretary by such shareholder; (e) have general charge of the stock transfer books of the Corporation; and (f) in general, perform all duties incident to the office of secretary and such other duties as from time to time may be assigned by the president or by the board of directors.

SECTION 9. Treasurer. The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the Corporation; receive and give receipts for monies due and payable to the Corporation from any source whatsoever, and deposit all such monies in the name of the Corporation in such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of Article V of these bylaws; and (b) in general, perform all of the duties incident to the office of treasurer and such other duties as from time to time may be assigned by the president or by the board of directors. If required by the board of directors, the treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the board of directors shall determine.

SECTION 10. Compensation. The compensation of the officers shall be fixed from time to time by the board of directors and no officer shall be prevented from receiving such compensation by reason of the fact that he or she is also a director of the Corporation.

ARTICLE V
Contracts, Loans, Checks, and Deposits

SECTION 1. Contracts. The board of directors may authorize any officer or officers, or agent or agents to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, unless otherwise restricted by law. Such authority may be general or confined to specific instances.

SECTION 2. Loans. No loans shall be contracted on behalf of the Corporation and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the board of directors. Such authority may be general or confined to specific instances.

SECTION 3. Checks, Drafts, Etc. All checks, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such officer or officers, or agent or agents of the Corporation in such manner as shall from time to time be determined by resolution of the board of directors.

SECTION 4. Deposits. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the board of directors may select.

ARTICLE VI
Certificates for Shares and Their Transfer

SECTION 1. Certificates for Shares. Certificates representing shares of the Corporation shall be in such form as shall be determined by the board of directors. Certificates shall be signed by the president or by such other officers as authorized by law. All certificates for shares shall be consecutively numbered or otherwise identified. The name and address of the person to whom the shares represented thereby are issued, with the number of shares and date of issue, shall be entered on the stock transfer books of the Corporation. All certificates surrendered to the Corporation for transfer shall be canceled, and no new certificate shall be issued until the former certificate for a like number of shares shall have been surrendered and canceled, except that in case of a lost, destroyed, or mutilated certificate, a new one may be issued therefor upon such terms and indemnity, to the Corporation as the board of directors may prescribe.

SECTION 2. Transfer of Shares. Subject to Section 3 of this Article VI, transfer of shares of the Corporation shall be made on the stock transfer books of the Corporation only when the holder of record thereof, or his or her legal representative, or his or her attorney thereunto authorized by power of attorney duly executed and filed with the secretary of the Corporation, shall furnish proper evidence of authority to transfer, and when there is surrendered for cancellation the certificate for such shares, properly endorsed. The person in whose name shares

stand on the books of the Corporation shall be deemed by the Corporation to be the owner thereof for all purposes.

SECTION 3. Restriction as to Transfer Due to S Corporation Status. No transfer of shares of stock of the Corporation may be made, whether voluntarily or involuntarily, to any person or entity who is not qualified to hold shares of stock in a S corporation, for federal income tax purposes, and any transfer or attempted to such a person or entity shall be deemed null and void. A shareholder who has made a transfer or attempted to make a transfer in violation of this Section shall hold the Corporation and each of the other shareholders harmless from all damages, costs, and expenses caused by the loss or termination of the Corporation's S status and in connection with any efforts to regain such status.

ARTICLE VII
Fiscal Year

The fiscal year of the Corporation shall begin on January 1 of each year and end on December 31 of each year, except for the Corporation's first fiscal year, which shall begin on the date of incorporation.

ARTICLE VIII
Dividends

The board of directors may from time to time declare, and the Corporation may pay, dividends on its outstanding shares in the manner and upon the terms and conditions provided by law.

ARTICLE IX
Indemnification

The Corporation shall indemnify any director or officer or any former director or officer to the fullest extent permitted by law as is currently in effect or as is hereinafter enacted.

ARTICLE X
Seal

The board of directors shall provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Corporation, the state of incorporation, and the words, "Corporate Seal."

ARTICLE XI
Waiver of Notice

Unless otherwise provided by law, whenever any notice is required to be given to any shareholder or director of the Corporation under the provisions of these bylaws or under the provisions of its articles of incorporation, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XII
Amendments

These bylaws may be altered, amended, or repealed and new bylaws may be adopted by a unanimous vote of the board of directors and the shareholders.

ARTICLES OF INCORPORATION
OF
PSYCHSOLUTIONS, INC.

FILED
03 AUG 10 PM 3:15
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE I

NAME

The name of the Corporation is PSYCHSOLUTIONS, INC.

ARTICLE II

TERM OF CORPORATE EXISTENCE

The Corporation shall exist perpetually unless dissolved according to law and such existence shall commence at the time of the filing of these Articles of Incorporation by the Department of State. The principal place of business of this corporation is: 520 Brickell Key Drive, Suite 0-305, Miami, Florida 33131.

ARTICLE III

PERMITTED ACTIVITY

The Corporation may engage in any activity or business permitted under the laws of the United States and of the State of Florida.

ARTICLE IV

AUTHORIZED SHARES

The aggregate number of shares which the Corporation shall have authority to issue shall be one Thousand (1,000) shares of voting common stock with $1.00 par value.

Prepared by:

STEPHEN A. FREEMAN
Fla. Bar No. 146795
Freeman, Newman & Butterman
520 Brickell Key Drive, 0-305
Miami, Florida 33131 (305) 374.3800

ARTICLE V

PREEMPTIVE RIGHTS DENIED

No holder of any shares of the Corporation shall have any preemptive right to purchase, subscribe for or otherwise acquire any shares of the Corporation of any class now or hereafter authorized, or any securities, exchangeable for or convertible into such shares, or any warrants or any instruments evidencing rights or options to subscribe for, purchase, or otherwise acquire such shares.

ARTICLE VI

REGISTERED OFFICE AND AGENT

The initial registered office of the Corporation is 520 Brickell Key Drive, Suite 0-305, Miami, Florida 33131. The initial Registered Agent at that address is Stephen A. Freeman.

ARTICLE VII

DIRECTORS

The business of the Corporation shall be managed by a Board of Directors consisting of not fewer than one person, the exact number to be determined from time to time in accordance with the By-Laws.

The names and addresses of the first Directors of the Board of Directors who shall serve until the first annual meeting of shareholders or until their successors are elected and qualified shall be:

Arthur Bregman	520 Brickell Key Drive
Scott Roseman	Suite 0-305
William Allen	Miami, Florida 33131

ARTICLE VIII

INCORPORATOR

The name and address of the incorporator is: Stephen A. Freeman, 520 Brickell Key Drive, Suite 0-305, Miami, Florida 33131.

ARTICLE IX

INDEMNIFICATION

Every person now or hereafter serving as director, officer or employee of the Corporation shall be indemnified and held harmless by the Corporation from and against any and all loss, cost, liability and expense that may be imposed upon or incurred by his in connection with or resulting from any claim, action, suit or proceeding, in which he may become involved, as a party or otherwise, by reason of his being or having been a director, officer or employee of the Corporation, whether or not he continues to be such at the time such loss, cost, liability or expense shall have been imposed or incurred, except with regard to matters as to which any such director, officer or employee shall be adjudged in any claim, action, suit or proceeding to be liable for his own gross negligence or willful misconduct in the performance of duty.

Expenses (including attorneys' fees) incurred in defending any claim, action, suite or proceeding may be paid by the Corporation in advance of the final disposition of such a proceeding.

IN WITNESS WHEREOF, I have signed these Articles of Incorporation this 10th day of August, 1993.

/s/ Stephen A. Freeman
Stephen A. Freeman

STATE OF FLORIDA)
)
COUNTY OF DADE)

BEFORE ME, the undersigned authority, personally appeared STEPHEN A. FREEMAN, personally known to me to be the person who executed the foregoing Articles of Incorporation and he acknowledged before me according to law, that he made and subscribed the same for the purpose therein mentioned and set forth.

WITNESS my hand and official seal in the County and State named above this 10th day of August, 1993.

[illegible]
Notary Public, State of Florida

My Commission Expires Illegible

/s/ Stephen A. Freeman
Stephen A. Freeman, Registered Agent

FILED

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

CERTIFICATE OF DESIGNATION
REGISTERED AGENT/REGISTERED OFFICE

Pursuant to the provisions of Section 607.6501, Florida Statutes, the undersigned corporation, organised under the laws of the State of Florida, submits the following statement in designating the registered office/registered agent, in the State of Florida.

1. The name of the corporation is PSYCHSOLUTIONS, INC.

2. The name and address of the Registered agent and office is: Stephen A. Freeman, 520 Brickell Key Drive, Suite 0-305, Miami, Florida 33131.

Signature: /s/ Stephen A. Freeman
Stephen A. Freeman
Title: Assistant Secretary
Date: August 10, 1993

Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this certificate, I hereby accept the appointment as registered agent and agreed to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligation of my positions as registered agent.

Signature: /s/ Stephen A. Freeman
Stephen A. Freeman
Date: August 10, 1993

FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF

PSYCHSOLUTIONS, INC.

(present name)

Pursuant to the provisions of section 607.1006, Florida Statutes, this Florida profit corporation adopts the following articles of amendment to its articles of incorporation:

FIRST: Amendment(s) adopted: *(indicate article number(s) being amended added or deleted)*

In Article VII Arthur Bregman will be reflected as Director and President. The remainder of the Article remains “as is”.

SECOND: If an amendment provides for an exchange, reclassification or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself, are as follows:

N/A

THIRD: The date of each amendment’s adoption: August 30, 2000.

INSTRUMENT PREPARED BY:
FREEMAN, BUTTERMAN, HABIR & ROJAS L.L.P.
Stephen A. Freeman, Esq.
520 Brickell Key Drive, Suite 0-305
Miami, Florida 33131
(305) 374-3800
FBN - 146795

FOURTH: Adoption of Amendment(s) (CHECK ONE)

☐ The amendment(s) was/were approved by the shareholders. The number of votes cast for the amendment(s) was/were sufficient for approval.

☐ The amendment(s) was/were approved by the shareholders through voting groups.
The following statement must be separately provided for each voting group entitled to vote separately on the amendment(s):

"The number of votes cast for the amendment(s) was/were sufficient for approval by _____."
voting group

☐ The amendment(s) was/were adopted by the board of directors without shareholder action and shareholder action was not required.

☒ The amendment(s) was/were adopted by the incorporators without shareholder action and shareholder action was not required.

Signed this 30th day of August, 2000.

Signature /s/ [illegible]_____
(By the Chairman or Vice Chairman of the Board of Directors, President or other officer if adopted by the shareholders)

OR
(By a director if adopted by the directors)

OR
(By an incorporator if adopted by the incorporators)

STEPHEN A. FREEMAN, ESQ.
Typed or printed name

Incorporator
Title

Exhibit 3.80

AMENDED AND RESTATED BY-LAWS

Of

PSYCHSOLUTIONS, INC.
(the "Corporation")

Article I - Shareholders

1. Annual Meeting. The annual meeting of shareholders shall be held for the election of directors each year at such place, date and time as shall be designated by the Board of Directors. Any other proper business may be transacted at the annual meeting. If no date for the annual meeting is established or said meeting is not held on the date established as provided above, a special meeting in lieu thereof may be held or there may be action by written consent of the stockholders on matters to be voted on at the annual meeting, and such special meeting shall have for the purposes of these By-laws or otherwise all the force and effect of an annual meeting.

2. Special Meetings. Special meetings of shareholders may be called by the Chief Executive Officer, if one is elected, or, if there is no Chief Executive Officer, the President, or by the Board of Directors, but such special meetings may not be called by any other person or persons. The call for the meeting shall state the place, date, hour and purposes of the meeting. Only the purposes specified in the notice of special meeting shall be considered or dealt with at such special meeting.

3. Notice of Meetings. Whenever shareholders are required or permitted to take any action at a meeting, a notice stating the place, if any, date and hour of the meeting, the means of remote communications, if any, by which shareholders and proxyholders may be deemed to be present and vote at such meeting, and, in the case of a special meeting, the purpose or purposes of the meeting, shall be given by the Secretary (or other person authorized by these By-laws or by law) not less than ten (10) nor more than sixty (60) days before the meeting to each shareholder entitled to vote thereat and to each shareholder who, under the Articles of Incorporation or under these By-laws is entitled to such notice. If mailed, notice is given when deposited in the mail, first-class postage prepaid, directed to such shareholder at such shareholder's address as it appears in the records of the Corporation.

If a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place, if any, and the means of remote communications, if any, by which shareholders and proxyholders may be deemed to be present in person and vote at such adjourned meeting are announced at the meeting at which the adjournment is taken, and at the adjourned meeting only such business is transacted as might have been transacted at the original meeting, except that if the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, notice of the adjourned meeting shall be given to each shareholder of record on the new record date entitled to notice under Fla. Stat. § 607.0705.

4. Quorum. The holders of shares entitled to cast a majority of the votes in the applicable class of stock at a meeting, present in person or represented by proxy, shall constitute a quorum for such class of stock. Any meeting may be adjourned from time to time by a majority of the votes properly cast upon the question, whether or not a quorum is present. The shareholders present at a duly constituted meeting may continue to transact business until adjournment notwithstanding the withdrawal of enough shareholders to reduce the voting shares below a quorum.

5. Voting and Proxies. Each shareholder entitled to vote at any meeting of shareholders shall be entitled to the voting rights for each share of stock held by such shareholder as set forth in the Articles of Incorporation or as required by law. Each shareholder entitled to vote at a meeting of shareholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for such shareholder by either written proxy or by a transmission permitted by Fla. Stat. § 607.0722, but no proxy shall be valid for more than 11 months, unless the proxy expressly provides for a longer period. Proxies shall be filed with the Secretary of the meeting, or of any adjournment thereof. Except as otherwise limited therein, proxies shall entitle the persons authorized thereby to vote at any adjournment of such meeting.

6. Action at Meeting. When a quorum is present, any matter before the meeting shall be decided by vote of the holders of a majority of the shares of stock in the applicable class voting on such matter except where a larger vote is required by law, by the Articles of Incorporation or by these By-laws. Any election of directors by shareholders shall be determined by a plurality of the votes cast, except where a larger vote is required by law, by the Articles of Incorporation or by these By-laws. The Corporation shall not directly or indirectly vote any share of its own stock; provided, however, that the Corporation may vote shares which it holds in a fiduciary capacity to the extent permitted by law.

7. Presiding Officer. Meetings of shareholders shall be presided over by the Chairman of the Board, if one is elected, or in his or her absence, the Vice Chairman of the Board, if one is elected, or if neither is elected or in their absence, the President. The Board of Directors shall have the authority to appoint a temporary presiding officer to serve at any meeting of the shareholders if the Chairman of the Board, the Vice Chairman of the Board or the President is unable to do so for any reason.

8. Conduct of Meetings. The Board of Directors may adopt by resolution such rules and regulations for the conduct of the meeting of shareholders as it shall deem appropriate. Except to the extent inconsistent with such rules and regulations as adopted by the Board of Directors, the presiding officer of any meeting of shareholders shall have the right and authority to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such chairman, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the Board of Directors or prescribed by the presiding officer of the meeting, may include, without limitation, the following: (i) the establishment of an agenda or order of business for the meeting; (ii) rules and procedures for maintaining order at the meeting and the safety of those present; (iii) limitations on attendance at or participation in the meeting to

shareholders of record of the Corporation, their duly authorized and constituted proxies or such other persons as the chairman of the meeting shall determine; (iv) restrictions on entry to the meeting after the time fixed for the commencement thereof; and (v) limitations on the time allotted to questions or comments by participants. Unless and to the extent determined by the Board of Directors or the presiding officer of the meeting, meetings of shareholders shall not be required to be held in accordance with the rules of parliamentary procedure.

9. Action without a Meeting. The annual election of directors may be taken without a meeting as provided in the Articles of Incorporation.

10. Shareholder Lists. The officer who has charge of the stock ledger of the Corporation shall prepare and make, before every meeting of shareholders, a complete list of the shareholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each shareholder and the number of shares registered in the name of each shareholder. The list must be arranged by voting group (and within each voting group by class or series of shares). Nothing contained in this Section 10 shall require the Corporation to include electronic mail addresses or other electronic contact information on such list. Such list shall be open to the examination of any shareholder at the time and place of the meeting in the manner provided by law. The list shall also be open to the examination of any shareholder during the whole time of the meeting as provided by law.

Article II - Directors

1. Powers. The business of the Corporation shall be managed by or under the direction of a Board of Directors who may exercise all the powers of the Corporation except as otherwise provided by law, by the Articles of Incorporation or by these By-laws. In the event of a vacancy in the Board of Directors, the remaining directors, except as otherwise provided by law, may exercise the powers of the full Board until the vacancy is filled and during such time the Board of Directors shall be deemed to be duly constituted notwithstanding such vacancy.

2. Number and Qualification. Unless otherwise provided in the Articles of Incorporation or in these By-laws, the number of directors which shall constitute the whole board shall be determined from time to time by resolution of the Board of Directors or the shareholders entitled to vote thereon. Directors need not be shareholders. If at any time fewer than the number of Directors designated by the shareholders or Directors have been elected, the Board of Directors shall nonetheless be deemed duly constituted.

3. Vacancies; Reduction of Board. Except as provided herein or in the Articles of Incorporation, a majority of the directors then in office, although less than a quorum, or a sole remaining Director, may fill vacancies in the Board of Directors, including vacancies arising from newly created directorships resulting from any increase in the authorized number of directors. However, if the vacant office was held by a director elected by a voting group of shareholders, only the holders of shares of that voting group or the remaining directors elected by that voting group are entitled to vote to fill the vacancy. In lieu of filling any vacancy, the Board

of Directors may reduce the number of directors. If at any time fewer than the number of Directors designated by the shareholders or Directors have been elected, the Board of Directors shall nonetheless be deemed duly constituted.

4. Tenure. Except as otherwise provided by law, by the Articles of Incorporation or by these By-laws, directors shall hold office until their successors are elected and qualified or until their earlier resignation or removal. Any director may resign at any time upon notice given in writing or by electronic transmission to the Corporation. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

5. Removal. To the extent permitted by law, a director may be removed from office with or without cause by vote of the holders of a majority of the shares of stock entitled to vote in the election of directors.

6. Meetings. Regular meetings of the Board of Directors may be held without notice at such time, date and place as the Board of Directors may from time to time determine. Special meetings of the Board of Directors may be called, orally or in writing, by the Chief Executive Officer, if one is elected, or, if there is no Chief Executive Officer, the President, or by two or more Directors, designating the time, date and place thereof. Directors may participate in meetings of the Board of Directors by means of conference telephone or other communications equipment by means of which all directors participating in the meeting can hear each other, and participation in a meeting in accordance herewith shall constitute presence in person at such meeting.

7. Notice of Meetings. Notice of the time, date and place of all special meetings of the Board of Directors shall be given to each director by the Secretary, or Assistant Secretary, or in case of the death, absence, incapacity or refusal of such persons, by the officer or one of the directors calling the meeting. Notice shall be given to each director in person, by telephone, or by facsimile, electronic mail or other form of electronic communications, sent to such director's business or home address at least twenty-four (24) hours in advance of the meeting, or by written notice mailed to such director's business or home address at least forty-eight (48) hours in advance of the meeting.

8. Quorum. At any meeting of the Board of Directors, a majority of the total number of directors shall constitute a quorum for the transaction of business. Less than a quorum may adjourn any meeting from time to time and the meeting may be held as adjourned without further notice.

9. Action at Meeting. At any meeting of the Board of Directors at which a quorum is present, a majority of the directors present may take any action on behalf of the Board of Directors, unless a larger number is required by law, by the Articles of Incorporation or by these By-laws.

10. Action by Consent. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if all members of the Board of Directors consent thereto in writing or by electronic transmission, and the writing or writings or electronic transmission or transmissions are filed with the records of the meetings of the Board of Directors. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

11. Committees. The Board of Directors may, by resolution passed by a majority of the whole Board of Directors, establish one or more committees, each committee to consist of one or more directors. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member.

Any such committee, to the extent permitted by law and to the extent provided in the resolution of the Board of Directors, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to the following: (i) approving or proposing to shareholders action that requires shareholder approval; (ii) filling vacancies on the board of directors or on any of its committees; (iii) adopting, amending or repealing any provision of these By-laws; (iv) approving a plan of merger not requiring shareholder approval, (v) electing or appointing any director, or removing any officer or director; or (vii) amending or repealing any resolution adopted by the board which by its terms is amendable or repealable only by the board.

Except as the Board of Directors may otherwise determine, any such committee may make rules for the conduct of its business, but in the absence of such rules its business shall be conducted so far as possible in the same manner as is provided in these By-laws for the Board of Directors. All members of such committees shall hold their committee offices at the pleasure of the Board of Directors, and the Board may abolish any committee at any time.

Article III - Officers

1. Enumeration. The officers of the Corporation shall consist of a President, a Treasurer, a Secretary, and such other officers, including, without limitation, a Chief Executive Officer and one or more Vice Presidents (including Executive Vice Presidents or Senior Vice Presidents), Assistant Vice Presidents, Assistant Treasurers and Assistant Secretaries, as the Board of Directors may determine. The Board of Directors may elect from among its members a Chairman of the Board and a Vice Chairman of the Board.

2. Election. The President, Treasurer and Secretary shall be elected annually by the Board of Directors at their first meeting following the annual meeting of shareholders. Other officers may be chosen by the Board of Directors at such meeting or at any other meeting.

3. Qualification. No officer need be a shareholder or Director. Any two or more offices may be held by the same person. Any officer may be required by the Board of Directors to give bond for the faithful performance of such officer's duties in such amount and with such sureties as the Board of Directors may determine.

4. Tenure. Except as otherwise provided by the Articles of Incorporation or by these By-laws, each of the officers of the Corporation shall hold office until the first meeting of the Board of Directors following the next annual meeting of shareholders and until such officer's successor is elected and qualified or until such officer's earlier resignation or removal. Any officer may resign by delivering his or her written resignation to the Corporation, and such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

5. Removal. The Board of Directors may remove any officer with or without cause by a vote of a majority of the directors then in office.

6. Vacancies. Any vacancy in any office may be filled for the unexpired portion of the term by the Board of Directors.

7. Chairman of the Board and Vice Chairman. Unless otherwise provided by the Board of Directors, the Chairman of the Board of Directors, if one is elected, shall preside, when present, at all meetings of the shareholders and the Board of Directors. The Chairman of the Board shall have such other powers and shall perform such duties as the Board of Directors may from time to time designate.

Unless otherwise provided by the Board of Directors, in the absence of the Chairman of the Board, the Vice Chairman of the Board, if one is elected, shall preside, when present, at all meetings of the shareholders and the Board of Directors. The Vice Chairman of the Board shall have such other powers and shall perform such duties as the Board of Directors may from time to time designate.

8. Chief Executive Officer. The Chief Executive Officer, if one is elected, shall have such powers and shall perform such duties as the Board of Directors may from time to time designate.

9. President. The President shall, subject to the direction of the Board of Directors, have general supervision and control of the Corporation's business. If there is no Chairman of the Board or Vice Chairman of the Board, the President shall preside, when present, at all meetings of shareholders and the Board of Directors. The President shall have such other powers and shall perform such duties as the Board of Directors may from time to time designate.

10. Vice Presidents and Assistant Vice Presidents. Any Vice President (including any Executive Vice President or Senior Vice President) and any Assistant Vice President shall have such powers and shall perform such duties as the Board of Directors may from time to time designate.

11. Treasurer and Assistant Treasurers. The Treasurer shall, subject to the direction of the Board of Directors, have general charge of the financial affairs of the Corporation and shall cause to be kept accurate books of account. The Treasurer shall have custody of all funds, securities, and valuable documents of the Corporation, except as the Board of Directors may otherwise provide. The Treasurer shall have such other powers and shall perform such duties as the Board of Directors may from time to time designate.

Any Assistant Treasurer shall have such powers and perform such duties as the Board of Directors may from time to time designate.

12. Secretary and Assistant Secretaries. The Secretary shall record the proceedings of all meetings of the shareholders and the Board of Directors (including committees of the Board) in books kept for that purpose. In the absence of the Secretary from any such meeting an Assistant Secretary, or if such person is absent, a temporary secretary chosen at the meeting, shall record the proceedings thereof. The Secretary shall have charge of the stock ledger (which may, however, be kept by any transfer or other agent of the Corporation) and shall have such other duties and powers as may be designated from time to time by the Board of Directors.

Any Assistant Secretary shall have such powers and perform such duties as the Board of Directors may from time to time designate.

13. Other Powers and Duties. Subject to these By-laws, each officer of the Corporation shall have in addition to the duties and powers specifically set forth in these By-laws, such duties and powers as are customarily incident to such officer's office, and such duties and powers as may be designated from time to time by the Board of Directors.

Article IV - Capital Stock

1. Certificates of Stock. Each shareholder shall be entitled to a certificate of the capital stock of the Corporation in such form as may from time to time be prescribed by the Board of Directors. Such certificate shall be signed by the Chairman or Vice Chairman of the Board of Directors, if any, or the President or a Vice President, or by the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary. Such signatures may be a facsimile. If the certificate is signed in facsimile, then it must be countersigned by a transfer agent or registered by a registrar other than the corporation itself or an employee of the corporation. The transfer agent or registrar may sign either manually or by facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed on such certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if such person were such officer, transfer agent or registrar at the time of its issue. Every certificate for shares

of stock which are subject to any restriction on transfer and every certificate issued when the Corporation is authorized to issue more than one class or series of stock shall contain such legend with respect thereto as is required by law. The Corporation shall be permitted to issue fractional shares.

2. Transfers. Subject to any restrictions on transfer, shares of stock may be transferred on the books of the Corporation by the surrender to the Corporation or its transfer agent of the certificate therefor properly endorsed or accompanied by a written assignment or power of attorney properly executed, with transfer stamps (if necessary) affixed, and with such proof of the authenticity of signature as the Corporation or its transfer agent may reasonably require.

3. Record Holders. Except as may otherwise be required by law, by the Articles of Incorporation or by these By-laws, the Corporation shall be entitled to treat the record holder of stock as shown on its books as the owner of such stock for all purposes, including the payment of dividends and the right to vote with respect thereto, regardless of any transfer, pledge or other disposition of such stock, until the shares have been transferred on the books of the Corporation in accordance with the requirements of these By-laws.

It shall be the duty of each shareholder to notify the Corporation of such shareholder's post office address.

4. Record Date. In order that the Corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not precede the date on which it is established, and which shall not be more than sixty (60) nor less than ten (10) days before the date of such meeting, more than ten (10) days after the date on which the record date for shareholder consent without a meeting is established, nor more than sixty (60) days prior to any other action. In such case only shareholders of record on such record date shall be so entitled notwithstanding any transfer of stock on the books of the Corporation after the record date.

If no record date is fixed, (a) the record date for determining shareholders entitled to notice of or to vote at a meeting of shareholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held, (b) the record date for determining shareholders entitled to consent to corporate action in writing without a meeting, when no prior action by the Board of Directors is necessary, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation by delivery to its registered office in this state, to its principal place of business, or to an officer or agent of the Corporation having custody of the book in which proceedings of meetings of shareholders are recorded, and (c) the record date for determining shareholders for any other

purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

5. Lost Certificates. The Corporation may issue a new certificate of stock in the place of any certificate theretofore issued by it, alleged to have been lost, stolen or destroyed, and the Corporation may require the owner of the lost, stolen or destroyed certificate, or his legal representative, to give the Corporation a bond sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

Article V - Indemnification

1. Definitions. For purposes of this Article V:

(a) "Corporate Status" describes the status of a person who is serving or has served (i) as a Director of the Corporation, (ii) as an Officer of the Corporation, or (iii) as a director, partner, trustee, officer, employee or agent of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise which such person is or was serving at the request of the Corporation. For purposes of this Section l(a), an Officer or Director of the Corporation who is serving or has served as a director, partner, trustee, officer, employee or agent of a Subsidiary shall be deemed to be serving at the request of the Corporation. Notwithstanding the foregoing, "Corporate Status" shall not include the status of a person who is serving or has served as a director, officer, employee or agent of a constituent corporation absorbed in a merger or consolidation transaction with the Corporation with respect to such person's activities prior to said transaction, unless specifically authorized by the Board of Directors or the shareholders of the Corporation;

(b) "Director" means any person who serves or has served the Corporation as a director on the Board of Directors of the Corporation;

(c) "Disinterested Director" means, with respect to each Proceeding in respect of which indemnification is sought hereunder, a Director of the Corporation who is not and was not a party to such Proceeding;

(d) "Expenses" means all reasonable attorneys' fees, retainers, court costs, transcript costs, fees of expert witnesses, private investigators and professional advisors (including, without limitation, accountants and investment bankers), travel expenses, duplicating costs, printing and binding costs, costs of preparation of demonstrative evidence and other courtroom presentation aids and devices, costs incurred in connection with document review, organization, imaging and computerization, telephone charges, postage, delivery service fees, and all other disbursements, costs or expenses of the type customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, being or preparing to be a witness in, settling or otherwise participating in, a Proceeding;

(e) “Non-Director Employee” means any person who serves or has served as an employee or agent of the Corporation, including without limitation an Officer, but who is not or was not a Director;

(f) “Officer” means any person who serves or has served the Corporation as an officer appointed by the Board of Directors of the Corporation;

(g) “Proceeding” means any threatened, pending or completed action, suit, arbitration, alternate dispute resolution mechanism, inquiry, investigation, administrative hearing or other proceeding, whether civil, criminal, administrative, arbitrative or investigative; and

(h) “Subsidiary” shall mean any corporation, partnership, limited liability company, joint venture, trust or other entity of which the Corporation owns (either directly or through or together with another Subsidiary of the Corporation) either (i) a general partner, managing member or other similar interest or (ii) (A) 50% or more of the voting power of the voting capital equity interests of such corporation, partnership, limited liability company, joint venture or other entity, or (B) 50% or more of the outstanding voting capital stock or other voting equity interests of such corporation, partnership, limited liability company, joint venture or other entity.

2. Indemnification of Directors and Officers. Subject to the operation of Section 4 of this Article V of these By-laws, each Director shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Florida Business Corporation Act, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than such law permitted the Corporation to provide prior to such amendment) against any and all expenses, judgments, penalties, fines and amounts reasonably paid in settlement that are incurred by such Director or on such Director’s behalf in connection with any threatened, pending or completed Proceeding or any claim, issue or matter therein, which such Director is, or is threatened to be made, a party to or participant in by reason of such Director’s Corporate Status, if such Director acted in good faith and in a manner such Director reasonably believed to be in or not opposed to the best interests of the Corporation and, with respect to any criminal proceeding, had no reasonable cause to believe his or her conduct was unlawful. The rights of indemnification provided by this Section 2 shall continue as to a Director after he or she has ceased to be a Director and shall inure to the benefit of his or her heirs, executors, administrators and personal representatives. Notwithstanding the foregoing, the Corporation shall indemnify any Director seeking indemnification in connection with a Proceeding initiated by such Director only if such Proceeding was authorized by the Board of Directors of the Corporation, unless such Proceeding was brought to enforce a Director’s rights to indemnification or advancement of Expenses under these By-laws in accordance with the provisions set forth herein.

3. Indemnification of Non-Director Employees. Subject to the operation of Section 4 of this Article V of these By-laws, each Non-Director Employee may, in the discretion of the Board of Directors of the Corporation, be indemnified by the Corporation to the fullest extent

authorized by the Florida Business Corporation Act, as the same exists or may hereafter be amended, against any or all expenses, judgments, penalties, fines and amounts reasonably paid in settlement that are incurred by such Non-Director Employee or on such Non-Director Employee's behalf in connection with any threatened, pending or completed Proceeding, or any claim, issue or matter therein, which such Non-Director Employee is, or is threatened to be made, a party to or participant in by reason of such Non-Director Employee's Corporate Status, if such Non-Director Employee acted in good faith and in a manner such Non-Director Employee reasonably believed to be in or not opposed to the best interests of the Corporation and, with respect to any criminal proceeding, had no reasonable cause to believe his or her conduct was unlawful. The rights of indemnification provided by this Section 3 shall exist as to a Non-Director Employee after he or she has ceased to be a Non-Director Employee and shall inure to the benefit of his or her heirs, personal representatives, executors and administrators. Notwithstanding the foregoing, the Corporation may indemnify any Non-Director Employee seeking indemnification in connection with a Proceeding initiated by such Non-Director Employee only if such Proceeding was authorized by the Board of Directors of the Corporation.

4. Good Faith. Unless ordered by a court, no indemnification shall be provided pursuant to this Article V to a Director or to a Non-Director Employee unless a determination shall have been made that such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation and, with respect to any criminal Proceeding, such person had no reasonable cause to believe his or her conduct was unlawful. Such determination shall be made by (a) a majority vote of the Disinterested Directors, even though less than a quorum of the Board of Directors, (b) a committee comprised of Disinterested Directors, such committee having been designated by a majority vote of the Disinterested Directors (even though less than a quorum), (c) if there are no such Disinterested Directors, or if a majority of Disinterested Directors so directs, by independent legal counsel in a written opinion, or (d) by the shareholders of the Corporation.

5. Advancement of Expenses to Directors Prior to Final Disposition.

(a) The Corporation shall advance all Expenses incurred by or on behalf of any Director in connection with any Proceeding in which such Director is involved by reason of such Director's Corporate Status within ten (10) days after the receipt by the Corporation of a written statement from such Director reaffirming his or her good faith belief that he or she has met the relevant standard of conduct described in Fla. Stat.§ 607.0850 or that the proceeding involves conduct for which liability has been eliminated under a provision of the Articles of Incorporation and requesting such advance or advances from time to time, whether prior to or after final disposition of such Proceeding. Such statement or statements shall reasonably evidence the Expenses incurred by such Director and shall be preceded or accompanied by an undertaking by or on behalf of such Director to repay any Expenses so advanced if it shall ultimately be determined that such Director is not entitled to be indemnified against such Expenses.

(b) If a claim for advancement of Expenses hereunder by a Director is not paid in full by the Corporation within 10 days after receipt by the Corporation of

documentation of Expenses and the required undertaking, such Director may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and if successful in whole or in part, such Director shall also be entitled to be paid the expenses of prosecuting such claim. The failure of the Corporation (including its Board of Directors or any committee thereof, independent legal counsel, or shareholders) to make a determination concerning the permissibility of such advancement of Expenses under this Article V shall not be a defense to the action and shall not create a presumption that such advancement is not permissible. The burden of proving that a Director is not entitled to an advancement of expenses shall be on the Corporation.

(c) In any suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that the Director has not met any applicable standard for indemnification set forth in the Florida Business Corporation Act.

6. Advancement of Expenses to Non-Director Employees Prior to Final Disposition.

(a) The Corporation may, at the discretion of the Board of Directors of the Corporation, advance any or all Expenses incurred by or on behalf of any Non-Director Employee in connection with any Proceeding in which such is involved by reason of the Corporate Status of such Non-Director Employee upon the receipt by the Corporation of a statement or statements from such Non-Director Employee requesting such advance or advances from time to time, whether prior to or after final disposition of such Proceeding. Such statement or statements shall reasonably evidence the Expenses incurred by such Non-Director Employee and shall be preceded or accompanied by an undertaking by or on behalf of such to repay any Expenses so advanced if it shall ultimately be determined that such Non-Director Employee is not entitled to be indemnified against such Expenses.

(b) In any suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that the Non-Director Employee has not met any applicable standard for indemnification set forth in the Florida Business Corporation Act.

7. Contractual Nature of Rights.

(a) The foregoing provisions of this Article V shall be deemed to be a contract between the Corporation and each Director entitled to the benefits hereof at any time while this Article V is in effect, and any repeal or modification thereof shall not affect any rights or obligations then existing with respect to any state of facts then or theretofore existing or any Proceeding theretofore or thereafter brought based in whole or in part upon any such state of facts.

3. Execution of Instruments. All deeds, leases, transfers, contracts, bonds, notes and other obligations to be entered into by the Corporation in the ordinary course of its business without director action may be executed on behalf of the Corporation by the Chief Executive Officer, if one is elected, the President, any Vice President or the Treasurer, or by any other officer, employee or agent of the Corporation as the Board of Directors may authorize.

4. Voting of Securities. Unless the Board of Directors otherwise provides, the Chief Executive Officer, if one is elected, the President, any Vice President or the Treasurer may waive notice of and act on behalf of this Corporation, or appoint another person or persons to act as proxy or attorney in fact for this Corporation with or without discretionary power and/or power of substitution, at any meeting of shareholders or shareholders of any other corporation or organization, any of whose securities are held by this Corporation.

5. Resident Agent. The Board of Directors may appoint a resident agent upon whom legal process may be served in any action or proceeding against the Corporation.

6. Corporate Records. The original or attested copies of the Articles of Incorporation, By-laws and records of all meetings of the incorporators, shareholders and the Board of Directors and the stock and transfer records, which shall contain the names of all shareholders, their record addresses and the amount of stock held by each, shall be kept at the principal office of the Corporation, at the office of its counsel, or at an office of its transfer agent.

7. Articles of Incorporation. All references in these By-laws to the Articles of Incorporation shall be deemed to refer to the Articles of Incorporation of the Corporation, as amended and in effect from time to time.

8. Amendments. These By-laws may be altered, amended or repealed, and new By-laws may be adopted, by the shareholders or by the Board of Directors; provided, that (a) the Board of Directors may not alter, amend or repeal any provision of these By-laws which by law, by the Articles of Incorporation or by these By-laws requires action by the shareholders and (b) any alteration, amendment or repeal of these By-laws by the Board of Directors and any new By-law adopted by the Board of Directors may be altered, amended or repealed by the shareholders.

9. Waiver of Notice. Whenever notice is required to be given under any provision of these By-laws, a written waiver, signed by the person entitled to notice, or a waiver by electronic transmission by the person entitled to notice, whether before or after the time of the event for which notice is to be given, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any meeting needs to be specified in any written waiver or any waiver by electronic transmission.

Exhibit 3.81

CERTIFIED TO BE A TRUE AND CORRECT COPY
AS TAKEN FROM AND COMPARED WITH THE
ORIGINAL ON **ILLEGIBLE** THIS OFFICE

OCT 21 2011

/s/ Illegible Signature
SECRETARY OF STATE OF SOUTH CAROLINA

STATE OF SOUTH CAROLINA
SECRETARY OF STATE

ARTICLES OF ORGANIZATION
LIMITED LIABILITY COMPANY

The undersigned delivers the following articles of organization to form a South Carolina limited liability company pursuant to Section 33-44-202 and Section 33-44-203 of the 1976 South Carolina Code of Laws, as amended.

1. The name of the limited liability company which complies with Section 33-44-105 of the South Carolina Code of 1976, as amended, is Rebound Behavioral Health, LLC

2. The address of the initial designated office of the Limited Liability Company in South Carolina is

2028 Wheat Street
Street Address

Columbia — 29205
City — Zip Code

3. The initial agent for service of process of the Limited Liability Company is

CT Corporation System
Name

Signature

and the street address in South Carolina for this initial agent for service of process is

2 Office Park Court, Suite 103
Street Address

Columbia — 29223
City — Zip Code

4. The name and address of each organizer is

(a) Robert A. Hanner
Name

2028 Wheat Street
Street Address

Columbia — 29205
City — Zip Code

5. ☒ Check this box only if the company is to be a term company. If so, provide the term specified:

99 Years

110720-0164 **FILED: 07/20/2011**
REBOUND BEHAVIORAL HEALTH, LLC
Filling Fee: $110.00 ORIG

Rebound Behavioral Health, LLC
Name of Limited Liability Company

6. ☐ Check this box only if management of the limited liability company is vested in a manager or managers. If this company is to be managed by managers, specify the name and address of each initial manager:

(a) _____
Name

_____
Street Address

_____
City Zip Code

7. ☐ Check this box only if one or more of the members of the company are to be liable for its debts and obligations under Section 33-44-303(c). If one or more members are so liable, specify which members, and for which debts, obligations or liabilities such members are liable in their capacity as members.

_____
_____
_____

8. Unless a delayed effective date is specified, these articles will be effective when endorsed for filing by the Secretary of State. Specify any delayed effective date and time:

_____

9. Set forth any other provisions not inconsistent with law which the organizers determine to include, including any provisions that are required or are permitted to be set forth in the limited liability company operating agreement.

10. Signature of each organizer:

/s/ Robert A. Hanner
Robert A. Hanner
Date: 7/19/11

Exhibit 3.82

OPERATING AGREEMENT

OF

REBOUND BEHAVIORAL HEALTH, LLC

This Operating Agreement (the "Agreement") of Rebound Behavioral Health, LLC, a South Carolina limited liability company (the "Company"), is entered into by and between Acadia Healthcare Company, Inc., a South Carolina corporation (the "Member") and the persons admitted to the Company as members who shall be identified on Schedule A, as amended from time to time, effective as of July 20, 2011.

WHEREAS, the Member desires to form the Company as a limited liability company in accordance with the South Carolina Limited Liability Company Act (as amended, the "Act");

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Organization. Effective July 20, 2011, the Company was formed as a South Carolina limited liability company by the filing of a certificate of formation in the office of the Secretary of State of South Carolina (the "Certificate").

Section 2. Registered Office; Registered Agent. The registered office of the Company in the State of South Carolina will be the initial registered office designated in the Certificate or such other office (which need not be a place of business of the Company) as the Member may designate from time to time in the manner provided by law. The registered agent of the Company in the State of South Carolina will be the initial registered agent designated in the Certificate, or such other person as the Member may designate from time to time in the manner provided by law. The principal office of the Company will be at such location as the Member may designate from time to time, which need not be in the State of South Carolina.

Section 3. Powers. The Company will have all powers permitted to be exercised by a limited liability company organized in the State of South Carolina.

Section 4. Term. The Company commenced on the date the Certificate was filed with the Secretary of State of South Carolina, and will continue in existence until terminated pursuant to this Agreement.

Section 5. Fiscal Year. The fiscal year of the Company for financial statement and federal income tax purposes will end on December 31 unless otherwise determined by the Member.

Section 6. Member. The Member owns 100% of the limited liability company interests in the Company.

Section 7. Address. The address of the Member is set forth below:

830 Crescent Centre Drive, Suite 610
Franklin, TN 37067

Section 8. New Members. No person may be admitted as a member of the Company without the approval of the Member.

Section 9. Liability to Third Parties. The Member will not have any personal liability for any obligations or liabilities of the Company, whether such liabilities arise in contract, tort or otherwise.

Section 10. Capital Contributions. On or before the date hereof, the Member has made a capital contribution in cash to the Company in the amount of $100.00. The Member will not be required to make any additional capital contributions to the Company except as may otherwise be agreed to by the Member.

Section 11. Participation in Profits and Losses. All profits and losses of the Company will be allocated to the Member.

Section 12. Distributions. Distributions will be made by the Company to the Member at such times as may be determined by the Member.

Section 13. Management. The power and authority to manage, direct and control the Company will be vested solely in the Member.

Section 14. Officers. The Member may, from time to time, designate one or more individuals to be officers of the Company, with such titles as the Member may assign to such individuals. The initial officers of the Company will be a President, a Secretary and two Vice Presidents as more specifically provided below. Officers so designated will have such authority and perform such duties as the Member may from time to time delegate to them. Any number of officer positions may be held by the same individual. Any officer may resign as such at any time by providing written notice to the Company. Any officer may be removed as such, either with or without cause, by the Member, in its sole discretion. Any vacancy occurring in any officer position of the Company may be filled by the Member. The officers of the Company, if and when designated by the Member, will have the authority, acting individually, to bind the Company.

Section 15. President. The President will, subject to the control of the Member, have general supervision, direction and control of the business and affairs of the Company. Subject to the control of the Member, the President will have the general powers and duties of management usually vested in the office of president and chief executive officer of corporations, and will have such other powers and duties as may be prescribed by the Member.

Section 16. Secretary. The Secretary will, subject to the control of the Member, prepare and keep the minutes of the proceedings of the Company in books provided for that purpose, see that all notices are duly given in accordance with the provisions of the Act, be custodian of the Company records, and will have the general powers and duties usually vested in the office of secretary of corporations, and will have such other powers and duties as may be prescribed by the Member.

Section 17. Vice Presidents. The Vice Presidents will, subject to the control of the Member, perform such duties as may be assigned to them by the President and will have the general powers and duties usually vested in the office of vice president of corporations, and will have such other powers and duties as may be prescribed by the Member. In the case of the death, disability or absence of the President, a Vice President shall perform and be vested with all the duties and powers of the President until the Member appoints a new President.

Section 18. Indemnification. The Company shall indemnify any individual who is or was a party or is or was threatened to be made a party to any action, suit, or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was an officer of the Company against expenses (including reasonable attorneys' fees and expenses), judgments, fines and amounts paid in settlement actually and reasonably incurred by such individual in connection with such action, suit or proceeding, to the extent permitted by applicable law. The right to indemnification conferred in this Section 18 includes the right of such individual to be paid by the Company the expenses incurred in defending any such action in advance of its final disposition (an "Advancement of Expenses"); provided, however, that the Company will only make an Advancement of Expenses upon delivery to the Company of an undertaking, by or on behalf of such Indemnitee, to repay all amounts so advanced if it is ultimately determined that such Indemnitee is not entitled to be indemnified under this Section 18 or otherwise.

Section 19. Dissolution. The Company will dissolve and its affairs will be wound up as may be determined by the Member, or upon the earlier occurrence of any other event causing dissolution of the Company under the Act. In such event, the Member will proceed diligently to wind up the affairs of the Company and make final distributions, and will cause the existence of the Company to be terminated.

Section 20. Amendment or Modification. This Agreement may be amended or modified from time to time only by a written instrument that is executed by the Member.

Section 21. Binding Effect. This Agreement will be binding on and inure to the benefit of the Member and its successors and assigns.

Section 22. Governing Law. This Agreement is governed by and will be construed in accordance with the law of the State of South Carolina without regard to the conflicts of law principles thereof.

IN WITNESS THEREOF, the parties hereto have executed this Agreement effective as of the date set forth above.

MEMBER:

ACADIA HEALTHCARE COMPANY, INC.

By: /s/ Christopher L. Howard
Name: Christopher L. Howard
Its: Vice President and Secretary

Schedule A

None.

[ILLEGIBLE]

State of Mississippi

[SEAL]

Office of Secretary of State

Jackson

Certificate of Incorporation

of

REHABILITATION CENTERS, INC.

The undersigned, as Secretary of State of the State of Mississippi, hereby certifies that duplicate originals of Articles of Incorporation for the above named corporation duly signed and verified pursuant to the provisions of the Mississippi Business Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this CERTIFICATE OF INCORPORATION, and attaches hereto a duplicate original of the Articles of Incorporation.

Given under my hand and Seal of Office, this the 23rd day of May, 1975.

/s/ Heber Ladner

SECRETARY OF STATE.

[SEAL]

ARTICLES OF INCORPORATION
OF
REHABILITATION CENTERS, INC.

We, the undersigned persons of the age of 21 years or more, acting as incorporators of a corporation under the Mississippi Business Corporation Act, adopt the following Articles of Incorporation for such corporation:

FIRST: The name of the corporation is Rehabilitation Centers, Inc.

SECOND: The period of its duration is ninety-nine (99) years.

THIRD: The purposes for which the corporation is organized are: To engage in and carry on the business of operating rehabilitation, convalescent, nursing or rest homes or hospitals or other establishments for the care and treatment of any and all persons; to provide the proper and necessary care and treatment of any and all patients located therein such as nursing care, medical treatment, medicine and drugs, food, and any and all other related needs; to receive, care for, and treat privately financed patients, patients whose expenses are provided for governmental agencies, charitable agencies, or otherwise, and any and all other persons the corporation is willing to receive, care for, and treat; to do any and everything that is usually done in the ownership and operation of what is commonly known as health care facilities including the furnishing of said facilities with all equipment, fixtures, and other properties necessary for the operation thereof.

To have full authority to acquire, hold, own, mortgage, sell, assign, transfer, invest, trade, and deal in or with any and all of the aforementioned property or any property owned by the corporation, and to perform all acts and do all things necessary to acquire title to any such property or dispose of the

[ILLEGIBLE]

same in the general conduct of the business of the operation of health care facilities. In order to promote the business of said corporation for the aforesaid purposes, the said corporation shall have the right to own and operate one or more places of business, and unlimitedly and without restrictions to hold, own, purchase, convey, lease, rent, encumber, borrow upon, and give notes and deeds of trusts of other forms of indebtedness as to real or personal property, and to deal generally in real, personal, and mixed property throughout the State of Mississippi, all in such manner and upon such terms as the officers of this corporation shall deem necessary or proper.

To do all and everything necessary, suitable, and proper for the accomplishment of any of the purposes or the attainment of any of the objects or the furtherance of any of the powers hereinbefore or hereinafter set forth, either alone or in association with other corporations, firms, and individuals, and to do every other act or acts, thing or things, incidental to or grow- [Illegible] connected with the aforesaid business, or any part [Illegible] to the laws of the State of Mississippi or the United States of America, and said corporation shall further have all such rights and powers as are granted by Title 21, Chapter 4 of the Mississippi Recompliled Code of 1942, annotated, and as amended.

FOURTH: The aggregate number of shares which the corporation shall have authority to issue is 1,000 shares of common stock of the par value of $100.00 per share.

FIFTH: The corporation will not commence business until consideration of the value of at least $1,000.00 has been received for the issuance of shares.

SIXTH: The post office address of its initial registered agent is: [Illegible] First Avenue, North West, P. O. Box 697, Magee, Mississippi, 39111, and the name of its initial registered agent at such address is Ras Keys.

SEVENTH: The number of directors constituting the initial Board of Directors is four, and the names and addresses of the persons who are to serve as directors until the first annual meeting of the shareholders or until successors are elected and shall qualify are:

Ras Keys
900 1st Avenue, N. W.
P. O. Box 697
Magee, Mississippi 39111
Doctor J. O. Stephens
P. O. Box 545
Magee, Mississippi 39111
Carolyn Terrell Stephens
P. O. Box 545
Magee, Mississippi 39111
Pauline S. Keys
446 Colonial Drive
P. O. Box 472
Magee, Mississippi 39111

EIGHTH: The name and post office address of each incorporator is:

Ras Keys
900 1st Avenue, N. W.
P. O. Box 697
Magee, Mississippi 39111
Doctor J. O. Stephens
P. O. Box 545
Magee, Mississippi 39111

Dated this the 17th day of May, 1975.

/s/ Ras Keys
RAS KEYS

/s/ J. O. Stephens, M.D.
J. O. STEPHENS, M. D.

INCORPORATORS

STATE OF MISSISSIPPI

COUNTY OF SIMPSON

This day personally appeared before me, the undersigned authority in and for the state and county above mentioned, the within named Ras Keys and J. O. Stephens, Incorporators of the corporation known as Rehabilitation Centers, Inc., who acknowledged that they signed, sealed, and executed the above and foregoing Articles of Incorporation as their act and deed and as the act and deed of the corporation, and that the statements therein contained are true and correct as therein stated.

Witness my signature and seal of office, this the 17th day of May, 1975.

/s/ [Illegible signature]
NOTARY PUBLIC

My Commission Expires:

Nov. 1, 1976

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Articles of Merger or Share Exchange
Profit Corporation

The undersigned corporation pursuant to Section 79-4-11.05, as amended, hereby executes the following document and sets forth:

1. Name of Corporation 1

Rehabilitation Centers, Inc.

2. Name of Corporation 2

YFCS Merger Corp.

3. Name of Corporation 3

4. The future effective date is (Complete if applicable) **N/A**

5. The plan of merger or share exchange. (Attach page)

6. Mark appropriate box.

☐ (a) Shareholder approval of the plan of merger or share exchange was not required.

Or

☒ (b) If approval of the shareholders of one or more corporations party to the merger or share exchange was required

(i) the designation, number of outstanding shares, and number of votes entitled to be cast by each class entitled to vote separately on the plan as to each

Name of Corporation	Designation	No. of outstanding shares	No. of votes entitled to be cast
Rehabilitation Centers, Inc.	Common	49	49
YFCS Merger Corp.	Common	1,000	1,000

Rev. 06/94

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Articles of Merger or Share Exchange
Profit Corporation

AND EITHER

a. the total number of votes cast for and against the plan by each class entitled to vote separately on the plan was

Name of Corporation	Class	Total no. of votes cast FOR the plan	Total no. of votes cast AGAINST the Plan
Rehabilitation Centers, Inc.	Common	49	-0-
YFCS Merger Corp.	Common	1,000	-0-

OR

b. the total number of undisputed votes cast for the plan separately by each class was

Name of Corporation	Class	Total no. of undisputed votes cast FOR the plan

and the number of votes cast for the plan by each class was sufficient for approval by that class.

Name of Corporation 1

Rehabilitation Centers, Inc.

By: Signature /s/ Joseph L. Stephens (Please keep writing within blocks)

Printed Name Joseph L. Stephens Title President

Rev. 06/94

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Articles of Merger or Share Exchange
Profit Corporation

Name of Corporation 2

YFCS Merger Corp.

By: Signature /s/ Kevin P. Sheehan (Please keep writing within blocks)

Printed Name Kevin P. Sheehan Title President/CEO

Name of Corporation 3

By: Signature (Please keep writing within blocks)

Printed Name Title

NOTE

1. If shareholder approval is required, the plan must be approved by each voting group entitled to vote on the plan by a majority of all votes entitled to be cast by that voting group unless the Act or the articles of incorporation provide for a greater or lessor vote, but not less than a majority cast at a meeting.
2. The articles cannot be filed unless the corporation(s) has (have) paid all fees and taxes (and delinquencies) imposed by law.
3. The articles must be similarly executed by each corporation that is a party to the merger.

Rev. 06/94

PLAN OF MERGER

1. Pursuant to the Mississippi Business Corporation Act, Rehabilitation Centers, Inc. ("RCI"), a Mississippi corporation, and the YFCS Merger Corp. ("Merger Corp."), a Mississippi corporation and a wholly-owned subsidiary of Youth and Family Centered Services, Inc., a Georgia corporation ("YFCS"), shall merge into a single corporation. The separate corporate existence of Merger Corp. shall thereupon cease (the "Merger"). RCI shall be the surviving corporation resulting from the merger.

2. The Merger shall be consummated pursuant to the terms of the Agreement and Plan of Merger (the "Agreement"). The respective Board of Directors and shareholders of RCI, Merger Corp., and YFCS have approved and adopted the Merger pursuant to the terms of the Agreement. The Articles of Incorporation of RCI, as amended and restated in a manner satisfactory to YFCS, shall be the Articles of Incorporation of the surviving corporation. The ByLaws of RCI shall remain in effect after the Merger.

3. Each share of stock of RCI shall be converted into and become the right to receive the consideration stated in the Agreement. All shares of Merger Corp. common stock shall be automatically converted into 10 (ten) shares of common stock of RCI after the Merger.

REHABILITATION CENTERS, INC.

By: /s/ Joseph L. Stephens
Joseph L. Stephens, President

YOUTH AND FAMILY CENTERED SERVICES, INC.

By: /s/ Kevin P. Sheehan
Kevin P. Sheehan, President

Business ID: 409465
Date Filed: 11/14/2011 12:00 PM
C. Delbert Hosemann, Jr.
Secretary of State

AMENDED TO
CERTIFICATE OF INCORPORATION
OF
REHABILITATION CENTERS, INC.

In accordance with the provisions of the Mississippi Business Corporation Act (the "Act"), Rehabilitation Centers, Inc. (the "Corporation"), organized and existing under and by virtue of the provisions of the Act and all amendments thereto, does hereby submit this Amendment to its Certificate of Incorporation:

1. The name of the corporation is Rehabilitation Centers, Inc.

2. Section 7 of the Certificate of Incorporation is hereby amended and restated in its entirety to read as follows:

   "SEVENTH: The number of directors of the Corporation shall be one or more, who will be elected at the annual shareholder meeting or such other time as the shareholder may determine. Each director shall hold office until director's successor is elected and qualified or until such director's earlier resignation or removal."

3. This amendment is duly authorized and adopted by the sole shareholder by written consent action taken effective as of September 30, 2011.

4. The corporation has 1,000 shares of common stock outstanding and entitled to vote on this amendment, all of which were voted in favor of the amendment.

5. This Amendment, which will constitute an amendment to the Certificate of Incorporation, is to be effective when filing with the Commission.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Amendment this the 10th day of November, 2011.

REHABILITATION CENTERS, INC.

By: /s/ Christopher L. Howard
Christopher L. Howard
Vice President and Secretary

Exhibit 3.84

REHABILITATION CENTERS, INC.

AMENDED AND RESTATED BYLAWS

Adopted as of January 22, 2001

Corporate Bylaws

Article I. Definitions

1.01 Code

The Code means the applicable titles, parts, chapters, sections, and other divisions of the state of incorporation's statutory scheme governing the formation and operation of corporations.

1.02 Record Date

Record Date means the date established under the Code on which the corporation determines the identity of its shareholders and their shareholdings. Such determination shall be made as of the close of business on the record date unless another time for doing so is specified when the record date is fixed.

1.03 Voting Group

Voting Group means all shares of one or more classes or series that under the articles of incorporation or the Code are entitled to vote and be counted together collectively on a matter at a meeting of the shareholders. All shares entitled by the articles of incorporation or the Code to vote generally on the matter are for that purpose a single voting group.

1.04 Corporation

Corporation includes any domestic or foreign predecessor entity of the corporation in a merger or other transaction in which the predecessor's existence ceased upon consummation of the transaction.

1.05 Director or Officer

Director or Officer means an individual who is or was (i) a member of the Board of Directors, (ii) an individual elected or appointed by the Board of Directors to serve as an officer, or (iii) a member of any duly constituted Committee of the Board of Directors. "Director" or "officer" includes, unless the context otherwise requires, the estate or personal representative of a director or officer.

1.06 Disinterested Director or Officer

"Disinterested Director" or "Disinterested Officer" means a director or officer who, with respect to a determination of the authorization or non-authorization of an expense advancement or of indemnification, is neither:

(i) the individual whose indemnification or expense advancement is the subject of the decision being made; nor

(ii) An individual having a familial, financial, professional, or employment relationship with the person whose indemnification or advance for expenses is the subject of the decision being made with respect to the proceeding, which relationship would, in the circumstances, reasonably be expected to exert an influence on the director's or officer's judgment when voting on the decision being made.

1.07 Liability

Liability means the obligation to pay a judgment, settlement, penalty, fine (including an excise tax assessed with respect to an employee benefit plan), or reasonable expenses incurred with respect to a proceeding.

1.08 Official Capacity

When used with respect to a director, Official Capacity means the office of director in the corporation. When used with respect to an officer, Official Capacity means the office in the corporation held by the officer. Official capacity does not include service for any other domestic or foreign corporation or any partnership, joint venture, trust, employee benefit plan, or other entity.

1.09 Party

Party includes an individual who was, is, or is threatened to be made a named defendant or respondent in a proceeding.

1.10 Proceeding

Proceeding means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitrative, or investigative and whether formal or informal.

Article II. Offices and Agents

2.01 Registered Office and Agent

The corporation shall maintain a registered office and have a registered agent, whose business office address is identical to that of the registered office, in its state of incorporation and in each state in which the corporation is qualified to do business.

2.02 Other Offices

In addition to its registered office, the corporation may have offices at any other place or places, within or without the state of incorporation, as the Board of Directors may from time to time select or as the business of the corporation may require or make desirable.

Article III. Meetings of the Shareholders

3.01 Annual Meetings

An annual meeting of the shareholders shall be held for the election of directors at such date, time, and place, either within or without the state of incorporation, as may be designated by resolution of the Board of Directors from time to time. Such resolution shall designate the date, time, and place of the meeting. Any other proper business may be transacted at the annual meeting. If an annual meeting is not held as provided in this bylaw, any business, including the election of directors, that might properly have been acted upon at that meeting may be acted upon at a special meeting in lieu of the annual meeting held pursuant to these bylaws or held pursuant to a court order.

3.02 Special Meetings

Special meetings of the shareholders may be called for any purpose or purposes at any time by the Board of Directors, or by the President of the corporation, or by a Committee of the Board of Directors that has been duly designated and authorized by resolution of the Board of Directors to call such meetings. In addition, the Board of Directors shall call such a meeting upon the written request of shareholders holding at least twenty percent (20%) of all the votes entitled to be cast on the issue or issues proposed to be considered at the requested special meeting.

3.03 Quorum

With respect to shares entitled to vote as a separate voting group on a matter at a meeting of shareholders, the presence, in person or by proxy, of a majority of the votes entitled to be cast on the matter by the voting group shall constitute a quorum of that voting group for action on that matter unless the articles of incorporation or the Code provide otherwise. Once a share is represented for any purpose at a meeting, other than solely to object to holding the meeting or to transacting business at the meeting, it is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of the meeting unless a new record date is or must be set for the adjourned meeting pursuant to the bylaw governing the fixing of the record date with regard to shareholder action.

3.04 Adjournment and Reconvention

Whether or not a quorum is present to organize a meeting, any meeting of shareholders may be adjourned by the holders of a majority of the voting shares represented at the meeting to reconvene at a specific time and place, but no later than 120 days after the date fixed for the original meeting unless the requirements of the Code concerning the selection of a new record date have been met. At any reconvened meeting within that time period, any business may be transacted that could have been transacted at the meeting that was adjourned.

3.05 Presiding Officer

The Chief Executive Officer shall serve as the Presiding Officer of every meeting of shareholders unless another person is elected by the shareholders to serve as Presiding Officer at the meeting. The Presiding Officer shall appoint any persons he deems required to assist with the meeting.

3.06 Vote Required for Action

If a quorum exists, action on a matter (other than the election of directors) by a voting group is approved if the votes cast within the voting group favoring the action exceed the votes cast opposing the action, unless the articles of incorporation, provisions of these bylaws validly adopted by the shareholders, or the Code requires a greater number of affirmative votes. If the articles of incorporation or the Code provide for voting by two or more voting groups on a matter, action on that matter is taken only when voted upon by each of those voting groups counted separately. Action may be taken by one voting group on a matter even though no action is taken by another voting group entitled to vote on the matter. With regard to the election of directors, unless otherwise provided in the articles of incorporation, if a quorum exists, action on the election of directors is taken by a plurality of the votes cast by the shares entitled to vote in the election.

3.07 Shares Held by Another Corporation

Shares standing in the name of another corporation, domestic or foreign, may be voted by such officer, agent, or proxy as the by-laws of such other corporation may prescribe, or, in the absence of such a provision, as the board of directors of such other corporation may determine.

3.08 Method of Voting Shares

Unless the articles of incorporation or the Code provide otherwise, each outstanding share having voting rights shall be entitled to one vote on each matter submitted to a vote at a meeting of the shareholders. Voting on all matters shall be by voice vote or by show of hands unless any qualified voter, prior to the voting on any matter, demands vote by ballot, in which case each ballot shall state the name of the shareholder voting and the number of shares voted by him, and if the ballot be cast by proxy, it shall also state the name of the proxy.

3.09 Proxies

A shareholder entitled to vote on a matter may vote in person or by proxy pursuant to an appointment of proxy executed in writing by the shareholder or by his attorney-in-fact. An appointment of proxy shall be valid for only one meeting to be specified therein, and any adjournments of such meeting, but shall not be valid for more than eleven months unless expressly provided therein. Appointments of proxy shall be dated and filed with the records of the meeting to which they relate. If the validity of any appointment of proxy is questioned, it must be submitted to the secretary of the meeting of shareholders for examination or to a proxy officer or committee appointed by the meeting's presiding officer. The secretary of the meeting or, if appointed, the proxy officer or committee, shall determine the validity or invalidity of any appointment of proxy submitted for examination. Reference in the minutes of the meeting by the secretary or, if appointed, the proxy officer or committee, as to the regularity of an appointment of proxy shall be received as prima facie evidence of the facts stated for the purpose of establishing the presence of a quorum at the meeting and for all other purposes.

3.10 Action Without a Meeting

Any action required or permitted to be taken at a meeting of the shareholders, may be taken without a meeting if the action is taken by all shareholders entitled to vote on the action. Or, if allowed by the articles of incorporation, such action may be taken without a meeting by persons who would be entitled to vote shares having voting power to cast not less than the minimum number (or numbers, in the case of voting by groups) of votes that would be necessary to authorize or take the action at a meeting at which all shareholders entitled to vote were present and voted. The action without a meeting must be evidenced by one or more written consents describing the action taken, signed by shareholders entitled to take action without a meeting, and delivered to the corporation for inclusion in the minutes or filing with the corporate records. The corporation shall give written notice of actions so taken.

3.11 Notice

Unless waived as contemplated in these bylaws, a notice of each meeting of shareholders, stating the date, time, and place of the meeting shall be given not less than ten (10) days nor more than sixty (60) days before the date thereof, to each shareholder entitled to vote at that meeting. In the case of an annual meeting, the notice need not state the purpose or purposes of the meeting unless the articles of incorporation or the Code requires otherwise. In the case of a special meeting, including a special meeting in lieu of an annual meeting, the notice of meeting shall state the purpose or purposes for which the meeting is called.

Article IV. Board of Directors

4.01 Powers

All corporate powers, which are lawful and do not violate any legal agreement among shareholders and which are not prohibited by the articles of incorporation or these bylaws, shall be exercised by or under the authority of, and the business and affairs of the corporation shall be managed under, the direction of the Board of Directors. The Board of Directors may, by resolution, vote any shares of stock owned by the corporation. Also, the Board of Directors from time to time in its discretion may authorize or declare distributions or share dividends in accordance with the Code.

4.02 Number

The number and composition of the corporation's Board of Directors shall initially be that which is specified in the articles of incorporation. If the articles of incorporation do not specify the number and composition of the Board of Directors, then the Board of Director's shall consist of one member, the

Chief Executive Officer of the corporation. Thereafter, the number and composition of the Board of Directors may be changed from time to time by an action of the shareholders.

4.03 Election

Except as provided for in the bylaw addressing vacancies in the Board of Directors, the Directors shall be elected by a vote of the shareholders at each annual meeting of shareholders or special meeting in lieu of the annual meeting.

4.04 Term of Office

Except in the case of death, written resignation, retirement, disqualification, or removal, each director shall serve until the next succeeding annual meeting or special meeting in lieu of an annual meeting and thereafter until his successor is elected and qualifies or until the number of directors is decreased.

4.05 Removal

One or more directors may be removed from office with or without cause by the shareholders by a majority of the votes entitled to be cast. If the director was elected by a voting group, only the shareholders of that voting group may participate in the vote to remove him. Removal action may be taken at any meeting of shareholders with respect to which the notice stated that the purpose, or one of the purposes, of the meeting is removal of the director, and a removed director's successor may be elected at the same meeting.

4.06 Vacancies

A vacancy occurring in the Board of Directors, other than by reason of an increase in the number of directors, shall be filled for the unexpired term by the first to take action of (a) the shareholders or (b) the Board of Directors, and if the directors remaining in office constitute fewer than a quorum of the Board of Directors, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office. If the vacant office was held by a director elected by a voting group, only the holders of shares of that voting group or the remaining directors elected by that voting group are entitled to vote to fill the vacancy. A vacancy occurring in the Board of Directors by reason of an increase in the number of directors shall be filled in like manner as any other vacancy, but, if filled by action of the Board of Directors, shall only be for a term of office continuing until the next election of directors by the shareholders and until the election and qualification of a successor.

4.07 Committees

The Board of Directors, by resolution, may designate from among its members an executive committee and one or more other committees, each consisting of one or more directors all of whom serve at the pleasure of the Board of Directors. Except as limited by the Code, each committee shall have the authority set forth in the resolution establishing the committee. The provisions of these bylaws as to the Board of Directors and its deliberations shall be applicable to any committee of the Board of Directors. All decisions and actions of any committee created by these bylaws or resulting from the authority granted by these bylaws, shall be subject to the discretionary review and approval of the Board of Directors.

4.08 Compensation

Unless the articles of incorporation provide otherwise, the Board of Directors may determine from time to time the compensation, if any, directors may receive for their services as directors. A

director may also serve the corporation in a capacity other than that of director and receive compensation, as determined by the Board of Directors, for services rendered in such other capacity.

Article V. Meetings of the Board of Directors

5.01 Regular Meetings

Regular meetings of the Board of Directors shall be held immediately after the annual meeting of shareholders or a special meeting in lieu of the annual meeting. In addition, the Board of Directors may schedule other meetings to occur at regular intervals throughout the year.

5.02 Special Meetings

Special meetings of the Board of Directors may be called by or at the request of the Chief Executive Officer of the corporation, by the sole director of the board or, if the board consists of more than one director, by any two directors in office at that time.

5.03 Quorums

Unless a greater number is required by the articles of incorporation, these bylaws, or the Code, a quorum of the Board of Directors consists of a majority of the total number of directors.

5.04 Adjournments

Whether or not a quorum is present to organize a meeting, any meeting of directors (including an adjourned meeting) may be adjourned by a majority of the directors present to reconvene at a specific time and place. At any reconvened meeting, any business may be transacted that could have been transacted at the meeting that was adjourned. It shall not be necessary to give any notice of the reconvened meeting or of the business to be transacted, if the date, time and place of the reconvened meeting are announced at the meeting that was adjourned.

5.05 Action Without a Meeting

Unless the Code, the articles of incorporation, or these bylaws provide otherwise, any action required or permitted to be taken at any meeting of the Board of Directors, or any action that may be taken at a meeting of an authorized committee of the Board of Directors, may be taken without a meeting if the action is taken by all the members of the Board of Directors (or of the committee, as the case may be). The action must be evidenced by one or more written consents describing the action taken, signed by each director (or each director serving on the committee, as the case may be), and delivered to the corporation for inclusion in the minutes or filing with the corporate records.

5.06 Meetings by Telephone

Any or all directors may participate in a meeting of the Board of Directors, and members of an authorized committee of the Board of Directors may participate in a meeting of the committee (as the case may be), through the use of any means of communication by which all directors participating may simultaneously hear each other during the meeting.

5.07 Place of Meetings

Directors may hold their meetings at any place within or without the state of incorporation, as the Board of Directors may from time to time establish for regular meetings or as set forth in the notice of special meetings or, in the event of a meeting held pursuant to waiver of notice, as set forth in the

waiver.

5.08 Notice of Meetings

No notice shall be required for any regularly scheduled meeting of the directors. Unless waived as contemplated in these bylaws, each director shall be given at least five day's notice of each special meeting stating the date, time, and place of the meeting. It is not required that the purpose of a Directors' meeting be stated in any notice of such a meeting, whether the meeting is a regular or a special meeting.

5.09 Vote Required for Action

If a quorum is present when a vote is taken, the affirmative vote of a majority of directors present is the act of the Board of Directors unless the Code, the articles of incorporation, or these bylaws require the vote of a greater number of directors.

A director who is present at a meeting of the Board of Directors, or an authorized committee of the Board of Directors, when corporate action is taken is deemed to have assented to the action taken unless:

(i) he objects at the beginning of the meeting (or promptly upon his arrival) to holding the meeting or to transacting business at the meeting,

(ii) his dissent or abstention from the action taken is entered in the minutes of the meeting, or

(iii) he delivers written notice of his dissent or abstention to the presiding officer of the meeting before its adjournment or to the corporation immediately after adjournment of the meeting.

The right of dissent or abstention is not available to a director who votes in favor of the action taken.

Article VI. Shareholder and Director Notices

6.1 Delivery of Notice

Whenever these bylaws require notice to be given to any shareholder or director, the notice shall be given in accordance with this bylaw. Notice under these bylaws shall be in writing unless oral notice is reasonable under the circumstances. Any notice to directors may be written or oral. Notice may be communicated in person, by telephone, telegraph, teletype, other form of wire or wireless communication, or by mail or private carrier. If these forms of personal notice are impracticable, notice may be communicated by a newspaper of general circulation in the area where published, or by radio, television, or other form of public broadcast communication. Written notice to the shareholders, if in a comprehensible form, is effective when mailed, if mailed with first-class postage prepaid and correctly addressed to the shareholder's address shown in the corporation's current record of shareholders.

6.2 When Effective

Except as otherwise provided in this bylaw, written notice, if in a comprehensible form, is effective at the earliest of the following:

(i) when received or when delivered, properly addressed, to the addressee's last known

principal place of business or residence;

(ii) five days after deposit in the mail, as evidenced by the postmark, if mailed with first-class postage prepaid and correctly addressed, or

(iii) on the date shown on the return receipt, if sent by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee.

Oral notice is effective when communicated if communicated in a comprehensible manner.

In calculating time periods for notice, when a period of time measured in days, weeks, months, years, or other measurement of time is prescribed for the exercise of any privilege or the discharge of any duty, the first day shall not be counted but the last day shall be counted.

6.3 Waiver

A shareholder or director may waive any notice before or after the date and time stated in the notice. Except as provided in this bylaw, the waiver must be in writing, be signed by the shareholder or director entitled to the notice, and be delivered to the corporation for inclusion in the minutes or filing with the corporate records.

A shareholder's attendance at a meeting (i) waives objection to lack of notice or defective notice of the meeting, unless the shareholder at the beginning of the meeting objects to holding the meeting or transacting business at the meeting; and (ii) waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the shareholder objects to considering the matter when it is presented.

A director's attendance at or participation in a meeting waives any required notice to him of the meeting unless the director at the beginning of the meeting (or promptly upon his arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Unless required by the Code, neither the business transacted nor the purpose of the meeting need be specified in the waiver.

6.4 Notice Following Adjournment

If notice of an adjourned meeting of the shareholders or of the directors was properly given, it shall not be necessary to give any notice of the reconvened meeting or of the business to be transacted, if the date, time and place of the reconvened meeting are announced at the meeting that was adjourned and before adjournment; provided, however, that if a new record date of shares is or must be fixed, notice of the reconvened meeting must be given to persons who are shareholders as of the new record date.

Article VII. Officers

7.01 Number

The officers of the corporation shall consist of a Board Chairman, a President, a Secretary, a Treasurer, and any other officers as may be appointed by the Board of Directors or by an other duly appointed officer pursuant to these bylaws. The Board of Directors shall from time to time create and establish the duties of the other officers. Any two or more offices may be held by the same person.

7.02 Chairman of Board

The Chairman of the Board of Directors shall preside at all meetings of the Board of Directors and shall have authority to execute bonds, mortgages, and other contracts requiring a seal, under the seal of the corporation; to endorse, when sold, assigned, transferred, or otherwise disposed of by the corporation, all certificates or shares of stock, bonds, or other securities issued by other corporations, associations, trusts, whether public or private, or by any government agency thereof, and owned or held by the corporation, and to make, execute, and deliver all instruments or assignments of transfer of any such stocks, bonds, or other securities. The Chairman of the Board may, with the approval of the Board of Directors, or shall, at the direction of the Board of Directors, delegate any or all of such duties to the President.

7.03 President

The President shall be the Chief Executive Officer of the corporation and shall have general supervision of the business of the corporation. The President shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall perform such other duties as may from time to time be delegated by the Board of Directors. In the absence of the Chairman of the Board, the President shall have authority to do any and all things delegated to the Chairman of the Board of Directors.

7.04 Vice President

In the absence or disability of the President, or at the direction of the President, the Vice President, if any, shall perform the duties and exercise the powers of the President. If the corporation has more than one Vice President, the one designated by the Board of Directors shall act in lieu of the President. Vice Presidents shall perform whatever duties and have whatever powers the Board of Directors may from time to time assign.

7.05 Secretary

The Secretary shall be responsible for preparing minutes of the acts and proceedings of all meetings of the shareholders, the Board of Directors, and any Committees thereof. The Secretary shall have authority to give all notices required by the Code or these bylaws. The Secretary shall be responsible for the custody of the corporate books, records, contracts, and other documents. The Secretary may affix the corporate seal to any lawfully executed documents and shall sign any instruments as may require his or her signature. The Secretary shall authenticate records of the corporation. The Secretary shall perform whatever additional duties and have whatever additional powers the Board of Directors may from time to time assign. In the absence or disability of the Secretary or at the direction of the President, any assistant secretary may perform the duties and exercise the powers of the Secretary.

7.06 Treasurer

The Treasurer shall be responsible for the custody of all funds and securities belonging to the corporation and for the receipt, deposit, or disbursement of funds and securities under the direction of the Board of Directors. The Treasurer shall cause to be maintained full and true accounts of all receipts and disbursements and shall make reports of the same to the Board of Directors and the President upon request. The Treasurer shall perform all duties as may be assigned to him from time to time by the Board of Directors.

7.07 Appointment, Term, and Removal

All officers shall be appointed by the Board of Directors or by a duly appointed officer pursuant to these bylaws and shall serve at the pleasure of the Board of Directors or the appointing officers, as the case may be. All officers, however appointed, may be removed with or without cause by the Board of Directors, and any officer appointed by another officer may also be removed by the appointing officer with or without cause.

7.08 Compensation

The compensation of all officers of the corporation appointed by the Board of Directors shall be fixed by the Board of Directors.

7.09 Bonds

The Board of Directors may, by resolution, require any or all of the officers, agents, or employees of the corporation to give bonds to the corporation, with sufficient surety or sureties, conditioned on the faithful performance of the duties of their respective offices or positions, and to comply with any other conditions as from time to time may be required by the Board of Directors.

Article VIII. Indemnification

8.01 Basic Indemnification Arrangement

Except as provided in these bylaws, the corporation shall indemnify an individual who is a party to a proceeding because he or she is or was a director or officer against liability incurred in the proceeding if:

(i) Such Director or Officer conducted himself in good faith and reasonably believed:

(a) In the case of conduct in his or her official capacity, that such conduct was in the best interests of the corporation;

(b) In all other cases, that such conduct was at least not opposed to the best interests of the corporation; and

(c) In the case of any criminal proceeding, that the individual had no reasonable cause to believe such conduct was unlawful, or

(ii) Such Director's or Officer's conduct with respect to an employee benefit plan, which is the subject of the proceeding, was for a purpose he believed in good faith to be in the interests of the participants in and beneficiaries of the plan.

The termination of a proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent is not, of itself, determinative that the director or officer did not meet the requisite standard of conduct described in this bylaw.

The corporation may not indemnify a director or officer under this Article:

(i) In connection with a proceeding by or in the right of the corporation, except for reasonable expenses incurred in connection with the proceeding if it is determined that the director or officer has met the requisite standard of conduct under this bylaw; or

(ii) In connection with any proceeding with respect to conduct for which he or she was adjudged liable on the basis that personal benefit was improperly received by him or her, whether or not involving action in his or her official capacity.

8.02 Advances for Expenses

The corporation may, before final disposition of a proceeding, advance funds to pay for or reimburse the reasonable expenses, including counsel fees, incurred by a director or officer who is a party to a proceeding because he or she is a director or officer if he or she delivers to the corporation:

(i) A written affirmation of his or her good faith belief that he or she has met the requisite standard of conduct described in the Basic Indemnification Arrangement bylaw or that the proceeding involves conduct for which such person's liability has been eliminated under the corporation's articles of incorporation; and

(ii) His or her written undertaking to repay any funds advanced if it is ultimately determined that the director or officer is not entitled to indemnification under this Article or the Code. This undertaking to repay must be an unlimited general obligation of the director or officer but need not be secured and may be accepted without reference to the financial ability of the director or officer to make repayment.

Authorizations for expense advancements shall be made:

(i) By the board of directors:

(a) by a majority vote of a quorum consisting of disinterested directors, or

(b) if such a quorum is not obtainable (or is obtainable and a majority vote of a quorum of disinterested directors so directs), by independent legal counsel in a written opinion; or

(ii) By a majority vote of the shareholders; however, shares owned or voted under the control of a director or officer who at the time does not qualify as a disinterested director or disinterested officer with respect to the proceeding may not be voted on the authorization.

8.03 Court-Ordered Indemnification and Advances for Expenses

A director or officer who is a party to a proceeding because he or she is a director or officer may apply for indemnification or advance for expenses to the court conducting the proceeding or to another court of competent jurisdiction. Pursuant to the Code, after receipt of an application and after giving any notice it considers necessary, the court shall:

(i) Order indemnification or advance for expenses if it determines that the director or officer is entitled to indemnification; or

(ii) Order indemnification or advance for expenses if it determines, in view of all the relevant circumstances, that it is fair and reasonable to indemnify the director or officer, or to advance expenses to the director or officer, even if the director or officer has not met the relevant standard of conduct, failed to comply with the requirements for advance of expenses, or was adjudged liable on the basis that personal benefit was improperly received by him or her, whether or not involving action in his or her official capacity. However, if the director or officer was adjudged so liable, the indemnification shall be

limited to reasonable expenses incurred in connection with the proceeding.

If the court determines that the director or officer is entitled to indemnification or advance for expenses, it may also order the corporation to pay the director's or officer's reasonable expenses to obtain court-ordered indemnification or advance for expenses.

8.04 Determination and Authorization of Indemnification

The corporation acknowledges that indemnification of a director or officer according to these bylaws has been pre-authorized by the corporation as permitted by the Code. Nevertheless, the corporation shall not indemnify a director or officer under these bylaws unless a determination has been made for the specific proceeding that indemnification of the director or officer is permissible in the circumstances because he or she has met the relevant standard of conduct set forth in the Basic Indemnification Arrangement. However, regardless of the result or absence of any such determination, the corporation shall indemnify a director or officer who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which he or she was a party because he or she was a director or officer of the corporation against reasonable expenses incurred by the director or officer in connection with the proceeding.

The determination of indemnification shall be made:

(i) by the board of directors:

  (a) by a majority vote of a quorum consisting of disinterested directors; or

  (b) if such a quorum is not obtainable or is obtainable and a majority vote of a quorum of disinterested directors so directs, by independent legal counsel in a written opinion; or

(ii) by a majority vote of the shareholders, but shares owned by or voted under the control of a director or officer who at the time does not qualify as a disinterested director or disinterested officer may not be voted on the determination.

As acknowledged above, the corporation has pre-authorized the indemnification of directors and officers hereunder, subject to a determination for a specific proceeding that the director or officer met the relevant standard of conduct under the Basic Indemnification Arrangement. Consequently, no further decision need or shall be made on a case-by-case basis as to the authorization of the corporation's indemnification of directors or officers hereunder. Nevertheless, evaluation as to reasonableness of expenses of a director or officer for a specific proceeding shall be made in the same manner as the determination that indemnification is permissible, except that if there are fewer than two disinterested directors or if the determination is made by special legal counsel, evaluation as to reasonableness of expenses shall be made by the Board of Directors, the members of which may or may not be disinterested.

8.05 Indemnification of Employees and Agents

The corporation may indemnify and advance expenses under these bylaws to an employee or agent of the corporation who is not a director or officer to the extent, consistent with public policy, that such indemnification and advances may be provided to a director or officer.

8.06 Shareholder Approved Indemnification

If authorized by the articles of incorporation, the bylaws, or by a contract or resolution

approved or ratified by the shareholders of the corporation by a majority of the votes entitled to be cast, the corporation may indemnify or obligate itself to indemnify a director or officer made a party to a proceeding, including a proceeding brought by or in the right of the corporation, without regard to the limitations in other sections of these bylaws, but shares owned or voted under the control of a director or officer who at the time of such authorization does not qualify as a disinterested director or disinterested officer with respect to any existing or threatened proceeding that would be covered by the authorization may not be voted on the authorization.

Nevertheless, the corporation shall not indemnify a director or officer under this bylaw for any liability incurred in a proceeding in which the director or officer is adjudged liable to the corporation or is subjected to injunctive relief in favor of the corporation:

(i) for any appropriation, in violation of his or her duties, of any business opportunity of the corporation,

(ii) for acts or omissions which involve intentional misconduct or a knowing violation of law,

(iii) for assenting to an unlawful distribution as defined in the Code, or

(iv) for any transaction from which he or she received an improper personal benefit.

Where approved or authorized according to this bylaw, the corporation may advance or reimburse expenses incurred in advance of final disposition of the proceeding only if

(i) The director or officer furnishes the corporation a written affirmation of his or her good faith belief that his or her conduct does not constitute behavior of the kind described in this bylaw which would prevent indemnification; and

(ii) The director or officer furnishes the corporation a written undertaking, executed personally or on his or her behalf, to repay any advances if it is ultimately determined that he or she is not entitled to indemnification under this bylaw.

8.07 Insurance

The corporation may purchase and maintain insurance on behalf of an individual

(i) who is a director, officer, employee, or agent of the corporation, or

(ii) who, while a director, officer, employee, or agent of the corporation, serves at the corporation's request as a director, officer, partner, trustee, employee or agent of another domestic or foreign corporation, partnership, joint venture, trust, employee benefit plan, or other entity

against liability asserted against or incurred by him or her in that capacity or arising from his or her status as a director, officer, employee, or agent, whether or not the corporation would have power to indemnify or advance expenses to him or her against the same liability under these bylaws or the Code.

8.09 Witness Fees

Nothing in these bylaws shall limit the corporation's power to pay or reimburse expenses incurred by a director or officer in connection with his or her appearance as a witness in a proceeding at a time when he or she is not a party.

8.10 Report to Shareholders

To the extent and in the manner required by the Code from time to time, if the corporation indemnifies or advances expenses to a director or officer in connection with a proceeding by or in the right of the corporation, the corporation shall report the indemnification or advance to the shareholders.

8.11 Effect of Amendments

No amendment, modification, or rescission of these bylaws, or any provision of the bylaws, the effect of which would diminish the rights to indemnification or advancement of expenses as set forth herein shall be effective as to any person with respect to any action taken or omitted by such person prior to such amendment, modification or rescission.

Article IX. Stock Certificates

9.01 Authorization and Issuance

In accordance with the Code, the Board of Directors may authorize shares of any class or series provided for in the corporation's Articles of Incorporation to be issued for any consideration valid under the provisions of the Code. To the extent provided in the Articles of Incorporation, the Board of Directors shall determine the preferences, limitations, and relative rights of the shares.

9.02 Form

The interest of each shareholder in the corporation shall be evidenced by a certificate or certificates representing shares of the corporation which shall be in such form as the Board of Directors from time to time may adopt. Share certificates shall be numbered consecutively, shall be in registered form, shall indicate the date of issuance, the name of the corporation, that it is organized under the laws of the state of incorporation, the name of the shareholder, the number and class of shares, and the designation of the series, if any, represented by the certificate. Each certificate shall be signed by any one of the President, a Vice President, the Secretary, or the Treasurer. The corporate seal need not be affixed.

9.03 Registered Shareholders

Prior to due presentation for transfer of registration of its shares, the corporation may treat the registered owner of the shares as the person exclusively entitled to vote the shares, to receive any share dividend or distribution with respect to the shares, and for all other purposes. The corporation shall not be bound to recognize any equitable or other claim to or interest in the shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

9.04 Transfer of Shares

Transfers of shares shall be made upon the transfer books of the corporation, kept at the principle office of the corporation (or at the office of the transfer agent designated to transfer the shares, if any) only upon direction of the person named in the certificate, or by his or her attorney lawfully constituted in writing. Before a new certificate is issued, the old certificate shall be surrendered for cancellation or, in the case of a certificate alleged to have been lost, stolen, or destroyed, the requirements of the bylaw governing lost, stolen, or destroyed certificates shall have been met.

9.05 Record Date

For the purpose of determining shareholders entitled to notice of a shareholders' meeting, to

demand a special meeting, to vote, or to take any other action, the Board of Directors may fix a future date as the record date, which date shall be not more than seventy (70) days prior to the date on which the particular action requiring a determination of shareholders is to be taken. A determination of shareholders entitled to notice of or to vote at a shareholders' meeting is effective for any adjournment of the meeting unless the Board of Directors fixes a new record date, which it must do if the meeting is adjourned to a date more than 120 days after the date fixed for the original meeting. If no record date is fixed by the Board of Directors, the record date shall be determined in accordance with the provisions of the Code.

For the purpose of determining shareholders entitled to a distribution (other than one involving a purchase, redemption, or other reacquisition of the corporation's shares) or a share dividend, the Board of Directors may fix a date as the record date, if no record date is fixed by the Board of Directors, the record date shall be determined in accordance with the provisions of the Code.

9.06 Lost, Stolen, or Destroyed Certificates

Any person claiming a share certificate to be lost, stolen, or destroyed shall make an affidavit or affirmation of the fact in the manner required by the Board of Directors and, if the Board of Directors requires, shall give the corporation a bond of indemnity in form and amount, and with one or more sureties satisfactory to the Board of Directors, as the Board of Directors may require, whereupon an appropriate new certificate may be issued in lieu of the one alleged to have been lost, stolen or destroyed.

Article X. Miscellaneous

10.01 Fiscal Year

The fiscal year of the corporation shall be a twelve-month period, beginning January 1 and ending on December 31 each year, unless the Board of Directors, by resolution, fixes the fiscal year as an other time period.

10.02 Corporate Seal

If the Board of Directors determines that there should be a corporate seal for the corporation, it shall be in the form as the Board of Directors may from time to time determine.

10.03 Corporate Records

The Board of Directors shall have the power to determine which accounts, books, and records of the corporation shall be opened to the inspection of the shareholders, except those as may by law specifically be made open to inspection. The Board of Directors shall have the power to fix reasonable rules and regulations not in conflict with the applicable law for the inspection of accounts, books, and records which by law or by determination of the Board of Directors shall be open to inspection.

10.04 Annual Financial Statements

In accordance with the Code, the corporation shall prepare and provide to the shareholders such financial statements as may be required by the Code.

10.05 Amendments

The Board of Directors shall have the power to alter, amend, or repeal these bylaws or adopt new bylaws, but any bylaws adopted by the Board of Directors may be altered, amended, or repealed,

and new bylaws adopted, by the shareholders. The shareholders may prescribe, by expressing in the action they take in adopting or amending any bylaw or bylaws, that the bylaw or bylaws so adopted or amended shall not be altered, amended or repealed by the Board of Directors.

10.06 Conflict with Articles of Incorporation or Law; Severability

In the event that any provision of these bylaws conflicts with any provision of the Articles of Incorporation, the Articles of Incorporation shall govern. In the event that any of the provisions of these bylaws (including any provision within a single section, subsection, division or sentence) is held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions of the bylaws shall remain enforceable to the fullest extent permitted by law.

D

The Commonwealth of Massachusetts

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

Articles of Organization
(General Laws Chapter 156D, Section 2.02; 950 CMR 113.16)

ARTICLE I
Inc exact name of the corporation is:

Renaissance Recovery, Inc.

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. Chapter 156D have the purpose of engaging in any lawful business, Please specify if you want a more limited purpose:

To own, operate, manage and maintain psychiatric hospitals and/or other health care facilities; and

To carry on any business or other activity which may be lawfully carried on by a corporation organized under the Business Corporation Act of the Commonwealth of Massachusetts, whether or not related to those referred to hereinabove.

However, this corporation shall not engage in any activity which constitutes the practice of Medicine as regulated by the Massachusetts Board of Registration in Medicine.

ARTICLE III

Stare the total number of shares and par value, * if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
		Common:	200.000	$ .01

* *G.L. Chapter 156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. Chapter 156D, Section 6.21, and the comments relative thereto.*

9
P.C.

ARTICLE IV

Prior to the issuance of shares of any class or series, the articles of organization must set forth the preferences, limitations and relative rights of that class or series. The articles may also limit the type or specify the minimum amount of consideration for which shares of any class or series may be issued. Please set forth the preferences, limitations and relative rights of each class or series and, if desired, the required type and minimum amount of consideration to be received.

None.

ARTICLE V

The restrictions, if any, imposed by the articles of organization upon the transfer of shares of any class or series of stock are:

None.

ARTICLE VI

Other lawful provisions, and if there are no such provisions, this article may be left blank.

See Continuation Sheets - 6A - 6D attached hereto and incorporated herein by reference.

Note: The preceding six(6) articles are considered to be permanent and may be changed only by filling appropriate articles of amendment.

CONTINUATION SHEET 6A
to the Articles of Organization of
Renaissance Recovery, Inc.

By-Laws

The board of directors is authorized to make, amend or repeal the by-laws of the corporation in whole or in part, except with respect to any provision thereof which by law, by these articles of organization, or by the by-laws requires action by the stockholders.

Place of Meetings of the Stockholders

Meetings of the stockholders may be held anywhere in the United States.

Partnership

The corporation may be a partner in any business enterprise which the corporation would have power to conduct by itself.

Indemnification of Directors, Officers and Others

The corporation shall indemnify each person who is or was a director, officer, employee or other agent of the corporation, and each person who is or was serving at the request of the corporation as a director, trustee, officer, employee or other agent of another organization in which it directly or indirectly owns shares or of which it is directly or indirectly a creditor, against all liabilities, costs and expenses, including but not limited to amounts paid in satisfaction of judgments, in settlement or as fines and penalties, and counsel fees and disbursements, reasonably incurred by him in connection with the defense or disposition of or otherwise in connection with or resulting from any action, suit or other proceeding, whether civil, criminal, administrative or investigative, before any court or administrative or legislative or investigative body, in which he may be or may have been involved as a party or otherwise or with which he may be or may have been threatened, while in office or thereafter, by reason of his being or having been such a director, officer, employee, agent or trustee, or by reason of any action taken or not taken in any such capacity, except with respect to any matter as to which he shall have been finally adjudicated by a count of competent jurisdiction not to have acted in good faith in the reasonable belief that his action was in the best interests of the corporation. Expenses, including but not limited to counsel fees and disbursements, so incurred by any such person in defending any such action, suit or proceeding may be paid from time to time by the corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the person indemnified to repay the amounts so paid if it shall ultimately be determined that indemnification of such expenses is not authorized hereunder.

CONTINUATION SHEET 6B
to the Articles of Organization of
Renaissance Recovery, Inc.

As to any matter disposed of by settlement by any such person, pursuant to a consent decree or otherwise, no such indemnification either for the amount of such settlement or for any other expenses shall be provided unless such settlement shall be approved as in the best interests of the corporation, after notice that it involves such indemnification, (a) by a vote of a majority of the disinterested directors then in office (even though the disinterested directors be less than a quorum), or (b) by any disinterested person or persons to whom the question may be referred by vote of a majority of such disinterested directors, or (c) by vote of the holders of a majority of the outstanding stock at the time entitled to vote for directors, voting as a single class, exclusive of any stock owned by any interested persons, or (d) by any disinterested person or persons to whom the question may be referred by vote of the holders of a majority of such stock. No such approval shall prevent the recovery from any such officer, directors, employee, agent or trustee of any amounts paid to him or on his behalf as indemnification in accordance with the preceding sentence if such person is subsequently adjudicated by a court of competent jurisdiction not to have acted in good faith in the reasonable belief that his action was in the best interests of the corporation.

The right of indemnification hereby provided shall not be exclusive of or affect any other rights to which any director, officer, employee, agent, or trustee may be entitled or which may lawfully be granted to him. As used herein, the terms “director”, “officer”, “employee”, “agent” and “trustee” include their respective executors, administrators and other legal representatives, and “interested” person is one against whom the action, suit or other proceeding in question or another action, suit or other proceeding on the same or similar grounds is then or had been pending or threatened, and a “disinterested” person is a person against whom no such action, suit or other proceeding is then or had been pending or threatened.

CONTINUATION SHEET 6C
to the Articles of Organization of
Renaissance Recovery, Inc.

By action of the board of directors, notwithstanding any interest of the directors in such action, the corporation may purchase and maintain insurance, in such amounts as the board of directors may from time to time deem appropriate, on behalf of any person who is or was a director, officer, employee or other agent of the corporation, or is or was serving at the request of the corporation as a director, trustee, officer, employee or other agent of another organization in which it directly or indirectly owns shares or of which it is directly or indirectly a creditor, against any liability incurred by him in any such capacity, or arising out of his status as such, whether or not the corporation would have the power to indemnify him against such liability.

Intercompany Transactions

No contract or transaction between the corporation and one or more of its directors or officers, or between the corporation and any other organization of which one or more of its directors or officers are directors, trustees or officers, or in which any of them has any financial or other interest, shall be void or voidable, or in any way affected, solely for this reason, or solely because the director or officer is present at or participates in the meeting of the board of directors or committee thereof which authorizes, approves or ratifies the contract or transaction, or solely because his or their votes are counted for such purposes, if:

a) The material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the board of directors or the committee which authorized, approves or ratifies the contract or transaction, and the board of committee in good faith authorizes, approves or ratifies the contract or transaction by the affirmative vote of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or

b) The material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically authorized, approved or ratified in good faith by vote of the stockholders; or

c) The contract or transaction is fair as to the corporation as of the time it is authorized, approved or ratified by the board of directors, a committee thereof, or the stockholders.

Common or interested directors may be counted in determining the presence of a quorum at a meeting of the board of directors or of a committee thereof which authorizes, approves or ratifies the contract or transaction. No director or officer of the corporation shall be liable or accountable to the corporation or to any of its stockholders or creditors or to any other person, either for any loss to the corporation or to any other person or for any gains or profits realized by such director or officer, clauses (a), (b) or (c) above are applicable.

Limitations on Director Liability

No director of the corporation shall be liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or (iii) for any transaction in which the director derived an improper personal benefit. No amendment to or repeal of any provision of this paragraph, directly or by adoption of an inconsistent provision of these Articles of Organization, shall apply to or have any effect on any liability or alleged liability of any director of the corporation for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

ARTICLE VII

The effective date of organization of the corporation is the date and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a later effective date is desired, specify such date, which may not be later than the 90th day after the articles are received for filing:

ARTICLE VIII

The information contained in this article is not a permanent part of the articles of organization.

a. The street address of the initial registered office of the corporation in the commonwealth:
200 Lake Street, Suite 102, Peabody, MA 01960

b. The name of its initial registered agent at its registered office:
PHC, Inc.

c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

President: Bruce A. Shear, 200 Lake Street, Suite 102, Peabody, MA 01960

Treasurer: Paula C. Wurts, 200 Lake Street, Suite 102, Peabody, MA 01960

Secretary: Paula C. Wurts, 200 Lake Street, Suite 102, Peabody, MA 01960

Director(s): See Continuation Sheet 8 attached hereto and incorporated herein by reference.

d. The fiscal year end of the corporation:
June 30

e. A brief description of the type of business in which the corporation intends to engage:
to own, operate, manage and maintain psychiatric hospitals and/or other health care facilities.

f. The street address of the principal office of the corporation:
200 Lake Street, Peabody, MA 01960

g. The street address where the records of the corporation required to be kept in the commonwealth are located is:

200 Lake Street, Peabody, MA 01960 , which is
(number, street, city or town, state, zip code)

☑ its principal office;

☐ an office of its transfer agent;

☐ an office of its secretary/assistant secretary;

☐ its registered office.

Signed this 30th day of August, 2010 by the incorporator(s):

Signature: /s/ Paula C. Wurts
Name: Paula C. Wurts, Treasurer and Clerk of PHC, Inc.
Address: 200 Lake Street, Suite 200

CONTINUATION SHEET 8
to the Articles of Organization of
Renaissance Recovery, Inc.

Directors:

Bruce A. Shear
Douglas Smith
Donald E. Robar
Howard Phillips
Bill Grieco
David Dangerfield

The address for each director is 200 Lake Street, Suite 102, Peabody, MA 01960.

RCI-01 07/27/10

COMMONWEALTH OF MASSACHUSETTS

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

Articles or Organization
(General Laws Chapter 156D, Section 2.02; 950 CMR 113.16)

I hereby certify that upon examination of these articles of organization, duly submitted to me, it appears that the provisions of the General Laws relative to the organization of corporations have been complied with, and I hereby approve said articles; and the filling fee in the amount of $275 having been paid, said articles are deemed to have been filed with me this 30 day of August, 2010, at 11:56 a.m./p.m.
time

Effective date: August 30, 2010
(must be within 90 days of date submitted)

1123637

WILLIAM FRANCIS GALVIN
Secretary of the Commonwealth

Filing fee: $275 for up to 275,000 shares plus $100 for each additional 100,000 shares or any fraction thereof.

[Initials]
Examiner

[Initials]
Name approval

C

M

TO BE FILLED IN BY CORPORATION
Contact Information:

Daniel J. Blanchard, Esq.

200 Lake Street, Suite 102

Peabody, MA 01960

Telephone: 978-536-2777

Email: dblanchard@phc-inc.com

Upon filing, a copy of this filing will be available at www.sec.state.ma.us/cor.
If the document is rejected, a copy of the rejection sheet and rejected document will be available in the rejected queue.

Exhibit 3.86

AMENDED AND RESTATED BY-LAWS

OF

RENAISSANCE RECOVERY, INC.

(as of November 30, 2011)

ARTICLE I

Stockholders

Section 1. Annual Meeting. The annual meeting of the stockholders shall be held within six months of the end of the corporation's fiscal year as fixed by the board of directors for the purpose of electing directors and for such other purposes as may be determined as hereinafter provided. The hour and place of such meeting and the purposes for which such meeting is to be held in addition to that specified above shall be determined in each year by the board of directors or, in the absence of action by the board, by the president. If no annual meeting has been held in the period fixed above, a special meeting may be held in lieu thereof with all the force and effect of an annual meeting.

Section 2. Special Meetings. Special meetings of the stockholders may be called at any time by the president or by the board of directors and shall be called by the clerk, or in case of the death, absence, incapacity or refusal of the clerk, by any other officer, upon written application of one or more stockholders who hold at least one-tenth part in interest of the capital stock entitled to vote thereat. Such application shall specify the purposes for which the meeting is to be called and may designate the date, hour and place of such meeting, provided, however, that no such application shall designate a date not a full business day or an hour not within normal business hours as the date or hour of such meeting without the approval of the president or the board of directors.

Section 3. Place of Meetings. Meetings of the stockholders may be held anywhere within, but not without, the United States.

Section 4. Notice. Except as hereinafter provided, a written or printed notice of every meeting of stockholders stating the place, date, hour and purposes thereof shall be given by the clerk or an assistant clerk (or by any other officer in the case of an annual meeting or by the person or persons calling the meeting in the case of a special meeting) at least ten (10) days before the meeting to each stockholder entitled to vote thereat and to each stockholder who, by law, by the articles of organization or by these by-laws, is entitled to such notice, by leaving such notice with him or at his residence or usual place of business or by mailing it, postage prepaid, addressed to him at his address as it appears upon the records of the corporation. No notice of the place, date, hour or purposes of any annual or special meeting of stockholders need be given to a stockholder if a written waiver of such

notice, executed before or after the meeting by such stockholder or his attorney thereunto authorized, is filed with the records of the meeting.

Section 5. Action at a Meeting. Except as otherwise provided in the articles of organization, the presence of a quorum shall be separately determined with respect to each matter to be acted on at any meeting of stockholders, and shall consist of the holders of shares having the right to cast a majority of the votes which may be cast with respect to such matter. Though less than a quorum be present, any meeting may without further notice be adjourned to a subsequent date or until a quorum be had, and at any such adjourned meeting any business may be transacted which might have been transacted at the original meeting.

When a quorum is present at any meeting, the affirmative vote of a majority of the shares of stock present or represented and voting shall be necessary and sufficient to the determination of any questions brought before the meeting, unless a larger vote is required by law, by the articles of organization or by these by-laws, provided, however, that any election by stockholders shall be determined by a plurality of the votes cast by the stockholders entitled to vote in such election.

Except as otherwise provided by law or by the articles or organization or by these by-laws, each holder of record of shares of stock entitled to vote on any matter shall have one vote for each such share held of record by him and a proportionate vote for any fractional shares so held by him. Stockholders may vote either in person or by proxy. No proxy dated more than six months before the meeting named therein shall be valid and no proxy shall be valid after the final adjournment of such meeting. A proxy with respect to stock held in the name of two or more persons shall be valid if executed by anyone of them unless at or prior to the exercise of the proxy the corporation receives a specific written notice to the contrary from anyone of them. A proxy purporting to be executed by or on behalf of a stockholder shall be deemed valid unless challenged at or prior to its exercise and the burden of proving its invalidity shall rest on the challenger.

Any election by stockholders and the determination of any other questions to come before a meeting of the stockholders shall be by ballot if so requested by any stockholder entitled to vote thereon but need not be otherwise.

Section 6. Stockholder Proposals. Written notification of any stockholder proposal to be acted upon at an annual meeting of stockholders of the corporation must be provided to the corporation at least 120 calendar days in advance of the date of the corporation’s proxy statement released to stockholders in connection with the previous year’s annual meeting of stockholders. Written notification of any stockholder proposal to be acted upon at any meeting of the stockholders of the corporation other than an annual meeting must be provided to the corporation at least 180 calendar days before the meeting at which such proposal is to be acted upon.

Section 7. Action by Written Consent. Any action required to be taken at any annual or special meeting of stockholders of the corporation, or any action which may be taken at

any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken and bearing the dates of signature of the stockholders who signed the consent or consents, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the corporation by delivery to the corporation's principal place of business, or an officer or agent of the corporation having custody of the book or books in which proceedings of meetings of the stockholders are recorded.

ARTICLE II

Directors

Section 1. Number and Election. Except as otherwise provided by law or by the articles of organization, the number of directors for the ensuing year shall be determined by the board of directors. The number of directors so determined shall be elected at the annual meeting of the stockholders by such stockholders as have the right to vote thereon. The stockholders may, at any special meeting held for the purpose, increase or decrease the number of directors as thus determined and elect new directors to complete the number so determined or remove directors to reduce the number of directors to the number so determined. Except as otherwise provided by law or by the articles of organization, the board of directors may, by vote of a majority of the directors then in office, increase the number of directors determined by the stockholders and elect new directors to complete the number so determined. No director need be a stockholder.

Section 2. Term. Except as otherwise provided by law, by the articles of organization or by these by-laws, the directors shall hold office until the next annual meeting of stockholders and until their successors are chosen and qualified.

Section 3. Resignations. Any director may resign by delivering his written resignation to the corporation at its principal office or to the president or clerk or if there be one, to the secretary. Such resignation shall become effective at the time or upon the happening of the condition, if any, specified therein or, if no such time or condition is specified, upon its receipt.

Section 4. Removal. At any meeting of the stockholders called: for the purpose any director may be removed from office with or without cause by the vote of a majority of the class of shares issued, outstanding and entitled to vote in the election of said director. At any meeting of the board of directors any director may be removed from office for cause by vote of a majority of the directors then in office. A director may be removed for cause only after a reasonable notice and opportunity to be heard before the body proposing to remove him.

Section 5. Vacancies. Vacancies in the board of directors may be filled by vote of a majority of the remaining directors elected by that class of stockholders which elected the

director whose office has been vacated or, if not yet so filled, by majority vote of the class of stockholders which elected the director whose office has been vacated.

Section 6. Regular Meetings. Regular meetings of the board of directors may be held at such times and places within or without the Commonwealth of Massachusetts as the board of directors may fix from time to time and, when so fixed, no notice thereof need be given. The first meeting of the board of directors following the annual meeting of the stockholders shall be held without notice immediately after and at the same place as the annual meeting of the stockholders or the special meeting held in lieu thereof. If in any year a meeting of the board of directors is not held at such time and place, any elections to be held or business to be transacted at such meeting may be held or transacted at any later meeting of the board of directors with the same force and effect as if held or transacted at such meeting.

Section 7. Special Meetings. Special meetings of the board of directors may be called at any time by the president or secretary (or, if there be no secretary, the clerk) or by any director. Such special meetings may be held anywhere within or without the Commonwealth of Massachusetts. A written, printed or telegraphic notice stating the place, date and hour (but not necessarily the purposes) of the meeting shall be given by the secretary or an assistant secretary (or, if there be no secretary or assistant secretary, the clerk or an assistant clerk) or by the officer or director calling the meeting at least forty-eight (48) hours before such meeting to each director by leaving such notice with him or at his residence or usual place of business or by mailing it, postage prepaid, or sending it by prepaid telegram, addressed to him at his last known address. No notice of the place, date or hour of any meeting of the board of directors need be given to any director if a written waiver of such notice, executed by him before or after the meeting, is filed with the records of the meeting, or to any director who attends the meeting without protesting prior thereto or at its commencement the lack of notice to him.

Section 8. Action at a Meeting. At any meeting of the board of directors, a majority of the directors then in office shall constitute a quorum. Though less than a quorum be present, any meeting may without further notice be adjourned to a subsequent date or until a quorum be had. When a quorum is present at any meeting a majority of the directors present may take any action on behalf of the board except to the extent that a larger number is required by law, by the articles or organization or by these by-laws.

Section 9. Action Without a Meeting. Any action required or permitted to be taken at any meeting of the directors may be taken without a meeting if all the directors consent to the action in writing and the written consents are filed with the records of the meetings of the directors. Such consents shall be treated for all purposes as a vote at a meeting.

Section 10. Powers. The board of directors shall have and may exercise all the powers of the corporation, except such as by law, by the articles of organization or by these by-laws are conferred upon or reserved to the stockholders. In the event of any vacancy in the board of directors, the remaining directors then in office, except as otherwise provided by

law, shall have and may exercise all of the powers of the board of directors until the vacancy is filled.

Section 11. Committees. The board of directors may elect from the board an executive committee or one or more other committees and may delegate to any such committee or committees any or all of the powers of the board except those which by law, by the articles of organization or by these by-laws may not be so delegated. Such committees shall serve at the pleasure of the board of directors. Except as the board of directors may otherwise determine, each such committee may make rules for the conduct of its business, but, unless otherwise determined by the board or in such rules, its business shall be conducted as nearly as may be as is provided in these by-laws for the conduct of the business of the board of directors.

Section 12. Meeting by Telecommunications. Members of the board of directors or any committee elected thereby may participate in a meeting of such board of committee by means of a conference telephone or similar communications equipment by means of which all persons participating in a meeting can hear each other at the same time and participation by such means shall constitute presence in person at the meeting.

ARTICLE III

Officers

Section 1. Enumeration. The officers of the corporation shall consist of a president, a treasurer and a clerk and such other officers, including without limitation a chairman of the board of directors, a secretary and one or more vice presidents, assistant treasurers, assistant clerks and assistant secretaries, as the board of directors may from time to time determine.

Section 2. Qualifications. No officer need be a stockholder or a director. The same person may hold at the same time one or more offices unless otherwise provided by law. The clerk shall be a resident of Massachusetts unless the corporation shall have a resident agent. Any officer may be required by the board of directors to give a bond for the faithful performance of his duties in such form and with such sureties as the board may determine.

Section 3. Elections. The president, treasurer and clerk shall be elected annually by the board of directors at its first meeting following the annual meeting of the stockholders. All other officers shall be chosen or appointed by the board of directors.

Section 4. Term. Except as otherwise provided by law, by the articles of organization or by these by-laws, the president, treasurer and clerk shall hold office until the first meeting of the board of directors following the next annual meeting of the stockholders and until their respective successors are chosen and qualified. All other officers shall hold office until the first meeting of the board of directors following the next annual meeting of the

stockholders, unless a shorter time is specified in the vote choosing or appointing such officer or officers.

Section 5. Resignations. Any officer may resign by delivering his written resignation to the corporation at its principal office or to the president or clerk, or, if there be one, to the secretary. Such resignation shall be effective at the time or upon the happening of the condition, if any, specified therein or, if no such time or condition is specified, upon its receipt.

Section 6. Removal. Any officer may be removed from office with or without cause by vote of a majority of the directors then in office. An officer may be removed for cause only after a reasonable notice and opportunity to be heard before the board of directors.

Section 7. Vacancies. Vacancies in any office may be filled by the board of directors.

Section 8. Certain Duties and Powers. The officers designated below, subject at all times to these by-laws and to the direction and control of the board of directors, shall have and may exercise the respective duties and powers set forth below:

The Chairman of the Board of Directors. The chairman of the board of directors, if there be one, shall, when present, preside at all meetings of the board of directors.

The President. The president shall be the chief executive officer of the corporation and shall have general operating charge of its business. Unless otherwise prescribed by the board of directors, he shall, when present, preside at all meetings of the stockholders, and, if a director, at all meetings of the board of directors unless there be a chairman of the board of directors who is present at the meeting.

The Treasurer. The treasurer shall be the chief financial officer of the corporation and shall cause to be kept accurate books of account.

The Clerk. The clerk shall keep a record of all proceedings of the stockholders and, if there be no secretary, shall also keep a record of all proceedings of the board of directors. In the absence of the clerk from any meeting of the stockholders or, if there be no secretary, from any meeting of the board of directors, an assistant clerk, if there be one, otherwise a clerk pro tempore designated by the person presiding at the meeting, shall perform the duties of the clerk at such meeting.

The Secretary. The secretary, if there be one, shall keep a record of all proceedings of the board of directors. In the absence of the secretary, if there be one, from any meeting of the board of directors, an assistant secretary, if there be one, otherwise a secretary pro tempore designated by the person presiding at the meeting, shall perform the duties of the secretary at such meeting.

Section 9. Other Duties and Powers. Each officer, subject at all times to these by-laws and to the direction and control of the board of directors, shall have and may exercise, in addition to the duties and powers specifically set forth in these by-laws, such duties and powers as are prescribed by law, such duties and powers as are commonly incident to his office and such duties and powers as the board of directors may from time to time prescribe.

ARTICLE IV

Capital Stock

Section 1. Amount and Issuance. The total number of shares and the par value, if any, of each class of stock which the corporation is authorized to issue shall be stated in the articles of organization. The directors may at any time issue all or from time to time any part of the unissued capital stock of the corporation from time to time authorized under the articles of organization, and may determine, subject to any requirements of law, the consideration for which stock is to be issued and the manner of allocating such consideration between capital and surplus.

Section 2. Certificates. Each stockholder shall be entitled to a certificate or certificates stating the number and the class and the designation of the series, if any, of the shares held by him, and otherwise in form approved by the board of directors. Such certificate or certificates shall be signed by the president or a vice president and by the treasurer or an assistant treasurer. Such signatures may be facsimiles if the certificate is signed by a transfer agent, or by a registrar, other than a director, officer or employee of the corporation. In case any officer who has signed or whose facsimile signature has been placed on such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the corporation with the same effect as if he were such officer at the time of its issue.

Every certificate issued for shares of stock at a time when such shares are subject to any restriction on transfer pursuant to the articles of organization, these by-laws or any agreement to which the corporation is a party shall have the restriction noted conspicuously on the certificate and shall also set forth on the face or back of the certificate either (i) the full text of the restriction or (ii) a statement of the existence of such restriction and a statement that the corporation will furnish a copy thereof to the holder of such certificate upon written request and without charge.

Every certificate issued for shares of stock at a time when the corporation is authorized to issue more than one class or series of stock shall set forth on the face or back of the certificate either (i) the full text of the preferences, voting powers, qualifications and special and relative rights of the shares of each class and series, if any, authorized to be issued, as set forth in the articles of organization or (ii) a statement of the existence of such preferences, powers, qualifications and rights and a statement that the corporation

will furnish a copy thereof to the holder of such certificate upon written request and without charge.

Section 3. Transfers. The board of directors may make such rules and regulations not inconsistent with the law, with the articles of organization or with these by-laws as it deems expedient relative to the issue, transfer and registration of stock certificates. The board of directors may appoint a transfer agent and a registrar of transfers or either and require all stock certificates to bear their signatures. Except as otherwise provided by law, by the articles of organization or by these by-laws, the corporation shall be entitled to treat the record holder of any shares of stock as shown on the books of the corporation as the holder of such shares for all purposes, including the right to receive notice of and to vote at any meeting of stockholders and the right to receive any dividend or other distribution in respect of such shares.

Section 4. Record Date. The board of directors may fix in advance a time, which shall be not more than sixty (60) days before the date of any meeting of stockholders or the date for the payment of any dividend or the making of any distribution to stockholders or the last day on which the consent or dissent of stockholders may be effectively expressed for any purpose, as the record date for determining the stockholders having the right to notice of and to vote at such meeting and any adjournment thereof or the right to receive such dividend or distribution or the right to give such consent or dissent, and in such case only stockholders of record on such record date shall have such right, notwithstanding any transfer of stock on the books of the corporation after the record date.

Section 5. Lost Certificates. The board of directors may, except as otherwise provided by law, determine the conditions upon which a new certificate of stock may be issued in place of any certificate alleged to have been lost, mutilated or destroyed.

ARTICLE V

Miscellaneous provisions

Section 1. Fiscal Year. The fiscal year of the corporation shall begin on the first day of January in each year and end on the last day of December next following.

Section 2. Corporate Seal. The seal of the corporation shall be in such form as shall be determined from time to time by the board of directors.

Section 3. Corporation Records. The original, or attested copies, of the articles of organization, by-laws and records of all meetings of the incorporators and stockholders, and the stock and transfer records, which shall contain the names of all stockholders and the record address and the amount of stock held by each, shall be kept in the Commonwealth of Massachusetts at the principal office of the corporation in said Commonwealth or at an office of the transfer agent or of its clerk or of its resident agent, if any. Said copies and records need not all be kept in the same office. They shall be available at all reasonable times to inspection by any stockholder for any proper purpose

but not if the purpose for which such inspection is sought is to secure a list of stockholders or other information for the purpose of selling said list or information or copies thereof or of using the same for a purpose other than the interest of the applicant, as a stockholder, relative to the affairs of the corporation.

Section 4. Voting of Securities. Except as the board of directors may otherwise prescribe, the president or the treasurer shall have full power and authority in the name and on behalf of the corporation, subject to the instructions of the board of directors, to waive notice of, to attend, act and vote at, and to appoint any person or persons to act as proxy or attorney in fact for this corporation (with or without power of substitution) at any meeting of stockholders or shareholders of any other corporation or organization, the securities of which may be held by this corporation.

ARTICLE VI

Amendments

These by-laws may be amended or repealed at any annual or special meeting of the stockholders by the affirmative vote of a majority of the shares of capital stock then issued, outstanding and entitled to vote provided notice of the proposed amendment or repeal is given in the notice of the meeting. No change in the date fixed in these by-laws for the annual meeting of the stockholders shall be made within sixty (60) days before such date, and notice of any change in such date shall be given to all stockholders at least twenty (20) days before the new date fixed for such meeting.

If authorized by the articles of incorporation, these by-laws may also be amended or repealed in whole or in part, or new by-laws made, by the board of directors except with respect to any provision hereof which by-law, the articles of organization or these by-laws requires action by the stockholders. Not later than the time of giving notice of the meeting of stockholders next following the making, amendment or repeal by the directors of any by-laws, notice thereof stating the substance of such change shall be given to all stockholders entitled to vote on amending the by-laws. Any by-law to be made, amended or repealed by the directors may be amended or repealed by the stockholders.

INDIANA SECRETARY OF STATE
BUSINESS SERVICES DIVISION
CORPORATIONS CERTIFIED COPIES

INDIANA SECRETARY OF STATE
BUSINESS SERVICES DIVISION ,
302 West Washington Street, Room E018
Indianapolis, IN 46204

http://www.sos.in.gov

October 04, 2011

Company Requested: RESOLUTE ACQUISITION CORPORATION
Control Number: 2003021400190

Date	Transaction	# Pages
02/13/2003	Articles of Incorporation	7
05/15/2003	Certificate of Assumed Business Name	2

State of Indiana
Office of the Secretary of State

I hereby certify that this is a true and complete copy of this 9 page document filed in this office.

Dated: October 04, 2011
Certification Number: 2011100437214

/s/ Charles P. White

Secretary of State

The Indiana Secretary of State filing office certifies that this copy is on file in this office.

State of Indiana
Office of the Secretary of State

CERTIFICATE OF INCORPORATION

of

RESOLUTE ACQUISITION CORPORATION

I, TODD ROKITA, Secretary of State of Indiana, hereby certify that Articles of Incorporation of the above For-Profit Domestic Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Corporation Law.

NOW, THEREFORE, with this document I certify that said transaction will become effective Thursday, February 13, 2003.

In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, February 13, 2003.

/s/ Tood Rokita
TODD ROKITA,
SECRETARY OF STATE

2003021400190/2003021405470

Certification Number: 2011100437214

2003021400190

ARTICLES OF INCORPORATION
OF
RESOLUTE ACQUISITION CORPORATION

ARTICLE ONE
Name, Duration, and Character of Business

The name of the corporation is Resolute Acquisition Corporation (hereinafter referred to as the "Corporation"). The duration of the Corporation shall be perpetual. The purpose for which the Corporation is organized is to provide behavioral healthcare and educational services and to transact any and all lawful business for which corporations may be incorporated under the laws of the State of Indiana, as may be amended from time to time.

ARTICLE TWO
Authorized Shares

The Corporation shall have authority to be exercised by the Board of Directors to issue not more than five hundred thousand (500,000) shares of capital stock, with no par value, all of which shall be designated "Common Stock." The Common Stock shall have unlimited voting rights and shall be entitled to receive the net assets of the Corporation upon dissolution.

ARTICLE THREE
Registered Office and Agent

The registered office of the Corporation, at the time of this filing, is located at 36 South Pennsylvania Street, Indianapolis, Indiana 46204. The registered agent of the Corporation at its registered office, at the time of this filing, is CT Corporation System.

ARTICLE FOUR
Incorporator

The name and address of the incorporator is as follows: John Little, 1705 Capital of Texas Highway South, Fifth Floor, Austin, Texas 78746.

ARTICLE FIVE
Principal Office

The mailing address of the principal office of the Corporation, at the time of this filing, is 320 North Tibbs Avenue, Indianapolis, Indiana 46222.

ARTICLE SIX
Limitation of Liability

6.1 Limitation of Liability. No person shall be liable to the Corporation for any loss or damage suffered by the Corporation because of any action taken or not taken by such person in his or her capacity as a member of the Board of Directors of the Corporation in good faith and in reliance upon (1) financial statements of the Corporation represented to such person to be correct by the chief executive officer or the chief financial officer of the Corporation, (2) financial statements of the Corporation certified by independent public accountants or independent certified public accountants fairly to present the financial condition of the Corporation in accordance with generally accepted accounting principles, (3) opinions of legal counsel to the Corporation, or (4) opinions of any engineers, appraisers or other experts whose professions give authority to the opinions so expressed by them. This section shall not be construed to subject any such person to liability to the Corporation for loss or damage suffered by the Corporation because of any other action taken or not taken by such person for which such person would not otherwise be liable to the Corporation under applicable common and statutory law.

6.2 Future Modification. Any repeal or modification of the provisions of this Article by the shareholders of the Corporation shall be prospective only, and shall not adversely affect any limitation on the liability of a director of the Corporation with respect to any act or omission prior to the effective date of such repeal or modification.

ARTICLE SEVEN
Indemnification

7.1 Definitions. Terms defined in Chapter 37 of the Indiana Business Corporation Law (Ind. Code §§ 23-1-37-1, et seq.) which arc used in this Article 7 shall have the same definitions for purposes of this Article 7 as they have in such chapter of the Indiana Business Corporation Law.

7.2 Indemnification of Directors and Officers. The Corporation shall indemnity any person made or threatened to he made a party to any action, suit, or proceeding, whether civil or criminal, administrative or investigative, and whether formal or informal, by reason of the fact that he or she, his or her testator, or his or her intestate is or was a director or officer of the Corporation or of any corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise, whether or not for profit, which he or she served as such at the request of the Corporation (any such person made or threatened to be made such a party is hereinafter termed a "Qualifying Person"), against liability and the reasonable expenses, including attorneys' fees, actually incurred by him or her in connection with such action, suit, or proceeding, or in connection with any appeal therein, if: (i) his or her conduct was in good faith: (ii) he or she reasonably believed (a) in the case of conduct in his or her official capacity with the Corporation, that his or her conduct was in the Corporation's best interests, and (b) in all other cases, that his or her conduct was at least not opposed to the Corporation's best interests: and (iii) in the case of any criminal proceeding, he or she (a) had reasonable cause to believe his or her conduct was lawful, or (b) had no reasonable cause to believe his or her conduct was unlawful.

The Corporation shall pay for or reimburse the reasonable expenses incurred by a Qualifying Person in advance of final disposition of any such action, suit, or proceeding if the following occur: (i) the Qualifying Person furnishes to the Corporation a written affirmation of

his or her good faith belief that he or she has met the standard of conduct necessary for indemnification described in this Section 7.2 (the "Standard"); (ii) he or she furnishes the Corporation a written undertaking executed by him or her to repay any such advance if it is ultimately determined that he or she did not meet the Standard; and (iii) a determination is made that the facts then known to those making the determination would not preclude indemnification under this Section 7.2.

7.3 Other Employees or Agents of the Corporation. The Corporation may, in the discretion of the Board of Directors, fully or partially provide the same rights of indemnification and reimbursement as hereinabove provided for directors and officers of the Corporation to other individuals who are or were employees or agents of the Corporation or who are or were serving at the request of the Corporation as employees or agents of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other entity whether or not for profit.

7.4 Non-Exclusive Provision. The indemnification authorized under this Article 7 is in addition to all rights to indemnification granted by Chapter 37 of the Indiana Business Corporation Law (Ind. Code §§ 23-1-37-1, et seq.) and in no way limits the indemnification provisions of such Chapter.

ARTICLE EIGHT
Constituency Considerations

In discharging the duties of their respective positions and in determining what is believed to be in the best interests of the Corporation, the Board of Directors, committees of the Board of Directors, and individual directors, in addition to considering the effects of any action on the Corporation or its shareholders, may consider the interests of the employees, customers,

suppliers, and creditors of the Corporation and its subsidiaries, the communities in which offices or other establishments of the Corporation and its subsidiaries are located, and all other factors such directors consider pertinent; provided, however, that this Article shall be deemed solely to grant discretionary authority to the directors and shall not be deemed to provide to any constituency any right to be considered.

ARTICLE NINE
Board of Directors

The Board of Directors, at the time of this filing, consists of one member whose name and address is as follows: Kevin P. Shechan, 1705 Capital of Texas Highway South, Fifth Floor. Austin, Texas 78746, who shall serve until a successor is duly elected and qualified.

ARTICLE TEN
Shareholder Action

Meetings of the shareholders of the Corporation shall be held at such place within or without the State of Indiana, as may be specified in the respective notices of such meeting. Any action which may be taken at a meeting of the shareholders may be taken without a meeting if, prior to such action, a consent in writing setting forth the action so taken shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof, in accordance with Indiana Code § 23-1-29-4, as amended, and such written consent is filed with the minutes of the proceedings of the shareholders.

The Indiana Secretary of State filing office certifies that this copy is on file in this office.

IN WITNESS WHEREOF, the undersigned, being the incorporator of the Corporation executes these Articles of Incorporation and verifies, subject to penalties for perjury, that the statements contained herein are true, this 13th day of February, 2003.

INCORPORATOR

/s/ John Little
John Little

Certification Number: 2011100437214

The Indiana Secretary of State filing office certifies that this copy is on file in this office.

State of Indiana
Office of the Secretary of State

CERTIFICATE OF ASSUMED BUSINESS NAME

of

RESOLUTE ACQUISITION CORPORATION

I, TODD ROKITA, Secretary of State of Indiana, hereby certify that Certificate of Assumed Business Name of the above For-Profit Domestic Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Corporation Law.

Following said transaction the entity named above will be doing business under the assumed business name(s) of:

YFCS REL
RESOLUTE TREATMENT CENTER
RESOLUTE TREATMENT FACILITY
RESOLUTE

NOW, THEREFORE, with this document I certify that said transaction will become effective Thursday, May 15,2003.

In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, May 15, 2003.

[SEAL]

In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, May 15, 2003.

/s/ Todd Rokita
TODD ROKITA,
SECRETARY OF STATE

2003021400190/2003051624666

Certification Number: 2011100437214

The Indiana Secretary of State filing office certifies that this copy is on file in this office.

2003021400190

CERTIFICATE OF ASSUMED BUSINESS NAME
(All Corporations)
State Form 30353 (R10 / 1-02)
State Board of Accounts Approved 2002

SUE ANNE GILROY
SECRETARY OF STATE
CORPORATIONS DIVISION
302 W. Washington St. Rm E018
Indianapolis, IN 46204
Telephone, (317) 232-6576

[SEAL]

Indiana Code 23-15-1-1, *et seq.*

INSTRUCTIONS:

1. *This certificate must also be recorded in the office of County Recorder of each county in which a place of business or office is located.*
2. *FEES ARE PER CERTIFICATE. Please make check or money order payable to Indiana Secretary of State.*

FILING FEES PER CERTIFICATE:

For-Profit Corporation, Limited Liability Company, Limited Partnership	**$ 30.00**
Not-For-Profit Corporation	**$ 26.00**

Please TYPE or PRINT.

1. Name of Corporation. LLC or LP
Resolute Acquisition Corporation

2. Date of incorporation / admission/ organization
2/13/03

3. Address at which the Corporation, LLC, LP will do business or have an office in Indiana, if no office in Indiana, then state current registered address *(street address)*

320 North Tibbs Avenue
City, state and ZIP code

Indianapolis, Indiana 46222

4. Assumed business name(s)

YFCS Rel; Resolute Treatment Center; Resolute Treatment Facility; Resolute

5. Principal office address of the Corporation, LLC, LP *(street address)*

320 North Tibbs Avenue
City, state and ZIP code

Indianapolis, Indiana 46222

6. Signature of officer or other authorized party

/s/ J. Mack Nunn

7. Printed name and title

J. Mack Nunn, Treasurer

This instrument was prepared by: Hall, Render et al., 2000 One American Square, Indianapolis, IN 46282

Certification Number: 2011100437214

Exhibit 3.88

RESOLUTE ACQUISITION CORPORATION

BYLAWS

Adopted as of March 31, 2003

Corporate Bylaws

Article I. Definitions

1.01 Code

The Code means the applicable titles, parts, chapters, sections, and other divisions of the Indiana Business Corporation Law, Indiana Code § 23-1-17-1 et seq., governing the formation and operation of corporations in the State of Indiana.

1.02 Record Date

Record Date means the date established under the Code on which the Corporation determines the identity of its shareholders and their shareholdings. Such determination shall be made as of the close of business on the Record Date unless another time for doing so is specified when the Record Date is fixed.

1.03 Voting Group

Voting Group means all shares of one or more classes or series that under the articles of incorporation or the Code are entitled to vote and be counted together collectively on a matter at a meeting of the shareholders. All shares entitled by the articles of incorporation or the Code to vote generally on the matter are for that purpose a single Voting Group.

1.04 Corporation

Corporation means Resolute Acquisition Corporation, and includes any domestic or foreign predecessor entity of the Corporation in a merger or other transaction in which the predecessor’s existence ceased upon consummation of the transaction.

Article II. Offices and Agents

2.01 Registered Office and Agent

The Corporation shall maintain a registered office and have a registered agent, whose business office address is identical to that of the registered office, in the State of Indiana and in each state in which the Corporation is qualified to do business.

2.02 Other Offices

In addition to its registered office, the Corporation may have offices at any other place or places, within or without the State of Indiana, as the Board of Directors may

from time to time select or as the business of the Corporation may require or make desirable.

Article III. Meetings of the Shareholders

3.01 Annual Meetings

An annual meeting of the shareholders shall be held for the election of directors at such date, time, and place, either within or without the State of Indiana, as may be designated by resolution of the Board of Directors from time to time. Such resolution shall designate the date, time, and place of the meeting. Any other proper business may be transacted at the annual meeting. If an annual meeting is not held as provided in this Section 3.01, any business, including the election of directors, that might properly have been acted upon at that meeting may be acted upon at a special meeting in lieu of the annual meeting held pursuant to these bylaws or held pursuant to a court order.

3.02 Special Meetings

Special meetings of the shareholders may be called for any purpose or purposes at any time by the Board of Directors, or by the President of the Corporation, or by a Committee of the Board of Directors that has been duly designated and authorized by resolution of the Board of Directors to call such meetings. In addition, the Board of Directors shall call such a meeting upon the written request of shareholders holding at least twenty percent (20%) of all the votes entitled to be cast on the issue or issues proposed to be considered at the requested special meeting.

3.03 Quorum

With respect to shares entitled to vote as a separate Voting Group on a matter at a meeting of shareholders, the presence, in person or by proxy, of a majority of the votes entitled to be cast on the matter by the Voting Group shall constitute a quorum of that Voting Group for action on that matter unless the articles of incorporation or the Code provide otherwise. Once a share is represented for any purpose at a meeting, other than solely to object to holding the meeting or to transacting business at the meeting, it is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of the meeting unless a new Record Date is or must be set for the adjourned meeting pursuant to Section 1.02, governing the fixing of the Record Date with regard to shareholder action.

3.04 Adjournment and Reconvention

Whether or not a quorum is present to organize a meeting, any meeting of shareholders may be adjourned by the holders of a majority of the voting shares represented at the meeting to reconvene at a specific time and place, but no later than

120 days after the date fixed for the original meeting unless the requirements of the Code concerning the selection of a new Record Date have been met. At any reconvened meeting within that time period, any business may be transacted that could have been transacted at the meeting that was adjourned.

3.05 Presiding Officer

The President shall serve as the Presiding Officer of every meeting of shareholders unless another person is elected by the shareholders to serve as Presiding Officer at the meeting. The Presiding Officer shall appoint any persons he deems required to assist with the meeting.

3.06 Vote Required for Action

If a quorum exists, action on a matter (other than the election of directors) by a voting group is approved if the votes cast within the voting group favoring the action exceed the votes cast opposing the action, unless the articles of incorporation, provisions of these bylaws validly adopted by the shareholders, or the Code requires a greater number of affirmative votes. If the articles of incorporation or the Code provide for voting by two or more Voting Groups on a matter, action on that matter is taken only when voted upon by each of those Voting Groups counted separately. Action may be taken by one Voting Group on a matter even though no action is taken by another Voting Group entitled to vote on the matter. With regard to the election of directors, unless otherwise provided in the articles of incorporation, if a quorum exists, action on the election of directors is taken by a plurality of the votes cast by the shares entitled to vote in the election.

3.07 Shares Held by Another Corporation

Shares standing in the name of another corporation, domestic or foreign, may be voted by such officer, agent, or proxy as the bylaws of such other corporation may prescribe, or, in the absence of such a provision, as the board of directors of such other corporation may determine.

3.08 Method of Voting Shares

Unless the articles of incorporation or the Code provide otherwise, each outstanding share having voting rights shall be entitled to one vote on each matter submitted to a vote at a meeting of the shareholders. Voting on all matters shall be by voice vote or by show of hands unless any qualified voter, prior to the voting on any matter, demands vote by ballot, in which case each ballot shall state the name of the shareholder voting and the number of shares voted by him, and if the ballot be cast by proxy, it shall also state the name of the proxy.

3.09 Proxies

A shareholder entitled to vote on a matter may vote in person or by proxy pursuant to an appointment of proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact. An appointment of proxy shall be valid for only one meeting to be specified therein, and any adjournments of such meeting, but shall not be valid for more than eleven months unless expressly provided therein. Appointments of proxy shall be dated and filed with the records of the meeting to which they relate. If the validity of any appointment of proxy is questioned, it must be submitted to the secretary of the meeting of shareholders for examination or to a proxy officer or committee appointed by the meeting's presiding officer. The secretary of the meeting or, if appointed, the proxy officer or committee, shall determine the validity or invalidity of any appointment of proxy submitted for examination. Reference in the minutes of the meeting by the secretary or, if appointed, the proxy officer or committee, as to the regularity of an appointment of proxy shall be received as prima facie evidence of the facts stated for the purpose of establishing the presence of a quorum at the meeting and for all other purposes.

3.10 Action Without a Meeting

Any action required or permitted to be taken at a meeting of the shareholders, may be taken without a meeting if the action is taken by all shareholders entitled to vote on the action. The action without a meeting must be evidenced by one or more written consents describing the action taken, signed by all the shareholders entitled to take action without a meeting, and delivered to the Corporation for inclusion in the minutes or filing with the records of the Corporation. The Corporation shall give written notice of actions so taken.

3.11 Notice

Unless waived as contemplated in these bylaws, a notice of each meeting of shareholders, stating the date, time, and place of the meeting shall be given not less than ten (10) days nor more than sixty (60) days before the date thereof, to each shareholder entitled to vote at that meeting. In the case of an annual meeting, the notice need not state the purpose or purposes of the meeting unless the articles of incorporation or the Code require otherwise. In the case of a special meeting, including a special meeting in lieu of an annual meeting, the notice of meeting shall state the purpose or purposes for which the meeting is called.

Article IV. Board of Directors

4.01 Powers

All corporate powers, which are lawful and do not violate any legal agreement among shareholders and which are not prohibited by the articles of incorporation or these bylaws, shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed under, the direction of the Board of Directors. The Board of Directors may, by resolution, vote any shares of stock owned by the Corporation. Also, the Board of Directors from time to time in its discretion may authorize or declare distributions or share dividends in accordance with the Code.

4.02 Number

The number and composition of the Corporation's Board of Directors shall initially be that which is specified in the articles of incorporation. If the articles of incorporation do not specify the number and composition of the Board of Directors, then the Board of Directors shall consist of one member, the President of the Corporation. Thereafter, the number and composition of the Board of Directors may be changed from time to time by an action of the shareholders.

4.03 Election

Except as provided for in Section 4.06, addressing vacancies in the Board of Directors, the directors shall be elected by a vote of the shareholders at each annual meeting of shareholders or special meeting in lieu of the annual meeting.

4.04 Term of Office

Except in the case of death, written resignation, retirement, disqualification, or removal, each director shall serve until the next succeeding annual meeting or special meeting in lieu of an annual meeting and thereafter until his successor is elected and qualifies or until the number of directors is decreased.

4.05 Removal

One or more directors may be removed from office with or without cause by the shareholders by a majority of the votes entitled to be cast. If the director was elected by a Voting Group, only the shareholders of that Voting Group may participate in the vote to remove him. Removal action may be taken at any meeting of shareholders with respect to which the notice stated that the purpose, or one of the purposes, of the meeting is removal of the director, and a removed director's successor may be elected at the same meeting.

4.06 Vacancies

A vacancy occurring in the Board of Directors, other than by reason of an increase in the number of directors, shall be filled for the unexpired term by the first to take action of (a) the shareholders or (b) the Board of Directors, and if the directors remaining in office constitute fewer than a quorum of the Board of Directors, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office. If the vacant office was held by a director elected by a Voting Group, only the holders of shares of that Voting Group or the remaining directors elected by that Voting Group are entitled to vote to fill the vacancy. A vacancy occurring in the Board of Directors by reason of an increase in the number of directors shall be filled in like manner as any other vacancy, but, if filled by action of the Board of Directors, shall only be for a term of office continuing until the next election of directors by the shareholders and until the election and qualification of a successor.

4.07 Committees

The Board of Directors, by resolution, may designate from among its members an executive committee and one or more other committees, each consisting of one or more directors all of whom serve at the pleasure of the Board of Directors. Except as limited by the Code, each committee shall have the authority set forth in the resolution establishing the committee. The provisions of these bylaws as to the Board of Directors and its deliberations shall be applicable to any committee of the Board of Directors. All decisions and actions of any committee created by these bylaws or resulting from the authority granted by these bylaws, shall be subject to the discretionary review and approval of the Board of Directors.

4.08 Compensation

Unless the articles of incorporation provide otherwise, the Board of Directors may determine from time to time the compensation, if any, directors may receive for their services as directors. A director may also serve the Corporation in a capacity other than that of director and receive compensation, as determined by the Board of Directors, for services rendered in such other capacity.

Article V. Meetings of the Board of Directors

5.01 Regular Meetings

Regular meetings of the Board of Directors shall be held immediately after the annual meeting of shareholders or a special meeting in lieu of the annual meeting. In addition, the Board of Directors may schedule other meetings to occur at regular intervals throughout the year.

5.02 Special Meetings

Special meetings of the Board of Directors may be called by or at the request of the President of the Corporation, by the sole director of the Board of Directors or, if the Board consists of more than one director, by any two directors in office at that time.

5.03 Quorums

Unless a greater number is required by the articles of incorporation, these bylaws, or the Code, a quorum of the Board of Directors consists of a majority of the total number of directors.

5.04 Adjournments

Whether or not a quorum is present to organize a meeting, any meeting of directors (including an adjourned meeting) may be adjourned by a majority of the directors present to reconvene at a specific time and place. At any reconvened meeting, any business may be transacted that could have been transacted at the meeting that was adjourned. It shall not be necessary to give any notice of the reconvened meeting or of the business to be transacted, if the date, time and place of the reconvened meeting are announced at the meeting that was adjourned.

5.05 Action Without a Meeting

Unless the Code, the articles of incorporation, or these bylaws provide otherwise, any action required or permitted to be taken at any meeting of the Board of Directors, or any action that may be taken at a meeting of an authorized committee of the Board of Directors, may be taken without a meeting if the action is taken by all the members of the Board of Directors (or of the committee, as the case may be). The action must be evidenced by one or more written consents describing the action taken, signed by each director (or each director serving on the committee, as the case may be), and delivered to the Corporation for inclusion in the minutes or filing with the records of the Corporation.

5.06 Meetings by Telephone

Any or all directors may participate in a meeting of the Board of Directors, and members of an authorized committee of the Board of Directors may participate in a meeting of the committee (as the case may be), through the use of any means of communication by which all directors participating may simultaneously hear each other during the meeting.

5.07 Place of Meetings

Directors may hold their meetings at any place within or without the State of Indiana, as the Board of Directors may from time to time establish for regular meetings or as set forth in the notice of special meetings or, in the event of a meeting held pursuant to waiver of notice, as set forth in the waiver.

5.08 Notice of Meetings

No notice shall be required for any regularly scheduled meeting of the directors. Unless waived as contemplated in these bylaws, each director shall be given at least five day's notice of each special meeting stating the date, time, and place of the meeting. It is not required that the purpose of a directors' meeting be stated in any notice of such a meeting, whether the meeting is a regular or a special meeting.

5.09 Vote Required for Action

If a quorum is present when a vote is taken, the affirmative vote of a majority of directors present is the act of the Board of Directors unless the Code, the articles of incorporation, or these bylaws require the vote of a greater number of directors.

A director who is present at a meeting of the Board of Directors, or an authorized committee of the Board of Directors, when corporate action is taken is deemed to have assented to the action taken unless:

(i) he objects at the beginning of the meeting (or promptly upon his arrival) to holding the meeting or to transacting business at the meeting,

(ii) his dissent or abstention from the action taken is entered in the minutes of the meeting, or

(iii) he delivers written notice of his dissent or abstention to the presiding officer of the meeting before its adjournment or to the Corporation immediately after adjournment of the meeting.

The right of dissent or abstention is not available to a director who votes in favor of the action taken.

Article VI. Shareholder and Director Notices

6.1 Delivery of Notice

Whenever these bylaws require notice to be given to any shareholder or director, the notice shall be given in accordance with this Section 6.1. Notice under these bylaws shall be in writing unless oral notice is reasonable under the circumstances. Any notice to directors may be written or oral. Notice may be communicated in person, by telephone, telegraph, teletype, other form of wire or wireless communication, or by mail or private carrier. If these forms of personal notice are impracticable, notice may be communicated by a newspaper of general circulation in the area where published, or by radio, television, or other form of public broadcast communication. Written notice to the shareholders, if in a comprehensible form, is effective when mailed, if mailed with first-class postage prepaid and correctly addressed to the shareholder's address shown in the Corporation's current record of shareholders.

6.2 When Effective

Except as otherwise provided in this Section 6.2, written notice, if in a comprehensible form, is effective at the earliest of the following:

(i) when received or when delivered, properly addressed, to the addressee's last known principal place of business or residence;

(ii) five days after deposit in the mail, as evidenced by the postmark, if mailed with first-class postage prepaid and correctly addressed, or

(iii) on the date shown on the return receipt, if sent by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee.

Oral notice is effective when communicated if communicated in a comprehensible manner.

In calculating time periods for notice, when a period of time measured in days, weeks, months, years, or other measurement of time is prescribed for the exercise of any privilege or the discharge of any duty, the first day shall not be counted but the last day shall be counted.

6.3 Waiver

A shareholder or director may waive any notice before or after the date and time stated in the notice. Except as provided in this Section 6.3, the waiver must be in writing, be signed by the shareholder or director entitled to the notice, and be delivered

to the Corporation for inclusion in the minutes or filing with the records of the Corporation.

A shareholder's attendance at a meeting (i) waives objection to lack of notice or defective notice of the meeting, unless the shareholder at the beginning of the meeting objects to holding the meeting or transacting business at the meeting; and (ii) waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the shareholder objects to considering the matter when it is presented.

A director's attendance at or participation in a meeting waives any required notice to him of the meeting unless the director at the beginning of the meeting (or promptly upon his arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Unless required by the Code, neither the business transacted nor the purpose of the meeting need be specified in the waiver.

6.4 Notice Following Adjournment

If notice of an adjourned meeting of the shareholders or of the directors was properly given, it shall not be necessary to give any notice of the reconvened meeting or of the business to be transacted, if the date, time and place of the reconvened meeting are announced at the meeting that was adjourned and before adjournment; provided, however, that if a new record date of shares is or must be fixed, notice of the reconvened meeting must be given to persons who are shareholders as of the new record date.

Article VII. Officers

7.01 Number

The officers of the Corporation shall consist of a Board Chairman, a President, a Secretary, a Treasurer, and any other officers as may be appointed by the Board of Directors or by another duly appointed officer pursuant to these bylaws. The Board of Directors shall from time to time create and establish the duties of the other officers. Any two or more offices may be held by the same person.

7.02 Board Chairman

The Board Chairman shall preside at all meetings of the Board of Directors and shall have authority to execute bonds, mortgages, and other contracts requiring a seal, under the seal of the Corporation; to endorse, when sold, assigned, transferred, or otherwise disposed of by the Corporation, all certificates or shares of stock, bonds, or

other securities issued by other corporations, associations, trusts, whether public or private, or by any government agency thereof, and owned or held by the Corporation, and to make, execute, and deliver all instruments or assignments of transfer of any such stocks, bonds, or other securities. The Board Chairman may, with the approval of the Board of Directors, or shall, at the direction of the Board of Directors, delegate any or all of such duties to the President.

7.03 President

The President shall be the Chief Executive Officer of the Corporation and shall have general supervision of the business of the Corporation. The President shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall perform such other duties as may from time to time be delegated by the Board of Directors. In the absence of the Board Chairman, the President shall have authority to do any and all things delegated to the Board Chairman.

7.04 Vice President

In the absence or disability of the President, or at the direction of the President, the Vice President, if any, shall perform the duties and exercise the powers of the President. If the Corporation has more than one Vice President, the one designated by the Board of Directors shall act in lieu of the President. Vice Presidents shall perform whatever duties and have whatever powers the Board of Directors may from time to time assign.

7.05 Secretary

The Secretary shall be responsible for preparing minutes of the acts and proceedings of all meetings of the shareholders, the Board of Directors, and any Committees thereof. The Secretary shall have authority to give all notices required by the Code or these bylaws. The Secretary shall be responsible for the custody of the corporate books, records, contracts, and other documents. The Secretary may affix the corporate seal to any lawfully executed documents and shall sign any instruments as may require his or her signature. The Secretary shall authenticate records of the Corporation. The Secretary shall perform whatever additional duties and have whatever additional powers the Board of Directors may from time to time assign. In the absence or disability of the Secretary or at the direction of the President, any assistant secretary may perform the duties and exercise the powers of the Secretary.

7.06 Treasurer

The Treasurer shall be responsible for the custody of all funds and securities belonging to the Corporation and for the receipt, deposit, or disbursement of funds and securities under the direction of the Board of Directors. The Treasurer shall cause to be maintained full and true accounts of all receipts and disbursements and shall make

reports of the same to the Board of Directors and the President upon request. The Treasurer shall perform all duties as may be assigned to him from time to time by the Board of Directors.

7.07 Appointment, Term, and Removal

All officers shall be appointed by the Board of Directors or by a duly appointed officer pursuant to these bylaws and shall serve at the pleasure of the Board of Directors or the appointing officers, as the case may be. All officers, however appointed, may be removed with or without cause by the Board of Directors, and any officer appointed by another officer may also be removed by the appointing officer with or without cause.

7.08 Compensation

The compensation of all officers of the Corporation appointed by the Board of Directors shall be fixed by the Board of Directors.

7.09 Bonds

The Board of Directors may, by resolution, require any or all of the officers, agents, or employees of the Corporation to give bonds to the Corporation, with sufficient surety or sureties, conditioned on the faithful performance of the duties of their respective offices or positions, and to comply with any other conditions as from time to time may be required by the Board of Directors.

Article VIII. Indemnification

8.01 Definitions

Terms defined in Chapter 37 of the Indiana Business Corporation Law (Ind. Code §§ 23-1-37-1, et seq.) which are used in this Article 8 shall have the same definitions for purposes of this Article 8 as they have in such chapter of the Indiana Business Corporation Law.

8.02 Indemnification of Directors and Officers

The Corporation shall indemnify any person made or threatened to be made a party to any action, suit, or proceeding, whether civil or criminal, administrative or investigative, and whether formal or informal, by reason of the fact that he or she, his or her testator, or his or her intestate is or was a director or officer of the Corporation or of any corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise, whether or not for profit, which he or she served as such at the request of the Corporation (any such person made or threatened to be

made such a party is hereinafter termed a “Qualifying Person”), against liability and the reasonable expenses, including attorneys’ fees, actually incurred by him or her in connection with such action, suit, or proceeding, or in connection with any appeal therein, if: (i) his or her conduct was in good faith; (ii) he or she reasonably believed (a) in the case of conduct in his or her official capacity with the Corporation, that his or her conduct was in the Corporation’s best interests, and (b) in all other cases, that his or her conduct was at least not opposed to the Corporation’s best interests; and (iii) in the case of any criminal proceeding, he or she (a) had reasonable cause to believe his or her conduct was lawful, or (b) had no reasonable cause to believe his or her conduct was unlawful.

The Corporation shall pay for or reimburse the reasonable expenses incurred by a Qualifying Person in advance of final disposition of any such action, suit, or proceeding if the following occur: (i) the Qualifying Person furnishes to the Corporation a written affirmation of his or her good faith belief that he or she has met the standard of conduct necessary for indemnification described in this Section 8.02 (the “Standard”); (ii) he or she furnishes the Corporation a written undertaking executed by him or her to repay any such advance if it is ultimately determined that he or she did not meet the Standard; and (iii) a determination is made that the facts then known to those making the determination would not preclude indemnification under this Section 8.02.

8.03 Other Employees or Agents of the Corporation

The Corporation may, in the discretion of the Board of Directors, fully or partially provide the same rights of indemnification and reimbursement as hereinabove provided for directors and officers of the Corporation to other individuals who are or were employees or agents of the Corporation or who are or were serving at the request of the Corporation as employees or agents of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other entity whether or not for profit.

8.04 Non-Exclusive Provision

The indemnification authorized under this Article VIII is in addition to all rights to indemnification granted by Chapter 37 of the Indiana Business Corporation Law (Ind. Code §§ 23-1-37-1, et seq.) and in no way limits the indemnification provisions of such Chapter.

8.05 Insurance

The Corporation may purchase and maintain insurance on behalf of an individual

(i) who is a director, officer, employee, or agent of the Corporation, or

(ii) who, while a director, officer, employee, or agent of the Corporation, serves at the Corporation's request as a director, officer, partner, trustee, employee or agent of another domestic or foreign corporation, partnership, joint venture, trust, employee benefit plan, or other entity

against liability asserted against or incurred by him or her in that capacity or arising from his or her status as a director, officer, employee, or agent, whether or not the Corporation would have power to indemnify or advance expenses to him or her against the same liability under these bylaws or the Code.

8.06 Witness Fees

Nothing in these bylaws shall limit the Corporation's power to pay or reimburse expenses incurred by a director or officer in connection with his or her appearance as a witness in a proceeding at a time when he or she is not a party.

8.07 Report to Shareholders

To the extent and in the manner required by the Code from time to time, if the Corporation indemnifies or advances expenses to a director or officer in connection with a proceeding by or in the right of the Corporation, the Corporation shall report the indemnification or advance to the shareholders.

8.08 Effect of Amendments

No amendment, modification, or rescission of these bylaws, or any provision of the bylaws, the effect of which would diminish the rights to indemnification or advancement of expenses as set forth herein shall be effective as to any person with respect to any action taken or omitted by such person prior to such amendment, modification or rescission.

Article IX. Stock Certificates

9.01 Authorization and Issuance

In accordance with the Code, the Board of Directors may authorize shares of any class or series provided for in the Corporation's Articles of Incorporation to be issued for any consideration valid under the provisions of the Code. To the extent provided in the Articles of Incorporation, the Board of Directors shall determine the preferences, limitations, and relative rights of the shares.

9.02 Form

The interest of each shareholder in the Corporation shall be evidenced by a certificate or certificates representing shares of the Corporation which shall be in such form as the Board of Directors from time to time may adopt. Share certificates shall be numbered consecutively, shall be in registered form, shall indicate the date of issuance, the name of the Corporation, that it is organized under the laws of the State of Indiana, the name of the shareholder, the number and class of shares, and the designation of the series, if any, represented by the certificate. Each certificate shall be signed by any one of the President, a Vice President, the Secretary, or the Treasurer. The corporate seal need not be affixed.

9.03 Registered Shareholders

Prior to due presentation for transfer of registration of its shares, the Corporation may treat the registered owner of the shares as the person exclusively entitled to vote the shares, to receive any share dividend or distribution with respect to the shares, and for all other purposes. The Corporation shall not be bound to recognize any equitable or other claim to or interest in the shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

9.04 Transfer of Shares

Transfers of shares shall be made upon the transfer books of the Corporation, kept at the principle office of the Corporation (or at the office of the transfer agent designated to transfer the shares, if any) only upon direction of the person named in the certificate, or by his or her attorney lawfully constituted in writing. Before a new certificate is issued, the old certificate shall be surrendered for cancellation or, in the case of a certificate alleged to have been lost, stolen, or destroyed, the requirements of the bylaw governing lost, stolen, or destroyed certificates shall have been met.

9.05 Record Date

For the purpose of determining shareholders entitled to notice of a shareholders' meeting, to demand a special meeting, to vote, or to take any other action, the Board of Directors may fix a future date as the Record Date, which date shall be not more than seventy (70) days prior to the date on which the particular action requiring a determination of shareholders is to be taken. A determination of shareholders entitled to notice of or to vote at a shareholders' meeting is effective for any adjournment of the meeting unless the Board of Directors fixes a new Record Date, which it must do if the meeting is adjourned to a date more than 120 days after the date fixed for the original meeting. If no Record Date is fixed by the Board of Directors, the Record Date shall be determined in accordance with the provisions of the Code.

For the purpose of determining shareholders entitled to a distribution (other than one involving a purchase, redemption, or other reacquisition of the Corporation's shares) or a share dividend, the Board of Directors may fix a date as the Record Date. If no Record Date is fixed by the Board of Directors, the Record Date shall be determined in accordance with the provisions of the Code.

9.06 Lost, Stolen, or Destroyed Certificates

Any person claiming a share certificate to be lost, stolen, or destroyed shall make an affidavit or affirmation of the fact in the manner required by the Board of Directors and, if the Board of Directors requires, shall give the Corporation a bond of indemnity in form and amount, and with one or more sureties satisfactory to the Board of Directors, as the Board of Directors may require, whereupon an appropriate new certificate may be issued in lieu of the one alleged to have been lost, stolen or destroyed.

Article X. Miscellaneous

10.01 Fiscal Year

The fiscal year of the Corporation shall be a twelve-month period, beginning January 1 and ending on December 31 each year, unless the Board of Directors, by resolution, fixes the fiscal year as another time period.

10.02 Corporate Seal

If the Board of Directors determines that there should be a corporate seal for the Corporation, it shall be in the form as the Board of Directors may from time to time determine.

10.03 Corporate Records

The Board of Directors shall have the power to determine which accounts, books, and records of the Corporation shall be opened to the inspection of the shareholders, except those as may by law specifically be made open to inspection. The Board of Directors shall have the power to fix reasonable rules and regulations not in conflict with the applicable law for the inspection of accounts, books, and records which by law or by determination of the Board of Directors shall be open to inspection.

10.04 Annual Financial Statements

In accordance with the Code, the Corporation shall prepare and provide to the shareholders such financial statements as may be required by the Code.

10.05 Contracts

The Board of Directors may authorize any officer or agent to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation and such authority may be general or confined to a specific instance; and unless so authorized by the Board of Directors, no officer, agent or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or render it liable pecuniarily for any purposes or to any amount. However, all contracts and agreements into which the Corporation enters in the ordinary course of business operations may be executed by any officer of the Corporation or by any other employee of the Corporation designated by the President to execute such contracts and agreements. Notwithstanding any other provision of these bylaws, however, the President is hereby given authority to execute all written documents or instruments on behalf of the Corporation.

10.06 Checks and Other Instruments

All checks, drafts, notes, bonds, bills of exchange, and orders for the payment of money shall, unless otherwise directed by the Board of Directors or required by law, be signed by either the President or the Secretary. The Board of Directors may, however, designate one or more officers or employees of the Corporation, other than those named above, who may, in the name of the Corporation, execute drafts, checks, and orders for the payment of money in its behalf.

10.07 Amendments

The Board of Directors shall have the power to alter, amend, or repeal these bylaws or adopt new bylaws, but any bylaws adopted by the Board of Directors may be altered, amended, or repealed, and new bylaws adopted, by the shareholders. The shareholders may prescribe, by expressing in the action they take in adopting or amending any bylaw or bylaws, that the bylaw or bylaws so adopted or amended shall not be altered, amended or repealed by the Board of Directors.

10.08 Conflict with Articles of Incorporation or Law; Severability

In the event that any provision of these bylaws conflicts with any provision of the articles of incorporation, the articles of incorporation shall govern. In the event that any of the provisions of these bylaws (including any provision within a single section, subsection, division or sentence) is held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions of the bylaws shall remain enforceable to the fullest extent permitted by law.

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Indiana Secretary of State
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Effective Date: 07/11/2007

INDIANA SECRETARY OF STATE
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ARTICLES OF INCORPORATION

OF

RESOURCE COMMUNITY BASED SERVICES, INC.

The undersigned incorporator, desiring to form a corporation (hereinafter referred to as the "Corporation") pursuant to the provisions of the Indiana Business Corporation Law, as amended (hereinafter referred to as the "Act"), executes the following Articles of Incorporation.

ARTICLE 1

Name

Section 1.1. The name of the Corporation is Resource Community Based Services, Inc.

ARTICLE 2

Purposes

Section 2.1. The purpose for which the Corporation is formed is to transact any and all lawful business for which corporations may be incorporated under the Act.

ARTICLE 3

Shares and Shareholders

Section 3.1. Number. The total number of shares which the Corporation is authorized to issue is One Thousand (1,000) shares, no par value.

Section 3.2. Classes. There shall be one (1) class of shares of the Corporation, which shall be designated as "Common Shares."

Section 3.3. Relative Rights, Preferences, Limitations and Restrictions of Common Shares. All Common Shares shall have the same rights, preferences, limitations and restrictions.

Section 3.4. Voting Rights of Common Shares. Each holder of Common Shares shall be entitled to one (1) vote for each share owned of record on the books of the Corporation on each matter submitted to a vote of the holders of Common Shares.

Section 3.5. Shareholder Action. Meetings of the shareholders of the Corporation shall be held at such place within or without the State of Indiana, as may be specified in the respective notices of such meeting. Any action which may be taken at a meeting of the shareholders may be taken without a meeting if, prior to such action, a consent in writing setting forth the action so taken shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof, in accordance with Indiana Code § 23-1-29-4, as amended, and such written consent if filed with the minutes of the proceedings of the shareholders.

Indiana Secretary of State
Packet: 2007071100162
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Effective Date: 07/11/2007

ARTICLE 4

Registered Office and Registered Agent

Section 4.1. Registered Office. The street address of the Corporation's initial registered office is 251 East Ohio Street, Suite 1100, Indianapolis, Indiana 46204.

Section 4.2. Registered Agent. The name of the Corporation's initial registered agent at such registered office is CT Corporation Services.

ARTICLE 5

Incorporator

Section 5.1. The name and address of the incorporator of the Corporation is:

Name:	Address:
Lisa Gethers Attorney at Law	Ice Miller LLP One American Square Suite 3100 Indianapolis, Indiana 46282-0200

ARTICLE 6

Board of Directors

Section 6.1. Powers. All corporate powers are exercised by or under the authority of, and the business and affairs of the Corporation are managed under the direction of, the Board of Directors.

Section 6.2. Number. The total number of directors shall be that specified in or fixed in accordance with the bylaws. The bylaws or these Articles may provide for staggering the terms of directors by dividing the directors into two (2) or three (3) groups, as provided in the Act. In the absence of a provision in the bylaws specifying the number of directors or setting forth the manner in which such number shall be fixed, the number of directors shall be one (1).

Section 6.3. Initial Board of Directors. The name and address of the initial director of the Corporation is:

Name:	Address:
Kevin P. Sheehan	1705 Capital of Texas Hwy. South Suite 400 Austin, Texas 78746

ARTICLE 7

Indemnification

Section 7.1. Definitions. Terms defined in Chapter 37 of the Indiana Business Corporation Law (Ind. Code §§ 23-1-37-1, *et seq.)* which are used in this Article 7 as they have in such Chapter of the Indiana Business Corporation Law.

Section 7.2. Indemnification of Directors and Officers. The Corporation shall indemnify any person made or threatened to be made a party to any action, suit, or proceeding, whether civil or criminal, administrative or investigative, and whether formal or informal, by reason of the fact that he or she, his or her testator, or his or her intestate is or was a director or officer of the Corporation or of any corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise, whether or not for profit, which he or she served as such at the request of the Corporation (any such person made or threatened to be made such a party is hereinafter termed a "Qualifying Person"), against liability and the reasonable expenses, including attorneys' fees, actually incurred by him or her in connection with such action, suit, or proceeding, or in connection with any appeal therein, if: (i) his or her conduct was in good faith; (ii) he or she reasonably believed (a) in the case of conduct in his or her official capacity with the Corporation, that his or her conduct was in the Corporation's best interests, and (b) in all other cases, that his or her conduct was at least not opposed to the Corporation's best interests; and (iii) in the case of any criminal proceeding, he or she (a) had reasonable cause to believe his or her conduct was lawful, or (b) had no reasonable cause to believe his or her conduct was unlawful.

Section 7.3. Other Employees Or Agents of the Corporation. The Corporation may, in the discretion of the Board of Directors, fully or partially provide the same rights of indemnification and reimbursement as hereinabove provided for directors and officers of the Corporation to other individuals who are or were employees or agents of the Corporation or who are or were serving at the request of the Corporation as employees or agents of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other entity whether or not for profit.

Section 7.4. Non-Exclusive Provision. The indemnification authorized under this Article 7 is in addition to all rights to indemnification granted by Chapter 37 of the Indiana Business Corporation Law (Ind. Code. §§ 23-1-37-1, *et seq.)* and in no way limits the indemnification provisions of such Chapter.

Section 7.5. Insurance. The Corporation may purchase and maintain insurance on behalf of an individual

(a) who is a director, officer, employee, or agent of the Corporation, or

(b) who, while a director, officer, employee, or agent of the Corporation, serves at the Corporation's request as a director, officer, partner, trustee, employee or agent of another domestic or foreign corporation, partnership, joint venture, trust, employee benefit plan, or other entity

against liability asserted against or incurred by him or her in that capacity or arising from his or her status as a director, officer, employee, or agent, whether or not the Corporation would have power to indemnify or advance expenses to him or her against the same liability under these Articles or the Code.

Section 7.6. Witness Fees. Nothing in these Articles shall limit the Corporation's power to pay or reimburse expenses incurred by a director or officer in connection with his or her appearance as a witness in a proceeding at a time when he or she is not a party.

Section 7.7. Report to Shareholders. To the extent and in the manner required by the Code from time to time, if the Corporation indemnifies or advances expenses to a director or officer in connection with a proceeding by or in the right of the Corporation, the Corporation shall report the indemnification or advance to the shareholders.

Section 7.8. Effect of Amendments. No amendment, modification, or rescission of these Articles, or any provision of the Articles, the effect of which would diminish the rights to indemnification or advancement of expenses as set forth herein shall be effective as to any person with respect to any action taken or omitted by such person prior to such amendment, modification or rescission.

IN WITNESS WHEREOF, the undersigned incorporator designated in Article 5 executes these Articles of Incorporation and hereby verifies subject to penalties of perjury that the facts contained herein are true.

Dated this 11th day of July, 2007.

INCORPORATOR

/s/ Lisa Gethers

Lisa Gethers, Attorney at Law
Ice Miller LLP
One American Square
Suite 3100
Indianapolis, Indiana 46282-0200

This instrument was prepared by Lisa Gethers, Attorney at Law, ICE MILLER LLP, One American Square, Suite 3100, Indianapolis, Indiana 46282-0200.

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Indiana Secretary of State
Packet: 2007071100162
Filing Date: 07/11/2007
Effective Date: 07/11/2007

State of Indiana
Office of the Secretary of State

CERTIFICATE OF INCORPORATION
of
RESOURCE COMMUNITY BASED SERVICES, INC.

I, TODD ROKITA, Secretary of State of Indiana, hereby certify that Articles of Incorporation of the above For-Profit Domestic Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Corporation Law.

NOW, THEREFORE, with this document I certify that said transaction will become effective Wednesday, July 11, 2007.

In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, July 11, 2007.

/s/ Todd Rokita
TODD ROKITA,
SECRETARY OF STATE

[SEAL]

BYLAWS

OF

RESOURCE COMMUNITY BASED SERVICES, INC.

ARTICLE I

Records Pertaining to Share Ownership

Section 1.1. Recognition of Shareholders. Resource Community Based Services, Inc. (the "Corporation") is entitled to recognize a person registered on its books as the owner of shares of the Corporation as having the exclusive right to receive dividends and to vote those shares, notwithstanding any other person's equitable or other claim to, or interest in, those shares.

Section 1.2. Transfer of Shares. Shares are transferable only on the books of the Corporation, subject to any transfer restrictions imposed by the Articles of Incorporation, these Bylaws, or an agreement among shareholders and the Corporation. Shares may be so transferred upon presentation of the certificate representing the shares, endorsed by the appropriate person or persons, and accompanied by (a) reasonable assurance that those endorsements are genuine and effective, and (b) a request to register the transfer. Transfers of shares are otherwise subject to the provisions of the Indiana Business Corporation Law (the "Act") and Article 8.1 of the Indiana Uniform Commercial Code.

Section 1.3. Certificates. Each shareholder is entitled to a certificate signed (manually or in facsimile) by at least two officers of the Corporation, setting forth (a) the name of the Corporation and that it was organized under Indiana law, (b) the name of the person to whom issued, and (c) the number of shares represented. The Board of Directors shall prescribe the form of the certificate.

Section 1.4. Lost or Destroyed Certificates. A new certificate may be issued to replace a lost or destroyed certificate. Unless waived by the Board of Directors, the shareholder in whose name the certificate was issued shall make an affidavit or affirmation of the fact that his certificate is lost or destroyed, shall advertise the loss or destruction in such manner as the Board of Directors may require, and shall give the Corporation a bond of indemnity in the amount and form which the Board of Directors may prescribe.

ARTICLE II

Meetings of the Shareholders

Section 2.1. Annual Meetings. Annual meetings of the shareholders shall be held on the 2nd Friday in May of each year, or on such other date as may be designated by the Board of Directors.

Section 2.2. Special Meetings. Special meetings of the shareholders may be called from time to time by the Board of Directors. Special meetings of the shareholders shall be called upon delivery to the Secretary of the Corporation of one or more written demands for a special

meeting of the shareholders describing the purposes of that meeting and signed and dated by the holders of at least twenty-five percent (25%) of all the votes entitled to be cast on any issue proposed to be considered at that meeting.

Section 2.3. Notice of Meetings. The Corporation shall deliver or mail written notice stating the date, time, and place of any shareholders' meeting and, in the case of a special shareholders' meeting or when otherwise required by law, a description of the purposes for which the meeting is called, to each shareholder of record entitled to vote at the meeting, at such address as appears in the records of the Corporation and at least ten (10), but no more than sixty (60), days before the date of the meeting. A shareholders' meeting shall be held at such place, either in or out of the State of Indiana, as may be specified by the Board of Directors in the respective notice for such meeting.

Section 2.4. Waiver of Notice. A shareholder may waive notice of any meeting, before or after the date and time of the meeting as stated in the notice, by delivering a signed waiver to the Corporation for inclusion in the minutes. A shareholder's attendance at any meeting, in person or by proxy (a) waives objection to lack of notice or defective notice of the meeting, unless the shareholder at the beginning of the meeting objects to holding the meeting or transacting business at the meeting, and (b) waives objection to consideration of a particular matter at the meeting that is not within the purposes described in the meeting notice, unless the shareholder objects to considering the matter when it is presented.

Section 2.5. Record Date. The Board of Directors may fix a record date, which may be a future date, for the purpose of determining the shareholders entitled to notice of a shareholders' meeting, to demand a special meeting, to vote, or to take any other action. A record date may not exceed seventy (70) days before the meeting or action requiring a determination of shareholders. If the Board of Directors does not fix a record date, the record date shall be the 10th day prior to the date of the meeting or other action.

Section 2.6. Voting by Proxy. A shareholder may appoint a proxy to vote or otherwise act for the shareholder pursuant to a written appointment form executed by the shareholder or the shareholder's duly authorized attorney-in-fact. An appointment of a proxy is effective when received by the Secretary or other officer or agent of the Corporation authorized to tabulate votes. The general proxy of a fiduciary is given the same effect as the general proxy of any other shareholder. A proxy appointment is valid for eleven (11) months unless otherwise expressly stated in the appointment form.

Section 2.7. Voting Lists. After a record date for a shareholders' meeting has been fixed, the Secretary shall prepare an alphabetical list of all shareholders entitled to notice of the meeting showing the address and number of shares held by each shareholder. The list shall be kept on file at the principal office of the Corporation or at a place identified in the meeting notice in the city where the meeting will be held. The list shall be available for inspection and copying by any shareholder entitled to vote at the meeting, or by the shareholder's agent or attorney authorized in writing, at any time during regular business hours, beginning five (5) business days before the date of the meeting through the meeting. The list shall also be made available to any shareholder, or to the shareholder's agent or attorney authorized in writing, at the meeting and

any adjournment thereof. Failure to prepare or make available a voting list with respect to any shareholders' meeting shall not affect the validity of any action taken at such meeting.

Section 2.8. Quorum; Approval. At any meeting of shareholders, a majority of the votes entitled to be cast on a matter at the meeting constitutes a quorum. If a quorum is present when a vote is taken, action on a matter is approved if the action receives the affirmative vote of a majority of the votes entitled to be cast on the action, unless a greater number is required by law, the Articles of Incorporation, or these Bylaws.

Section 2.9. Action by Consent. Any action required or permitted to be taken at a shareholders' meeting may be taken without a meeting if the action is taken by all the shareholders entitled to vote on the action. The action must be evidenced by one or more written consents describing the action taken, signed by all shareholders entitled to vote on the action, and delivered to the Corporation for inclusion in the minutes. If not otherwise determined pursuant to Section 2.5, the record date for determining shareholders entitled to take action without a meeting is the date the first shareholder signs the consent to such action.

Section 2.10. Presence. Any or all shareholders may participate in any annual or special shareholders' meeting by, or through the use of, any means of communication by which all shareholders participating may simultaneously hear each other during the meeting. A shareholder so participating is deemed to be present in person at the meeting.

Section 2.11. Place of Meetings. Meetings of the shareholders of the Corporation shall be held at such place, either in or out of the State of Indiana, as may be specified by the Board of Directors.

ARTICLE III

Board of Directors

Section 3.1. Powers and Duties. All corporate powers are exercised by or under the authority of, and the business and affairs of the Corporation are managed under the direction of, the Board of Directors, unless otherwise provided in the Articles of Incorporation.

Section 3.2. Number and Terms of Office; Qualifications. The Corporation shall have one (1) director. Directors are elected at each annual shareholders' meeting and serve for a term expiring at the following annual shareholders' meeting. A director who has been removed pursuant to Section 3.3 ceases to serve immediately upon removal; otherwise, a director whose term has expired continues to serve until a successor is elected and qualifies or until there is a decrease in the number of directors. A person need not be a shareholder or an Indiana resident to qualify to be a director.

Section 3.3. Removal. Unless the Articles of Incorporation state otherwise, any director may be removed with or without cause either by action of the directors, or by action of the shareholders taken at a meeting that was called for the purpose of removing the director and the notice of which states that one of the purposes of the meeting is removal of the director.

Section 3.4. Vacancies. If a vacancy occurs on the Board of Directors, including a vacancy resulting from an increase in the number of directors, the Board of Directors may fill the vacancy. If the directors remaining in office constitute fewer than a quorum of the Board, the directors remaining in office may fill the vacancy by the affirmative vote of a majority of those directors. Any director elected to fill a vacancy holds office until the next annual meeting of the shareholders and until a successor is elected and qualifies.

Section 3.5. Annual Meetings. Unless otherwise agreed by the Board of Directors, the annual meeting of the Board of Directors shall be held immediately following the annual meeting of the shareholders, at the place where the meeting of shareholders was held, for the purpose of electing officers and considering any other business which may be brought before the meeting. Notice is not necessary for any annual meeting.

Section 3.6. Regular and Special Meetings. Regular meetings of the Board of Directors may be held pursuant to a resolution of the Board of Directors establishing a method for determining the date, time, and place of those meetings. Notice is not necessary for any regular meeting. Special meetings of the Board of Directors may be held upon the call of the President or of any director and upon forty-eight (48) hours' written or oral notice specifying the date, time, and place of the meeting. Notice of a special meeting may be waived in writing before or after the time of the meeting. The waiver must be signed by the director entitled to the notice and filed with the minutes of the meeting. Attendance at or participation in a meeting waives any required notice of the meeting, unless at the beginning of the meeting (or promptly upon the director's arrival) the director objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Section 3.7. Quorum. A quorum for the transaction of business at any meeting of the Board of Directors consists of a majority of the number of directors specified in Section 3.2. If a quorum is present when a vote is taken, action on a matter is approved if the action receives the affirmative vote of a majority of the directors present.

Section 3.8. Action by Consent. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if the action is taken by all directors then in office. The action must be evidenced by one or more written consents describing the action taken, signed by each director, and included in the minutes. Action of the Board of Directors taken by consent is effective when the last director signs the consent, unless the consent specifies a prior or subsequent effective date.

Section 3.9. Committees. The Board of Directors may create one or more committees and appoint members of the Board of Directors to serve on them. Each committee may have one or more members, who serve at the pleasure of the Board of Directors. The creation of a committee and appointment of members to it must be approved by the greater of (i) a majority of all the directors in office when the action is taken, or (ii) the number of directors required under Section 3.7 to take action. All rules applicable to action by the Board of Directors apply to committees and their members. The Board of Directors may specify the authority that a committee may exercise; however, a committee may not (a) authorize distributions, except a committee may authorize or approve a reacquisition of shares if done according to a formula or method prescribed by the Board of Directors, (b) approve or propose to shareholders action that

must be approved by shareholders, (c) fill vacancies on the Board of Directors or on any of its committees, (d) amend the Articles of Incorporation, (e) adopt, amend, or repeal these Bylaws, (f) approve a plan of merger not requiring shareholder approval, or (g) authorize or approve the issuance or sale or a contract for the sale of shares, or determine the designation and relative rights, preferences, and limitations of a class or series of shares, except the Board of Directors may authorize a committee to so act within limits prescribed by the Board of Directors.

Section 3.10. Presence. The Board of Directors may permit any or all directors to participate in any annual, regular, or special meeting by any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director so participating is deemed to be present in person at the meeting.

Section 3.11. Compensation. Each director shall receive such compensation for service as a director as may be fixed by the Board of Directors.

ARTICLE IV

Officers

Section 4.1. Officers. The Corporation shall have a President, a Secretary, a Treasurer, and such assistant officers as the Board of Directors or the President designates. The same individual may simultaneously hold more than one office.

Section 4.2. Terms of Office. Officers are elected at each annual meeting of the Board of Directors and serve for a term expiring at the following annual meeting of the Board of Directors. An officer who has been removed pursuant to Section 4 ceases to serve as an officer immediately upon removal; otherwise, an officer whose term has expired continues to serve until a successor is elected and qualifies.

Section 4.3. Vacancies. If a vacancy occurs among the officers, the Board of Directors may fill the vacancy. Any officer elected to fill a vacancy holds office until the next annual meeting of the Board of Directors and until a successor is elected and qualifies.

Section 4.4. Removal. Any officer may be removed by the Board of Directors at any time with or without cause.

Section 4.5. Compensation. Each officer shall receive such compensation for service in office as may be fixed by the Board of Directors.

Section 4.6. President. The President is responsible for managing and supervising the affairs and personnel of the Corporation, subject to the general control of the Board of Directors. The President presides at all meetings of shareholders and directors. The President, or proxies appointed by the President, may vote shares of other corporations owned by the Corporation. The President has authority to execute powers of attorney appointing other corporations, partnerships, or individuals as the agents of the Corporation, subject to law, the Articles of Incorporation, and these Bylaws. The President has such other powers and duties as the Board of Directors may from time to time prescribe.

Section 4.7. Secretary. The Secretary is responsible for (a) attending all meetings of the shareholders and the Board of Directors, (b) preparing true and complete minutes of the proceedings of all meetings of the shareholders, the Board of Directors, and all committees of the Board of Directors, (c) maintaining and safeguarding the books (except books of account) and records of the Corporation, and (d) authenticating the records of the Corporation. If required, the Secretary attests the execution of deeds, leases, agreements, powers of attorney, certificates representing shares of the Corporation, and other official documents by the Corporation. The Secretary serves all notices of the Corporation required by law, the Board of Directors, or these Bylaws. The Secretary has such other duties as the Board of Directors may from time to time prescribe.

Section 4.8. Treasurer. The Treasurer is responsible for (a) keeping correct and complete books of account which show accurately at all times the financial condition of the Corporation, (b) safeguarding all funds, notes, securities, and other valuables which may from time to time come into the possession of the Corporation, and (c) depositing all funds of the Corporation with such depositories as the Board of Directors shall designate. The Treasurer shall furnish at meetings of the Board of Directors, or when otherwise requested, a statement of the financial condition of the Corporation. The Treasurer has such other duties as the Board of Directors may from time to time prescribe.

Section 4.9. Assistant Officers. The Board of Directors or the President may from time to time designate and elect assistant officers who shall have such powers and duties as the officers whom they are elected to assist specify and delegate to them, and such other powers and duties as the Board of Directors or the President may from time to time prescribe. An Assistant Secretary may, during the absence or disability of the Secretary, discharge all responsibilities imposed upon the Secretary of the Corporation, including, without limitation, attest the execution of all documents by the Corporation.

ARTICLE V

Indemnification

Section 5.1. Definitions. Terms defined in chapter 37 of the Indiana Business Corporation Law (Ind. Code §§ 23-1-37-1, et seq.) which are used in this Article V as they have in such Chapter of the Indiana Business Corporation Law.

Section 5.2. Indemnification of Directors and Officers. The Corporation shall indemnify any person made or threatened to be made a party to any action, suit, or proceeding, whether civil or criminal, administrative or investigative, and whether formal or informal, by reason of the fact that he or she, his or her testator, or his or her intestate is or was a director or officer of the Corporation or of any corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise, whether or not for profit, which he or she served as such at the request of the Corporation (any such person made or threatened to be made such a party is hereinafter termed a “Qualifying Person”), against liability and the reasonable expenses, including attorneys’ fees, actually incurred by him or her in connection with such action, suit, or proceeding, or in connection with any appeal therein, if: (i) his or her conduct was in good faith; (ii) he or she reasonably believed (a) in the case of conduct in his or

her official capacity with the Corporation, that his or her conduct was in the Corporation's best interests, and (b) in all other cases, that his or her conduct was at least not opposed to the Corporation's best interests; and (iii) in the case of any criminal proceeding, he or she (a) had reasonable cause to believe his or her conduct was lawful, or (b) had no reasonable cause to believe his or her conduct was unlawful.

Section 5.3. Other Employees Or Agents of the Corporation. The Corporation may, in the discretion of the Board of Directors, fully or partially provide the same rights of indemnification and reimbursement as hereinabove provided for directors and officers of the Corporation to other individuals who are or were employees or agents of the Corporation or who are or were serving at the request of the Corporation as employees or agents of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other entity whether or not for profit.

Section 5.4. Non-Exclusive Provision. The indemnification authorized under this Article V is in addition to all rights to indemnification granted by Chapter 37 of the Indiana Business Corporation Law (Ind. Code. §§ 23-1-37-1, et seq.) and in no way limits the indemnification provisions of such Chapter.

Section 5.5. Insurance. The Corporation may purchase and maintain insurance on behalf of an individual:

(a) who is a director, officer, employee, or agent of the Corporation, or

(b) who, while a director, officer, employee, or agent of the Corporation, serves at the Corporation's request as a director, officer, partner, trustee, employee or agent of another domestic or foreign corporation, partnership, joint venture, trust, employee benefit plan, or other entity

against liability asserted against or incurred by him or her in that capacity or arising from his or her status as a director, officer, employee, or agent, whether or not the Corporation would have power to indemnify or advance expenses to him or her against the same liability under these Bylaws or the Code.

Section 5.6. Witness Fees. Nothing in these Bylaws shall limit the Corporation's power to pay or reimburse expenses incurred by a director or officer in connection with his or her appearance as a witness in a proceeding at a time when he or she is not a party.

Section 5.7. Report to Shareholders. To the extent and in the manner required by the Code from time to time, if the Corporation indemnifies or advances expenses to a director or officer in connection with a proceeding by or in the right of the Corporation, the Corporation shall report the indemnification or advance to the shareholders.

Section 5.8. Effect of Amendments. No amendment, modification, or rescission of these Bylaws, or any provision of the Bylaws, the effect of which would diminish the rights to indemnification or advancement of expenses as set forth herein shall be effective as to any person with respect to any action taken or omitted by such person prior to such amendment, modification or rescission.

ARTICLE VI

Miscellaneous

Section 6.1. Records. The Corporation shall keep as permanent records minutes of all meetings of the shareholders, the Board of Directors, and all committees of the Board of Directors, and a record of all actions taken without a meeting by the shareholders, the Board of Directors, and all committees of the Board of Directors. The Corporation or its agent shall maintain a record of the shareholders in a form that permits preparation of a list of the names and addresses of all shareholders, in alphabetical order showing the number of shares held by each. The Corporation shall maintain its records in written form or in a form capable of conversion into written form within a reasonable time. The Corporation shall keep a copy of the following records: (a) the Articles of Incorporation then currently in effect, including all amendments, (b) the Bylaws then currently in effect, including all amendments, (c) all resolutions adopted by the Board of Directors, (d) minutes of all shareholders' meetings, and records of all actions taken by shareholders without a meeting, for the past three (3) years, (e) all written communications to shareholders generally during the past three (3) years, including annual financial statements furnished upon request of the shareholders, (f) a list of the names and business addresses of the current directors and officers, and (g) the most recent annual report filed with the Indiana Secretary of State.

Section 6.2. Execution of Contracts and Other Documents. Unless otherwise authorized or directed by the Board of Directors, all written contracts and other documents entered into by the Corporation shall be executed on behalf of the Corporation by the Secretary or President.

Section 6.3. Accounting Year. The accounting year of the Corporation begins on January lst of each year and ends on the December 31st immediately following.

Section 6.4. Corporate Seal. The Corporation has no seal.

ARTICLE VII

Amendment

These Bylaws may be amended or repealed only by the Board of Directors. The affirmative vote of a majority of all the directors is necessary to amend or repeal these Bylaws.

Dated: July 10, 2007

The Indiana Secretary of State filing office certifies that this copy is on file in this office.

State of Indiana
Office of the Secretary of State

CERTIFICATE OF INCORPORATION

of

RTC RESOURCE ACQUISITION CORPORATION

I, TODD ROKITA, Secretary of State of Indiana, hereby certify that Articles of Incorporation of the above For-Profit Domestic Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Corporation Law.

NOW, THEREFORE, with this document I certify that said transaction will become effective Thursday, February 13, 2003.

In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, February 13, 2003.

/s/ Todd Rokita

TODD ROKITA,
SECRETARY OF STATE

[SEAL]

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Certification Number: 2011100437206

2003021400192

ARTICLES OF INCORPORATION
OF
RTC RESOURCE ACQUISITION CORPORATION

ARTICLE ONE
Name, Duration, and Character of Business

The name of the corporation is RTC Resource Acquisition Corporation (hereinafter referred to as the "Corporation"). The duration of the Corporation shall be perpetual. The purpose for which the Corporation is organized is to provide behavioral healthcare and educational services and to transact any and all lawful business for which corporations may be incorporated under the laws of the State of Indiana, as may be amended from time to time.

ARTICLE TWO
Authorized Shares

The Corporation shall have authority to be exercised by the Board of Directors to issue not more than five hundred thousand (500,000) shares of capital stock, with no par value, all of which shall be designated "Common Stock." The Common Stock shall have unlimited voting rights and shall be entitled to receive the net assets of the Corporation upon dissolution.

ARTICLE THREE
Registered Office and Agent

The registered office of the Corporation, at the time of this filing, is located at 36 South Pennsylvania Street, Indianapolis, Indiana 46204. The registered agent of the Corporation at its registered office, at the time of this filing, is CT Corporation System.

ARTICLE FOUR
Incorporator

The name and address of the incorporator is as follows: John Little, 1705 Capital of Texas Highway South, Fifth Floor, Austin, Texas 78746.

ARTICLE FIVE
Principal Office

The mailing address of the principal office of the Corporation, at the time of this filing, is 1404 South State Avenue, Indianapolis, Indiana 46203.

ARTICLE SIX
Limitation of Liability

6.1 Limitation of Liability. No person shall be liable to the Corporation for any loss or damage suffered by the Corporation because of any action taken or not taken by such person in his or her capacity as a member of the Board of Directors of the Corporation in good faith and in reliance upon (1) financial statements of the Corporation represented to such person to be correct by the chief executive officer or the chief financial officer of the Corporation, (2) financial statements of the Corporation certified by independent public accountants or independent certified public accountants fairly to present the financial condition of the Corporation in accordance with generally accepted accounting principles, (3) opinions of legal counsel to the Corporation, or (4) opinions of any engineers, appraisers or other experts whose professions give authority to the opinions so expressed by them. This section shall not be construed to subject any such person to liability to the Corporation for loss or damage suffered by the Corporation because of any other action taken or not taken by such person for which such person would not otherwise be liable to the Corporation under applicable common and statutory law.

6.2 Future Modification. Any repeal or modification of the provisions of this Article by the shareholders of the Corporation shall be prospective only, and shall not adversely affect any limitation on the liability of a director of the Corporation with respect to any act or omission prior to the effective date of such repeal or modification.

ARTICLE SEVEN
Indemnification

7.1 Definitions. Terms defined in Chapter 37 of the Indiana Business Corporation Law (Ind. Code §§ 23-1-37-1, et seq.) which are used in this Article 7 shall have the same definitions for purposes of this Article 7 as they have in such chapter of the Indiana Business Corporation Law.

7.2 Indemnification of Directors and Officers. The Corporation shall indemnify any person made or threatened to be made a party to any action, suit, or proceeding, whether civil or criminal, administrative or investigative, and whether formal or informal, by reason of the fact that he or she, his or her testator, or his or her intestate is or was a director or officer of the Corporation or of any corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise, whether or not for profit, which he or she served as such at the request of the Corporation (any such person made or threatened to be made such a party is hereinafter termed a "Qualifying Person"), against liability and the reasonable expenses, including attorneys' fees, actually incurred by him or her in connection with such action, suit, or proceeding, or in connection with any appeal therein, if: (i) his or her conduct was in good faith; (ii) he or she reasonably believed (a) in the case of conduct in his or her official capacity with the Corporation, that his or her conduct was in the Corporation's best interests, and (b) in all other cases, that his or her conduct was at least not opposed to the Corporation's best interests; and (iii) in the case of any criminal proceeding, he or she (a) had reasonable cause to believe his or her conduct was lawful, or (b) had no reasonable cause to believe his or her conduct was unlawful.

The Corporation shall pay for or reimburse the reasonable expenses incurred by a Qualifying Person in advance of final disposition of any such action, suit, or proceeding if the following occur: (i) the Qualifying Person furnishes to the Corporation a written affirmation of

his or her good faith belief that he or she has met the standard of conduct necessary for indemnification described in this Section 7.2 (the "Standard"); (ii) he or she furnishes the Corporation a written undertaking executed by him or her to repay any such advance if it is ultimately determined that he or she did not meet the Standard; and (iii) a determination is made that the facts then known to those making the determination would not preclude indemnification under this Section 7.2.

7.3 Other Employees or Agents of the Corporation. The Corporation may, in the discretion of the Board of Directors, fully or partially provide the same rights of indemnification and reimbursement as hereinabove provided for directors and officers of the Corporation to other individuals who are or were employees or agents of the Corporation or who are or were serving at the request of the Corporation as employees or agents of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other entity whether or not for profit.

7.4 Non-Exclusive Provision. The indemnification authorized under this Article 7 is in addition to all rights to indemnification granted by Chapter 37 of the Indiana Business Corporation Law (Ind. Code §§ 23-1-37-1, et seq.) and in no way limits the indemnification provisions of such Chapter.

ARTICLE EIGHT
Constituency Considerations

In discharging the duties of their respective positions and in determining what is believed to be in the best interests of the Corporation, the Board of Directors, committees of the Board of Directors, and individual directors, in addition to considering the effects of any action on the Corporation or its shareholders, may consider the interests of the employees, customers.

suppliers, and creditors of the Corporation and its subsidiaries, the communities in which offices or other establishments of the Corporation and its subsidiaries are located, and all other factors such directors consider pertinent; provided, however, that this Article shall be deemed solely to grant discretionary authority to the directors and shall not be deemed to provide to any constituency any right to be considered.

ARTICLE NINE
Board of Directors

The Board of Directors, at the lime of this filing, consists of one member whose name and address is as follows: Kevin P. Sheehan, 1705 Capital of Texas Highway South, Fifth Floor, Austin, Texas 78746, who shall serve until a successor is duly elected and qualified.

ARTICLE TEN
Shareholder Action

Meetings of the shareholders of the Corporation shall be held at such place within or without the State of Indiana, as may be specified in the respective notices of such meeting. Any action which may be taken at a meeting of the shareholders may be taken without a meeting if, prior to such action, a consent in writing setting forth the action so taken shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof, in accordance with Indiana Code § 23-1-29-4, as amended, and such written consent is filed with the minutes of the proceedings of the shareholders.

The Indiana Secretary of State filing office certifies that this copy is on file in this office.

IN WITNESS WHEREOF, the undersigned, being the incorporator of the Corporation executes these Articles of Incorporation and verifies, subject to penalties for perjury, that the statements contained herein are true, this 13th day of February, 2003.

INCORPORATOR

/s/ John Little
John Little

Certification Number: 2011100437206

The Indiana Secretary of State filing office certifies that this copy is on file in this office.

State of Indiana
Office of the Secretary of State

CERTIFICATE OF ASSUMED BUSINESS NAME

of

RTC RESOURCE ACQUISITION CORPORATION

I, TODD ROKITA, Secretary of State of Indiana, hereby certify that Certificate of Assumed Business Name of the above For-Profit Domestic Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Corporation Law.

Following said transaction the entity named above will be doing business under the assumed business name(s) of:

YFCS RES
RESOURCE TREATMENT FACILITY
RTC RESOURCE

NOW, THEREFORE, with this document I certify that said transaction will become effective Thursday, May 15, 2003.

In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, May 15, 2003.

[SEAL]

/s/ Todd Rokita
TODD ROKITA,
SECRETARY OF STATE

2003021400192/2003051624663

Certification Number: 2011100437206

The Indiana Secretary of State filing office certifies that this copy is on file in this office.

2003021400192

[SEAL]

CERTIFICATE OF ASSUMED BUSINESS NAME
(All Corporations)
State Form 30353 (R10 / 1-02)
State Board of Accounts Approved 2002

[Illegible]

Indiana Code 23-15-1-1. *et seq*

INSTRUCTIONS:

1. *This certificate must also be recorded in the office of County Recorder of each county in which a place of business or office is located.*
2. *FEES ARE PER CERTIFICATE. Please make check or money order payable to Indiana Secretary of State.*

FILING FEES PER CERTIFICATE:

For-Profit Corporation, Limited Liability Company, Limited Partnership	**$30.00**
Not-For-Profit Corporation	**$26.00**

Please TYPE or PRINT.

1. Name of Corporation, LLC or LP

RTC Resource Acquisition Corporation

2. Date of incorporation / admission / organization
2/13/03

3. Address at which the Corporation, LLC, LP will do business or have an office in Indiana, if no office in Indiana, then state current registered address *(street address)*

1404 South State Avenue
City, state and zip code

Indianapolis, Indiana 46203

4. Assumed business name(s)

YFCS Res; Resource Treatment Facility; RTC Resource

5. Principal office address of the Corporation, LLC, LP *(street address)*

1404 South State Avenue
City, state and ZIP code

Indianapolis, Indiana 46203

6. Signature of officer or other authorized party

/s/ J. Mack Nunn

7. Printed name and title

J. Mack Nunn, Treasurer

This instrument was prepared by: Hall, Render et al., 2000 One American Square, Indianapolis, IN 46282

Certification Number: 2011100437206

Exhibit 3.92

RTC RESOURCE ACQUISITION CORPORATION

BYLAWS

Adopted as of March 31, 2003

Corporate Bylaws

Article I. Definitions

1.01 Code

The Code means the applicable titles, parts, chapters, sections, and other divisions of the Indiana Business Corporation Law, Indiana Code § 23-1-17-1 et seq., governing the formation and operation of corporations in the State of Indiana.

1.02 Record Date

Record Date means the date established under the Code on which the Corporation determines the identity of its shareholders and their shareholdings. Such determination shall be made as of the close of business on the Record Date unless another time for doing so is specified when the Record Date is fixed.

1.03 Voting Group

Voting Group means all shares of one or more classes or series that under the articles of incorporation or the Code are entitled to vote and be counted together collectively on a matter at a meeting of the shareholders. All shares entitled by the articles of incorporation or the Code to vote generally on the matter are for that purpose a single Voting Group.

1.04 Corporation

Corporation means RTC Resource Acquisition Corporation, and includes any domestic or foreign predecessor entity of the Corporation in a merger or other transaction in which the predecessor's existence ceased upon consummation of the transaction.

Article II. Offices and Agents

2.01 Registered Office and Agent

The Corporation shall maintain a registered office and have a registered agent, whose business office address is identical to that of the registered office, in the State of Indiana and in each state in which the Corporation is qualified to do business.

2.02 Other Offices

In addition to its registered office, the Corporation may have offices at any other place or places, within or without the State of Indiana, as the Board of Directors may

from time to time select or as the business of the Corporation may require or make desirable.

Article III. Meetings of the Shareholders

3.01 Annual Meetings

An annual meeting of the shareholders shall be held for the election of directors at such date, time, and place, either within or without the State of Indiana, as may be designated by resolution of the Board of Directors from time to time. Such resolution shall designate the date, time, and place of the meeting. Any other proper business may be transacted at the annual meeting. If an annual meeting is not held as provided in this Section 3.01, any business, including the election of directors, that might properly have been acted upon at that meeting may be acted upon at a special meeting in lieu of the annual meeting held pursuant to these bylaws or held pursuant to a court order.

3.02 Special Meetings

Special meetings of the shareholders may be called for any purpose or purposes at any time by the Board of Directors, or by the President of the Corporation, or by a Committee of the Board of Directors that has been duly designated and authorized by resolution of the Board of Directors to call such meetings. In addition, the Board of Directors shall call such a meeting upon the written request of shareholders holding at least twenty percent (20%) of all the votes entitled to be cast on the issue or issues proposed to be considered at the requested special meeting.

3.03 Quorum

With respect to shares entitled to vote as a separate Voting Group on a matter at a meeting of shareholders, the presence, in person or by proxy, of a majority of the votes entitled to be cast on the matter by the Voting Group shall constitute a quorum of that Voting Group for action on that matter unless the articles of incorporation or the Code provide otherwise. Once a share is represented for any purpose at a meeting, other than solely to object to holding the meeting or to transacting business at the meeting, it is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of the meeting unless a new Record Date is or must be set for the adjourned meeting pursuant to Section 1.02, governing the fixing of the Record Date with regard to shareholder action.

3.04 Adjournment and Reconvention

Whether or not a quorum is present to organize a meeting, any meeting of shareholders may be adjourned by the holders of a majority of the voting shares represented at the meeting to reconvene at a specific time and place, but no later than

120 days after the date fixed for the original meeting unless the requirements of the Code concerning the selection of a new Record Date have been met. At any reconvened meeting within that time period, any business may be transacted that could have been transacted at the meeting that was adjourned.

3.05 Presiding Officer

The President shall serve as the Presiding Officer of every meeting of shareholders unless another person is elected by the shareholders to serve as Presiding Officer at the meeting. The Presiding Officer shall appoint any persons he deems required to assist with the meeting.

3.06 Vote Required for Action

If a quorum exists, action on a matter (other than the election of directors) by a voting group is approved if the votes cast within the voting group favoring the action exceed the votes cast opposing the action, unless the articles of incorporation, provisions of these bylaws validly adopted by the shareholders, or the Code requires a greater number of affirmative votes. If the articles of incorporation or the Code provide for voting by two or more Voting Groups on a matter, action on that matter is taken only when voted upon by each of those Voting Groups counted separately. Action may be taken by one Voting Group on a matter even though no action is taken by another Voting Group entitled to vote on the matter. With regard to the election of directors, unless otherwise provided in the articles of incorporation, if a quorum exists, action on the election of directors is taken by a plurality of the votes cast by the shares entitled to vote in the election.

3.07 Shares Held by Another Corporation

Shares standing in the name of another corporation, domestic or foreign, may be voted by such officer, agent, or proxy as the bylaws of such other corporation may prescribe, or, in the absence of such a provision, as the board of directors of such other corporation may determine.

3.08 Method of Voting Shares

Unless the articles of incorporation or the Code provide otherwise, each outstanding share having voting rights shall be entitled to one vote on each matter submitted to a vote at a meeting of the shareholders. Voting on all matters shall be by voice vote or by show of hands unless any qualified voter, prior to the voting on any matter, demands vote by ballot, in which case each ballot shall state the name of the shareholder voting and the number of shares voted by him, and if the ballot be cast by proxy, it shall also state the name of the proxy.

3.09 Proxies

A shareholder entitled to vote on a matter may vote in person or by proxy pursuant to an appointment of proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact. An appointment of proxy shall be valid for only one meeting to be specified therein, and any adjournments of such meeting, but shall not be valid for more than eleven months unless expressly provided therein. Appointments of proxy shall be dated and filed with the records of the meeting to which they relate. If the validity of any appointment of proxy is questioned, it must be submitted to the secretary of the meeting of shareholders for examination or to a proxy officer or committee appointed by the meeting's presiding officer. The secretary of the meeting or, if appointed, the proxy officer or committee, shall determine the validity or invalidity of any appointment of proxy submitted for examination. Reference in the minutes of the meeting by the secretary or, if appointed, the proxy officer or committee, as to the regularity of an appointment of proxy shall be received as prima facie evidence of the facts stated for the purpose of establishing the presence of a quorum at the meeting and for all other purposes.

3.10 Action Without a Meeting

Any action required or permitted to be taken at a meeting of the shareholders, may be taken without a meeting if the action is taken by all shareholders entitled to vote on the action. The action without a meeting must be evidenced by one or more written consents describing the action taken, signed by all the shareholders entitled to take action without a meeting, and delivered to the Corporation for inclusion in the minutes or filing with the records of the Corporation. The Corporation shall give written notice of actions so taken.

3.11 Notice

Unless waived as contemplated in these bylaws, a notice of each meeting of shareholders, stating the date, time, and place of the meeting shall be given not less than ten (10) days nor more than sixty (60) days before the date thereof, to each shareholder entitled to vote at that meeting. In the case of an annual meeting, the notice need not state the purpose or purposes of the meeting unless the articles of incorporation or the Code require otherwise. In the case of a special meeting, including a special meeting in lieu of an annual meeting, the notice of meeting shall state the purpose or purposes for which the meeting is called.

Article IV. Board of Directors

4.01 Powers

All corporate powers, which are lawful and do not violate any legal agreement among shareholders and which are not prohibited by the articles of incorporation or these bylaws, shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed under, the direction of the Board of Directors. The Board of Directors may, by resolution, vote any shares of stock owned by the Corporation. Also, the Board of Directors from time to time in its discretion may authorize or declare distributions or share dividends in accordance with the Code.

4.02 Number

The number and composition of the Corporation's Board of Directors shall initially be that which is specified in the articles of incorporation. If the articles of incorporation do not specify the number and composition of the Board of Directors, then the Board of Directors shall consist of one member, the President of the Corporation. Thereafter, the number and composition of the Board of Directors may be changed from time to time by an action of the shareholders.

4.03 Election

Except as provided for in Section 4.06, addressing vacancies in the Board of Directors, the directors shall be elected by a vote of the shareholders at each annual meeting of shareholders or special meeting in lieu of the annual meeting.

4.04 Term of Office

Except in the case of death, written resignation, retirement, disqualification, or removal, each director shall serve until the next succeeding annual meeting or special meeting in lieu of an annual meeting and thereafter until his successor is elected and qualifies or until the number of directors is decreased.

4.05 Removal

One or more directors may be removed from office with or without cause by the shareholders by a majority of the votes entitled to be cast. If the director was elected by a Voting Group, only the shareholders of that Voting Group may participate in the vote to remove him. Removal action may be taken at any meeting of shareholders with respect to which the notice stated that the purpose, or one of the purposes, of the meeting is removal of the director, and a removed director's successor may be elected at the same meeting.

4.06 Vacancies

A vacancy occurring in the Board of Directors, other than by reason of an increase in the number of directors, shall be filled for the unexpired term by the first to take action of (a) the shareholders or (b) the Board of Directors, and if the directors remaining in office constitute fewer than a quorum of the Board of Directors, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office. If the vacant office was held by a director elected by a Voting Group, only the holders of shares of that Voting Group or the remaining directors elected by that Voting Group are entitled to vote to fill the vacancy. A vacancy occurring in the Board of Directors by reason of an increase in the number of directors shall be filled in like manner as any other vacancy, but, if filled by action of the Board of Directors, shall only be for a term of office continuing until the next election of directors by the shareholders and until the election and qualification of a successor.

4.07 Committees

The Board of Directors, by resolution, may designate from among its members an executive committee and one or more other committees, each consisting of one or more directors all of whom serve at the pleasure of the Board of Directors. Except as limited by the Code, each committee shall have the authority set forth in the resolution establishing the committee. The provisions of these bylaws as to the Board of Directors and its deliberations shall be applicable to any committee of the Board of Directors. All decisions and actions of any committee created by these bylaws or resulting from the authority granted by these bylaws, shall be subject to the discretionary review and approval of the Board of Directors.

4.08 Compensation

Unless the articles of incorporation provide otherwise, the Board of Directors may determine from time to time the compensation, if any, directors may receive for their services as directors. A director may also serve the Corporation in a capacity other than that of director and receive compensation, as determined by the Board of Directors, for services rendered in such other capacity.

Article V. Meetings of the Board of Directors

5.01 Regular Meetings

Regular meetings of the Board of Directors shall be held immediately after the annual meeting of shareholders or a special meeting in lieu of the annual meeting. In addition, the Board of Directors may schedule other meetings to occur at regular intervals throughout the year.

5.02 Special Meetings

Special meetings of the Board of Directors may be called by or at the request of the President of the Corporation, by the sole director of the Board of Directors or, if the Board consists of more than one director, by any two directors in office at that time.

5.03 Quorums

Unless a greater number is required by the articles of incorporation, these bylaws, or the Code, a quorum of the Board of Directors consists of a majority of the total number of directors.

5.04 Adjournments

Whether or not a quorum is present to organize a meeting, any meeting of directors (including an adjourned meeting) may be adjourned by a majority of the directors present to reconvene at a specific time and place. At any reconvened meeting, any business may be transacted that could have been transacted at the meeting that was adjourned. It shall not be necessary to give any notice of the reconvened meeting or of the business to be transacted, if the date, time and place of the reconvened meeting are announced at the meeting that was adjourned.

5.05 Action Without a Meeting

Unless the Code, the articles of incorporation, or these bylaws provide otherwise, any action required or permitted to be taken at any meeting of the Board of Directors, or any action that may be taken at a meeting of an authorized committee of the Board of Directors, may be taken without a meeting if the action is taken by all the members of the Board of Directors (or of the committee, as the case may be). The action must be evidenced by one or more written consents describing the action taken, signed by each director (or each director serving on the committee, as the case may be), and delivered to the Corporation for inclusion in the minutes or filing with the records of the Corporation.

5.06 Meetings by Telephone

Any or all directors may participate in a meeting of the Board of Directors, and members of an authorized committee of the Board of Directors may participate in a meeting of the committee (as the case may be), through the use of any means of communication by which all directors participating may simultaneously hear each other during the meeting.

5.07 Place of Meetings

Directors may hold their meetings at any place within or without the State of Indiana, as the Board of Directors may from time to time establish for regular meetings or as set forth in the notice of special meetings or, in the event of a meeting held pursuant to waiver of notice, as set forth in the waiver.

5.08 Notice of Meetings

No notice shall be required for any regularly scheduled meeting of the directors. Unless waived as contemplated in these bylaws, each director shall be given at least five day's notice of each special meeting stating the date, time, and place of the meeting. It is not required that the purpose of a directors' meeting be stated in any notice of such a meeting, whether the meeting is a regular or a special meeting.

5.09 Vote Required for Action

If a quorum is present when a vote is taken, the affirmative vote of a majority of directors present is the act of the Board of Directors unless the Code, the articles of incorporation, or these bylaws require the vote of a greater number of directors.

A director who is present at a meeting of the Board of Directors, or an authorized committee of the Board of Directors, when corporate action is taken is deemed to have assented to the action taken unless:

(i) he objects at the beginning of the meeting (or promptly upon his arrival) to holding the meeting or to transacting business at the meeting,

(ii) his dissent or abstention from the action taken is entered in the minutes of the meeting, or

(iii) he delivers written notice of his dissent or abstention to the presiding officer of the meeting before its adjournment or to the Corporation immediately after adjournment of the meeting.

The right of dissent or abstention is not available to a director who votes in favor of the action taken.

Article VI. Shareholder and Director Notices

6.1 Delivery of Notice

Whenever these bylaws require notice to be given to any shareholder or director, the notice shall be given in accordance with this Section 6.1. Notice under these bylaws shall be in writing unless oral notice is reasonable under the circumstances. Any notice to directors may be written or oral. Notice may be communicated in person, by telephone, telegraph, teletype, other form of wire or wireless communication, or by mail or private carrier. If these forms of personal notice are impracticable, notice may be communicated by a newspaper of general circulation in the area where published, or by radio, television, or other form of public broadcast communication. Written notice to the shareholders, if in a comprehensible form, is effective when mailed, if mailed with first-class postage prepaid and correctly addressed to the shareholder's address shown in the Corporation's current record of shareholders.

6.2 When Effective

Except as otherwise provided in this Section 6.2, written notice, if in a comprehensible form, is effective at the earliest of the following:

(i) when received or when delivered, properly addressed, to the addressee's last known principal place of business or residence;

(ii) five days after deposit in the mail, as evidenced by the postmark, if mailed with first-class postage prepaid and correctly addressed, or

(iii) on the date shown on the return receipt, if sent by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee.

Oral notice is effective when communicated if communicated in a comprehensible manner.

In calculating time periods for notice, when a period of time measured in days, weeks, months, years, or other measurement of time is prescribed for the exercise of any privilege or the discharge of any duty, the first day shall not be counted but the last day shall be counted.

6.3 Waiver

A shareholder or director may waive any notice before or after the date and time stated in the notice. Except as provided in this Section 6.3, the waiver must be in writing, be signed by the shareholder or director entitled to the notice, and be delivered

to the Corporation for inclusion in the minutes or filing with the records of the Corporation.

A shareholder's attendance at a meeting (i) waives objection to lack of notice or defective notice of the meeting, unless the shareholder at the beginning of the meeting objects to holding the meeting or transacting business at the meeting; and (ii) waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the shareholder objects to considering the matter when it is presented.

A director's attendance at or participation in a meeting waives any required notice to him of the meeting unless the director at the beginning of the meeting (or promptly upon his arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Unless required by the Code, neither the business transacted nor the purpose of the meeting need be specified in the waiver.

6.4 Notice Following Adjournment

If notice of an adjourned meeting of the shareholders or of the directors was properly given, it shall not be necessary to give any notice of the reconvened meeting or of the business to be transacted, if the date, time and place of the reconvened meeting are announced at the meeting that was adjourned and before adjournment; provided, however, that if a new record date of shares is or must be fixed, notice of the reconvened meeting must be given to persons who are shareholders as of the new record date.

Article VII. Officers

7.01 Number

The officers of the Corporation shall consist of a Board Chairman, a President, a Secretary, a Treasurer, and any other officers as may be appointed by the Board of Directors or by another duly appointed officer pursuant to these bylaws. The Board of Directors shall from time to time create and establish the duties of the other officers. Any two or more offices may be held by the same person.

7.02 Board Chairman

The Board Chairman shall preside at all meetings of the Board of Directors and shall have authority to execute bonds, mortgages, and other contracts requiring a seal, under the seal of the Corporation; to endorse, when sold, assigned, transferred, or otherwise disposed of by the Corporation, all certificates or shares of stock, bonds, or

other securities issued by other corporations, associations, trusts, whether public or private, or by any government agency thereof, and owned or held by the Corporation, and to make, execute, and deliver all instruments or assignments of transfer of any such stocks, bonds, or other securities. The Board Chairman may, with the approval of the Board of Directors, or shall, at the direction of the Board of Directors, delegate any or all of such duties to the President.

7.03 President

The President shall be the Chief Executive Officer of the Corporation and shall have general supervision of the business of the Corporation. The President shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall perform such other duties as may from time to time be delegated by the Board of Directors. In the absence of the Board Chairman, the President shall have authority to do any and all things delegated to the Board Chairman.

7.04 Vice President

In the absence or disability of the President, or at the direction of the President, the Vice President, if any, shall perform the duties and exercise the powers of the President. If the Corporation has more than one Vice President, the one designated by the Board of Directors shall act in lieu of the President. Vice Presidents shall perform whatever duties and have whatever powers the Board of Directors may from time to time assign.

7.05 Secretary

The Secretary shall be responsible for preparing minutes of the acts and proceedings of all meetings of the shareholders, the Board of Directors, and any Committees thereof. The Secretary shall have authority to give all notices required by the Code or these bylaws. The Secretary shall be responsible for the custody of the corporate books, records, contracts, and other documents. The Secretary may affix the corporate seal to any lawfully executed documents and shall sign any instruments as may require his or her signature. The Secretary shall authenticate records of the Corporation. The Secretary shall perform whatever additional duties and have whatever additional powers the Board of Directors may from time to time assign. In the absence or disability of the Secretary or at the direction of the President, any assistant secretary may perform the duties and exercise the powers of the Secretary.

7.06 Treasurer

The Treasurer shall be responsible for the custody of all funds and securities belonging to the Corporation and for the receipt, deposit, or disbursement of funds and securities under the direction of the Board of Directors. The Treasurer shall cause to be maintained full and true accounts of all receipts and disbursements and shall make

reports of the same to the Board of Directors and the President upon request. The Treasurer shall perform all duties as may be assigned to him from time to time by the Board of Directors.

7.07 Appointment, Term, and Removal

All officers shall be appointed by the Board of Directors or by a duly appointed officer pursuant to these bylaws and shall serve at the pleasure of the Board of Directors or the appointing officers, as the case may be. All officers, however appointed, may be removed with or without cause by the Board of Directors, and any officer appointed by another officer may also be removed by the appointing officer with or without cause.

7.08 Compensation

The compensation of all officers of the Corporation appointed by the Board of Directors shall be fixed by the Board of Directors.

7.09 Bonds

The Board of Directors may, by resolution, require any or all of the officers, agents, or employees of the Corporation to give bonds to the Corporation, with sufficient surety or sureties, conditioned on the faithful performance of the duties of their respective offices or positions, and to comply with any other conditions as from time to time may be required by the Board of Directors.

Article VIII. Indemnification

8.01 Definitions

Terms defined in Chapter 37 of the Indiana Business Corporation Law (Ind. Code §§ 23-1-37-1, et seq.) which are used in this Article 8 shall have the same definitions for purposes of this Article 8 as they have in such chapter of the Indiana Business Corporation Law.

8.02 Indemnification of Directors and Officers

The Corporation shall indemnify any person made or threatened to be made a party to any action, suit, or proceeding, whether civil or criminal, administrative or investigative, and whether formal or informal, by reason of the fact that he or she, his or her testator, or his or her intestate is or was a director or officer of the Corporation or of any corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise, whether or not for profit, which he or she served as such at the request of the Corporation (any such person made or threatened to be

made such a party is hereinafter termed a “Qualifying Person”), against liability and the reasonable expenses, including attorneys’ fees, actually incurred by him or her in connection with such action, suit, or proceeding, or in connection with any appeal therein, if: (i) his or her conduct was in good faith; (ii) he or she reasonably believed (a) in the case of conduct in his or her official capacity with the Corporation, that his or her conduct was in the Corporation’s best interests, and (b) in all other cases, that his or her conduct was at least not opposed to the Corporation’s best interests; and (iii) in the case of any criminal proceeding, he or she (a) had reasonable cause to believe his or her conduct was lawful, or (b) had no reasonable cause to believe his or her conduct was unlawful.

The Corporation shall pay for or reimburse the reasonable expenses incurred by a Qualifying Person in advance of final disposition of any such action, suit, or proceeding if the following occur: (i) the Qualifying Person furnishes to the Corporation a written affirmation of his or her good faith belief that he or she has met the standard of conduct necessary for indemnification described in this Section 8.02 (the “Standard”); (ii) he or she furnishes the Corporation a written undertaking executed by him or her to repay any such advance if it is ultimately determined that he or she did not meet the Standard; and (iii) a determination is made that the facts then known to those making the determination would not preclude indemnification under this Section 8.02.

8.03 Other Employees or Agents of the Corporation

The Corporation may, in the discretion of the Board of Directors, fully or partially provide the same rights of indemnification and reimbursement as hereinabove provided for directors and officers of the Corporation to other individuals who are or were employees or agents of the Corporation or who are or were serving at the request of the Corporation as employees or agents of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other entity whether or not for profit.

8.04 Non-Exclusive Provision

The indemnification authorized under this Article VIII is in addition to all rights to indemnification granted by Chapter 37 of the Indiana Business Corporation Law (Ind. Code §§ 23-1-37-1, et seq.) and in no way limits the indemnification provisions of such Chapter.

8.05 insurance

The Corporation may purchase and maintain insurance on behalf of an individual

(i) who is a director, officer, employee, or agent of the Corporation, or

(ii) who, while a director, officer, employee, or agent of the Corporation, serves at the Corporation's request as a director, officer, partner, trustee, employee or agent of another domestic or foreign corporation, partnership, joint venture, trust, employee benefit plan, or other entity

against liability asserted against or incurred by him or her in that capacity or arising from his or her status as a director, officer, employee, or agent, whether or not the Corporation would have power to indemnify or advance expenses to him or her against the same liability under these bylaws or the Code.

8.06 Witness Fees

Nothing in these bylaws shall limit the Corporation's power to pay or reimburse expenses incurred by a director or officer in connection with his or her appearance as a witness in a proceeding at a time when he or she is not a party.

8.07 Report to Shareholders

To the extent and in the manner required by the Code from time to time, if the Corporation indemnifies or advances expenses to a director or officer in connection with a proceeding by or in the right of the Corporation, the Corporation shall report the indemnification or advance to the shareholders.

8.08 Effect of Amendments

No amendment, modification, or rescission of these bylaws, or any provision of the bylaws, the effect of which would diminish the rights to indemnification or advancement of expenses as set forth herein shall be effective as to any person with respect to any action taken or omitted by such person prior to such amendment, modification or rescission.

Article IX. Stock Certificates

9.01 Authorization and Issuance

In accordance with the Code, the Board of Directors may authorize shares of any class or series provided for in the Corporation's Articles of Incorporation to be issued for any consideration valid under the provisions of the Code. To the extent provided in the Articles of Incorporation, the Board of Directors shall determine the preferences, limitations, and relative rights of the shares.

9.02 Form

The interest of each shareholder in the Corporation shall be evidenced by a certificate or certificates representing shares of the Corporation which shall be in such form as the Board of Directors from time to time may adopt. Share certificates shall be numbered consecutively, shall be in registered form, shall indicate the date of issuance, the name of the Corporation, that it is organized under the laws of the State of Indiana, the name of the shareholder, the number and class of shares, and the designation of the series, if any, represented by the certificate. Each certificate shall be signed by any one of the President, a Vice President, the Secretary, or the Treasurer. The corporate seal need not be affixed.

9.03 Registered Shareholders

Prior to due presentation for transfer of registration of its shares, the Corporation may treat the registered owner of the shares as the person exclusively entitled to vote the shares, to receive any share dividend or distribution with respect to the shares, and for all other purposes. The Corporation shall not be bound to recognize any equitable or other claim to or interest in the shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

9.04 Transfer of Shares

Transfers of shares shall be made upon the transfer books of the Corporation, kept at the principle office of the Corporation (or at the office of the transfer agent designated to transfer the shares, if any) only upon direction of the person named in the certificate, or by his or her attorney lawfully constituted in writing. Before a new certificate is issued, the old certificate shall be surrendered for cancellation or, in the case of a certificate alleged to have been lost, stolen, or destroyed, the requirements of the bylaw governing lost, stolen, or destroyed certificates shall have been met.

9.05 Record Date

For the purpose of determining shareholders entitled to notice of a shareholders' meeting, to demand a special meeting, to vote, or to take any other action, the Board of Directors may fix a future date as the Record Date, which date shall be not more than seventy (70) days prior to the date on which the particular action requiring a determination of shareholders is to be taken. A determination of shareholders entitled to notice of or to vote at a shareholders' meeting is effective for any adjournment of the meeting unless the Board of Directors fixes a new Record Date, which it must do if the meeting is adjourned to a date more than 120 days after the date fixed for the original meeting. If no Record Date is fixed by the Board of Directors, the Record Date shall be determined in accordance with the provisions of the Code.

For the purpose of determining shareholders entitled to a distribution (other than one involving a purchase, redemption, or other reacquisition of the Corporation's shares) or a share dividend, the Board of Directors may fix a date as the Record Date. If no Record Date is fixed by the Board of Directors, the Record Date shall be determined in accordance with the provisions of the Code.

9.06 Lost, Stolen, or Destroyed Certificates

Any person claiming a share certificate to be lost, stolen, or destroyed shall make an affidavit or affirmation of the fact in the manner required by the Board of Directors and, if the Board of Directors requires, shall give the Corporation a bond of indemnity in form and amount, and with one or more sureties satisfactory to the Board of Directors, as the Board of Directors may require, whereupon an appropriate new certificate may be issued in lieu of the one alleged to have been lost, stolen or destroyed.

Article X. Miscellaneous

10.01 Fiscal Year

The fiscal year of the Corporation shall be a twelve-month period, beginning January 1 and ending on December 31 each year, unless the Board of Directors, by resolution, fixes the fiscal year as another time period.

10.02 Corporate Seal

If the Board of Directors determines that there should be a corporate seal for the Corporation, it shall be in the form as the Board of Directors may from time to time determine.

10.03 Corporate Records

The Board of Directors shall have the power to determine which accounts, books, and records of the Corporation shall be opened to the inspection of the shareholders, except those as may by law specifically be made open to inspection. The Board of Directors shall have the power to fix reasonable rules and regulations not in conflict with the applicable law for the inspection of accounts, books, and records which by law or by determination of the Board of Directors shall be open to inspection.

10.04 Annual Financial Statements

In accordance with the Code, the Corporation shall prepare and provide to the shareholders such financial statements as may be required by the Code.

10.05 Contracts

The Board of Directors may authorize any officer or agent to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation and such authority may be general or confined to a specific instance; and unless so authorized by the Board of Directors, no officer, agent or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or render it liable pecuniarily for any purposes or to any amount. However, all contracts and agreements into which the Corporation enters in the ordinary course of business operations may be executed by any officer of the Corporation or by any other employee of the Corporation designated by the President to execute such contracts and agreements. Notwithstanding any other provision of these bylaws, however, the President is hereby given authority to execute all written documents or instruments on behalf of the Corporation.

10.06 Checks and Other Instruments

All checks, drafts, notes, bonds, bills of exchange, and orders for the payment of money shall, unless otherwise directed by the Board of Directors or required by law, be signed by either the President or the Secretary. The Board of Directors may, however, designate one or more officers or employees of the Corporation, other than those named above, who may, in the name of the Corporation, execute drafts, checks, and orders for the payment of money in its behalf.

10.07 Amendments

The Board of Directors shall have the power to alter, amend, or repeal these bylaws or adopt new bylaws, but any bylaws adopted by the Board of Directors may be altered, amended, or repealed, and new bylaws adopted, by the shareholders. The shareholders may prescribe, by expressing in the action they take in adopting or amending any bylaw or bylaws, that the bylaw or bylaws so adopted or amended shall not be altered, amended or repealed by the Board of Directors.

10.08 Conflict with Articles of Incorporation or Law; Severability

In the event that any provision of these bylaws conflicts with any provision of the articles of incorporation, the articles of incorporation shall govern. In the event that any of the provisions of these bylaws (including any provision within a single section, subsection, division or sentence) is held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions of the bylaws shall remain enforceable to the fullest extent permitted by law.

Exhibit 3.93

STATE *of* DELAWARE
CERTIFICATE *of* INCORPORATION
***A* STOCK CORPORATION**

- **First:** The name of this Corporation is Seven Hills Hospital, Inc.
- **Second:** Its registered office in the State of Delaware is to be located at Corporation Trust Center 1209 Orange Street, in the City of Wilmington County of New Castle Zip Code 19801. The registered agent in charge thereof is The Corporation Trust Company
- **Third:** The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.
- **Fourth:** The amount of the total stock of this corporation is authorized to issue is 200,000 shares (number of authorized shares) with a par value of $.01 per share.
- **Fifth:** The name and mailing address of the incorporator are as follows:

  Name Bruce A. Shear

  Mailing Address PHC, Inc. 200 Lake Street, Suite 102
  Peabody, MA Zip Code 01960

- **I, The Undersigned,** for the purpose of forming a corporation under the laws of the State of Delaware, do make, file and record this Certificate, and do certify that the facts herein stated are true, and I have accordingly hereunto set my hand this 9th day of February A.D. 2005.

BY: Bruce A. Shear
(Incorporator)

NAME: Bruce A. Shear
(type or print)

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:30 PM 02/15/2005
FILED 12:30 PM 02/15/2005
SRV 050123625 – 3926685 FILE

Exhibit 3.94

AMENDED AND RESTATED BY-LAWS

OF

SEVEN HILLS HOSPITAL, INC.

(as of November 30, 2011)

ARTICLE I

Stockholders

Section 1. Annual Meeting. The annual meeting of the stockholders shall be held within six months of the end of the corporation's fiscal year as fixed by the board of directors for the purpose of electing directors and for such other purposes as may be determined as hereinafter provided. The hour and place of such meeting and the purposes for which such meeting is to be held in addition to that specified above shall be determined in each year by the board of directors or, in the absence of action by the board, by the president. If no annual meeting has been held in the period fixed above, a special meeting may be held in lieu thereof with all the force and effect of an annual meeting.

Section 2. Special Meetings. Special meetings of the stockholders may be called at any time by the president or by the board of directors and shall be called by the clerk, or in case of the death, absence, incapacity or refusal of the clerk, by any other officer, upon written application of one or more stockholders who hold at least one-tenth part in interest of the capital stock entitled to vote thereat. Such application shall specify the purposes for which the meeting is to be called and may designate the date, hour and place of such meeting, provided, however, that no such application shall designate a date not a full business day or an hour not within normal business hours as the date or hour of such meeting without the approval of the president or the board of directors.

Section 3. Place of Meetings. Meetings of the stockholders may be held anywhere within, but not without, the United States.

Section 4. Notice. Except as hereinafter provided, a written or printed notice of every meeting of stockholders stating the place, date, hour and purposes thereof shall be given by the clerk or an assistant clerk (or by any other officer in the case of an annual meeting or by the person or persons calling the meeting in the case of a special meeting) at least ten (10) days before the meeting to each stockholder entitled to vote thereat and to each stockholder who, by law, by the articles of organization or by these by-laws, is entitled to such notice, by leaving such notice with him or at his residence or usual place of business or by mailing it, postage prepaid, addressed to him at his address as it appears upon the records of the corporation. No notice of the place, date, hour or purposes of any annual or special meeting of stockholders need be given to a stockholder if a written waiver of such

notice, executed before or after the meeting by such stockholder or his attorney thereunto authorized, is filed with the records of the meeting.

Section 5. Action at a Meeting. Except as otherwise provided in the articles of organization, the presence of a quorum shall be separately determined with respect to each matter to be acted on at any meeting of stockholders, and shall consist of the holders of shares having the right to cast a majority of the votes which may be cast with respect to such matter. Though less than a quorum be present, any meeting may without further notice be adjourned to a subsequent date or until a quorum be had, and at any such adjourned meeting any business may be transacted which might have been transacted at the original meeting.

When a quorum is present at any meeting, the affirmative vote of a majority of the shares of stock present or represented and voting shall be necessary and sufficient to the determination of any questions brought before the meeting, unless a larger vote is required by law, by the articles of organization or by these by-laws, provided, however, that any election by stockholders shall be determined by a plurality of the votes cast by the stockholders entitled to vote in such election.

Except as otherwise provided by law or by the articles or organization or by these by-laws, each holder of record of shares of stock entitled to vote on any matter shall have one vote for each such share held of record by him and a proportionate vote for any fractional shares so held by him. Stockholders may vote either in person or by proxy. No proxy dated more than six months before the meeting named therein shall be valid and no proxy shall be valid after the final adjournment of such meeting. A proxy with respect to stock held in the name of two or more persons shall be valid if executed by anyone of them unless at or prior to the exercise of the proxy the corporation receives a specific written notice to the contrary from anyone of them. A proxy purporting to be executed by or on behalf of a stockholder shall be deemed valid unless challenged at or prior to its exercise and the burden of proving its invalidity shall rest on the challenger.

Any election by stockholders and the determination of any other questions to come before a meeting of the stockholders shall be by ballot if so requested by any stockholder entitled to vote thereon but need not be otherwise.

Section 6. Stockholder Proposals. Written notification of any stockholder proposal to be acted upon at an annual meeting of stockholders of the corporation must be provided to the corporation at least 120 calendar days in advance of the date of the corporation’s proxy statement released to stockholders in connection with the previous year’s annual meeting of stockholders. Written notification of any stockholder proposal to be acted upon at any meeting of the stockholders of the corporation other than an annual meeting must be provided to the corporation at least 180 calendar days before the meeting at which such proposal is to be acted upon.

Section 7. Action by Written Consent. Any action required to be taken at any annual or special meeting of stockholders of the corporation, or any action which may be taken at

any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken and bearing the dates of signature of the stockholders who signed the consent or consents, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the corporation by delivery to the corporation's principal place of business, or an officer or agent of the corporation having custody of the book or books in which proceedings of meetings of the stockholders are recorded.

ARTICLE II

Directors

Section 1. Number and Election. Except as otherwise provided by law or by the articles of organization, the number of directors for the ensuing year shall be determined by the board of directors. The number of directors so determined shall be elected at the annual meeting of the stockholders by such stockholders as have the right to vote thereon. The stockholders may, at any special meeting held for the purpose, increase or decrease the number of directors as thus determined and elect new directors to complete the number so determined or remove directors to reduce the number of directors to the number so determined. Except as otherwise provided by law or by the articles of organization, the board of directors may, by vote of a majority of the directors then in office, increase the number of directors determined by the stockholders and elect new directors to complete the number so determined. No director need be a stockholder.

Section 2. Term. Except as otherwise provided by law, by the articles of organization or by these by-laws, the directors shall hold office until the next annual meeting of stockholders and until their successors are chosen and qualified.

Section 3. Resignations. Any director may resign by delivering his written resignation to the corporation at its principal office or to the president or clerk or if there be one, to the secretary. Such resignation shall become effective at the time or upon the happening of the condition, if any, specified therein or, if no such time or condition is specified, upon its receipt.

Section 4. Removal. At any meeting of the stockholders called: for the purpose any director may be removed from office with or without cause by the vote of a majority of the class of shares issued, outstanding and entitled to vote in the election of said director. At any meeting of the board of directors any director may be removed from office for cause by vote of a majority of the directors then in office. A director may be removed for cause only after a reasonable notice and opportunity to be heard before the body proposing to remove him.

Section 5. Vacancies. Vacancies in the board of directors may be filled by vote of a majority of the remaining directors elected by that class of stockholders which elected the

director whose office has been vacated or, if not yet so filled, by majority vote of the class of stockholders which elected the director whose office has been vacated.

Section 6. Regular Meetings. Regular meetings of the board of directors may be held at such times and places within or without the State of Delaware as the board of directors may fix from time to time and, when so fixed, no notice thereof need be given. The first meeting of the board of directors following the annual meeting of the stockholders shall be held without notice immediately after and at the same place as the annual meeting of the stockholders or the special meeting held in lieu thereof. If in any year a meeting of the board of directors is not held at such time and place, any elections to be held or business to be transacted at such meeting may be held or transacted at any later meeting of the board of directors with the same force and effect as if held or transacted at such meeting.

Section 7. Special Meetings. Special meetings of the board of directors may be called at any time by the president or secretary (or, if there be no secretary, the clerk) or by any director. Such special meetings may be held anywhere within or without the State of Delaware. A written, printed or telegraphic notice stating the place, date and hour (but not necessarily the purposes) of the meeting shall be given by the secretary or an assistant secretary (or, if there be no secretary or assistant secretary, the clerk or an assistant clerk) or by the officer or director calling the meeting at least forty-eight (48) hours before such meeting to each director by leaving such notice with him or at his residence or usual place of business or by mailing it, postage prepaid, or sending it by prepaid telegram, addressed to him at his last known address. No notice of the place, date or hour of any meeting of the board of directors need be given to any director if a written waiver of such notice, executed by him before or after the meeting, is filed with the records of the meeting, or to any director who attends the meeting without protesting prior thereto or at its commencement the lack of notice to him.

Section 8. Action at a Meeting. At any meeting of the board of directors, a majority of the directors then in office shall constitute a quorum. Though less than a quorum be present, any meeting may without further notice be adjourned to a subsequent date or until a quorum be had. When a quorum is present at any meeting a majority of the directors present may take any action on behalf of the board except to the extent that a larger number is required by law, by the articles or organization or by these by-laws.

Section 9. Action Without a Meeting. Any action required or permitted to be taken at any meeting of the directors may be taken without a meeting if all the directors consent to the action in writing and the written consents are filed with the records of the meetings of the directors. Such consents shall be treated for all purposes as a vote at a meeting.

Section 10. Powers. The board of directors shall have and may exercise all the powers of the corporation, except such as by law, by the articles of organization or by these by-laws are conferred upon or reserved to the stockholders. In the event of any vacancy in the board of directors, the remaining directors then in office, except as otherwise provided by law, shall have and may exercise all of the powers of the board of directors until the vacancy is filled.

Section 11. Committees. The board of directors may elect from the board an executive committee or one or more other committees and may delegate to any such committee or committees any or all of the powers of the board except those which by law, by the articles of organization or by these by-laws may not be so delegated. Such committees shall serve at the pleasure of the board of directors. Except as the board of directors may otherwise determine, each such committee may make rules for the conduct of its business, but, unless otherwise determined by the board or in such rules, its business shall be conducted as nearly as may be as is provided in these by-laws for the conduct of the business of the board of directors.

Section 12. Meeting by Telecommunications. Members of the board of directors or any committee elected thereby may participate in a meeting of such board of committee by means of a conference telephone or similar communications equipment by means of which all persons participating in a meeting can hear each other at the same time and participation by such means shall constitute presence in person at the meeting.

ARTICLE III

Officers

Section 1. Enumeration. The officers of the corporation shall consist of a president, a treasurer and a clerk and such other officers, including without limitation a chairman of the board of directors, a secretary and one or more vice presidents, assistant treasurers, assistant clerks and assistant secretaries, as the board of directors may from time to time determine.

Section 2. Qualifications. No officer need be a stockholder or a director. The same person may hold at the same time one or more offices unless otherwise provided by law. The clerk shall be a resident of Delaware unless the corporation shall have a resident agent. Any officer may be required by the board of directors to give a bond for the faithful performance of his duties in such form and with such sureties as the board may determine.

Section 3. Elections. The president, treasurer and clerk shall be elected annually by the board of directors at its first meeting following the annual meeting of the stockholders. All other officers shall be chosen or appointed by the board of directors.

Section 4. Term. Except as otherwise provided by law, by the articles of organization or by these by-laws, the president, treasurer and clerk shall hold office until the first meeting of the board of directors following the next annual meeting of the stockholders and until their respective successors are chosen and qualified. All other officers shall hold office until the first meeting of the board of directors following the next annual meeting of the stockholders, unless a shorter time is specified in the vote choosing or appointing such officer or officers.

Section 5. Resignations. Any officer may resign by delivering his written resignation to the corporation at its principal office or to the president or clerk, or, if there be one, to the secretary. Such resignation shall be effective at the time or upon the happening of the condition, if any, specified therein or, if no such time or condition is specified, upon its receipt.

Section 6. Removal. Any officer may be removed from office with or without cause by vote of a majority of the directors then in office. An officer may be removed for cause only after a reasonable notice and opportunity to be heard before the board of directors.

Section 7. Vacancies. Vacancies in any office may be filled by the board of directors.

Section 8. Certain Duties and Powers. The officers designated below, subject at all times to these by-laws and to the direction and control of the board of directors, shall have and may exercise the respective duties and powers set forth below:

The Chairman of the Board of Directors. The chairman of the board of directors, if there be one, shall, when present, preside at all meetings of the board of directors.

The President. The president shall be the chief executive officer of the corporation and shall have general operating charge of its business. Unless otherwise prescribed by the board of directors, he shall, when present, preside at all meetings of the stockholders, and, if a director, at all meetings of the board of directors unless there be a chairman of the board of directors who is present at the meeting.

The Treasurer. The treasurer shall be the chief financial officer of the corporation and shall cause to be kept accurate books of account.

The Clerk. The clerk shall keep a record of all proceedings of the stockholders and, if there be no secretary, shall also keep a record of all proceedings of the board of directors. In the absence of the clerk from any meeting of the stockholders or, if there be no secretary, from any meeting of the board of directors, an assistant clerk, if there be one, otherwise a clerk pro tempore designated by the person presiding at the meeting, shall perform the duties of the clerk at such meeting.

The Secretary. The secretary, if there be one, shall keep a record of all proceedings of the board of directors. In the absence of the secretary, if there be one, from any meeting of the board of directors, an assistant secretary, if there be one, otherwise a secretary pro tempore designated by the person presiding at the meeting, shall perform the duties of the secretary at such meeting.

Section 9. Other Duties and Powers. Each officer, subject at all times to these by-laws and to the direction and control of the board of directors, shall have and may exercise, in

addition to the duties and powers specifically set forth in these by-laws, such duties and powers as are prescribed by law, such duties and powers as are commonly incident to his office and such duties and powers as the board of directors may from time to time prescribe.

ARTICLE IV

Capital Stock

Section 1. Amount and Issuance. The total number of shares and the par value, if any, of each class of stock which the corporation is authorized to issue shall be stated in the articles of organization. The directors may at any time issue all or from time to time any part of the unissued capital stock of the corporation from time to time authorized under the articles of organization, and may determine, subject to any requirements of law, the consideration for which stock is to be issued and the manner of allocating such consideration between capital and surplus.

Section 2. Certificates. Each stockholder shall be entitled to a certificate or certificates stating the number and the class and the designation of the series, if any, of the shares held by him, and otherwise in form approved by the board of directors. Such certificate or certificates shall be signed by the president or a vice president and by the treasurer or an assistant treasurer. Such signatures may be facsimiles if the certificate is signed by a transfer agent, or by a registrar, other than a director, officer or employee of the corporation. In case any officer who has signed or whose facsimile signature has been placed on such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the corporation with the same effect as if he were such officer at the time of its issue.

Every certificate issued for shares of stock at a time when such shares are subject to any restriction on transfer pursuant to the articles of organization, these by-laws or any agreement to which the corporation is a party shall have the restriction noted conspicuously on the certificate and shall also set forth on the face or back of the certificate either (i) the full text of the restriction or (ii) a statement of the existence of such restriction and a statement that the corporation will furnish a copy thereof to the holder of such certificate upon written request and without charge.

Every certificate issued for shares of stock at a time when the corporation is authorized to issue more than one class or series of stock shall set forth on the face or back of the certificate either (i) the full text of the preferences, voting powers, qualifications and special and relative rights of the shares of each class and series, if any, authorized to be issued, as set forth in the articles of organization or (ii) a statement of the existence of such preferences, powers, qualifications and rights and a statement that the corporation will furnish a copy thereof to the holder of such certificate upon written request and without charge.

Section 3. Transfers. The board of directors may make such rules and regulations not inconsistent with the law, with the articles of organization or with these by-laws as it deems expedient relative to the issue, transfer and registration of stock certificates. The board of directors may appoint a transfer agent and a registrar of transfers or either and require all stock certificates to bear their signatures. Except as otherwise provided by law, by the articles of organization or by these by-laws, the corporation shall be entitled to treat the record holder of any shares of stock as shown on the books of the corporation as the holder of such shares for all purposes, including the right to receive notice of and to vote at any meeting of stockholders and the right to receive any dividend or other distribution in respect of such shares.

Section 4. Record Date. The board of directors may fix in advance a time, which shall be not more than sixty (60) days before the date of any meeting of stockholders or the date for the payment of any dividend or the making of any distribution to stockholders or the last day on which the consent or dissent of stockholders may be effectively expressed for any purpose, as the record date for determining the stockholders having the right to notice of and to vote at such meeting and any adjournment thereof or the right to receive such dividend or distribution or the right to give such consent or dissent, and in such case only stockholders of record on such record date shall have such right, notwithstanding any transfer of stock on the books of the corporation after the record date.

Section 5. Lost Certificates. The board of directors may, except as otherwise provided by law, determine the conditions upon which a new certificate of stock may be issued in place of any certificate alleged to have been lost, mutilated or destroyed.

ARTICLE V

Miscellaneous provisions

Section 1. Fiscal Year. The fiscal year of the corporation shall begin on the first day of January in each year and end on the last day of December next following.

Section 2. Corporate Seal. The seal of the corporation shall be in such form as shall be determined from time to time by the board of directors.

Section 3. Corporation Records. The original, or attested copies, of the articles of organization, by-laws and records of all meetings of the incorporators and stockholders, and the stock and transfer records, which shall contain the names of all stockholders and the record address and the amount of stock held by each, shall be kept in the State of Delaware at the principal office of the corporation in said State or at an office of the transfer agent or of its clerk or of its resident agent, if any. Said copies and records need not all be kept in the same office. They shall be available at all reasonable times to inspection by any stockholder for any proper purpose but not if the purpose for which such inspection is sought is to secure a list of stockholders or other information for the purpose of selling said list or information or copies thereof or of using the same for a

purpose other than the interest of the applicant, as a stockholder, relative to the affairs of the corporation.

Section 4. Voting of Securities. Except as the board of directors may otherwise prescribe, the president or the treasurer shall have full power and authority in the name and on behalf of the corporation, subject to the instructions of the board of directors, to waive notice of, to attend, act and vote at, and to appoint any person or persons to act as proxy or attorney in fact for this corporation (with or without power of substitution) at any meeting of stockholders or shareholders of any other corporation or organization, the securities of which may be held by this corporation.

ARTICLE VI

Amendments

These by-laws may be amended or repealed at any annual or special meeting of the stockholders by the affirmative vote of a majority of the shares of capital stock then issued, outstanding and entitled to vote provided notice of the proposed amendment or repeal is given in the notice of the meeting. No change in the date fixed in these by-laws for the annual meeting of the stockholders shall be made within sixty (60) days before such date, and notice of any change in such date shall be given to all stockholders at least twenty (20) days before the new date fixed for such meeting.

If authorized by the articles of incorporation, these by-laws may also be amended or repealed in whole or in part, or new by-laws made, by the board of directors except with respect to any provision hereof which by-law, the articles of organization or these by-laws requires action by the stockholders. Not later than the time of giving notice of the meeting of stockholders next following the making, amendment or repeal by the directors of any by-laws, notice thereof stating the substance of such change shall be given to all stockholders entitled to vote on amending the by-laws. Any by-law to be made, amended or repealed by the directors may be amended or repealed by the stockholders.

Exhibit 3.95

[Illegible]

ARTICLES OF INCORPORATION

OF

SOUTHWESTERN CHILDREN'S HEALTH SERVICE, INC.

The undersigned, acting as incorporators of a corporation under the Arizona Business Corporation Act, adopt the following Articles of Incorporation for such corporation:

FIRST: The name of the corporation is **SOUTHWESTERN CHILDREN'S HEALTH SERVICES, INC.**

SECOND: The period of its duration, if less than perpetual, is

THIRD: The purpose or purposes for which the corporation is organized are:

To provide residential and day care treatment services for troubled adolescents.

To engage in any lawful act or activity for which corporations may be incorporated under the provisions of the Arizona Business Corporation Act.

FOURTH: A brief statement of the character of the business which the corporation initially intends actually to conduct in Arizona is:

To provided residential and day care treatment services for troubled adolescents.

FIFTH: The aggregate number of shares which the corporation shall have authority to issue is one thousand (1,000) of the par value of Ten Cents ($.10) each.

[Illegible]

SIXTH: Provisions granting preemptive rights are:
None.

SEVENTH: The name and address of the initial statutory agent of the corporation is C T Corporation System, 3225 North Central Avenue, Phoenix, Maricopa County, Arizona 85012.

EIGHTH: The number of directors constituting the constituting the initial board of directors of the corporation is three (3), and the names and address of the persons who are to serve directors until the first annual meeting of shareholders or until their successor be elected and qualify are:

Name	Address
W. J. Hindman	6 Park Center Court, Suite 211 Owings Mills, Maryland 21117
H. D. Felton	6 Park Center Court, Suite 211 Owings Mills, Maryland 21117
J. F. Ripley	6 Park Center Court, Suite 211 Owings Mills, Maryland 21117

NINTH: The name and address of each incorporator is:

Name	Address
J. F. Ripley	6 Park Center Court, Suite 211 Owings Mills, Maryland 21117
H. D. Felton	6 Park Center Court, Suite 211 Owings Mills, Maryland 21117

TENTH: Provisions not inconsistent with law, which the incorporators elect to set forth are:

A director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director except for liability (1) for any breach of the director’s duty of loyalty to the corporation

[Illegible]

or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under the Arizona Revised Statutes, as amended, or (iv) for any transaction from which the director derived any improper personal benefit.

Dated July 26, 1994.

/s/ J. F. Ripley
J. F. Ripley

/s/ H. D. Felton
H. D. Felton

C T CORPOPATION SYSTEM, having been designated to act as statutory agent, hereby consents, to act in that capacity until it is removed, or submits its resignation, in accordance with the Arizona Revised Statutes.

C T CORPORATION SYSTEM

By: /s/ Marilyn Lizzio
Marilyn Lizzio
Assistant Secretary

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ARTICLES OF AMENDMENT

OF

-0723253-6

Southwestern Children's Health Services, Inc.
[Name of Corporation]

1. The name of the corporation is Southwestern Children's Health Services, Inc.

2. Attached hereto as Exhibit A is the text of each amendment adopted.

3. ☒ The amendment does not provide for an exchange, reclassification or cancellation of issued shares.

   ☐ Exhibit A contains provisions for implementing the exchange, reclassification or cancellation of issued shares provided for therein.

   ☐ The amendment provides for exchange, reclassification or cancellation of issued shares. Such actions will be implemented as follows:

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4. The amendment was adopted the 22nd day of January, 2001.

5. ☐ The amendment was adopted by the ☐ incorporators ☐ board of directors without shareholder action and shareholder action was not required.

   ☒ The amendment was approved by the shareholders. There is (are) 1 voting groups eligible to vote on the amendment. The designation of voting groups entitled to vote separately on the amendment, the number of votes in each, the number of votes represented at the meeting at which the amendment was adopted and the votes cast for and against the amendment were as follows:

The voting group consisting of 100 outstanding shares of Common [class or series] stock is entitled to 100 votes. There were 100 votes present at the meeting. The voting group cast 100 votes for and -0- votes against approval of the amendment. The number of votes cast for approval of the amendment was sufficient for approval by the voting group.

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The voting group consisting of _____ outstanding shares of _____ [class or series] stock is entitled to _____ votes. There were _____ votes present at the meeting. The voting group cast _____ votes for and _____ votes against approval of the amendment. The number of votes cast for approval of the amendment was sufficient for approval by the voting group.

DATED as of this 22nd day of January, 2001.

Southwestern Children's Health Services, Inc.
[name of corporation]

By /s/ Kevin Sheehan
Kevin Sheehan, President
[name] [title]

EXHIBIT A

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
SOUTHWESTERN CHILDREN'S HEALTH SERVICES, INC.

ARTICLE ONE
Name and Character of Business

The name of the corporation is Southwestern Children's Health Services, Inc. The purpose for which this Corporation is organized is the transaction of any or all lawful business for which corporations may be incorporated under the laws of the State of Arizona, as may be amended from time to time.

ARTICLE TWO
Authorized Shares

The corporation shall have authority to be exercised by the Board of Directors to issue not more than one thousand (1.000) shares of capital stock, par value $0.10 per share, all of which shall be designated "Common Stock." The Common Stock shall have unlimited voting rights and shall be entitled to receive the net assets of the corporation upon dissolution.

ARTICLE THREE
Registered Office and Agent

The registered office of the corporation, at the time of this filing, is located at 3225 N. Central Avenue. Phoenix. AZ 85012. The registered agent of the corporation at its registered office, at the time of this filing, is CT Corporation System.

ARTICLE FOUR
Incorporators

The name and address of the incorporators are as follows: J.F. Ripley, 6 Park Center

Court. Suite 211. Owings Mills. Maryland 21117; and M.D. Felton. 6 Park Center Court. Suite 211. Owings Mills. Maryland 21117.

ARTICLE FIVE
Principal Office

The mailing address of the principal office of the corporation, al the time of this filing, is 2190 North Grace Blvd. Chandler, AZ 85224.

ARTICLE SIX
Limitation of Director Liability

6.1 A director of the corporation shall not be liable to the corporation or its shareholders for monetary damages for any action taken, or for any failure to take any action, as a director, except liability (i) for any appropriation, in violation of his duties, of any business opportunity of the corporation, (ii) for acts or omissions which involve intentional misconduct or a knowing violation of the law, (iii) of the types set forth in § 10-833 of the Arizona Code. or (iv) for any transaction from which the director received an improper personal benefit.

6.2 Any repeal or modification of the provisions of this Article by the shareholders of the corporation shall be prospective only, and shall not adversely affect any limitation on the liability of a director of the corporation with respect to any act or ommission prior to the effective date of such repeal or modification.

6.3 If the Arizona Code is hereafter amended to authorize the further elimination or limitation of the liability of the directors, then the liability of a director of the corporation, in addition to the limitation on liability herein, shall be limited to the fullest extent permitted by the Arizona Code, as so amended.

6.4 In the event that any of the provisions of this Article (including any provision within a single sentence) is held by a court of competent jurisdiction to be invalid, void or

otherwise unenforceable, the remaining provisions are severable and shall remain enforceable to the fullest extent permitted by law.

ARTICLE SEVEN
Constituency Considerations

In discharging the duties of their respective positions and in determining what is believed to be in the best interests of the corporation, the Board of Directors, committees of the Board of Directors, and individual directors, in addition to considering the effects of any action on the corporation or its shareholders, may consider the interests of the employees, customers, suppliers, and creditors of the corporation and its subsidiaries, the communities in which offices or other establishments of the corporation and its subsidiaries are located, and all other factors such directors consider pertinent; provided, however, that this article shall be deemed solely to grant discretionary authority to the directors and shall not be deemed to provide to any constituency any right to be considered.

ARTICLE EIGHT
Board of Directors

The Board of Directors, at the time of this filing, consists of one member whose name and address is as follows: Kevin P. Sheehan. 1705 Capital of Texas Highway South, Fifth Floor, Austin. Texas 78746. who shall serve until a successor is elected and qualifies.

ARTICLE NINE
Shareholder Action by Less than Unanimous Written Consent

Any action that is required or permitted to be taken at a meeting of the shareholders may be taken without a meeting if the action is taken by persons who would be entitled to vote at a meeting shares having voting power to cast not less than the minimum number (or numbers, in the case of voting by groups) of votes that would be necessary to authorize or take such action at

a meeting at which all shareholders entitled to vote were present and voted. The action must be evidenced by one or more written consents describing the action taken, signed by shareholders entitled to take action without a meeting and delivered to the corporation for inclusion in the minutes or filing with the corporate records.

The foregoing Amended and Restated Articles of Incorporation of Southwestern Children's Health Services. Inc. were duly approved and adopted by the shareholders on January 22, 2001.

In witness whereof, the undersigned has caused these Amended and Restated Articles of Incorporation to be duly executed as of the 22nd day of January, 2001.

Southwestern Children's Health Services, Inc.

By: /s/ Kevin P. Sheehan
Kevin P. Sheehan
President

AZ CORPORATION COMMISSION
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ARTICLES OF MERGER
OF
INTROSPECT HEALTHCARE, CORPORATION
INTO
SOUTHWESTERN CHILDREN'S HEALTH SERVICES, INC.

Article 1. An Agreement and Plan of Merger ("Plan of Merger"), which is being filed simultaneously with these Articles of Merger as Exhibit A, has been adopted by Introspect Healthcare, Corporation, an Arizona corporation, which is the disappearing corporation, and Southwestern Children's Health Services, Inc., an Arizona corporation, which is the surviving corporation.

Article 2. The name of the surviving corporation is Southwestern Children's Health Services, Inc.

Article 3. The known place of business of the surviving corporation is c/o CT Corporation System, 2394 E. Camelback Road, Phoenix, AZ, 85016.

Article 4. The name and address of the statutory agent of the surviving corporation is: CT Corporation System, 2394 E. Camelback Road, Phoenix, AZ, 85016.

Article 5. The Plan of Merger does not contain any amendments to the Articles of Incorporation of the surviving corporation.

Article 6. Pursuant to ARS Section 10-1104, approval of the Plan of Merger was not required by the shareholders of the disappearing corporation or the shareholders of the surviving corporation.

Article 7. The disappearing corporation has 100,000,000 shares of outstanding common stock, no par value, all of which are owned by the surviving corporation.

Article 8. The sole shareholder of the disappearing corporation has waived the requirement that a copy of the plan of merger be mailed to it, as permitted by ARS Section 10-1104.

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Article 9. The effective date of the merger will be October, 2010.

DATED as of this 8th day of October 8, 2010.

SOUTHWESTERN CHILDREN'S HEALTH SERVICES, INC.

By: /s/ Kevin P. Sheehan
Kevin P. Sheehan, President

INTROSPECT HEALTHCARE, CORPORATION

By: /s/ Kevin P. Sheehan
Kevin P. Sheehan, President

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AGREEMENT AND PLAN OF MERGER
OF
INTROSPECT HEALTHCARE, CORPORATION
INTO
SOUTHWESTERN CHILDREN'S HEALTH SERVICES, INC.

This Agreement and Plan of Merger (the "Plan") is made and entered into as of this [Illegible]th day of October, 2010 by and between Southwestern Children's Health Services, Inc., an Arizona corporation ("Surviving Corporation"), and Introspect Healthcare, Corporation, an Arizona corporation ("Disappearing Corporation"). Surviving Corporation and Disappearing Corporation will sometimes be referred to herein as the "Merging Corporations."

RECITALS:

A. Surviving Corporation owns all of the outstanding shares of stock of Disappearing Corporation. The Boards of Directors of Surviving Corporation and Disappearing Corporation have each determined that the merger of the corporations will be in the best interest of the corporations and their respective shareholders.

B. Surviving Corporation is an Arizona corporation with an authorized capital stock consisting of 1,000 shares of common stock, no par value, of which 100 shares are outstanding.

C. Disappearing Corporation is an Arizona corporation with an authorized capital stock consisting of 100,000,000 shares of common stock, no par value, of which 55,000 shares arc outstanding, all of which are owned by Surviving Corporation.

THEREFORE, in consideration of the terms and conditions set forth herein the parties agree as follows:

1. Effective Date. The merger of Disappearing Corporation and Surviving Corporation ("Merger") shall be effective at the close of business on _____, 2010 as specified in Article 9 of the Articles of Merger, which date is referred to in this Plan as the "Effective Date."

2. Cancellation of Shares. As of the Effective Date, all outstanding stock of Disappearing Corporation shall be converted into canceled shares. All outstanding stock of Surviving Corporation shall remain outstanding after the Effective Date. The Merger shall not change any of the existing relative rights, voting powers, preferences or restrictions with respect to the stock of Surviving Corporation.

3. Effect of Merger. As of the Effective Date, (i) the separate existence of Disappearing Corporation shall cease; (ii) Surviving Corporation shall continue to exist under and be governed by the Arizona Business Corporation Act; (iii) all assets of Disappearing Corporation shall vest in Surviving Corporation without necessity of further act or instrument; (iv) Surviving Corporation shall possess all the rights, privileges and powers of Disappearing Corporation; (v) and Surviving Corporation shall become subject to the obligations and liabilities of Disappearing Corporation. The corporate name of Surviving Corporation shall remain unchanged, and its identity and powers shall continue after the Effective Date without impairment All rights of creditors and all liens upon any properties of the Merging Corporations shall be preserved unimpaired. As of the Effective Date, all debts, liabilities, restrictions, obligations and duties of Disappearing Corporation shall attach to Surviving Corporation and may thereafter be enforced against Surviving Corporation to the same extent as if such debts, liabilities, restrictions, obligations and duties had been incurred or contracted by Surviving Corporation.

4. Articles of Incorporation. The Articles of Incorporation of Surviving Corporation shall not be amended as a result of the Merger.

5. Bylaws. The Bylaws of Surviving Corporation shall not be amended as a result of the Merger.

6. Directors and Officers. The directors and officers of Surviving Corporation shall continue to serve as directors and officers of Surviving Corporation pursuant to the Articles of Incorporation and Bylaws of Surviving Corporation.

7. Appointment of Surviving Corporation as Attorney-In-Fact for Disappearing Corporation. Surviving Corporation and its directors and officers shall be authorized from time to time after the Effective Date for and in the name of Disappearing Corporation, to execute and deliver or cause to be executed and delivered any deeds or other instruments necessary or desirable to perfect or vest in or confirm to Surviving Corporation, its successors and assigns, title to and possession of all of the property rights, privileges, powers, immunities, franchises and interests of Disappearing Corporation.

8. Amendment. This Plan may be amended, modified, terminated or abandoned at any time by the mutual consent of the Boards of Directors of the Merging Corporations.

9. Successors and Assigns. This Plan shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

10. Governing Law. This Plan shall be governed by, and construed and interpreted in accordance with, the laws of the State of Arizona, except to the extent applicable law requires the law governing Disappearing Corporation to apply.

11. Counterparts. This Plan may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, this agreement has been executed by the undersigned as duly authorized representatives of the Merging Corporations as of the date and year first above written, pursuant to authority of the Boards of Directors of the Merging Corporations.

SOUTHWESTERN CHILDREN'S HEALTH SERVICES. INC., an Arizona corporation

By: /s/ Kevin P. Sheehan
Kevin P. Sheehan, President

INTROSPECT HEALTHCARE, CORPORATION, an Arizona corporation

By: /s/ Kevin P. Sheehan
Kevin P. Sheehan, President

CONSENT OF THE DIRECTORS
IN LIEU OF SPECIAL MEETING OF
THE BOARD OF DIRECTORS OF
INTROSPECT HEALTHCARE, CORPORATION

The undersigned, being the sole director of INTROSPECT HEALTHCARE, CORPORATION, an Arizona corporation, hereby consents to the following actions taken without a meeting:

RESOLVED, that the Board of Directors hereby adopts the Agreement and Plan of Merger attached hereto between SOUTHWESTERN CHILDREN'S HEALTH SERVICES, INC. (the surviving corporation) and INTROSPECT HEALTHCARE, CORPORATION, an Arizona corporation (the disappearing corporation).

FURTHER RESOLVED, that the officers of the Corporation be, and they each hereby are, authorized to execute such documents and take such other action as they deem necessary or appropriate to effectuate the intent and purpose of the foregoing resolution.

This consent, and all executed counterparts hereof, shall be deemed effective as of October 8, 2010, and shall be filed with the records of the proceedings of the Board.

DIRECTORS:

/s/ Kevin P. Sheehan
Kevin P. Sheehan

1900 006 049

CONSENT OF THE DIRECTORS
IN LIEU OF SPECIAL MEETING OF
THE BOARD OF DIRECTORS OF
SOUTHWESTERN CHILDREN'S HEALTH SERVICES, INC.

The undersigned, being the sole director of SOUTHWESTERN CHILDREN'S HEALTH SERVICES, INC., an Arizona corporation, hereby consents to the following actions taken without a meeting:

RESOLVED, that the Board of Directors hereby adopts the Agreement and Plan of Merger attached hereto between SOUTHWESTERN CHILDREN'S HEALTH SERVICES, INC. (the surviving corporation) and INTROSPECT HEALTHCARE, CORPORATION, an Arizona corporation (the disappearing corporation).

FURTHER RESOLVED, that the officers of the Corporation be, and they each hereby are, authorized to execute such documents and take such other action as they deem necessary or appropriate to effectuate the intent and purpose of the foregoing resolution.

This consent, and all executed counterparts hereof, shall be deemed effective as of October 8, 2010, and shall be filed with the records of the proceedings of the Board.

DIRECTORS:

/s/ Kevin P. Sheehan
Kevin P. Sheehan

1900 006 049

WAIVER OF MAILING

The undersigned, being the sole shareholder of INTROSPECT HEALTHCARE, CORPORATION, an Arizona corporation (the "Company"), hereby waives the mailing requirement of ARS, § 10-1104 with respect to the merger of the Company into SOUTHWESTERN CHILDREN'S HEALTH SERVICES, INC., an Arizona corporation.

Dated: October 8, 2010

SOUTHWESTERN CHILDREN'S
HEALTH SERVICES, INC, an Arizona
corporation

By: /s/ Kevin P. Sheehan
Kevin P. Sheehan, President

Exhibit 3.96

SOUTHWESTERN CHILDREN'S HEALTH SERVICES, INC.

AMENDED AND RESTATED BYLAWS

Adopted as of January 22, 2001

Corporate Bylaws

Article I. Definitions

1.01 Code

The Code means the applicable titles, parts, chapters, sections, and other divisions of the state of incorporation's statutory scheme governing the formation and operation of corporations.

1.02 Record Date

Record Date means the date established under the Code on which the corporation determines the identity of its shareholders and their shareholdings. Such determination shall be made as of the close of business on the record date unless another time for doing so is specified when the record date is fixed.

1.03 Voting Group

Voting Group means all shares of one or more classes or series that under the articles of incorporation or the Code are entitled to vote and be counted together collectively on a matter at a meeting of the shareholders. All shares entitled by the articles of incorporation or the Code to vote generally on the matter are for that purpose a single voting group.

1.04 Corporation

Corporation includes any domestic or foreign predecessor entity of the corporation in a merger or other transaction in which the predecessor's existence ceased upon consummation of the transaction.

1.05 Director or Officer

Director or Officer means an individual who is or was (i) a member of the Board of Directors, (ii) an individual elected or appointed by the Board of Directors to serve as an officer, or (iii) a member of any duly constituted Committee of the Board of Directors. "Director" or "officer" includes, unless the context otherwise requires, the estate or personal representative of a director or officer.

1.06 Disinterested Director or Officer

"Disinterested Director" or "Disinterested Officer" means a director or officer who, with respect to a determination of the authorization or non-authorization of an expense advancement or of indemnification, is neither:

(i) the individual whose indemnification or expense advancement is the subject of the decision being made; nor

(ii) An individual having a familial, financial, professional, or employment relationship with the person whose indemnification or advance for expenses is the subject of the decision being made with respect to the proceeding, which relationship would, in the circumstances, reasonably be expected to exert an influence on the director's or officer's judgment when voting on the decision being made.

1.07 Liability

Liability means the obligation to pay a judgment, settlement, penalty, fine (including an excise tax assessed with respect to an employee benefit plan), or reasonable expenses incurred with respect to a proceeding.

1.08 Official Capacity

When used with respect to a director, Official Capacity means the office of director in the corporation. When used with respect to an officer, Official Capacity means the office in the corporation held by the officer. Official capacity does not include service for any other domestic or foreign corporation or any partnership, joint venture, trust, employee benefit plan, or other entity.

1.09 Party

Party includes an individual who was, is, or is threatened to be made a named defendant or respondent in a proceeding.

1.10 Proceeding

Proceeding means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitrative, or investigative and whether formal or informal.

Article II. Offices and Agents

2.01 Registered Office and Agent

The corporation shall maintain a registered office and have a registered agent, whose business office address is identical to that of the registered office, in its state of incorporation and in each state in which the corporation is qualified to do business.

2.02 Other Offices

In addition to its registered office, the corporation may have offices at any other place or places, within or without the state of incorporation, as the Board of Directors may from time to time select or as the business of the corporation may require or make desirable.

Article III. Meetings of the Shareholders

3.01 Annual Meetings

An annual meeting of the shareholders shall be held for the election of directors at such date, time, and place, either within or without the state of incorporation, as may be designated by resolution of the Board of Directors from time to time. Such resolution shall designate the date, time, and place of the meeting. Any other proper business may be transacted at the annual meeting. If an annual meeting is not held as provided in this bylaw, any business, including the election of directors, that might properly have been acted upon at that meeting may be acted upon at a special meeting in lieu of the annual meeting held pursuant to these bylaws or held pursuant to a court order.

3.02 Special Meetings

Special meetings of the shareholders may be called for any purpose or purposes at any time by the Board of Directors, or by the President of the corporation, or by a Committee of the Board of Directors that has been duly designated and authorized by resolution of the Board of Directors to call such meetings. In addition, the Board of Directors shall call such a meeting upon the written request of shareholders holding at least twenty percent (20%) of all the votes entitled to be cast on the issue or issues proposed to be considered at the requested special meeting.

3.03 Quorum

With respect to shares entitled to vote as a separate voting group on a matter at a meeting of shareholders, the presence, in person or by proxy, of a majority of the votes entitled to be cast on the matter by the voting group shall constitute a quorum of that voting group for action on that matter unless the articles of incorporation or the Code provide otherwise. Once a share is represented for any purpose at a meeting, other than solely to object to holding the meeting or to transacting business at the meeting, it is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of the meeting unless a new record date is or must be set for the adjourned meeting pursuant to the bylaw governing the fixing of the record date with regard to shareholder action.

3.04 Adjournment and Reconvention

Whether or not a quorum is present to organize a meeting, any meeting of shareholders may be adjourned by the holders of a majority of the voting shares represented at the meeting to reconvene at a specific time and place, but no later than 120 days after the date fixed for the original meeting unless the requirements of the Code concerning the selection of a new record date have been met. At any reconvened meeting within that time period, any business may be transacted that could have been transacted at the meeting that was adjourned.

3.05 Presiding Officer

The Chief Executive Officer shall serve as the Presiding Officer of every meeting of shareholders unless another person is elected by the shareholders to serve as Presiding Officer at the meeting. The Presiding Officer shall appoint any persons he deems required to assist with the meeting.

3.06 Vote Required for Action

If a quorum exists, action on a matter (other than the election of directors) by a voting group is approved if the votes cast within the voting group favoring the action exceed the votes cast opposing the action, unless the articles of incorporation, provisions of these bylaws validly adopted by the shareholders, or the Code requires a greater number of affirmative votes. If the articles of incorporation or the Code provide for voting by two or more voting groups on a matter, action on that matter is taken only when voted upon by each of those voting groups counted separately. Action may be taken by one voting group on a matter even though no action is taken by another voting group entitled to vote on the matter. With regard to the election of directors, unless otherwise provided in the articles of incorporation, if a quorum exists, action on the election of directors is taken by a plurality of the votes cast by the shares entitled to vote in the election.

3.07 Shares Held by Another Corporation

Shares standing in the name of another corporation, domestic or foreign, may be voted by such officer, agent, or proxy as the by-laws of such other corporation may prescribe, or, in the absence of such a provision, as the board of directors of such other corporation may determine.

3.08 Method of Voting Shares

Unless the articles of incorporation or the Code provide otherwise, each outstanding share having voting rights shall be entitled to one vote on each matter submitted to a vote at a meeting of the shareholders. Voting on all matters shall be by voice vote or by show of hands unless any qualified voter, prior to the voting on any matter, demands vote by ballot, in which case each ballot shall state the name of the shareholder voting and the number of shares voted by him, and if the ballot be cast by proxy, it shall also state the name of the proxy.

3.09 Proxies

A shareholder entitled to vote on a matter may vote in person or by proxy pursuant to an appointment of proxy executed in writing by the shareholder or by his attorney-in-fact. An appointment of proxy shall be valid for only one meeting to be specified therein, and any adjournments of such meeting, but shall not be valid for more than eleven months unless expressly provided therein. Appointments of proxy shall be dated and filed with the records of the meeting to which they relate. If the validity of any appointment of proxy is questioned, it must be submitted to the secretary of the meeting of shareholders for examination or to a proxy officer or committee appointed by the meeting's presiding officer. The secretary of the meeting or, if appointed, the proxy officer or committee, shall determine the validity or invalidity of any appointment of proxy submitted for examination. Reference in the minutes of the meeting by the secretary or, if appointed, the proxy officer or committee, as to the regularity of an appointment of proxy shall be received as prima facie evidence of the facts stated for the purpose of establishing the presence of a quorum at the meeting and for all other purposes.

3.10 Action Without a Meeting

Any action required or permitted to be taken at a meeting of the shareholders, may be taken without a meeting if the action is taken by all shareholders entitled to vote on the action. Or, if allowed by the articles of incorporation, such action may be taken without a meeting by persons who would be entitled to vote shares having voting power to cast not less than the minimum number (or numbers, in the case of voting by groups) of votes that would be necessary to authorize or take the action at a meeting at which all shareholders entitled to vote were present and voted. The action without a meeting must be evidenced by one or more written consents describing the action taken, signed by shareholders entitled to take action without a meeting, and delivered to the corporation for inclusion in the minutes or filing with the corporate records. The corporation shall give written notice of actions so taken.

3.11 Notice

Unless waived as contemplated in these bylaws, a notice of each meeting of shareholders, stating the date, time, and place of the meeting shall be given not less than ten (10) days nor more than sixty (60) days before the date thereof, to each shareholder entitled to vote at that meeting. In the case of an annual meeting, the notice need not state the purpose or purposes of the meeting unless the articles of incorporation or the Code requires otherwise. In the case of a special meeting, including a special meeting in lieu of an annual meeting, the notice of meeting shall state the purpose or purposes for which the meeting is called.

Article IV. Board of Directors

4.01 Powers

All corporate powers, which are lawful and do not violate any legal agreement among shareholders and which are not prohibited by the articles of incorporation or these bylaws, shall be exercised by or under the authority of, and the business and affairs of the corporation shall be managed under, the direction of the Board of Directors. The Board of Directors may, by resolution, vote any shares of stock owned by the corporation. Also, the Board of Directors from time to time in its discretion may authorize or declare distributions or share dividends in accordance with the Code.

4.02 Number

The number and composition of the corporation's Board of Directors shall initially be that which is specified in the articles of incorporation. If the articles of incorporation do not specify the number and composition of the Board of Directors, then the Board of Director's shall consist of one member, the

Chief Executive Officer of the corporation. Thereafter, the number and composition of the Board of Directors may be changed from time to time by an action of the shareholders.

4.03 Election

Except as provided for in the bylaw addressing vacancies in the Board of Directors, the Directors shall be elected by a vote of the shareholders at each annual meeting of shareholders or special meeting in lieu of the annual meeting.

4.04 Term of Office

Except in the case of death, written resignation, retirement, disqualification, or removal, each director shall serve until the next succeeding annual meeting or special meeting in lieu of an annual meeting and thereafter until his successor is elected and qualifies or until the number of directors is decreased.

4.05 Removal

One or more directors may be removed from office with or without cause by the shareholders by a majority of the votes entitled to be cast. If the director was elected by a voting group, only the shareholders of that voting group may participate in the vote to remove him. Removal action may be taken at any meeting of shareholders with respect to which the notice stated that the purpose, or one of the purposes, of the meeting is removal of the director, and a removed director's successor may be elected at the same meeting.

4.06 Vacancies

A vacancy occurring in the Board of Directors, other than by reason of an increase in the number of directors, shall be filled for the unexpired term by the first to take action of (a) the shareholders or (b) the Board of Directors, and if the directors remaining in office constitute fewer than a quorum of the Board of Directors, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office. If the vacant office was held by a director elected by a voting group, only the holders of shares of that voting group or the remaining directors elected by that voting group are entitled to vote to fill the vacancy. A vacancy occurring in the Board of Directors by reason of an increase in the number of directors shall be filled in like manner as any other vacancy, but, if filled by action of the Board of Directors, shall only be for a term of office continuing until the next election of directors by the shareholders and until the election and qualification of a successor.

4.07 Committees

The Board of Directors, by resolution, may designate from among its members an executive committee and one or more other committees, each consisting of one or more directors all of whom serve at the pleasure of the Board of Directors. Except as limited by the Code, each committee shall have the authority set forth in the resolution establishing the committee. The provisions of these bylaws as to the Board of Directors and its deliberations shall be applicable to any committee of the Board of Directors. All decisions and actions of any committee created by these bylaws or resulting from the authority granted by these bylaws, shall be subject to the discretionary review and approval of the Board of Directors.

4.08 Compensation

Unless the articles of incorporation provide otherwise, the Board of Directors may determine from time to time the compensation, if any, directors may receive for their services as directors. A

director may also serve the corporation in a capacity other than that of director and receive compensation, as determined by the Board of Directors, for services rendered in such other capacity.

Article V. Meetings of the Board of Directors

5.01 Regular Meetings

Regular meetings of the Board of Directors shall be held immediately after the annual meeting of shareholders or a special meeting in lieu of the annual meeting. In addition, the Board of Directors may schedule other meetings to occur at regular intervals throughout the year.

5.02 Special Meetings

Special meetings of the Board of Directors may be called by or at the request of the Chief Executive Officer of the corporation, by the sole director of the board or, if the board consists of more than one director, by any two directors in office at that time.

5.03 Quorums

Unless a greater number is required by the articles of incorporation, these bylaws, or the Code, a quorum of the Board of Directors consists of a majority of the total number of directors.

5.04 Adjournments

Whether or not a quorum is present to organize a meeting, any meeting of directors (including an adjourned meeting) may be adjourned by a majority of the directors present to reconvene at a specific time and place. At any reconvened meeting, any business may be transacted that could have been transacted at the meeting that was adjourned. It shall not be necessary to give any notice of the reconvened meeting or of the business to be transacted, if the date, time and place of the reconvened meeting are announced at the meeting that was adjourned.

5.05 Action Without a Meeting

Unless the Code, the articles of incorporation, or these bylaws provide otherwise, any action required or permitted to be taken at any meeting of the Board of Directors, or any action that may be taken at a meeting of an authorized committee of the Board of Directors, may be taken without a meeting if the action is taken by all the members of the Board of Directors (or of the committee, as the case may be). The action must be evidenced by one or more written consents describing the action taken, signed by each director (or each director serving on the committee, as the case may be), and delivered to the corporation for inclusion in the minutes or filing with the corporate records.

5.06 Meetings by Telephone

Any or all directors may participate in a meeting of the Board of Directors, and members of an authorized committee of the Board of Directors may participate in a meeting of the committee (as the case may be), through the use of any means of communication by which all directors participating may simultaneously hear each other during the meeting.

5.07 Place of Meetings

Directors may hold their meetings at any place within or without the state of incorporation, as the Board of Directors may from time to time establish for regular meetings or as set forth in the notice of special meetings or, in the event of a meeting held pursuant to waiver of notice, as set forth in the

waiver.

5.08 Notice of Meetings

No notice shall be required for any regularly scheduled meeting of the directors. Unless waived as contemplated in these bylaws, each director shall be given at least five day's notice of each special meeting stating the date, time, and place of the meeting. It is not required that the purpose of a Directors' meeting be stated in any notice of such a meeting, whether the meeting is a regular or a special meeting.

5.09 Vote Required for Action

If a quorum is present when a vote is taken, the affirmative vote of a majority of directors present is the act of the Board of Directors unless the Code, the articles of incorporation, or these bylaws require the vote of a greater number of directors.

A director who is present at a meeting of the Board of Directors, or an authorized committee of the Board of Directors, when corporate action is taken is deemed to have assented to the action taken unless:

(i) he objects at the beginning of the meeting (or promptly upon his arrival) to holding the meeting or to transacting business at the meeting,

(ii) his dissent or abstention from the action taken is entered in the minutes of the meeting, or

(iii) he delivers written notice of his dissent or abstention to the presiding officer of the meeting before its adjournment or to the corporation immediately after adjournment of the meeting.

The right of dissent or abstention is not available to a director who votes in favor of the action taken.

Article VI. Shareholder and Director Notices

6.1 Delivery of Notice

Whenever these bylaws require notice to be given to any shareholder or director, the notice shall be given in accordance with this bylaw. Notice under these bylaws shall be in writing unless oral notice is reasonable under the circumstances. Any notice to directors may be written or oral. Notice may be communicated in person, by telephone, telegraph, teletype, other form of wire or wireless communication, or by mail or private carrier. If these forms of personal notice are impracticable, notice may be communicated by a newspaper of general circulation in the area where published, or by radio, television, or other form of public broadcast communication. Written notice to the shareholders, if in a comprehensible form, is effective when mailed, if mailed with first-class postage prepaid and correctly addressed to the shareholder's address shown in the corporation's current record of shareholders.

6.2 When Effective

Except as otherwise provided in this bylaw, written notice, if in a comprehensible form, is effective at the earliest of the following:

(i) when received or when delivered, properly addressed, to the addressee's last known

principal place of business or residence;

(ii) five days after deposit in the mail, as evidenced by the postmark, if mailed with first-class postage prepaid and correctly addressed, or

(iii) on the date shown on the return receipt, if sent by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee.

Oral notice is effective when communicated if communicated in a comprehensible manner.

In calculating time periods for notice, when a period of time measured in days, weeks, months, years, or other measurement of time is prescribed for the exercise of any privilege or the discharge of any duty, the first day shall not be counted but the last day shall be counted.

6.3 Waiver

A shareholder or director may waive any notice before or after the date and time stated in the notice. Except as provided in this bylaw, the waiver must be in writing, be signed by the shareholder or director entitled to the notice, and be delivered to the corporation for inclusion in the minutes or filing with the corporate records.

A shareholder's attendance at a meeting (i) waives objection to lack of notice or defective notice of the meeting, unless the shareholder at the beginning of the meeting objects to holding the meeting or transacting business at the meeting; and (ii) waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the shareholder objects to considering the matter when it is presented.

A director's attendance at or participation in a meeting waives any required notice to him of the meeting unless the director at the beginning of the meeting (or promptly upon his arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Unless required by the Code, neither the business transacted nor the purpose of the meeting need be specified in the waiver.

6.4 Notice Following Adjournment

If notice of an adjourned meeting of the shareholders or of the directors was properly given, it shall not be necessary to give any notice of the reconvened meeting or of the business to be transacted, if the date, time and place of the reconvened meeting are announced at the meeting that was adjourned and before adjournment; provided, however, that if a new record date of shares is or must be fixed, notice of the reconvened meeting must be given to persons who are shareholders as of the new record date.

Article VII. Officers

7.01 Number

The officers of the corporation shall consist of a Board Chairman, a President, a Secretary, a Treasurer, and any other officers as may be appointed by the Board of Directors or by an other duly appointed officer pursuant to these bylaws. The Board of Directors shall from time to time create and establish the duties of the other officers. Any two or more offices may be held by the same person.

7.02 Chairman of Board

The Chairman of the Board of Directors shall preside at all meetings of the Board of Directors and shall have authority to execute bonds, mortgages, and other contracts requiring a seal, under the seal of the corporation; to endorse, when sold, assigned, transferred, or otherwise disposed of by the corporation, all certificates or shares of stock, bonds, or other securities issued by other corporations, associations, trusts, whether public or private, or by any government agency thereof, and owned or held by the corporation, and to make, execute, and deliver all instruments or assignments of transfer of any such stocks, bonds, or other securities. The Chairman of the Board may, with the approval of the Board of Directors, or shall, at the direction of the Board of Directors, delegate any or all of such duties to the President.

7.03 President

The President shall be the Chief Executive Officer of the corporation and shall have general supervision of the business of the corporation. The President shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall perform such other duties as may from time to time be delegated by the Board of Directors. In the absence of the Chairman of the Board, the President shall have authority to do any and all things delegated to the Chairman of the Board of Directors.

7.04 Vice President

In the absence or disability of the President, or at the direction of the President, the Vice President, if any, shall perform the duties and exercise the powers of the President. If the corporation has more than one Vice President, the one designated by the Board of Directors shall act in lieu of the President. Vice Presidents shall perform whatever duties and have whatever powers the Board of Directors may from time to time assign.

7.05 Secretary

The Secretary shall be responsible for preparing minutes of the acts and proceedings of all meetings of the shareholders, the Board of Directors, and any Committees thereof. The Secretary shall have authority to give all notices required by the Code or these bylaws. The Secretary shall be responsible for the custody of the corporate books, records, contracts, and other documents. The Secretary may affix the corporate seal to any lawfully executed documents and shall sign any instruments as may require his or her signature. The Secretary shall authenticate records of the corporation. The Secretary shall perform whatever additional duties and have whatever additional powers the Board of Directors may from time to time assign. In the absence or disability of the Secretary or at the direction of the President, any assistant secretary may perform the duties and exercise the powers of the Secretary.

7.06 Treasurer

The Treasurer shall be responsible for the custody of all funds and securities belonging to the corporation and for the receipt, deposit, or disbursement of funds and securities under the direction of the Board of Directors. The Treasurer shall cause to be maintained full and true accounts of all receipts and disbursements and shall make reports of the same to the Board of Directors and the President upon request. The Treasurer shall perform all duties as may be assigned to him from time to time by the Board of Directors.

7.07 Appointment, Term, and Removal

All officers shall be appointed by the Board of Directors or by a duly appointed officer pursuant to these bylaws and shall serve at the pleasure of the Board of Directors or the appointing officers, as the case may be. All officers, however appointed, may be removed with or without cause by the Board of Directors, and any officer appointed by another officer may also be removed by the appointing officer with or without cause.

7.08 Compensation

The compensation of all officers of the corporation appointed by the Board of Directors shall be fixed by the Board of Directors.

7.09 Bonds

The Board of Directors may, by resolution, require any or all of the officers, agents, or employees of the corporation to give bonds to the corporation, with sufficient surety or sureties, conditioned on the faithful performance of the duties of their respective offices or positions, and to comply with any other conditions as from time to time may be required by the Board of Directors.

Article VIII. Indemnification

8.01 Basic Indemnification Arrangement

Except as provided in these bylaws, the corporation shall indemnify an individual who is a party to a proceeding because he or she is or was a director or officer against liability incurred in the proceeding if:

(i) Such Director or Officer conducted himself in good faith and reasonably believed:

(a) In the case of conduct in his or her official capacity, that such conduct was in the best interests of the corporation;

(b) In all other cases, that such conduct was at least not opposed to the best interests of the corporation; and

(c) In the case of any criminal proceeding, that the individual had no reasonable cause to believe such conduct was unlawful, or

(ii) Such Director's or Officer's conduct with respect to an employee benefit plan, which is the subject of the proceeding, was for a purpose he believed in good faith to be in the interests of the participants in and beneficiaries of the plan.

The termination of a proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent is not, of itself, determinative that the director or officer did not meet the requisite standard of conduct described in this bylaw.

The corporation may not indemnify a director or officer under this Article:

(i) In connection with a proceeding by or in the right of the corporation, except for reasonable expenses incurred in connection with the proceeding if it is determined that the director or officer has met the requisite standard of conduct under this bylaw; or

(ii) In connection with any proceeding with respect to conduct for which he or she was adjudged liable on the basis that personal benefit was improperly received by him or her, whether or not involving action in his or her official capacity.

8.02 Advances for Expenses

The corporation may, before final disposition of a proceeding, advance funds to pay for or reimburse the reasonable expenses, including counsel fees, incurred by a director or officer who is a party to a proceeding because he or she is a director or officer if he or she delivers to the corporation:

(i) A written affirmation of his or her good faith belief that he or she has met the requisite standard of conduct described in the Basic Indemnification Arrangement bylaw or that the proceeding involves conduct for which such person's liability has been eliminated under the corporation's articles of incorporation; and

(ii) His or her written undertaking to repay any funds advanced if it is ultimately determined that the director or officer is not entitled to indemnification under this Article or the Code. This undertaking to repay must be an unlimited general obligation of the director or officer but need not be secured and may be accepted without reference to the financial ability of the director or officer to make repayment.

Authorizations for expense advancements shall be made:

(i) By the board of directors:

(a) by a majority vote of a quorum consisting of disinterested directors, or

(b) if such a quorum is not obtainable (or is obtainable and a majority vote of a quorum of disinterested directors so directs), by independent legal counsel in a written opinion; or

(ii) By a majority vote of the shareholders; however, shares owned or voted under the control of a director or officer who at the time does not qualify as a disinterested director or disinterested officer with respect to the proceeding may not be voted on the authorization.

8.03 Court-Ordered Indemnification and Advances for Expenses

A director or officer who is a party to a proceeding because he or she is a director or officer may apply for indemnification or advance for expenses to the court conducting the proceeding or to another court of competent jurisdiction. Pursuant to the Code, after receipt of an application and after giving any notice it considers necessary, the court shall:

(i) Order indemnification or advance for expenses if it determines that the director or officer is entitled to indemnification; or

(ii) Order indemnification or advance for expenses if it determines, in view of all the relevant circumstances, that it is fair and reasonable to indemnify the director or officer, or to advance expenses to the director or officer, even if the director or officer has not met the relevant standard of conduct, failed to comply with the requirements for advance of expenses, or was adjudged liable on the basis that personal benefit was improperly received by him or her, whether or not involving action in his or her official capacity. However, if the director or officer was adjudged so liable, the indemnification shall be

limited to reasonable expenses incurred in connection with the proceeding.

If the court determines that the director or officer is entitled to indemnification or advance for expenses, it may also order the corporation to pay the director's or officer's reasonable expenses to obtain court-ordered indemnification or advance for expenses.

8.04 Determination and Authorization of Indemnification

The corporation acknowledges that indemnification of a director or officer according to these bylaws has been pre-authorized by the corporation as permitted by the Code. Nevertheless, the corporation shall not indemnify a director or officer under these bylaws unless a determination has been made for the specific proceeding that indemnification of the director or officer is permissible in the circumstances because he or she has met the relevant standard of conduct set forth in the Basic Indemnification Arrangement. However, regardless of the result or absence of any such determination, the corporation shall indemnify a director or officer who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which he or she was a party because he or she was a director or officer of the corporation against reasonable expenses incurred by the director or officer in connection with the proceeding.

The determination of indemnification shall be made:

(i) by the board of directors:

  (a) by a majority vote of a quorum consisting of disinterested directors; or

  (b) if such a quorum is not obtainable or is obtainable and a majority vote of a quorum of disinterested directors so directs, by independent legal counsel in a written opinion; or

(ii) by a majority vote of the shareholders, but shares owned by or voted under the control of a director or officer who at the time does not qualify as a disinterested director or disinterested officer may not be voted on the determination.

As acknowledged above, the corporation has pre-authorized the indemnification of directors and officers hereunder, subject to a determination for a specific proceeding that the director or officer met the relevant standard of conduct under the Basic Indemnification Arrangement. Consequently, no further decision need or shall be made on a case-by-case basis as to the authorization of the corporation's indemnification of directors or officers hereunder. Nevertheless, evaluation as to reasonableness of expenses of a director or officer for a specific proceeding shall be made in the same manner as the determination that indemnification is permissible, except that if there are fewer than two disinterested directors or if the determination is made by special legal counsel, evaluation as to reasonableness of expenses shall be made by the Board of Directors, the members of which may or may not be disinterested.

8.05 Indemnification of Employees and Agents

The corporation may indemnify and advance expenses under these bylaws to an employee or agent of the corporation who is not a director or officer to the extent, consistent with public policy, that such indemnification and advances may be provided to a director or officer.

8.06 Shareholder Approved Indemnification

If authorized by the articles of incorporation, the bylaws, or by a contract or resolution

approved or ratified by the shareholders of the corporation by a majority of the votes entitled to be cast, the corporation may indemnify or obligate itself to indemnify a director or officer made a party to a proceeding, including a proceeding brought by or in the right of the corporation, without regard to the limitations in other sections of these bylaws, but shares owned or voted under the control of a director or officer who at the time of such authorization does not qualify as a disinterested director or disinterested officer with respect to any existing or threatened proceeding that would be covered by the authorization may not be voted on the authorization.

Nevertheless, the corporation shall not indemnify a director or officer under this bylaw for any liability incurred in a proceeding in which the director or officer is adjudged liable to the corporation or is subjected to injunctive relief in favor of the corporation:

(i) for any appropriation, in violation of his or her duties, of any business opportunity of the corporation,

(ii) for acts or omissions which involve intentional misconduct or a knowing violation of law,

(iii) for assenting to an unlawful distribution as defined in the Code, or

(iv) for any transaction from which he or she received an improper personal benefit.

Where approved or authorized according to this bylaw, the corporation may advance or reimburse expenses incurred in advance of final disposition of the proceeding only if

(i) The director or officer furnishes the corporation a written affirmation of his or her good faith belief that his or her conduct does not constitute behavior of the kind described in this bylaw which would prevent indemnification; and

(ii) The director or officer furnishes the corporation a written undertaking, executed personally or on his or her behalf, to repay any advances if it is ultimately determined that he or she is not entitled to indemnification under this bylaw.

8.07 Insurance

The corporation may purchase and maintain insurance on behalf of an individual

(i) who is a director, officer, employee, or agent of the corporation, or

(ii) who, while a director, officer, employee, or agent of the corporation, serves at the corporation's request as a director, officer, partner, trustee, employee or agent of another domestic or foreign corporation, partnership, joint venture, trust, employee benefit plan, or other entity

against liability asserted against or incurred by him or her in that capacity or arising from his or her status as a director, officer, employee, or agent, whether or not the corporation would have power to indemnify or advance expenses to him or her against the same liability under these bylaws or the Code.

8.09 Witness Fees

Nothing in these bylaws shall limit the corporation's power to pay or reimburse expenses incurred by a director or officer in connection with his or her appearance as a witness in a proceeding at a time when he or she is not a party.

8.10 Report to Shareholders

To the extent and in the manner required by the Code from time to time, if the corporation indemnifies or advances expenses to a director or officer in connection with a proceeding by or in the right of the corporation, the corporation shall report the indemnification or advance to the shareholders.

8.11 Effect of Amendments

No amendment, modification, or rescission of these bylaws, or any provision of the bylaws, the effect of which would diminish the rights to indemnification or advancement of expenses as set forth herein shall be effective as to any person with respect to any action taken or omitted by such person prior to such amendment, modification or rescission.

Article IX. Stock Certificates

9.01 Authorization and Issuance

In accordance with the Code, the Board of Directors may authorize shares of any class or series provided for in the corporation's Articles of Incorporation to be issued for any consideration valid under the provisions of the Code. To the extent provided in the Articles of Incorporation, the Board of Directors shall determine the preferences, limitations, and relative rights of the shares.

9.02 Form

The interest of each shareholder in the corporation shall be evidenced by a certificate or certificates representing shares of the corporation which shall be in such form as the Board of Directors from time to time may adopt. Share certificates shall be numbered consecutively, shall be in registered form, shall indicate the date of issuance, the name of the corporation, that it is organized under the laws of the state of incorporation, the name of the shareholder, the number and class of shares, and the designation of the series, if any, represented by the certificate. Each certificate shall be signed by any one of the President, a Vice President, the Secretary, or the Treasurer. The corporate seal need not be affixed.

9.03 Registered Shareholders

Prior to due presentation for transfer of registration of its shares, the corporation may treat the registered owner of the shares as the person exclusively entitled to vote the shares, to receive any share dividend or distribution with respect to the shares, and for all other purposes. The corporation shall not be bound to recognize any equitable or other claim to or interest in the shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

9.04 Transfer of Shares

Transfers of shares shall be made upon the transfer books of the corporation, kept at the principle office of the corporation (or at the office of the transfer agent designated to transfer the shares, if any) only upon direction of the person named in the certificate, or by his or her attorney lawfully constituted in writing. Before a new certificate is issued, the old certificate shall be surrendered for cancellation or, in the case of a certificate alleged to have been lost, stolen, or destroyed, the requirements of the bylaw governing lost, stolen, or destroyed certificates shall have been met.

9.05 Record Date

For the purpose of determining shareholders entitled to notice of a shareholders' meeting, to

demand a special meeting, to vote, or to take any other action, the Board of Directors may fix a future date as the record date, which date shall be not more than seventy (70) days prior to the date on which the particular action requiring a determination of shareholders is to be taken. A determination of shareholders entitled to notice of or to vote at a shareholders' meeting is effective for any adjournment of the meeting unless the Board of Directors fixes a new record date, which it must do if the meeting is adjourned to a date more than 120 days after the date fixed for the original meeting. If no record date is fixed by the Board of Directors, the record date shall be determined in accordance with the provisions of the Code.

For the purpose of determining shareholders entitled to a distribution (other than one involving a purchase, redemption, or other reacquisition of the corporation's shares) or a share dividend, the Board of Directors may fix a date as the record date, if no record date is fixed by the Board of Directors, the record date shall be determined in accordance with the provisions of the Code.

9.06 Lost, Stolen, or Destroyed Certificates

Any person claiming a share certificate to be lost, stolen, or destroyed shall make an affidavit or affirmation of the fact in the manner required by the Board of Directors and, if the Board of Directors requires, shall give the corporation a bond of indemnity in form and amount, and with one or more sureties satisfactory to the Board of Directors, as the Board of Directors may require, whereupon an appropriate new certificate may be issued in lieu of the one alleged to have been lost, stolen or destroyed.

Article X. Miscellaneous

10.01 Fiscal Year

The fiscal year of the corporation shall be a twelve-month period, beginning January 1 and ending on December 31 each year, unless the Board of Directors, by resolution, fixes the fiscal year as an other time period.

10.02 Corporate Seal

If the Board of Directors determines that there should be a corporate seal for the corporation, it shall be in the form as the Board of Directors may from time to time determine.

10.03 Corporate Records

The Board of Directors shall have the power to determine which accounts, books, and records of the corporation shall be opened to the inspection of the shareholders, except those as may by law specifically be made open to inspection. The Board of Directors shall have the power to fix reasonable rules and regulations not in conflict with the applicable law for the inspection of accounts, books, and records which by law or by determination of the Board of Directors shall be open to inspection.

10.04 Annual Financial Statements

In accordance with the Code, the corporation shall prepare and provide to the shareholders such financial statements as may be required by the Code.

10.05 Amendments

The Board of Directors shall have the power to alter, amend, or repeal these bylaws or adopt new bylaws, but any bylaws adopted by the Board of Directors may be altered, amended, or repealed,

and new bylaws adopted, by the shareholders. The shareholders may prescribe, by expressing in the action they take in adopting or amending any bylaw or bylaws, that the bylaw or bylaws so adopted or amended shall not be altered, amended or repealed by the Board of Directors.

10.06 Conflict with Articles of Incorporation or Law; Severability

In the event that any provision of these bylaws conflicts with any provision of the Articles of Incorporation, the Articles of Incorporation shall govern. In the event that any of the provisions of these bylaws (including any provision within a single section, subsection, division or sentence) is held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions of the bylaws shall remain enforceable to the fullest extent permitted by law.

Applicant's Account No. _____

DSCB-BCL–204 (Rev. 8-72)

Filed this 12th day of April, 1982, A.D. XXXI

Commonwealth of Pennsylvania Department of State

Filing Fee: $75
AIB-7

82-17 1593

Articles of Incorporation– Domestic Business Corporation

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE
CORPORATION BUREAU

/s/ Illegible Signature

Secretary of the Commonwealth slg

In compliance with the requirements of section 294 of the Business Corporation Law, act of May 5, 1933 (P. L. 364) (15 P. S. §1204) the undersigned, desiring to be incorporated as a business corporation, hereby certifies (certify) that:

1. The name of the corporation is:

Southwood Psychiatric Hospital, Inc.

2. The location and post office address of the initial registered office of the corporation in this Commonwealth is:

110 Ft, Couch Road
(NUMBER) (STREET)
Pittsburgh Pennsylvania 15241
(CITY) (ZIP CODE)

3. The corporation is incorporated under the Business Corporation Law of the Commonwealth of Pennsylvania for the following purpose or purposes:

The corporation shall have unlimited power to engage in and do any or all lawful business for which corporations may be incorporated under the Business Corporation Law, Act of May 5, 1933, (P.L. 364), as amended, including, without limitation, the power to engage in manufacturing of any nature whatsoever.

4. The term for which the corporation is to exist is: Perpetual

5. The aggregate number of shares which the corporation shall have authority to issue is:

Five Hundred Thousand (500,000) shares of common stock, each such share having a par value of One Dollar ($1.00).

form 4

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DSCB-BCL–204 (Rev. 8-72)-2

6. The name(s) and post office address(es) of each incorporator(s) and the number and class of shares subscribed by such incorporator(s) is (are):

NAME	ADDRESS (Including street and number, If any)	NUMBER AND CLASS OF SHARES
Gregory A. Harbaugh	2990 U.S. Steel Building Pittsburgh, PA 15219	One (1) share, common

IN TESTIMONY WHEREOF, the incorporated(s) has (have) signed and sealed these Articles of Incorporation this 6th day of April, 1982.

(SEAL)

/s/ Gregory A. Harbaugh (SEAL)
Gregory A. Harbaugh

(SEAL)

INSTRUCTIONS FOR COMPLETION OF FORM:

A. For general instructions relating to the incorporation of business corporations see 19 Pa. Code Ch. 35 (relating to business corporations generally). These instructions relate to such matters as corporate name, stated purposes, term of existence, authorized share structure and related authority of the board of directors, inclusion of names of first directors in the Articles of Incorporation, optional provisions on cumulative voting for election of directors, etc.

B. One or more corporations or natural persons of full age may incorporate a business corporation.

C. Optional provisions required or authorized by law may be added as Paragraphs 7, 8, 9 ... etc.

D. The following shall accompany this form:

(1) Three copies of Form DSCB:BCL—206 (Registry Statement Domestic or Foreign Business Corporation).

(2) Any necessary copies of Form DSCB:17.2 (Consent to Appropriation of Name) or Form DSCB:17.3 (Consent to Use of Similar Name).

(3) Any necessary governmental approvals.

E. BCL §205 (15 Pa. S. §1205) requires that the incorporators shall advertise their intention to file or the corporation shall advertise the filing of articles of incorporation. Proofs of publication of such advertising should not be delivered to the Department, but should be filed with the minutes of the corporation.

82-17 1595

Commonwealth of Pennsylvania

Department of State

CERTIFICATE OF INCORPORATION

Office of the Secretary of the Commonwealth

To All to Whom These Presents Shall Come, Greeting:

Whereas, *Under the provisions of the Laws of the Commonwealth, the Secretary of the Commonwealth is authorized and required to issue a "Certificate of Incorporation" evidencing the incorporation of an entity.*

Whereas, *The stipulations and conditions of the Law have been fully complied with by*

SOUTHWOOD PSYCHIATRIC HOSPITAL, INC.

Therefore, Know Ye, *That subject to the Constitution of this Commonwealth, and under the authority of the Laws thereof, I do by these presents, which I have caused to be sealed with the Great Seal of the Commonwealth, declare and certify the creation, erection and incorporation of the above in deed and in law by the name chosen hereinbefore specified.*

Such corporation shall have and enjoy and shall be subject to all the powers, duties, requirements, and restrictions, specified and enjoined in and by the applicable laws of this Commonwealth.

Given *under my Hand and the Great Seal of the Commonwealth, at the City of Harrisburg, this 12th day of April in the year of our Lord one thousand nine hundred and eighty-two and of the Commonwealth the two hundred sixth*

/s/ Illegible Signature

Secretary of the Commonwealth

PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU

Statement of Change of Registered Office (15 Pa.C.S.)

Entity Number
000753684

- ☒ Domestic Business Corporation (§ 1507)
- ☐ Foreign Business Corporation (§ 4144)
- ☐ Domestic Nonprofit Corporation (§ 5507)
- ☐ Foreign Nonprofit Corporation (§ 6144)
- ☐ Domestic Limited Partnership (§ 8506]

Name

Document will be returned to the name and address you enter to the left

Address

ï

City State Zip Code

Fee: $52

Filed in the Department State on

/s/ Illegible Signature
Secretary of the Commonwealth

In compliance with the requirements of the applicable provisions of 15 Pa.CS. (relating to corporations and unincorporated associations), the undersigned corporation or limited partnership, desiring to effect a change of registered office, hereby states that:

1. The name is:
Southwood Psychiatric Hospital, Inc.

2. The (a) address of its initial registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:

(a) Number and street	City	State	Zip	County
110 FT. Couch Road	Pittsburgh	PA	15241	Pittsburgh

(b) Name of Commercial Registered Office Provider
c/o: County

3. *Complete part (a) or (b):*

(a) The address to which the registered office of the corporation or limited partnership in this Common wealth is this to be changed is:

Number and street City State Zip County

(b) The registered office of the corporation or limited partnership shall be provided by:

c/o: C T Corporation System Philadelphia
Name of Commercial Registered Office Provider County

DSCB:15-1507/4144/5507/6144/8506-2

4. *Strike out if a limited partnership:*

Such change was authorized by the Board of Directors of the corporation.

IN TESTIMONY WHEREOF, the undersigned has caused this Application for Registration to be signed by a duly authorized officer thereof this
20th day of May, 2003.

Southwood Psychiatric Hospital, lnc.
Name of Corporation/Limited Partnership

/s/ John Little
Signature

John Little, General Counsel
Title

Exhibit 3.98

SOUTHWOOD PSYCHIATRIC HOSPITAL, INC.

AMENDED AND RESTATED BYLAWS

Adopted as of January 22, 2001

Corporate Bylaws

Article I. Definitions

1.01 Code

The Code means the applicable titles, parts, chapters, sections, and other divisions of the state of incorporation's statutory scheme governing the formation and operation of corporations.

1.02 Record Date

Record Date means the date established under the Code on which the corporation determines the identity of its shareholders and their shareholdings. Such determination shall be made as of the close of business on the record date unless another time for doing so is specified when the record date is fixed.

1.03 Voting Group

Voting Group means all shares of one or more classes or series that under the articles of incorporation or the Code are entitled to vote and be counted together collectively on a matter at a meeting of the shareholders. All shares entitled by the articles of incorporation or the Code to vote generally on the matter are for that purpose a single voting group.

1.04 Corporation

Corporation includes any domestic or foreign predecessor entity of the corporation in a merger or other transaction in which the predecessor's existence ceased upon consummation of the transaction.

1.05 Director or Officer

Director or Officer means an individual who is or was (i) a member of the Board of Directors, (ii) an individual elected or appointed by the Board of Directors to serve as an officer, or (iii) a member of any duly constituted Committee of the Board of Directors. "Director" or "officer" includes, unless the context otherwise requires, the estate or personal representative of a director or officer.

1.06 Disinterested Director or Officer

"Disinterested Director" or "Disinterested Officer" means a director or officer who, with respect to a determination of the authorization or non-authorization of an expense advancement or of indemnification, is neither:

(i) the individual whose indemnification or expense advancement is the subject of the decision being made; nor

(ii) An individual having a familial, financial, professional, or employment relationship with the person whose indemnification or advance for expenses is the subject of the decision being made with respect to the proceeding, which relationship would, in the circumstances, reasonably be expected to exert an influence on the director's or officer's judgment when voting on the decision being made.

1.07 Liability

Liability means the obligation to pay a judgment, settlement, penalty, fine (including an excise tax assessed with respect to an employee benefit plan), or reasonable expenses incurred with respect to a proceeding.

1.08 Official Capacity

When used with respect to a director, Official Capacity means the office of director in the corporation. When used with respect to an officer, Official Capacity means the office in the corporation held by the officer. Official capacity does not include service for any other domestic or foreign corporation or any partnership, joint venture, trust, employee benefit plan, or other entity.

1.09 Party

Party includes an individual who was, is, or is threatened to be made a named defendant or respondent in a proceeding.

1.10 Proceeding

Proceeding means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitrative, or investigative and whether formal or informal.

Article II. Offices and Agents

2.01 Registered Office and Agent

The corporation shall maintain a registered office and have a registered agent, whose business office address is identical to that of the registered office, in its state of incorporation and in each state in which the corporation is qualified to do business.

2.02 Other Offices

In addition to its registered office, the corporation may have offices at any other place or places, within or without the state of incorporation, as the Board of Directors may from time to time select or as the business of the corporation may require or make desirable.

Article III. Meetings of the Shareholders

3.01 Annual Meetings

An annual meeting of the shareholders shall be held for the election of directors at such date, time, and place, either within or without the state of incorporation, as may be designated by resolution of the Board of Directors from time to time. Such resolution shall designate the date, time, and place of the meeting. Any other proper business may be transacted at the annual meeting. If an annual meeting is not held as provided in this bylaw, any business, including the election of directors, that might properly have been acted upon at that meeting may be acted upon at a special meeting in lieu of the annual meeting held pursuant to these bylaws or held pursuant to a court order.

3.02 Special Meetings

Special meetings of the shareholders may be called for any purpose or purposes at any time by the Board of Directors, or by the President of the corporation, or by a Committee of the Board of Directors that has been duly designated and authorized by resolution of the Board of Directors to call such meetings. In addition, the Board of Directors shall call such a meeting upon the written request of shareholders holding at least twenty percent (20%) of all the votes entitled to be cast on the issue or issues proposed to be considered at the requested special meeting.

3.03 Quorum

With respect to shares entitled to vote as a separate voting group on a matter at a meeting of shareholders, the presence, in person or by proxy, of a majority of the votes entitled to be cast on the matter by the voting group shall constitute a quorum of that voting group for action on that matter unless the articles of incorporation or the Code provide otherwise. Once a share is represented for any purpose at a meeting, other than solely to object to holding the meeting or to transacting business at the meeting, it is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of the meeting unless a new record date is or must be set for the adjourned meeting pursuant to the bylaw governing the fixing of the record date with regard to shareholder action.

3.04 Adjournment and Reconvention

Whether or not a quorum is present to organize a meeting, any meeting of shareholders may be adjourned by the holders of a majority of the voting shares represented at the meeting to reconvene at a specific time and place, but no later than 120 days after the date fixed for the original meeting unless the requirements of the Code concerning the selection of a new record date have been met. At any reconvened meeting within that time period, any business may be transacted that could have been transacted at the meeting that was adjourned.

3.05 Presiding Officer

The Chief Executive Officer shall serve as the Presiding Officer of every meeting of shareholders unless another person is elected by the shareholders to serve as Presiding Officer at the meeting. The Presiding Officer shall appoint any persons he deems required to assist with the meeting.

3.06 Vote Required for Action

If a quorum exists, action on a matter (other than the election of directors) by a voting group is approved if the votes cast within the voting group favoring the action exceed the votes cast opposing the action, unless the articles of incorporation, provisions of these bylaws validly adopted by the shareholders, or the Code requires a greater number of affirmative votes. If the articles of incorporation or the Code provide for voting by two or more voting groups on a matter, action on that matter is taken only when voted upon by each of those voting groups counted separately. Action may be taken by one voting group on a matter even though no action is taken by another voting group entitled to vote on the matter. With regard to the election of directors, unless otherwise provided in the articles of incorporation, if a quorum exists, action on the election of directors is taken by a plurality of the votes cast by the shares entitled to vote in the election.

3.07 Shares Held by Another Corporation

Shares standing in the name of another corporation, domestic or foreign, may be voted by such officer, agent, or proxy as the by-laws of such other corporation may prescribe, or, in the absence of such a provision, as the board of directors of such other corporation may determine.

3.08 Method of Voting Shares

Unless the articles of incorporation or the Code provide otherwise, each outstanding share having voting rights shall be entitled to one vote on each matter submitted to a vote at a meeting of the shareholders. Voting on all matters shall be by voice vote or by show of hands unless any qualified voter, prior to the voting on any matter, demands vote by ballot, in which case each ballot shall state the name of the shareholder voting and the number of shares voted by him, and if the ballot be cast by proxy, it shall also state the name of the proxy.

3.09 Proxies

A shareholder entitled to vote on a matter may vote in person or by proxy pursuant to an appointment of proxy executed in writing by the shareholder or by his attorney-in-fact. An appointment of proxy shall be valid for only one meeting to be specified therein, and any adjournments of such meeting, but shall not be valid for more than eleven months unless expressly provided therein. Appointments of proxy shall be dated and filed with the records of the meeting to which they relate. If the validity of any appointment of proxy is questioned, it must be submitted to the secretary of the meeting of shareholders for examination or to a proxy officer or committee appointed by the meeting's presiding officer. The secretary of the meeting or, if appointed, the proxy officer or committee, shall determine the validity or invalidity of any appointment of proxy submitted for examination. Reference in the minutes of the meeting by the secretary or, if appointed, the proxy officer or committee, as to the regularity of an appointment of proxy shall be received as prima facie evidence of the facts stated for the purpose of establishing the presence of a quorum at the meeting and for all other purposes.

3.10 Action Without a Meeting

Any action required or permitted to be taken at a meeting of the shareholders, may be taken without a meeting if the action is taken by all shareholders entitled to vote on the action. Or, if allowed by the articles of incorporation, such action may be taken without a meeting by persons who would be entitled to vote shares having voting power to cast not less than the minimum number (or numbers, in the case of voting by groups) of votes that would be necessary to authorize or take the action at a meeting at which all shareholders entitled to vote were present and voted. The action without a meeting must be evidenced by one or more written consents describing the action taken, signed by shareholders entitled to take action without a meeting, and delivered to the corporation for inclusion in the minutes or filing with the corporate records. The corporation shall give written notice of actions so taken.

3.11 Notice

Unless waived as contemplated in these bylaws, a notice of each meeting of shareholders, stating the date, time, and place of the meeting shall be given not less than ten (10) days nor more than sixty (60) days before the date thereof, to each shareholder entitled to vote at that meeting. In the case of an annual meeting, the notice need not state the purpose or purposes of the meeting unless the articles of incorporation or the Code requires otherwise. In the case of a special meeting, including a special meeting in lieu of an annual meeting, the notice of meeting shall state the purpose or purposes for which the meeting is called.

Article IV. Board of Directors

4.01 Powers

All corporate powers, which are lawful and do not violate any legal agreement among shareholders and which are not prohibited by the articles of incorporation or these bylaws, shall be exercised by or under the authority of, and the business and affairs of the corporation shall be managed under, the direction of the Board of Directors. The Board of Directors may, by resolution, vote any shares of stock owned by the corporation. Also, the Board of Directors from time to time in its discretion may authorize or declare distributions or share dividends in accordance with the Code.

4.02 Number

The number and composition of the corporation's Board of Directors shall initially be that which is specified in the articles of incorporation. If the articles of incorporation do not specify the number and composition of the Board of Directors, then the Board of Director's shall consist of one member, the

Chief Executive Officer of the corporation. Thereafter, the number and composition of the Board of Directors may be changed from time to time by an action of the shareholders.

4.03 Election

Except as provided for in the bylaw addressing vacancies in the Board of Directors, the Directors shall be elected by a vote of the shareholders at each annual meeting of shareholders or special meeting in lieu of the annual meeting.

4.04 Term of Office

Except in the case of death, written resignation, retirement, disqualification, or removal, each director shall serve until the next succeeding annual meeting or special meeting in lieu of an annual meeting and thereafter until his successor is elected and qualifies or until the number of directors is decreased.

4.05 Removal

One or more directors may be removed from office with or without cause by the shareholders by a majority of the votes entitled to be cast. If the director was elected by a voting group, only the shareholders of that voting group may participate in the vote to remove him. Removal action may be taken at any meeting of shareholders with respect to which the notice stated that the purpose, or one of the purposes, of the meeting is removal of the director, and a removed director's successor may be elected at the same meeting.

4.06 Vacancies

A vacancy occurring in the Board of Directors, other than by reason of an increase in the number of directors, shall be filled for the unexpired term by the first to take action of (a) the shareholders or (b) the Board of Directors, and if the directors remaining in office constitute fewer than a quorum of the Board of Directors, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office. If the vacant office was held by a director elected by a voting group, only the holders of shares of that voting group or the remaining directors elected by that voting group are entitled to vote to fill the vacancy. A vacancy occurring in the Board of Directors by reason of an increase in the number of directors shall be filled in like manner as any other vacancy, but, if filled by action of the Board of Directors, shall only be for a term of office continuing until the next election of directors by the shareholders and until the election and qualification of a successor.

4.07 Committees

The Board of Directors, by resolution, may designate from among its members an executive committee and one or more other committees, each consisting of one or more directors all of whom serve at the pleasure of the Board of Directors. Except as limited by the Code, each committee shall have the authority set forth in the resolution establishing the committee. The provisions of these bylaws as to the Board of Directors and its deliberations shall be applicable to any committee of the Board of Directors. All decisions and actions of any committee created by these bylaws or resulting from the authority granted by these bylaws, shall be subject to the discretionary review and approval of the Board of Directors.

4.08 Compensation

Unless the articles of incorporation provide otherwise, the Board of Directors may determine from time to time the compensation, if any, directors may receive for their services as directors. A

director may also serve the corporation in a capacity other than that of director and receive compensation, as determined by the Board of Directors, for services rendered in such other capacity.

Article V. Meetings of the Board of Directors

5.01 Regular Meetings

Regular meetings of the Board of Directors shall be held immediately after the annual meeting of shareholders or a special meeting in lieu of the annual meeting. In addition, the Board of Directors may schedule other meetings to occur at regular intervals throughout the year.

5.02 Special Meetings

Special meetings of the Board of Directors may be called by or at the request of the Chief Executive Officer of the corporation, by the sole director of the board or, if the board consists of more than one director, by any two directors in office at that time.

5.03 Quorums

Unless a greater number is required by the articles of incorporation, these bylaws, or the Code, a quorum of the Board of Directors consists of a majority of the total number of directors.

5.04 Adjournments

Whether or not a quorum is present to organize a meeting, any meeting of directors (including an adjourned meeting) may be adjourned by a majority of the directors present to reconvene at a specific time and place. At any reconvened meeting, any business may be transacted that could have been transacted at the meeting that was adjourned. It shall not be necessary to give any notice of the reconvened meeting or of the business to be transacted, if the date, time and place of the reconvened meeting are announced at the meeting that was adjourned.

5.05 Action Without a Meeting

Unless the Code, the articles of incorporation, or these bylaws provide otherwise, any action required or permitted to be taken at any meeting of the Board of Directors, or any action that may be taken at a meeting of an authorized committee of the Board of Directors, may be taken without a meeting if the action is taken by all the members of the Board of Directors (or of the committee, as the case may be). The action must be evidenced by one or more written consents describing the action taken, signed by each director (or each director serving on the committee, as the case may be), and delivered to the corporation for inclusion in the minutes or filing with the corporate records.

5.06 Meetings by Telephone

Any or all directors may participate in a meeting of the Board of Directors, and members of an authorized committee of the Board of Directors may participate in a meeting of the committee {as the case may be), through the use of any means of communication by which all directors participating may simultaneously hear each other during the meeting.

5.07 Place of Meetings

Directors may hold their meetings at any place within or without the state of incorporation, as the Board of Directors may from time to time establish for regular meetings or as set forth in the notice of special meetings or, in the event of a meeting held pursuant to waiver of notice, as set forth in the waiver.

5.08 Notice of Meetings

No notice shall be required for any regularly scheduled meeting of the directors. Unless waived as contemplated in these bylaws, each director shall be given at least five day's notice of each special meeting stating the date, time, and place of the meeting. It is not required that the purpose of a Directors' meeting be stated in any notice of such a meeting, whether the meeting is a regular or a special meeting.

5.09 Vote Required for Action

If a quorum is present when a vote is taken, the affirmative vote of a majority of directors present is the act of the Board of Directors unless the Code, the articles of incorporation, or these bylaws require the vote of a greater number of directors.

A director who is present at a meeting of the Board of Directors, or an authorized committee of the Board of Directors, when corporate action is taken is deemed to have assented to the action taken unless:

(i) he objects at the beginning of the meeting (or promptly upon his arrival) to holding the meeting or to transacting business at the meeting,

(ii) his dissent or abstention from the action taken is entered in the minutes of the meeting, or

(iii) he delivers written notice of his dissent or abstention to the presiding officer of the meeting before its adjournment or to the corporation immediately after adjournment of the meeting.

The right of dissent or abstention is not available to a director who votes in favor of the action taken.

Article VI. Shareholder and Director Notices

6.1 Delivery of Notice

Whenever these bylaws require notice to be given to any shareholder or director, the notice shall be given in accordance with this bylaw. Notice under these bylaws shall be in writing unless oral notice is reasonable under the circumstances. Any notice to directors may be written or oral. Notice may be communicated in person, by telephone, telegraph, teletype, other form of wire or wireless communication, or by mail or private carrier. If these forms of personal notice are impracticable, notice may be communicated by a newspaper of general circulation in the area where published, or by radio, television, or other form of public broadcast communication. Written notice to the shareholders, if in a comprehensible form, is effective when mailed, if mailed with first-class postage prepaid and correctly addressed to the shareholder's address shown in the corporation's current record of shareholders.

6.2 When Effective

Except as otherwise provided in this bylaw, written notice, if in a comprehensible form, is effective at the earliest of the following:

(i) when received or when delivered, properly addressed, to the addressee's last known

principal place of business or residence;

(ii) five days after deposit in the mail, as evidenced by the postmark, if mailed with first-class postage prepaid and correctly addressed, or

(iii) on the date shown on the return receipt, if sent by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee.

Oral notice is effective when communicated if communicated in a comprehensible manner.

In calculating time periods for notice, when a period of time measured in days, weeks, months, years, or other measurement of time is prescribed for the exercise of any privilege or the discharge of any duty, the first day shall not be counted but the last day shall be counted.

6.3 Waiver

A shareholder or director may waive any notice before or after the date and time stated in the notice. Except as provided in this bylaw, the waiver must be in writing, be signed by the shareholder or director entitled to the notice, and be delivered to the corporation for inclusion in the minutes or filing with the corporate records.

A shareholder's attendance at a meeting (i) waives objection to lack of notice or defective notice of the meeting, unless the shareholder at the beginning of the meeting objects to holding the meeting or transacting business at the meeting; and (ii) waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the shareholder objects to considering the matter when it is presented.

A director's attendance at or participation in a meeting waives any required notice to him of the meeting unless the director at the beginning of the meeting (or promptly upon his arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Unless required by the Code, neither the business transacted nor the purpose of the meeting need be specified in the waiver.

6.4 Notice Following Adjournment

If notice of an adjourned meeting of the shareholders or of the directors was properly given, it shall not be necessary to give any notice of the reconvened meeting or of the business to be transacted, if the date, time and place of the reconvened meeting are announced at the meeting that was adjourned and before adjournment; provided, however, that if a new record date of shares is or must be fixed, notice of the reconvened meeting must be given to persons who are shareholders as of the new record date.

Article VII. Officers

7.01 Number

The officers of the corporation shall consist of a Board Chairman, a President, a Secretary, a Treasurer, and any other officers as may be appointed by the Board of Directors or by an other duly appointed officer pursuant to these bylaws. The Board of Directors shall from time to time create and establish the duties of the other officers. Any two or more offices may be held by the same person.

7.02 Chairman of Board

The Chairman of the Board of Directors shall preside at all meetings of the Board of Directors and shall have authority to execute bonds, mortgages, and other contracts requiring a seal, under the seal of the corporation; to endorse, when sold, assigned, transferred, or otherwise disposed of by the corporation, all certificates or shares of stock, bonds, or other securities issued by other corporations, associations, trusts, whether public or private, or by any government agency thereof, and owned or held by the corporation, and to make, execute, and deliver all instruments or assignments of transfer of any such stocks, bonds, or other securities. The Chairman of the Board may, with the approval of the Board of Directors, or shall, at the direction of the Board of Directors, delegate any or all of such duties to the President.

7.03 President

The President shall be the Chief Executive Officer of the corporation and shall have general supervision of the business of the corporation. The President shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall perform such other duties as may from time to time be delegated by the Board of Directors. In the absence of the Chairman of the Board, the President shall have authority to do any and all things delegated to the Chairman of the Board of Directors.

7.04 Vice President

In the absence or disability of the President, or at the direction of the President, the Vice President, if any, shall perform the duties and exercise the powers of the President. If the corporation has more than one Vice President, the one designated by the Board of Directors shall act in lieu of the President. Vice Presidents shall perform whatever duties and have whatever powers the Board of Directors may from time to time assign.

7.05 Secretary

The Secretary shall be responsible for preparing minutes of the acts and proceedings of all meetings of the shareholders, the Board of Directors, and any Committees thereof. The Secretary shall have authority to give all notices required by the Code or these bylaws. The Secretary shall be responsible for the custody of the corporate books, records, contracts, and other documents. The Secretary may affix the corporate seal to any lawfully executed documents and shall sign any instruments as may require his or her signature. The Secretary shall authenticate records of the corporation. The Secretary shall perform whatever additional duties and have whatever additional powers the Board of Directors may from time to time assign. In the absence or disability of the Secretary or at the direction of the President, any assistant secretary may perform the duties and exercise the powers of the Secretary.

7.06 Treasurer

The Treasurer shall be responsible for the custody of all funds and securities belonging to the corporation and for the receipt, deposit, or disbursement of funds and securities under the direction of the Board of Directors. The Treasurer shall cause to be maintained full and true accounts of all receipts and disbursements and shall make reports of the same to the Board of Directors and the President upon request. The Treasurer shall perform all duties as may be assigned to him from time to time by the Board of Directors.

7.07 Appointment, Term, and Removal

All officers shall be appointed by the Board of Directors or by a duly appointed officer pursuant to these bylaws and shall serve at the pleasure of the Board of Directors or the appointing officers, as the case may be. All officers, however appointed, may be removed with or without cause by the Board of Directors, and any officer appointed by another officer may also be removed by the appointing officer with or without cause.

7.08 Compensation

The compensation of ail officers of the corporation appointed by the Board of Directors shall be fixed by the Board of Directors.

7.09 Bonds

The Board of Directors may, by resolution, require any or all of the officers, agents, or employees of the corporation to give bonds to the corporation, with sufficient surety or sureties, conditioned on the faithful performance of the duties of their respective offices or positions, and to comply with any other conditions as from time to time may be required by the Board of Directors.

Article VIII. Indemnification

8.01 Basic Indemnification Arrangement

Except as provided in these bylaws, the corporation shall indemnify an individual who is a party to a proceeding because he or she is or was a director or officer against liability incurred in the proceeding if:

(i) Such Director or Officer conducted himself in good faith and reasonably believed:

(a) In the case of conduct in his or her official capacity, that such conduct was in the best interests of the corporation;

(b) In all other cases, that such conduct was at least not opposed to the best interests of the corporation; and

(c) In the case of any criminal proceeding, that the individual had no reasonable cause to believe such conduct was unlawful, or

(ii) Such Director's or Officer's conduct with respect to an employee benefit plan, which is the subject of the proceeding, was for a purpose he believed in good faith to be in the interests of the participants in and beneficiaries of the plan.

The termination of a proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent is not, of itself, determinative that the director or officer did not meet the requisite standard of conduct described in this bylaw.

The corporation may not indemnify a director or officer under this Article:

(i) In connection with a proceeding by or in the right of the corporation, except for reasonable expenses incurred in connection with the proceeding if it is determined that the director or officer has met the requisite standard of conduct under this bylaw; or

(ii) In connection with any proceeding with respect to conduct for which he or she was adjudged liable on the basis that personal benefit was improperly received by him or her, whether or not involving action in his or her official capacity.

8.02 Advances for Expenses

The corporation may, before final disposition of a proceeding, advance funds to pay for or reimburse the reasonable expenses, including counsel fees, incurred by a director or officer who is a party to a proceeding because he or she is a director or officer if he or she delivers to the corporation:

(i) A written affirmation of his or her good faith belief that he or she has met the requisite standard of conduct described in the Basic Indemnification Arrangement bylaw or that the proceeding involves conduct for which such person's liability has been eliminated under the corporation's articles of incorporation; and

(ii) His or her written undertaking to repay any funds advanced if it is ultimately determined that the director or officer is not entitled to indemnification under this Article or the Code. This undertaking to repay must be an unlimited general obligation of the director or officer but need not be secured and may be accepted without reference to the financial ability of the director or officer to make repayment.

Authorizations for expense advancements shall be made:

(i) By the board of directors:

(a) by a majority vote of a quorum consisting of disinterested directors, or

(b) if such a quorum is not obtainable (or is obtainable and a majority vote of a quorum of disinterested directors so directs), by independent legal counsel in a written opinion; or

(ii) By a majority vote of the shareholders; however, shares owned or voted under the control of a director or officer who at the time does not qualify as a disinterested director or disinterested officer with respect to the proceeding may not be voted on the authorization.

8.03 Court-Ordered Indemnification and Advances for Expenses

A director or officer who is a party to a proceeding because he or she is a director or officer may apply for indemnification or advance for expenses to the court conducting the proceeding or to another court of competent jurisdiction. Pursuant to the Code, after receipt of an application and after giving any notice it considers necessary, the court shall:

(i) Order indemnification or advance for expenses if it determines that the director or officer is entitled to indemnification; or

(ii) Order indemnification or advance for expenses if it determines, in view of all the relevant circumstances, that it is fair and reasonable to indemnify the director or officer, or to advance expenses to the director or officer, even if the director or officer has not met the relevant standard of conduct, failed to comply with the requirements for advance of expenses, or was adjudged liable on the basis that personal benefit was improperly received by him or her, whether or not involving action in his or her official capacity. However, if the director or officer was adjudged so liable, the indemnification shall be

limited to reasonable expenses incurred in connection with the proceeding.

If the court determines that the director or officer is entitled to indemnification or advance for expenses, it may also order the corporation to pay the director's or officer's reasonable expenses to obtain court-ordered indemnification or advance for expenses.

8.04 Determination and Authorization of Indemnification

The corporation acknowledges that indemnification of a director or officer according to these bylaws has been pre-authorized by the corporation as permitted by the Code. Nevertheless, the corporation shall not indemnify a director or officer under these bylaws unless a determination has been made for the specific proceeding that indemnification of the director or officer is permissible in the circumstances because he or she has met the relevant standard of conduct set forth in the Basic Indemnification Arrangement. However, regardless of the result or absence of any such determination, the corporation shall indemnify a director or officer who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which he or she was a party because he or she was a director or officer of the corporation against reasonable expenses incurred by the director or officer in connection with the proceeding.

The determination of indemnification shall be made:

(i) by the board of directors:

  (a) by a majority vote of a quorum consisting of disinterested directors; or

  (b) if such a quorum is not obtainable or is obtainable and a majority vote of a quorum of disinterested directors so directs, by independent legal counsel in a written opinion; or

(ii) by a majority vote of the shareholders, but shares owned by or voted under the control of a director or officer who at the time does not qualify as a disinterested director or disinterested officer may not be voted on the determination.

As acknowledged above, the corporation has pre-authorized the indemnification of directors and officers hereunder, subject to a determination for a specific proceeding that the director or officer met the relevant standard of conduct under the Basic Indemnification Arrangement. Consequently, no further decision need or shall be made on a case-by-case basis as to the authorization of the corporation's indemnification of directors or officers hereunder. Nevertheless, evaluation as to reasonableness of expenses of a director or officer for a specific proceeding shall be made in the same manner as the determination that indemnification is permissible, except that if there are fewer than two disinterested directors or if the determination is made by special legal counsel, evaluation as to reasonableness of expenses shall be made by the Board of Directors, the members of which may or may not be disinterested.

8.05 indemnification of Employees and Agents

The corporation may indemnify and advance expenses under these bylaws to an employee or agent of the corporation who is not a director or officer to the extent, consistent with public policy, that such indemnification and advances may be provided to a director or officer.

8.06 Shareholder Approved Indemnification

If authorized by the articles of incorporation, the bylaws, or by a contract or resolution

approved or ratified by the shareholders of the corporation by a majority of the votes entitled to be cast, the corporation may indemnify or obligate itself to indemnify a director or officer made a party to a proceeding, including a proceeding brought by or in the right of the corporation, without regard to the limitations in other sections of these bylaws, but shares owned or voted under the control of a director or officer who at the time of such authorization does not qualify as a disinterested director or disinterested officer with respect to any existing or threatened proceeding that would be covered by the authorization may not be voted on the authorization.

Nevertheless, the corporation shall not indemnify a director or officer under this bylaw for any liability incurred in a proceeding in which the director or officer is adjudged liable to the corporation or is subjected to injunctive relief in favor of the corporation:

(i) for any appropriation, in violation of his or her duties, of any business opportunity of the corporation,

(ii) for acts or omissions which involve intentional misconduct or a knowing violation of law,

(iii) for assenting to an unlawful distribution as defined in the Code, or

(iv) for any transaction from which he or she received an improper personal benefit.

Where approved or authorized according to this bylaw, the corporation may advance or reimburse expenses incurred in advance of final disposition of the proceeding only if

(i) The director or officer furnishes the corporation a written affirmation of his or her good faith belief that his or her conduct does not constitute behavior of the kind described in this bylaw which would prevent indemnification; and

(ii) The director or officer furnishes the corporation a written undertaking, executed personally or on his or her behalf, to repay any advances if it is ultimately determined that he or she is not entitled to indemnification under this bylaw.

8.07 Insurance

The corporation may purchase and maintain insurance on behalf of an individual

(i) who is a director, officer, employee, or agent of the corporation, or

(ii) who, while a director, officer, employee, or agent of the corporation, serves at the corporation's request as a director, officer, partner, trustee, employee or agent of another domestic or foreign corporation, partnership, joint venture, trust, employee benefit plan, or other entity

against liability asserted against or incurred by him or her in that capacity or arising from his or her status as a director, officer, employee, or agent, whether or not the corporation would have power to indemnify or advance expenses to him or her against the same liability under these bylaws or the Code.

8.09 Witness Fees

Nothing in these bylaws shall limit the corporation's power to pay or reimburse expenses incurred by a director or officer in connection with his or her appearance as a witness in a proceeding at a time when he or she is not a party.

8.10 Report to Shareholders

To the extent and in the manner required by the Code from time to time, if the corporation indemnifies or advances expenses to a director or officer in connection with a proceeding by or in the right of the corporation, the corporation shall report the indemnification or advance to the shareholders.

8.11 Effect of Amendments

No amendment, modification, or rescission of these bylaws, or any provision of the bylaws, the effect of which would diminish the rights to indemnification or advancement of expenses as set forth herein shall be effective as to any person with respect to any action taken or omitted by such person prior to such amendment, modification or rescission.

Article IX. Stock Certificates

9.01 Authorization and Issuance

In accordance with the Code, the Board of Directors may authorize shares of any class or series provided for in the corporation's Articles of Incorporation to be issued for any consideration valid under the provisions of the Code. To the extent provided in the Articles of Incorporation, the Board of Directors shall determine the preferences, limitations, and relative rights of the shares.

9.02 Form

The interest of each shareholder in the corporation shall be evidenced by a certificate or certificates representing shares of the corporation which shall be in such form as the Board of Directors from time to time may adopt. Share certificates shall be numbered consecutively, shall be in registered form, shall indicate the date of issuance, the name of the corporation, that it is organized under the laws of the state of incorporation, the name of the shareholder, the number and class of shares, and the designation of the series, if any, represented by the certificate. Each certificate shall be signed by any one of the President, a Vice President, the Secretary, or the Treasurer. The corporate seal need not be affixed.

9.03 Registered Shareholders

Prior to due presentation for transfer of registration of its shares, the corporation may treat the registered owner of the shares as the person exclusively entitled to vote the shares, to receive any share dividend or distribution with respect to the shares, and for all other purposes. The corporation shall not be bound to recognize any equitable or other claim to or interest in the shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

9.04 Transfer of Shares

Transfers of shares shall be made upon the transfer books of the corporation, kept at the principle office of the corporation (or at the office of the transfer agent designated to transfer the shares, if any) only upon direction of the person named in the certificate, or by his or her attorney lawfully constituted in writing. Before a new certificate is issued, the old certificate shall be surrendered for cancellation or, in the case of a certificate alleged to have been lost, stolen, or destroyed, the requirements of the bylaw governing lost, stolen, or destroyed certificates shall have been met.

9.05 Record Date

For the purpose of determining shareholders entitled to notice of a shareholders' meeting, to

demand a special meeting, to vote, or to take any other action, the Board of Directors may fix a future date as the record date, which date shall be not more than seventy (70) days prior to the date on which the particular action requiring a determination of shareholders is to be taken. A determination of shareholders entitled to notice of or to vote at a shareholders' meeting is effective for any adjournment of the meeting unless the Board of Directors fixes a new record date, which it must do if the meeting is adjourned to a date more than 120 days after the date fixed for the original meeting. If no record date is fixed by the Board of Directors, the record date shall be determined in accordance with the provisions of the Code.

For the purpose of determining shareholders entitled to a distribution (other than one involving a purchase, redemption, or other reacquisition of the corporation's shares) or a share dividend, the Board of Directors may fix a date as the record date, if no record date is fixed by the Board of Directors, the record date shall be determined in accordance with the provisions of the Code.

9.06 Lost, Stolen, or Destroyed Certificates

Any person claiming a share certificate to be lost, stolen, or destroyed shall make an affidavit or affirmation of the fact in the manner required by the Board of Directors and, if the Board of Directors requires, shall give the corporation a bond of indemnity in form and amount, and with one or more sureties satisfactory to the Board of Directors, as the Board of Directors may require, whereupon an appropriate new certificate may be issued in lieu of the one alleged to have been lost, stolen or destroyed.

Article X. Miscellaneous

10.01 Fiscal Year

The fiscal year of the corporation shall be a twelve-month period, beginning January 1 and ending on December 31 each year, unless the Board of Directors, by resolution, fixes the fiscal year as an other time period.

10.02 Corporate Seal

If the Board of Directors determines that there should be a corporate seal for the corporation, it shall be in the form as the Board of Directors may from time to time determine.

10.03 Corporate Records

The Board of Directors shall have the power to determine which accounts, books, and records of the corporation shall be opened to the inspection of the shareholders, except those as may by law specifically be made open to inspection. The Board of Directors shall have the power to fix reasonable rules and regulations not in conflict with the applicable law for the inspection of accounts, books, and records which by law or by determination of the Board of Directors shall be open to inspection.

10.04 Annual Financial Statements

In accordance with the Code, the corporation shall prepare and provide to the shareholders such financial statements as may be required by the Code.

10.05 Amendments

The Board of Directors shall have the power to alter, amend, or repeal these bylaws or adopt new bylaws, but any bylaws adopted by the Board of Directors may be altered, amended, or repealed,

and new bylaws adopted, by the shareholders. The shareholders may prescribe, by expressing in the action they take in adopting or amending any bylaw or bylaws, that the bylaw or bylaws so adopted or amended shall not be altered, amended or repealed by the Board of Directors,

10.06 Conflict with Articles of Incorporation or Law; Severability

In the event that any provision of these bylaws conflicts with any provision of the Articles of Incorporation, the Articles of Incorporation shall govern. In the event that any of the provisions of these bylaws (including any provision within a single section, subsection, division or sentence) is held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions of the bylaws shall remain enforceable to the fullest extent permitted by law.

The Indiana Secretary of State filing office certifies that this copy is on file in this office.

State of Indiana
Office of the Secretary of State

CERTIFICATE OF INCORPORATION

of

SUCCESS ACQUISITION CORPORATION

I, TODD ROKITA, Secretary of State of Indiana, hereby certify that Articles of Incorporation of the above For-Profit Domestic Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Corporation Law.

NOW, THEREFORE, with this document I certify that said transaction will become effective Thursday, February 13, 2003.

In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, February 13, 2003.

[SEAL]

/s/ Todd Rokita
TODD ROKITA,
SECRETARY OF STATE

2003021400186 / 2003021405468

Certification Number: 2011100437208

2003021400186

ARTICLES OF INCORPORATION
OF
SUCCESS ACQUISITION CORPORATION

ARTICLE ONE
Name, Duration, and Character of Business

The name of the corporation is Success Acquisition Corporation (hereinafter referred to as the "Corporation"). The duration of the Corporation shall be perpetual. The purpose for which the Corporation is organized is to provide behavioral healthcare and educational services and to transact any and all lawful business for which corporations may be incorporated under the laws of the State of Indiana, as may be amended from time to time.

ARTICLE TWO
Authorized Shares

The Corporation shall have authority to be exercised by the Board of Directors to issue not more than five hundred thousand (500,000) shares of capital stock, with no par value, all of which shall be designated "Common Stock." The Common Stock shall have unlimited voting rights and shall be entitled to receive the net assets of the Corporation upon dissolution.

ARTICLE THREE
Registered Office and Agent

The registered office of the Corporation, at the time of this filing, is located at 36 South Pennsylvania Street, Indianapolis, Indiana 46204. The registered agent of the Corporation at its registered office, at the time of this filing, is CT Corporation System.

ARTICLE FOUR
Incorporator

The name and address of the incorporator is as follows: John Little, 1705 Capital of Texas Highway South, Fifth Floor, Austin, Texas 78746.

ARTICLE FIVE
Principal Office

The mailing address of the principal office of the Corporation, at the time of this filing, is 3455 West Vermont, Indianapolis, Indiana 46222.

ARTICLE SIX
Limitation of Liability

6.1 Limitation of Liability. No person shall be liable to the Corporation for any loss or damage suffered by the Corporation because of any action taken or not taken by such person in his or her capacity as a member of the Board of Directors of the Corporation in good faith and in reliance upon (1) financial statements of the Corporation represented to such person to be correct by the chief executive officer or the chief financial officer of the Corporation, (2) financial statements of the Corporation certified by independent public accountants or independent certified public accountants fairly to present the financial condition of the Corporation in accordance with generally accepted accounting principles, (3) opinions of legal counsel to the Corporation, or (4) opinions of any engineers, appraisers or other experts whose professions give authority to the opinions so expressed by them. This section shall not be construed to subject any such person to liability to the Corporation for loss or damage suffered by the Corporation because of any other action taken or not taken by such person for which such person would not otherwise be liable to the Corporation under applicable common and statutory law.

6.2 Future Modification. Any repeal or modification of the provisions of this Article by the shareholders of the Corporation shall be prospective only, and shall not adversely affect any limitation on the liability of a director of the Corporation with respect to any act or omission prior to the effective date of such repeal or modification.

ARTICLE SEVEN
Indemnification

7.1 Definitions. Terms defined in Chapter 37 of the Indiana Business Corporation Law (Ind. Code §§ 23-1-37-1, et seq.) which are used in this Article 7 shall have the same definitions for purposes of this Article 7 as they have in such chapter of the Indiana Business Corporation Law.

7.2 Indemnification of Directors and Officers. The Corporation shall indemnify any person made or threatened to be made a party to any action, suit, or proceeding, whether civil or criminal, administrative or investigative, and whether formal or informal, by reason of the fact that he or she, his or her testator, or his or her intestate is or was a director or officer of the Corporation or of any corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise, whether or not for profit, which he or she served as such at the request of the Corporation (any such person made or threatened to be made such a party is hereinafter termed a "Qualifying Person"), against liability and the reasonable expenses, including attorneys' fees, actually incurred by him or her in connection with such action, suit, or proceeding, or in connection with any appeal therein, if: (i) his or her conduct was in good faith; (ii) he or she reasonably believed (a) in the case of conduct in his or her official capacity with the Corporation, that his or her conduct was in the Corporation's best interests, and (b) in all other cases, that his or her conduct was at least not opposed to the Corporation's best interests; and (iii) in the case of any criminal proceeding, he or she (a) had reasonable cause to believe his or her conduct was lawful, or (b) had no reasonable cause to believe his or her conduct was unlawful.

The Corporation shall pay for or reimburse the reasonable expenses incurred by a Qualifying Person in advance of final disposition of any such action, suit, or proceeding if the following occur: (i) the Qualifying Person furnishes to the Corporation a written affirmation of

his or her good faith belief that he or she has met the standard of conduct necessary for indemnification described in this Section 7.2 (the "Standard"); (ii) he or she furnishes the Corporation a written undertaking executed by him or her to repay any such advance if it is ultimately determined that he or she did not meet the Standard; and (iii) a determination is made that the facts then known to those making the determination would not preclude indemnification under this Section 7.2.

7.3 Other Employees or Agents of the Corporation. The Corporation may, in the discretion of the Board of Directors, fully or partially provide the same rights of indemnification and reimbursement as hereinabove provided for directors and officers of the Corporation to other individuals who are or were employees or agents of the Corporation or who are or were serving at the request of the Corporation as employees or agents of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other entity whether or not for profit.

7.4 Non-Exclusive Provision. The indemnification authorized under this Article 7 is in addition to all rights to indemnification granted by Chapter 37 of the Indiana Business Corporation Law (Ind. Code §§ 23-1-37-1, et seq.) and in no way limits the indemnification provisions of such Chapter.

ARTICLE EIGHT
Constituency Considerations

In discharging the duties of their respective positions and in determining what is believed to be in the best interests of the Corporation, the Board of Directors, committees of the Board of Directors, and individual directors, in addition to considering the effects of any action on the Corporation or its shareholders, may consider the interests of the employees, customers,

suppliers, and creditors of the Corporation and its subsidiaries, the communities in which offices or other establishments of the Corporation and its subsidiaries are located, and all other factors such directors consider pertinent; provided, however, that this Article shall be deemed solely to grant discretionary authority to the directors and shall not be deemed to provide to any constituency any right to be considered.

ARTICLE NINE
Board of Directors

The Board of Directors, at the time of this filing, consists of one member whose name and address is as follows: Kevin P. Sheehan, 1705 Capital of Texas Highway South, Fifth Floor, Austin, Texas 78746, who shall serve until a successor is duly elected and qualified.

ARTICLE TEN
Shareholder Action

Meetings of the shareholders of the Corporation shall be held at such place within or without the State of Indiana, as may be specified in the respective notices of such meeting. Any action which may be taken at a meeting of the shareholders may be taken without a meeting if, prior to such action, a consent in writing setting forth the action so taken shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof, in accordance with Indiana Code § 23-1-29-4, as amended, and such written consent is filed with the minutes of the proceedings of the shareholders.

The Indiana Secretary of State filing office certifies that this copy is on file in this office.

IN WITNESS WHEREOF, the undersigned, being the incorporator of the Corporation executes these Articles of Incorporation and verifies, subject to penalties for perjury, that the statements contained herein are true, this 13th day of February, 2003.

INCORPORATOR

/s/ John Little
John Little

Certification Number: 2011100437208

The Indiana Secretary of State filing office certifies that this copy is on file in this office.

State of Indiana
Office of the Secretary of State

CERTIFICATE OF ASSUMED BUSINESS NAME

of

SUCCESS ACQUISITION CORPORATION

I, TODD ROKITA, Secretary of State of Indiana, hereby certify that Certificate of Assumed Business Name of the above For-Profit Domestic Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Corporation Law.

Following said transaction the entity named above will be doing business under the assumed business name(s) of:

YFCS SUC
SUCCESS
SUCCESS GROUP HOME

NOW, THEREFORE, with this document I certify that said transaction will become effective Thursday, May 15, 2003.

In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, May 15, 2003.

[SEAL]

/s/ Todd Rokita
TODD ROKITA,
SECRETARY OF STATE

Certification Number: 2011100437208

The Indiana Secretary of State filing office certifies that this copy is on file in this office.

2003021400186

[SEAL]

CERTIFICATE OF ASSUMED BUSINESS NAME
(All Corporations)
State Form 30358 (R10, 1-02
State Board of Accounts Approved 2002

SUE ANNE GILROY
SECRETARY OF STATE
CORPORATIONS DIVISION

302 W Washington St **Rm E018**
Indianapolis IN 46204
Telephone: Illegible

Indiana Code 23-15-1-1, et seq

INSTRUCTIONS:

1. *This certificate must also be recorded in the office of County Recorder of each county in which a place of business or office is located.*
2. *FEES ARE PER CERTIFICATE. Please make check or money order payable to Indiana Secretary of State.*

FILING FEES PER CERTIFICATE:

For-Profit Corporation, Limited Liability

Company, Limited Partnership	**$ 30.00**
Not-For-Profit Corporation	**$ 26.00**

Please TYPE or PRINT.

1. Name of Corporation, LLC or LP
Success Acquisition Corporation

2. Date of incorporation / admission / organization
2/13/03

3. Address at which the Corporation, LLC, LP will do business or have an office in Indiana, if no office in Indiana, then state current registered address *(street address)*

3455 West Vermont
City, state and ZIP code

Indianapolis, Indiana 46222

4. Assumed business name(s)

YFCS Suc; Success; Success Group Home

5. Principal office address of the Corporation. LLC, LP *(street address)*

3455 West Vermont
City, state and ZIP code

Indianapolis, Indiana 46222

6. Signature of officer or other authorized party

/s/ J. Mack Nunn

7. Printed name and title

J. Mack Nunn, Treasurer

This instrument was prepared by: Hall, Render et al., 2000 One American Square, Indianapolis, IN 46282

Certification Number: 2011100437208

Exhibit 3.100

SUCCESS ACQUISITION CORPORATION

BYLAWS

Adopted as of March 31, 2003

Corporate Bylaws

Article I. Definitions

1.01 Code

The Code means the applicable titles, parts, chapters, sections, and other divisions of the Indiana Business Corporation Law, Indiana Code § 23-1-17-1 et seq., governing the formation and operation of corporations in the State of Indiana.

1.02 Record Date

Record Date means the date established under the Code on which the Corporation determines the identity of its shareholders and their shareholdings. Such determination shall be made as of the close of business on the Record Date unless another time for doing so is specified when the Record Date is fixed.

1.03 Voting Group

Voting Group means all shares of one or more classes or series that under the articles of incorporation or the Code are entitled to vote and be counted together collectively on a matter at a meeting of the shareholders. All shares entitled by the articles of incorporation or the Code to vote generally on the matter are for that purpose a single Voting Group.

1.04 Corporation

Corporation means Success Acquisition Corporation, and includes any domestic or foreign predecessor entity of the Corporation in a merger or other transaction in which the predecessor's existence ceased upon consummation of the transaction.

Article II. Offices and Agents

2.01 Registered Office and Agent

The Corporation shall maintain a registered office and have a registered agent, whose business office address is identical to that of the registered office, in the State of Indiana and in each state in which the Corporation is qualified to do business.

2.02 Other Offices

In addition to its registered office, the Corporation may have offices at any other place or places, within or without the State of Indiana, as the Board of Directors may

from time to time select or as the business of the Corporation may require or make desirable.

Article III. Meetings of the Shareholders

3.01 Annual Meetings

An annual meeting of the shareholders shall be held for the election of directors at such date, time, and place, either within or without the State of Indiana, as may be designated by resolution of the Board of Directors from time to time. Such resolution shall designate the date, time, and place of the meeting. Any other proper business may be transacted at the annual meeting. If an annual meeting is not held as provided in this Section 3.01, any business, including the election of directors, that might properly have been acted upon at that meeting may be acted upon at a special meeting in lieu of the annual meeting held pursuant to these bylaws or held pursuant to a court order.

3.02 Special Meetings

Special meetings of the shareholders may be called for any purpose or purposes at any time by the Board of Directors, or by the President of the Corporation, or by a Committee of the Board of Directors that has been duly designated and authorized by resolution of the Board of Directors to call such meetings. In addition, the Board of Directors shall call such a meeting upon the written request of shareholders holding at least twenty percent (20%) of all the votes entitled to be cast on the issue or issues proposed to be considered at the requested special meeting.

3.03 Quorum

With respect to shares entitled to vote as a separate Voting Group on a matter at a meeting of shareholders, the presence, in person or by proxy, of a majority of the votes entitled to be cast on the matter by the Voting Group shall constitute a quorum of that Voting Group for action on that matter unless the articles of incorporation or the Code provide otherwise. Once a share is represented for any purpose at a meeting, other than solely to object to holding the meeting or to transacting business at the meeting, it is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of the meeting unless a new Record Date is or must be set for the adjourned meeting pursuant to Section 1.02, governing the fixing of the Record Date with regard to shareholder action.

3.04 Adjournment and Reconvention

Whether or not a quorum is present to organize a meeting, any meeting of shareholders may be adjourned by the holders of a majority of the voting shares represented at the meeting to reconvene at a specific time and place, but no later than

120 days after the date fixed for the original meeting unless the requirements of the Code concerning the selection of a new Record Date have been met. At any reconvened meeting within that time period, any business may be transacted that could have been transacted at the meeting that was adjourned.

3.05 Presiding Officer

The President shall serve as the Presiding Officer of every meeting of shareholders unless another person is elected by the shareholders to serve as Presiding Officer at the meeting. The Presiding Officer shall appoint any persons he deems required to assist with the meeting.

3.06 Vote Required for Action

If a quorum exists, action on a matter (other than the election of directors) by a voting group is approved if the votes cast within the voting group favoring the action exceed the votes cast opposing the action, unless the articles of incorporation, provisions of these bylaws validly adopted by the shareholders, or the Code requires a greater number of affirmative votes. If the articles of incorporation or the Code provide for voting by two or more Voting Groups on a matter, action on that matter is taken only when voted upon by each of those Voting Groups counted separately. Action may be taken by one Voting Group on a matter even though no action is taken by another Voting Group entitled to vote on the matter. With regard to the election of directors, unless otherwise provided in the articles of incorporation, if a quorum exists, action on the election of directors is taken by a plurality of the votes cast by the shares entitled to vote in the election.

3.07 Shares Held by Another Corporation

Shares standing in the name of another corporation, domestic or foreign, may be voted by such officer, agent, or proxy as the bylaws of such other corporation may prescribe, or, in the absence of such a provision, as the board of directors of such other corporation may determine.

3.08 Method of Voting Shares

Unless the articles of incorporation or the Code provide otherwise, each outstanding share having voting rights shall be entitled to one vote on each matter submitted to a vote at a meeting of the shareholders. Voting on all matters shall be by voice vote or by show of hands unless any qualified voter, prior to the voting on any matter, demands vote by ballot, in which case each ballot shall state the name of the shareholder voting and the number of shares voted by him, and if the ballot be cast by proxy, it shall also state the name of the proxy.

3.09 Proxies

A shareholder entitled to vote on a matter may vote in person or by proxy pursuant to an appointment of proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact. An appointment of proxy shall be valid for only one meeting to be specified therein, and any adjournments of such meeting, but shall not be valid for more than eleven months unless expressly provided therein. Appointments of proxy shall be dated and filed with the records of the meeting to which they relate. If the validity of any appointment of proxy is questioned, it must be submitted to the secretary of the meeting of shareholders for examination or to a proxy officer or committee appointed by the meeting's presiding officer. The secretary of the meeting or, if appointed, the proxy officer or committee, shall determine the validity or invalidity of any appointment of proxy submitted for examination. Reference in the minutes of the meeting by the secretary or, if appointed, the proxy officer or committee, as to the regularity of an appointment of proxy shall be received as prima facie evidence of the facts stated for the purpose of establishing the presence of a quorum at the meeting and for all other purposes.

3.10 Action Without a Meeting

Any action required or permitted to be taken at a meeting of the shareholders, may be taken without a meeting if the action is taken by all shareholders entitled to vote on the action. The action without a meeting must be evidenced by one or more written consents describing the action taken, signed by all the shareholders entitled to take action without a meeting, and delivered to the Corporation for inclusion in the minutes or filing with the records of the Corporation. The Corporation shall give written notice of actions so taken.

3.11 Notice

Unless waived as contemplated in these bylaws, a notice of each meeting of shareholders, stating the date, time, and place of the meeting shall be given not less than ten (10) days nor more than sixty (60) days before the date thereof, to each shareholder entitled to vote at that meeting. In the case of an annual meeting, the notice need not state the purpose or purposes of the meeting unless the articles of incorporation or the Code require otherwise. In the case of a special meeting, including a special meeting in lieu of an annual meeting, the notice of meeting shall state the purpose or purposes for which the meeting is called.

Article IV, Board of Directors

4.01 Powers

All corporate powers, which are lawful and do not violate any legal agreement among shareholders and which are not prohibited by the articles of incorporation or these bylaws, shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed under, the direction of the Board of Directors. The Board of Directors may, by resolution, vote any shares of stock owned by the Corporation. Also, the Board of Directors from time to time in its discretion may authorize or declare distributions or share dividends in accordance with the Code.

4.02 Number

The number and composition of the Corporation's Board of Directors shall initially be that which is specified in the articles of incorporation. If the articles of incorporation do not specify the number and composition of the Board of Directors, then the Board of Directors shall consist of one member, the President of the Corporation. Thereafter, the number and composition of the Board of Directors may be changed from time to time by an action of the shareholders.

4.03 Election

Except as provided for in Section 4.06, addressing vacancies in the Board of Directors, the directors shall be elected by a vote of the shareholders at each annual meeting of shareholders or special meeting in lieu of the annual meeting.

4.04 Term of Office

Except in the case of death, written resignation, retirement, disqualification, or removal, each director shall serve until the next succeeding annual meeting or special meeting in lieu of an annual meeting and thereafter until his successor is elected and qualifies or until the number of directors is decreased.

4.05 Removal

One or more directors may be removed from office with or without cause by the shareholders by a majority of the votes entitled to be cast. If the director was elected by a Voting Group, only the shareholders of that Voting Group may participate in the vote to remove him. Removal action may be taken at any meeting of shareholders with respect to which the notice stated that the purpose, or one of the purposes, of the meeting is removal of the director, and a removed director's successor may be elected at the same meeting.

4.06 Vacancies

A vacancy occurring in the Board of Directors, other than by reason of an increase in the number of directors, shall be filled for the unexpired term by the first to take action of (a) the shareholders or (b) the Board of Directors, and if the directors remaining in office constitute fewer than a quorum of the Board of Directors, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office. If the vacant office was held by a director elected by a Voting Group, only the holders of shares of that Voting Group or the remaining directors elected by that Voting Group are entitled to vote to fill the vacancy. A vacancy occurring in the Board of Directors by reason of an increase in the number of directors shall be filled in like manner as any other vacancy, but, if filled by action of the Board of Directors, shall only be for a term of office continuing until the next election of directors by the shareholders and until the election and qualification of a successor.

4.07 Committees

The Board of Directors, by resolution, may designate from among its members an executive committee and one or more other committees, each consisting of one or more directors all of whom serve at the pleasure of the Board of Directors. Except as limited by the Code, each committee shall have the authority set forth in the resolution establishing the committee. The provisions of these bylaws as to the Board of Directors and its deliberations shall be applicable to any committee of the Board of Directors. All decisions and actions of any committee created by these bylaws or resulting from the authority granted by these bylaws, shall be subject to the discretionary review and approval of the Board of Directors.

4.08 Compensation

Unless the articles of incorporation provide otherwise, the Board of Directors may determine from time to time the compensation, if any, directors may receive for their services as directors. A director may also serve the Corporation in a capacity other than that of director and receive compensation, as determined by the Board of Directors, for services rendered in such other capacity.

Article V. Meetings of the Board of Directors

5.01 Regular Meetings

Regular meetings of the Board of Directors shall be held immediately after the annual meeting of shareholders or a special meeting in lieu of the annual meeting. In addition, the Board of Directors may schedule other meetings to occur at regular intervals throughout the year.

5.02 Special Meetings

Special meetings of the Board of Directors may be called by or at the request of the President of the Corporation, by the sole director of the Board of Directors or, if the Board consists of more than one director, by any two directors in office at that time.

5.03 Quorums

Unless a greater number is required by the articles of incorporation, these bylaws, or the Code, a quorum of the Board of Directors consists of a majority of the total number of directors.

5.04 Adjournments

Whether or not a quorum is present to organize a meeting, any meeting of directors (including an adjourned meeting) may be adjourned by a majority of the directors present to reconvene at a specific time and place. At any reconvened meeting, any business may be transacted that could have been transacted at the meeting that was adjourned. It shall not be necessary to give any notice of the reconvened meeting or of the business to be transacted, if the date, time and place of the reconvened meeting are announced at the meeting that was adjourned.

5.05 Action Without a Meeting

Unless the Code, the articles of incorporation, or these bylaws provide otherwise, any action required or permitted to be taken at any meeting of the Board of Directors, or any action that may be taken at a meeting of an authorized committee of the Board of Directors, may be taken without a meeting if the action is taken by all the members of the Board of Directors (or of the committee, as the case may be). The action must be evidenced by one or more written consents describing the action taken, signed by each director (or each director serving on the committee, as the case may be), and delivered to the Corporation for inclusion in the minutes or filing with the records of the Corporation.

5.06 Meetings by Telephone

Any or all directors may participate in a meeting of the Board of Directors, and members of an authorized committee of the Board of Directors may participate in a meeting of the committee (as the case may be), through the use of any means of communication by which all directors participating may simultaneously hear each other during the meeting.

5.07 Place of Meetings

Directors may hold their meetings at any place within or without the State of Indiana, as the Board of Directors may from time to time establish for regular meetings or as set forth in the notice of special meetings or, in the event of a meeting held pursuant to waiver of notice, as set forth in the waiver.

5.08 Notice of Meetings

No notice shall be required for any regularly scheduled meeting of the directors. Unless waived as contemplated in these bylaws, each director shall be given at least five day's notice of each special meeting stating the date, time, and place of the meeting. It is not required that the purpose of a directors' meeting be stated in any notice of such a meeting, whether the meeting is a regular or a special meeting.

5.09 Vote Required for Action

If a quorum is present when a vote is taken, the affirmative vote of a majority of directors present is the act of the Board of Directors unless the Code, the articles of incorporation, or these bylaws require the vote of a greater number of directors.

A director who is present at a meeting of the Board of Directors, or an authorized committee of the Board of Directors, when corporate action is taken is deemed to have assented to the action taken unless:

(i) he objects at the beginning of the meeting (or promptly upon his arrival) to holding the meeting or to transacting business at the meeting,

(ii) his dissent or abstention from the action taken is entered in the minutes of the meeting, or

(iii) he delivers written notice of his dissent or abstention to the presiding officer of the meeting before its adjournment or to the Corporation immediately after adjournment of the meeting.

The right of dissent or abstention is not available to a director who votes in favor of the action taken.

Article VI. Shareholder and Director Notices

6.1 Delivery of Notice

Whenever these bylaws require notice to be given to any shareholder or director, the notice shall be given in accordance with this Section 6.1. Notice under these bylaws shall be in writing unless oral notice is reasonable under the circumstances. Any notice to directors may be written or oral. Notice may be communicated in person, by telephone, telegraph, teletype, other form of wire or wireless communication, or by mail or private carrier. If these forms of personal notice are impracticable, notice may be communicated by a newspaper of general circulation in the area where published, or by radio, television, or other form of public broadcast communication. Written notice to the shareholders, if in a comprehensible form, is effective when mailed, if mailed with first-class postage prepaid and correctly addressed to the shareholder's address shown in the Corporation's current record of shareholders.

6.2 When Effective

Except as otherwise provided in this Section 6.2, written notice, if in a comprehensible form, is effective at the earliest of the following:

(i) when received or when delivered, properly addressed, to the addressee's last known principal place of business or residence;

(ii) five days after deposit in the mail, as evidenced by the postmark, if mailed with first-class postage prepaid and correctly addressed, or

(iii) on the date shown on the return receipt, if sent by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee.

Oral notice is effective when communicated if communicated in a comprehensible manner.

In calculating time periods for notice, when a period of time measured in days, weeks, months, years, or other measurement of time is prescribed for the exercise of any privilege or the discharge of any duty, the first day shall not be counted but the last day shall be counted.

6.3 Waiver

A shareholder or director may waive any notice before or after the date and time stated in the notice. Except as provided in this Section 6.3, the waiver must be in writing, be signed by the shareholder or director entitled to the notice, and be delivered

to the Corporation for inclusion in the minutes or filing with the records of the Corporation.

A shareholder's attendance at a meeting (i) waives objection to lack of notice or defective notice of the meeting, unless the shareholder at the beginning of the meeting objects to holding the meeting or transacting business at the meeting; and (ii) waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the shareholder objects to considering the matter when it is presented.

A director's attendance at or participation in a meeting waives any required notice to him of the meeting unless the director at the beginning of the meeting (or promptly upon his arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Unless required by the Code, neither the business transacted nor the purpose of the meeting need be specified in the waiver.

6.4 Notice Following Adjournment

If notice of an adjourned meeting of the shareholders or of the directors was properly given, it shall not be necessary to give any notice of the reconvened meeting or of the business to be transacted, if the date, time and place of the reconvened meeting are announced at the meeting that was adjourned and before adjournment; provided, however, that if a new record date of shares is or must be fixed, notice of the reconvened meeting must be given to persons who are shareholders as of the new record date.

Article VII. Officers

7.01 Number

The officers of the Corporation shall consist of a Board Chairman, a President, a Secretary, a Treasurer, and any other officers as may be appointed by the Board of Directors or by another duly appointed officer pursuant to these bylaws. The Board of Directors shall from time to time create and establish the duties of the other officers. Any two or more offices may be held by the same person.

7.02 Board Chairman

The Board Chairman shall preside at all meetings of the Board of Directors and shall have authority to execute bonds, mortgages, and other contracts requiring a seal, under the seal of the Corporation; to endorse, when sold, assigned, transferred, or otherwise disposed of by the Corporation, all certificates or shares of stock, bonds, or

other securities issued by other corporations, associations, trusts, whether public or private, or by any government agency thereof, and owned or held by the Corporation, and to make, execute, and deliver all instruments or assignments of transfer of any such stocks, bonds, or other securities. The Board Chairman may, with the approval of the Board of Directors, or shall, at the direction of the Board of Directors, delegate any or all of such duties to the President.

7.03 President

The President shall be the Chief Executive Officer of the Corporation and shall have general supervision of the business of the Corporation. The President shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall perform such other duties as may from time to time be delegated by the Board of Directors. In the absence of the Board Chairman, the President shall have authority to do any and all things delegated to the Board Chairman.

7.04 Vice President

In the absence or disability of the President, or at the direction of the President, the Vice President, if any, shall perform the duties and exercise the powers of the President. If the Corporation has more than one Vice President, the one designated by the Board of Directors shall act in lieu of the President. Vice Presidents shall perform whatever duties and have whatever powers the Board of Directors may from time to time assign.

7.05 Secretary

The Secretary shall be responsible for preparing minutes of the acts and proceedings of all meetings of the shareholders, the Board of Directors, and any Committees thereof. The Secretary shall have authority to give all notices required by the Code or these bylaws. The Secretary shall be responsible for the custody of the corporate books, records, contracts, and other documents. The Secretary may affix the corporate seal to any lawfully executed documents and shall sign any instruments as may require his or her signature. The Secretary shall authenticate records of the Corporation. The Secretary shall perform whatever additional duties and have whatever additional powers the Board of Directors may from time to time assign. In the absence or disability of the Secretary or at the direction of the President, any assistant secretary may perform the duties and exercise the powers of the Secretary.

7.06 Treasurer

The Treasurer shall be responsible for the custody of all funds and securities belonging to the Corporation and for the receipt, deposit, or disbursement of funds and securities under the direction of the Board of Directors. The Treasurer shall cause to be maintained full and true accounts of all receipts and disbursements and shall make

reports of the same to the Board of Directors and the President upon request. The Treasurer shall perform all duties as may be assigned to him from time to time by the Board of Directors.

7.07 Appointment, Term, and Removal

All officers shall be appointed by the Board of Directors or by a duly appointed officer pursuant to these bylaws and shall serve at the pleasure of the Board of Directors or the appointing officers, as the case may be. All officers, however appointed, may be removed with or without cause by the Board of Directors, and any officer appointed by another officer may also be removed by the appointing officer with or without cause.

7.08 Compensation

The compensation of all officers of the Corporation appointed by the Board of Directors shall be fixed by the Board of Directors.

7.09 Bonds

The Board of Directors may, by resolution, require any or all of the officers, agents, or employees of the Corporation to give bonds to the Corporation, with sufficient surety or sureties, conditioned on the faithful performance of the duties of their respective offices or positions, and to comply with any other conditions as from time to time may be required by the Board of Directors.

Article VIII. Indemnification

8.01 Definitions

Terms defined in Chapter 37 of the Indiana Business Corporation Law (Ind. Code §§ 23-1-37-1, et seq.) which are used in this Article 8 shall have the same definitions for purposes of this Article 8 as they have in such chapter of the Indiana Business Corporation Law.

8.02 Indemnification of Directors and Officers

The Corporation shall indemnify any person made or threatened to be made a party to any action, suit, or proceeding, whether civil or criminal, administrative or investigative, and whether formal or informal, by reason of the fact that he or she, his or her testator, or his or her intestate is or was a director or officer of the Corporation or of any corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise, whether or not for profit, which he or she served as such at the request of the Corporation (any such person made or threatened to be

made such a party is hereinafter termed a “Qualifying Person”), against liability and the reasonable expenses, including attorneys’ fees, actually incurred by him or her in connection with such action, suit, or proceeding, or in connection with any appeal therein, if: (i) his or her conduct was in good faith; (ii) he or she reasonably believed (a) in the case of conduct in his or her official capacity with the Corporation, that his or her conduct was in the Corporation’s best interests, and (b) in all other cases, that his or her conduct was at least not opposed to the Corporation’s best interests; and (iii) in the case of any criminal proceeding, he or she (a) had reasonable cause to believe his or her conduct was lawful, or (b) had no reasonable cause to believe his or her conduct was unlawful.

The Corporation shall pay for or reimburse the reasonable expenses incurred by a Qualifying Person in advance of final disposition of any such action, suit, or proceeding if the following occur: (i) the Qualifying Person furnishes to the Corporation a written affirmation of his or her good faith belief that he or she has met the standard of conduct necessary for indemnification described in this Section 8.02 (the “Standard”); (ii) he or she furnishes the Corporation a written undertaking executed by him or her to repay any such advance if it is ultimately determined that he or she did not meet the Standard; and (iii) a determination is made that the facts then known to those making the determination would not preclude indemnification under this Section 8.02.

8.03 Other Employees or Agents of the Corporation

The Corporation may, in the discretion of the Board of Directors, fully or partially provide the same rights of indemnification and reimbursement as hereinabove provided for directors and officers of the Corporation to other individuals who are or were employees or agents of the Corporation or who are or were serving at the request of the Corporation as employees or agents of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other entity whether or not for profit.

8.04 Non-Exclusive Provision

The indemnification authorized under this Article VIII is in addition to all rights to indemnification granted by Chapter 37 of the Indiana Business Corporation Law (Ind. Code §§ 23-1-37-1, et seq.) and in no way limits the indemnification provisions of such Chapter.

8.05 Insurance

The Corporation may purchase and maintain insurance on behalf of an individual

(i) who is a director, officer, employee, or agent of the Corporation, or

(ii) who, while a director, officer, employee, or agent of the Corporation, serves at the Corporation's request as a director, officer, partner, trustee, employee or agent of another domestic or foreign corporation, partnership, joint venture, trust, employee benefit plan, or other entity

against liability asserted against or incurred by him or her in that capacity or arising from his or her status as a director, officer, employee, or agent, whether or not the Corporation would have power to indemnify or advance expenses to him or her against the same liability under these bylaws or the Code.

8.06 Witness Fees

Nothing in these bylaws shall limit the Corporation's power to pay or reimburse expenses incurred by a director or officer in connection with his or her appearance as a witness in a proceeding at a time when he or she is not a party.

8.07 Report to Shareholders

To the extent and in the manner required by the Code from time to time, if the Corporation indemnifies or advances expenses to a director or officer in connection with a proceeding by or in the right of the Corporation, the Corporation shall report the indemnification or advance to the shareholders.

8.08 Effect of Amendments

No amendment, modification, or rescission of these bylaws, or any provision of the bylaws, the effect of which would diminish the rights to indemnification or advancement of expenses as set forth herein shall be effective as to any person with respect to any action taken or omitted by such person prior to such amendment, modification or rescission.

Article IX. Stock Certificates

9.01 Authorization and Issuance

In accordance with the Code, the Board of Directors may authorize shares of any class or series provided for in the Corporation's Articles of Incorporation to be issued for any consideration valid under the provisions of the Code. To the extent provided in the Articles of Incorporation, the Board of Directors shall determine the preferences, limitations, and relative rights of the shares.

9.02 Form

The interest of each shareholder in the Corporation shall be evidenced by a certificate or certificates representing shares of the Corporation which shall be in such form as the Board of Directors from time to time may adopt. Share certificates shall be numbered consecutively, shall be in registered form, shall indicate the date of issuance, the name of the Corporation, that it is organized under the laws of the State of Indiana, the name of the shareholder, the number and class of shares, and the designation of the series, if any, represented by the certificate. Each certificate shall be signed by any one of the President, a Vice President, the Secretary, or the Treasurer. The corporate seal need not be affixed.

9.03 Registered Shareholders

Prior to due presentation for transfer of registration of its shares, the Corporation may treat the registered owner of the shares as the person exclusively entitled to vote the shares, to receive any share dividend or distribution with respect to the shares, and for all other purposes. The Corporation shall not be bound to recognize any equitable or other claim to or interest in the shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

9.04 Transfer of Shares

Transfers of shares shall be made upon the transfer books of the Corporation, kept at the principle office of the Corporation (or at the office of the transfer agent designated to transfer the shares, if any) only upon direction of the person named in the certificate, or by his or her attorney lawfully constituted in writing. Before a new certificate is issued, the old certificate shall be surrendered for cancellation or, in the case of a certificate alleged to have been lost, stolen, or destroyed, the requirements of the bylaw governing lost, stolen, or destroyed certificates shall have been met.

9.05 Record Date

For the purpose of determining shareholders entitled to notice of a shareholders' meeting, to demand a special meeting, to vote, or to take any other action, the Board of Directors may fix a future date as the Record Date, which date shall be not more than seventy (70) days prior to the date on which the particular action requiring a determination of shareholders is to be taken. A determination of shareholders entitled to notice of or to vote at a shareholders' meeting is effective for any adjournment of the meeting unless the Board of Directors fixes a new Record Date, which it must do if the meeting is adjourned to a date more than 120 days after the date fixed for the original meeting. If no Record Date is fixed by the Board of Directors, the Record Date shall be determined in accordance with the provisions of the Code.

For the purpose of determining shareholders entitled to a distribution (other than one involving a purchase, redemption, or other reacquisition of the Corporation's shares) or a share dividend, the Board of Directors may fix a date as the Record Date. If no Record Date is fixed by the Board of Directors, the Record Date shall be determined in accordance with the provisions of the Code.

9.06 Lost, Stolen, or Destroyed Certificates

Any person claiming a share certificate to be lost, stolen, or destroyed shall make an affidavit or affirmation of the fact in the manner required by the Board of Directors and, if the Board of Directors requires, shall give the Corporation a bond of indemnity in form and amount, and with one or more sureties satisfactory to the Board of Directors, as the Board of Directors may require, whereupon an appropriate new certificate may be issued in lieu of the one alleged to have been lost, stolen or destroyed.

Article X. Miscellaneous

10.01 Fiscal Year

The fiscal year of the Corporation shall be a twelve-month period, beginning January 1 and ending on December 31 each year, unless the Board of Directors, by resolution, fixes the fiscal year as another time period.

10.02 Corporate Seal

If the Board of Directors determines that there should be a corporate seal for the Corporation, it shall be in the form as the Board of Directors may from time to time determine.

10.03 Corporate Records

The Board of Directors shall have the power to determine which accounts, books, and records of the Corporation shall be opened to the inspection of the shareholders, except those as may by law specifically be made open to inspection. The Board of Directors shall have the power to fix reasonable rules and regulations not in conflict with the applicable law for the inspection of accounts, books, and records which by law or by determination of the Board of Directors shall be open to inspection.

10.04 Annual Financial Statements

In accordance with the Code, the Corporation shall prepare and provide to the shareholders such financial statements as may be required by the Code.

10.05 Contracts

The Board of Directors may authorize any officer or agent to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation and such authority may be general or confined to a specific instance; and unless so authorized by the Board of Directors, no officer, agent or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or render it liable pecuniarily for any purposes or to any amount. However, all contracts and agreements into which the Corporation enters in the ordinary course of business operations may be executed by any officer of the Corporation or by any other employee of the Corporation designated by the President to execute such contracts and agreements. Notwithstanding any other provision of these bylaws, however, the President is hereby given authority to execute all written documents or instruments on behalf of the Corporation.

10.06 Checks and Other Instruments

All checks, drafts, notes, bonds, bills of exchange, and orders for the payment of money shall, unless otherwise directed by the Board of Directors or required by law, be signed by either the President or the Secretary. The Board of Directors may, however, designate one or more officers or employees of the Corporation, other than those named above, who may, in the name of the Corporation, execute drafts, checks, and orders for the payment of money in its behalf.

10.07 Amendments

The Board of Directors shall have the power to alter, amend, or repeal these bylaws or adopt new bylaws, but any bylaws adopted by the Board of Directors may be altered, amended, or repealed, and new bylaws adopted, by the shareholders. The shareholders may prescribe, by expressing in the action they take in adopting or amending any bylaw or bylaws, that the bylaw or bylaws so adopted or amended shall not be altered, amended or repealed by the Board of Directors.

10.08 Conflict with Articles of Incorporation or Law; Severability

In the event that any provision of these bylaws conflicts with any provision of the articles of incorporation, the articles of incorporation shall govern. In the event that any of the provisions of these bylaws (including any provision within a single section, subsection, division or sentence) is held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions of the bylaws shall remain enforceable to the fullest extent permitted by law.

Exhibit 3.101

State of Delaware
Secretary of State
Division of Corporations
Delivered 05:00 PM 05/17/2011
FILED 04:50 PM 05/17/2011
SRV 110563634 - 4983923 FILE

CERTIFICATE OF FORMATION
OF
SUNCOAST BEHAVIORAL, LLC

Pursuant to Section 18-201 of the Delaware Limited Liability Company Act (the "Act"), the undersigned, desiring to form a limited liability company, does hereby certify as follows:

1. The name of the limited liability company is Suncoast Behavioral, LLC (the "Company").

2. The address of the Company's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801. The name of the registered agent is The Corporation Trust Company.

3. This Certificate of Formation shall be effective upon filing with the Delaware Secretary of State.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation on this 17th day of May, 2011.

/s/ Colbey B. Reagan
Colbey B. Reagan
Authorized Person

Exhibit 3.102

OPERATING AGREEMENT

OF

SUNCOAST BEHAVIORAL, LLC

This Operating Agreement (the "Agreement") of Suncoast Behavioral, LLC, a Delaware limited liability company (the "Company"), is entered into by and between Acadia Healthcare Company, Inc., a Delaware corporation (the "Member") and the persons admitted to the Company as members who shall be identified on Schedule A, as amended from time to time, effective as of May 30, 2011.

WHEREAS, the Member desires to form the Company as a limited liability company in accordance with the Delaware Limited Liability Company Act (as amended, the "Act");

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Organization. Effective May 17, 2011, the Company was formed as a Delaware limited liability company by the filing of a certificate of formation in the office of the Secretary of State of Delaware (the "Certificate").

Section 2. Registered Office; Registered Agent. The registered office of the Company in the State of Delaware will be the initial registered office designated in the Certificate or such other office (which need not be a place of business of the Company) as the Member may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Delaware will be the initial registered agent designated in the Certificate, or such other person as the Member may designate from time to time in the manner provided by law. The principal office of the Company will be at such location as the Member may designate from time to time, which need not be in the State of Delaware.

Section 3. Powers. The Company will have all powers permitted to be exercised by a limited liability company organized in the State of Delaware.

Section 4. Term. The Company commenced on the date the Certificate was filed with the Secretary of State of Delaware, and will continue in existence until terminated pursuant to this Agreement.

Section 5. Fiscal Year. The fiscal year of the Company for financial statement and federal income tax purposes will end on December 31 unless otherwise determined by the Member.

Section 6. Member. The Member owns 100% of the limited liability company interests in the Company.

Section 7. Address. The address of the Member is set forth below:

830 Crescent Centre Drive, Suite 610
Franklin, TN 37067

Section 8. New Members. No person may be admitted as a member of the Company without the approval of the Member.

Section 9. Liability to Third Parties. The Member will not have any personal liability for any obligations or liabilities of the Company, whether such liabilities arise in contract, tort or otherwise.

Section 10. Capital Contributions. On or before the date hereof, the Member has made a capital contribution in cash to the Company in the amount of $100.00. The Member will not be required to make any additional capital contributions to the Company except as may otherwise be agreed to by the Member.

Section 11. Participation in Profits and Losses. All profits and losses of the Company will be allocated to the Member.

Section 12. Distributions. Distributions will be made by the Company to the Member at such times as may be determined by the Member.

Section 13. Management. The power and authority to manage, direct and control the Company will be vested solely in the Member.

Section 14. Officers. The Member may, from time to time, designate one or more individuals to be officers of the Company, with such titles as the Member may assign to such individuals. The initial officers of the Company will be a President, a Secretary and two Vice Presidents as more specifically provided below. Officers so designated will have such authority and perform such duties as the Member may from time to time delegate to them. Any number of officer positions may be held by the same individual. Any officer may resign as such at any time by providing written notice to the Company. Any officer may be removed as such, either with or without cause, by the Member, in its sole discretion. Any vacancy occurring in any officer position of the Company may be filled by the Member. The officers of the Company, if and when designated by the Member, will have the authority, acting individually, to bind the Company.

Section 15. President. The President will, subject to the control of the Member, have general supervision, direction and control of the business and affairs of the Company. Subject to the control of the Member, the President will have the general powers and duties of management usually vested in the office of president and chief executive officer of corporations, and will have such other powers and duties as may be prescribed by the Member.

Section 16. Secretary. The Secretary will, subject to the control of the Member, prepare and keep the minutes of the proceedings of the Company in books provided for that purpose, see that all notices are duly given in accordance with the provisions of the Act, be custodian of the Company records, and will have the general powers and duties usually vested in the office of secretary of corporations, and will have such other powers and duties as may be prescribed by the Member.

Section 17. Vice Presidents. The Vice Presidents will, subject to the control of the Member, perform such duties as may be assigned to them by the President and will have the general powers and duties usually vested in the office of vice president of corporations, and will have such other powers and duties as may be prescribed by the Member. In the case of the death, disability or absence of the President, a Vice President shall perform and be vested with all the duties and powers of the President until the Member appoints a new President.

Section 18. Indemnification. The Company shall indemnify any individual who is or was a party or is or was threatened to be made a party to any action, suit, or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was an officer of the Company against expenses (including reasonable attorneys' fees and expenses), judgments, fines and amounts paid in settlement actually and reasonably incurred by such individual in connection with such action, suit or proceeding, to the extent permitted by applicable law. The right to indemnification conferred in this Section 18 includes the right of such individual to be paid by the Company the expenses incurred in defending any such action in advance of its final disposition (an "Advancement of Expenses"); provided, however, that the Company will only make an Advancement of Expenses upon delivery to the Company of an undertaking, by or on behalf of such Indemnitee, to repay all amounts so advanced if it is ultimately determined that such Indemnitee is not entitled to be indemnified under this Section 18 or otherwise.

Section 19. Dissolution. The Company will dissolve and its affairs will be wound up as may be determined by the Member, or upon the earlier occurrence of any other event causing dissolution of the Company under the Act. In such event, the Member will proceed diligently to wind up the affairs of the Company and make final distributions, and will cause the existence of the Company to be terminated.

Section 20. Amendment or Modification. This Agreement may be amended or modified from time to time only by a written instrument that is executed by the Member.

Section 21. Binding Effect. This Agreement will be binding on and inure to the benefit of the Member and its successors and assigns.

Section 22. Governing Law. This Agreement is governed by and will be construed in accordance with the law of the State of Delaware without regard to the conflicts of law principles thereof.

IN WITNESS THEREOF, the parties hereto have executed this Agreement effective as of the date set forth above.

MEMBER:

ACADIA HEALTHCARE COMPANY, INC.

By: /s/ Christopher L. Howard
Name: Christopher L. Howard
Its: Vice President and Secretary

Exhibit 3.103

MA SOC Filing Number: 200349673790 Date: 08/11/2003

The Commonwealth of Massachusetts
William Francis Galvin

Minimium Fee: $250.00

[SEAL]

Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512
Telephone: (617) 727-9640

Articles of Organization

(General Laws, Chapter 156B)

Federal Employer Identification Number: 000847770 *(must be 9 digits)*

ARTICLE I

The exact name of the business entity is:

WELLPLACE, INC.

ARTICLE II

The purpose of the business entity is to engage in the following business activities:

PROVIDER OF BEHAVIORAL HEALTH CARE.

ARTICLE III

State the total number of shares and par value, if any, of each class of stock which the business entity is authorized to issue:

Class of Stock	Par Value Per Share Enter **0** if no Par	Total Authorized by Articles of Organization or Amendments *Num of Shares*	*Total Par Value*	Total Issued and Outstanding *Num of Shares*
CWP	$ 0.01000	200,000	$ 2,000.00	1,000

ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the Business Entity must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

ARTICLE V

The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are:

ARTICLE VI

Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the business entity, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the business entity, or of its directors or stockholders, or of any class of stockholders:

Note: The preceding six (6) articles are considered to be permanent and may ONLY be changed by filing appropriate Articles of Amendment.

ARTICLE VII

The effective date of organization of the business entity shall be the date approved and filed by the Secretary of the Commonwealth. If a *later* effective date is desired, specify such date which shall not be more than *thirty days* after the date of filing.

Later Effective Date:

ARTICLE VIII

The information contained in Article VIII is not a permanent part of the Articles of Organization

a. The street address *(post office boxes are not acceptable)* of the principal office of the corporation *in Massachusetts* is:

No. and Street:	200 LAKE STREET SUITE 102			
City or Town:	PEABODY	State: MA	Zip: 01960	Country: USA

b. The name, residential address and post office address of each director and officer of the corporation is as follows:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code	Expiration of Term
PRESIDENT	BRUCE ALLEN SHEAR	14 IDA ROAD MARBLEHEAD, MA 01945 US 200 LAKE STREET PEABODY, MA 01960 USA	2005
TREASURER	PAULA C WURTS	7 ALEXANDRA STREET PEABODY, MA 01960 US 200 LAKE STREET PEABODY, MA 01960 US	2005
CLERK	PAULA C WURTS	7 ALEXANDRA STREET PEABODY, MA 01960 US 200 LAKE STREET PEABODY, MA 01960 US	2005
EXECUTIVE VICE PRESIDENT	MICHAEL CORNELISON	7708 SOUTHMOOR MONROE , Ml 48161 US 200 LAKE STREET PEABODY, MA 01960 USA	2005
VICE PRESIDENT	ROBERT BOSWELL	354 QUIET HARBOR DRIVE HENDERSON, NV 89104 US 200 LAKE STREET PEABODY, MA 01960 USA	2005
DIRECTOR	DAVID DANGERFIELD	5965 S. 900 E. SALT LAKE CITY, UT 84121 US 200 LAKE STREET PEABODY, MA 01960 US	2005
DIRECTOR	DONALD ROBAR	332 BURPEE HILL NEW LONDON, NH 03257 US 200 LAKE STREET PEABODY, MA 01960 US	2005
DIRECTOR	WILLIAM GRIECO	21 PLEASANT STREET WELLESLEY, MA 02482 US 200 LAKE STREET PEABODY, MA 01960 USA	2005
DIRECTOR	GERALD M. PERLOW	40 ATLANTIC AVENUE SWAMPSCOTT, MA 01907 US 200 LAKE STREET PEABODY, MA 01945 US	2005
DIRECTOR	HOWARD W. PHILLIPS	500 S. PALM ROAD, PHT SARASOTA, FL 34236 US 200 LAKE STREET PEABODY, MA 01960 USA	2005

c. The fiscal year (i.e., tax year) of the business entity shall end on the last day of the month of:

June

d. The name and business address of the resident agent, if any, of the business entity is:

Name: BRUCE A. SHEAR
No. and Street: 200 LAKE STREET
SUITE 102
City or Town: PEABODY State: MA Zip: 01960 Country: USA

ARTICLE IX

By-laws of the business entity have been duly adopted and the president, treasurer, clerk and directors whose names are set forth above, have been duly elected.

IN WITNESS WHEREOF AND UNDER THE PAINS AND PENALTIES OF PERJURY, I/we, whose signature(s) appear below as incorporator(s) and whose name(s) and business or residential address(es) are beneath each signature do hereby associate with the intention of forming this business entity under the provisions of General Law, Chapter 156B and do hereby sign these Articles of Organization as incorporator(s) this 11 Day of August, 2003. *(If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)* BRUCE A. SHEAR. PRESIDENT PHC, INC. (INCORPORATED IN MA) 200 LAKE STREET, SUITE 102 PEABODY,

MA SOC Filing Number: 200349673790 Date: 08/11/2003

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:
August 11, 2003

/s/ William Francis Galvin
WILLIAM FRANCIS GALVIN
Secretary of the Commonwealth

0-5227-0

Exhibit 3.104

AMENDED AND RESTATED BY-LAWS

OF

WELLPLACE, INC.

(as of November 30, 2011)

ARTICLE I

Stockholders

Section 1. Annual Meeting. The annual meeting of the stockholders shall be held within six months of the end of the corporation's fiscal year as fixed by the board of directors for the purpose of electing directors and for such other purposes as may be determined as hereinafter provided. The hour and place of such meeting and the purposes for which such meeting is to be held in addition to that specified above shall be determined in each year by the board of directors or, in the absence of action by the board, by the president. If no annual meeting has been held in the period fixed above, a special meeting may be held in lieu thereof with all the force and effect of an annual meeting.

Section 2. Special Meetings. Special meetings of the stockholders may be called at any time by the president or by the board of directors and shall be called by the clerk, or in case of the death, absence, incapacity or refusal of the clerk, by any other officer, upon written application of one or more stockholders who hold at least one-tenth part in interest of the capital stock entitled to vote thereat. Such application shall specify the purposes for which the meeting is to be called and may designate the date, hour and place of such meeting, provided, however, that no such application shall designate a date not a full business day or an hour not within normal business hours as the date or hour of such meeting without the approval of the president or the board of directors.

Section 3. Place of Meetings. Meetings of the stockholders may be held anywhere within, but not without, the United States.

Section 4. Notice. Except as hereinafter provided, a written or printed notice of every meeting of stockholders stating the place, date, hour and purposes thereof shall be given by the clerk or an assistant clerk (or by any other officer in the case of an annual meeting or by the person or persons calling the meeting in the case of a special meeting) at least ten (10) days before the meeting to each stockholder entitled to vote thereat and to each stockholder who, by law, by the articles of organization or by these by-laws, is entitled to such notice, by leaving such notice with him or at his residence or usual place of business or by mailing it, postage prepaid, addressed to him at his address as it appears upon the records of the corporation. No notice of the place, date, hour or purposes of any annual or special meeting of stockholders need be given to a stockholder if a written waiver of such

notice, executed before or after the meeting by such stockholder or his attorney thereunto authorized, is filed with the records of the meeting.

Section 5. Action at a Meeting. Except as otherwise provided in the articles of organization, the presence of a quorum shall be separately determined with respect to each matter to be acted on at any meeting of stockholders, and shall consist of the holders of shares having the right to cast a majority of the votes which may be cast with respect to such matter. Though less than a quorum be present, any meeting may without further notice be adjourned to a subsequent date or until a quorum be had, and at any such adjourned meeting any business may be transacted which might have been transacted at the original meeting.

When a quorum is present at any meeting, the affirmative vote of a majority of the shares of stock present or represented and voting shall be necessary and sufficient to the determination of any questions brought before the meeting, unless a larger vote is required by law, by the articles of organization or by these by-laws, provided, however, that any election by stockholders shall be determined by a plurality of the votes cast by the stockholders entitled to vote in such election.

Except as otherwise provided by law or by the articles or organization or by these by-laws, each holder of record of shares of stock entitled to vote on any matter shall have one vote for each such share held of record by him and a proportionate vote for any fractional shares so held by him. Stockholders may vote either in person or by proxy. No proxy dated more than six months before the meeting named therein shall be valid and no proxy shall be valid after the final adjournment of such meeting. A proxy with respect to stock held in the name of two or more persons shall be valid if executed by anyone of them unless at or prior to the exercise of the proxy the corporation receives a specific written notice to the contrary from anyone of them. A proxy purporting to be executed by or on behalf of a stockholder shall be deemed valid unless challenged at or prior to its exercise and the burden of proving its invalidity shall rest on the challenger.

Any election by stockholders and the determination of any other questions to come before a meeting of the stockholders shall be by ballot if so requested by any stockholder entitled to vote thereon but need not be otherwise.

Section 6. Stockholder Proposals. Written notification of any stockholder proposal to be acted upon at an annual meeting of stockholders of the corporation must be provided to the corporation at least 120 calendar days in advance of the date of the corporation’s proxy statement released to stockholders in connection with the previous year’s annual meeting of stockholders. Written notification of any stockholder proposal to be acted upon at any meeting of the stockholders of the corporation other than an annual meeting must be provided to the corporation at least 180 calendar days before the meeting at which such proposal is to be acted upon.

Section 7. Action by Written Consent. Any action required to be taken at any annual or special meeting of stockholders of the corporation, or any action which may be taken at

any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken and bearing the dates of signature of the stockholders who signed the consent or consents, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the corporation by delivery to the corporation's principal place of business, or an officer or agent of the corporation having custody of the book or books in which proceedings of meetings of the stockholders are recorded.

ARTICLE II

Directors

Section 1. Number and Election. Except as otherwise provided by law or by the articles of organization, the number of directors for the ensuing year shall be determined by the board of directors. The number of directors so determined shall be elected at the annual meeting of the stockholders by such stockholders as have the right to vote thereon. The stockholders may, at any special meeting held for the purpose, increase or decrease the number of directors as thus determined and elect new directors to complete the number so determined or remove directors to reduce the number of directors to the number so determined. Except as otherwise provided by law or by the articles of organization, the board of directors may, by vote of a majority of the directors then in office, increase the number of directors determined by the stockholders and elect new directors to complete the number so determined. No director need be a stockholder.

Section 2. Term. Except as otherwise provided by law, by the articles of organization or by these by-laws, the directors shall hold office until the next annual meeting of stockholders and until their successors are chosen and qualified.

Section 3. Resignations. Any director may resign by delivering his written resignation to the corporation at its principal office or to the president or clerk or if there be one, to the secretary. Such resignation shall become effective at the time or upon the happening of the condition, if any, specified therein or, if no such time or condition is specified, upon its receipt.

Section 4. Removal. At any meeting of the stockholders called: for the purpose any director may be removed from office with or without cause by the vote of a majority of the class of shares issued, outstanding and entitled to vote in the election of said director. At any meeting of the board of directors any director may be removed from office for cause by vote of a majority of the directors then in office. A director may be removed for cause only after a reasonable notice and opportunity to be heard before the body proposing to remove him.

Section 5. Vacancies. Vacancies in the board of directors may be filled by vote of a majority of the remaining directors elected by that class of stockholders which elected the

director whose office has been vacated or, if not yet so filled, by majority vote of the class of stockholders which elected the director whose office has been vacated.

Section 6. Regular Meetings. Regular meetings of the board of directors may be held at such times and places within or without the Commonwealth of Massachusetts as the board of directors may fix from time to time and, when so fixed, no notice thereof need be given. The first meeting of the board of directors following the annual meeting of the stockholders shall be held without notice immediately after and at the same place as the annual meeting of the stockholders or the special meeting held in lieu thereof. If in any year a meeting of the board of directors is not held at such time and place, any elections to be held or business to be transacted at such meeting may be held or transacted at any later meeting of the board of directors with the same force and effect as if held or transacted at such meeting.

Section 7. Special Meetings. Special meetings of the board of directors may be called at any time by the president or secretary (or, if there be no secretary, the clerk) or by any director. Such special meetings may be held anywhere within or without the Commonwealth of Massachusetts. A written, printed or telegraphic notice stating the place, date and hour (but not necessarily the purposes) of the meeting shall be given by the secretary or an assistant secretary (or, if there be no secretary or assistant secretary, the clerk or an assistant clerk) or by the officer or director calling the meeting at least forty-eight (48) hours before such meeting to each director by leaving such notice with him or at his residence or usual place of business or by mailing it, postage prepaid, or sending it by prepaid telegram, addressed to him at his last known address. No notice of the place, date or hour of any meeting of the board of directors need be given to any director if a written waiver of such notice, executed by him before or after the meeting, is filed with the records of the meeting, or to any director who attends the meeting without protesting prior thereto or at its commencement the lack of notice to him.

Section 8. Action at a Meeting. At any meeting of the board of directors, a majority of the directors then in office shall constitute a quorum. Though less than a quorum be present, any meeting may without further notice be adjourned to a subsequent date or until a quorum be had. When a quorum is present at any meeting a majority of the directors present may take any action on behalf of the board except to the extent that a larger number is required by law, by the articles or organization or by these by-laws.

Section 9. Action Without a Meeting. Any action required or permitted to be taken at any meeting of the directors may be taken without a meeting if all the directors consent to the action in writing and the written consents are filed with the records of the meetings of the directors. Such consents shall be treated for all purposes as a vote at a meeting.

Section 10. Powers. The board of directors shall have and may exercise all the powers of the corporation, except such as by law, by the articles of organization or by these by-laws are conferred upon or reserved to the stockholders. In the event of any vacancy in the board of directors, the remaining directors then in office, except as otherwise provided by

law, shall have and may exercise all of the powers of the board of directors until the vacancy is filled.

Section 11. Committees. The board of directors may elect from the board an executive committee or one or more other committees and may delegate to any such committee or committees any or all of the powers of the board except those which by law, by the articles of organization or by these by-laws may not be so delegated. Such committees shall serve at the pleasure of the board of directors. Except as the board of directors may otherwise determine, each such committee may make rules for the conduct of its business, but, unless otherwise determined by the board or in such rules, its business shall be conducted as nearly as may be as is provided in these by-laws for the conduct of the business of the board of directors.

Section 12. Meeting by Telecommunications. Members of the board of directors or any committee elected thereby may participate in a meeting of such board of committee by means of a conference telephone or similar communications equipment by means of which all persons participating in a meeting can hear each other at the same time and participation by such means shall constitute presence in person at the meeting.

ARTICLE III

Officers

Section 1. Enumeration. The officers of the corporation shall consist of a president, a treasurer and a clerk and such other officers, including without limitation a chairman of the board of directors, a secretary and one or more vice presidents, assistant treasurers, assistant clerks and assistant secretaries, as the board of directors may from time to time determine.

Section 2. Qualifications. No officer need be a stockholder or a director. The same person may hold at the same time one or more offices unless otherwise provided by law. The clerk shall be a resident of Massachusetts unless the corporation shall have a resident agent. Any officer may be required by the board of directors to give a bond for the faithful performance of his duties in such form and with such sureties as the board may determine.

Section 3. Elections. The president, treasurer and clerk shall be elected annually by the board of directors at its first meeting following the annual meeting of the stockholders. All other officers shall be chosen or appointed by the board of directors.

Section 4. Term. Except as otherwise provided by law, by the articles of organization or by these by-laws, the president, treasurer and clerk shall hold office until the first meeting of the board of directors following the next annual meeting of the stockholders and until their respective successors are chosen and qualified. All other officers shall hold office until the first meeting of the board of directors following the next annual meeting of the

stockholders, unless a shorter time is specified in the vote choosing or appointing such officer or officers.

Section 5. Resignations. Any officer may resign by delivering his written resignation to the corporation at its principal office or to the president or clerk, or, if there be one, to the secretary. Such resignation shall be effective at the time or upon the happening of the condition, if any, specified therein or, if no such time or condition is specified, upon its receipt.

Section 6. Removal. Any officer may be removed from office with or without cause by vote of a majority of the directors then in office. An officer may be removed for cause only after a reasonable notice and opportunity to be heard before the board of directors.

Section 7. Vacancies. Vacancies in any office may be filled by the board of directors.

Section 8. Certain Duties and Powers. The officers designated below, subject at all times to these by-laws and to the direction and control of the board of directors, shall have and may exercise the respective duties and powers set forth below:

The Chairman of the Board of Directors. The chairman of the board of directors, if there be one, shall, when present, preside at all meetings of the board of directors.

The President. The president shall be the chief executive officer of the corporation and shall have general operating charge of its business. Unless otherwise prescribed by the board of directors, he shall, when present, preside at all meetings of the stockholders, and, if a director, at all meetings of the board of directors unless there be a chairman of the board of directors who is present at the meeting.

The Treasurer. The treasurer shall be the chief financial officer of the corporation and shall cause to be kept accurate books of account.

The Clerk. The clerk shall keep a record of all proceedings of the stockholders and, if there be no secretary, shall also keep a record of all proceedings of the board of directors. In the absence of the clerk from any meeting of the stockholders or, if there be no secretary, from any meeting of the board of directors, an assistant clerk, if there be one, otherwise a clerk pro tempore designated by the person presiding at the meeting, shall perform the duties of the clerk at such meeting.

The Secretary. The secretary, if there be one, shall keep a record of all proceedings of the board of directors. In the absence of the secretary, if there be one, from any meeting of the board of directors, an assistant secretary, if there be one, otherwise a secretary pro tempore designated by the person presiding at the meeting, shall perform the duties of the secretary at such meeting.

Section 9. Other Duties and Powers. Each officer, subject at all times to these by-laws and to the direction and control of the board of directors, shall have and may exercise, in addition to the duties and powers specifically set forth in these by-laws, such duties and powers as are prescribed by law, such duties and powers as are commonly incident to his office and such duties and powers as the board of directors may from time to time prescribe.

ARTICLE IV

Capital Stock

Section 1. Amount and Issuance. The total number of shares and the par value, if any, of each class of stock which the corporation is authorized to issue shall be stated in the articles of organization. The directors may at any time issue all or from time to time any part of the unissued capital stock of the corporation from time to time authorized under the articles of organization, and may determine, subject to any requirements of law, the consideration for which stock is to be issued and the manner of allocating such consideration between capital and surplus.

Section 2. Certificates. Each stockholder shall be entitled to a certificate or certificates stating the number and the class and the designation of the series, if any, of the shares held by him, and otherwise in form approved by the board of directors. Such certificate or certificates shall be signed by the president or a vice president and by the treasurer or an assistant treasurer. Such signatures may be facsimiles if the certificate is signed by a transfer agent, or by a registrar, other than a director, officer or employee of the corporation. In case any officer who has signed or whose facsimile signature has been placed on such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the corporation with the same effect as if he were such officer at the time of its issue.

Every certificate issued for shares of stock at a time when such shares are subject to any restriction on transfer pursuant to the articles of organization, these by-laws or any agreement to which the corporation is a party shall have the restriction noted conspicuously on the certificate and shall also set forth on the face or back of the certificate either (i) the full text of the restriction or (ii) a statement of the existence of such restriction and a statement that the corporation will furnish a copy thereof to the holder of such certificate upon written request and without charge.

Every certificate issued for shares of stock at a time when the corporation is authorized to issue more than one class or series of stock shall set forth on the face or back of the certificate either (i) the full text of the preferences, voting powers, qualifications and special and relative rights of the shares of each class and series, if any, authorized to be issued, as set forth in the articles of organization or (ii) a statement of the existence of such preferences, powers, qualifications and rights and a statement that the corporation

will furnish a copy thereof to the holder of such certificate upon written request and without charge.

Section 3. Transfers. The board of directors may make such rules and regulations not inconsistent with the law, with the articles of organization or with these by-laws as it deems expedient relative to the issue, transfer and registration of stock certificates. The board of directors may appoint a transfer agent and a registrar of transfers or either and require all stock certificates to bear their signatures. Except as otherwise provided by law, by the articles of organization or by these by-laws, the corporation shall be entitled to treat the record holder of any shares of stock as shown on the books of the corporation as the holder of such shares for all purposes, including the right to receive notice of and to vote at any meeting of stockholders and the right to receive any dividend or other distribution in respect of such shares.

Section 4. Record Date. The board of directors may fix in advance a time, which shall be not more than sixty (60) days before the date of any meeting of stockholders or the date for the payment of any dividend or the making of any distribution to stockholders or the last day on which the consent or dissent of stockholders may be effectively expressed for any purpose, as the record date for determining the stockholders having the right to notice of and to vote at such meeting and any adjournment thereof or the right to receive such dividend or distribution or the right to give such consent or dissent, and in such case only stockholders of record on such record date shall have such right, notwithstanding any transfer of stock on the books of the corporation after the record date.

Section 5. Lost Certificates. The board of directors may, except as otherwise provided by law, determine the conditions upon which a new certificate of stock may be issued in place of any certificate alleged to have been lost, mutilated or destroyed.

ARTICLE V

Miscellaneous provisions

Section 1. Fiscal Year. The fiscal year of the corporation shall begin on the first day of January in each year and end on the last day of December next following.

Section 2. Corporate Seal. The seal of the corporation shall be in such form as shall be determined from time to time by the board of directors.

Section 3. Corporation Records. The original, or attested copies, of the articles of organization, by-laws and records of all meetings of the incorporators and stockholders, and the stock and transfer records, which shall contain the names of all stockholders and the record address and the amount of stock held by each, shall be kept in the Commonwealth of Massachusetts at the principal office of the corporation in said Commonwealth or at an office of the transfer agent or of its clerk or of its resident agent, if any. Said copies and records need not all be kept in the same office. They shall be available at all reasonable times to inspection by any stockholder for any proper purpose

but not if the purpose for which such inspection is sought is to secure a list of stockholders or other information for the purpose of selling said list or information or copies thereof or of using the same for a purpose other than the interest of the applicant, as a stockholder, relative to the affairs of the corporation.

Section 4. Voting of Securities. Except as the board of directors may otherwise prescribe, the president or the treasurer shall have full power and authority in the name and on behalf of the corporation, subject to the instructions of the board of directors, to waive notice of, to attend, act and vote at, and to appoint any person or persons to act as proxy or attorney in fact for this corporation (with or without power of substitution) at any meeting of stockholders or shareholders of any other corporation or organization, the securities of which may be held by this corporation.

ARTICLE VI

Amendments

These by-laws may be amended or repealed at any annual or special meeting of the stockholders by the affirmative vote of a majority of the shares of capital stock then issued, outstanding and entitled to vote provided notice of the proposed amendment or repeal is given in the notice of the meeting. No change in the date fixed in these by-laws for the annual meeting of the stockholders shall be made within sixty (60) days before such date, and notice of any change in such date shall be given to all stockholders at least twenty (20) days before the new date fixed for such meeting.

If authorized by the articles of incorporation, these by-laws may also be amended or repealed in whole or in part, or new by-laws made, by the board of directors except with respect to any provision hereof which by-law, the articles of organization or these by-laws requires action by the stockholders. Not later than the time of giving notice of the meeting of stockholders next following the making, amendment or repeal by the directors of any by-laws, notice thereof stating the substance of such change shall be given to all stockholders entitled to vote on amending the by-laws. Any by-law to be made, amended or repealed by the directors may be amended or repealed by the stockholders.

Exhibit 3.105

Secretary of State
Corporations Division
Suite 315, West Tower
2 Martin Luther King Jr. Dr.
Atlanta, Georgia 30334-1530

DOCKET NUMBER	:	973170270
CONTROL NUMBER	:	9724888
EFFECTIVE DATE	:	11/03/1997
REFERENCE	:	0048
PRINT DATE	:	11/13/1997
FORM NUMBER	:	611

JAN R. EZELL ALSTON & BIRD LLP
ONE ATLANTIC CENTER
1201 WEST PEACHTREE STREET
ATLANTA GA 30309-3424

CERTIFICATE OF NAME CHANGE AMENDMENT

I, Lewis A. Massey, the Secretary of State and the Corporation Commissioner of the State of Georgia, do hereby certify under the seal of my office that

YSI HOLDINGS – GEORGIA, INC.
A DOMESTIC PROFIT CORPORATION

has filed articles of amendment in the office of the Secretary of State changing its name to

YFCS HOLDINGS – GEORGIA, INC.

and has paid the required fees as provided by Title 14 of the Official Code of Georgia Annotated. Attached hereto is a true and correct copy of said articles of amendment.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on the date set forth above.

[SEAL]

/s/ Lewis A. Massey
LEWIS A. MASSEY
SECRETARY OF STATE

ARTICLES OF AMENDMENT
OF
YSI HOLDINGS - GEORGIA, INC.

ONE

The name of the corporation is YSI Holdings - Georgia, Inc.

TWO

Article One of the Articles of Incorporation is hereby deleted in its entirety, and the following new Article One is hereby substituted in its place:

"ARTICLE ONE

Name

The name of the corporation is YFCS Holdings - Georgia, Inc."

THREE

The foregoing amendment was duly adopted by the Board of Directors of the Corporation on October 31, 1997. Pursuant to the provisions of Section 14-2-1002 of the Georgia Business Corporation Code, shareholder approval of the amendment was not required.

IN WITNESS WHEREOF, the undersigned has caused these Articles of Amendment to be duly executed as of the 31st day of October, 1997.

YSI HOLDINGS - GEORGIA, INC.

By: /s/ Kevin P. Sheehan
Kevin P. Sheehan
President

[Illegible]

CERTIFICATE OF REQUEST FOR PUBLICATION
PURSUANT TO SECTION 14-2-1006.1(A) OF
THE GEORGIA BUSINESS CORPORATION CODE

Pursuant to the provisions of Section 14-2-1006.1(a) of the Georgia Business Corporation Code, the undersigned, an officer of YSI Holdings - Georgia, Inc., hereby Incorporation to change the name of the corpocertifies that the request for publication of a notice of intent to file Articles of ration to YFCS Holdings - Georgia, Inc. and payment therefor, have been made as required by Section 14-2-1006.1(b).

The undersigned officer has caused this certificate to be duly executed as of the 31st day of October, 1997.

YSI HOLDINGS - GEORGIA, INC.

By: /s/ Kevin P. Sheehan
Kevin P. Sheehan
President

AD973010.249

Secretary of State
Corporations Division
Suite 315, West Tower
2 Martin Luther King Jr. Dr.
Atlanta, Georgia 30334-1530

	:	9724888
CONTROL NUMBER	:	07/17/1997
EFFECTIVE DATE	:	FULTON
COUNTY REFERENCE	:	0070
PRINT DATE	:	07/18/1997
FORM NUMBER	:	311

JOHN R. MENTZER, III
2 PARK CENTER COURT, SUITE 200
OWINGS MILL, MD 21117

CERTIFICATE OF INCORPORATION

I, Lewis A. Massey, the Secretary of State and the Corporation Commissioner of the State of Georgia, do hereby certify under the seal of my office that

YSI HOLDINGS - GEORGIA, INC.
A DOMESTIC PROFIT CORPORATION

has been duly incorporated under the laws of the State of Georgia on the effective date stated above by the filing of articles of incorporation in the office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on the date set forth above.

[SEAL]

/s/ Lewis A. Massey
Lewis A. Massey
Secretary of State

ARTICLES OF INCORPORATION
OF
YSI HOLDINGS - GEORGIA, INC.

ARTICLE ONE

Name

The name of the corporation is "YSI Holdings - Georgia, Inc."

ARTICLE TWO

Authorized Shares

The corporation shall have authority to be exercised by the Board of Directors to issue not more than ten thousand (10,000) shares of capital stock, par value $ 001 per share, all of which shall be designated "Common Stock." The Common Stock shall have unlimited voting rights and shall be entitled to receive the net assets of the corporation upon dissolution.

ARTICLE THREE

Registered Office and Agent

The initial registered office of the corporation is located at Alston & Bird. One Atlantic Center, 1201 West Peachtree Street, Fulton County, Atlanta Georgia, 30309. The initial registered agent of the corporation at its registered office is Frankie Simmons.

ARTICLE FOUR

Incorporator

The name and address of the incorporator is as follows:

John R. Mentzer III
Youth Services International, Inc.
2 Park Center Court, Suite 200
Owings Mill, Maryland 21117

ARTICLE FIVE

Principal Office

The mailing address of the initial principal office of the corporation is 2 Park Center Court, Suite 200, Owings Mill, Maryland 21117

ARTICLE SIX

Limitation of Director Liability

6.1 A director of the corporation shall not be liable to the corporation or its shareholders for monetary damages for any action taken, or any failure to take any action, as a director, except liability (i) for any appropriation, in violation of his duties, of any business opportunity of the corporation, (ii) for acts or omissions which involve intentional misconduct or a knowing violation of law. (iii) of the types set forth in Section 14-2-832 of the Georgia Business Corporation Code, or (iv) for any transaction from which the director received an improper personal benefit.

6.2 Any repeal or modification of the provisions of this Article by the shareholders of the corporation shall be prospective only, and shall not adversely affect any limitation on the liability of a director of the corporation with respect to any act or omission occurring prior to the effective date of such repeal or modification.

6.3 If the Georgia Business Corporation Code is hereafter amended to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the corporation, in addition to the limitation on liability provided herein, shall be limited to the fullest extent permitted by the Georgia Business Corporation Code, as so amended.

6.4 In the event that any of the provisions of this Article (including any provision within a single sentence) is held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions are severable and shall remain enforceable to the fullest extent permitted by law.

ARTICLE SEVEN

Constituency Considerations

In discharging the duties of their respective positions and in determining what is believed to be in the best interests of the corporation, the Board of Directors, committees of the Board of Directors, and individual directors, in addition to considering the effects of any action on the corporation or its shareholders, may consider the interests of the employees, customers, suppliers, and creditors of the corporation and its subsidiaries, the communities in which offices or other establishments of the corporation and its subsidiaries are located, and all other factors such directors consider pertinent, provided, however, that this article shall be deemed solely to grant discretionary authority to the directors and shall not be deemed to provide to any constituency any right to be considered

ARTICLE EIGHT

Initial Board of Directors

The initial Board of Directors shall consist of one member whose name and address are as follows

Mark S Demilio
c/o Youth Services International, Inc
2 Park Center Court, Suite 200
Owings Mill, Maryland 21117

ARTICLE NINE

Shareholder Action by Less Than Unanimous Written Concept

Any action that is required or permitted to be taken at a meeting of the shareholders may be taken without a meeting if the action is taken by persons who would be entitled to vole at a meeting shares having voting power to cast not less than the minimum number (or numbers, in the case of voting by groups) of votes that would be necessary to authorize or take such action at a meeting at which all shareholders entitled to vote were present and voted. The action must be

evidenced by one or more written consents describing the action taken, signed by shareholders entitled to take action without a meeting and delivered to the corporation for inclusion in the meeting or filing with the corporate records

IN WITNESS WHEREOF, the undersigned executes these Articles of Incorporation this 16th day of July, 1997.

/s/ John R Menfzer III
John R Menfzer III
Incorporator

SECRETARY OF STATE
[ILLEGIBLE]

BUSINESS SERVICES AND REGULATION
Suite 315, West Tower
2 Martin Luther King, Jr. Drive
Atlanta, Georgia 30334-1530
(404) 656-2817

Secretary of State
State of Georgia

TRANSMITTAL INFORMATION FOR GEORGIA PROFIT OR NONPROFIT CORPORATIONS

J.K JACKSON
Director

DO NOT WRITE IN SHADED AREA - SOS USE ONLY

NOTICE TO APPLICANT: PRINT PLAINLY OR TYPE REMAINDER OF THIS FORM. INSTRUCTIONS ARE ON THE BACK OF THIS FORM.

1 Illegible

Corporate Name Reservation Number

YSI Holdings - Georgia, Inc.

Corporate Name (exactly as it appears on name reservation)

2 John R. Mentzer III — (410) 356-8600
Applicant/Attorney — Telephone Number

Youth Services International Inc., 2 Park Center Court Suite 200

Owings Mail — Maryland — 21117
City — State — Zip Code

1 NOTICE THIS FORM DOES NOT REPLACE THE ARTICLES OF INCORPORATION. MAIL OR DELIVER DOCUMENTS AND THE SECRETARY OF STATE FILING FEE TO THE ABOVE ADDRESS. DOCUMENTS SHOULD BE SUBMITTED IN FOLLOWING ORDER. (A COVER LETTER IS NOT REQUIRED.)

1 FORM 227 - TRANSMITTAL FORM (ATTACH SECRETARY OF STATE FILING FEE OF $60.00 TO THIS FORM)

2 ORIGINAL ARTICLES OF INCORPORATION

3 ONE COPY OF ARTICLES OF INCORPORATION

I understand that the information on this form will be entered in the Secretary of State business registration database. I certify that a Notice of Incorporation or a Notice of Indent to Incorporate with a publishing fee of $40.00 has been or will be mailed or delivered to the authorized newspaper as required by law.

/s/ John R. Menfzer III — July 16, 1997
Authorized Signature — Date

BSR Form 227 (12/93)

[illegible]

Sullivan, Linda

From: Solstice[ssolstice@ymail.com]
Sent: Wednesday,March 02, 2011 7:25 PM
To: Sullivan,Linda

Subject: Certificate of Search Request

Good Day Linda,

I would like to request a Certificate of Search for the following entities:

1. Hubert Edmond Wilson
2. Ezekiel Dumazi Bak Ali

Thank you,

Shirley
404-839-4622

Exhibit 3.106

YFCS HOLDINGS - GEORGIA, INC.

AMENDED AND RESTATED BYLAWS

Adopted as of January 22, 2001

Corporate Bylaws

Article I. Definitions

1.01 Code

The Code means the applicable titles, parts, chapters, sections, and other divisions of the state of incorporation's statutory scheme governing the formation and operation of corporations.

1.02 Record Date

Record Date means the date established under the Code on which the corporation determines the identity of its shareholders and their shareholdings. Such determination shall be made as of the close of business on the record date unless another time for doing so is specified when the record date is fixed.

1.03 Voting Group

Voting Group means all shares of one or more classes or series that under the articles of incorporation or the Code are entitled to vote and be counted together collectively on a matter at a meeting of the shareholders. All shares entitled by the articles of incorporation or the Code to vote generally on the matter are for that purpose a single voting group.

1.04 Corporation

Corporation includes any domestic or foreign predecessor entity of the corporation in a merger or other transaction in which the predecessor's existence ceased upon consummation of the transaction.

1.05 Director or Officer

Director or Officer means an individual who is or was (i) a member of the Board of Directors, (ii) an individual elected or appointed by the Board of Directors to serve as an officer, or (iii) a member of any duly constituted Committee of the Board of Directors. "Director" or "officer" includes, unless the context otherwise requires, the estate or personal representative of a director or officer.

1.06 Disinterested Director or Officer

"Disinterested Director" or "Disinterested Officer" means a director or officer who, with respect to a determination of the authorization or non-authorization of an expense advancement or of indemnification, is neither:

(i) the individual whose indemnification or expense advancement is the subject of the decision being made; nor

(ii) An individual having a familial, financial, professional, or employment relationship with the person whose indemnification or advance for expenses is the subject of the decision being made with respect to the proceeding, which relationship would, in the circumstances, reasonably be expected to exert an influence on the director's or officer's judgment when voting on the decision being made.

1.07 Liability

Liability means the obligation to pay a judgment, settlement, penalty, fine (including an excise tax assessed with respect to an employee benefit plan), or reasonable expenses incurred with respect to a proceeding.

1.08 Official Capacity

When used with respect to a director, Official Capacity means the office of director in the corporation. When used with respect to an officer, Official Capacity means the office in the corporation held by the officer. Official capacity does not include service for any other domestic or foreign corporation or any partnership, joint venture, trust, employee benefit plan, or other entity.

1.09 Party

Party includes an individual who was, is, or is threatened to be made a named defendant or respondent in a proceeding.

1.10 Proceeding

Proceeding means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitrative, or investigative and whether formal or informal.

Article II. Offices and Agents

2.01 Registered Office and Agent

The corporation shall maintain a registered office and have a registered agent, whose business office address is identical to that of the registered office, in its state of incorporation and in each state in which the corporation is qualified to do business.

2.02 Other Offices

In addition to its registered office, the corporation may have offices at any other place or places, within or without the state of incorporation, as the Board of Directors may from time to time select or as the business of the corporation may require or make desirable.

Article III. Meetings of the Shareholders

3.01 Annual Meetings

An annual meeting of the shareholders shall be held for the election of directors at such date, time, and place, either within or without the state of incorporation, as may be designated by resolution of the Board of Directors from time to time. Such resolution shall designate the date, time, and place of the meeting. Any other proper business may be transacted at the annual meeting. If an annual meeting is not held as provided in this bylaw, any business, including the election of directors, that might properly have been acted upon at that meeting may be acted upon at a special meeting in lieu of the annual meeting held pursuant to these bylaws or held pursuant to a court order.

3.02 Special Meetings

Special meetings of the shareholders may be called for any purpose or purposes at any time by the Board of Directors, or by the President of the corporation, or by a Committee of the Board of Directors that has been duly designated and authorized by resolution of the Board of Directors to call such meetings. In addition, the Board of Directors shall call such a meeting upon the written request of shareholders holding at least twenty percent (20%) of all the votes entitled to be cast on the issue or issues proposed to be considered at the requested special meeting.

3.03 Quorum

With respect to shares entitled to vote as a separate voting group on a matter at a meeting of shareholders, the presence, in person or by proxy, of a majority of the votes entitled to be cast on the matter by the voting group shall constitute a quorum of that voting group for action on that matter unless the articles of incorporation or the Code provide otherwise. Once a share is represented for any purpose at a meeting, other than solely to object to holding the meeting or to transacting business at the meeting, it is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of the meeting unless a new record date is or must be set for the adjourned meeting pursuant to the bylaw governing the fixing of the record date with regard to shareholder action.

3.04 Adjournment and Reconvention

Whether or not a quorum is present to organize a meeting, any meeting of shareholders may be adjourned by the holders of a majority of the voting shares represented at the meeting to reconvene at a specific time and place, but no later than 120 days after the date fixed for the original meeting unless the requirements of the Code concerning the selection of a new record date have been met. At any reconvened meeting within that time period, any business may be transacted that could have been transacted at the meeting that was adjourned.

3.05 Presiding Officer

The Chief Executive Officer shall serve as the Presiding Officer of every meeting of shareholders unless another person is elected by the shareholders to serve as Presiding Officer at the meeting. The Presiding Officer shall appoint any persons he deems required to assist with the meeting.

3.06 Vote Required for Action

If a quorum exists, action on a matter (other than the election of directors) by a voting group is approved if the votes cast within the voting group favoring the action exceed the votes cast opposing the action, unless the articles of incorporation, provisions of these bylaws validly adopted by the shareholders, or the Code requires a greater number of affirmative votes. If the articles of incorporation or the Code provide for voting by two or more voting groups on a matter, action on that matter is taken only when voted upon by each of those voting groups counted separately. Action may be taken by one voting group on a matter even though no action is taken by another voting group entitled to vote on the matter. With regard to the election of directors, unless otherwise provided in the articles of incorporation, if a quorum exists, action on the election of directors is taken by a plurality of the votes cast by the shares entitled to vote in the election.

3.07 Shares Held by Another Corporation

Shares standing in the name of another corporation, domestic or foreign, may be voted by such officer, agent, or proxy as the by-laws of such other corporation may prescribe, or, in the absence of such a provision, as the board of directors of such other corporation may determine.

3.08 Method of Voting Shares

Unless the articles of incorporation or the Code provide otherwise, each outstanding share having voting rights shall be entitled to one vote on each matter submitted to a vote at a meeting of the shareholders. Voting on all matters shall be by voice vote or by show of hands unless any qualified voter, prior to the voting on any matter, demands vote by ballot, in which case each ballot shall state the name of the shareholder voting and the number of shares voted by him, and if the ballot be cast by proxy, it shall also state the name of the proxy.

3.09 Proxies

A shareholder entitled to vote on a matter may vote in person or by proxy pursuant to an appointment of proxy executed in writing by the shareholder or by his attorney-in-fact. An appointment of proxy shall be valid for only one meeting to be specified therein, and any adjournments of such meeting, but shall not be valid for more than eleven months unless expressly provided therein. Appointments of proxy shall be dated and filed with the records of the meeting to which they relate. If the validity of any appointment of proxy is questioned, it must be submitted to the secretary of the meeting of shareholders for examination or to a proxy officer or committee appointed by the meeting's presiding officer. The secretary of the meeting or, if appointed, the proxy officer or committee, shall determine the validity or invalidity of any appointment of proxy submitted for examination. Reference in the minutes of the meeting by the secretary or, if appointed, the proxy officer or committee, as to the regularity of an appointment of proxy shall be received as prima facie evidence of the facts stated for the purpose of establishing the presence of a quorum at the meeting and for all other purposes.

3.10 Action Without a Meeting

Any action required or permitted to be taken at a meeting of the shareholders, may be taken without a meeting if the action is taken by all shareholders entitled to vote on the action. Or, if allowed by the articles of incorporation, such action may be taken without a meeting by persons who would be entitled to vote shares having voting power to cast not less than the minimum number (or numbers, in the case of voting by groups) of votes that would be necessary to authorize or take the action at a meeting at which all shareholders entitled to vote were present and voted. The action without a meeting must be evidenced by one or more written consents describing the action taken, signed by shareholders entitled to take action without a meeting, and delivered to the corporation for inclusion in the minutes or filing with the corporate records. The corporation shall give written notice of actions so taken.

3.11 Notice

Unless waived as contemplated in these bylaws, a notice of each meeting of shareholders, stating the date, time, and place of the meeting shall be given not less than ten (10) days nor more than sixty (60) days before the date thereof, to each shareholder entitled to vote at that meeting. In the case of an annual meeting, the notice need not state the purpose or purposes of the meeting unless the articles of incorporation or the Code requires otherwise. In the case of a special meeting, including a special meeting in lieu of an annual meeting, the notice of meeting shall state the purpose or purposes for which the meeting is called.

Article IV. Board of Directors

4.01 Powers

All corporate powers, which are lawful and do not violate any legal agreement among shareholders and which are not prohibited by the articles of incorporation or these bylaws, shall be exercised by or under the authority of, and the business and affairs of the corporation shall be managed under, the direction of the Board of Directors. The Board of Directors may, by resolution, vote any shares of stock owned by the corporation. Also, the Board of Directors from time to time in its discretion may authorize or declare distributions or share dividends in accordance with the Code.

4.02 Number

The number and composition of the corporation's Board of Directors shall initially be that which is specified in the articles of incorporation. If the articles of incorporation do not specify the number and composition of the Board of Directors, then the Board of Director's shall consist of one member, the

Chief Executive Officer of the corporation. Thereafter, the number and composition of the Board of Directors may be changed from time to time by an action of the shareholders.

4.03 Election

Except as provided for in the bylaw addressing vacancies in the Board of Directors, the Directors shall be elected by a vote of the shareholders at each annual meeting of shareholders or special meeting in lieu of the annual meeting.

4.04 Term of Office

Except in the case of death, written resignation, retirement, disqualification, or removal, each director shall serve until the next succeeding annual meeting or special meeting in lieu of an annual meeting and thereafter until his successor is elected and qualifies or until the number of directors is decreased.

4.05 Removal

One or more directors may be removed from office with or without cause by the shareholders by a majority of the votes entitled to be cast. If the director was elected by a voting group, only the shareholders of that voting group may participate in the vote to remove him. Removal action may be taken at any meeting of shareholders with respect to which the notice stated that the purpose, or one of the purposes, of the meeting is removal of the director, and a removed director's successor may be elected at the same meeting.

4.06 Vacancies

A vacancy occurring in the Board of Directors, other than by reason of an increase in the number of directors, shall be filled for the unexpired term by the first to take action of (a) the shareholders or (b) the Board of Directors, and if the directors remaining in office constitute fewer than a quorum of the Board of Directors, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office. If the vacant office was held by a director elected by a voting group, only the holders of shares of that voting group or the remaining directors elected by that voting group are entitled to vote to fill the vacancy. A vacancy occurring in the Board of Directors by reason of an increase in the number of directors shall be filled in like manner as any other vacancy, but, if filled by action of the Board of Directors, shall only be for a term of office continuing until the next election of directors by the shareholders and until the election and qualification of a successor.

4.07 Committees

The Board of Directors, by resolution, may designate from among its members an executive committee and one or more other committees, each consisting of one or more directors all of whom serve at the pleasure of the Board of Directors. Except as limited by the Code, each committee shall have the authority set forth in the resolution establishing the committee. The provisions of these bylaws as to the Board of Directors and its deliberations shall be applicable to any committee of the Board of Directors. All decisions and actions of any committee created by these bylaws or resulting from the authority granted by these bylaws, shall be subject to the discretionary review and approval of the Board of Directors.

4.08 Compensation

Unless the articles of incorporation provide otherwise, the Board of Directors may determine from time to time the compensation, if any, directors may receive for their services as directors. A

director may also serve the corporation in a capacity other than that of director and receive compensation, as determined by the Board of Directors, for services rendered in such other capacity.

Article V. Meetings of the Board of Directors

5.01 Regular Meetings

Regular meetings of the Board of Directors shall be held immediately after the annual meeting of shareholders or a special meeting in lieu of the annual meeting. In addition, the Board of Directors may schedule other meetings to occur at regular intervals throughout the year.

5.02 Special Meetings

Special meetings of the Board of Directors may be called by or at the request of the Chief Executive Officer of the corporation, by the sole director of the board or, if the board consists of more than one director, by any two directors in office at that time.

5.03 Quorums

Unless a greater number is required by the articles of incorporation, these bylaws, or the Code, a quorum of the Board of Directors consists of a majority of the total number of directors.

5.04 Adjournments

Whether or not a quorum is present to organize a meeting, any meeting of directors (including an adjourned meeting) may be adjourned by a majority of the directors present to reconvene at a specific time and place. At any reconvened meeting, any business may be transacted that could have been transacted at the meeting that was adjourned. It shall not be necessary to give any notice of the reconvened meeting or of the business to be transacted, if the date, time and place of the reconvened meeting are announced at the meeting that was adjourned.

5.05 Action Without a Meeting

Unless the Code, the articles of incorporation, or these bylaws provide otherwise, any action required or permitted to be taken at any meeting of the Board of Directors, or any action that may be taken at a meeting of an authorized committee of the Board of Directors, may be taken without a meeting if the action is taken by all the members of the Board of Directors (or of the committee, as the case may be). The action must be evidenced by one or more written consents describing the action taken, signed by each director (or each director serving on the committee, as the case may be), and delivered to the corporation for inclusion in the minutes or filing with the corporate records.

5.06 Meetings by Telephone

Any or all directors may participate in a meeting of the Board of Directors, and members of an authorized committee of the Board of Directors may participate in a meeting of the committee (as the case may be), through the use of any means of communication by which all directors participating may simultaneously hear each other during the meeting.

5.07 Place of Meetings

Directors may hold their meetings at any place within or without the state of incorporation, as the Board of Directors may from time to time establish for regular meetings or as set forth in the notice of special meetings or, in the event of a meeting held pursuant to waiver of notice, as set forth in the

waiver.

5.08 Notice of Meetings

No notice shall be required for any regularly scheduled meeting of the directors. Unless waived as contemplated in these bylaws, each director shall be given at least five day's notice of each special meeting stating the date, time, and place of the meeting. It is not required that the purpose of a Directors' meeting be stated in any notice of such a meeting, whether the meeting is a regular or a special meeting.

5.09 Vote Required for Action

If a quorum is present when a vote is taken, the affirmative vote of a majority of directors present is the act of the Board of Directors unless the Code, the articles of incorporation, or these bylaws require the vote of a greater number of directors.

A director who is present at a meeting of the Board of Directors, or an authorized committee of the Board of Directors, when corporate action is taken is deemed to have assented to the action taken unless:

(i) he objects at the beginning of the meeting (or promptly upon his arrival) to holding the meeting or to transacting business at the meeting,

(ii) his dissent or abstention from the action taken is entered in the minutes of the meeting, or

(iii) he delivers written notice of his dissent or abstention to the presiding officer of the meeting before its adjournment or to the corporation immediately after adjournment of the meeting.

The right of dissent or abstention is not available to a director who votes in favor of the action taken.

Article VI. Shareholder and Director Notices

6.1 Delivery of Notice

Whenever these bylaws require notice to be given to any shareholder or director, the notice shall be given in accordance with this bylaw. Notice under these bylaws shall be in writing unless oral notice is reasonable under the circumstances. Any notice to directors may be written or oral. Notice may be communicated in person, by telephone, telegraph, teletype, other form of wire or wireless communication, or by mail or private carrier. If these forms of personal notice are impracticable, notice may be communicated by a newspaper of general circulation in the area where published, or by radio, television, or other form of public broadcast communication. Written notice to the shareholders, if in a comprehensible form, is effective when mailed, if mailed with first-class postage prepaid and correctly addressed to the shareholder's address shown in the corporation's current record of shareholders.

6.2 When Effective

Except as otherwise provided in this bylaw, written notice, if in a comprehensible form, is effective at the earliest of the following:

(i) when received or when delivered, properly addressed, to the addressee's last known

principal place of business or residence;

(ii) five days after deposit in the mail, as evidenced by the postmark, if mailed with first-class postage prepaid and correctly addressed, or

(iii) on the date shown on the return receipt, if sent by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee.

Oral notice is effective when communicated if communicated in a comprehensible manner.

In calculating time periods for notice, when a period of time measured in days, weeks, months, years, or other measurement of time is prescribed for the exercise of any privilege or the discharge of any duty, the first day shall not be counted but the last day shall be counted.

6.3 Waiver

A shareholder or director may waive any notice before or after the date and time stated in the notice. Except as provided in this bylaw, the waiver must be in writing, be signed by the shareholder or director entitled to the notice, and be delivered to the corporation for inclusion in the minutes or filing with the corporate records.

A shareholder's attendance at a meeting (i) waives objection to lack of notice or defective notice of the meeting, unless the shareholder at the beginning of the meeting objects to holding the meeting or transacting business at the meeting; and (ii) waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the shareholder objects to considering the matter when it is presented.

A director's attendance at or participation in a meeting waives any required notice to him of the meeting unless the director at the beginning of the meeting (or promptly upon his arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Unless required by the Code, neither the business transacted nor the purpose of the meeting need be specified in the waiver.

6.4 Notice Following Adjournment

If notice of an adjourned meeting of the shareholders or of the directors was properly given, it shall not be necessary to give any notice of the reconvened meeting or of the business to be transacted, if the date, time and place of the reconvened meeting are announced at the meeting that was adjourned and before adjournment; provided, however, that if a new record date of shares is or must be fixed, notice of the reconvened meeting must be given to persons who are shareholders as of the new record date.

Article VII. Officers

7.01 Number

The officers of the corporation shall consist of a Board Chairman, a President, a Secretary, a Treasurer, and any other officers as may be appointed by the Board of Directors or by an other duly appointed officer pursuant to these bylaws. The Board of Directors shall from time to time create and establish the duties of the other officers. Any two or more offices may be held by the same person.

7.02 Chairman of Board

The Chairman of the Board of Directors shall preside at all meetings of the Board of Directors and shall have authority to execute bonds, mortgages, and other contracts requiring a seal, under the seal of the corporation; to endorse, when sold, assigned, transferred, or otherwise disposed of by the corporation, all certificates or shares of stock, bonds, or other securities issued by other corporations, associations, trusts, whether public or private, or by any government agency thereof, and owned or held by the corporation, and to make, execute, and deliver all instruments or assignments of transfer of any such stocks, bonds, or other securities. The Chairman of the Board may, with the approval of the Board of Directors, or shall, at the direction of the Board of Directors, delegate any or all of such duties to the President.

7.03 President

The President shall be the Chief Executive Officer of the corporation and shall have general supervision of the business of the corporation. The President shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall perform such other duties as may from time to time be delegated by the Board of Directors. In the absence of the Chairman of the Board, the President shall have authority to do any and all things delegated to the Chairman of the Board of Directors.

7.04 Vice President

In the absence or disability of the President, or at the direction of the President, the Vice President, if any, shall perform the duties and exercise the powers of the President. If the corporation has more than one Vice President, the one designated by the Board of Directors shall act in lieu of the President. Vice Presidents shall perform whatever duties and have whatever powers the Board of Directors may from time to time assign.

7.05 Secretary

The Secretary shall be responsible for preparing minutes of the acts and proceedings of all meetings of the shareholders, the Board of Directors, and any Committees thereof. The Secretary shall have authority to give all notices required by the Code or these bylaws. The Secretary shall be responsible for the custody of the corporate books, records, contracts, and other documents. The Secretary may affix the corporate seal to any lawfully executed documents and shall sign any instruments as may require his or her signature. The Secretary shall authenticate records of the corporation. The Secretary shall perform whatever additional duties and have whatever additional powers the Board of Directors may from time to time assign. In the absence or disability of the Secretary or at the direction of the President, any assistant secretary may perform the duties and exercise the powers of the Secretary.

7.06 Treasurer

The Treasurer shall be responsible for the custody of all funds and securities belonging to the corporation and for the receipt, deposit, or disbursement of funds and securities under the direction of the Board of Directors. The Treasurer shall cause to be maintained full and true accounts of all receipts and disbursements and shall make reports of the same to the Board of Directors and the President upon request. The Treasurer shall perform all duties as may be assigned to him from time to time by the Board of Directors.

7.07 Appointment, Term, and Removal

All officers shall be appointed by the Board of Directors or by a duly appointed officer pursuant to these bylaws and shall serve at the pleasure of the Board of Directors or the appointing officers, as the case may be. All officers, however appointed, may be removed with or without cause by the Board of Directors, and any officer appointed by another officer may also be removed by the appointing officer with or without cause.

7.08 Compensation

The compensation of all officers of the corporation appointed by the Board of Directors shall be fixed by the Board of Directors.

7.09 Bonds

The Board of Directors may, by resolution, require any or all of the officers, agents, or employees of the corporation to give bonds to the corporation, with sufficient surety or sureties, conditioned on the faithful performance of the duties of their respective offices or positions, and to comply with any other conditions as from time to time may be required by the Board of Directors.

Article VIII. Indemnification

8.01 Basic Indemnification Arrangement

Except as provided in these bylaws, the corporation shall indemnify an individual who is a party to a proceeding because he or she is or was a director or officer against liability incurred in the proceeding if:

(i) Such Director or Officer conducted himself in good faith and reasonably believed:

(a) In the case of conduct in his or her official capacity, that such conduct was in the best interests of the corporation;

(b) In all other cases, that such conduct was at least not opposed to the best interests of the corporation; and

(c) In the case of any criminal proceeding, that the individual had no reasonable cause to believe such conduct was unlawful, or

(ii) Such Director's or Officer's conduct with respect to an employee benefit plan, which is the subject of the proceeding, was for a purpose he believed in good faith to be in the interests of the participants in and beneficiaries of the plan.

The termination of a proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent is not, of itself, determinative that the director or officer did not meet the requisite standard of conduct described in this bylaw.

The corporation may not indemnify a director or officer under this Article:

(i) In connection with a proceeding by or in the right of the corporation, except for reasonable expenses incurred in connection with the proceeding if it is determined that the director or officer has met the requisite standard of conduct under this bylaw; or

(ii) In connection with any proceeding with respect to conduct for which he or she was adjudged liable on the basis that personal benefit was improperly received by him or her, whether or not involving action in his or her official capacity.

8.02 Advances for Expenses

The corporation may, before final disposition of a proceeding, advance funds to pay for or reimburse the reasonable expenses, including counsel fees, incurred by a director or officer who is a party to a proceeding because he or she is a director or officer if he or she delivers to the corporation:

(i) A written affirmation of his or her good faith belief that he or she has met the requisite standard of conduct described in the Basic Indemnification Arrangement bylaw or that the proceeding involves conduct for which such person's liability has been eliminated under the corporation's articles of incorporation; and

(ii) His or her written undertaking to repay any funds advanced if it is ultimately determined that the director or officer is not entitled to indemnification under this Article or the Code. This undertaking to repay must be an unlimited general obligation of the director or officer but need not be secured and may be accepted without reference to the financial ability of the director or officer to make repayment.

Authorizations for expense advancements shall be made:

(i) By the board of directors:

(a) by a majority vote of a quorum consisting of disinterested directors, or

(b) if such a quorum is not obtainable (or is obtainable and a majority vote of a quorum of disinterested directors so directs), by independent legal counsel in a written opinion; or

(ii) By a majority vote of the shareholders; however, shares owned or voted under the control of a director or officer who at the time does not qualify as a disinterested director or disinterested officer with respect to the proceeding may not be voted on the authorization.

8.03 Court-Ordered Indemnification and Advances for Expenses

A director or officer who is a party to a proceeding because he or she is a director or officer may apply for indemnification or advance for expenses to the court conducting the proceeding or to another court of competent jurisdiction. Pursuant to the Code, after receipt of an application and after giving any notice it considers necessary, the court shall:

(i) Order indemnification or advance for expenses if it determines that the director or officer is entitled to indemnification; or

(ii) Order indemnification or advance for expenses if it determines, in view of all the relevant circumstances, that it is fair and reasonable to indemnify the director or officer, or to advance expenses to the director or officer, even if the director or officer has not met the relevant standard of conduct, failed to comply with the requirements for advance of expenses, or was adjudged liable on the basis that personal benefit was improperly received by him or her, whether or not involving action in his or her official capacity. However, if the director or officer was adjudged so liable, the indemnification shall be

limited to reasonable expenses incurred in connection with the proceeding.

If the court determines that the director or officer is entitled to indemnification or advance for expenses, it may also order the corporation to pay the director's or officer's reasonable expenses to obtain court-ordered indemnification or advance for expenses.

8.04 Determination and Authorization of Indemnification

The corporation acknowledges that indemnification of a director or officer according to these bylaws has been pre-authorized by the corporation as permitted by the Code. Nevertheless, the corporation shall not indemnify a director or officer under these bylaws unless a determination has been made for the specific proceeding that indemnification of the director or officer is permissible in the circumstances because he or she has met the relevant standard of conduct set forth in the Basic Indemnification Arrangement. However, regardless of the result or absence of any such determination, the corporation shall indemnify a director or officer who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which he or she was a party because he or she was a director or officer of the corporation against reasonable expenses incurred by the director or officer in connection with the proceeding.

The determination of indemnification shall be made:

(i) by the board of directors:

  (a) by a majority vote of a quorum consisting of disinterested directors; or

  (b) if such a quorum is not obtainable or is obtainable and a majority vote of a quorum of disinterested directors so directs, by independent legal counsel in a written opinion; or

(ii) by a majority vote of the shareholders, but shares owned by or voted under the control of a director or officer who at the time does not qualify as a disinterested director or disinterested officer may not be voted on the determination.

As acknowledged above, the corporation has pre-authorized the indemnification of directors and officers hereunder, subject to a determination for a specific proceeding that the director or officer met the relevant standard of conduct under the Basic Indemnification Arrangement. Consequently, no further decision need or shall be made on a case-by-case basis as to the authorization of the corporation's indemnification of directors or officers hereunder. Nevertheless, evaluation as to reasonableness of expenses of a director or officer for a specific proceeding shall be made in the same manner as the determination that indemnification is permissible, except that if there are fewer than two disinterested directors or if the determination is made by special legal counsel, evaluation as to reasonableness of expenses shall be made by the Board of Directors, the members of which may or may not be disinterested.

8.05 Indemnification of Employees and Agents

The corporation may indemnify and advance expenses under these bylaws to an employee or agent of the corporation who is not a director or officer to the extent, consistent with public policy, that such indemnification and advances may be provided to a director or officer.

8.06 Shareholder Approved Indemnification

If authorized by the articles of incorporation, the bylaws, or by a contract or resolution

approved or ratified by the shareholders of the corporation by a majority of the votes entitled to be cast, the corporation may indemnify or obligate itself to indemnify a director or officer made a party to a proceeding, including a proceeding brought by or in the right of the corporation, without regard to the limitations in other sections of these bylaws, but shares owned or voted under the control of a director or officer who at the time of such authorization does not qualify as a disinterested director or disinterested officer with respect to any existing or threatened proceeding that would be covered by the authorization may not be voted on the authorization.

Nevertheless, the corporation shall not indemnify a director or officer under this bylaw for any liability incurred in a proceeding in which the director or officer is adjudged liable to the corporation or is subjected to injunctive relief in favor of the corporation:

(i) for any appropriation, in violation of his or her duties, of any business opportunity of the corporation,

(ii) for acts or omissions which involve intentional misconduct or a knowing violation of law,

(iii) for assenting to an unlawful distribution as defined in the Code, or

(iv) for any transaction from which he or she received an improper personal benefit.

Where approved or authorized according to this bylaw, the corporation may advance or reimburse expenses incurred in advance of final disposition of the proceeding only if

(i) The director or officer furnishes the corporation a written affirmation of his or her good faith belief that his or her conduct does not constitute behavior of the kind described in this bylaw which would prevent indemnification; and

(ii) The director or officer furnishes the corporation a written undertaking, executed personally or on his or her behalf, to repay any advances if it is ultimately determined that he or she is not entitled to indemnification under this bylaw.

8.07 Insurance

The corporation may purchase and maintain insurance on behalf of an individual

(i) who is a director, officer, employee, or agent of the corporation, or

(ii) who, while a director, officer, employee, or agent of the corporation, serves at the corporation's request as a director, officer, partner, trustee, employee or agent of another domestic or foreign corporation, partnership, joint venture, trust, employee benefit plan, or other entity

against liability asserted against or incurred by him or her in that capacity or arising from his or her status as a director, officer, employee, or agent, whether or not the corporation would have power to indemnify or advance expenses to him or her against the same liability under these bylaws or the Code.

8.09 Witness Fees

Nothing in these bylaws shall limit the corporation's power to pay or reimburse expenses incurred by a director or officer in connection with his or her appearance as a witness in a proceeding at a time when he or she is not a party.

8.10 Report to Shareholders

To the extent and in the manner required by the Code from time to time, if the corporation indemnifies or advances expenses to a director or officer in connection with a proceeding by or in the right of the corporation, the corporation shall report the indemnification or advance to the shareholders.

8.11 Effect of Amendments

No amendment, modification, or rescission of these bylaws, or any provision of the bylaws, the effect of which would diminish the rights to indemnification or advancement of expenses as set forth herein shall be effective as to any person with respect to any action taken or omitted by such person prior to such amendment, modification or rescission.

Article IX. Stock Certificates

9.01 Authorization and Issuance

In accordance with the Code, the Board of Directors may authorize shares of any class or series provided for in the corporation's Articles of Incorporation to be issued for any consideration valid under the provisions of the Code. To the extent provided in the Articles of Incorporation, the Board of Directors shall determine the preferences, limitations, and relative rights of the shares.

9.02 Form

The interest of each shareholder in the corporation shall be evidenced by a certificate or certificates representing shares of the corporation which shall be in such form as the Board of Directors from time to time may adopt. Share certificates shall be numbered consecutively, shall be in registered form, shall indicate the date of issuance, the name of the corporation, that it is organized under the laws of the state of incorporation, the name of the shareholder, the number and class of shares, and the designation of the series, if any, represented by the certificate. Each certificate shall be signed by any one of the President, a Vice President, the Secretary, or the Treasurer. The corporate seal need not be affixed.

9.03 Registered Shareholders

Prior to due presentation for transfer of registration of its shares, the corporation may treat the registered owner of the shares as the person exclusively entitled to vote the shares, to receive any share dividend or distribution with respect to the shares, and for all other purposes. The corporation shall not be bound to recognize any equitable or other claim to or interest in the shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

9.04 Transfer of Shares

Transfers of shares shall be made upon the transfer books of the corporation, kept at the principle office of the corporation (or at the office of the transfer agent designated to transfer the shares, if any) only upon direction of the person named in the certificate, or by his or her attorney lawfully constituted in writing. Before a new certificate is issued, the old certificate shall be surrendered for cancellation or, in the case of a certificate alleged to have been lost, stolen, or destroyed, the requirements of the bylaw governing lost, stolen, or destroyed certificates shall have been met.

9.05 Record Date

For the purpose of determining shareholders entitled to notice of a shareholders' meeting, to

demand a special meeting, to vote, or to take any other action, the Board of Directors may fix a future date as the record date, which date shall be not more than seventy (70) days prior to the date on which the particular action requiring a determination of shareholders is to be taken. A determination of shareholders entitled to notice of or to vote at a shareholders' meeting is effective for any adjournment of the meeting unless the Board of Directors fixes a new record date, which it must do if the meeting is adjourned to a date more than 120 days after the date fixed for the original meeting. If no record date is fixed by the Board of Directors, the record date shall be determined in accordance with the provisions of the Code.

For the purpose of determining shareholders entitled to a distribution (other than one involving a purchase, redemption, or other reacquisition of the corporation's shares) or a share dividend, the Board of Directors may fix a date as the record date, if no record date is fixed by the Board of Directors, the record date shall be determined in accordance with the provisions of the Code.

9.06 Lost, Stolen, or Destroyed Certificates

Any person claiming a share certificate to be lost, stolen, or destroyed shall make an affidavit or affirmation of the fact in the manner required by the Board of Directors and, if the Board of Directors requires, shall give the corporation a bond of indemnity in form and amount, and with one or more sureties satisfactory to the Board of Directors, as the Board of Directors may require, whereupon an appropriate new certificate may be issued in lieu of the one alleged to have been lost, stolen or destroyed.

Article X. Miscellaneous

10.01 Fiscal Year

The fiscal year of the corporation shall be a twelve-month period, beginning January 1 and ending on December 31 each year, unless the Board of Directors, by resolution, fixes the fiscal year as an other time period.

10.02 Corporate Seal

If the Board of Directors determines that there should be a corporate seal for the corporation, it shall be in the form as the Board of Directors may from time to time determine.

10.03 Corporate Records

The Board of Directors shall have the power to determine which accounts, books, and records of the corporation shall be opened to the inspection of the shareholders, except those as may by law specifically be made open to inspection. The Board of Directors shall have the power to fix reasonable rules and regulations not in conflict with the applicable law for the inspection of accounts, books, and records which by law or by determination of the Board of Directors shall be open to inspection.

10.04 Annual Financial Statements

In accordance with the Code, the corporation shall prepare and provide to the shareholders such financial statements as may be required by the Code.

10.05 Amendments

The Board of Directors shall have the power to alter, amend, or repeal these bylaws or adopt new bylaws, but any bylaws adopted by the Board of Directors may be altered, amended, or repealed,

and new bylaws adopted, by the shareholders. The shareholders may prescribe, by expressing in the action they take in adopting or amending any bylaw or bylaws, that the bylaw or bylaws so adopted or amended shall not be altered, amended or repealed by the Board of Directors.

10.06 Conflict with Articles of Incorporation or Law; Severability

In the event that any provision of these bylaws conflicts with any provision of the Articles of Incorporation, the Articles of Incorporation shall govern. In the event that any of the provisions of these bylaws (including any provision within a single section, subsection, division or sentence) is held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions of the bylaws shall remain enforceable to the fullest extent permitted by law.

Secretary of State
Business Information and Services
Suite 315, West Tower
2 Martin Luther King Jr. Dr.
Atlanta, Georgia 30334 – 1530

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ALSTON & BIRD
JONATHAN W. LOWE
1201 WEST PEACHTREE ST.
ATLANTA, GA 30309

CERTIFICATE OF INCORPORATION

I, the Secretary of State and the Corporation Commissioner of the State of Georgia, do hereby certify under the seal of my office that

YFCS MANAGEMENT, INC.
A DOMESTIC PROFIT CORPORATION

has been duly incorporated under the laws of the State of Georgia on the effective date stated above by the filing of articles of incorporation in the office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on the date set forth above.

[SEAL]

/s/ Lewis A. Massey
Lewis A. Massey
Secretary of State

ARTICLES OF INCORPORATION
OF
YFCS MANAGEMENT, INC.

ARTICLE ONE

Name

The name of the corporation is YFCS Management, Inc.

ARTICLE TWO

Authorized Shares

The corporation shall have authority to be exercised by the Board of Directors to issue not more than one thousand (10,000) shares of capital stock, par value $.001 per share, all of which shall be designated "Common Stock." The Common Stock shall have unlimited voting rights and shall be entitled to receive the net assets of the corporation upon dissolution.

ARTICLE THREE

Registered Office and Agent

The initial registered office of the corporation is located at Alston & Bird, One Atlantic Center, 1201 West Peachtree Street, Fulton County, Atlanta, Georgia, 30309. The initial registered agent of the corporation at its registered office is Sidney J. Nurkin.

ARTICLE FOUR

Incorporator

The name and address of the incorporator is as follows:

Jonathan W. Lowe
Alston & Bird
One Atlantic Center
1201 West Peachtree Street
Atlanta, Georgia 30309-3424

ARTICLE FIVE

Principal Office

The mailing address of the initial principal office of the corporation is Twelve Piedmont Center, Suite 210, Atlanta, Georgia 30305.

ARTICLE SIX

Limitation of Director Liability

6.1 A director of the corporation shall not be liable to the corporation or its shareholders for monetary damages for any action taken, or any failure to take any action, as a director, except liability (i) for any appropriation, in violation of his duties, of any business opportunity of the corporation, (ii) for acts or omissions which involve intentional misconduct or a knowing violation of law, (iii) of the types set forth in Section 14-2-832 of the Georgia Business Corporation Code, or (iv) for any transaction from which the director received an improper personal benefit.

6.2 Any repeal or modification of the provisions of this Article by the shareholders of the corporation shall be prospective only, and shall not adversely affect any limitation on the liability of a director of the corporation with respect to any act or omission occurring prior to the effective date of such repeal or modification.

6.3 If the Georgia Business Corporation Code is hereafter amended to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the corporation, in addition to the limitation on liability provided herein, shall be limited to the fullest extent permitted by the Georgia Business Corporation Code, as so amended.

6.4 In the event that any of the provisions of this Article (including any provision within a single sentence) is held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions are severable and shall remain enforceable to the fullest extent permitted by law.

ARTICLE SEVEN

Constituency Considerations

In discharging the duties of their respective positions and in determining what is believed to be in the best interests of the corporation, the Board of Directors, committees of the Board of Directors, and individual directors, in addition to considering the effects of any action on the corporation or its shareholders, may consider the interests of the employees, customers, suppliers, and creditors of the corporation and its subsidiaries, the communities in which offices or other establishments of the corporation and its subsidiaries are located, and all other factors such directors consider pertinent; provided, however, that this article shall be deemed solely to grant discretionary authority to the directors and shall not be deemed to provide to any constituency any right to be considered.

ARTICLE EIGHT

Shareholder Action by Less Than Unanimous Written Consent

Any action that is required or permitted to be taken at a meeting of the shareholders may be taken without a meeting if the action is taken by persons who would be entitled to vote at a meeting shares having voting power to cast not less than the minimum number (or numbers, in the case of voting by groups) of votes that would be necessary to authorize or take such action at a meeting at which all shareholders entitled to vote were present and voted. The action must be evidenced by one or more written consents describing the action taken, signed by shareholders entitled to take action without a meeting and delivered to the corporation for inclusion in the minutes or filing with the corporate records.

IN WITNESS WHEREOF, the undersigned executes these Articles of Incorporation this 10th day of January, 1996.

/s/ Jonathan W Lowe
Jonathan W Lowe
Incorporator

ALSTON & BIRD
One Atlantic Center
1201 West Peachtree Street
Atlanta, Georgia 30309-3424
(404) 881-7000

[Illegible]

ALSTON&BIRD

One Atlantic Center
1201 West Peachtree Street
Atlanta, Georgia 30309 3424

404-881-7000
Fax: 404-881-7777 Telex: 54-2996

Lisa M. Durham
Corporate Legal Assistant

Direct Dial (404) 881-7937

January 10, 1997

BY HAND DELIVERY

Secretary of State
Business Services and Regulation
Suite 315, West Tower
Two Martin Luther King Jr. Drive
Atlanta, GA 30334-1530
ATTENTION: EXPEDITED SERVICE

Re: Youth and Family Centered Services, Inc.
YFCS Management, Inc.

Ladies and Gentlemen:

Please find enclosed for filing on an expedited basis are Articles of Incorporation for each of the above-referenced entities, each accompanied transmittal form 227.

Also enclosed please find a check in the amount of $60.00 in payment of the fee to file each of these documents, as well as a check in the amount of $100.00 in payment of the fee to file each document on an expedited basis.

Thank you very much for your assistance. If you have any questions regarding this request, please call me at (404) 881-7937.

Sincerely yours,

/s/ Lisa M. Durham
Lisa M. Durham
Corporate Legal Assistant

LMD: lmd
Enclosure

601 Pennsylvania Avenue, N.W.
North Building, Suite 250
Washington, D.C. 20004-2601

MAX CLELAND
Secretary of State
State of Georgia

Business Services and Regulation
Suite 315, West Tower
2 Martin Luther King, Jr. Drive
Atlanta, Georgia 30334-1530
(404) 656-2817

TRANSMITTAL INFORMATION FOR GEORGIA
PROFIT OR NONPROFIT CORPORATIONS

DO NOT WRITE IN SHADED AREA - SOS USE ONLY

DOCKET	970100887	PENDING CONTROL #	P166590	CONTROL #	9701152
Docket Code	311	Corporation Type	DP		
Date Filed	1-10-97	Amount Received $160.00		Check/Receipt #	_____
Jurisdiction (County) Code	060				
Examiner	45			Date Completed	_____

NOTICE TO APPLICANT: PRINT PLAINLY OR TYPE REMAINDER OF THIS FORM.
INSTRUCTIONS ARE ON THE BACK OF THIS FORM.

1. 970100882
Corporate Name Reservation Number

YFCS Management, Inc.
Corporate Name (exactly as appears on name reservation)

2. Jonathan W. Lowe, Esq. (404) 881-7555
Applicant/Attorney Telephone Number

Alston & Bird, 1201 West Peachtree Street
Address

Atlanta Georgia 30309-3424
City State Zip Code

3. NOTICE: THIS FORM DOES NOT REPLACE THE ARTICLES OF INCORPORATION. MAIL OR DELIVER DOCUMENTS AND THE SECRETARY OF STATE FILING FEE TO THE ABOVE ADDRESS. DOCUMENTS SHOULD BE SUBMITTED IN THE FOLLOWING ORDER. (A COVER LETTER IS NOT REQUIRED.)

1. FORM 227 - TRANSMITTAL FORM (ATTACH SECRETARY OF STATE FILING FEE OF $60.00 TO THIS FORM)
2. ORIGINAL ARTICLES OF INCORPORATION
3. ONE COPY OF ARTICLES OF INCORPORATION

I understand that the information on this form will be entered in the Secretary of State business registration database. I certify that a Notice of Incorporation or a Notice of intent to incorporate with a publishing fee of $40.00 has been or will be mailed or delivered to the authorized newspaper as required by law.

/s/ Jonathan W. Lowe 1/10/97
Authorized Signature Date

Exhibit 3.108

YFCS MANAGEMENT, INC.

AMENDED AND RESTATED BYLAWS

Adopted as of January 22, 2001

Corporate Bylaws

Article I. Definitions

1.01 Code

The Code means the applicable titles, parts, chapters, sections, and other divisions of the state of incorporation's statutory scheme governing the formation and operation of corporations.

1.02 Record Date

Record Date means the date established under the Code on which the corporation determines the identity of its shareholders and their shareholdings. Such determination shall be made as of the close of business on the record date unless another time for doing so is specified when the record date is fixed.

1.03 Voting Group

Voting Group means all shares of one or more classes or series that under the articles of incorporation or the Code are entitled to vote and be counted together collectively on a matter at a meeting of the shareholders. All shares entitled by the articles of incorporation or the Code to vote generally on the matter are for that purpose a single voting group.

1.04 Corporation

Corporation includes any domestic or foreign predecessor entity of the corporation in a merger or other transaction in which the predecessor's existence ceased upon consummation of the transaction.

1.05 Director or Officer

Director or Officer means an individual who is or was (i) a member of the Board of Directors, (ii) an individual elected or appointed by the Board of Directors to serve as an officer, or (iii) a member of any duly constituted Committee of the Board of Directors. "Director" or "officer" includes, unless the context otherwise requires, the estate or personal representative of a director or officer.

1.06 Disinterested Director or Officer

"Disinterested Director" or "Disinterested Officer" means a director or officer who, with respect to a determination of the authorization or non-authorization of an expense advancement or of indemnification, is neither:

(i) the individual whose indemnification or expense advancement is the subject of the decision being made; nor

(ii) An individual having a familial, financial, professional, or employment relationship with the person whose indemnification or advance for expenses is the subject of the decision being made with respect to the proceeding, which relationship would, in the circumstances, reasonably be expected to exert an influence on the director's or officer's judgment when voting on the decision being made.

1.07 Liability

Liability means the obligation to pay a judgment, settlement, penalty, fine (including an excise tax assessed with respect to an employee benefit plan), or reasonable expenses incurred with respect to a proceeding.

1.08 Official Capacity

When used with respect to a director, Official Capacity means the office of director in the corporation. When used with respect to an officer, Official Capacity means the office in the corporation held by the officer. Official capacity does not include service for any other domestic or foreign corporation or any partnership, joint venture, trust, employee benefit plan, or other entity.

1.09 Party

Party includes an individual who was, is, or is threatened to be made a named defendant or respondent in a proceeding.

1.10 Proceeding

Proceeding means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitrative, or investigative and whether formal or informal.

Article II. Offices and Agents

2.01 Registered Office and Agent

The corporation shall maintain a registered office and have a registered agent, whose business office address is identical to that of the registered office, in its state of incorporation and in each state in which the corporation is qualified to do business.

2.02 Other Offices

In addition to its registered office, the corporation may have offices at any other place or places, within or without the state of incorporation, as the Board of Directors may from time to time select or as the business of the corporation may require or make desirable.

Article III. Meetings of the Shareholders

3.01 Annual Meetings

An annual meeting of the shareholders shall be held for the election of directors at such date, time, and place, either within or without the state of incorporation, as may be designated by resolution of the Board of Directors from time to time. Such resolution shall designate the date, time, and place of the meeting. Any other proper business may be transacted at the annual meeting. If an annual meeting is not held as provided in this bylaw, any business, including the election of directors, that might properly have been acted upon at that meeting may be acted upon at a special meeting in lieu of the annual meeting held pursuant to these bylaws or held pursuant to a court order.

3.02 Special Meetings

Special meetings of the shareholders may be called for any purpose or purposes at any time by the Board of Directors, or by the President of the corporation, or by a Committee of the Board of Directors that has been duly designated and authorized by resolution of the Board of Directors to call such meetings. In addition, the Board of Directors shall call such a meeting upon the written request of shareholders holding at least twenty percent (20%) of all the votes entitled to be cast on the issue or issues proposed to be considered at the requested special meeting.

3.03 Quorum

With respect to shares entitled to vote as a separate voting group on a matter at a meeting of shareholders, the presence, in person or by proxy, of a majority of the votes entitled to be cast on the matter by the voting group shall constitute a quorum of that voting group for action on that matter unless the articles of incorporation or the Code provide otherwise. Once a share is represented for any purpose at a meeting, other than solely to object to holding the meeting or to transacting business at the meeting, it is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of the meeting unless a new record date is or must be set for the adjourned meeting pursuant to the bylaw governing the fixing of the record date with regard to shareholder action.

3.04 Adjournment and Reconvention

Whether or not a quorum is present to organize a meeting, any meeting of shareholders may be adjourned by the holders of a majority of the voting shares represented at the meeting to reconvene at a specific time and place, but no later than 120 days after the date fixed for the original meeting unless the requirements of the Code concerning the selection of a new record date have been met. At any reconvened meeting within that time period, any business may be transacted that could have been transacted at the meeting that was adjourned.

3.05 Presiding Officer

The Chief Executive Officer shall serve as the Presiding Officer of every meeting of shareholders unless another person is elected by the shareholders to serve as Presiding Officer at the meeting. The Presiding Officer shall appoint any persons he deems required to assist with the meeting.

3.06 Vote Required for Action

If a quorum exists, action on a matter (other than the election of directors) by a voting group is approved if the votes cast within the voting group favoring the action exceed the votes cast opposing the action, unless the articles of incorporation, provisions of these bylaws validly adopted by the shareholders, or the Code requires a greater number of affirmative votes. If the articles of incorporation or the Code provide for voting by two or more voting groups on a matter, action on that matter is taken only when voted upon by each of those voting groups counted separately. Action may be taken by one voting group on a matter even though no action is taken by another voting group entitled to vote on the matter. With regard to the election of directors, unless otherwise provided in the articles of incorporation, if a quorum exists, action on the election of directors is taken by a plurality of the votes cast by the shares entitled to vote in the election.

3.07 Shares Held by Another Corporation

Shares standing in the name of another corporation, domestic or foreign, may be voted by such officer, agent, or proxy as the by-laws of such other corporation may prescribe, or, in the absence of such a provision, as the board of directors of such other corporation may determine.

3.08 Method of Voting Shares

Unless the articles of incorporation or the Code provide otherwise, each outstanding share having voting rights shall be entitled to one vote on each matter submitted to a vote at a meeting of the shareholders. Voting on all matters shall be by voice vote or by show of hands unless any qualified voter, prior to the voting on any matter, demands vote by ballot, in which case each ballot shall state the name of the shareholder voting and the number of shares voted by him, and if the ballot be cast by proxy, it shall also state the name of the proxy.

3.09 Proxies

A shareholder entitled to vote on a matter may vote in person or by proxy pursuant to an appointment of proxy executed in writing by the shareholder or by his attorney-in-fact. An appointment of proxy shall be valid for only one meeting to be specified therein, and any adjournments of such meeting, but shall not be valid for more than eleven months unless expressly provided therein. Appointments of proxy shall be dated and filed with the records of the meeting to which they relate. If the validity of any appointment of proxy is questioned, it must be submitted to the secretary of the meeting of shareholders for examination or to a proxy officer or committee appointed by the meeting's presiding officer. The secretary of the meeting or, if appointed, the proxy officer or committee, shall determine the validity or invalidity of any appointment of proxy submitted for examination. Reference in the minutes of the meeting by the secretary or, if appointed, the proxy officer or committee, as to the regularity of an appointment of proxy shall be received as prima facie evidence of the facts stated for the purpose of establishing the presence of a quorum at the meeting and for all other purposes.

3.10 Action Without a Meeting

Any action required or permitted to be taken at a meeting of the shareholders, may be taken without a meeting if the action is taken by all shareholders entitled to vote on the action. Or, if allowed by the articles of incorporation, such action may be taken without a meeting by persons who would be entitled to vote shares having voting power to cast not less than the minimum number (or numbers, in the case of voting by groups) of votes that would be necessary to authorize or take the action at a meeting at which all shareholders entitled to vote were present and voted. The action without a meeting must be evidenced by one or more written consents describing the action taken, signed by shareholders entitled to take action without a meeting, and delivered to the corporation for inclusion in the minutes or filing with the corporate records. The corporation shall give written notice of actions so taken.

3.11 Notice

Unless waived as contemplated in these bylaws, a notice of each meeting of shareholders, stating the date, time, and place of the meeting shall be given not less than ten (10) days nor more than sixty (60) days before the date thereof, to each shareholder entitled to vote at that meeting. In the case of an annual meeting, the notice need not state the purpose or purposes of the meeting unless the articles of incorporation or the Code requires otherwise. In the case of a special meeting, including a special meeting in lieu of an annual meeting, the notice of meeting shall state the purpose or purposes for which the meeting is called.

Article IV. Board of Directors

4.01 Powers

All corporate powers, which are lawful and do not violate any legal agreement among shareholders and which are not prohibited by the articles of incorporation or these bylaws, shall be exercised by or under the authority of, and the business and affairs of the corporation shall be managed under, the direction of the Board of Directors. The Board of Directors may, by resolution, vote any shares of stock owned by the corporation. Also, the Board of Directors from time to time in its discretion may authorize or declare distributions or share dividends in accordance with the Code.

4.02 Number

The number and composition of the corporation's Board of Directors shall initially be that which is specified in the articles of incorporation. If the articles of incorporation do not specify the number and composition of the Board of Directors, then the Board of Directors shall consist of one member, the

Chief Executive Officer of the corporation. Thereafter, the number and composition of the Board of Directors may be changed from time to time by an action of the shareholders.

4.03 Election

Except as provided for in the bylaw addressing vacancies in the Board of Directors, the Directors shall be elected by a vote of the shareholders at each annual meeting of shareholders or special meeting in lieu of the annual meeting.

4.04 Term of Office

Except in the case of death, written resignation, retirement, disqualification, or removal, each director shall serve until the next succeeding annual meeting or special meeting in lieu of an annual meeting and thereafter until his successor is elected and qualifies or until the number of directors is decreased.

4.05 Removal

One or more directors may be removed from office with or without cause by the shareholders by a majority of the votes entitled to be cast. If the director was elected by a voting group, only the shareholders of that voting group may participate in the vote to remove him. Removal action may be taken at any meeting of shareholders with respect to which the notice stated that the purpose, or one of the purposes, of the meeting is removal of the director, and a removed director's successor may be elected at the same meeting.

4.06 Vacancies

A vacancy occurring in the Board of Directors, other than by reason of an increase in the number of directors, shall be filled for the unexpired term by the first to take action of (a) the shareholders or (b) the Board of Directors, and if the directors remaining in office constitute fewer than a quorum of the Board of Directors, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office. If the vacant office was held by a director elected by a voting group, only the holders of shares of that voting group or the remaining directors elected by that voting group are entitled to vote to fill the vacancy. A vacancy occurring in the Board of Directors by reason of an increase in the number of directors shall be filled in like manner as any other vacancy, but, if filled by action of the Board of Directors, shall only be for a term of office continuing until the next election of directors by the shareholders and until the election and qualification of a successor.

4.07 Committees

The Board of Directors, by resolution, may designate from among its members an executive committee and one or more other committees, each consisting of one or more directors all of whom serve at the pleasure of the Board of Directors. Except as limited by the Code, each committee shall have the authority set forth in the resolution establishing the committee. The provisions of these bylaws as to the Board of Directors and its deliberations shall be applicable to any committee of the Board of Directors. All decisions and actions of any committee created by these bylaws or resulting from the authority granted by these bylaws, shall be subject to the discretionary review and approval of the Board of Directors.

4.08 Compensation

Unless the articles of incorporation provide otherwise, the Board of Directors may determine from time to time the compensation, if any, directors may receive for their services as directors. A

director may also serve the corporation in a capacity other than that of director and receive compensation, as determined by the Board of Directors, for services rendered in such other capacity.

Article V. Meetings of the Board of Directors

5.01 Regular Meetings

Regular meetings of the Board of Directors shall be held immediately after the annual meeting of shareholders or a special meeting in lieu of the annual meeting. In addition, the Board of Directors may schedule other meetings to occur at regular intervals throughout the year.

5.02 Special Meetings

Special meetings of the Board of Directors may be called by or at the request of the Chief Executive Officer of the corporation, by the sole director of the board or, if the board consists of more than one director, by any two directors in office at that time.

5.03 Quorums

Unless a greater number is required by the articles of incorporation, these bylaws, or the Code, a quorum of the Board of Directors consists of a majority of the total number of directors.

5.04 Adjournments

Whether or not a quorum is present to organize a meeting, any meeting of directors (including an adjourned meeting) may be adjourned by a majority of the directors present to reconvene at a specific time and place. At any reconvened meeting, any business may be transacted that could have been transacted at the meeting that was adjourned. It shall not be necessary to give any notice of the reconvened meeting or of the business to be transacted, if the date, time and place of the reconvened meeting are announced at the meeting that was adjourned.

5.05 Action Without a Meeting

Unless the Code, the articles of incorporation, or these bylaws provide otherwise, any action required or permitted to be taken at any meeting of the Board of Directors, or any action that may be taken at a meeting of an authorized committee of the Board of Directors, may be taken without a meeting if the action is taken by all the members of the Board of Directors (or of the committee, as the case may be). The action must be evidenced by one or more written consents describing the action taken, signed by each director (or each director serving on the committee, as the case may be), and delivered to the corporation for inclusion in the minutes or filing with the corporate records.

5.06 Meetings by Telephone

Any or all directors may participate in a meeting of the Board of Directors, and members of an authorized committee of the Board of Directors may participate in a meeting of the committee (as the case may be), through the use of any means of communication by which all directors participating may simultaneously hear each other during the meeting.

5.07 Place of Meetings

Directors may hold their meetings at any place within or without the state of incorporation, as the Board of Directors may from time to time establish for regular meetings or as set forth in the notice of special meetings or, in the event of a meeting held pursuant to waiver of notice, as set forth in the

waiver.

5.08 Notice of Meetings

No notice shall be required for any regularly scheduled meeting of the directors. Unless waived as contemplated in these bylaws, each director shall be given at least five day's notice of each special meeting stating the date, time, and place of the meeting. It is not required that the purpose of a Directors' meeting be stated in any notice of such a meeting, whether the meeting is a regular or a special meeting.

5.09 Vote Required for Action

If a quorum is present when a vote is taken, the affirmative vote of a majority of directors present is the act of the Board of Directors unless the Code, the articles of incorporation, or these bylaws require the vote of a greater number of directors.

A director who is present at a meeting of the Board of Directors, or an authorized committee of the Board of Directors, when corporate action is taken is deemed to have assented to the action taken unless:

(i) he objects at the beginning of the meeting (or promptly upon his arrival) to holding the meeting or to transacting business at the meeting,

(ii) his dissent or abstention from the action taken is entered in the minutes of the meeting, or

(iii) he delivers written notice of his dissent or abstention to the presiding officer of the meeting before its adjournment or to the corporation immediately after adjournment of the meeting.

The right of dissent or abstention is not available to a director who votes in favor of the action taken.

Article VI. Shareholder and Director Notices

6.1 Delivery of Notice

Whenever these bylaws require notice to be given to any shareholder or director, the notice shall be given in accordance with this bylaw. Notice under these bylaws shall be in writing unless oral notice is reasonable under the circumstances. Any notice to directors may be written or oral. Notice may be communicated in person, by telephone, telegraph, teletype, other form of wire or wireless communication, or by mail or private carrier. If these forms of personal notice are impracticable, notice may be communicated by a newspaper of general circulation in the area where published, or by radio, television, or other form of public broadcast communication. Written notice to the shareholders, if in a comprehensible form, is effective when mailed, if mailed with first-class postage prepaid and correctly addressed to the shareholder's address shown in the corporation's current record of shareholders.

6.2 When Effective

Except as otherwise provided in this bylaw, written notice, if in a comprehensible form, is effective at the earliest of the following:

(i) when received or when delivered, properly addressed, to the addressee's last known

principal place of business or residence;

(ii) five days after deposit in the mail, as evidenced by the postmark, if mailed with first-class postage prepaid and correctly addressed, or

(iii) on the date shown on the return receipt, if sent by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee.

Oral notice is effective when communicated if communicated in a comprehensible manner.

In calculating time periods for notice, when a period of time measured in days, weeks, months, years, or other measurement of time is prescribed for the exercise of any privilege or the discharge of any duty, the first day shall not be counted but the last day shall be counted.

6.3 Waiver

A shareholder or director may waive any notice before or after the date and time stated in the notice. Except as provided in this bylaw, the waiver must be in writing, be signed by the shareholder or director entitled to the notice, and be delivered to the corporation for inclusion in the minutes or filing with the corporate records.

A shareholder's attendance at a meeting (i) waives objection to lack of notice or defective notice of the meeting, unless the shareholder at the beginning of the meeting objects to holding the meeting or transacting business at the meeting; and (ii) waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the shareholder objects to considering the matter when it is presented.

A director's attendance at or participation in a meeting waives any required notice to him of the meeting unless the director at the beginning of the meeting (or promptly upon his arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Unless required by the Code, neither the business transacted nor the purpose of the meeting need be specified in the waiver.

6.4 Notice Following Adjournment

If notice of an adjourned meeting of the shareholders or of the directors was properly given, it shall not be necessary to give any notice of the reconvened meeting or of the business to be transacted, if the date, time and place of the reconvened meeting are announced at the meeting that was adjourned and before adjournment; provided, however, that if a new record date of shares is or must be fixed, notice of the reconvened meeting must be given to persons who are shareholders as of the new record date.

Article VII. Officers

7.01 Number

The officers of the corporation shall consist of a Board Chairman, a President, a Secretary, a Treasurer, and any other officers as may be appointed by the Board of Directors or by an other duly appointed officer pursuant to these bylaws. The Board of Directors shall from time to time create and establish the duties of the other officers. Any two or more offices may be held by the same person.

7.02 Chairman of Board

The Chairman of the Board of Directors shall preside at all meetings of the Board of Directors and shall have authority to execute bonds, mortgages, and other contracts requiring a seal, under the seal of the corporation; to endorse, when sold, assigned, transferred, or otherwise disposed of by the corporation, all certificates or shares of stock, bonds, or other securities issued by other corporations, associations, trusts, whether public or private, or by any government agency thereof, and owned or held by the corporation, and to make, execute, and deliver all instruments or assignments of transfer of any such stocks, bonds, or other securities. The Chairman of the Board may, with the approval of the Board of Directors, or shall, at the direction of the Board of Directors, delegate any or all of such duties to the President.

7.03 President

The President shall be the Chief Executive Officer of the corporation and shall have general supervision of the business of the corporation. The President shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall perform such other duties as may from time to time be delegated by the Board of Directors. In the absence of the Chairman of the Board, the President shall have authority to do any and all things delegated to the Chairman of the Board of Directors.

7.04 Vice President

In the absence or disability of the President, or at the direction of the President, the Vice President, if any, shall perform the duties and exercise the powers of the President. If the corporation has more than one Vice President, the one designated by the Board of Directors shall act in lieu of the President. Vice Presidents shall perform whatever duties and have whatever powers the Board of Directors may from time to time assign.

7.05 Secretary

The Secretary shall be responsible for preparing minutes of the acts and proceedings of all meetings of the shareholders, the Board of Directors, and any Committees thereof. The Secretary shall have authority to give all notices required by the Code or these bylaws. The Secretary shall be responsible for the custody of the corporate books, records, contracts, and other documents. The Secretary may affix the corporate seal to any lawfully executed documents and shall sign any instruments as may require his or her signature. The Secretary shall authenticate records of the corporation. The Secretary shall perform whatever additional duties and have whatever additional powers the Board of Directors may from time to time assign. In the absence or disability of the Secretary or at the direction of the President, any assistant secretary may perform the duties and exercise the powers of the Secretary.

7.06 Treasurer

The Treasurer shall be responsible for the custody of all funds and securities belonging to the corporation and for the receipt, deposit, or disbursement of funds and securities under the direction of the Board of Directors. The Treasurer shall cause to be maintained full and true accounts of all receipts and disbursements and shall make reports of the same to the Board of Directors and the President upon request. The Treasurer shall perform all duties as may be assigned to him from time to time by the Board of Directors.

7.07 Appointment, Term, and Removal

All officers shall be appointed by the Board of Directors or by a duly appointed officer pursuant to these bylaws and shall serve at the pleasure of the Board of Directors or the appointing officers, as the case may be. All officers, however appointed, may be removed with or without cause by the Board of Directors, and any officer appointed by another officer may also be removed by the appointing officer with or without cause.

7.08 Compensation

The compensation of all officers of the corporation appointed by the Board of Directors shall be fixed by the Board of Directors.

7.09 Bonds

The Board of Directors may, by resolution, require any or all of the officers, agents, or employees of the corporation to give bonds to the corporation, with sufficient surety or sureties, conditioned on the faithful performance of the duties of their respective offices or positions, and to comply with any other conditions as from time to time may be required by the Board of Directors.

Article VIII. Indemnification

8.01 Basic Indemnification Arrangement

Except as provided in these bylaws, the corporation shall indemnify an individual who is a party to a proceeding because he or she is or was a director or officer against liability incurred in the proceeding if:

(i) Such Director or Officer conducted himself in good faith and reasonably believed:

  (a) In the case of conduct in his or her official capacity, that such conduct was in the best interests of the corporation;

  (b) In all other cases, that such conduct was at least not opposed to the best interests of the corporation; and

  (c) In the case of any criminal proceeding, that the individual had no reasonable cause to believe such conduct was unlawful, or

(ii) Such Director's or Officer's conduct with respect to an employee benefit plan, which is the subject of the proceeding, was for a purpose he believed in good faith to be in the interests of the participants in and beneficiaries of the plan.

The termination of a proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent is not, of itself, determinative that the director or officer did not meet the requisite standard of conduct described in this bylaw.

The corporation may not indemnify a director or officer under this Article:

(i) In connection with a proceeding by or in the right of the corporation, except for reasonable expenses incurred in connection with the proceeding if it is determined that the director or officer has met the requisite standard of conduct under this bylaw; or

(ii) In connection with any proceeding with respect to conduct for which he or she was adjudged liable on the basis that personal benefit was improperly received by him or her, whether or not involving action in his or her official capacity.

8.02 Advances for Expenses

The corporation may, before final disposition of a proceeding, advance funds to pay for or reimburse the reasonable expenses, including counsel fees, incurred by a director or officer who is a party to a proceeding because he or she is a director or officer if he or she delivers to the corporation:

(i) A written affirmation of his or her good faith belief that he or she has met the requisite standard of conduct described in the Basic Indemnification Arrangement bylaw or that the proceeding involves conduct for which such person's liability has been eliminated under the corporation's articles of incorporation; and

(ii) His or her written undertaking to repay any funds advanced if it is ultimately determined that the director or officer is not entitled to indemnification under this Article or the Code. This undertaking to repay must be an unlimited general obligation of the director or officer but need not be secured and may be accepted without reference to the financial ability of the director or officer to make repayment.

Authorizations for expense advancements shall be made:

(i) By the board of directors:

(a) by a majority vote of a quorum consisting of disinterested directors, or

(b) if such a quorum is not obtainable (or is obtainable and a majority vote of a quorum of disinterested directors so directs), by independent legal counsel in a written opinion; or

(ii) By a majority vote of the shareholders; however, shares owned or voted under the control of a director or officer who at the time does not qualify as a disinterested director or disinterested officer with respect to the proceeding may not be voted on the authorization.

8.03 Court-Ordered Indemnification and Advances for Expenses

A director or officer who is a party to a proceeding because he or she is a director or officer may apply for indemnification or advance for expenses to the court conducting the proceeding or to another court of competent jurisdiction. Pursuant to the Code, after receipt of an application and after giving any notice it considers necessary, the court shall:

(i) Order indemnification or advance for expenses if it determines that the director or officer is entitled to indemnification; or

(ii) Order indemnification or advance for expenses if it determines, in view of all the relevant circumstances, that it is fair and reasonable to indemnify the director or officer, or to advance expenses to the director or officer, even if the director or officer has not met the relevant standard of conduct, failed to comply with the requirements for advance of expenses, or was adjudged liable on the basis that personal benefit was improperly received by him or her, whether or not involving action in his or her official capacity. However, if the director or officer was adjudged so liable, the indemnification shall be

limited to reasonable expenses incurred in connection with the proceeding.

If the court determines that the director or officer is entitled to indemnification or advance for expenses, it may also order the corporation to pay the director's or officer's reasonable expenses to obtain court-ordered indemnification or advance for expenses.

8.04 Determination and Authorization of Indemnification

The corporation acknowledges that indemnification of a director or officer according to these bylaws has been pre-authorized by the corporation as permitted by the Code. Nevertheless, the corporation shall not indemnify a director or officer under these bylaws unless a determination has been made for the specific proceeding that indemnification of the director or officer is permissible in the circumstances because he or she has met the relevant standard of conduct set forth in the Basic Indemnification Arrangement. However, regardless of the result or absence of any such determination, the corporation shall indemnify a director or officer who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which he or she was a party because he or she was a director or officer of the corporation against reasonable expenses incurred by the director or officer in connection with the proceeding.

The determination of indemnification shall be made:

(i) by the board of directors:

  (a) by a majority vote of a quorum consisting of disinterested directors; or

  (b) if such a quorum is not obtainable or is obtainable and a majority vote of a quorum of disinterested directors so directs, by independent legal counsel in a written opinion; or

(ii) by a majority vote of the shareholders, but shares owned by or voted under the control of a director or officer who at the time does not qualify as a disinterested director or disinterested officer may not be voted on the determination.

As acknowledged above, the corporation has pre-authorized the indemnification of directors and officers hereunder, subject to a determination for a specific proceeding that the director or officer met the relevant standard of conduct under the Basic Indemnification Arrangement. Consequently, no further decision need or shall be made on a case-by-case basis as to the authorization of the corporation's indemnification of directors or officers hereunder. Nevertheless, evaluation as to reasonableness of expenses of a director or officer for a specific proceeding shall be made in the same manner as the determination that indemnification is permissible, except that if there are fewer than two disinterested directors or if the determination is made by special legal counsel, evaluation as to reasonableness of expenses shall be made by the Board of Directors, the members of which may or may not be disinterested.

8.05 Indemnification of Employees and Agents

The corporation may indemnify and advance expenses under these bylaws to an employee or agent of the corporation who is not a director or officer to the extent, consistent with public policy, that such indemnification and advances may be provided to a director or officer.

8.06 Shareholder Approved Indemnification

If authorized by the articles of incorporation, the bylaws, or by a a contract or resolution

approved or ratified by the shareholders of the corporation by a majority of the votes entitled to be cast, the corporation may indemnify or obligate itself to indemnify a director or officer made a party to a proceeding, including a proceeding brought by or in the right of the corporation, without regard to the limitations in other sections of these bylaws, but shares owned or voted under the control of a director or officer who at the time of such authorization does not qualify as a disinterested director or disinterested officer with respect to any existing or threatened proceeding that would be covered by the authorization may not be voted on the authorization.

Nevertheless, the corporation shall not indemnify a director or officer under this bylaw for any liability incurred in a proceeding in which the director or officer is adjudged liable to the corporation or is subjected to injunctive relief in favor of the corporation:

(i) for any appropriation, in violation of his or her duties, of any business opportunity of the corporation,

(ii) for acts or omissions which involve intentional misconduct or a knowing violation of law,

(iii) for assenting to an unlawful distribution as defined in the Code, or

(iv) for any transaction from which he or she received an improper personal benefit.

Where approved or authorized according to this bylaw, the corporation may advance or reimburse expenses incurred in advance of final disposition of the proceeding only if

(i) The director or officer furnishes the corporation a written affirmation of his or her good faith belief that his or her conduct does not constitute behavior of the kind described in this bylaw which would prevent indemnification; and

(ii) The director or officer furnishes the corporation a written undertaking, executed personally or on his or her behalf, to repay any advances if it is ultimately determined that he or she is not entitled to indemnification under this bylaw.

8.07 Insurance

The corporation may purchase and maintain insurance on behalf of an individual

(i) who is a director, officer, employee, or agent of the corporation, or

(ii) who, while a director, officer, employee, or agent of the corporation, serves at the corporation's request as a director, officer, partner, trustee, employee or agent of another domestic or foreign corporation, partnership, joint venture, trust, employee benefit plan, or other entity

against liability asserted against or incurred by him or her in that capacity or arising from his or her status as a director, officer, employee, or agent, whether or not the corporation would have power to indemnify or advance expenses to him or her against the same liability under these bylaws or the Code.

8.09 Witness Fees

Nothing in these bylaws shall limit the corporation's power to pay or reimburse expenses incurred by a director or officer in connection with his or her appearance as a witness in a proceeding at a time when he or she is not a party.

8.10 Report to Shareholders

To the extent and in the manner required by the Code from time to time, if the corporation indemnifies or advances expenses to a director or officer in connection with a proceeding by or in the right of the corporation, the corporation shall report the indemnification or advance to the shareholders.

8.11 Effect of Amendments

No amendment, modification, or rescission of these bylaws, or any provision of the bylaws, the effect of which would diminish the rights to indemnification or advancement of expenses as set forth herein shall be effective as to any person with respect to any action taken or omitted by such person prior to such amendment, modification or rescission.

Article IX. Stock Certificates

9.01 Authorization and Issuance

In accordance with the Code, the Board of Directors may authorize shares of any class or series provided for in the corporation's Articles of Incorporation to be issued for any consideration valid under the provisions of the Code. To the extent provided in the Articles of Incorporation, the Board of Directors shall determine the preferences, limitations, and relative rights of the shares.

9.02 Form

The interest of each shareholder in the corporation shall be evidenced by a certificate or certificates representing shares of the corporation which shall be in such form as the Board of Directors from time to time may adopt. Share certificates shall be numbered consecutively, shall be in registered form, shall indicate the date of issuance, the name of the corporation, that it is organized under the laws of the state of incorporation, the name of the shareholder, the number and class of shares, and the designation of the series, if any, represented by the certificate. Each certificate shall be signed by any one of the President, a Vice President, the Secretary, or the Treasurer. The corporate seal need not be affixed.

9.03 Registered Shareholders

Prior to due presentation for transfer of registration of its shares, the corporation may treat the registered owner of the shares as the person exclusively entitled to vote the shares, to receive any share dividend or distribution with respect to the shares, and for all other purposes. The corporation shall not be bound to recognize any equitable or other claim to or interest in the shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

9.04 Transfer of Shares

Transfers of shares shall be made upon the transfer books of the corporation, kept at the principle office of the corporation (or at the office of the transfer agent designated to transfer the shares, if any) only upon direction of the person named in the certificate, or by his or her attorney lawfully constituted in writing. Before a new certificate is issued, the old certificate shall be surrendered for cancellation or, in the case of a certificate alleged to have been lost, stolen, or destroyed, the requirements of the bylaw governing lost, stolen, or destroyed certificates shall have been met.

9.05 Record Date

For the purpose of determining shareholders entitled to notice of a shareholders' meeting, to

demand a special meeting, to vote, or to take any other action, the Board of Directors may fix a future date as the record date, which date shall be not more than seventy (70) days prior to the date on which the particular action requiring a determination of shareholders is to be taken. A determination of shareholders entitled to notice of or to vote at a shareholders' meeting is effective for any adjournment of the meeting unless the Board of Directors fixes a new record date, which it must do if the meeting is adjourned to a date more than 120 days after the date fixed for the original meeting. If no record date is fixed by the Board of Directors, the record date shall be determined in accordance with the provisions of the Code.

For the purpose of determining shareholders entitled to a distribution (other than one involving a purchase, redemption, or other reacquisition of the corporation's shares) or a share dividend, the Board of Directors may fix a date as the record date, if no record date is fixed by the Board of Directors, the record date shall be determined in accordance with the provisions of the Code.

9.06 Lost, Stolen, or Destroyed Certificates

Any person claiming a share certificate to be lost, stolen, or destroyed shall make an affidavit or affirmation of the fact in the manner required by the Board of Directors and, if the Board of Directors requires, shall give the corporation a bond of indemnity in form and amount, and with one or more sureties satisfactory to the Board of Directors, as the Board of Directors may require, whereupon an appropriate new certificate may be issued in lieu of the one alleged to have been lost, stolen or destroyed.

Article X. Miscellaneous

10.01 Fiscal Year

The fiscal year of the corporation shall be a twelve-month period, beginning January 1 and ending on December 31 each year, unless the Board of Directors, by resolution, fixes the fiscal year as an other time period.

10.02 Corporate Seal

If the Board of Directors determines that there should be a corporate seal for the corporation, it shall be in the form as the Board of Directors may from time to time determine.

10.03 Corporate Records

The Board of Directors shall have the power to determine which accounts, books, and records of the corporation shall be opened to the inspection of the shareholders, except those as may by law specifically be made open to inspection. The Board of Directors shall have the power to fix reasonable rules and regulations not in conflict with the applicable law for the inspection of accounts, books, and records which by law or by determination of the Board of Directors shall be open to inspection.

10.04 Annual Financial Statements

In accordance with the Code, the corporation shall prepare and provide to the shareholders such financial statements as may be required by the Code.

10.05 Amendments

The Board of Directors shall have the power to alter, amend, or repeal these bylaws or adopt new bylaws, but any bylaws adopted by the Board of Directors may be altered, amended, or repealed,

and new bylaws adopted, by the shareholders. The shareholders may prescribe, by expressing in the action they take in adopting or amending any bylaw or bylaws, that the bylaw or bylaws so adopted or amended shall not be altered, amended or repealed by the Board of Directors.

10.06 Conflict with Articles of Incorporation or Law; Severability

In the event that any provision of these bylaws conflicts with any provision of the Articles of Incorporation, the Articles of Incorporation shall govern. In the event that any of the provisions of these bylaws (including any provision within a single section, subsection, division or sentence) is held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions of the bylaws shall remain enforceable to the fullest extent permitted by law.

Exhibit 3.109

FILED
95 DEC 20 PM 3:15
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

STATE OF FLORIDA

ARTICLES OF INCORPORATION

OF

YOUTH SERVICES INTERNATIONAL OF FLORIDA, INC.

FIRST: The corporate name that satisfies the requirements of Section 607.0401 is Youth Services International of Florida, Inc.

SECOND: The street address of the initial principal office and the mailing address of the Corporation is: 2 Park Center court, Suite 200, Owings Mills, Maryland 21117.

THIRD: The number of shares the Corporation is authorized to issue is: 100,000 shares of common stock, having a par value of $.10 per share.

FOURTH: The street address of the initial registered office of the Corporation is c/o C T Corporation System, 1200 South Pine Island Road, City of Plantation, Florida 33324, and the name of its initial registered agent at such address is C T Corporation System.

FIFTH: The number of directors constituting the initial Board of Directors of the Corporation is two, and the names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors are elected and shall qualify are:

Name	**Address**
Henry D. Felton	2 Park Center Court, Suite 200 Owings Mills, Maryland 21117
W. James Hindman	2 Park Center Court, Suite 200 Owings Mills, Maryland 21117

SIXTH: The name and address of each incorporator is: Lisa J. Kahn, Esquire, Miles & Stockbridge, 10 Light Street, Baltimore, Maryland 21202.

The undersigned has executed these Articles of Incorporation this 18th day of December, 1995.

/s/ Lisa J. Kahn
Lisa J. Kahn

Acceptance by the Registered Agent as required in Section 607.0501 (3) F.S.: C T Corporation System is familiar with and accepts the obligations provided for in section 607.0505.

C T Corporation System

Dated: December 19th, 1995

By: /s/ Marilyn Lizzio
Name: Marilyn Lizzio
Title: Asst. Secty.

FILED
95 DEC 20 PM 3:15
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED
97 NOV-4 PM 3:45
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF AMENDMENT
OF
YOUTH SERVICES INTERNATIONAL OF FLORIDA, INC.

Pursuant to Section 607.1006 of the Florida Corporation Act, the undersigned corporation delivers these Articles of Amendment.

1. The name of the corporation is Youth Services International of Florida, Inc.

2. The Articles of Incorporation of the corporation are amended by deleting Article FIRST in its entirety and by substituting a new Article FIRST in its place to read as follows:

"FIRST: The corporate name that satisfies the requirements of Section 607.0401 is: Youth and Family Centered Services of Florida, Inc."

3. The foregoing amendment was unanimously adopted by the Board of Directors and the shareholders of the corporation on the 31st day of October, 1997.

IN WITNESS WHEREOF, the undersigned has caused these Articles of Amendment to be executed as of the 31st day of October, 1997.

YOUTH SERVICES INTERNATIONAL OF FLORIDA, INC.

By: /s/ Kevin P. Sheehan
Name: Kevin P. Sheehan
Title: President

AD973030.191

Exhibit 3.110

YOUTH AND FAMILY CENTERED SERVICES OF FLORIDA, INC.

AMENDED AND RESTATED BYLAWS

Adopted as of January 22, 2001

Corporate Bylaws

Article I. Definitions

1.01 Code

The Code means the applicable titles, parts, chapters, sections, and other divisions of the state of incorporation's statutory scheme governing the formation and operation of corporations.

1.02 Record Date

Record Date means the date established under the Code on which the corporation determines the identity of its shareholders and their shareholdings. Such determination shall be made as of the close of business on the record date unless another time for doing so is specified when the record date is fixed.

1.03 Voting Group

Voting Group means all shares of one or more classes or series that under the articles of incorporation or the Code are entitled to vote and be counted together collectively on a matter at a meeting of the shareholders. All shares entitled by the articles of incorporation or the Code to vote generally on the matter are for that purpose a single voting group.

1.04 Corporation

Corporation includes any domestic or foreign predecessor entity of the corporation in a merger or other transaction in which the predecessor's existence ceased upon consummation of the transaction.

1.05 Director or Officer

Director or Officer means an individual who is or was (i) a member of the Board of Directors, (ii) an individual elected or appointed by the Board of Directors to serve as an officer, or (iii) a member of any duly constituted Committee of the Board of Directors. "Director" or "officer" includes, unless the context otherwise requires, the estate or personal representative of a director or officer.

1.06 Disinterested Director or Officer

"Disinterested Director" or "Disinterested Officer" means a director or officer who, with respect to a determination of the authorization or non-authorization of an expense advancement or of indemnification, is neither:

(i) the individual whose indemnification or expense advancement is the subject of the decision being made; nor

(ii) An individual having a familial, financial, professional, or employment relationship with the person whose indemnification or advance for expenses is the subject of the decision being made with respect to the proceeding, which relationship would, in the circumstances, reasonably be expected to exert an influence on the director's or officer's judgment when voting on the decision being made.

1.07 Liability

Liability means the obligation to pay a judgment, settlement, penalty, fine (including an excise tax assessed with respect to an employee benefit plan), or reasonable expenses incurred with respect to a proceeding.

1.08 Official Capacity

When used with respect to a director, Official Capacity means the office of director in the corporation. When used with respect to an officer, Official Capacity means the office in the corporation held by the officer. Official capacity does not include service for any other domestic or foreign corporation or any partnership, joint venture, trust, employee benefit plan, or other entity.

1.09 Party

Party includes an individual who was, is, or is threatened to be made a named defendant or respondent in a proceeding.

1.10 Proceeding

Proceeding means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitrative, or investigative and whether formal or informal.

Article II. Offices and Agents

2.01 Registered Office and Agent

The corporation shall maintain a registered office and have a registered agent, whose business office address is identical to that of the registered office, in its state of incorporation and in each state in which the corporation is qualified to do business.

2.02 Other Offices

In addition to its registered office, the corporation may have offices at any other place or places, within or without the state of incorporation, as the Board of Directors may from time to time select or as the business of the corporation may require or make desirable.

Article III. Meetings of the Shareholders

3.01 Annual Meetings

An annual meeting of the shareholders shall be held for the election of directors at such date, time, and place, either within or without the state of incorporation, as may be designated by resolution of the Board of Directors from time to time. Such resolution shall designate the date, time, and place of the meeting. Any other proper business may be transacted at the annual meeting. If an annual meeting is not held as provided in this bylaw, any business, including the election of directors, that might properly have been acted upon at that meeting may be acted upon at a special meeting in lieu of the annual meeting held pursuant to these bylaws or held pursuant to a court order.

3.02 Special Meetings

Special meetings of the shareholders may be called for any purpose or purposes at any time by the Board of Directors, or by the President of the corporation, or by a Committee of the Board of Directors that has been duly designated and authorized by resolution of the Board of Directors to call such meetings. In addition, the Board of Directors shall call such a meeting upon the written request of shareholders holding at least twenty percent (20%) of all the votes entitled to be cast on the issue or issues proposed to be considered at the requested special meeting.

3.03 Quorum

With respect to shares entitled to vote as a separate voting group on a matter at a meeting of shareholders, the presence, in person or by proxy, of a majority of the votes entitled to be cast on the matter by the voting group shall constitute a quorum of that voting group for action on that matter unless the articles of incorporation or the Code provide otherwise. Once a share is represented for any purpose at a meeting, other than solely to object to holding the meeting or to transacting business at the meeting, it is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of the meeting unless a new record date is or must be set for the adjourned meeting pursuant to the bylaw governing the fixing of the record date with regard to shareholder action.

3.04 Adjournment and Reconvention

Whether or not a quorum is present to organize a meeting, any meeting of shareholders may be adjourned by the holders of a majority of the voting shares represented at the meeting to reconvene at a specific time and place, but no later than 120 days after the date fixed for the original meeting unless the requirements of the Code concerning the selection of a new record date have been met. At any reconvened meeting within that time period, any business may be transacted that could have been transacted at the meeting that was adjourned.

3.05 Presiding Officer

The Chief Executive Officer shall serve as the Presiding Officer of every meeting of shareholders unless another person is elected by the shareholders to serve as Presiding Officer at the meeting. The Presiding Officer shall appoint any persons he deems required to assist with the meeting.

3.06 Vote Required for Action

If a quorum exists, action on a matter (other than the election of directors) by a voting group is approved if the votes cast within the voting group favoring the action exceed the votes cast opposing the action, unless the articles of incorporation, provisions of these bylaws validly adopted by the shareholders, or the Code requires a greater number of affirmative votes. If the articles of incorporation or the Code provide for voting by two or more voting groups on a matter, action on that matter is taken only when voted upon by each of those voting groups counted separately. Action may be taken by one voting group on a matter even though no action is taken by another voting group entitled to vote on the matter. With regard to the election of directors, unless otherwise provided in the articles of incorporation, if a quorum exists, action on the election of directors is taken by a plurality of the votes cast by the shares entitled to vote in the election.

3.07 Shares Held by Another Corporation

Shares standing in the name of another corporation, domestic or foreign, may be voted by such officer, agent, or proxy as the by-laws of such other corporation may prescribe, or, in the absence of such a provision, as the board of directors of such other corporation may determine.

3.08 Method of Voting Shares

Unless the articles of incorporation or the Code provide otherwise, each outstanding share having voting rights shall be entitled to one vote on each matter submitted to a vote at a meeting of the shareholders. Voting on all matters shall be by voice vote or by show of hands unless any qualified voter, prior to the voting on any matter, demands vote by ballot, in which case each ballot shall state the name of the shareholder voting and the number of shares voted by him, and if the ballot be cast by proxy, it shall also state the name of the proxy.

3.09 Proxies

A shareholder entitled to vote on a matter may vote in person or by proxy pursuant to an appointment of proxy executed in writing by the shareholder or by his attorney-in-fact. An appointment of proxy shall be valid for only one meeting to be specified therein, and any adjournments of such meeting, but shall not be valid for more than eleven months unless expressly provided therein. Appointments of proxy shall be dated and filed with the records of the meeting to which they relate. If the validity of any appointment of proxy is questioned, it must be submitted to the secretary of the meeting of shareholders for examination or to a proxy officer or committee appointed by the meeting's presiding officer. The secretary of the meeting or, if appointed, the proxy officer or committee, shall determine the validity or invalidity of any appointment of proxy submitted for examination. Reference in the minutes of the meeting by the secretary or, if appointed, the proxy officer or committee, as to the regularity of an appointment of proxy shall be received as prima facie evidence of the facts stated for the purpose of establishing the presence of a quorum at the meeting and for all other purposes.

3.10 Action Without a Meeting

Any action required or permitted to be taken at a meeting of the shareholders, may be taken without a meeting if the action is taken by all shareholders entitled to vote on the action. Or, if allowed by the articles of incorporation, such action may be taken without a meeting by persons who would be entitled to vote shares having voting power to cast not less than the minimum number (or numbers, in the case of voting by groups) of votes that would be necessary to authorize or take the action at a meeting at which all shareholders entitled to vote were present and voted. The action without a meeting must be evidenced by one or more written consents describing the action taken, signed by shareholders entitled to take action without a meeting, and delivered to the corporation for inclusion in the minutes or filing with the corporate records. The corporation shall give written notice of actions so taken.

3.11 Notice

Unless waived as contemplated in these bylaws, a notice of each meeting of shareholders, stating the date, time, and place of the meeting shall be given not less than ten (10) days nor more than sixty (60) days before the date thereof, to each shareholder entitled to vote at that meeting. In the case of an annual meeting, the notice need not state the purpose or purposes of the meeting unless the articles of incorporation or the Code requires otherwise. In the case of a special meeting, including a special meeting in lieu of an annual meeting, the notice of meeting shall state the purpose or purposes for which the meeting is called.

Article IV. Board of Directors

4.01 Powers

All corporate powers, which are lawful and do not violate any legal agreement among shareholders and which are not prohibited by the articles of incorporation or these bylaws, shall be exercised by or under the authority of, and the business and affairs of the corporation shall be managed under, the direction of the Board of Directors. The Board of Directors may, by resolution, vote any shares of stock owned by the corporation. Also, the Board of Directors from time to time in its discretion may authorize or declare distributions or share dividends in accordance with the Code.

4.02 Number

The number and composition of the corporation's Board of Directors shall initially be that which is specified in the articles of incorporation. If the articles of incorporation do not specify the number and composition of the Board of Directors, then the Board of Director's shall consist of one member, the

Chief Executive Officer of the corporation. Thereafter, the number and composition of the Board of Directors may be changed from time to time by an action of the shareholders.

4.03 Election

Except as provided for in the bylaw addressing vacancies in the Board of Directors, the Directors shall be elected by a vote of the shareholders at each annual meeting of shareholders or special meeting in lieu of the annual meeting.

4.04 Term of Office

Except in the case of death, written resignation, retirement, disqualification, or removal, each director shall serve until the next succeeding annual meeting or special meeting in lieu of an annual meeting and thereafter until his successor is elected and qualifies or until the number of directors is decreased.

4.05 Removal

One or more directors may be removed from office with or without cause by the shareholders by a majority of the votes entitled to be cast. If the director was elected by a voting group, only the shareholders of that voting group may participate in the vote to remove him. Removal action may be taken at any meeting of shareholders with respect to which the notice stated that the purpose, or one of the purposes, of the meeting is removal of the director, and a removed director's successor may be elected at the same meeting.

4.06 Vacancies

A vacancy occurring in the Board of Directors, other than by reason of an increase in the number of directors, shall be filled for the unexpired term by the first to take action of (a) the shareholders or (b) the Board of Directors, and if the directors remaining in office constitute fewer than a quorum of the Board of Directors, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office. If the vacant office was held by a director elected by a voting group, only the holders of shares of that voting group or the remaining directors elected by that voting group are entitled to vote to fill the vacancy. A vacancy occurring in the Board of Directors by reason of an increase in the number of directors shall be filled in like manner as any other vacancy, but, if filled by action of the Board of Directors, shall only be for a term of office continuing until the next election of directors by the shareholders and until the election and qualification of a successor.

4.07 Committees

The Board of Directors, by resolution, may designate from among its members an executive committee and one or more other committees, each consisting of one or more directors all of whom serve at the pleasure of the Board of Directors. Except as limited by the Code, each committee shall have the authority set forth in the resolution establishing the committee. The provisions of these bylaws as to the Board of Directors and its deliberations shall be applicable to any committee of the Board of Directors. All decisions and actions of any committee created by these bylaws or resulting from the authority granted by these bylaws, shall be subject to the discretionary review and approval of the Board of Directors.

4.08 Compensation

Unless the articles of incorporation provide otherwise, the Board of Directors may determine from time to time the compensation, if any, directors may receive for their services as directors. A

director may also serve the corporation in a capacity other than that of director and receive compensation, as determined by the Board of Directors, for services rendered in such other capacity.

Article V. Meetings of the Board of Directors

5.01 Regular Meetings

Regular meetings of the Board of Directors shall be held immediately after the annual meeting of shareholders or a special meeting in lieu of the annual meeting. In addition, the Board of Directors may schedule other meetings to occur at regular intervals throughout the year.

5.02 Special Meetings

Special meetings of the Board of Directors may be called by or at the request of the Chief Executive Officer of the corporation, by the sole director of the board or, if the board consists of more than one director, by any two directors in office at that time.

5.03 Quorums

Unless a greater number is required by the articles of incorporation, these bylaws, or the Code, a quorum of the Board of Directors consists of a majority of the total number of directors.

5.04 Adjournments

Whether or not a quorum is present to organize a meeting, any meeting of directors (including an adjourned meeting) may be adjourned by a majority of the directors present to reconvene at a specific time and place. At any reconvened meeting, any business may be transacted that could have been transacted at the meeting that was adjourned. It shall not be necessary to give any notice of the reconvened meeting or of the business to be transacted, if the date, time and place of the reconvened meeting are announced at the meeting that was adjourned.

5.05 Action Without a Meeting

Unless the Code, the articles of incorporation, or these bylaws provide otherwise, any action required or permitted to be taken at any meeting of the Board of Directors, or any action that may be taken at a meeting of an authorized committee of the Board of Directors, may be taken without a meeting if the action is taken by all the members of the Board of Directors (or of the committee, as the case may be). The action must be evidenced by one or more written consents describing the action taken, signed by each director (or each director serving on the committee, as the case may be), and delivered to the corporation for inclusion in the minutes or filing with the corporate records.

5.06 Meetings by Telephone

Any or all directors may participate in a meeting of the Board of Directors, and members of an authorized committee of the Board of Directors may participate in a meeting of the committee (as the case may be), through the use of any means of communication by which all directors participating may simultaneously hear each other during the meeting.

5.07 Place of Meetings

Directors may hold their meetings at any place within or without the state of incorporation, as the Board of Directors may from time to time establish for regular meetings or as set forth in the notice of special meetings or, in the event of a meeting held pursuant to waiver of notice, as set forth in the

waiver.

5.08 Notice of Meetings

No notice shall be required for any regularly scheduled meeting of the directors. Unless waived as contemplated in these bylaws, each director shall be given at least five day's notice of each special meeting stating the date, time, and place of the meeting. It is not required that the purpose of a Directors' meeting be stated in any notice of such a meeting, whether the meeting is a regular or a special meeting.

5.09 Vote Required for Action

If a quorum is present when a vote is taken, the affirmative vote of a majority of directors present is the act of the Board of Directors unless the Code, the articles of incorporation, or these bylaws require the vote of a greater number of directors.

A director who is present at a meeting of the Board of Directors, or an authorized committee of the Board of Directors, when corporate action is taken is deemed to have assented to the action taken unless:

(i) he objects at the beginning of the meeting (or promptly upon his arrival) to holding the meeting or to transacting business at the meeting,

(ii) his dissent or abstention from the action taken is entered in the minutes of the meeting, or

(iii) he delivers written notice of his dissent or abstention to the presiding officer of the meeting before its adjournment or to the corporation immediately after adjournment of the meeting.

The right of dissent or abstention is not available to a director who votes in favor of the action taken.

Article VI. Shareholder and Director Notices

6.1 Delivery of Notice

Whenever these bylaws require notice to be given to any shareholder or director, the notice shall be given in accordance with this bylaw. Notice under these bylaws shall be in writing unless oral notice is reasonable under the circumstances. Any notice to directors may be written or oral. Notice may be communicated in person, by telephone, telegraph, teletype, other form of wire or wireless communication, or by mail or private carrier. If these forms of personal notice are impracticable, notice may be communicated by a newspaper of general circulation in the area where published, or by radio, television, or other form of public broadcast communication. Written notice to the shareholders, if in a comprehensible form, is effective when mailed, if mailed with first-class postage prepaid and correctly addressed to the shareholder's address shown in the corporation's current record of shareholders.

6.2 When Effective

Except as otherwise provided in this bylaw, written notice, if in a comprehensible form, is effective at the earliest of the following:

(i) when received or when delivered, properly addressed, to the addressee's last known

principal place of business or residence;

(ii) five days after deposit in the mail, as evidenced by the postmark, if mailed with first-class postage prepaid and correctly addressed, or

(iii) on the date shown on the return receipt, if sent by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee.

Oral notice is effective when communicated if communicated in a comprehensible manner.

In calculating time periods for notice, when a period of time measured in days, weeks, months, years, or other measurement of time is prescribed for the exercise of any privilege or the discharge of any duty, the first day shall not be counted but the last day shall be counted.

6.3 Waiver

A shareholder or director may waive any notice before or after the date and time stated in the notice. Except as provided in this bylaw, the waiver must be in writing, be signed by the shareholder or director entitled to the notice, and be delivered to the corporation for inclusion in the minutes or filing with the corporate records.

A shareholder's attendance at a meeting (i) waives objection to lack of notice or defective notice of the meeting, unless the shareholder at the beginning of the meeting objects to holding the meeting or transacting business at the meeting; and (ii) waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the shareholder objects to considering the matter when it is presented.

A director's attendance at or participation in a meeting waives any required notice to him of the meeting unless the director at the beginning of the meeting (or promptly upon his arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Unless required by the Code, neither the business transacted nor the purpose of the meeting need be specified in the waiver.

6.4 Notice Following Adjournment

If notice of an adjourned meeting of the shareholders or of the directors was properly given, it shall not be necessary to give any notice of the reconvened meeting or of the business to be transacted, if the date, time and place of the reconvened meeting are announced at the meeting that was adjourned and before adjournment; provided, however, that if a new record date of shares is or must be fixed, notice of the reconvened meeting must be given to persons who are shareholders as of the new record date.

Article VII. Officers

7.01 Number

The officers of the corporation shall consist of a Board Chairman, a President, a Secretary, a Treasurer, and any other officers as may be appointed by the Board of Directors or by an other duly appointed officer pursuant to these bylaws. The Board of Directors shall from time to time create and establish the duties of the other officers. Any two or more offices may be held by the same person.

7.02 Chairman of Board

The Chairman of the Board of Directors shall preside at all meetings of the Board of Directors and shall have authority to execute bonds, mortgages, and other contracts requiring a seal, under the seal of the corporation; to endorse, when sold, assigned, transferred, or otherwise disposed of by the corporation, all certificates or shares of stock, bonds, or other securities issued by other corporations, associations, trusts, whether public or private, or by any government agency thereof, and owned or held by the corporation, and to make, execute, and deliver all instruments or assignments of transfer of any such stocks, bonds, or other securities. The Chairman of the Board may, with the approval of the Board of Directors, or shall, at the direction of the Board of Directors, delegate any or all of such duties to the President.

7.03 President

The President shall be the Chief Executive Officer of the corporation and shall have general supervision of the business of the corporation. The President shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall perform such other duties as may from time to time be delegated by the Board of Directors. In the absence of the Chairman of the Board, the President shall have authority to do any and all things delegated to the Chairman of the Board of Directors.

7.04 Vice President

In the absence or disability of the President, or at the direction of the President, the Vice President, if any, shall perform the duties and exercise the powers of the President. If the corporation has more than one Vice President, the one designated by the Board of Directors shall act in lieu of the President. Vice Presidents shall perform whatever duties and have whatever powers the Board of Directors may from time to time assign.

7.05 Secretary

The Secretary shall be responsible for preparing minutes of the acts and proceedings of all meetings of the shareholders, the Board of Directors, and any Committees thereof. The Secretary shall have authority to give all notices required by the Code or these bylaws. The Secretary shall be responsible for the custody of the corporate books, records, contracts, and other documents. The Secretary may affix the corporate seal to any lawfully executed documents and shall sign any instruments as may require his or her signature. The Secretary shall authenticate records of the corporation. The Secretary shall perform whatever additional duties and have whatever additional powers the Board of Directors may from time to time assign. In the absence or disability of the Secretary or at the direction of the President, any assistant secretary may perform the duties and exercise the powers of the Secretary.

7.06 Treasurer

The Treasurer shall be responsible for the custody of all funds and securities belonging to the corporation and for the receipt, deposit, or disbursement of funds and securities under the direction of the Board of Directors. The Treasurer shall cause to be maintained full and true accounts of all receipts and disbursements and shall make reports of the same to the Board of Directors and the President upon request. The Treasurer shall perform all duties as may be assigned to him from time to time by the Board of Directors.

7.07 Appointment, Term, and Removal

All officers shall be appointed by the Board of Directors or by a duly appointed officer pursuant to these bylaws and shall serve at the pleasure of the Board of Directors or the appointing officers, as the case may be. All officers, however appointed, may be removed with or without cause by the Board of Directors, and any officer appointed by another officer may also be removed by the appointing officer with or without cause.

7.08 Compensation

The compensation of all officers of the corporation appointed by the Board of Directors shall be fixed by the Board of Directors.

7.09 Bonds

The Board of Directors may, by resolution, require any or all of the officers, agents, or employees of the corporation to give bonds to the corporation, with sufficient surety or sureties, conditioned on the faithful performance of the duties of their respective offices or positions, and to comply with any other conditions as from time to time may be required by the Board of Directors.

Article VIII. Indemnification

8.01 Basic Indemnification Arrangement

Except as provided in these bylaws, the corporation shall indemnify an individual who is a party to a proceeding because he or she is or was a director or officer against liability incurred in the proceeding if:

(i) Such Director or Officer conducted himself in good faith and reasonably believed:

(a) In the case of conduct in his or her official capacity, that such conduct was in the best interests of the corporation;

(b) In all other cases, that such conduct was at least not opposed to the best interests of the corporation; and

(c) In the case of any criminal proceeding, that the individual had no reasonable cause to believe such conduct was unlawful, or

(ii) Such Director's or Officer's conduct with respect to an employee benefit plan, which is the subject of the proceeding, was for a purpose he believed in good faith to be in the interests of the participants in and beneficiaries of the plan.

The termination of a proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent is not, of itself, determinative that the director or officer did not meet the requisite standard of conduct described in this bylaw.

The corporation may not indemnify a director or officer under this Article:

(i) In connection with a proceeding by or in the right of the corporation, except for reasonable expenses incurred in connection with the proceeding if it is determined that the director or officer has met the requisite standard of conduct under this bylaw; or

(ii) In connection with any proceeding with respect to conduct for which he or she was adjudged liable on the basis that personal benefit was improperly received by him or her, whether or not involving action in his or her official capacity.

8.02 Advances for Expenses

The corporation may, before final disposition of a proceeding, advance funds to pay for or reimburse the reasonable expenses, including counsel fees, incurred by a director or officer who is a party to a proceeding because he or she is a director or officer if he or she delivers to the corporation:

(i) A written affirmation of his or her good faith belief that he or she has met the requisite standard of conduct described in the Basic Indemnification Arrangement bylaw or that the proceeding involves conduct for which such person's liability has been eliminated under the corporation's articles of incorporation; and

(ii) His or her written undertaking to repay any funds advanced if it is ultimately determined that the director or officer is not entitled to indemnification under this Article or the Code. This undertaking to repay must be an unlimited general obligation of the director or officer but need not be secured and may be accepted without reference to the financial ability of the director or officer to make repayment.

Authorizations for expense advancements shall be made:

(i) By the board of directors:

(a) by a majority vote of a quorum consisting of disinterested directors, or

(b) if such a quorum is not obtainable (or is obtainable and a majority vote of a quorum of disinterested directors so directs), by independent legal counsel in a written opinion; or

(ii) By a majority vote of the shareholders; however, shares owned or voted under the control of a director or officer who at the time does not qualify as a disinterested director or disinterested officer with respect to the proceeding may not be voted on the authorization.

8.03 Court-Ordered Indemnification and Advances for Expenses

A director or officer who is a party to a proceeding because he or she is a director or officer may apply for indemnification or advance for expenses to the court conducting the proceeding or to another court of competent jurisdiction. Pursuant to the Code, after receipt of an application and after giving any notice it considers necessary, the court shall:

(i) Order indemnification or advance for expenses if it determines that the director or officer is entitled to indemnification; or

(ii) Order indemnification or advance for expenses if it determines, in view of all the relevant circumstances, that it is fair and reasonable to indemnify the director or officer, or to advance expenses to the director or officer, even if the director or officer has not met the relevant standard of conduct, failed to comply with the requirements for advance of expenses, or was adjudged liable on the basis that personal benefit was improperly received by him or her, whether or not involving action in his or her official capacity. However, if the director or officer was adjudged so liable, the indemnification shall be

limited to reasonable expenses incurred in connection with the proceeding.

If the court determines that the director or officer is entitled to indemnification or advance for expenses, it may also order the corporation to pay the director's or officer's reasonable expenses to obtain court-ordered indemnification or advance for expenses.

8.04 Determination and Authorization of Indemnification

The corporation acknowledges that indemnification of a director or officer according to these bylaws has been pre-authorized by the corporation as permitted by the Code. Nevertheless, the corporation shall not indemnify a director or officer under these bylaws unless a determination has been made for the specific proceeding that indemnification of the director or officer is permissible in the circumstances because he or she has met the relevant standard of conduct set forth in the Basic Indemnification Arrangement. However, regardless of the result or absence of any such determination, the corporation shall indemnify a director or officer who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which he or she was a party because he or she was a director or officer of the corporation against reasonable expenses incurred by the director or officer in connection with the proceeding.

The determination of indemnification shall be made:

(i) by the board of directors:

  (a) by a majority vote of a quorum consisting of disinterested directors; or

  (b) if such a quorum is not obtainable or is obtainable and a majority vote of a quorum of disinterested directors so directs, by independent legal counsel in a written opinion; or

(ii) by a majority vote of the shareholders, but shares owned by or voted under the control of a director or officer who at the time does not qualify as a disinterested director or disinterested officer may not be voted on the determination.

As acknowledged above, the corporation has pre-authorized the indemnification of directors and officers hereunder, subject to a determination for a specific proceeding that the director or officer met the relevant standard of conduct under the Basic Indemnification Arrangement. Consequently, no further decision need or shall be made on a case-by-case basis as to the authorization of the corporation's indemnification of directors or officers hereunder. Nevertheless, evaluation as to reasonableness of expenses of a director or officer for a specific proceeding shall be made in the same manner as the determination that indemnification is permissible, except that if there are fewer than two disinterested directors or if the determination is made by special legal counsel, evaluation as to reasonableness of expenses shall be made by the Board of Directors, the members of which may or may not be disinterested.

8.05 Indemnification of Employees and Agents

The corporation may indemnify and advance expenses under these bylaws to an employee or agent of the corporation who is not a director or officer to the extent, consistent with public policy, that such indemnification and advances may be provided to a director or officer.

8.06 Shareholder Approved Indemnification

If authorized by the articles of incorporation, the bylaws, or by a contract or resolution

approved or ratified by the shareholders of the corporation by a majority of the votes entitled to be cast, the corporation may indemnify or obligate itself to indemnify a director or officer made a party to a proceeding, including a proceeding brought by or in the right of the corporation, without regard to the limitations in other sections of these bylaws, but shares owned or voted under the control of a director or officer who at the time of such authorization does not qualify as a disinterested director or disinterested officer with respect to any existing or threatened proceeding that would be covered by the authorization may not be voted on the authorization.

Nevertheless, the corporation shall not indemnify a director or officer under this bylaw for any liability incurred in a proceeding in which the director or officer is adjudged liable to the corporation or is subjected to injunctive relief in favor of the corporation:

(i) for any appropriation, in violation of his or her duties, of any business opportunity of the corporation,

(ii) for acts or omissions which involve intentional misconduct or a knowing violation of law,

(iii) for assenting to an unlawful distribution as defined in the Code, or

(iv) for any transaction from which he or she received an improper personal benefit.

Where approved or authorized according to this bylaw, the corporation may advance or reimburse expenses incurred in advance of final disposition of the proceeding only if

(i) The director or officer furnishes the corporation a written affirmation of his or her good faith belief that his or her conduct does not constitute behavior of the kind described in this bylaw which would prevent indemnification; and

(ii) The director or officer furnishes the corporation a written undertaking, executed personally or on his or her behalf, to repay any advances if it is ultimately determined that he or she is not entitled to indemnification under this bylaw.

8.07 Insurance

The corporation may purchase and maintain insurance on behalf of an individual

(i) who is a director, officer, employee, or agent of the corporation, or

(ii) who, while a director, officer, employee, or agent of the corporation, serves at the corporation's request as a director, officer, partner, trustee, employee or agent of another domestic or foreign corporation, partnership, joint venture, trust, employee benefit plan, or other entity

against liability asserted against or incurred by him or her in that capacity or arising from his or her status as a director, officer, employee, or agent, whether or not the corporation would have power to indemnify or advance expenses to him or her against the same liability under these bylaws or the Code.

8.09 Witness Fees

Nothing in these bylaws shall limit the corporation's power to pay or reimburse expenses incurred by a director or officer in connection with his or her appearance as a witness in a proceeding at a time when he or she is not a party.

8.10 Report to Shareholders

To the extent and in the manner required by the Code from time to time, if the corporation indemnifies or advances expenses to a director or officer in connection with a proceeding by or in the right of the corporation, the corporation shall report the indemnification or advance to the shareholders.

8.11 Effect of Amendments

No amendment, modification, or rescission of these bylaws, or any provision of the bylaws, the effect of which would diminish the rights to indemnification or advancement of expenses as set forth herein shall be effective as to any person with respect to any action taken or omitted by such person prior to such amendment, modification or rescission.

Article IX. Stock Certificates

9.01 Authorization and Issuance

In accordance with the Code, the Board of Directors may authorize shares of any class or series provided for in the corporation's Articles of Incorporation to be issued for any consideration valid under the provisions of the Code. To the extent provided in the Articles of Incorporation, the Board of Directors shall determine the preferences, limitations, and relative rights of the shares.

9.02 Form

The interest of each shareholder in the corporation shall be evidenced by a certificate or certificates representing shares of the corporation which shall be in such form as the Board of Directors from time to time may adopt. Share certificates shall be numbered consecutively, shall be in registered form, shall indicate the date of issuance, the name of the corporation, that it is organized under the laws of the state of incorporation, the name of the shareholder, the number and class of shares, and the designation of the series, if any, represented by the certificate. Each certificate shall be signed by any one of the President, a Vice President, the Secretary, or the Treasurer. The corporate seal need not be affixed.

9.03 Registered Shareholders

Prior to due presentation for transfer of registration of its shares, the corporation may treat the registered owner of the shares as the person exclusively entitled to vote the shares, to receive any share dividend or distribution with respect to the shares, and for all other purposes. The corporation shall not be bound to recognize any equitable or other claim to or interest in the shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

9.04 Transfer of Shares

Transfers of shares shall be made upon the transfer books of the corporation, kept at the principle office of the corporation (or at the office of the transfer agent designated to transfer the shares, if any) only upon direction of the person named in the certificate, or by his or her attorney lawfully constituted in writing. Before a new certificate is issued, the old certificate shall be surrendered for cancellation or, in the case of a certificate alleged to have been lost, stolen, or destroyed, the requirements of the bylaw governing lost, stolen, or destroyed certificates shall have been met.

9.05 Record Date

For the purpose of determining shareholders entitled to notice of a shareholders' meeting, to

demand a special meeting, to vote, or to take any other action, the Board of Directors may fix a future date as the record date, which date shall be not more than seventy (70) days prior to the date on which the particular action requiring a determination of shareholders is to be taken. A determination of shareholders entitled to notice of or to vote at a shareholders' meeting is effective for any adjournment of the meeting unless the Board of Directors fixes a new record date, which it must do if the meeting is adjourned to a date more than 120 days after the date fixed for the original meeting. If no record date is fixed by the Board of Directors, the record date shall be determined in accordance with the provisions of the Code.

For the purpose of determining shareholders entitled to a distribution (other than one involving a purchase, redemption, or other reacquisition of the corporation's shares) or a share dividend, the Board of Directors may fix a date as the record date, if no record date is fixed by the Board of Directors, the record date shall be determined in accordance with the provisions of the Code.

9.06 Lost, Stolen, or Destroyed Certificates

Any person claiming a share certificate to be lost, stolen, or destroyed shall make an affidavit or affirmation of the fact in the manner required by the Board of Directors and, if the Board of Directors requires, shall give the corporation a bond of indemnity in form and amount, and with one or more sureties satisfactory to the Board of Directors, as the Board of Directors may require, whereupon an appropriate new certificate may be issued in lieu of the one alleged to have been lost, stolen or destroyed.

Article X. Miscellaneous

10.01 Fiscal Year

The fiscal year of the corporation shall be a twelve-month period, beginning January 1 and ending on December 31 each year, unless the Board of Directors, by resolution, fixes the fiscal year as an other time period.

10.02 Corporate Seal

If the Board of Directors determines that there should be a corporate seal for the corporation, it shall be in the form as the Board of Directors may from time to time determine.

10.03 Corporate Records

The Board of Directors shall have the power to determine which accounts, books, and records of the corporation shall be opened to the inspection of the shareholders, except those as may by law specifically be made open to inspection. The Board of Directors shall have the power to fix reasonable rules and regulations not in conflict with the applicable law for the inspection of accounts, books, and records which by law or by determination of the Board of Directors shall be open to inspection.

10.04 Annual Financial Statements

In accordance with the Code, the corporation shall prepare and provide to the shareholders such financial statements as may be required by the Code.

10.05 Amendments

The Board of Directors shall have the power to alter, amend, or repeal these bylaws or adopt new bylaws, but any bylaws adopted by the Board of Directors may be altered, amended, or repealed,

and new bylaws adopted, by the shareholders. The shareholders may prescribe, by expressing in the action they take in adopting or amending any bylaw or bylaws, that the bylaw or bylaws so adopted or amended shall not be altered, amended or repealed by the Board of Directors.

10.06 Conflict with Articles of Incorporation or Law; Severability

In the event that any provision of these bylaws conflicts with any provision of the Articles of Incorporation, the Articles of Incorporation shall govern. In the event that any of the provisions of these bylaws (including any provision within a single section, subsection, division or sentence) is held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions of the bylaws shall remain enforceable to the fullest extent permitted by law.

Exhibit 3.111

STATE OF NEW MEXICO

[SEAL]

OFFICE OF

THE STATE CORPORATION COMMISSION

CERTIFICATE OF INCORPORATION

OF

YOUTH SERVICES INTERNATIONAL OF NEW MEXICO, INC.

1729185

The State Corporation Commission certifies that duplicate originals of the Articles of Incorporation attached hereto, duly signed and verified pursuant to the provisions of the

BUSINESS CORPORATION ACT
(53-11-1 to 53-18-12 NMSA 1978)

have been received by it and are found to conform to law.

Accordingly, by virtue of the authority vested in it by law, the State Corporation Commission issues this Certificate of Incorporation and attaches hereto a duplicate original of the Articles of Incorporation.

Dated: MAY 8, 1995

In Testimony Whereof, the State Corporation Commission of the State of New Mexico has caused this certificate to be signed by its Chairman and the Seal of said Commission to be affixed at the City of Santa Fe

/s/ [Illegible signature]

Chairman

/s/ [Illegible signature]

Director

1729185

ARTICLES OF INCORPORATION
OF

YOUTH SERVICES INTERNATIONAL OF NEW MEXICO, INC.

(NAME OF CORPORATION)

The undersigned, acting as incorporator(s) to form a corporation under the New Mexico Business Corporation Act (53-11-1 to 53-18-12 NMSA 1978), adopts the following Articles of Incorporation for such corporation:

FIRST: The corporate name of the corporation is YOUTH SERVICES INTERNATIONAL OF NEW MEXICO, INC.

SECOND: The period of its duration is PERPETUAL

THIRD: The purpose or purposes for which the corporation is organized are:

To engage in rehabilitative services for at-risk adolescents, behavioral treatment and training services for at-risk adolescents.

FOURTH: The aggregate number of shares which the corporation shall have authority to issue is:

(ATTACH SCHEDULE, IF NEEDED)

NUMBER

100,000 Common Shares $.10 par value per share

FIFTH: Any provision limiting or denying to shareholders the preemptive right to acquire unissued or treasury shares, or securities convertible into such shares or carrying a right to subscribe to or to acquire shares is:

NONE

(N.M. - 1794 - 12/7/94)
CT System

SIXTH: The name of its initial registered agent and the street address and city of the initial registered office in New Mexico are:

NAME	ADDRESS (Post Office Box unacceptable unless geographical location is given)
C T CORPORATION SYSTEM	119 EAST MARCY Santa Fe, New Mexico 87501

SEVENTH: The number of directors constituting the initial board of directors is 3 and the names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors are elected and qualified are:

NAME	ADDRESS
Henry D. Felton	**6 Park Center Ct., Ste. 211, Owings Mills, MD 21117**
John F. Ripley	**6 Park Center Ct., Ste. 211, Owings Mills, MD 21117**
W. James Hindman	**6 Park Center Ct., Ste. 211, Owings Mills, MD 21117**

EIGHTH: The name and address of each incorporator is:

NAME	ADDRESS
Norma Velasquez	**1025 Vermont Avenue, NW, Washington, D C 20005**
Marilyn Lizzio	**1025 Vermont Avenue, NW, Washington, D C 20005**

NINTH: The corporation shall indemnify its officers and directors to the extent permitted by the New Mexico Business Corporation Act.

DATED: 5/4/95 .

/s/ Norma Velasquez

/s/ [Illegible signature]

Signature of Incorporator(s)

(FILE DUPLICATE ORIGINALS)

(N. M. – 1794)

(DOMESTIC-INITIAL)
FILE DUPLICATE ORIGINALS

AFFIDAVIT OF ACCEPTANCE OF APPOINTMENT
BY DESIGNATED INITIAL REGISTERED AGENT

To the State Corporation Commission

State of New Mexico

STATE OF WASHINGTON, D. C.)
) **SS.:**
COUNTY OF)

On this 5TH **day of** MAY, **19** 95, **before me a Notary Public in and for the State and County aforesaid, personally appeared** Kevin J. Gallagher, **who is to me known to be the person and who, being by me duly sworn, acknowledged to me that he does hereby accept his appointment as the Initial Registered Agent of** YOUTH SERVICES INTERNATIONAL OF NEW MEXICO, INC.

the Corporation which is named in the annexed Articles of Incorporation, and which is applying for a Certificate of Incorporation pursuant to the provisions of the Business Corporation Act of the State of New Mexico.

C T CORPORATION SYSTEM

REGISTERED AGENT'S SIGNATURE

BY (1) /s/ Kevin J. Gallagher
Kevin J. Gallagher
Asst. Vice **PRESIDENT**

Subscribed and sworn to before me on the day, month, and year first above set forth

/s/ [Illegible signature]
NOTARY PUBLIC Judith B. Argao
Notary Public District of Columbia
Commission Expires: My Commission Expires: July 14, 1999

(Notarial seal)

NOTE: (1) If the Agent is a Corporation then the affidavit must be executed by the President or Vice-President of the Corporation.

NMSCC-CD
FORM RA-1
(REV 8/83)

(N.M. – 1794)

STATE OF NEW MEXICO

[SEAL]

OFFICE OF

THE STATE CORPORATION COMMISSION

CERTIFICATE OF AMENDMENT

OF

YOUTH AND FAMILY CENTERED SERVICES OF NEW MEXICO, INC.

3155025

The State Corporation Commission certifies that duplicate originals of the Articles of Amendment attached hereto, duly signed and verified pursuant to the provisions of the

BUSINESS CORPORATION ACT
(53-11-1 to 53-18-12 NMSA 1978)

have been received by it and are found to conform to law.

Accordingly, by virtue of the authority vested in it by law, the State Corporation Commission issues this Certificate of Amendment and attaches hereto a duplicate original of the Articles of Amendment.

Dated: DECEMBER 2, 1997

In Testimony Whereof, the State Corporation Commission of the State of New Mexico has caused this certificate to be signed by its Chairman and the Seal of said Commission to be affixed at the City of Santa Fe

/s/ [Illegible signature]

Chairman

/s/ [Illegible signature]

Director

[Illegible]

ARTICLES OF AMENDMENT
TO THE
ARTICLES OF INCORPORATION
OF
YOUTH SERVICES INTERNATIONAL OF NEW MEXICO, INC.

Pursuant to the provisions of Section 53-13-4 of the New Mexico Business Corporation Act, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation:

1. The name of the corporation is Youth Services International of New Mexico, Inc.

2. The Articles of Incorporation of the corporation are amended by deleting Article FIRST in its entirety and by substituting a new Article FIRST in its place to read as follows:

"FIRST: The corporate name of the corporation is Youth and Family Centered Services of New Mexico, Inc."

3. The foregoing amendment was unanimously adopted by the Board of Directors and the shareholders of the corporation on the 31st day of October, 1997.

4. The corporation has 1,000 shares of common stock outstanding and entitled to vote on the amendment, all of which were voted in favor of the amendment.

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AD073030.261

IN WITNESS WHEREOF, the undersigned have caused these Articles of Amendment to be executed as of the 31st day of October, 1997.

YOUTH SERVICES INTERNATIONAL OF NEW MEXICO, INC.

By: /s/ Kevin P. Sheehan
Kevin P. Sheehan
President

ATTEST:

By: /s/ J. Mack Nunn
J. Mack Nunn
Secretary

Under penalty of perjury, the undersigned declares that the foregoing document executed by the corporation and that the statements contained therein are true and correct to the best of my knowledge.

By: /s/ J. Mack Nunn
J. Mack Nunn
Secretary

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Exhibit 3.112

YOUTH AND FAMILY CENTERED SERVICES OF NEW MEXICO, INC.

AMENDED AND RESTATED BYLAWS

Adopted as of January 22, 2001

Corporate Bylaws

Article I. Definitions

1.01 Code

The Code means the applicable titles, parts, chapters, sections, and other divisions of the state of incorporation's statutory scheme governing the formation and operation of corporations.

1.02 Record Date

Record Date means the date established under the Code on which the corporation determines the identity of its shareholders and their shareholdings. Such determination shall be made as of the close of business on the record date unless another time for doing so is specified when the record date is fixed.

1.03 Voting Group

Voting Group means all shares of one or more classes or series that under the articles of incorporation or the Code are entitled to vote and be counted together collectively on a matter at a meeting of the shareholders. All shares entitled by the articles of incorporation or the Code to vote generally on the matter are for that purpose a single voting group.

1.04 Corporation

Corporation includes any domestic or foreign predecessor entity of the corporation in a merger or other transaction in which the predecessor's existence ceased upon consummation of the transaction.

1.05 Director or Officer

Director or Officer means an individual who is or was (i) a member of the Board of Directors, (ii) an individual elected or appointed by the Board of Directors to serve as an officer, or (iii) a member of any duly constituted Committee of the Board of Directors. "Director" or "officer" includes, unless the context otherwise requires, the estate or personal representative of a director or officer.

1.06 Disinterested Director or Officer

"Disinterested Director" or "Disinterested Officer" means a director or officer who, with respect to a determination of the authorization or non-authorization of an expense advancement or of indemnification, is neither:

(i) the individual whose indemnification or expense advancement is the subject of the decision being made; nor

(ii) An individual having a familial, financial, professional, or employment relationship with the person whose indemnification or advance for expenses is the subject of the decision being made with respect to the proceeding, which relationship would, in the circumstances, reasonably be expected to exert an influence on the director's or officer's judgment when voting on the decision being made.

1.07 Liability

Liability means the obligation to pay a judgment, settlement, penalty, fine (including an excise tax assessed with respect to an employee benefit plan), or reasonable expenses incurred with respect to a proceeding.

1.08 Official Capacity

When used with respect to a director, Official Capacity means the office of director in the corporation. When used with respect to an officer, Official Capacity means the office in the corporation held by the officer. Official capacity does not include service for any other domestic or foreign corporation or any partnership, joint venture, trust, employee benefit plan, or other entity.

1.09 Party

Party includes an individual who was, is, or is threatened to be made a named defendant or respondent in a proceeding.

1.10 Proceeding

Proceeding means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitrative, or investigative and whether formal or informal.

Article II. Offices and Agents

2.01 Registered Office and Agent

The corporation shall maintain a registered office and have a registered agent, whose business office address is identical to that of the registered office, in its state of incorporation and in each state in which the corporation is qualified to do business.

2.02 Other Offices

In addition to its registered office, the corporation may have offices at any other place or places, within or without the state of incorporation, as the Board of Directors may from time to time select or as the business of the corporation may require or make desirable.

Article Ill. Meetings of the Shareholders

3.01 Annual Meetings

An annual meeting of the shareholders shall be held for the election of directors at such date, time, and place, either within or without the state of incorporation, as may be designated by resolution of the Board of Directors from time to time. Such resolution shall designate the date, time, and place of the meeting. Any other proper business may be transacted at the annual meeting. If an annual meeting is not held as provided in this bylaw, any business, including the election of directors, that might properly have been acted upon at that meeting may be acted upon at a special meeting in lieu of the annual meeting held pursuant to these bylaws or held pursuant to a court order.

3.02 Special Meetings

Special meetings of the shareholders may be called for any purpose or purposes at any time by the Board of Directors, or by the President of the corporation, or by a Committee of the Board of Directors that has been duly designated and authorized by resolution of the Board of Directors to call such meetings. In addition, the Board of Directors shall call such a meeting upon the written request of shareholders holding at least twenty percent (20%) of all the votes entitled to be cast on the issue or issues proposed to be considered at the requested special meeting.

3.03 Quorum

With respect to shares entitled to vote as a separate voting group on a matter at a meeting of shareholders, the presence, in person or by proxy, of a majority of the votes entitled to be cast on the matter by the voting group shall constitute a quorum of that voting group for action on that matter unless the articles of incorporation or the Code provide otherwise. Once a share is represented for any purpose at a meeting, other than solely to object to holding the meeting or to transacting business at the meeting, it is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of the meeting unless a new record date is or must be set for the adjourned meeting pursuant to the bylaw governing the fixing of the record date with regard to shareholder action.

3.04 Adjournment and Reconvention

Whether or not a quorum is present to organize a meeting, any meeting of shareholders may be adjourned by the holders of a majority of the voting shares represented at the meeting to reconvene at a specific time and place, but no later than 120 days after the date fixed for the original meeting unless the requirements of the Code concerning the selection of a new record date have been met. At any reconvened meeting within that time period, any business may be transacted that could have been transacted at the meeting that was adjourned.

3.05 Presiding Officer

The Chief Executive Officer shall serve as the Presiding Officer of every meeting of shareholders unless another person is elected by the shareholders to serve as Presiding Officer at the meeting. The Presiding Officer shall appoint any persons he deems required to assist with the meeting.

3.06 Vote Required for Action

If a quorum exists, action on a matter (other than the election of directors) by a voting group is approved if the votes cast within the voting group favoring the action exceed the votes cast opposing the action, unless the articles of incorporation, provisions of these bylaws validly adopted by the shareholders, or the Code requires a greater number of affirmative votes. If the articles of incorporation or the Code provide for voting by two or more voting groups on a matter, action on that matter is taken only when voted upon by each of those voting groups counted separately. Action may be taken by one voting group on a matter even though no action is taken by another voting group entitled to vote on the matter. With regard to the election of directors, unless otherwise provided in the articles of incorporation, if a quorum exists, action on the election of directors is taken by a plurality of the votes cast by the shares entitled to vote in the election.

3.07 Shares Held by Another Corporation

Shares standing in the name of another corporation, domestic or foreign, may be voted by such officer, agent, or proxy as the by-laws of such other corporation may prescribe, or, in the absence of such a provision, as the board of directors of such other corporation may determine.

3.08 Method of Voting Shares

Unless the articles of incorporation or the Code provide otherwise, each outstanding share having voting rights shall be entitled to one vote on each matter submitted to a vote at a meeting of the shareholders. Voting on all matters shall be by voice vote or by show of hands unless any qualified voter, prior to the voting on any matter, demands vote by ballot, in which case each ballot shall state the name of the shareholder voting and the number of shares voted by him, and if the ballot be cast by proxy, it shall also state the name of the proxy.

3.09 Proxies

A shareholder entitled to vote on a matter may vote in person or by proxy pursuant to an appointment of proxy executed in writing by the shareholder or by his attorney-in-fact. An appointment of proxy shall be valid for only one meeting to be specified therein, and any adjournments of such meeting, but shall not be valid for more than eleven months unless expressly provided therein. Appointments of proxy shall be dated and filed with the records of the meeting to which they relate. If the validity of any appointment of proxy is questioned, it must be submitted to the secretary of the meeting of shareholders for examination or to a proxy officer or committee appointed by the meeting's presiding officer. The secretary of the meeting or, if appointed, the proxy officer or committee, shall determine the validity or invalidity of any appointment of proxy submitted for examination. Reference in the minutes of the meeting by the secretary or, if appointed, the proxy officer or committee, as to the regularity of an appointment of proxy shall be received as prima facie evidence of the facts stated for the purpose of establishing the presence of a quorum at the meeting and for all other purposes.

3.10 Action Without a Meeting

Any action required or permitted to be taken at a meeting of the shareholders, may be taken without a meeting if the action is taken by all shareholders entitled to vote on the action. Or, if allowed by the articles of incorporation, such action may be taken without a meeting by persons who would be entitled to vote shares having voting power to cast not less than the minimum number (or numbers, in the case of voting by groups) of votes that would be necessary to authorize or take the action at a meeting at which all shareholders entitled to vote were present and voted. The action without a meeting must be evidenced by one or more written consents describing the action taken, signed by shareholders entitled to take action without a meeting, and delivered to the corporation for inclusion in the minutes or filing with the corporate records. The corporation shall give written notice of actions so taken.

3.11 Notice

Unless waived as contemplated in these bylaws, a notice of each meeting of shareholders, stating the date, time, and place of the meeting shall be given not less than ten (10) days nor more than sixty (60) days before the date thereof, to each shareholder entitled to vote at that meeting. In the case of an annual meeting, the notice need not state the purpose or purposes of the meeting unless the articles of incorporation or the Code requires otherwise. In the case of a special meeting, including a special meeting in lieu of an annual meeting, the notice of meeting shall state the purpose or purposes for which the meeting is called.

Article IV. Board of Directors

4.01 Powers

All corporate powers, which are lawful and do not violate any legal agreement among shareholders and which are not prohibited by the articles of incorporation or these bylaws, shall be exercised by or under the authority of, and the business and affairs of the corporation shall be managed under, the direction of the Board of Directors. The Board of Directors may, by resolution, vote any shares of stock owned by the corporation. Also, the Board of Directors from time to time in its discretion may authorize or declare distributions or share dividends in accordance with the Code.

4.02 Number

The number and composition of the corporation's Board of Directors shall initially be that which is specified in the articles of incorporation. If the articles of incorporation do not specify the number and composition of the Board of Directors, then the Board of Director's shall consist of one member, the

Chief Executive Officer of the corporation. Thereafter, the number and composition of the Board of Directors may be changed from time to time by an action of the shareholders.

4.03 Election

Except as provided for in the bylaw addressing vacancies in the Board of Directors, the Directors shall be elected by a vote of the shareholders at each annual meeting of shareholders or special meeting in lieu of the annual meeting.

4.04 Term of Office

Except in the case of death, written resignation, retirement, disqualification, or removal, each director shall serve until the next succeeding annual meeting or special meeting in lieu of an annual meeting and thereafter until his successor is elected and qualifies or until the number of directors is decreased.

4.05 Removal

One or more directors may be removed from office with or without cause by the shareholders by a majority of the votes entitled to be cast. If the director was elected by a voting group, only the shareholders of that voting group may participate in the vote to remove him. Removal action may be taken at any meeting of shareholders with respect to which the notice stated that the purpose, or one of the purposes, of the meeting is removal of the director, and a removed director's successor may be elected at the same meeting.

4.06 Vacancies

A vacancy occurring in the Board of Directors, other than by reason of an increase in the number of directors, shall be filled for the unexpired term by the first to take action of (a) the shareholders or (b) the Board of Directors, and if the directors remaining in office constitute fewer than a quorum of the Board of Directors, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office. If the vacant office was held by a director elected by a voting group, only the holders of shares of that voting group or the remaining directors elected by that voting group are entitled to vote to fill the vacancy. A vacancy occurring in the Board of Directors by reason of an increase in the number of directors shall be filled in like manner as any other vacancy, but, if filled by action of the Board of Directors, shall only be for a term of office continuing until the next election of directors by the shareholders and until the election and qualification of a successor.

4.07 Committees

The Board of Directors, by resolution, may designate from among its members an executive committee and one or more other committees, each consisting of one or more directors all of whom serve at the pleasure of the Board of Directors. Except as limited by the Code, each committee shall have the authority set forth in the resolution establishing the committee. The provisions of these bylaws as to the Board of Directors and its deliberations shall be applicable to any committee of the Board of Directors. All decisions and actions of any committee created by these bylaws or resulting from the authority granted by these bylaws, shall be subject to the discretionary review and approval of the Board of Directors.

4.08 Compensation

Unless the articles of incorporation provide otherwise, the Board of Directors may determine from time to time the compensation, if any, directors may receive for their services as directors. A

director may also serve the corporation in a capacity other than that of director and receive compensation, as determined by the Board of Directors, for services rendered in such other capacity.

Article V. Meetings of the Board of Directors

5.01 Regular Meetings

Regular meetings of the Board of Directors shall be held immediately after the annual meeting of shareholders or a special meeting in lieu of the annual meeting. In addition, the Board of Directors may schedule other meetings to occur at regular intervals throughout the year.

5.02 Special Meetings

Special meetings of the Board of Directors may be called by or at the request of the Chief Executive Officer of the corporation, by the sole director of the board or, if the board consists of more than one director, by any two directors in office at that time.

5.03 Quorums

Unless a greater number is required by the articles of incorporation, these bylaws, or the Code, a quorum of the Board of Directors consists of a majority of the total number of directors.

5.04 Adjournments

Whether or not a quorum is present to organize a meeting, any meeting of directors (including an adjourned meeting) may be adjourned by a majority of the directors present to reconvene at a specific time and place. At any reconvened meeting, any business may be transacted that could have been transacted at the meeting that was adjourned. It shall not be necessary to give any notice of the reconvened meeting or of the business to be transacted, if the date, time and place of the reconvened meeting are announced at the meeting that was adjourned.

5.05 Action Without a Meeting

Unless the Code, the articles of incorporation, or these bylaws provide otherwise, any action required or permitted to be taken at any meeting of the Board of Directors, or any action that may be taken at a meeting of an authorized committee of the Board of Directors, may be taken without a meeting if the action is taken by all the members of the Board of Directors (or of the committee, as the case may be). The action must be evidenced by one or more written consents describing the action taken, signed by each director (or each director serving on the committee, as the case may be), and delivered to the corporation for inclusion in the minutes or filing with the corporate records.

5.06 Meetings by Telephone

Any or all directors may participate in a meeting of the Board of Directors, and members of an authorized committee of the Board of Directors may participate in a meeting of the committee (as the case may be), through the use of any means of communication by which all directors participating may simultaneously hear each other during the meeting.

5.07 Place of Meetings

Directors may hold their meetings at any place within or without the state of incorporation, as the Board of Directors may from time to time establish for regular meetings or as set forth in the notice of special meetings or, in the event of a meeting held pursuant to waiver of notice, as set forth in the

waiver.

5.08 Notice of Meetings

No notice shall be required for any regularly scheduled meeting of the directors. Unless waived as contemplated in these bylaws, each director shall be given at least five day's notice of each special meeting stating the date, time, and place of the meeting. It is not required that the purpose of a Directors' meeting be stated in any notice of such a meeting, whether the meeting is a regular or a special meeting.

5.09 Vote Required for Action

If a quorum is present when a vote is taken, the affirmative vote of a majority of directors present is the act of the Board of Directors unless the Code, the articles of incorporation, or these bylaws require the vote of a greater number of directors.

A director who is present at a meeting of the Board of Directors, or an authorized committee of the Board of Directors, when corporate action is taken is deemed to have assented to the action taken unless:

(i) he objects at the beginning of the meeting (or promptly upon his arrival) to holding the meeting or to transacting business at the meeting,

(ii) his dissent or abstention from the action taken is entered in the minutes of the meeting, or

(iii) he delivers written notice of his dissent or abstention to the presiding officer of the meeting before its adjournment or to the corporation immediately after adjournment of the meeting.

The right of dissent or abstention is not available to a director who votes in favor of the action taken.

Article VI. Shareholder and Director Notices

6.1 Delivery of Notice

Whenever these bylaws require notice to be given to any shareholder or director, the notice shall be given in accordance with this bylaw. Notice under these bylaws shall be in writing unless oral notice is reasonable under the circumstances. Any notice to directors may be written or oral. Notice may be communicated in person, by telephone, telegraph, teletype, other form of wire or wireless communication, or by mail or private carrier. If these forms of personal notice are impracticable, notice may be communicated by a newspaper of general circulation in the area where published, or by radio, television, or other form of public broadcast communication. Written notice to the shareholders, if in a comprehensible form, is effective when mailed, if mailed with first-class postage prepaid and correctly addressed to the shareholder's address shown in the corporation's current record of shareholders.

6.2 When Effective

Except as otherwise provided in this bylaw, written notice, if in a comprehensible form, is effective at the earliest of the following:

(i) when received or when delivered, properly addressed, to the addressee's last known

principal place of business or residence;

(ii) five days after deposit in the mail, as evidenced by the postmark, if mailed with first-class postage prepaid and correctly addressed, or

(iii) on the date shown on the return receipt, if sent by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee.

Oral notice is effective when communicated if communicated in a comprehensible manner.

In calculating time periods for notice, when a period of time measured in days, weeks, months, years, or other measurement of time is prescribed for the exercise of any privilege or the discharge of any duty, the first day shall not be counted but the last day shall be counted.

6.3 Waiver

A shareholder or director may waive any notice before or after the date and time stated in the notice. Except as provided in this bylaw, the waiver must be in writing, be signed by the shareholder or director entitled to the notice, and be delivered to the corporation for inclusion in the minutes or filing with the corporate records.

A shareholder's attendance at a meeting (i) waives objection to lack of notice or defective notice of the meeting, unless the shareholder at the beginning of the meeting objects to holding the meeting or transacting business at the meeting; and (ii) waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the shareholder objects to considering the matter when it is presented.

A director's attendance at or participation in a meeting waives any required notice to him of the meeting unless the director at the beginning of the meeting (or promptly upon his arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Unless required by the Code, neither the business transacted nor the purpose of the meeting need be specified in the waiver.

6.4 Notice Following Adjournment

If notice of an adjourned meeting of the shareholders or of the directors was properly given, it shall not be necessary to give any notice of the reconvened meeting or of the business to be transacted, if the date, time and place of the reconvened meeting are announced at the meeting that was adjourned and before adjournment; provided, however, that if a new record date of shares is or must be fixed, notice of the reconvened meeting must be given to persons who are shareholders as of the new record date.

Article VII. Officers

7.01 Number

The officers of the corporation shall consist of a Board Chairman, a President, a Secretary, a Treasurer, and any other officers as may be appointed by the Board of Directors or by an other duly appointed officer pursuant to these bylaws. The Board of Directors shall from time to time create and establish the duties of the other officers. Any two or more offices may be held by the same person.

7.02 Chairman of Board

The Chairman of the Board of Directors shall preside at all meetings of the Board of Directors and shall have authority to execute bonds, mortgages, and other contracts requiring a seal, under the seal of the corporation; to endorse, when sold, assigned, transferred, or otherwise disposed of by the corporation, all certificates or shares of stock, bonds, or other securities issued by other corporations, associations, trusts, whether public or private, or by any government agency thereof, and owned or held by the corporation, and to make, execute, and deliver all instruments or assignments of transfer of any such stocks, bonds, or other securities. The Chairman of the Board may, with the approval of the Board of Directors, or shall, at the direction of the Board of Directors, delegate any or all of such duties to the President.

7.03 President

The President shall be the Chief Executive Officer of the corporation and shall have general supervision of the business of the corporation. The President shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall perform such other duties as may from time to time be delegated by the Board of Directors. In the absence of the Chairman of the Board, the President shall have authority to do any and all things delegated to the Chairman of the Board of Directors.

7.04 Vice President

In the absence or disability of the President, or at the direction of the President, the Vice President, if any, shall perform the duties and exercise the powers of the President. If the corporation has more than one Vice President, the one designated by the Board of Directors shall act in lieu of the President. Vice Presidents shall perform whatever duties and have whatever powers the Board of Directors may from time to time assign.

7.05 Secretary

The Secretary shall be responsible for preparing minutes of the acts and proceedings of all meetings of the shareholders, the Board of Directors, and any Committees thereof. The Secretary shall have authority to give all notices required by the Code or these bylaws. The Secretary shall be responsible for the custody of the corporate books, records, contracts, and other documents. The Secretary may affix the corporate seal to any lawfully executed documents and shall sign any instruments as may require his or her signature. The Secretary shall authenticate records of the corporation. The Secretary shall perform whatever additional duties and have whatever additional powers the Board of Directors may from time to time assign. In the absence or disability of the Secretary or at the direction of the President, any assistant secretary may perform the duties and exercise the powers of the Secretary.

7.06 Treasurer

The Treasurer shall be responsible for the custody of all funds and securities belonging to the corporation and for the receipt, deposit, or disbursement of funds and securities under the direction of the Board of Directors. The Treasurer shall cause to be maintained full and true accounts of all receipts and disbursements and shall make reports of the same to the Board of Directors and the President upon request. The Treasurer shall perform all duties as may be assigned to him from time to time by the Board of Directors.

7.07 Appointment, Term, and Removal

All officers shall be appointed by the Board of Directors or by a duly appointed officer pursuant to these bylaws and shall serve at the pleasure of the Board of Directors or the appointing officers, as the case may be. All officers, however appointed, may be removed with or without cause by the Board of Directors, and any officer appointed by another officer may also be removed by the appointing officer with or without cause.

7.08 Compensation

The compensation of all officers of the corporation appointed by the Board of Directors shall be fixed by the Board of Directors.

7.09 Bonds

The Board of Directors may, by resolution, require any or all of the officers, agents, or employees of the corporation to give bonds to the corporation, with sufficient surety or sureties, conditioned on the faithful performance of the duties of their respective offices or positions, and to comply with any other conditions as from time to time may be required by the Board of Directors.

Article VIII. lndemnification

8.01 Basic lndemnification Arrangement

Except as provided in these bylaws, the corporation shall indemnify an individual who is a party to a proceeding because he or she is or was a director or officer against liability incurred in the proceeding if:

(i) Such Director or Officer conducted himself in good faith and reasonably believed:

(a) In the case of conduct in his or her official capacity, that such conduct was in the best interests of the corporation;

(b) In all other cases, that such conduct was at least not opposed to the best interests of the corporation; and

(c) In the case of any criminal proceeding, that the individual had no reasonable cause to believe such conduct was unlawful, or

(ii) Such Director's or Officer's conduct with respect to an employee benefit plan, which is the subject of the proceeding, was for a purpose he believed in good faith to be in the interests of the participants in and beneficiaries of the plan.

The termination of a proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent is not, of itself, determinative that the director or officer did not meet the requisite standard of conduct described in this bylaw.

The corporation may not indemnify a director or officer under this Article:

(i) In connection with a proceeding by or in the right of the corporation, except for reasonable expenses incurred in connection with the proceeding if it is determined that the director or officer has met the requisite standard of conduct under this bylaw; or

(ii) In connection with any proceeding with respect to conduct for which he or she was adjudged liable on the basis that personal benefit was improperly received by him or her, whether or not involving action in his or her official capacity.

8.02 Advances for Expenses

The corporation may, before final disposition of a proceeding, advance funds to pay for or reimburse the reasonable expenses, including counsel fees, incurred by a director or officer who is a party to a proceeding because he or she is a director or officer if he or she delivers to the corporation:

(i) A written affirmation of his or her good faith belief that he or she has met the requisite standard of conduct described in the Basic lndemnification Arrangement bylaw or that the proceeding involves conduct for which such person's liability has been eliminated under the corporation's articles of incorporation; and

(ii) His or her written undertaking to repay any funds advanced if it is ultimately determined that the director or officer is not entitled to indemnification under this Article or the Code. This undertaking to repay must be an unlimited general obligation of the director or officer but need not be secured and may be accepted without reference to the financial ability of the director or officer to make repayment.

Authorizations for expense advancements shall be made:

(i) By the board of directors:

(a) by a majority vote of a quorum consisting of disinterested directors, or

(b) if such a quorum is not obtainable (or is obtainable and a majority vote of a quorum of disinterested directors so directs), by independent legal counsel in a written opinion; or

(ii) By a majority vote of the shareholders; however, shares owned or voted under the control of a director or officer who at the time does not qualify as a disinterested director or disinterested officer with respect to the proceeding may not be voted on the authorization.

8.03 Court-Ordered lndemnification and Advances for Expenses

A director or officer who is a party to a proceeding because he or she is a director or officer may apply for indemnification or advance for expenses to the court conducting the proceeding or to another court of competent jurisdiction. Pursuant to the Code, after receipt of an application and after giving any notice it considers necessary, the court shall:

(i) Order indemnification or advance for expenses if it determines that the director or officer is entitled to indemnification; or

(ii) Order indemnification or advance for expenses if it determines, in view of all the relevant circumstances, that it is fair and reasonable to indemnify the director or officer, or to advance expenses to the director or officer, even if the director or officer has not met the relevant standard of conduct, failed to comply with the requirements for advance of expenses, or was adjudged liable on the basis that personal benefit was improperly received by him or her, whether or not involving action in his or her official capacity. However, if the director or officer was adjudged so liable, the indemnification shall be

limited to reasonable expenses incurred in connection with the proceeding.

If the court determines that the director or officer is entitled to indemnification or advance for expenses, it may also order the corporation to pay the director's or officer's reasonable expenses to obtain court-ordered indemnification or advance for expenses.

8.04 Determination and Authorization of lndemnification

The corporation acknowledges that indemnification of a director or officer according to these bylaws has been pre-authorized by the corporation as permitted by the Code. Nevertheless, the corporation shall not indemnify a director or officer under these bylaws unless a determination has been made for the specific proceeding that indemnification of the director or officer is permissible in the circumstances because he or she has met the relevant standard of conduct set forth in the Basic lndemnification Arrangement. However, regardless of the result or absence of any such determination, the corporation shall indemnify a director or officer who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which he or she was a party because he or she was a director or officer of the corporation against reasonable expenses incurred by the director or officer in connection with the proceeding.

The determination of indemnification shall be made:

(i) by the board of directors:

(a) by a majority vote of a quorum consisting of disinterested directors; or

(b) if such a quorum is not obtainable or is obtainable and a majority vote of a quorum of disinterested directors so directs, by independent legal counsel in a written opinion; or

(ii) by a majority vote of the shareholders, but shares owned by or voted under the control of a director or officer who at the time does not qualify as a disinterested director or disinterested officer may not be voted on the determination.

As acknowledged above, the corporation has pre-authorized the indemnification of directors and officers hereunder, subject to a determination for a specific proceeding that the director or officer met the relevant standard of conduct under the Basic lndemnification Arrangement. Consequently, no further decision need or shall be made on a case-by-case basis as to the authorization of the corporation's indemnification of directors or officers hereunder. Nevertheless, evaluation as to reasonableness of expenses of a director or officer for a specific proceeding shall be made in the same manner as the determination that indemnification is permissible, except that if there are fewer than two disinterested directors or if the determination is made by special legal counsel, evaluation as to reasonableness of expenses shall be made by the Board of Directors, the members of which may or may not be disinterested.

8.05 lndemnification of Employees and Agents

The corporation may indemnify and advance expenses under these bylaws to an employee or agent of the corporation who is not a director or officer to the extent, consistent with public policy, that such indemnification and advances may be provided to a director or officer.

8.06 Shareholder Approved lndemnification

If authorized by the articles of incorporation, the bylaws, or by a contract or resolution

approved or ratified by the shareholders of the corporation by a majority of the votes entitled to be cast, the corporation may indemnify or obligate itself to indemnify a director or officer made a party to a proceeding, including a proceeding brought by or in the right of the corporation, without regard to the limitations in other sections of these bylaws, but shares owned or voted under the control of a director or officer who at the time of such authorization does not qualify as a disinterested director or disinterested officer with respect to any existing or threatened proceeding that would be covered by the authorization may not be voted on the authorization.

Nevertheless, the corporation shall not indemnify a director or officer under this bylaw for any liability incurred in a proceeding in which the director or officer is adjudged liable to the corporation or is subjected to injunctive relief in favor of the corporation:

(i) for any appropriation, in violation of his or her duties, of any business opportunity of the corporation,

(ii) for acts or omissions which involve intentional misconduct or a knowing violation of law,

(iii) for assenting to an unlawful distribution as defined in the Code, or

(iv) for any transaction from which he or she received an improper personal benefit.

Where approved or authorized according to this bylaw, the corporation may advance or reimburse expenses incurred in advance of final disposition of the proceeding only if

(i) The director or officer furnishes the corporation a written affirmation of his or her good faith belief that his or her conduct does not constitute behavior of the kind described in this bylaw which would prevent indemnification; and

(ii) The director or officer furnishes the corporation a written undertaking, executed personally or on his or her behalf, to repay any advances if it is ultimately determined that he or she is not entitled to indemnification under this bylaw.

8.07 Insurance

The corporation may purchase and maintain insurance on behalf of an individual

(i) who is a director, officer, employee, or agent of the corporation, or

(ii) who, while a director, officer, employee, or agent of the corporation, serves at the corporation's request as a director, officer, partner, trustee, employee or agent of another domestic or foreign corporation, partnership, joint venture, trust, employee benefit plan, or other entity

against liability asserted against or incurred by him or her in that capacity or arising from his or her status as a director, officer, employee, or agent, whether or not the corporation would have power to indemnify or advance expenses to him or her against the same liability under these bylaws or the Code.

8.09 Witness Fees

Nothing in these bylaws shall limit the corporation's power to pay or reimburse expenses incurred by a director or officer in connection with his or her appearance as a witness in a proceeding at a time when he or she is not a party.

8.10 Report to Shareholders

To the extent and in the manner required by the Code from time to time, if the corporation indemnifies or advances expenses to a director or officer in connection with a proceeding by or in the right of the corporation, the corporation shall report the indemnification or advance to the shareholders.

8.11 Effect of Amendments

No amendment, modification, or rescission of these bylaws, or any provision of the bylaws, the effect of which would diminish the rights to indemnification or advancement of expenses as set forth herein shall be effective as to any person with respect to any action taken or omitted by such person prior to such amendment, modification or rescission.

Article IX. Stock Certificates

9.01 Authorization and Issuance

In accordance with the Code, the Board of Directors may authorize shares of any class or series provided for in the corporation's Articles of Incorporation to be issued for any consideration valid under the provisions of the Code. To the extent provided in the Articles of Incorporation, the Board of Directors shall determine the preferences, limitations, and relative rights of the shares.

9.02 Form

The interest of each shareholder in the corporation shall be evidenced by a certificate or certificates representing shares of the corporation which shall be in such form as the Board of Directors from time to time may adopt. Share certificates shall be numbered consecutively, shall be in registered form, shall indicate the date of issuance, the name of the corporation, that it is organized under the laws of the state of incorporation, the name of the shareholder, the number and class of shares, and the designation of the series, if any, represented by the certificate. Each certificate shall be signed by any one of the President, a Vice President, the Secretary, or the Treasurer. The corporate seal need not be affixed.

9.03 Registered Shareholders

Prior to due presentation for transfer of registration of its shares, the corporation may treat the registered owner of the shares as the person exclusively entitled to vote the shares, to receive any share dividend or distribution with respect to the shares, and for all other purposes. The corporation shall not be bound to recognize any equitable or other claim to or interest in the shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

9.04 Transfer of Shares

Transfers of shares shall be made upon the transfer books of the corporation, kept at the principle office of the corporation (or at the office of the transfer agent designated to transfer the shares, if any) only upon direction of the person named in the certificate, or by his or her attorney lawfully constituted in writing. Before a new certificate is issued, the old certificate shall be surrendered for cancellation or, in the case of a certificate alleged to have been lost, stolen, or destroyed, the requirements of the bylaw governing lost, stolen, or destroyed certificates shall have been met.

9.05 Record Date

For the purpose of determining shareholders entitled to notice of a shareholders' meeting, to

demand a special meeting, to vote, or to take any other action, the Board of Directors may fix a future date as the record date, which date shall be not more than seventy (70) days prior to the date on which the particular action requiring a determination of shareholders is to be taken. A determination of shareholders entitled to notice of or to vote at a shareholders' meeting is effective for any adjournment of the meeting unless the Board of Directors fixes a new record date, which it must do if the meeting is adjourned to a date more than 120 days after the date fixed for the original meeting. If no record date is fixed by the Board of Directors, the record date shall be determined in accordance with the provisions of the Code.

For the purpose of determining shareholders entitled to a distribution (other than one involving a purchase, redemption, or other reacquisition of the corporation's shares) or a share dividend, the Board of Directors may fix a date as the record date. if no record date is fixed by the Board of Directors, the record date shall be determined in accordance with the provisions of the Code.

9.06 Lost, Stolen, or Destroyed Certificates

Any person claiming a share certificate to be lost, stolen, or destroyed shall make an affidavit or affirmation of the fact in the manner required by the Board of Directors and, if the Board of Directors requires, shall give the corporation a bond of indemnity in form and amount, and with one or more sureties satisfactory to the Board of Directors, as the Board of Directors may require, whereupon an appropriate new certificate may be issued in lieu of the one alleged to have been lost, stolen or destroyed.

Article X. Miscellaneous

10.01 Fiscal Year

The fiscal year of the corporation shall be a twelve-month period, beginning January 1 and ending on December 31 each year, unless the Board of Directors, by resolution, fixes the fiscal year as an other time period.

10.02 Corporate Seal

If the Board of Directors determines that there should be a corporate seal for the corporation, it shall be in the form as the Board of Directors may from time to time determine.

10.03 Corporate Records

The Board of Directors shall have the power to determine which accounts, books, and records of the corporation shall be opened to the inspection of the shareholders, except those as may by law specifically be made open to inspection. The Board of Directors shall have the power to fix reasonable rules and regulations not in conflict with the applicable law for the inspection of accounts, books, and records which by law or by determination of the Board of Directors shall be open to inspection.

10.04 Annual Financial Statements

In accordance with the Code, the corporation shall prepare and provide to the shareholders such financial statements as may be required by the Code.

10.05 Amendments

The Board of Directors shall have the power to alter, amend, or repeal these bylaws or adopt new bylaws, but any bylaws adopted by the Board of Directors may be altered, amended, or repealed,

and new bylaws adopted, by the shareholders. The shareholders may prescribe, by expressing in the action they take in adopting or amending any bylaw or bylaws, that the bylaw or bylaws so adopted or amended shall not be altered, amended or repealed by the Board of Directors.

10.06 Conflict with Articles of Incorporation or Law; Severability

In the event that any provision of these bylaws conflicts with any provision of the Articles of Incorporation, the Articles of Incorporation shall govern. In the event that any of the provisions of these bylaws (including any provision within a single section, subsection, division or sentence) is held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions of the bylaws shall remain enforceable to the fullest extent permitted by law.

Exhibit 3.113

Control No. **K701151**

STATE OF GEORGIA

Secretary of State

Corporations Division
315 West Tower
#2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF MERGER

I, **Brian P. Kemp**, the Secretary of State and the Corporations Commissioner of the State of Georgia, do hereby issue this certificate pursuant to Title 14 of the Official Code of Georgia annotated certifying that articles or a certificate of merger and fees have been filed regarding the merger of the below entities, effective as of 04/01/2011. Attached is a true and correct copy of the said filing.

Surviving Entity:
YOUTH AND FAMILY CENTERED SERVICES, INC., a Georgia Profit Corporation

Nonsurviving Entity/Entities:
ACADIA - YFCS ACQUISITION COMPANY, INC., a Georgia Profit Corporation

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on April 1, 2011

[SEAL]

/s/ Brian P. Kemp
Brian P. Kemp
Secretary of State

Control No: K701151
Date Filed: 04/01/2011 10:03 AM Brian P. Kemp
Secretary of State

CERTIFICATE OF MERGER
OF
ACADIA – YFCS ACQUISITION COMPANY, INC.
(a Georgia corporation)
WITH AND INTO
YOUTH AND FAMILY CENTERED SERVICES, INC.
(a Georgia corporation)

In accordance with Section 14-2-1105 of the Georgia Business Corporation Code (the "Code"), Youth and Family Centered Services, Inc., a Georgia corporation, executes the following Certificate of Merger:

1. Pursuant to an Agreement and Plan of Merger, dated February 17, 2011, among Youth and Family Centered Services, Inc., Acadia – YFCS Acquisition Company, Inc., a Georgia corporation, and the other parties thereto (the "Agreement and Plan of Merger"), Acadia-YFCS Acquisition Company, Inc., a Georgia corporation, shall be merged with and into Youth and Family Centered Services, Inc. (the "Merger").
2. Youth and Family Centered Services, Inc. shall be the surviving corporation resulting from the Merger.
3. The executed Agreement and Plan of Merger is on file at Youth and Family Centered Services, Inc.'s principal place of business located at 2849 Paces Ferry Road, Suite 750, Atlanta, Georgia 30339. A copy of the Agreement and Plan of Merger will be furnished by Youth and Family Centered Services, Inc., on request and without cost, to the shareholders of Youth and Family Centered Services, Inc. and Acadia-YFCS Acquisition Company, Inc.
4. The Merger was duly approved by the shareholders of Youth and Family Centered Services, Inc. and Acadia-YFCS Acquisition Company, Inc.
5. Youth and Family Centered Services, Inc. will deliver the request for publication of a notice of filing this Certificate of Merger and payment therefor as required by Section 14-2-1105.1(b) of the Code.

[Signature on following page]

State of Georgia
Expedite Merger 2 Page(s)

IN WITNESS WHEREOF, Youth and Family Centered Services, Inc. has caused this Certificate of Merger to be executed by a duly authorized officer this 1st day of April, 2011.

YOUTH AND FAMILY CENTERED SERVICES, INC.

By: /s/ Kevin P. Sheehan
Kevin P. Sheehan its Chief Executive Officer

SIGNATURE PAGE TO CERTIFICATE OF MERGER

Secretary of State
Corporations Division
315 West Tower
#2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

DOCKET NUMBER	:	041490697
CONTROL NUMBER	:	K701151
EFFECTIVE DATE	:	05/28/2004
REFERENCE	:	0045
PRINT DATE	:	05/28/2004
FORM NUMBER	:	411

ALSTON & BIRD LLP
JAN R. EZELL
1201 WEST PEACHTREE STREET
ATLANTA GA 303093424

CERTIFICATE OF MERGER

I, Cathy Cox, the Secretary of State of the Georgia, do hereby issue this certificate pursuant to Title 14 of the Official Code of Georgia annotated certifying that articles or a certificate of merger and fees have been filed regarding the merger of the below entities, effective as of the date shown above. Attached is a true and correct copy of the said filing.

Surviving Entity:
YOUTH AND FAMILY CENTERED SERVICES, INC., A GEORGIA CORPORATION

Nonsurviving Entity/Entities:
TA MERGER CORP., A GEORGIA CORPORATION

[SEAL]

/s/ CATHY COX
CATHY COX
SECRETARY OF STATE

[Illegible]

41490697

431128

K701151

CERTIFICATE OF MERGER
OF
TA MERGER CORP.
(a Georgia corporation)
WITH AND INTO
YOUTH AND FAMILY CENTERED SERVICES, INC.
(a Georgia corporation)

Pursuant to Section 14-2-1105 of the Georgia Business Corporation Code (the "Code"), Youth and Family Centered Services, Inc., a Georgia corporation ("Seller"), executes the following Certificate of Merger:

1. Pursuant to an Agreement and Plan of Merger (the "Plan of Merger"), dated as of May 28, 2004, by and among Seller, TA Merger Corp. ("Merger Corp."), the shareholders, option holders and warrant holders of Seller and TA IX L.P., TA/Atlantic and Pacific IV L.P., TA Strategic Partners Fund A L.P., TA Strategic Partners Fund B L.P. and TA Investors II, L.P., Merger Corp. will be merged with and into Seller (the "Merger").

2. Seller shall be the surviving corporation resulting from the Merger.

3. The executed Plan of Merger is on file at Seller's principal place of business located at Youth and Family Centered Services, Inc., 1705 Capital of Texas Highway South, Fifth Floor, Austin TX 78746. A copy of the Plan of Merger will be furnished by Seller, on request and without cost, to the shareholders of Merger Corp. and Seller.

4. The Plan of Merger was duly approved by the shareholders of Merger Corp. and Seller.

5. The Articles of Incorporation of Merger Corp. in effect immediately prior to the Merger shall be the Articles of Incorporation of Seller following the Merger, except that the name of Merger Corp. set forth therein shall be changed to the name of Seller, attached hereto as Exhibit A.

6. Seller undertakes to deliver the request for publication of a notice of filing this Certificate of Merger and payment therefor as required by Section 14-2-1105.1(b) of the Code.

7. Capitalized terms used and not otherwise defined herein shall have the meaning assigned to such terms in the Plan of Merger.

[Signature on following page]

IN WITNESS WHEREOF, Youth and Family Centered Services, Inc. has caused this Certificate of Merger to be executed by its duly authorized officer this 28th day of May, 2004.

YOUTH AND FAMILY CENTERED SERVICES, INC.

By: /s/ J. Mack Nunn
Name: J. Mack Nunn
Title: Vice President, CFO

ATL01/11658259v1

EXHIBIT A

AMENDED AND RESTATED ARTICLES OF INCORPORATION

OF

TA MERGER CORP.

ARTICLE I

The name of the Corporation is TA Merger Corp.

ARTICLE II

The address of the Corporation's registered office in the State of Georgia is c/o CT Corporation System, 1201 Peachtree Street, NE, Atlanta, Georgia 30361. The name of its registered agent at such address is C T Corporation System. The name of the Corporation's incorporator is William E. Walt. The address of the incorporator is c/o Goodwin Procter LLP, Exchange Place, 53 State Street, Boston, Massachusetts 02109.

ARTICLE III

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the Georgia Business Corporation Code.

ARTICLE IV

The total number of shares of capital stock that the Corporation shall have authority to issue is 3 75,000,000 of which (i) 270,000,000 shares shall be a class of preferred stock, par value $.0001 per share (the "Preferred Stock"), and (ii) 105,000,000 shares shall be a class of common stock, par value $.0001 per share (the "Common Stock").

The voting powers, designations, preferences and relative, participating, optional or other special rights, and the qualifications, limitations or restrictions of each class of capital stock of the Corporation, shall be as provided in this Article IV.

A. SERIES A CONVERTIBLE PREFERRED STOCK

1. Designation. A total of 90,000,000 shares of the Corporation's Preferred Stock shall be designated as a series known as Series A Convertible Preferred Stock (the "Series A Preferred Stock").

2. Voting. Each outstanding share of Series A Preferred Stock shall be entitled to a number of votes equal to the number of shares of Common Stock which a holder of a share of Series A Preferred Stock would receive if such holder were to convert such share into shares of Series B Preferred Stock (as hereafter defined) pursuant to Section A.6 hereof, and then immediately convert such share(s) of Series B Preferred Stock into Common Stock pursuant to Section B.6 hereof, in each case as of the record

date for the vote or written consent of shareholders, as applicable. Each holder of outstanding shares of Series A Preferred Stock shall be entitled to notice of any shareholders meeting in accordance with the by-laws of the Corporation and shall vote with holders of the Common Stock and Series B Preferred Stock, voting together as single class, upon all matters submitted to a vote of shareholders, except those matters required to be submitted to a class or series vote pursuant to the terms hereof (including Section A. 8) or by law.

3. Dividends. The holders of shares of Series A Preferred Stock shall be entitled to receive, when, as and if declared by the Board of Directors out of funds legally available therefor, cumulative dividends at the per share rate of 2.5% of the Series A Original Issue Price (as defined below) per annum (as adjusted for subsequent stock dividends, stock splits, combinations, recapitalizations or the like with respect to such share) from the date of original issuance of such share (the "Closing Date"), which dividends shall accrue daily in arrears and be compounded quarterly, whether or not such dividends are declared by the Board of Directors or paid. Such dividends shall be paid upon liquidation or redemption of the Series A Preferred Stock as set forth in Sections A.4 and A.5 below, or if the Series A Preferred Stock is converted pursuant to Section A.6 below, upon liquidation or redemption of the Redeemable Preferred Stock as set forth in C.4 and C.5 below. After the foregoing dividends on the Series A Preferred Stock are paid, then the Corporation may (when, as and if declared by the Board of Directors) declare and distribute dividends among the holders of Series A Preferred Stock, Series B Preferred Stock and the holders of Common Stock pro rata based on the number of shares of Common Stock held by each, determined on an as-if-converted basis (assuming conversion of all outstanding shares of Series A Preferred Stock and, immediately thereafter, conversion of all outstanding shares of Series B Preferred Stock, in each case, pursuant to the terms of this Article IV) as of the record date with respect to the declaration of such dividends. Notwithstanding the foregoing, the Board of Directors shall not declare, and the dividends shall not be paid unless and until (i) the obligations of the Corporation under that certain Second Amended and Restated Credit Agreement dated as of May 28, 2004, as such agreement may be amended, restated, refinanced, replaced or otherwise modified as provided for in and limited by the Debt Subordination Agreement (as defined below), by and among the Corporation, General Electric Capital Corporation, as a lender and in its capacity as agent for the lenders ("GE Capital"), and the other parties signatory thereto (the "Senior Debt") have been paid in full, including any permitted refinancings thereof as provided for in and limited by the Debt Subordination Agreement, and (ii) the obligations of the Corporation under that certain Note Purchase Agreement dated as of May 28, 2004, as such agreement may be amended, restated, refinanced, replaced or otherwise modified as provided for in and limited by the Debt Subordination Agreement, by and among the Corporation, TA Subordinated Debt Fund, L.P., TA Investors II, L.P. and CGW Southeast Partners III, L.P. (the "Subordinated Debt") have been paid in full, including any permitted refinancings thereof as provided for in and limited by the Debt Subordination Agreement; unless such dividends and payments are otherwise permitted under the terms of that certain Subordination Agreement dated May 28, 2004 by and among the Corporation, GE Capital and the holders of Series A Preferred Stock signatories thereto (as such agreement may be amended, restated, refinanced, replaced or otherwise modified

as provided for in and limited by the Debt Subordination Agreement, the "Equity Subordination Agreement"). For purposes hereof, the term "Debt Subordination Agreement" means that certain Subordination Agreement dated May 28, 2004 by and among the Corporation, the Corporation's subsidiaries signatories thereto, GE Capital, TA Subordinated Debt Fund, L.P., TA Investors II, L.P. and CGW Southeast Partners HI, L.P. (as such agreement may be amended, restated, refinanced, replaced or otherwise modified in accordance with its terms).

4. Liquidation; Merger, etc.

(a) Series A Liquidation Preference. Upon any liquidation, dissolution or winding up of the Corporation and its subsidiaries, whether voluntary or involuntary (a "Liquidation Event"), each holder of outstanding shares of Series A Preferred Stock shall be entitled to be paid in cash, before any amount is paid or distributed to the holders of the Common Stock or any other capital stock ranking on liquidation junior to the Series A Preferred Stock (the Common Stock and such other capital stock being referred to collectively as "Junior Stock"), an amount per share of Series A Preferred Stock equal to (A) $1.00 (the "Series A Original Issue Price") (such amount to be adjusted appropriately for stock splits, stock dividends, recapitalizations and the like) plus (B) any accrued or declared but unpaid dividends on such shares of Series A Preferred Stock (the Series A Original Issue Price plus such accrued or declared dividends are referred to herein as the "Series A Preference Amount"). If the amounts available for distribution by the Corporation to holders of Series A Preferred Stock upon a Liquidation Event are not sufficient to pay the aggregate Series A Preference Amount due to such holders, such holders shall share ratably in any distribution in connection with such Liquidation Event in proportion to the full respective preferential amounts to which they are entitled. The Series A Preferred Stock, Series B Preferred Stock and Redeemable Preferred Stock (as hereafter defined) shall be pari passu (based on liquidation preferences) with respect to any Liquidation Event (or deemed Liquidation Event).

Notwithstanding the preceding paragraph, if upon such Liquidation Event the holders of outstanding shares of Series A Preferred Stock would receive more than the aggregate amount to be received under the preceding paragraph above in the event that immediately prior to the Liquidation Event all of their shares of Series A Preferred Stock were converted into shares of Series B Preferred Stock and Redeemable Preferred Stock pursuant to the provisions of Section A.6(a) hereof, and immediately thereafter all such shares of Series B Preferred Stock were converted into Common Stock pursuant to the provisions of Section B.6(a) hereof, and such shares of Common Stock and Series A Redeemable Preferred Stock received liquidating distributions from the Corporation, then in connection with such Liquidation Event each holder of outstanding shares of Series A Preferred Stock in connection with such Liquidation Event shall be entitled to be paid in cash, in lieu of the payments described in the preceding paragraph, an amount per share of Series A Preferred Stock equal to (i) such amount as would have been payable in respect of each share of Redeemable Preferred Stock (including any fractions thereof) issuable upon conversion of such share of Series A Preferred Stock had such share of Series A Preferred Stock been converted to Redeemable Preferred Stock immediately prior to such Liquidation Event pursuant to the provisions of Section A.6(a) hereof, plus

(ii) such amount as would have been payable in respect of each share of Common Stock issuable upon conversion of the Series B Preferred Stock issuable upon conversion of the Series A Preferred Stock had such share of Series A Preferred Stock and share(s) of Series B Preferred Stock been converted, sequentially, into Common Stock immediately prior to such Liquidation Event pursuant to the provisions of Sections A.6(a) and B.6(a) hereof, as applicable.

The provisions of this Section A.4 shall not in any way limit the right of the holders of Series A Preferred Stock to elect to convert their shares of Series A Preferred Stock into shares of Series B Preferred Stock and Redeemable Preferred Stock pursuant to Section A.6 prior to or in connection with any Liquidation Event.

(b) Remaining Assets. After the payment of all preferential amounts required to be paid to the holders of the Series A Preferred Stock and any other class or series of stock of the Corporation ranking on liquidation on a parity with the Series A Preferred Stock, the remaining assets and funds of the Corporation available for distribution to its shareholders shall be distributed among the holders of shares of Junior Stock then outstanding.

5. Redemption.

(a) Extraordinary Transactions. Upon the election of the holder(s) of not less than 66 2/3% of the voting power of the outstanding shares of Series A Preferred Stock (a "Series A Two Thirds Interest") to have the Series A Preferred Stock redeemed in connection with an Extraordinary Transaction (as defined below) or otherwise to participate in connection with an Extraordinary Transaction, then, as a part of and as a condition to the effectiveness of such Extraordinary Transaction, unless a particular holder of Series A Preferred Stock elects to convert its shares of Series A Preferred Stock into Series B Preferred Stock and Redeemable Preferred Stock in accordance with the voluntary conversion provisions of Section A.6 prior to the effective date of such Extraordinary Transaction, the Corporation shall either (1) if redemption is elected, on the effective date of such Extraordinary Transaction, redeem all (but not less than all) of the then outstanding shares of Series A Preferred Stock for an amount equal to the aggregate Series A Preference Amount, such amount to be payable in cash (subject to the provisions of the immediately following paragraph) or, at the election of such holder or holders, in the same form of consideration as is paid to the holders of Common Stock in such Extraordinary Transaction (valued pursuant to Section A.5(b)), and no payment shall be made to the holders of the Common Stock or any other junior Stock unless such amount is paid in full or (2) if such holder or holders elect to participate in such Extraordinary Transaction (such as a merger) on terms acceptable to them, take such actions as shall be sufficient to facilitate such participation by all (but not less than all) of the then outstanding shares of Series A Preferred Stock (including in the case of a merger executing a merger agreement with an exchange ratio reflecting the provisions hereof) on terms giving effect to such holders' right to receive the aggregate Series A Preference Amount as a preferential amount, in which event such amount shall be paid in cash or, at the election of such Two-Thirds Interest, in the same form of consideration as is paid to the holders of Common Stock in such Extraordinary Transaction, on a *pari passu* basis

with all other classes of capital stock of the Corporation ranking on a parity with the Series A Preferred Stock which are participating in such Extraordinary Transaction, based on the respective preferential amounts to which each such class is entitled, but in preference to and before any amount is paid or otherwise distributed to the holders of the Common Stock or any other Junior Stock, in which event such preferential amount shall be deemed to have been distributed to the holders of the Series A Preferred Stock as if in a Liquidation Event.

Notwithstanding the foregoing, if, upon any Extraordinary Transaction in which the holder or holders of not less than a Series A Two Thirds Interest elect to be redeemed or to participate, the holders of the outstanding shares of Series A Preferred Stock would receive more than the aggregate Series A Preference Amount in the event that immediately prior to such Extraordinary Transaction all of their shares of Series A Preferred Stock were converted into shares of Series B Preferred Stock and Redeemable Preferred Stock pursuant to the provisions of Section A.6(a) hereof, and immediately thereafter all such shares of Series B Preferred Stock were converted into Common Stock pursuant to the provisions of Section B.6(a) hereof, and such shares of Common Stock and Series A Redeemable Preferred Stock were purchased and otherwise participated in such Extraordinary Transaction, then in connection with such Extraordinary Transaction each holder of outstanding shares of Series A Preferred Stock shall receive from the Corporation or the relevant purchaser, as applicable, upon the election of the holder or holders of not less than a Series A Two Thirds Interest of the outstanding shares of Series A Preferred Stock to redeem or otherwise participate in such Extraordinary Transaction, an amount equal to the per share Redeemable Preference Amount under Section C.4 plus any dividends pursuant to Section A.3 or A.5(g) which are accumulated or declared but unpaid and any interest due under Section A.5(f) in respect of such share as of the date of such Extraordinary Transaction before any amount is paid or distributed to the holders of Common Stock or of any other stock ranking with regard to dividend rights, rights upon a Liquidation Event or an Extraordinary Transaction, or redemption rights junior to the Series A Preferred Stock, payable in cash, and thereafter (1) shall share with the holders of the Common Stock and any other stock ranking with regard to dividend rights, rights upon a Liquidation Event or an Extraordinary Transaction, or redemption rights junior to the Series A Preferred Stock in the proceeds of such Extraordinary Transaction or (2) if such holder or holders so elect, shall receive an amount equal to the amount per share that would be paid if the shares of Common Stock receivable upon conversion of the Series A Preferred Stock into Series B Preferred Stock and the conversion of such Series B Preferred Stock immediately thereafter were being acquired in the Extraordinary Transaction at the same price per share as is paid for Common Stock, which excess amount shall be paid in the same form of consideration as is paid to holders of Common Stock, as if each share of Series A Preferred Stock had been converted into the number of shares of Redeemable Preferred Stock and Common Stock issuable upon the conversion of such share of Series A Preferred Stock into shares of Series B Preferred Stock in accordance with Section A.6 hereof and immediately thereafter all such shares of Series B Preferred Stock were converted into Common Stock pursuant to the provisions of Section B.6(a) immediately prior to such Extraordinary Transaction.

The Corporation shall not participate in any Extraordinary Transaction or make or agree to have made any payments to the holders of shares of Common Stock or any other stock ranking junior to the Series A Preferred Stock or any other class or series of capital stock of the Corporation ranking in an Extraordinary Transaction on a parity with the Series A Preferred Stock unless the holders of Series A Preferred shall have received the full preferential amount to which they are entitled hereunder in an Extraordinary Transaction.

The foregoing election shall be made by such holders giving the Corporation and each other holder of Series A Preferred Stock not less than five (5) days' prior written notice, which notice shall set forth the date for such redemption or participation in an Extraordinary Transaction, as applicable. The provisions of this Section A.5 shall not in any way limit the right of the holders of Series A Preferred Stock to elect to convert their shares into shares of Series B Preferred Stock and Redeemable Preferred Stock pursuant to Section A.6 prior to or in connection with any Extraordinary Transaction.

Notwithstanding the foregoing, the Series A Preferred Stock may not be redeemed or otherwise participate in connection with an Extraordinary Transaction, unless and until the Senior Debt and the Subordinated Debt have been paid in full, including any permitted refinancings thereof as provided for in and limited by the terms of the Debt Subordination Agreement.

For purposes of this Certificate, each transaction described in the following clauses (A) through (E) constitutes an "Extraordinary Transaction": (A) a merger or consolidation of the Corporation with or into another corporation (with respect to which less than a majority of the outstanding voting power of the surviving or consolidated corporation immediately following such event is held by persons or entities who were shareholders of the Corporation immediately prior to such event); (B) the sale, license or transfer of all or substantially all of the properties and assets of the Corporation or its subsidiaries; (C) any acquisition by any person (or group of affiliated or associated persons) of beneficial ownership of a majority of the equity of the Corporation or any material subsidiary (whether or not newly-issued shares) in a single transaction or a series of related transactions; (D) the redemption or repurchase of shares representing a majority of the voting power of the outstanding shares of capital stock of the Corporation; or (E) any other change of control of 50% or more of the outstanding voting power of the Corporation.

(b) Valuation of Distribution Securities. Any securities or other consideration to be delivered to the holders of the Series A Preferred Stock if so elected in connection with a redemption or upon any Extraordinary Transaction in accordance with the terms hereof shall be valued as follows:

(i) If traded on a nationally recognized securities exchange or inter-dealer quotation system, the value shall be deemed to be the average of the closing prices of the securities on such exchange or system over the 30-day period ending three (3) business days prior to the closing;

(ii) If traded over-the-counter, the value shall be deemed to be the average of the closing bid prices over the 30-day period ending three (3) business days prior to the closing; and

(iii) If there is no active public market, the value shall be the fair market value thereof, as mutually determined by the Corporation and the holders of not less than a Series A Two Thirds Interest, provided that if the Corporation and the holders of a Series A Two Thirds Interest are unable to reach agreement, then by independent appraisal by a mutually agreed to investment banker, the fees of which shall be paid by the Corporation.

(c) Notice by Corporation. Not less than fifteen (15) days prior to the occurrence of any Extraordinary Transaction, the Corporation shall furnish each holder of Series A Preferred Stock notice in accordance with Section A.9 hereof, together with a certificate prepared by the chief financial officer of the Corporation describing in detail all material terms of such Extraordinary Transaction, including without limitation the consideration to be delivered in connection with such Extraordinary Transaction, the valuation of the Corporation at the time of such Extraordinary Transaction and the identities of the parties to the Extraordinary Transaction.

(d) Redemption Price and Date. Upon the election of the holders of not less than a Series A Two Thirds Interest to cause the Corporation to redeem the Series A Preferred Stock or otherwise to participate in an Extraordinary Transaction pursuant to Section A.5(a), all holders of Series A Preferred Stock shall be deemed to have elected to cause the Series A Preferred Stock to be so redeemed or to so participate. The date upon which a redemption or participation in a transaction shall actually occur in accordance with Section A.5(a) shall be referred to as a "Series A Redemption Date." The redemption price for each share of Series A Preferred Stock redeemed or acquired pursuant to this Section A.5 shall be the per share Series A Preference Amount or such greater per share amount as may be payable pursuant to the second paragraph to Section A.5(a), if applicable (in either case, the "Series A Redemption Price"); provided, however, that if at the Series A Redemption Date shares of Series A Preferred Stock are unable to be redeemed (as contemplated by Section A.5(e)), then holders of Series A Preferred Stock shall also be entitled to interest and dividends pursuant to Sections A.5(f) and (h). The aggregate Series A Redemption Price shall be payable in immediately available funds by certified check or wire transfer to the respective holders of the Series A Preferred Stock on the Series A Redemption Date (subject to Section A.5(e)) except to the extent contemplated by Section A.5(a). Upon any redemption or purchase of the Series A Preferred Stock as provided herein, holders of fractional shares shall receive proportionate amounts in respect thereof. Until the aggregate Series A Redemption Price has been paid for all shares of Series A Preferred Stock being redeemed or purchased: (A) no dividend whatsoever shall be paid or declared, and no distribution shall be made, on any capital stock of the Corporation; and (B) except as permitted by Section A.8(a), no shares of capital stock of the Corporation (other than the Series A Preferred Stock in accordance with this Section A.5 and Series B Preferred Stock in accordance with Section B.5) shall be purchased, redeemed or acquired by the Corporation and no monies

shall be paid into or set aside or made available for a sinking fund for the purchase, redemption or acquisition thereof.

(e) Insufficient Funds. If the funds of the Corporation legally available to redeem shares of Series A Preferred Stock on the Series A Redemption Date are insufficient to redeem the total number of such shares required to be redeemed on such date, the Corporation shall (i) take any action necessary or appropriate, to the extent reasonably within its control and permissible under applicable law, to remove promptly any impediments to its ability to redeem the total number of shares of Series A Preferred Stock required to be so redeemed and (ii) in any event, use any funds legally available to redeem the maximum possible number of such shares from the holders of such shares to be redeemed in proportion to the respective number of such shares that otherwise would have been redeemed if all such shares had been redeemed in full. At any time thereafter when additional funds of the Corporation are legally available to redeem such shares of Series A Preferred Stock, the Corporation shall immediately use such funds to redeem the balance of the shares that the Corporation becomes obligated to redeem on the Series A Redemption Date (but that it has not yet redeemed) at the Series A Redemption Price.

(f) Interest. If any shares of Series A Preferred Stock are not redeemed on the Series A Redemption Date for any reason, all such unredeemed shares shall remain outstanding and entitled to all the rights and preferences provided herein, and the Corporation shall pay interest on the Series A Redemption Price and any dividend accruing after the Series A Redemption applicable to such unredeemed shares at an aggregate per annum rate equal to ten percent (10%), with such interest to accrue daily in arrears and to be compounded quarterly; provided that in no event shall such interest exceed the maximum permitted rate of interest under applicable law, provided that the Corporation shall make all filings necessary to raise such rate to the maximum permitted rate of interest under applicable law (the “Maximum Permitted Rate”). In the event that fulfillment of any provision hereof results in such rate of interest being in excess of the Maximum Permitted Rate, the amount of interest required to be paid hereunder shall automatically be reduced to eliminate such excess; provided, that any subsequent increase in the Maximum Permitted Rate shall be retroactively effective to the applicable Series A Redemption Date to the extent permitted by law.

(g) Dividend After Redemption Date. In the event that shares of Series A Preferred Stock required to be redeemed are not redeemed and continue to be outstanding, such shares shall continue to be entitled to dividends thereon as provided in Section A.3 until the date on which the Corporation actually redeems such shares.

(h) Surrender of Certificates. Each holder of shares of Series A Preferred Stock to be redeemed shall surrender the certificate or certificates representing such shares to the Corporation, duly assigned or endorsed for transfer to the Corporation (or accompanied by duly executed stock powers relating thereto), or, in the event the certificate or certificates are lost, stolen or missing, shall deliver an affidavit of loss, at the principal executive office of the Corporation or such other place as the Corporation may from time to time designate by notice to the holders of Series A Preferred Stock, and each surrendered certificate shall be canceled and retired and the Corporation shall

thereafter make payment of the applicable Series A Redemption Price in immediately available funds by certified check or wire transfer; provided that if the Corporation has insufficient funds legally available to redeem all shares of Series A Preferred Stock required to be redeemed, each such holder shall, in addition to receiving the payment of the portion of the aggregate Series A Redemption Price that the Corporation is not legally prohibited from paying to such holder by certified check or wire transfer, receive a new stock certificate for those shares of Series A Preferred Stock not so redeemed.

6. Conversion. The holders of Series A Preferred Stock shall have the following conversion rights:

(a) Voluntary Conversion. Upon the written election of a Series A Two Thirds Interest and without payment of any additional consideration, all (but not less than all) the outstanding shares of Series A Preferred Stock shall be converted into (i) such number of fully paid and nonassessable shares of Series B Preferred Stock as is determined by dividing (A) the Series A Original Issue Price for each such share by (B) the Series A Conversion Price at the time in effect for such Series A Preferred Stock (the "Series A Conversion Rate"), and (ii) one fully paid and nonassessable share of Redeemable Preferred Stock for each such share of Series A Preferred Stock (the "Redeemable Conversion Rate"). Upon such election, all holders of the Series A Preferred Stock shall be deemed to have elected to voluntarily convert all outstanding shares of Series A Preferred Stock into shares of Series B Preferred Stock and Redeemable Preferred Stock pursuant to this Section A.6(a) and such election shall bind all holders of Series A Preferred Stock. The initial "Series A Conversion Price" per share for shares of Series A Preferred Stock shall be the Series A Original Issue Price, subject to adjustment as set forth in Section A.7. Such conversion may occur at any time after the date of issuance of such shares of Series A Preferred Stock.

(b) Automatic Conversion. Each share of Series A Preferred Stock shall automatically be converted, without the payment of any additional consideration, into fully paid and nonassessable shares of Series B Preferred Stock (at the Series A Conversion Rate) and Redeemable Preferred Stock (at the Redeemable Conversion Rate) as of, and in all cases subject to, the closing of the Corporation's first underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended (the "Securities Act"), provided that (i) such registration statement covers the offer and sale of Common Stock of which the aggregate gross proceeds attributable to sales for the account of the Corporation exceed $40,000,000, at a price per share equal to at least $2.50 (appropriately adjusted for any stock split, combination, reorganization, recapitalization, stock dividend, or similar event), (ii) such Common Stock is listed for trading on either the New York Stock Exchange or the NASDAQ National Market, and (iii) either (A) all shares of Redeemable Preferred Stock that are outstanding or issuable upon the automatic conversion of shares of Series A Preferred Stock pursuant to this Section A.6(b) are redeemed for cash immediately upon and as of the closing of such offering or (B) contemporaneously with such offering cash in an amount sufficient to redeem all shares of Redeemable Preferred Stock that are outstanding or issuable upon the automatic conversion of shares of Series A Preferred Stock pursuant to this Section A.6(b) is segregated and irrevocably held by the Corporation for payment to

holders of Redeemable Preferred Stock (a "QPO"). If a closing of a QPO occurs, all outstanding shares of Series A Preferred Stock shall be deemed to have been converted into shares of Series B Preferred Stock and Redeemable Preferred Stock immediately prior to such closing.

(c) Procedure for Conversion.

(i) Voluntary Conversion. Upon election to convert pursuant to Section A.6(a), the relevant holder or holders of Series A Preferred Stock shall surrender the certificate or certificates representing the Series A Preferred Stock being converted to the Corporation, duly assigned or endorsed for transfer to the Corporation (or accompanied by duly executed stock powers relating thereto) or if lost shall deliver an affidavit of loss to the Corporation, at its principal executive office or such other place as the Corporation may from time to time designate by notice to the holders of the Series A Preferred Stock. Upon surrender of such certificate(s) or delivery of an affidavit of loss, the Corporation shall issue and send by hand delivery, by courier or by first class mail (postage prepaid) to the holder thereof or to such holder's designee, at the address designated by such holder, certificates for the number of shares of Series B Preferred Stock and Redeemable Preferred Stock to which such holder shall be entitled upon conversion. The issuance of certificates for Series B Preferred Stock and Redeemable Preferred Stock upon conversion of Series A Preferred Stock shall be deemed effective as of 9:00 a.m. EST on the earlier of the date of written notice delivered pursuant to Section A.6(a) or the date of surrender of such Series A Preferred Stock certificates or delivery of such affidavit of loss and shall be made without charge to the holders of such shares for any issuance tax in respect thereof or other costs incurred by the Corporation in connection with such conversion and the related issuance of such stock.

(ii) Automatic Conversion. As of the closing of a QPO (the "Automatic Conversion Date"), all outstanding shares of Series A Preferred Stock shall be converted into shares of Series B Preferred Stock and Redeemable Preferred Stock without any further action by the holders of such shares and whether or not the certificates representing such shares of Series A Preferred Stock are surrendered to the *Corporation. On the Automatic Conversion Date, all rights with respect to the Series A* Preferred Stock so converted shall terminate, except any of the rights of the holders thereof upon surrender of their certificate or certificates therefor or delivery of an affidavit of loss thereof to receive certificates for the number of shares of Series B Preferred Stock and Redeemable Preferred Stock into which such shares of Series A Preferred Stock have been converted. If so required by the Corporation, certificates surrendered for conversion shall be endorsed or accompanied by a written instrument or instruments of transfer, in form satisfactory to the Corporation, duly executed by the registered holder or by an attorney-in-fact duly authorized in writing. Upon surrender of such certificates or affidavit of loss, the Corporation shall issue and deliver to such holder, promptly (and in any event in such time as is sufficient to enable such holder to participate in such QPO) at such office and in its name as shown on such surrendered certificate or certificates, a certificate or certificates for the number of shares of Series B Preferred Stock and Redeemable Preferred Stock into which the shares of the Series A Preferred Stock surrendered are convertible on the Automatic Conversion Date.

(d) Reservation of Stock Issuable Upon Conversion. The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Series B Preferred Stock and Redeemable Preferred Stock, solely for the purpose of effecting the conversion of the shares of Series A Preferred Stock, such number of its shares of Series B Preferred Stock and Redeemable Preferred Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of Series A Preferred Stock. If at any time the number of authorized but unissued shares of Series B Preferred Stock or Redeemable Preferred Stock is not sufficient to effect the conversion of all outstanding shares of Series A Preferred Stock, the Corporation shall take such corporate action as may be necessary to increase the number of its authorized but unissued shares of Series B Preferred Stock or Redeemable Preferred Stock, as the case may be, to such number of shares as are sufficient for such purpose, and to reserve the appropriate number of shares of Series B Preferred Stock or Redeemable Preferred Stock, as the case may be, for issuance upon such conversion.

(e) No Closing of Transfer Books. The Corporation shall not close its books against the transfer of shares of Series A Preferred Stock in any manner that would interfere with the timely conversion of any shares of Series A Preferred Stock.

7. Adjustments.

(a) Adjustments to the Series A Conversion Price. Except as provided in Section A.7(b) and except in the case of an event described in Section A. 7(c), if and whenever after the date these Amended and Restated Articles of Incorporation are first filed with the Secretary of State of Georgia (the "Filing Date") the Corporation issues or sells, or is, in accordance with this Section A.7(a), deemed to have issued or sold, any shares of Common Stock for a consideration per share less than the Series A Conversion Price in effect immediately prior to such issuance or sale, then, upon such issuance or sale (or deemed issuance or sale), the Series A Conversion Price shall be reduced to the price determined by dividing (x) the sum of (A) the Common Stock Deemed Outstanding (as defined below) immediately prior to such issuance or sale (or deemed issuance or sale) multiplied by the Series A Conversion Price then in effect and (B) the consideration, if any, received by the Corporation upon such issuance or sale (or deemed issuance or sale) by (y) the Common Stock Deemed Outstanding immediately after such issuance or sale (or deemed issuance or sale).

For purposes of this Section A.7(a), the following shall also be applicable:

(i) Issuance of Rights or Options. If the Corporation, at any time after the Filing Date, in any manner grants (whether directly or by assumption in a merger or otherwise) any warrants or other rights to subscribe for or to purchase, or any options for the purchase of, Common Stock or any stock or security convertible into or exchangeable for Common Stock (such warrants, rights or options being called "Options" and such convertible or exchangeable stock or securities being called "Convertible Securities"), in each case for consideration per share (determined as provided in this paragraph and in Section A.7(a)(vi)) less than the Series A Conversion Price then in effect, whether or not such Options or the right to convert or exchange any

such Convertible Securities are immediately exercisable, then the total maximum number of shares of Common Stock issuable upon the exercise of such Options, or upon conversion or exchange of the total maximum amount of such Convertible Securities issuable upon exercise of such Options, shall be deemed to have been issued as of the date of granting of such Options, at a price per share equal to the amount determined by dividing (A) the total amount, if any, received or receivable by the Corporation as consideration for the granting of such Options, plus the minimum aggregate amount of additional consideration payable to the Corporation upon the exercise of all such Options, plus, in the case of such Options which relate to Convertible Securities, the minimum aggregate amount of additional consideration, if any, payable upon the issuance or sale of such Convertible Securities and upon the conversion or exchange thereof, by (B) the total maximum number of shares of Common Stock deemed to have been so issued. Except as otherwise provided in Section A.7(a)(iii), no adjustment of the Series A Conversion Price shall be made upon the actual issuance of such Common Stock or of such Convertible Securities upon exercise of such Options or upon the actual issuance of such Common Stock upon conversion or exchange of such Convertible Securities.

(ii) Issuance of Convertible Securities. If the Corporation, at any time after the Filing Date, in any manner issues or sells any Convertible Securities for consideration per share (determined as provided in this paragraph and in Section A.7(a)(vi)) less than the Series A Conversion Price then in effect, whether or not the rights to exchange or convert any such Convertible Securities are immediately exercisable, then the total maximum number of shares of Common Stock issuable upon conversion or exchange of all such Convertible Securities shall be deemed to have been issued as of the date of the issuance or sale of such Convertible Securities, at a price per share equal to the amount determined by dividing (A) the total amount, if any, received or receivable by the Corporation as consideration for the issuance or sale of such Convertible Securities, plus the minimum aggregate amount of additional consideration, if any, payable to the Corporation upon the conversion or exchange thereof, by (B) the total maximum number of shares of Common Stock deemed to have been so issued; provided, that (1) except as otherwise provided in Section A.7(a)(iii), no adjustment of the Series A Conversion Price shall be made upon the actual issuance of such Common Stock upon conversion or exchange of such Convertible Securities and (2) if any such issuance or sale of such Convertible Securities is made upon exercise of any Options to purchase any such Convertible Securities, no further adjustment of the Series A Conversion Price shall be made by reason of such issuance or sale.

(iii) Change in Option Price or Conversion Rate: Termination of Options or Convertible Securities. If a change occurs in (A) the maximum number of shares of Common Stock issuable in connection with any Option referred to in Section A.7(a)(i) or any Convertible Securities referred to in Section A.7(a)(i) or (ii), (B) the purchase price provided for in any Option referred to in Section A.7(a)(i), (C) the additional consideration, if any, payable upon the conversion or exchange of any Convertible Securities referred to in Section A.7(a)(i) or (ii) or (D) the rate at which Convertible Securities referred to in Section A.7(a)(i) or (ii) are convertible into or exchangeable for Common Stock (in each case, other than in connection with an event

described in Section A.7(b)), then the Series A Conversion Price in effect at the time of such event shall be adjusted to the Series A Conversion Price that would have been in effect at such time had such Options or Convertible Securities that remain outstanding provided for such changed maximum number of shares, purchase price, additional consideration or conversion rate, as the case may be, at the time initially granted, issued or sold, but only if as a result of such adjustment the Series A Conversion Price then in effect is thereby reduced. Upon the termination of any such Option or any such right to convert or exchange such Convertible Securities, the Series A Conversion Price then in effect hereunder shall be increased to the Series A Conversion Price that would have been in effect at the time of such termination had such Option or Convertible Securities, to the extent outstanding immediately prior to such termination (i.e., to the extent that fewer than the number of shares of Common Stock deemed to have been issued in connection with such Option or Convertible Securities were actually issued), never been issued or been issued at such higher price, as the case may be.

(iv) Stock Dividends. If the Corporation declares a dividend or makes any other distribution upon any stock of the Corporation payable in Common Stock, Options or Convertible Securities, any Common Stock, Options or Convertible Securities, as the ease may be, issuable in payment of such dividend or distribution shall be deemed to have been issued or sold without consideration, and the Series A Conversion Price shall be adjusted pursuant to this Section A.7(a); provided, that no adjustment shall be made to the Series A Conversion Price as a result of such dividend or distribution if the holders of the shares of Series A Preferred Stock are entitled to, and do, receive such dividend or distribution in accordance with Section A.3; and, provided, further, that if any adjustment is made to the Series A Conversion Price as a result of the declaration of a dividend and such dividend is not effected, the Series A Conversion Price shall be appropriately readjusted.

(v) Other Dividends and Distributions. If the Corporation at any time or from time to time after the Filing Date makes or issues, or fixes a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable in securities or other property of the Corporation other than shares of Common Stock, then and in each such event provision shall be made so that the holders of the outstanding shares of Series A Preferred Stock shall receive upon conversion of the Series B Preferred Stock received upon the conversion of such Series A Preferred Stock, in addition to the number of shares of Common Stock receivable upon conversion of such Series B Preferred Stock, the amount of such other securities of the Corporation or the value of such other property that they would have received had the Series A Preferred Stock been converted into Series B Preferred Stock and Redeemable Preferred Stock and immediately thereafter converted such Series B Preferred Stock into Common Stock on the date of such event and had such holders thereafter, during the period from the date of such event to and including the conversion date, retained such securities or other property receivable by them during such period giving application to all adjustments called for during such period under Section A.7 with respect to the rights of the holders of the outstanding shares of Series A Preferred Stock; provided that no such adjustment shall be made if the holders of Series A Preferred Stock simultaneously receive a dividend or other distribution of such securities

or other property in an amount equal to the amount of such securities or other property as they would have received if all outstanding shares of Series A Preferred Stock had been converted into Series B Preferred Stock and Redeemable Preferred Stock and immediately thereafter such Series B Preferred Stock was converted into Common Stock on the date of such event.

(vi) Consideration for Stock. In case any shares of Common Stock arc issued or sold, or deemed issued or sold, for cash, the consideration received therefor shall be deemed to be the amount received or to be received by the Corporation therefor (determined with respect to deemed issuances and sales in connection with Options and Convertible Securities in accordance with clause (A) of Section A.7(a)(i) or Section A.7(a)(ii), as appropriate) determined in the manner set forth below in this Section A.7(a)(vi). In case any shares of Common Stock are issued or sold, or deemed issued or sold, for a consideration other than cash, the amount of the consideration other than cash received by the Corporation shall be deemed to be the fair value of such consideration received or to be received by the Corporation (determined with respect to deemed issuances and sales in connection with Options and Convertible Securities in accordance with clause (A) of Section A.7(a)(i) or Section A.7(a)(ii), as appropriate) as determined in good faith by the Board of Directors of the Corporation and a Series A Two Thirds Interest. If any Options are issued in connection with the issuance and sale of other securities of the Corporation, together comprising one integral transaction in which no specific consideration is allocated to such Options by the parties thereto, such Options shall be deemed to have been issued for such consideration as determined in good faith by the Board of Directors of the Corporation and a Series A Two Thirds Interest provided that if the Corporation and the holders of a Series A Two Thirds Interest are unable to reach agreement as to the value of such consideration, then the value thereof shall be determined by an independent appraisal by a mutually agreed to investment banker, the fees of which shall be paid by the Corporation.

(vii) Record Date. If the Corporation takes a record of the holders of its Common Stock for the purpose of entitling them (A) to receive a dividend or other distribution payable in Common Stock, Options or Convertible Securities or (B) to subscribe for or purchase Common Stock, Options or Convertible Securities, then such record date shall be deemed to be the date of the issuance or sale of the shares of Common Stock deemed to have been issued or sold upon the declaration of such dividend or the making of such other distribution or the date of the granting of such right of subscription or purchase, as the case may be.

(viii) Treasury Shares. The number of shares of Common Stock outstanding at any given time shall not include shares owned or held by or for the account of the Corporation; provided, that the disposition of any such shares shall be considered an issuance or sale of Common Stock for the purpose of this Section A.7.

(ix) Other Issuances or Sales: Indeterminable Amounts. In calculating any adjustment to the Series A Conversion Price pursuant to this Section A.7(a): (A) any shares of Common Stock, Options or Convertible Securities issued or sold (or deemed issued or sold pursuant to Section A.7(a)(i) or Section A.7(a)(ii) above)

after the Filing Date and prior to the effective date of such adjustment, the issuance or sale (or deemed issuance or sale) of which did not result in any adjustment to the Series A Conversion Price under this Section A.7(a), shall be deemed to have been issued or sold as part of the issuance or sale (or deemed issuance or sale) giving rise to such adjustment for the same consideration per share as the Corporation received in the issuance or sale (or deemed issuance or sale) giving rise to such adjustment, and (B) any Options or Convertible Securities that provide, as of the effective date of such adjustment, for the issuance upon exercise or conversion thereof of an indeterminable number of shares of Common Stock shall (together with the shares of Common Stock issuable upon exercise or conversion thereof) be disregarded for purposes of the calculation and what shares are deemed to be outstanding; provided, that at such time as a number of shares of Common Stock issuable upon exercise or conversion of such Options or Convertible Securities becomes determinable, then the Series A Conversion Price shall be adjusted as provided in Section A.7(a)(iii) above.

(x) Common Stock Deemed Outstanding. For purposes of this Section A.7, the term "Common Stock Deemed Outstanding" shall mean, at any time, the sum of (A) the number of shares of Common Stock outstanding immediately prior to the Filing Date (including for this purpose all shares of Common Stock issuable upon exercise or conversion of any Options or Convertible Securities outstanding immediately prior to the Filing Date), plus (B) the number of shares of Common Stock issued or sold (or deemed issued or sold) after the Filing Date, the issuance or sale of which resulted in an adjustment to the Series A Conversion Price pursuant to Section A.7(a), plus (C) the number of shares of Common Stock deemed issued or sold pursuant to Section A.7(a)(ix)(A) above; provided, that Common Stock Deemed Outstanding shall not include the Series A Preferred Stock, the Series B Preferred Stock, any shares of Common Stock issuable upon conversion of the Series B Preferred Stock, or any shares of Common Stock issuable upon the conversion of Series A Preferred Stock into Series B Preferred Stock and Redeemable Preferred Stock and the conversion of such Series B Preferred Stock immediately thereafter.

(b) Certain Issues of Common Stock Excepted. Anything herein to the contrary notwithstanding, the Corporation shall not be required to make any adjustment of the Series A Conversion Price in the case of the issuance from and after the Filing Date of (i) shares of Series B Preferred Stock and Redeemable Preferred Stock upon conversion of shares of Series A Preferred Stock; (ii) shares of Common Stock upon conversion of shares of Series B Preferred Stock; (iii) shares of Common Stock upon exercise of the warrants held by TA Subordinated Debt Fund, LP., TA Investors II, L.P. and CGW Southeast Partners III, L.P. or their successors and assigns; (iv) shares of Series A Preferred Stock upon the exercise of options to purchase Series A Preferred Stock held by certain management of the Corporation as of the date hereof and (v) shares of Common Stock or options therefor to directors, officers, employees or consultants of the Corporation in connection with their service as directors of the Corporation, their employment by the Corporation or their retention as consultants by the Corporation, in each case authorized by the Board of Directors and issued pursuant to the Corporation's 2004 Stock Option and Grant Plan ("Excluded Shares").

(c) Subdivision or Combination of Common Stock. If the Corporation shall at any time after the Closing Date subdivide its outstanding shares of Common Stock into a greater number of shares (by any stock split, stock dividend or otherwise), then the Series A Conversion Price in effect immediately prior to such subdivision shall be proportionately reduced, and, conversely, if the Corporation shall at any time after the Closing Date combine its outstanding shares of Common Stock into a smaller number of shares (by any reverse stock split or otherwise), then the Series A Conversion Price in effect immediately prior to such combination shall be proportionately increased.

(d) Reorganization or Reclassification. If any capital reorganization or reclassification of the capital stock of the Corporation shall be effected in such a way that holders of Series B Preferred Stock or Redeemable Preferred Stock shall be entitled to receive stock, securities or assets with respect to or in exchange for such shares of stock, then, as a condition of such reorganization or reclassification, lawful and adequate provisions shall be made whereby each holder of a share or shares of Series A Preferred Stock shall thereupon have the right to receive, upon the basis and upon the terms and conditions specified herein and in lieu of the shares of Series B Preferred Stock or Redeemable Preferred Stock immediately theretofore receivable upon the conversion of such shares of Series A Preferred Stock, such shares of stock, securities or assets as may be issued or payable with respect to or in exchange for a number of outstanding shares of such Series B Preferred Stock or Redeemable Preferred Stock, as applicable, equal to the number of shares of such Series B Preferred Stock or Redeemable Preferred Stock immediately theretofore receivable upon such conversions had such reorganization or reclassification not taken place, and in any such case appropriate provisions shall be made with respect to the rights and interests of such holder to the end that the provisions hereof (including, without limitation, provisions for adjustments of the Series A Conversion Price and Redeemable Conversion Rate (as defined herein)) shall thereafter be applicable, as nearly as may be, in relation to any shares of stock, securities or assets thereafter deliverable upon the exercise of such conversion rights.

(e) Adjustment for Merger or Reorganization, etc. Unless the holders of Series A Preferred Stock elect redemption in connection with an Extraordinary Transaction pursuant to Section A.5 hereof (in which case Section A.5 shall apply), (A) upon any Extraordinary Transaction each share of Series A Preferred Stock shall thereafter be convertible (or shall be converted into a security that shall be convertible) into Redeemable Preferred Stock and the kind and amount of shares of stock or other securities or property to which a holder of the number of shares of Series B Preferred Stock of the Corporation deliverable upon conversion of such Series A Preferred Stock would have been entitled upon such Extraordinary Transaction; and, in such case, appropriate adjustment (as determined in good faith by the Board of Directors) shall be made in the application of the provisions in Section A.7 set forth with respect to the rights and interests thereafter of the holders of the Series A Preferred Stock, to the end that the provisions set forth in Section A.7 (including provisions with respect to changes in and other adjustments of the Series A Conversion Price) shall thereafter be applicable, as nearly as possible, in relation to any shares of stock or other property thereafter deliverable upon the conversion of the Series A Preferred Stock and (B) all holders of Series A Preferred Stock shall be deemed to have elected to so participate in such

Extraordinary Transaction as provided in this Section A.7(e) and such election shall bind all holders of the Series A Preferred Stock. Notwithstanding anything to the contrary contained herein, the holders of shares of Series A Preferred Stock shall have the right to elect by vote of a Series A Two Thirds Interest to give effect to the conversion and other rights contained in Section A.6 (or the rights contained in Section A.4, if applicable) instead of giving effect to the provisions contained in this Section A. 7(e) with respect to the shares of Series A Preferred Stock owned by them.

8. Covenants. The Corporation shall not, and shall not permit any affiliate or subsidiary of the Corporation (each, a "Subsidiary") to (in any case, by merger, consolidation, operation of law or otherwise), without first having provided written notice of such proposed action to each holder of outstanding shares of Series A Preferred Stock and having obtained the affirmative vote or written consent of the holders of a Series A Two Thirds Interest:

(a) declare or pay any dividends other than dividends on the Series A Preferred Stock as provided in Section A.3 or the Redeemable Preferred Stock as provided in Section C.3 or make any distributions of cash, property or securities of the Corporation or any Subsidiary in respect of its capital stock, or apply any of its assets to the redemption, retirement, purchase or other acquisition of its capital stock, directly or indirectly, through subsidiaries or otherwise, except for (i) the redemption of Series A Preferred Stock pursuant to and as provided in these Amended and Restated Articles of Incorporation, (ii) the repurchase of Excluded Shares described in Section A.7(b)(ii) above, (iii) the repurchase of shares under that certain Shareholders Agreement, dated as of May 28, 2004, among the Corporation and the shareholders of the Corporation or (iv) dividends or distributions payable solely in shares of Common Stock;

(b) reclassify any capital stock in a manner that alters the designations, preferences, powers and/or the relative, participating, optional or other special rights, or the restrictions provided for the benefit of, the Series A Preferred Stock;

(c) authorize or issue, or obligate itself to issue, any convertible debt or other debt with any equity participation, any securities convertible into or exercisable or exchangeable for any equity securities, or any other equity security, in any case ranking senior to or on parity with the Series A Preferred Stock as to liquidation, sale or merger preferences, redemption, or dividend rights, or with any class or special voting rights, or permit any Subsidiary of the Corporation to issue any capital stock, or securities convertible into or exercisable or exchangeable for capital stock or other securities of such Subsidiary, to any person or entity other than the Corporation;

(d) amend, alter or repeal (whether by merger, consolidation, operation of law, or otherwise) any provision of, or add any provision to, these Amended and Restated Articles of Incorporation (including, without limitation, increasing the total number of shares of Preferred Stock that the Corporation shall

have the authority to issue), the bylaws of the Corporation as in effect on the Closing Date or the governing documents of any Subsidiary;

(e) effect any Liquidation Event or Extraordinary Transaction or any other event that would constitute a Liquidation Event or Extraordinary Transaction of any Subsidiary if the references to "Corporation" in such definitions were instead references to "Subsidiary";

(f) effect the sale, transfer or license of any assets of the Corporation or any Subsidiary to any person or entity other than the Corporation or a wholly-owned Subsidiary of the Corporation, other than in the ordinary course of business;

(g) incur any indebtedness in excess of $175,000,000;

(h) take any other action not described in Section A.8(a)-(g) if such action could adversely alter or change the preferences, rights, privileges or powers of, or the restrictions provided for the benefit of, the Series A Preferred Stock; or

(i) enter into any agreement to do any of the foregoing that is not expressly made conditional on obtaining the affirmative vote or written consent of a Series A Two Thirds Interest.

Further, the Corporation shall not, by amendment of these Amended and Restated Articles of Incorporation (by way of merger, operation of law, or otherwise) or through any Liquidation Event or other reorganization, transfer of assets, consolidation, merger, dissolution, issuance or sale of securities, agreement or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Corporation and shall at all times in good faith assist in the carrying out of all the provisions of this Article IV and in the taking of all such action as may be necessary or appropriate in order to protect the rights of the holders of the Series A Preferred Stock or Redeemable Preferred Stock against impairment. Any successor to the Corporation shall agree in writing, as a condition to such succession, to carry out and observe the obligations of the Corporation hereunder with respect to the Series A Preferred Stock and Redeemable Preferred Stock.

9. Notices.

(a) Liquidation Events, Extraordinary Transactions, Etc. In the event (i) the Corporation establishes a record date to determine the holders of any class of securities who are entitled to receive any dividend or other distribution or who are entitled to vote at a meeting (or by written consent) in connection with any of the transactions identified in clause (ii) hereof, or (ii) any Liquidation Event, Extraordinary Transaction, QPO or any other public offering of the Corporation's securities becomes reasonably likely to occur, the Corporation shall mail or cause to be mailed by first class mail (postage prepaid) to each holder of Series A Preferred Stock at least thirty (30) days prior to such record date specified therein or the expected effective date of any such transaction, whichever is earlier, a notice specifying (A) the date of such record date for

the purpose of such dividend or distribution or meeting or consent and a description of such dividend or distribution or the action to be taken at such meeting or by such consent, (B) the date on which any such Liquidation Event, Extraordinary Transaction, QPO or other public offering is expected to become effective, and (C) the date on which the books of the Corporation shall close or a record shall be taken with respect to any such event. Such notice shall be accompanied by a certificate prepared by the chief financial officer of the Corporation describing in detail (1) the facts of such transaction, (2) the amount(s) per share of Series A Preferred Stock, Series B Preferred Stock, Redeemable Preferred Stock or Common Stock each holder of Series A Preferred Stock would receive under all possible elections, options etc. available to holders of Series A Preferred Stock pursuant to the applicable provisions of these Amended and Restated Articles of Incorporation, and (3) the facts upon which such amounts were determined.

(b) Adjustments: Calculations. Upon the occurrence of each adjustment or readjustment of the Series A Conversion Price pursuant to Section A.7, the Corporation at its expense shall promptly compute such adjustment or readjustment in accordance with the terms hereof and prepare and furnish to each holder of Series A Preferred Stock a certificate setting forth in detail (i) such adjustment or readjustment, (ii) the Series A Conversion Price before and after such adjustment or readjustment, and (iii) the number of shares of Series B Preferred Stock and Redeemable Preferred Stock and the amount, if any, of other property which at the time would be received upon the conversion of such holder's shares of Series A Preferred Stock. All such calculations shall be made to the nearest cent or to the nearest one hundredth (1/100) of a share as the case may be.

(c) Waiver of Notice. The holder or holders of a Series A Two Thirds Interest may, at any time upon written notice to the Corporation, waive any notice or certificate delivery provisions specified herein for the benefit of such holders, and any such waiver shall be binding upon all holders of such securities.

10. No Reissuance of Series A Preferred Stock. No share or shares of Series A Preferred Stock acquired by the Corporation by reason of redemption, purchase, conversion or otherwise shall be reissued, and all such shares shall be canceled, retired and eliminated from the shares that the Corporation is authorized to issue.

11. Contractual Rights of Holders. The various provisions set forth herein for the benefit of the holders of the Series A Preferred Stock shall be deemed contract rights enforceable by them, including, without limitation, one or more actions for specific performance.

B. SERIES B CONVERTIBLE PREFERRED STOCK

1. Designation. A total of 90,000,000 shares of the Corporation's Preferred Stock shall be designated as a series known as Series B Convertible Preferred Stock (the "Series B Preferred Stock").

2. Voting. Each outstanding share of Series B Preferred Stock shall be entitled to a number of votes equal to the number of shares of Common Stock into which such share of Series B Preferred Stock is then convertible pursuant to Section B.6 hereof as of the record date for the vote or written consent of shareholders, as applicable. Each holder of outstanding shares of Series B Preferred Stock shall be entitled to notice of any shareholders meeting in accordance with the by-laws of the Corporation and shall vote with holders of the Common Stock and Series A Preferred Stock, voting together as single class, upon all matters submitted to a vote of shareholders, except those matters required to be submitted to a class or series vote pursuant to the terms hereof (including Section B.8) or by law.

3. Dividends. The holders of shares of Series B Preferred Stock shall be entitled to receive out of funds legally available therefor, dividends at such times and in such amounts as to be received by holders of outstanding shares of Common Stock, pro rata based on the number of shares of Common Stock held by each, determined on an as-if-converted basis (assuming full conversion of all such Series B Preferred Stock). Such dividends shall not be cumulative.

Notwithstanding the foregoing, no dividend shall be declared or paid unless and until the Senior Debt and the Subordinated Debt have been paid in full, including any permitted refinancings thereof as provided for in and limited by the Debt Subordination Agreement; unless such dividends and payments are otherwise permitted under the terms of the Equity Subordination Agreement.

4. Liquidation: Merger, etc.

(a) Series B Liquidation Preference. Upon any Liquidation Event, each holder of outstanding shares of Series B Preferred Stock shall be entitled to be paid in cash, before any amount is paid or distributed to the holders of the Common Stock or any other capital stock ranking on liquidation junior to the Series B Preferred Stock (the Common Stock and such other capital stock being referred to collectively in this Section B as "Junior Stock"), an amount per share of Series B Preferred Stock equal to (A) $0.50 (the "Series B Original Issue Price") (such amount to be adjusted appropriately for stock splits, stock dividends, recapitalizations and the like) plus (B) any accrued or declared but unpaid dividends on such shares of Series B Preferred Stock (the Series B Original Issue Price plus such accrued or declared dividends are referred to herein as the "Series B Preference Amount"). If the amounts available for distribution by the Corporation to holders of Series B Preferred Stock upon a Liquidation Event are not sufficient to pay the aggregate Series B Preference Amount due to such holders, such holders shall share ratably in any distribution in connection with such Liquidation Event in proportion to the full respective preferential amounts to which they are entitled. The Series A Preferred Stock, Series B Preferred Stock and Redeemable Preferred Stock (as hereafter defined) shall be pari passu (based on liquidation preferences) with respect to any Liquidation Event (or deemed Liquidation Event).

Notwithstanding the preceding paragraph, if upon such Liquidation Event the holders of outstanding shares of Series B Preferred Stock would receive more than the

aggregate amount to be received under the preceding paragraph above in the event all of their shares of Series B Preferred Stock were converted into shares of Common Stock pursuant to the provisions of Section B.6(a) hereof immediately prior to such Liquidation Event and such shares of Common Stock received a liquidating distribution or distributions from the Corporation, then each holder of outstanding shares of Series B Preferred Stock in connection with such Liquidation Event shall be entitled to be paid in cash, in lieu of the payments described in the preceding paragraph, an amount per share of Series B Preferred Stock equal to such amount as would have been payable in respect of each share of Common Stock (including any fractions thereof) issuable upon conversion of such share of Series B Preferred Stock had such share of Series B Preferred Stock been converted to Common Stock immediately prior to such Liquidation Event pursuant to the provisions of Section B.6 hereof.

The provisions of this Section B.4 shall not in any way limit the right of the holders of Series B Preferred Stock to elect to convert their shares of Series B Preferred Stock into shares of Common Stock pursuant to Section B.6 prior to or in connection with any Liquidation Event.

(b) Remaining Assets. After the payment of all preferential amounts required to be paid to the holders of the Series B Preferred Stock and any other class or series of stock of the Corporation ranking on liquidation on a parity with the Series B Preferred Stock, the remaining assets and funds of the Corporation available for distribution to its shareholders shall be distributed among the holders of shares of Junior Stock then outstanding.

5. Redemption

(a) Extraordinary Transactions. Upon the election of the holders) of not less than 66 2/3% of the voting power of the outstanding shares of Series B Preferred Stock (a “Series B Two Thirds Interest”) to have the Series B Preferred Stock redeemed or otherwise to participate in connection with an Extraordinary Transaction, then, as a part of and as a condition to the effectiveness of such Extraordinary Transaction, unless a particular holder of Series B Preferred Stock elects to convert its shares of Series B Preferred Stock into Common Stock in accordance with the voluntary conversion provisions of Section B.6 prior to the effective date of such Extraordinary Transaction, the Corporation shall either (1) if redemption is elected, on the effective date of such Extraordinary Transaction, redeem all (but not less than all) of the then outstanding shares of Series B Preferred Stock for an amount equal to the aggregate Series B Preference Amount, such amount to be payable in cash (subject to the provisions of the immediately following paragraph) or, at the election of such holder or holders, in the same form of consideration as is paid to the holders of Common Stock in such Extraordinary Transaction (valued pursuant to Section B.5(b)), and no payment shall be made to the holders of the Common Stock or any other Junior Stock unless such amount is paid in full or (2) if such holder or holders elect to participate in such Extraordinary Transaction (such as a merger) on terms acceptable to them, take such actions as shall be sufficient to facilitate such participation by all (but not less than all) of the then outstanding shares of Series B Preferred Stock (including in the case of a merger

executing a merger agreement with an exchange ratio reflecting the provisions hereof) on terms giving effect to such holders' right to receive the aggregate Series B Preference Amount as a preferential amount, in which event such amount shall be paid in cash or, at the election of such Two-Thirds Interest, in the same form of consideration as is paid to the holders of Common Stock in such Extraordinary Transaction, on a pari passu basis with all other classes of capital stock of the Corporation ranking on a parity with the Series B Preferred Stock which are participating in such Extraordinary Transaction, based on the respective preferential amounts to which each such class is entitled, but in preference to and before any amount is paid or otherwise distributed to the holders of the Common Stock or any other Junior Stock, in which event such preferential amount shall be deemed to have been distributed to the holders of the Series B Preferred Stock as if in a Liquidation Event.

Notwithstanding the foregoing, if, upon any Extraordinary Transaction in which the holder or holders of not less than a Series B Two Thirds Interest elect to be redeemed or to participate, the holders of the outstanding shares of Series B Preferred Stock would receive more than the aggregate Series B Preference Amount in the event their shares were converted into Common Stock immediately prior to such Extraordinary Transaction and all of such shares of Common Stock were purchased or otherwise participated in such Extraordinary Transaction, then each holder of Series B Preferred Stock shall receive from the Corporation or the relevant purchaser, as applicable, upon the election of the holder or holders of not less than a Series B Two Thirds Interest of the outstanding shares of Series B Preferred Stock to redeem or otherwise participate in such Extraordinary Transaction, shall (1) share with the holders of the Common Stock and any other stock ranking with regard to dividend rights, rights upon a Liquidation Event or an Extraordinary Transaction, or redemption rights junior to the Series B Preferred Stock in the proceeds of such Extraordinary Transaction or (2) if such holder or holders so elect, receive an amount equal to the amount per share that would be paid if the shares of Common Stock receivable upon conversion of the Series B Preferred Stock were being acquired in the Extraordinary Transaction at the same price per share as is paid for Common Stock, which excess amount shall be paid in the same form of consideration as is paid to holders of Common Stock, as if each share of Series B Preferred Stock had been converted into the number of shares of Common Stock issuable upon the conversion of such share of Series B Preferred Stock in accordance with Section B.6 hereof immediately prior to such Extraordinary Transaction.

The Corporation shall not participate in any Extraordinary Transaction or make or agree to have made any payments to the holders of shares of Common Stock or any other stock ranking junior to the Series B Preferred Stock or any other class or series of capital stock of the Corporation ranking in an Extraordinary Transaction on a parity with the Series B Preferred Stock unless the holders of Series B Preferred shall have received the full preferential amount to which they are entitled hereunder in an Extraordinary Transaction.

The foregoing election shall be made by such holders giving the Corporation and each other holder of Series B Preferred not less than five (5) days' prior written notice, which notice shall set forth the date for such redemption or participation in an

Extraordinary Transaction, as applicable. The provisions of this Section B.5 shall not in any way limit the right of the holders of Series B Preferred Stock to elect to convert their shares into shares of Common Stock pursuant to Section B.6 prior to or in connection with any Extraordinary Transaction.

Notwithstanding the foregoing, the Series B Preferred Stock may not be redeemed or otherwise participate in connection with an Extraordinary Transaction, unless and until the Senior Debt and the Subordinated Debt have been paid in full, including any permitted refinancings thereof as provided for in and limited by the terms of the Debt Subordination Agreement.

(b) Valuation of Distribution Securities. Any securities or other consideration to be delivered to the holders of the Series B Preferred Stock if so elected in connection with a redemption or upon any Extraordinary Transaction in accordance with the terms hereof shall be valued as follows:

(i) If traded on a nationally recognized securities exchange or inter-dealer quotation system, the value shall be deemed to be the average of the closing prices of the securities on such exchange or system over the 30-day period ending three (3) business days prior to the closing;

(ii) If traded over-the-counter, the value shall be deemed to be the average of the closing bid prices over the 30-day period ending three (3) business days prior to the closing; and

(iii) If there is no active public market, the value shall be the fair market value thereof, as mutually determined by the Corporation and the holders of not less than a Series B Two Thirds Interest, provided that if the Corporation and the holders of a Series B Two Thirds Interest are unable to reach agreement, then by independent appraisal by a mutually agreed to investment banker, the fees of which shall be paid by the Corporation.

(c) Notice by Corporation. Not less than fifteen (15) days prior to the occurrence of any Extraordinary Transaction, the Corporation shall furnish each holder of Series B Preferred Stock notice in accordance with Section B.9 hereof, together with a certificate prepared by the chief financial officer of the Corporation describing in detail all material terms of such Extraordinary Transaction, including without limitation the consideration to be delivered in connection with such Extraordinary Transaction, the valuation of the Corporation at the time of such Extraordinary Transaction and the identities of the parties to the Extraordinary Transaction.

(d) Redemption Price and Date. Upon the election of the holders of not less than a Series B Two Thirds Interest to cause the Corporation to redeem the Series B Preferred Stock or otherwise to participate in an Extraordinary Transaction pursuant to Section B.5(a), all holders of Series B Preferred Stock shall be deemed to have elected to cause the Series B Preferred Stock to be so redeemed or to so participate. The date upon which a redemption or participation in a transaction shall actually occur in accordance

with Section B.5(a) shall be referred to as a "Series B Redemption Date." The redemption price for each share of Series B Preferred Stock redeemed or acquired pursuant to this Section B.5 shall be the per share Series B Preference Amount or such greater per share amount as may be payable pursuant to the second paragraph to Section B.5(a), if applicable (in either case, the "Series B Redemption Price"); provided, however, that if at the Series B Redemption Date shares of Series B Preferred Stock are unable to be redeemed (as contemplated by Section B.5(e)), then holders of Series B Preferred Stock shall also be entitled to interest and dividends pursuant to Sections B.5(f) and (h). The aggregate Series B Redemption Price shall be payable in immediately available funds by certified check or wire transfer to the respective holders of the Series B Preferred Stock on the Series B Redemption Date (subject to Section B.5(e)) except to the extent contemplated by Section B.5(a). Upon any redemption or purchase of the Series B Preferred Stock as provided herein, holders of fractional shares shall receive proportionate amounts in respect thereof. Until the aggregate Series B Redemption Price has been paid for all shares of Series B Preferred Stock being redeemed or purchased: (A) no dividend whatsoever shall be paid or declared, and no distribution shall be made, on any capital stock of the Corporation; and (B) except as permitted by Section B.8(a), no shares of capital stock of the Corporation (other than the Series B Preferred Stock in accordance with this Section B.5 and Series A Preferred Stock in accordance with Section A.5) shall be purchased, redeemed or acquired by the Corporation and no monies shall be paid into or set aside or made available for a sinking fund for the purchase, redemption or acquisition thereof.

(e) Insufficient Funds. If the funds of the Corporation legally available to redeem shares of Series B Preferred Stock on the Series B Redemption Date are insufficient to redeem the total number of such shares required to be redeemed on such date, the Corporation shall (i) take any action necessary or appropriate, to the extent reasonably within its control and permissible under applicable law, to remove promptly any impediments to its ability to redeem the total number of shares of Series B Preferred Stock required to be so redeemed and (ii) in any event, use any funds legally available to redeem the maximum possible number of such shares from the holders of such shares to be redeemed in proportion to the respective number of such shares that otherwise would have been redeemed if all such shares had been redeemed in full. At any time thereafter when additional funds of the Corporation are legally available to redeem such shares of Series B Preferred Stock, the Corporation shall immediately use such funds to redeem the balance of the shares that the Corporation becomes obligated to redeem on the Series B Redemption Date (but that it has not yet redeemed) at the Series B Redemption Price.

(f) Interest. If any shares of Series B Preferred Stock are not redeemed on the Series B Redemption Date for any reason, all such unredeemed shares shall remain outstanding and entitled to all the rights and preferences provided herein, and the Corporation shall pay interest on the Series B Redemption Price and any dividend accruing after the Series B Redemption applicable to such unredeemed shares at an aggregate per annum rate equal to ten percent (10%), with such interest to accrue daily in arrears and to be compounded quarterly; provided that in no event shall such interest exceed the Maximum Permitted Rate, provided that the Corporation shall make all filings necessary to raise such rate to the Maximum Permitted Rate. In the event that fulfillment

of any provision hereof results in such rate of interest being in excess of the Maximum Permitted Rate, the amount of interest required to be paid hereunder shall automatically be reduced to eliminate such excess; provided, that any subsequent increase in the Maximum Permitted Rate shall be retroactively effective to the applicable Series B Redemption Date to the extent permitted by law.

(g) Dividend After Redemption Date. In the event that shares of Series B Preferred Stock required to be redeemed are not redeemed and continue to be outstanding, such shares shall continue to be entitled to dividends thereon as provided in Section B.3 until the date on which the Corporation actually redeems such shares.

(h) Surrender of Certificates. Each holder of shares of Series B Preferred Stock to be redeemed shall surrender the certificate or certificates representing such shares to the Corporation, duly assigned or endorsed for transfer to the Corporation (or accompanied by duly executed stock powers relating thereto), or, in the event the certificate or certificates are lost, stolen or missing, shall deliver an affidavit of loss, at the principal executive office of the Corporation or such other place as the Corporation may from time to time designate by notice to the holders of Series B Preferred Stock, and each surrendered certificate shall be canceled and retired and the Corporation shall thereafter make payment of the applicable Series B Redemption Price in immediately available funds by certified check or wire transfer; provided that if the Corporation has insufficient funds legally available to redeem all shares of Series B Preferred Stock required to be redeemed, each such holder shall, in addition to receiving the payment of the portion of the aggregate Series B Redemption Price that the Corporation is not legally prohibited from paying to such holder by certified check or wire transfer, receive a new stock certificate for those shares of Series B Preferred Stock not so redeemed.

6. Conversion. The holders of Series B Preferred Stock shall have the following conversion rights:

(a) Voluntary Conversion. Upon the written election of a Series B Two Thirds Interest and without payment of any additional consideration, all (but not less than all) the outstanding shares of Series B Preferred Stock shall be converted into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing (i) the Series B Original Issue Price for each such share plus any accrued or declared but unpaid dividends on each such share by (ii) the Series B Conversion Price at the time in effect for such Series B Preferred Stock (the “Series B Conversion Rate”). Upon such election, all holders of the Series B Preferred Stock shall be deemed to have elected to voluntarily convert all outstanding shares of Series B Preferred Stock into shares of Common Stock pursuant to this Section B.6(a) and such election shall bind all holders of Series B Preferred Stock. The initial “Series B Conversion Price” per share for shares of Series B Preferred Stock shall be the Series B Original Issue Price, subject to adjustment as set forth in Section B.7. Such conversion may occur at any time after the date of issuance of such shares of Series B Preferred Stock.

(b) Automatic Conversion. Each share of Series B Preferred Stock shall automatically be converted, without the payment of any additional consideration,

into fully paid and nonassessable shares of Common Stock (at the Series B Conversion Rate) as of, and in all cases subject to, the closing of a QPO. If a closing of a QPO occurs, all outstanding shares of Series B Preferred Stock shall be deemed to have been converted into shares of Common Stock immediately prior to such closing.

(c) Procedure for Conversion.

(i) Voluntary Conversion. Upon election to convert pursuant to Section B.6(a), the relevant holder or holders of Series B Preferred Stock shall surrender the certificate or certificates representing the Series B Preferred Stock being converted to the Corporation, duly assigned or endorsed for transfer to the Corporation (or accompanied by duly executed stock powers relating thereto) or if lost shall deliver an affidavit of loss to the Corporation, at its principal executive office or such other place as the Corporation may from time to time designate by notice to the holders of the Series B Preferred Stock. Upon surrender of such certificate(s) or delivery of an affidavit of loss, the Corporation shall issue and send by hand delivery, by courier or by first class mail (postage prepaid) to the holder thereof or to such holder's designee, at the address designated by such holder, certificates for the number of shares of Common Stock to which such holder shall be entitled upon conversion. The issuance of certificates for Common Stock upon conversion of Series B Preferred Stock shall be deemed effective as of 9:00 a.m. EST on the earlier of the date of written notice delivered pursuant to Section B.6(a) or the date of surrender of such Series B Preferred Stock certificates or delivery of such affidavit of loss and shall be made without charge to the holders of such shares for any issuance tax in respect thereof or other costs incurred by the Corporation in connection with such conversion and the related issuance of such stock.

(ii) Automatic Conversion. As of the Automatic Conversion Date, all outstanding shares of Series B Preferred Stock shall be converted into shares of Common Stock without any further action by the holders of such shares and whether or not the certificates representing such shares of Series B Preferred Stock are surrendered to the Corporation. On the Automatic Conversion Date, all rights with respect to the Series B Preferred Stock so converted shall terminate, except any of the rights of the holders thereof upon surrender of their certificate or certificates therefor or delivery of an affidavit of loss thereof to receive certificates for the number of shares of Common Stock into which such shares of Series B Preferred Stock have been converted. If so required by the Corporation, certificates surrendered for conversion shall be endorsed or accompanied by a written instrument or instruments of transfer, in form satisfactory to the Corporation, duly executed by the registered holder or by an attorney-in-fact duly authorized in writing. Upon surrender of such certificates or affidavit of loss, the Corporation shall issue and deliver to such holder, promptly (and in any event in such time as is sufficient to enable such holder to participate in such QPO) at such office and in its name as shown on such surrendered certificate or certificates, a certificate or certificates for the number of shares of Common Stock into which the shares of the Series B Preferred Stock surrendered are convertible on the Automatic Conversion Date.

(d) Reservation of Stock Issuable Upon Conversion. The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of

Common Stock, solely for the purpose of effecting the conversion of the shares of Series B Preferred Stock, such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of Series B Preferred Stock. If at any time the number of authorized but unissued shares of Common Stock is not sufficient to effect the conversion of all outstanding shares of Series B Preferred Stock, the Corporation shall take such corporate action as may be necessary to increase the number of its authorized but unissued shares of Common Stock to such number of shares as are sufficient for such purpose, and to reserve the appropriate number of shares of Common Stock for issuance upon such conversion.

(e) No Closing of Transfer Books. The Corporation shall not close its books against the transfer of shares of Series B Preferred Stock in any manner that would interfere with the timely conversion of any shares of Series B Preferred Stock.

7. Adjustments.

(a) Adjustments to the Series B Conversion Price. Except as provided in Section B.7(b) and except in the case of an event described in Section B.7(c), if and whenever after the Filing Date the Corporation issues or sells, or is, in accordance with this Section B.7(a), deemed to have issued or sold, any shares of Common Stock for a consideration per share less than the Series B Conversion Price in effect immediately prior to such issuance or sale, then, upon such issuance or sale (or deemed issuance or sale), the Series B Conversion Price shall be reduced to the price determined by dividing (x) the sum of (A) the Common Stock Deemed Outstanding (as defined below) immediately prior to such issuance or sale (or deemed issuance or sale) multiplied by the Series B Conversion Price then in effect and (B) the consideration, if any, received by the Corporation upon such issuance or sale (or deemed issuance or sale) by (y) the Common Stock Deemed Outstanding immediately after such issuance or sale (or deemed issuance or sale).

For purposes of this Section B.7(a), the following shall also be applicable:

(i) Issuance of Rights or Options. If the Corporation, at any time after the Filing Date, in any manner grants (whether directly or by assumption in a merger or otherwise) any warrants or other rights to subscribe for or to purchase, or any Options or Convertible Securities, in each case for consideration per share (determined as provided in this paragraph and in Section B.7(a)(vi)) less than the Series B Conversion Price then in effect, whether or not such Options or the right to convert or exchange any such Convertible Securities are immediately exercisable, then the total maximum number of shares of Common Stock issuable upon the exercise of such Options, or upon conversion or exchange of the total maximum amount of such Convertible Securities issuable upon exercise of such Options, shall be deemed to have been issued as of the date of granting of such Options, at a price per share equal to the amount determined by dividing (A) the total amount, if any, received or receivable by the Corporation as consideration for the granting of such Options, plus the minimum aggregate amount of additional consideration payable to the Corporation upon the exercise of all such Options, plus, in the case of such Options which relate to

Convertible Securities, the minimum aggregate amount of additional consideration, if any, payable upon the issuance or sale of such Convertible Securities and upon the conversion or exchange thereof, by (B) the total maximum number of shares of Common Stock deemed to have been so issued. Except as otherwise provided in Section B.7(a)(iii), no adjustment of the Series B Conversion Price shall be made upon the actual issuance of such Common Stock or of such Convertible Securities upon exercise of such Options or upon the actual issuance of such Common Stock upon conversion or exchange of such Convertible Securities.

(ii) Issuance of Convertible Securities. If the Corporation, at any time after the Filing Date, in any manner issues or sells any Convertible Securities for consideration per share (determined as provided in this paragraph and in Section B.7(a)(vi)) less than the Series B Conversion Price then in effect, whether or not the rights to exchange or convert any such Convertible Securities are immediately exercisable, then the total maximum number of shares of Common Stock issuable upon conversion or exchange of all such Convertible Securities shall be deemed to have been issued as of the date of the issuance or sale of such Convertible Securities, at a price per share equal to the amount determined by dividing (A) the total amount, if any, received or receivable by the Corporation as consideration for the issuance or sale of such Convertible Securities, plus the minimum aggregate amount of additional consideration, if any, payable to the Corporation upon the conversion or exchange thereof, by (B) the total maximum number of shares of Common Stock deemed to have been so issued; provided, that (1) except as otherwise provided in Section B.7(a)(iii), no adjustment of the Series B Conversion Price shall be made upon the actual issuance of such Common Stock upon conversion or exchange of such Convertible Securities and (2) if any such issuance or sale of such Convertible Securities is made upon exercise of any Options to purchase any such Convertible Securities, no further adjustment of the Series B Conversion Price shall be made by reason of such issuance or sale.

(iii) Change in Option Price or Conversion Rate: Termination of Options or Convertible Securities. If a change occurs in (A) the maximum number of shares of Common Stock issuable in connection with any Option referred to in Section B.7(a)(i) or any Convertible Securities referred to in Section B.7(a)(i) or (ii), (B) the purchase price provided for in any Option referred to in Section B.7(a)(i), (C) the additional consideration, if any, payable upon the conversion or exchange of any Convertible Securities referred to in Section B.7(a)(i) or (ii) or (D) the rate at which Convertible Securities referred to in Section B.7(a)(i) or (ii) are convertible into or exchangeable for Common Stock (in each case, other than in connection with an event described in Section B.7(b)), then the Series B Conversion Price in effect at the time of such event shall be adjusted to the Series B Conversion Price that would have been in effect at such time had such Options or Convertible Securities that remain outstanding provided for such changed maximum number of shares, purchase price, additional consideration or conversion rate, as the case may be, at the time initially granted, issued or sold, but only if as a result of such adjustment the Series B Conversion Price then in effect is thereby reduced. Upon the termination of any such Option or any such right to convert or exchange such Convertible Securities, the Series B Conversion Price then in effect hereunder shall be increased to the Series B Conversion Price that would have

been in effect at the time of such termination had such Option or Convertible Securities, to the extent outstanding immediately prior to such termination (i.e., to the extent that fewer than the number of shares of Common Stock deemed to have been issued in connection with such Option or Convertible Securities were actually issued), never been issued or been issued at such higher price, as the case may be.

(iv) Stock Dividends. If the Corporation declares a dividend or makes any other distribution upon any stock of the Corporation payable in Common Stock, Options or Convertible Securities, any Common Stock, Options or Convertible Securities, as the case may be, issuable in payment of such dividend or distribution shall be deemed to have been issued or sold without consideration, and the Series B Conversion Price shall be adjusted pursuant to this Section B.7(a); provided, that no adjustment shall be made to the Series B Conversion Price as a result of such dividend or distribution if the holders of the shares of Series B Preferred Stock are entitled to, and do, receive such dividend or distribution in accordance with Section B.3; and, provided, further, that if any adjustment is made to the Series B Conversion Price as a result of the declaration of a dividend and such dividend is not effected, the Series B Conversion Price shall be appropriately readjusted.

(v) Other Dividends and Distributions. If the Corporation at any time or from time to time after the Filing Date makes or issues, or fixes a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable in securities or other property of the Corporation other than shares of Common Stock, then and in each such event provision shall be made so that the holders of the outstanding shares of Series B Preferred Stock shall receive upon conversion thereof, in addition to the number of shares of Common Stock receivable thereupon, the amount of such other securities of the Corporation or the value of such other property that they would have received had the Series B Preferred Stock been converted into Common Stock on the date of such event and had such holders thereafter, during the period from the date of such event to and including the conversion date, retained such securities or other property receivable by them during such period giving application to all adjustments called for during such period under Section B.7 with respect to the rights of the holders of the outstanding shares of Series B Preferred Stock; provided that no such adjustment shall be made if the holders of Series B Preferred Stock simultaneously receive a dividend or other distribution of such securities or other property in an amount equal to the amount of such securities or other property as they would have received if all outstanding shares of Series B Preferred Stock had been converted into Common Stock on the date of such event.

(vi) Consideration for Stock. In case any shares of Common Stock are issued or sold, or deemed issued or sold, for cash, the consideration received therefor shall be deemed to be the amount received or to be received by the Corporation therefor (determined with respect to deemed issuances and sales in connection with Options and Convertible Securities in accordance with clause (A) of Section B.7(a)(i) or Section B.7(a)(ii), as appropriate) determined in the manner set forth below in this Section B.7(a)(vi). In case any shares of Common Stock are issued or sold, or deemed issued or sold, for a consideration other than cash, the amount of the consideration other

than cash received by the Corporation shall be deemed to be the fair value of such consideration received or to be received by the Corporation (determined with respect to deemed issuances and sales in connection with Options and Convertible Securities in accordance with clause (A) of Section B.7(a)(i) or Section B.7(a)(ii), as appropriate) as determined in good faith by the Board of Directors of the Corporation and a Series B Two Thirds Interest. If any Options are issued in connection with the issuance and sale of other securities of the Corporation, together comprising one integral transaction in which no specific consideration is allocated to such Options by the parties thereto, such Options shall be deemed to have been issued for such consideration as determined in good faith by the Board of Directors of the Corporation and a Series B Two Thirds Interest provided that if the Corporation and the holders of a Series B Two Thirds Interest are unable to reach agreement as to the value of such consideration, then the value thereof shall be determined by an independent appraisal by a mutually agreed to investment banker, the fees of which shall be paid by the Corporation.

(vii) Record Date. If the Corporation takes a record of the holders of its Common Stock for the purpose of entitling them (A) to receive a dividend or other distribution payable in Common Stock, Options or Convertible Securities or (B) to subscribe for or purchase Common Stock, Options or Convertible Securities, then such record date shall be deemed to be the date of the issuance or sale of the shares of Common Stock deemed to have been issued or sold upon the declaration of such dividend or the making of such other distribution or the date of the granting of such right of subscription or purchase, as the case may be.

(viii) Treasury Shares. The number of shares of Common Stock outstanding at any given time shall not include shares owned or held by or for the account of the Corporation; provided, that the disposition of any such shares shall be considered an issuance or sale of Common Stock for the purpose of this Section B.7.

(ix) Other Issuances or Sales; Indeterminable Amounts. In calculating any adjustment to the Series B Conversion Price pursuant to this Section B.7(a): (A) any shares of Common Stock, Options or Convertible Securities issued or sold (or deemed issued or sold pursuant to Section B.7(a)(i) or Section B.7(a)(ii) above) after the Filing Date and prior to the effective date of such adjustment, the issuance or sale (or deemed issuance or sale) of which did not result in any adjustment to the Series B Conversion Price under this Section B.7(a), shall be deemed to have been issued or sold as part of the issuance or sale (or deemed issuance or sale) giving rise to such adjustment for the same consideration per share as the Corporation received in the issuance or sale (or deemed issuance or sale) giving rise to such adjustment, and (B) any Options or Convertible Securities that provide, as of the effective date of such adjustment, for the issuance upon exercise or conversion thereof of an indeterminable number of shares of Common Stock shall (together with the shares of Common Stock issuable upon exercise or conversion thereof) be disregarded for purposes of the calculation and what shares are deemed to be outstanding; provided, that at such time as time as a number of shares of Common Stock issuable upon exercise or conversion of such Options or Convertible Securities becomes determinable, then the Series B Conversion Price shall be adjusted as provided in Section B.7(a)(iii) above.

(x) Common Stock Deemed Outstanding. For purposes of this Section B.7, the term "Common Stock Deemed Outstanding" shall mean, at any time, the sum of (A) the number of shares of Common Stock outstanding immediately prior to the Filing Date (including for this purpose all shares of Common Stock issuable upon exercise or conversion of any Options or Convertible Securities outstanding immediately prior to the Filing Date), plus (B) the number of shares of Common Stock issued or sold (or deemed issued or sold) after the Filing Date, the issuance or sale of which resulted in an adjustment to the Series B Conversion Price pursuant to Section B.7(a), plus (C) the number of shares of Common Stock deemed issued or sold pursuant to Section B.7(a)(ix)(A) above; provided, that Common Stock Deemed Outstanding shall not include the Series A Preferred Stock, the Series B Preferred Stock, any shares of Common Stock issuable upon conversion of the Series B Preferred Stock, or any shares of Common Stock issuable upon the conversion of Series A Preferred Stock into Series B Preferred Stock and Redeemable Preferred Stock and the conversion of such Series B Preferred Stock immediately thereafter.

(b) Certain Issues of Common Stock Excepted. Anything herein to the contrary notwithstanding, the Corporation shall not be required to make any adjustment of the Series B Conversion Price in the case of the issuance from and after the Filing Date of Excluded Shares.

(c) Subdivision or Combination of Common Stock. If the Corporation shall at any time after the Closing Date subdivide its outstanding shares of Common Stock into a greater number of shares (by any stock split, stock dividend or otherwise), then the Series B Conversion Price in effect immediately prior to such subdivision shall be proportionately reduced, and, conversely, if the Corporation shall at any time after the Closing Date combine its outstanding shares of Common Stock into a smaller number of shares (by any reverse stock split or otherwise), then the Series B Conversion Price in effect immediately prior to such combination shall be proportionately increased.

(d) Reorganization or Reclassification. If any capital reorganization or reclassification of the capital stock of the Corporation shall be effected in such a way that holders of Common Stock shall be entitled to receive stock, securities or assets with respect to or in exchange for Common Stock, then, as a condition of such reorganization or reclassification, lawful and adequate provisions shall be made whereby each holder of a share or shares of Series B Preferred Stock shall thereupon have the right to receive, upon the basis and upon the terms and conditions specified herein and in lieu of the shares of Common Stock immediately theretofore receivable upon the conversion of such share or shares of Series B Preferred Stock, as the case may be, such shares of stock, securities or assets as may be issued or payable with respect to or in exchange for a number of outstanding shares of such Common Stock equal to the number of shares of such Common Stock immediately theretofore receivable upon such conversion had such reorganization or reclassification not taken place, and in any such case appropriate provisions shall be made with respect to the rights and interests of such holder to the end that the provisions hereof (including, without limitation, provisions for adjustments of the Series B Conversion Price) shall thereafter be applicable, as nearly as may be, in relation

to any shares of stock, securities or assets thereafter deliverable upon the exercise of such conversion rights.

(e) Adjustment for Merger or Reorganization, etc. Unless the holders of Series B Preferred Stock elect redemption in connection with an Extraordinary Transaction pursuant to Section B.5 hereof (in which case Section B.5 shall apply), (A) upon any Extraordinary Transaction each share of Series B Preferred Stock shall thereafter be convertible (or shall be converted into a security that shall be convertible) into the kind and amount of shares of stock or other securities or property to which a holder of the number of shares of Common Stock of the Corporation deliverable upon conversion of such Series B Preferred Stock would have been entitled upon such Extraordinary Transaction; and, in such case, appropriate adjustment (as determined in good faith by the Board of Directors) shall be made in the application of the provisions in Section B.7 set forth with respect to the rights and interests thereafter of the holders of the Series B Preferred Stock, to the end that the provisions set forth in Section B.7 (including provisions with respect to changes in and other adjustments of the Series B Conversion Price) shall thereafter be applicable, as nearly as possible, in relation to any shares of stock or other property thereafter deliverable upon the conversion of the Series B Preferred Stock and (B) all holders of Series B Preferred Stock shall be deemed to have elected to so participate in such Extraordinary Transaction as provided in this Section B.7(e) and such election shall bind all holders of the Series B Preferred Stock. Notwithstanding anything to the contrary contained herein, the holders of shares of Series B Preferred Stock shall have the right to elect by vote of a Series B Two Thirds Interest to give effect to the conversion and other rights contained in Section B.6 (or the rights contained in Section B.4, if applicable) instead of giving effect to the provisions contained in this Section B. 7(e) with respect to the shares of Series B Preferred Stock owned by them.

8. Covenants. The Corporation shall not, and shall not permit any affiliate or Subsidiary to (in any case, by merger, consolidation, operation of law or otherwise), without first having provided written notice of such proposed action to each holder of outstanding shares of Series B Preferred Stock and having obtained the affirmative vote or written consent of the holders of a Series B Two Thirds Interest:

(a) declare or pay any dividends other than dividends on the Series B Preferred Stock as provided in Section B.3 or make any distributions of cash, property or securities of the Corporation or any Subsidiary in respect of its capital stock, or apply any of its assets to the redemption, retirement, purchase or other acquisition of its capital stock, directly or indirectly, through subsidiaries or otherwise, except for (i) the redemption of Series B Preferred Stock pursuant to and as provided in these Amended and Restated Articles of Incorporation, (ii) the repurchase of Excluded Shares described in Section B.7(b)(ii) above, (iii) the repurchase of shares under that certain Shareholders Agreement, dated as of May 28, 2004, among the Corporation and the shareholders of the Corporation or (iv) dividends or distributions payable solely in shares of Common Stock;

(b) reclassify any capital stock in a manner that alters the designations, preferences, powers and/or the relative, participating, optional or other special rights, or the restrictions provided for the benefit of, the Series B Preferred Stock;

(c) authorize or issue, or obligate itself to issue, any convertible debt or other debt with any equity participation, any securities convertible into or exercisable or exchangeable for any equity securities, or any other equity security, in any case ranking senior to or on parity with the Series B Preferred Stock as to liquidation, sale or merger preferences, redemption, or dividend rights, or with any class or special voting rights, or permit any Subsidiary of the Corporation to issue any capital stock, or securities convertible into or exercisable or exchangeable for capital stock or other securities of such Subsidiary, to any person or entity other than the Corporation;

(d) amend, alter or repeal (whether by merger, consolidation, operation of law, or otherwise) any provision of, or add any provision to, these Amended and Restated Articles of Incorporation (including, without limitation, increasing the total number of shares of Preferred Stock that the Corporation shall have the authority to issue), the bylaws of the Corporation as in effect on the Closing Date or the governing documents of any Subsidiary;

(e) effect any Liquidation Event or Extraordinary Transaction or any other event that would constitute a Liquidation Event or Extraordinary Transaction of any Subsidiary if the references to “Corporation” in such definitions were instead references to “Subsidiary”;

(f) effect the sale, transfer or license of any assets of the Corporation or any Subsidiary to any person or entity other than the Corporation or a wholly-owned Subsidiary of the Corporation, other than in the ordinary course of business;

(g) incur any indebtedness in excess of $175,000,000;

(h) take any other action not described in Section B.8(a)-(g) if such action could adversely alter or change the preferences, rights, privileges or powers of, or the restrictions provided for the benefit of, the Series B Preferred Stock; or

(i) enter into any agreement to do any of the foregoing that is not expressly made conditional on obtaining the affirmative vote or written consent of a Series B Two Thirds Interest.

Further, the Corporation shall not, by amendment of these Amended and Restated Articles of Incorporation (by way of merger, operation of law, or otherwise) or through any Liquidation Event or other reorganization, transfer of assets, consolidation, merger, dissolution, issuance or sale of securities, agreement or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Corporation and shall at all times in good faith assist in the carrying out of all the provisions of this Article IV and in the taking of all

such action as may be necessary or appropriate in order to protect the rights of the holders of the Series B Preferred Stock against impairment. Any successor to the Corporation shall agree in writing, as a condition to such succession, to carry out and observe the obligations of the Corporation hereunder with respect to the Series B Preferred Stock.

9. Notices.

(a) Liquidation Events, Extraordinary Transactions, Etc. In the event (i) the Corporation establishes a record date to determine the holders of any class of securities who are entitled to receive any dividend or other distribution or who are entitled to vote at a meeting (or by written consent) in connection with any of the transactions identified in clause (ii) hereof, or (ii) any Liquidation Event, Extraordinary Transaction, QPO or any other public offering of the Corporation's securities becomes reasonably likely to occur, the Corporation shall mail or cause to be mailed by first class mail (postage prepaid) to each holder of Series B Preferred Stock at least thirty (30) days prior to such record date specified therein or the expected effective date of any such transaction, whichever is earlier, a notice specifying (A) the date of such record date for the purpose of such dividend or distribution or meeting or consent and a description of such dividend or distribution or the action to be taken at such meeting or by such consent, (B) the date on which any Such Liquidation Event, Extraordinary Transaction, QPO or other public offering is expected to become effective, and (C) the date on which the books of the Corporation shall close or a record shall be taken with respect to any such event. Such notice shall be accompanied by a certificate prepared by the chief financial officer of the Corporation describing in detail (1) the facts of such transaction, (2) the amount(s) per share of Series B Preferred Stock or Common Stock each holder of Series B Preferred Stock would receive under all possible elections, options etc. available to holders of Series B Preferred Stock pursuant to the applicable provisions of these Amended and Restated Articles of Incorporation, and (3) the facts upon which such amounts were determined.

(b) Adjustments; Calculations. Upon the occurrence of each adjustment or readjustment of the Series B Conversion Price pursuant to Section B.7, the Corporation at its expense shall promptly compute such adjustment or readjustment in accordance with the terms hereof and prepare and furnish to each holder of Series B Preferred Stock (or each holder of Redeemable Preferred Stock, as applicable) a certificate setting forth in detail (i) such adjustment or readjustment, (ii) the Series B Conversion Price before and after such adjustment or readjustment, and (iii) the number of shares of Common Stock and the amount, if any, of other property which at the time would be received upon the conversion of such holder's shares of Series B Preferred Stock. All such calculations shall be made to the nearest cent or to the nearest one hundredth (1/100) of a share as the case may be.

(c) Waiver of Notice. The holder or holders of a Series B Two Thirds Interest may, at any time upon written notice to the Corporation, waive any notice or certificate delivery provisions specified herein for the benefit of such holders, and any such waiver shall be binding upon all holders of such securities.

10. No Reissuance of Series B Preferred Stock. No share or shares of Series B Preferred Stock acquired by the Corporation by reason of redemption, purchase, conversion or otherwise shall be reissued, and all such shares shall be canceled, retired and eliminated from the shares that the Corporation is authorized to issue.

11. Contractual Rights of Holders. The various provisions set forth herein for the benefit of the holders of the Series B Preferred Stock shall be deemed contract rights enforceable by them, including, without limitation, one or more actions for specific performance.

C. REDEEMABLE PREFERRED STOCK

1. Designation. A total of 90,000,000 shares of the Corporation's Preferred Stock shall be designated as a series known as Redeemable Preferred Stock, par value $.0001 per share (the "Redeemable Preferred Stock").

2. Election of Directors; Voting.

(a) Election of Directors. The holders of outstanding shares of Redeemable Preferred Stock shall, voting together as a separate class, be entitled to elect one (1) Director. Such Director shall be the candidate receiving the greatest number of affirmative votes (with each holder of Redeemable Preferred Stock entitled to cast one vote for or against each candidate with respect to each share of Redeemable Preferred Stock held by such holder) of the outstanding shares of Redeemable Preferred Stock, with votes cast against such candidate and votes withheld having no legal effect. The holders of outstanding shares of Redeemable Preferred Stock shall, voting together as a separate class, be entitled to remove such Director, with or without cause. The election and removal of such Director shall be effected by the votes of a majority in interest of the outstanding shares of Redeemable Preferred Stock and shall occur (i) at the annual meeting of holders of capital stock, (ii) at any special meeting of holders of capital stock, (iii) at any special meeting of holders of Redeemable Preferred Stock, which may be called by holders of a majority of the outstanding shares of Redeemable Preferred Stock or (iv) by the written consent of holders of not less than a majority of the outstanding shares of Redeemable Preferred Stock. Upon conversion of the Series A Preferred Stock, the holder or holders of not less than a majority in voting power of the outstanding Redeemable Preferred Stock may designate one (1) of the Directors elected by the holders of the Series A Preferred Stock then serving on the Corporation's board of directors to continue in such capacity as the Director elected by the holders of the Redeemable Preferred Stock. If at any time when any share of Redeemable Preferred Stock is outstanding such Director ceases to be a Director for any reason, the vacancy shall only be filled by the vote or written consent of holders of the outstanding shares of Redeemable Preferred Stock, voting together as a separate class, in the manner and on the basis specified above or as otherwise provided by law. The holders of outstanding shares of Redeemable Preferred Stock may, in their sole discretion, determine not to elect a

Director as provided herein from time to time, and during any such period the Board of Directors nonetheless shall be deemed duly constituted.

(b) No Voting Generally. Except as set forth above with respect to the election of a Director by the holders of Redeemable Preferred Stock, the holders of Redeemable Preferred Stock shall not be entitled to vote on any matters except to the extent otherwise required under the Georgia Business Corporation Code.

3. Dividends. The holders of outstanding shares of Redeemable Preferred Stock shall be entitled to receive, out of any funds legally available therefor, cumulative dividends at the per share rate of 5% of the Redeemable Preference Amount (as defined below) per annum per share of Redeemable Preferred Stock (as adjusted for subsequent stock splits, stock dividends, recapitalizations or like with respect to each share) from the date of original issuance of such share, which dividends shall accrue daily in arrears and be compounded quarterly, whether or not such dividends are declared by the Board of Directors and paid.

Notwithstanding the foregoing, no dividend shall be declared or paid unless and until the Senior Debt and the Subordinated Debt have been paid in full, including any permitted refinancings thereof as provided for in and limited by the Debt Subordination Agreement; unless such dividends and payments are otherwise permitted under the terms of the Equity Subordination Agreement.

4. Liquidation; Merger, etc.

(a) Redeemable Liquidation Preference. Upon any Liquidation Event, each holder of outstanding shares of Redeemable Preferred Stock shall be entitled to be paid in cash, before any amount shall be paid or distributed to the holders of Junior Stock, an amount per share of Redeemable Preferred Stock equal to (i) $0.50, plus (ii) any accrued but unpaid dividends on such shares of Redeemable Preferred Stock plus (iii) any accrued and unpaid dividends on shares of Series A Preferred Stock converted into such shares of Redeemable Preferred Stock that were accrued and/or declared between the effective date of these Amended and Restated Articles of Incorporation and the date of such conversion (such amount to be adjusted appropriately for stock splits, stock dividends, recapitalizations and the like) (the "Redeemable Preference Amount"). If the amounts available for distribution by the Corporation to holders of Redeemable Preferred Stock upon a Liquidation Event are not sufficient to pay the aggregate Redeemable Preference Amount due to such holders, such holders shall share ratably in any distribution in proportion to the full respective preferential amounts to which they are entitled. The Series A Preferred Stock, Series B Preferred Stock and Redeemable Preferred Stock shall be pari passu (based on liquidation preferences) with respect to any Liquidation Event (or deemed Liquidation Event).

(b) Remaining Assets. After the payment of all preferential amounts required to be paid to the holders of the Redeemable Preferred Stock and any other class or series of stock of the Corporation ranking on liquidation on a parity with the Redeemable Preferred Stock, the remaining assets and funds of the Corporation available

for distribution to its shareholders shall be distributed among the holders of shares of Junior Stock then outstanding.

5. Redemption.

(a) Redemption Events.

(i) Automatic. Immediately upon and as of, and in all cases subject to, the closing of a QPO, the Corporation shall redeem all (and not less than all) of the outstanding shares of Redeemable Preferred Stock at the Redeemable Redemption Price specified in Section C.5(b).

(ii) Upon Occurrence of Extraordinary Transactions. Upon the election of the holder(s) of not less than 66 2/3% of the voting power of the outstanding shares of Redeemable Preferred Stock (a "Redeemable Two Thirds Interest") (or a Series A Two Thirds Interest of the Series A Preferred Stock, as applicable, proposing to convert in order to effect a redemption of the Redeemable Preferred Stock upon such conversion hereunder) to have the Redeemable Preferred Stock redeemed or otherwise to participate in accordance with Section A. 5(a) in connection with an Extraordinary Transaction, then, as part of and as a condition to the effectiveness of such Extraordinary Transaction, the Corporation shall, on the effective date of such Extraordinary Transaction, either (x) redeem all (and not less than all, other than pursuant to Section C.5(c) below) of the outstanding shares of Redeemable Preferred Stock for an amount equal to the Redeemable Preference Amount, such amount to be payable in cash, and no payment shall be made to the holders of the Common Stock or any stock ranking with regard to dividend rights, rights upon a Liquidation Event or an Extraordinary Transaction or redemption rights junior to the Redeemable Preferred Stock unless such amount is paid in full or (y) have such Redeemable Preferred Stock acquired in such Extraordinary Transaction on terms giving effect to the preferential amount to which the Redeemable Preferred Stock would be entitled in connection with a Liquidation Event hereunder or otherwise as agreed to by the holders of a Redeemable Two Thirds Interest. The foregoing election shall be made by such holders giving the Corporation and each other holder of Redeemable Preferred Stock (or Series A Preferred Stock, as applicable) not less than five (5) days' prior written notice, which notice shall set forth the date for such redemption.

Notwithstanding the foregoing, the Redeemable Preferred Stock may not be redeemed, automatically or at the election of a Redeemable Two Thirds Interest or otherwise participate in connection with an Extraordinary Transaction, unless and until the Senior Debt and the Subordinated Debt have been paid in full, including any permitted refinancings thereof as provided for in and limited by the Debt Subordination Agreement.

(b) Redemption Date and Price. Upon the election of the holders of not less than a Redeemable Two Thirds Interest to cause the Corporation to redeem the Redeemable Preferred Stock or otherwise to participate in an Extraordinary Transaction pursuant to Section C.5(a)(ii), all holders of Redeemable Preferred Stock shall be deemed

to have elected to cause the Redeemable Preferred Stock subject to such election to be so redeemed or to so participate. Any date which a redemption or other acquisition actually occurs in accordance with Section C.5(a) shall be referred to as a "Redeemable Redemption Date." The redemption/purchase price for each share of Redeemable Preferred Stock redeemed pursuant to this Section C.5 shall be the per share Redeemable Preference Amount (the "Redeemable Redemption Price"); provided, however, that if at a Redeemable Redemption Date shares of Redeemable Preferred Stock are unable to be redeemed (as contemplated by Section C.5(c) below), then holders of Redeemable Preferred Stock shall also be entitled to interest and dividends pursuant to Sections C.5(d) and (f) below. The aggregate Redeemable Redemption Price shall be payable in cash in immediately available funds on the Redeemable Redemption Date. Until the aggregate Redeemable Redemption Price, including any interest thereon, has been paid in cash for all shares of Redeemable Preferred Stock redeemed or purchased as of the applicable Redeemable Redemption Date: (A) no dividend whatsoever shall be paid or declared, and no distribution shall be made, on any capital stock of the Corporation; and (B) except as provided in Section A.8(a), no shares of capital stock of the Corporation (other than the Redeemable Preferred Stock in accordance with this Section C.5) shall be purchased, redeemed or acquired by the Corporation and no payment shall be made or set aside or made available for a sinking fund for the purchase, redemption or acquisition thereof.

(c) Insufficient Funds. If the funds of the Corporation legally available to redeem shares of Redeemable Preferred Stock on the Redeemable Redemption Date are insufficient to redeem the total number of such shares required to be redeemed on such date, the Corporation shall (i) take any action necessary or appropriate, to the extent reasonably within its control and permissible under applicable law, to remove promptly any impediments to its ability to redeem the total number of shares of Redeemable Preferred Stock required to be so redeemed and (ii) in any event, use any funds that are legally available to redeem the maximum possible number of such shares from the holders of such shares to be redeemed in proportion to the respective number of such shares that otherwise would have been redeemed if all such shares had been redeemed in full. At any time thereafter when additional funds of the Corporation are legally available to redeem such shares of Redeemable Preferred Stock, the Corporation shall immediately use such funds to redeem the balance of the shares that the Corporation has become obligated to redeem on the Redeemable Redemption Date (but which it has not redeemed) at the Redeemable Redemption Price.

(d) Interest. If any shares of Redeemable Preferred Stock are not redeemed on the Redeemable Redemption Date for any reason, all such unredeemed shares shall remain outstanding and entitled to all the rights and preferences provided herein, and the Corporation shall pay interest on the Redeemable Liquidation Preference applicable to such unredeemed shares at an aggregate per annum rate equal to ten percent (10%), with such interest to accrue daily in arrears and to be compounded quarterly; provided, however, that in no event shall such interest exceed the Maximum Permitted Rate. In the event that fulfillment of any provision hereof results in such rate of interest being in excess of the Maximum Permitted Rate, the amount of interest required to be paid hereunder shall automatically be reduced to eliminate such excess; provided, however, that any subsequent increase in the Maximum Permitted Rate shall be

retroactively effective to the applicable Redeemable Redemption Date to the extent permitted by law.

(e) Dividend After Redemption Date. In the event that shares of Redeemable Preferred Stock required to be redeemed are not redeemed and continue to be outstanding, such shares shall continue to be entitled to dividends and interest thereon as provided in Sections C.3 and C.5(d) until the date on which the Corporation actually redeems such shares.

(f) Surrender of Certificates. Each holder of shares of Redeemable Preferred Stock to be redeemed shall surrender the certificate or certificates representing such shares to the Corporation, duly assigned or endorsed for transfer (or accompanied by duly executed stock powers relating thereto), or shall deliver an affidavit of loss with respect to such certificates at the principal executive office of the Corporation or such other place as the Corporation may from time to time designate by notice to the holders of Redeemable Preferred Stock (or the holders of Series A Convertible Preferred Stock, as applicable), and each surrendered certificate shall be canceled and retired and the Corporation shall thereafter make payment of the applicable Redeemable Redemption Price by certified check or wire transfer, provided, however, that if the Corporation has insufficient funds legally available to redeem all shares of Redeemable Preferred Stock required to be redeemed, each holder shall, in addition to receiving the payment of the portion of the aggregate Redeemable Redemption Price that the Corporation is not legally prohibited from paying to such holder by certified check or wire transfer, receive a new stock certificate for those shares of Redeemable Preferred Stock not so redeemed.

6. Notice. In the event that the Corporation provides or is required to provide notice to any holder of Common Stock in accordance with the provisions of these Amended and Restated Articles of Incorporation and/or the Corporation's by-laws, the Corporation shall at the same time provide a copy of any such notice to each holder of outstanding shares of Redeemable Preferred Stock.

7. No Reissuance of Redeemable Preferred Stock. No share or shares of Redeemable Preferred Stock acquired by the Corporation by reason of redemption, purchase, conversion, exchange or otherwise shall be reissued, and all such shares shall be canceled, retired and eliminated from the shares which the Corporation is authorized to issue.

8. Covenants. So long as any shares of Redeemable Preferred Stock are outstanding the provisions of Section A.8 of this Article IV shall apply to all shares of Redeemable Preferred Stock as if such shares were shares of Series A Preferred Stock, with each share of Redeemable Preferred Stock entitled to one vote per share.

D. COMMON STOCK

1. Voting. The holder of each share of Common Stock shall be entitled to one vote for each such share as determined on the record date for the vote or consent of shareholders and, for so long as any shares of Series A Preferred Stock and Series B

Preferred Stock remain outstanding, shall vote together with the holders of the Series A Preferred Stock and Series B Preferred Stock as a single class upon any items submitted to a vote of shareholders, except as otherwise provided herein. Notwithstanding the provisions of Section 14-2-1004(a)(1) of the Georgia Business Corporation Code, as amended, the number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of a majority of the outstanding shares of Common Stock, Series A Preferred Stock and Series B Preferred Stock voting together as a single class.

2. Dividends. Subject to the payment in full of all preferential dividends to which the holders of the Series A Preferred Stock and the Redeemable Preferred Stock are entitled hereunder, the holders of Common Stock shall be entitled to receive dividends out of funds legally available therefor at such times and in such amounts as the Board of Directors may determine in its sole discretion, with holders of Series A Preferred Stock and Series B Preferred Stock on an as-converted basis and Common Stock sharing pari passu in such dividends, as contemplated by Section A.3.

Notwithstanding the foregoing, no dividend shall be declared or paid unless and until the Senior Debt and the Subordinated Debt have been paid in full, including any permitted refinancings thereof as provided for in and limited by the Debt Subordination Agreement; unless such dividends and payments are otherwise permitted under the terms of the Equity Subordination Agreement.

3. Liquidation. Upon any Liquidation Event, after the payment or provision for payment of all debts and liabilities of the Corporation and all preferential amounts to which the holders of Series A Preferred Stock, Series B Preferred Stock and Redeemable Preferred Stock are entitled with respect to the distribution of assets in liquidation, the holders of Common Stock shall be entitled to share ratably in the remaining assets of the Corporation available for distribution, as contemplated by Section A.4, Section B.4 and Section C.4.

ARTICLE V

In furtherance of and not in limitation of powers conferred by statute, it is further provided:

1. Election of Directors need not be by written ballot unless the by-laws of the Corporation so provide.

2. The Board of Directors is expressly authorized to adopt, amend or repeal the by-laws of the Corporation to the extent specified therein.

ARTICLE VI

Meetings of shareholders may be held within or without the State of Georgia, as the by-laws may provide.

ARTICLE VII

To the extent permitted by law, the books of the Corporation may be kept outside the State of Georgia at such place or places as may be designated in the by-laws of the Corporation or from time to time by its Board of Directors.

ARTICLE VIII

A Director of the Corporation shall not be personally liable to the Corporation or its shareholders for monetary damages for any action taken, or any failure to take any action, as a director, except liability (a) for any appropriation, in violation of his or her duties, of any business opportunity of the corporation, (b) for acts or omissions which involve intentional misconduct or a knowing violation of law, (c) for the types of liability set forth under Section 14-2-832 of the Georgia Business Corporation Code, or (d) for any transaction from which the director received an improper personal benefit; provided that no such provision shall eliminate or limit the liability of a director for any act or omission occurring prior to the date when such provision becomes effective. If the Georgia Business Corporation Code is amended after the effective date of these Amended and Restated Articles of Incorporation to authorize corporate action further eliminating or limiting the personal liability of Directors, then the liability of a Director of the Corporation shall be eliminated or limited to the fullest extent permitted by the applicable laws of the State of Georgia.

Any repeal or modification of this Article VIII by the shareholders of the Corporation or by an amendment to the Georgia Business Corporation Code shall not adversely affect any right or protection existing at the time of such repeal or modification with respect to any acts or omissions occurring either before such repeal or modification of a person serving as a Director prior to or at the time of such repeal or modification.

ARTICLE IX

Except as otherwise provided herein, the Corporation reserves the right to amend, alter, change or repeal any provision contained in these Amended and Restated Articles of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon shareholders herein are granted subject to this reservation.

ARTICLE X

The annual election of directors may be taken without a meeting if all the shareholders entitled to vote thereon consent thereto in writing. Except as provided above, any action required to be taken, or which may be taken, at a meeting of the shareholders may be taken without a meeting if written consent, setting forth the action taken, is signed by persons who would be entitled to vote shares having voting power to cast not less than the minimum number (or numbers, in the case of voting by groups) of votes that would be necessary to authorize or take such action at a meeting at which all shares were present and voted. No written consent shall be effective unless, within sixty (60) days of the earliest dated consent delivered pursuant to O.C.G.A. §14-2-704, written consents signed by a sufficient number of shareholders are delivered to the Corporation. Notice shall be given within ten (10) days of the taking of action without a meeting by

less than unanimous written consent to those shareholders on the record date whose shares were not represented by the written consent.

[SIGNATURE APPEARS ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned has executed these Amended and Restated Articles of Incorporation this 28th day of May, 2004.

/s/ Richard D. Tadler

Richard D. Tadler, Sole Director

[Signature Page to Amended and Restated Articles]

Secretary of State
Corporations Division
Suite 315, West Tower
2 Martin Luther King Jr. Dr.
Atlanta, Georgia 30334-1530

DOCKET NUMBER	:	973020550
CONTROL NUMBER	:	9701151
EFFECTIVE DATE	:	10/29/1997
REFERENCE	:	0045
PRINT DATE	:	10/29/1997
FORM NUMBER	:	111

ALSTON & BIRD
JAN R. EZELL
1201 WEST PEACHTREE STREET
ATLANTA, GA 303093424

CERTIFICATE OF AMENDMENT

I, Lewis A. Massey, the Secretary of State and the Corporation Commissioner of the State of Georgia, do hereby certify under the seal of my office that

YOUTH AND FAMILY CENTERED SERVICES, INC.
A DOMESTIC PROFIT CORPORATION

has filed articles of amendment in the office of the Secretary of State and has paid the required fees as provided by Title 14 of the Official Code of Georgia Annotated. Attached hereto is a true and correct copy of said articles of amendment.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on the date set forth above.

[SEAL]

/s/ Lewis A. Massey
Lewis A. Massey
Secretary of State

ARTICLES OF AMENDMENT
OF
YOUTH AND FAMILY CENTERED SERVICES, INC. 9701151

ARTICLE ONE

The name of the corporation is Youth and Family Centered Services, Inc.

ARTICLE TWO

The first paragraph of Article Two of the Articles of Incorporation is hereby deleted in its entirety, and the following new paragraph is hereby substituted in lieu thereof:

"The total number of shares of all classes which the Corporation has authority to issue is thirty-one million (31,000,000) shares of capital stock, of which thirty million (30,000,000) shares shall be common stock with a par value of $.001 a share (the "Common Stock") and one million (1,000,000) shares shall be preferred stock with a par value of $.001 a share (the "Preferred Stock")."

ARTICLE THREE

The foregoing amendment was adopted by unanimous written consent of the shareholders of the corporation effective as of October 29, 1997, in accordance with the provisions of Section 14-2-1003 of the Georgia Business Corporation Code.

IN WITNESS WHEREOF, the undersigned has caused these Articles of Amendment to be duly executed this 29 day of October, 1997.

YOUTH AND FAMILY CENTERED SERVICES, INC.

By: /s/ J. MACK NUNN
Name: J. MACK NUNN
Title: Secretary

AD972990.018

Secretary of State
Corporations Division
Suite 315, West Tower
2 Martin Luther King Jr. Dr.
Atlanta, Georgia 30334-1530

DOCKET NUMBER	:	971750369
CONTROL NUMBER	:	9701151
EFFECTIVE DATE	:	06/24/1997
REFERENCE	:	0045
PRINT DATE	:	06/24/1997
FORM NUMBER	:	411

ALSTON & BIRD
PETER NOVEMBER
1201 W. PEACHTREE ST.
ATLANTA, GA 30309

CERTIFICATE OF MERGER

I, Lewis A. Massey, the Secretary of State of the State of Georgia, do hereby issue this certificate pursuant to Title 14 of the Official Code of Georgia Annotated certifying that articles or a certificate of merger and fees have been filed regarding the merger of the below entities, effective as of the date shown above. Attached is a true and correct copy of said filing.

Surviving Entity:
YOUTH AND FAMILY CENTERED SERVICES, INC., a Georgia corporation

Nonsurviving Entity/Entities:
MILLCREEK MERGER SUB CORPORATION, a Georgia corporation

/s/ Lewis A. Massey
Lewis A. Massey
Secretary of State

[SEAL]

971750369

CERTIFICATE OF MERGER

OF

MILLCREEK MERGER SUB CORPORATION 9720307

WITH AND INTO

YOUTH AND FAMILY CENTERED SERVICES, INC. 9701151

Pursuant to the provisions of Section 14-2-1105(b) of the Georgia Business Corporation Code, this Certificate of Merger is hereby executed:

1. Pursuant to the Plan of Merger, dated as of June 24 1997, at the effective time set forth in Paragraph 6 of this Certificate of Merger, MillCreek Merger Sub Corporation (“MMSC”), a Georgia corporation, will merge (the “Merger”) with and into Youth and Family Centered Services, Inc., (“YFCS”), a Georgia corporation.

2. FCS will not amend its Articles of Incorporation as a result of the Merger.

3. The executed Plan of Merger is on file at YFCS’s principal place of business located at 12 Piedmont Center, Suite 210, Atlanta, Georgia 30305; telephone (404) 816-3255.

4. YFCS shall furnish a copy of the Plan of Merger, on request and without cost, to any shareholder of either YFCS or MMSC.

5. Shareholders of YFCS and MMSC duly approved the Plan of Merger.

6. The Merger takes effect when this Certificate of Merger is filed.

7. The undersigned certifies that YFCS will deliver the request for publication of a notice of filing of this Certificate of Merger, together with payment, as required by Section 14-2-1105.1 of the Georgia Business Corporation Code.

IN WITNESS WHEREOF, the surviving corporation from the Merger has caused this Certificate of Merger to be executed in its name by a duly authorized officer as of the 24th day of June, 1997.

YOUTH AND FAMILY CENTERED SERVICES, INC.

By: /s/ Kevin P. Sheehan
Kevin P. Sheehan, President

AA971630.031

Secretary of State
Corporation Division
Suite 315, West Tower
2 Martin Luther King Jr. Dr.
Atlanta, Georgia 30334-1530

DOCKET NUMBER	:	971130900
CONTROL NUMBER	:	9701151
EFFECTIVE DATE	:	04/23/1997
REFERENCE	:	0045
PRINT DATE	:	04/23/1997
FORM NUMBER	:	111

ALSTON & BIRD
LISA M. DURHAM
1201 W. PEACHTREE ST.
ATLANTA, GA 30309

CERTIFICATE OF AMENDMENT

I, Lewis A. Massey, the Secretary of State and the Corporation Commissioner of the State of Georgia, do hereby certify under the seal of my office that

YOUTH AND FAMILY CENTERED SERVICES, INC.
A DOMESTIC PROFIT CORPORATION

has filed articles of amendment in the office of the Secretary of State and has paid the required fees as provided by Title 14 of the Official Code of Georgia Annotated. Attached hereto is a true and correct copy of said articles of amendment.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on the date set forth above.

[SEAL]

/s/ Lewis A. Massey
Lewis A. Massey
Secretary of State

ARTICLES OF AMENDMENT
OF
YOUTH AND FAMILY CENTERED SERVICES, INC.

ARTICLE ONE

The name of the corporation is Youth and Family Centered Services, Inc.

ARTICLE TWO

The first paragraph of Article Two of the Articles of Incorporation is hereby deleted in its entirety, and the following new paragraph is hereby substituted in lieu thereof:

"The total Dumber of shares of all classes which the Corporation has authority to issue is twenty-one million (21,000,000) shares of capital stock, of which twenty million (20,000,000) shares shall be common stock with a par value of $.001 a share (the "Common Stock") and one million (1,000,000) shares shall be preferred stock with a par value of $.001 a share (the "Preferred Stock")."

ARTICLE THREE

The foregoing amendment was adopted by unanimous written consent of the shareholders of the corporation effective as of April 23, 1997, in accordance with the provisions of Section 14-2-1003 of the Georgia Business Corporation Code.

IN WITNESS WHEREOF, the undersigned has caused these Articles of Amendment to be duly executed this 23rd day of April, 1997.

YOUTH AND FAMILY CENTERED SERVICES, INC.

By: /s/ KEVIN P. SHEEHAN
Name: KEVIN P. SHEEHAN
Title: President & CEO.

AD971060.077

Secretary of State
Business Information and Services
Suite 315, West Tower
2 Martin Luther King Jr. Dr.
Atlanta, Georgia 30334-1530

CONTROL NUMBER	:	9701151
EFFECTIVE DATE	:	01/10/1997
COUNTY	:	FULTON
REFERENCE	:	0045
PRINT DATE	:	01/10/1997
FORM NUMBER	:	0311

ALSTON & BIRD
JONATHAN W. LOWE
1201 WEST PEACHTREE ST.
ATLANTA, GA 30309

CERTIFICATE OF INCORPORATION

I, the Secretary of State and the Corporation Commissioner of the State of Georgia, do hereby certify under the seal of my office that

YOUTH AND FAMILY CENTERED SERVICES, INC.
A DOMESTIC PROFIT CORPORATION

has been duly incorporated under the laws of the State of Georgia on the effective date stated above by the filing of articles of incorporation in the office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on the date set forth above.

[SEAL]

/s/ Lewis A. Massey
Lewis A. Massey
Secretary of State

ARTICLES OF INCORPORATION
OF
YOUTH AND FAMILY CENTERED SERVICES, INC.

ARTICLE ONE

Name

The name of the corporation is Youth and Family Centered Services, Inc.

ARTICLE TWO

Authorized Shares

The total number of shares of all classes which the Corporation has authority to issue is twenty thousand (20,000) shares of capital stock, of which ten thousand (10,000) shares shall be common stock with a par value of $.001 per share (the "Common Stock") and ten thousand (10,000) shares shall be preferred stock with a par value $.001 per share (the "Preferred Stock").

The designations and the preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends, qualifications, and terms and conditions of redemption of the shares of each class of stock are as follows:

Common Stock

Subject to all of the rights of the Preferred Stock as expressly provided herein, by law or by the Board of Directors pursuant to this Article Two, the Common Stock of the Corporation shall possess all such rights and privileges as are afforded to capital stock by applicable law in the absence of any express grant of rights or privileges in the Corporation's Articles of Incorporation, including, but not limited to, the following rights and privileges:

(a) dividends may be declared and paid or set apart for payment upon the Common Stock out of any assets or funds of the Corporation legally available for the payment of dividends;

(b) the holders of Common Stock shall have the right to vote for the election of directors and on all other matters requiring stockholder action, each share being entitled to one vote; and

(c) upon the voluntary or involuntary liquidation, dissolution or winding-up of the Corporation, the net assets of the Corporation available for distribution shall be distributed pro rata to the holders of the Common Stock in accordance with their respective rights and interests.

Preferred Stock

The Preferred Stock may be issued from time to time by the Board of Directors as shares of one or more series. The description of shares of each series of Preferred Stock, including any preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends, qualifications, and terms and conditions of redemption shall be as set forth in resolutions adopted by the Board of Directors, and articles of amendment shall be filed with the Georgia Secretary of State as required by law to be filed with respect to issuance of such Preferred Stock, prior to the issuance of any shares of such series.

The Board of Directors is expressly authorized, at any time, by adopting resolutions providing for the issuance of, or providing for a change in the number of, shares of any particular series of Preferred Stock and, if and to the extent from time to time required by law, by filing articles of amendment which are effective without shareholder action to increase or decrease the number of shares included in each series of Preferred Stock, but not below the number of shares then issued, and to set or change in any one or more respects the designations, preferences, conversion or other rights, voting powers, restrictions, limitations as to dividends, qualifications, or terms and conditions of redemption relating to the shares of each such series. Notwithstanding the foregoing, the Board of Directors shall not be authorized to change the right of holders of the Common Stock of the Corporation to vote one vote per share on all matters submitted for shareholder action. The authority of the Board of Directors with respect to each series of Preferred Stock shall include, but not be limited to, setting or changing the following:

(a) the annual dividend rate, if any, on shares of such series, the items of payment and the date from which dividends shall be accumulated, if dividends are to be cumulative;

(b) whether the shares of such series shall be redeemable and, if so, the redemption price and the terms and conditions of such redemption;

(c) the obligation, if any, of the Corporation to redeem shares of such series pursuant to a sinking fund;

(d) whether shares of such series shall be convertible into, or exchangeable for, shares of stock of any other class or classes and, if so, the terms and conditions of such conversion or exchange, including the price or prices or the rate or rates of conversion or exchange and the terms of adjustment, if any:

(e) whether the shares of such series shall have voting rights, in addition to the voting rights provided by law, and, if so, the extent of such voting rights;

(f) the rights of the shares of such series in the event of voluntary or involuntary liquidation, dissolution or winding-up of the Corporation; and

(g) any other relative rights, powers, preferences, qualifications, limitations or restrictions thereof relating to such series.

The shares of Preferred Stock of any one series shall be identical with each other in all respects except as to the dates from and after which dividends thereon shall cumulate, if cumulative.

ARTICLE THREE

Registered Office and Agent

The initial registered office of the corporation is located at Alston & Bird, One Atlantic Center, 1201 West Peachtree Street, Fulton County, Atlanta, Georgia, 30309. The initial registered agent of the corporation at its registered office is Sidney J. Nurkin.

AD970080.147

ARTICLE FOUR

Incorporator

The name and address of the incorporator is as follows:

Jonathan W. Lowe
Alston & Bird
One Atlantic Center
1201 West Peachtree Street
Atlanta, Georgia 30309-3424

ARTICLE FIVE

Principal Office

The mailing address of the initial principal office of the corporation is Twelve Piedmont Center, Suite 210, Atlanta, Georgia 30305.

ARTICLE SIX

Limitation of Director Liability

6.1 A director of the corporation shall not be liable to the corporation or its shareholders for monetary damages for any action taken, or any failure to take any action, as a director, except liability (i) for any appropriation, in violation of his duties, of any business opportunity of the corporation, (ii) for acts or omissions which involve intentional misconduct or a knowing violation of law, (iii) of the types set forth in Section 14-2-832 of the Georgia Business Corporation Code, or (iv) for any transaction from which the director received an improper personal benefit.

6.2 Any repeal or modification of the provisions of this Article by the shareholders of the corporation shall be prospective only, and shall not adversely affect any limitation on the liability of a director of the corporation with respect to any act or omission occurring prior to the effective date of such repeal or modification.

6.3 If the Georgia Business Corporation Code is hereafter amended to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the corporation, in addition to the limitation on liability provided herein, shall be limited to the fullest extent permitted by the Georgia Business Corporation Code, as so amended.

6.4 In the event that any of the provisions of this Article (including any provision within a single sentence) is held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions are severable and shall remain enforceable to the fullest extent permitted by law.

ARTICLE SEVEN

Constituency Considerations

In discharging the duties of their respective positions and in determining what is believed to be in the best interests of the corporation, the Board of Directors, committees of the Board of Directors, and individual directors, in addition to considering the effects of any action on the corporation or its shareholders, may consider the interests of the employees, customers, suppliers, and creditors of the corporation and its subsidiaries, the communities in which offices or other establishments of the corporation and its subsidiaries are located, and all other factors such directors consider pertinent; provided, however, that this article shall be deemed solely to grant discretionary authority to the directors and shall not be deemed to provide to any constituency, any right to be considered.

ARTICLE EIGHT

Shareholder Action by Less Than Unanimous Written Consent

Any action that is required or permitted to be taken at a meeting of the shareholders may be taken without a meeting if the action is taken by persons who would be entitled to vote at a meeting shares having voting power to cast not less than the minimum number (or numbers, in the case of voting by groups) of votes that would be necessary to authorize or take such action at a

meeting at which all shareholders entitled to vote were present and voted. The action must be evidenced by one or more written consents describing the action taken, signed by shareholders entitled to take action without a meeting and delivered to the corporation for inclusion in the minutes or filing with the corporate records.

IN WITNESS WHEREOF, the undersigned executes these Articles of Incorporation this 10th day of January, 1996.

/s/ Jonathan W. Lowe
Jonathan W. Lowe
Incorporator

ALSTON & BIRD
One Atlantic Center
1201 West Peachtree Street
Atlanta, Georgia 30309-3424
(404) 881-7000

AD970080.147

Business Services and Regulation
Suite 315, West Tower
2 Martin Luther King, Jr. Drive
Atlanta, Georgia 30334-1530
(404) 656-2817

[SEAL]
MAX CLELAND
Secretary of State
State of Georgia

TRANSMITTAL INFORMATION FOR GEORGIA
PROFIT OR NONPROFIT CORPORATIONS

DO NOT WRITE IN SHADED AREA - SOS USE ONLY

DOCKET 970100891 PENDING CONTROL # P166591 CONTROL # 9-701151

Docket Code 311 Corporation Type DP

Date Filed 1-10-97 Amount Received $ 160,00 Check/Receipt #

Jurisdiction (County) Code 060

Examiner L15 Date Completed

NOTICE TO APPLICANT: PRINT PLAINLY OR TYPE REMAINDER OF THIS FORM.
INSTRUCTIONS ARE ON THE BACK OF THIS FORM.

1. 963310948
Corporate Name Reservation Number

Youth and Family Centered Services, Inc.
Corporate Name (exactly as appears on name reservation)

2. Jonathan W. Lowe, Esq. (404) 881-7555
Applicant/Attorney Telephone Number

Alston & Bird, 1201 West Peachtree Street
Address

Atlanta Georgia 30309-3424
City State Zip Code

3. NOTICE: THIS FORM DOES NOT REPLACE THE ARTICLES OF INCORPORATION. MAIL OR DELIVER DOCUMENTS AND THE SECRETARY OF STATE FILING FEE TO THE ABOVE ADDRESS. DOCUMENTS SHOULD BE SUBMITTED IN THE FOLLOWING ORDER. (A COVER LETTER IS NOT REQUIRED.)

1. FORM 227 • TRANSMITTAL FORM (ATTACH SECRETARY OF STATE FILING FEE OF $60.00 TO THIS FORM)
2. ORIGINAL ARTICLES OF INCORPORATION
3. ONE COPY OF ARTICLES OF INCORPORATION

I understand that the information on this form will be entered in the Secretary of State business registration database. I certify that a Notice of Incorporation or a Notice of Intent to incorporate with a publishing fee of $40.00 has been or will be mailed or delivered to the authorized newspaper as required by law.

/s/ Illegible Signature 1/10/97
Authorized Signature Date

BSR Form 227 1:2531

Exhibit 3.114

FIRST AMENDMENT TO
BYLAWS
OF
YOUTH AND FAMILY CENTERED SERVICES, INC..

The Bylaws of Youth and Family Centered Services, Inc., a Georgia corporation, (the "Corporation") are amended as follows:

1. Section 3.2 of Article III of the Bylaws is hereby amended and restated in its entirety to read as follows:

3.2 Number and Election. The number of directors of the Corporation shall be one or more, who will be elected at the annual shareholder meeting or such other time as the shareholder may determine. Each director shall hold office until such director's successor is elected and qualified or until such director's earlier resignation or removal.

2. Except as otherwise set forth herein, all other provisions of the Corporation's Bylaws shall remain in full force and effect.

I certify that the foregoing First Amendment to the Bylaws of the Corporation was approved by its Shareholder on September 30, 2011.

Effective this 30 day of September, 2011.

By: /s/ Christopher L. Howard
Christopher L. Howard
Vice President and Secretary

5000851.1

BYLAWS
OF
ACADIA – YFCS ACQUISITION COMPANY, INC.,
A GEORGIA CORPORATION

ARTICLE I
OFFICES

1.1 Registered Office. The registered office of the corporation is located at 3675 Crestwood Parkway, Suite 350, Duluth, Georgia, and the registered agent in charge thereof is National Registered Agents, Inc. The corporation's board of directors (the "Board") may change the location of the registered office to any place inside the State of Georgia and may chance the registered agent to any person resident to the State of Georgia.

1.2 Principal Executive Office. The corporation's principal executive office are located at 2849 Paces Ferry Road, Suit 750 in Atlanta, Georgia. The Board may change the location of the principal executive office to any place inside or outside the State of Georgia.

1.3 Other Offices. The corporation may at any time establish branch or subordinate offices at any place or places where the corporation is qualified to do business.

ARTICLE II
SHAREHOLDER

2.1 Place of Meetings. All meetings of the shareholder, whether annual or special, will be held at the offices of the corporation or at such other place as may be fixed from time to time by the Board.

2.2 Annual Meeting. Annual shareholder meetings will be held on the date and time designated by the Board. The chairman of the Board will preside at all annual shareholder meetings.

2.3 Special Meetings. A special shareholder meeting may be called at any time by the shareholder or the Board. The persons calling the meeting will make a request in writing to the secretary, specifying a time and date for the proposed meeting and describing all purposes for which the meeting is called. The chairman of the Board will preside at all special shareholder meetings.

2.4 Notice of Meetings; Time and Content. The corporation's secretary will give notice of shareholder meetings to the shareholder not less than ten (10) days before the meeting date, (a) specifying the place, date, and hour of the meeting, (b) describing, for special meetings, all purposes for which the meeting is called, and (b) describing, for annual meetings, any matters that the shareholder or the Board intends, at the time of giving the notice, to present for action by the shareholder.

2.5 Manner of Notice. Notice of any shareholder meeting must be (a) in writing and (b) given personally to the recipient, by first-class mail (postage prepaid and return receipt requested), nationally recognized overnight private carrier (charges prepaid) or by facsimile transmission (with confirmation of delivery retained), delivered to the shareholder at the address or facsimile number appearing on the corporation's books or otherwise specified for purposes of notice. Notice will be deemed given at the time of personal delivery, deposited in the mail or with an overnight carrier or transmitted via facsimile transmission.

2.6 Adjourned Meetings; Notice. Shareholder meetings may be adjourned from time to time by the shareholder; in the absence of a quorum, no other business may be transacted, except as specifically authorized in this code of regulations. If a meeting is adjourned to another time or place, new

notice is not required if the new time and place were announced at the original meeting. If a new record date is set, the secretary will deliver new notice to the shareholder and the Board in the same manner as other notices of meetings. At an adjourned meeting, the corporation may transact any business that would be proper at the original meeting.

2.7 Quorum. The presence in person of the shareholder at any shareholder meeting will constitute a quorum for the transaction of business. The shareholder may attend shareholder meetings by means of teleconference device as long as all attendees are able to hear and be heard by all other attendees at the meeting, and such attendance will be deemed to be presence in person at the meeting.

2.8 Voting. Except as otherwise provided by law, each outstanding share is entitled to one vote on each matter submitted to a vote of the shareholder. Any vote may be made by voice vote or by ballot. If a quorum is present at a shareholder meeting, the affirmative vote of a majority of the shares represented and voting, will be the act of the shareholder.

2.9 Action by Written Consent without a Meeting. Any action required or permitted to be taken at any shareholder meeting may be taken without a meeting, if a written consent to such action is signed by the shareholder and filed with the corporate records.

ARTICLE III
THE BOARD OF DIRECTORS

3.1 Powers. The business and affairs of the corporation shall be managed by or under the direction of the Board, which may exercise all such powers of the corporation and do all such acts and things as are not directed or required to be exercised or done by the shareholder by the Georgia Business Corporation Code, codified as Title XIV, Chapter 2 of the Official Code of the State of Georgia (the "GBCC"), the corporation's articles of incorporation or these bylaws.

3.2 Number and Election. The corporation will have five (5) directors, who will be elected at the annual shareholder meeting or such other time as the shareholder may determine, and each director shall hold office until his successor is elected and qualified or until his earlier resignation or removal.

3.3 Resignation; Removal; Vacancies. Any director may resign at any time by so notifying the shareholder and the corporation's secretary (if any) in writing, and such resignation shall be effective upon receipt of such notice or at such later time specified therein. Any director may be removed with or without cause by the shareholder at any time. If the office of any director or directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office, or otherwise, or a new directorship is created, the shareholder will choose a successor, who shall hold office for the unexpired term or until the next election of directors.

3.4 Compensation of Directors. Directors, as such, may receive such stated salary for their services and/or such fixed sums and expenses of attendance for attendance at each regular or special meeting of the Board as may be established by resolution of the shareholder; *provided that* nothing herein contained precludes any director from serving the corporation in any other capacity and receiving compensation therefor.

3.5 Board Meetings. Regular and special Board meetings may be held at any time within or outside of the State of Georgia as the Board may determine, or as may be fixed in the respective notices or waivers of notice of such meetings.

3.6 Notice of Meetings; Time and Content. The corporation's secretary will give notice of Board meetings to the directors (a) specifying the place, date, and hour of the meeting, (b) describing, for special meetings, all purposes for which the meeting is called, and (b) describing, for regular meetings,

any matters that the director or officers intent, at the time of giving the notice, to present for action by the director.

3.7 Manner of Notice. Notice of any Board meeting must be (a) in writing and (b) given personally to the director, by first-class mail (postage prepaid and return receipt requested), nationally recognized overnight private carrier (charges prepaid) or by facsimile transmission (with confirmation of delivery retained), delivered to the director at the address or facsimile number appearing on the corporation's books or otherwise specified by the director for purposes of notice. Notice will be deemed given at the time of personal delivery, deposited in the mail or with an overnight carrier or transmitted via facsimile transmission.

3.8 Waiver of Notice. Notice of a Board meeting, if otherwise required, need not be given to the director if the director (a) attends the meeting without protesting the lack of notice before or at the beginning of the meeting or (b) signs a written waiver of notice or a consent to the holding of such meeting. Waivers of notice or consents need not specify the purpose of the meeting. The secretary will prepared all written waivers, consents and approvals and file all such waivers, consents and approvals with the corporate records or as part of the Board meeting minutes.

3.9 Adjourned Meetings; Notice Not Required. If a quorum is present, the directors may adjourn any Board meeting to another time and place. Notice of the time and place of resuming an adjourned meeting need not be given.

3.10 Action by Written Consent without a Meeting. Any action required or permitted to be taken at any Board meeting may be taken without a meeting, if a written consent to such action is signed by the directors and filed with the corporate records or as part of the Board meeting minutes. The secretary will file all such written consents with the corporate records or as part of the Board meeting minutes.

3.11 Quorum. The presence in person of the a majority of the total number of directors at a Board meeting will constitute a quorum for the transaction of business. Directors may attend Board meetings by means of teleconference device as long as all attendees are able to hear and be heard by all other attendees at the meeting, and such attendees will be deemed to be presence in person at the meeting. Every act done or decision made by the directors present at a meeting duly held at which a quorum is present will be deemed the act of the Board.

3.12 Other Activities. The directors will not be required to manage the corporation as their sole and exclusive function. Except as otherwise provided herein, the directors may have other business, trade, or investment interests and may engage in other activities in addition to those relating to the corporation. The corporation will not have any right, by virtue of this Agreement, to share or participate in such other investments or activities of any director or to the income or proceeds derived therefrom. The directors will not incur any liability to the corporation under these bylaws as a result of engaging in any other business or venture.

3.13 Right to Rely on the Directors. Any person or entity dealing with the corporation may rely (without duty of further inquiry) upon a certificate signed by an officer of the corporation as to:

(a) the identity of the director or the shareholder;

(b) the existence or nonexistence of any fact or facts which constitute a condition precedent to acts by the director or which are in any other manner germane to the affairs of the corporation;

(c) the Persons who are authorized to execute and deliver any instrument or document of the corporation; or

(d) any act or failure to act by the corporation or any other matter whatsoever involving the corporation or the shareholder.

ARTICLE IV
OFFICERS

4.1 Number. The Board will elect officers of the corporation, who will consist of a president/chief executive officer, any number of vice-presidents, a secretary, a treasurer, and such other officers and assistant officers as may be deemed necessary or desirable by the Board. Any number of offices may be held by the same person. In its discretion, the Board may choose not to fill any office for any period as it may deem advisable.

4.2 Election. The officers will be elected annually by the Board at the first meeting of the Board held after each annual shareholder meeting or at such other time as the shareholder may designate. Each officer will hold office until a successor is duly elected and qualified or until such officer's earlier death, resignation or removal.

4.3 Resignation; Removal; Vacancies. Any officer or agent elected by the Board may resign at any time by so notifying the Board and the shareholder in writing, and such resignation shall be effective upon receipt o such notice or at such later time specified therein. Any officer or agent elected by the Board may be removed by the Board or the shareholder whenever in their respective judgment the best interests of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. The election of a person as an officer shall not of itself create a right to continued employment with the corporation. If any office becomes vacant by reason of death, resignation, retirement, disqualification, removal from office, or otherwise, or a new office is created, the Board will choose a successor, who shall hold office for the unexpired term or until the next election of officers.

4.4 President and Chief Executive Officer. The president and chief executive officer shall be the chief executive officer of the corporation, with executive authority to see that all orders and resolutions of the Board are carried into effect, and, subject to the control vested in the Board by statute, the corporation's articles of incorporation or these bylaws, will administer and be responsible for the management of the business and affairs of the corporation. In the absence of the chairman of the Board, the president and chief executive officer will preside at all meetings of the shareholder and the Board. In general the president and chief executive officer will perform all duties incident to the office of the president and such other duties as from time to time may be assigned by the Board.

4.5 Vice Presidents. If one ore more vice presidents are appointed by the Board, then, in the absence or disability of the president and chief executive officer, each vice president, in the order designated (or absent designation, in the order of election) will perform the duties of the president and chief executive officer. The vice presidents will also perform such other duties as from time to time may be assigned to them by the Board or the president and chief executive officer.

4.6 Secretary. The secretary will (a) keep the minutes of the meetings of the shareholder and the Board, (b) see that all notices are duly given in accordance with the provisions of these bylaws or as required by law, (c) be custodian of the records and have charge of the stock record books of the corporation, and (e) generally perform all duties incident to the office of secretary and such other duties as are provided by these bylaws or are assigned by the Board or the president and chief executive officer.

4.7 Treasurer. The treasurer will (a) receive and be responsible for all funds of and securities owned or held by the corporation and, in connection therewith, among other things, (i) keep or cause to be kept full and accurate records and accounts for the corporation, (ii) deposit or cause to be deposited to the credit of the corporation all moneys, funds and securities so received in such bank or other depositary as the Board or an officer designated by the Board may from time to time establish, and (iii) disburse or supervise the disbursement of the funds of the corporation as may be properly authorized, (b) render to the Board at any directors meeting, or from time to time when ever the Board or the president and chief executive officer may require, financial and other appropriate reports on the condition of the corporation, and (c) generally perform all the duties incident to the office of treasurer and such other duties as are provided by these bylaws or are assigned by the Board or the president and chief executive officer.

4.8 Compensation. Officers, as such, may receive such stated salary for their services as may be established by resolution of the Board, and no officer will be prevented from receiving such salary by reason of the fact that such person is also a director of the corporation.

4.9 Delegation of Duties. In case of the absence of any officer of the corporation or for any other reason which may seem sufficient to the Board, such officer may, for the time being, delegate such officer's powers and duties, or any of them, to any other officer or director of the corporation.

ARTICLE V
OWNERSHIP AND TRANSFER OF SHARES

5.1 Share Ownership. The corporation will have one shareholder who will own all of the issued and outstanding shares of the corporation (the "shareholder").

5.2 Stock Certificates. Certificates for shares of the stock of the corporation will be respectively numbered serially for each class of stock, or series thereof, as they are issued, and shall be signed by the president and chief executive officer, or a vice president, and by the secretary or treasurer; *provided that* such signatures may be facsimiles on any certificate countersigned by a transfer agent other than the corporation or its employee. Each certificate shall exhibit the name of the corporation, the class (or series of any class) and number of shares represented thereby, and the name of the holder. Each certificate shall be otherwise in such form as may be prescribed by the Board.

5.3 Fixing Date for Determination of Shareholders of Record.

(a) To determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board, and which record date shall not be more than sixty nor less than ten days before the date of such meeting. If no record is fixed by the Board, the record date for determining shareholders entitled to notice of or to vote at a meeting of shareholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting; *providing, however, that* the Board may fix a new record date for the adjourned meeting.

(b) To determine the shareholders entitled to consent to corporate action in writing without a meeting, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board. If no record date has been fixed by the Board, the record date for determining shareholders entitled to consent to corporate action in writing without a meeting, when no prior action by the Board is required by the GBCC, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the

corporation by delivery to its registered office in the State of Georgia, its principal place of business, or an officer or agent of the corporation having custody of the book in which proceedings of meetings by shareholders are recorded. Delivery made to a corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. If no record date has been fixed by the Board and prior action by the Board is required by the GBCC, the record date for determining shareholders entitled to consent to corporate action in writing without a meeting shall be at the close of business on the day on which the Board adopts the resolution taking such prior action.

(c) To determine the shareholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the shareholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than sixty days prior to such action. If no record date is fixed, the record date for determining shareholders for any such purpose shall be at the close of business on the day on which the Board adopts the resolution relating thereto.

5.4 Lost Certificate. Any shareholder claiming that a certificate representing shares of stock has been lost, stolen or destroyed may make an affidavit or affirmation of the fact and, if the Board so requires, advertise the same in a manner designated by the Board, and give the corporation a bond of indemnity in form and with security for an amount satisfactory to the Board (or an officer or officers designated by the Board), whereupon a new certificate may be issued of the same tenor and representing the same number, class and/or series of shares as were represented by the certificate alleged to have been lost, stolen or destroyed.

ARTICLE VI
BOOKS AND RECORDS

6.1 Location. The books, accounts and records of the corporation may be kept at the corporations' principal executive officers or such place or places within or without the State of Georgia as the Board may from time to time determine.

6.2 Inspection. The books, accounts, and records of the corporation will be open to inspection by any of the corporation's directors at all times; and open to inspection by the shareholder at such times, and subject to such regulations as the Board may prescribe, except as otherwise provided by statute.

ARTICLE VII
DIVIDENDS; GENERAL CORPORATE MATTERS

7.1 Dividends. The Board, subject to any restrictions contained in the corporation's articles of incorporation and other lawful commitments of the corporation, may declare and pay dividends upon the shares of its capital stock either out of the surplus of the corporation, as defined in and computed in accordance with the GBCC, or in case there shall be no such surplus, out of the net profits of the corporation for the fiscal year in which the dividend is declared and/or the preceding fiscal year. If the capital of the corporation, computed in accordance with the GBCC, has been diminished by depreciation in the value of its property, or by losses, or otherwise, to an amount less than the aggregate amount of the capital represented by the issued and outstanding stock of all classes having a preference upon the distribution of assets, then the Board may not declare and pay out of such net profits any dividends upon any shares of any classes of its capital stock until the deficiency in the amount of capital represented by the issued and outstanding stock of all classes having a preference upon the distribution of assets shall have been repaired.

7.2 Reserves. The Board may set apart, out of any of the funds of the corporation available for dividends, a reserve or reserves for any proper purpose and may abolish any such reserve.

7.3 Authorized Signatories for Checks. All checks, drafts and other orders for payment of money, notes and other evidences of indebtedness issued in the name of or payable to the corporation may be signed or endorsed in the manner, and by the president or secretary or other persons, authorized by the director.

7.4 Executing Contracts and Instruments. Subject to the restrictions contained in these bylaws, the Board may authorize any officer of the corporation to enter into any contract or execute any instrument in the name of and on behalf of the corporation. This authority may be general or confined to one or more specific matters. No officer, agent, employee or other person purporting to act on behalf of the corporation has any power or authority to bind the corporation in any way, pledge its credit, or render it liable for any purpose in any amount, unless that person was acting with authority duly granted in accordance with this code of regulations or unless an unauthorized act is later ratified by the corporation.

ARTICLE VIII
INDEMNIFICATION

8.1 Definitions. For purposes of this Article VII:

(a) "Corporate Status" describes the status of a person who is serving or has served (i) as a Director, (ii) as an Officer, or (iii) as a director, partner, trustee, officer, employee or agent of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise which such person is or was serving at the request of the corporation. For purposes of this Section 8.1(a), an Officer or Director who is serving or has served as a director, partner, trustee, officer, employee or agent of a Subsidiary shall be deemed to be serving at the request of the corporation. Notwithstanding the foregoing, "Corporate Status" shall not include the status of a person who is serving or has served as a director, officer, employee or agent of a constituent corporation absorbed in a merger or consolidation transaction with the corporation with respect to such person's activities prior to said transaction, unless specifically authorized by the Board or the shareholder of the corporation;

(b) "Director" means any person who serves or has served the corporation as a director on the Board;

(c) "Disinterested Director" means, with respect to each Proceeding in respect of which indemnification is sought hereunder, a Director who is not and was not a party to such Proceeding;

(d) "Expenses" means all reasonable attorneys' fees, retainers, court costs, transcript costs, fees of expert witnesses, private investigators and professional advisors (including, without limitation, accountants and investment bankers), travel expenses, duplicating costs, printing and binding costs, costs of preparation of demonstrative evidence and other courtroom presentation aids and devices, costs incurred in connection with document review, organization, imaging and computerization, telephone charges, postage, delivery service fees, and all other disbursements, costs or expenses of the type customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, being or preparing to be a witness in, settling or otherwise participating in, a Proceeding;

(e) "Non-Director Employee" means any person who serves or has served as an employee or agent of the corporation, including without limitation an Officer, but who is not or was not a Director;

(f) "Officer" means any person who serves or has served the corporation as an officer appointed by the Board;

(g) "Proceeding" means any threatened, pending or completed action, suit, arbitration, alternate dispute resolution mechanism, inquiry, investigation, administrative hearing or other proceeding, whether civil, criminal, administrative, arbitrative or investigative; and

(h) "Subsidiary" shall mean any corporation, partnership, limited liability company, joint venture, trust or other entity of which the corporation owns (either directly or through or together with another Subsidiary) (i) either a general partner, managing member or other similar interest or (ii) (A) 50% or more of the voting power of the voting capital equity interests of such corporation, partnership, limited liability company, joint venture or other entity, or (B) 50% or more of the outstanding voting capital stock or other voting equity interests of such corporation, partnership, limited liability company, joint venture or other entity.

8.2 Indemnification of Directors and Officers. Subject to Section 8.4, each Director shall be indemnified and held harmless by the corporation to the fullest extent authorized by the GBCC, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than such law permitted the corporation to provide prior to such amendment) against all Expenses that are incurred by such Director or on such Director's behalf in connection with any Proceeding or any claim, issue or matter therein, which such Director is, or is threatened to be made, a party to or participant in by reason of such Director's Corporate Status, if such Director acted in good faith and in a manner such Director reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to any criminal proceeding, had no reasonable cause to believe his or her conduct was unlawful. The rights of indemnification provided by this Section 8.2 shall continue as to a Director after he or she has ceased to be a Director and shall inure to the benefit of his or her heirs, executors, administrators and personal representatives. Notwithstanding the foregoing, the corporation shall indemnify any Director seeking indemnification in connection with a Proceeding initiated by such Director only if such Proceeding was authorized by the Board, unless such Proceeding was brought to enforce a Director's rights to indemnification or advancement of Expenses under these Bylaws in accordance with the provisions set forth herein.

8.3 Indemnification of Non-Director Employees. Subject to the operation of Section 8.4, each Non-Director Employee may, in the discretion of the Board, be indemnified by the corporation to the fullest extent authorized by the GBCC, as the same exists or may hereafter be amended, against all Expenses that are incurred by such Non-Director Employee or on such Non-Director Employee's behalf in connection with any Proceeding, or any claim, issue or matter therein, which such Non-Director Employee is, or is threatened to be made, a party to or participant in by reason of such Non-Director Employee's Corporate Status, if such Non-Director Employee acted in good faith and in a manner such Non-Director Employee reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to any criminal proceeding, had no reasonable cause to believe his or her conduct was unlawful. The rights of indemnification provided by this Section 8.3 shall exist as to a Non-Director Employee after he or she has ceased to be a Non-Director Employee and shall inure to the benefit of his or her heirs, personal representatives, executors and administrators. Notwithstanding the foregoing, the corporation may indemnify any Non-Director Employee seeking indemnification in connection with a Proceeding initiated by such Non-Director Employee only if such Proceeding was authorized by the Board.

8.4 Good Faith. Unless ordered by a court, no indemnification shall be provided pursuant to this Article VIII to a Director or to a Non-Director Employee unless a determination shall have been made that such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to any criminal Proceeding, such person had no reasonable cause to believe his or her conduct was unlawful. Such determination shall be made by (a) a majority vote of the Disinterested Directors, even though less than a quorum of the

Board, (b) a committee comprised of Disinterested Directors, such committee having been designated by a majority vote of the Disinterested Directors (even though less than a quorum), (c) if there are no such Disinterested Directors, or if a majority of Disinterested Directors so directs, by independent legal counsel in a written opinion, or (d) by the shareholder of the corporation.

8.5 Advancement of Expenses to Directors Prior to Final Disposition.

(a) The corporation shall advance all Expenses incurred by or on behalf of any Director in connection with any Proceeding in which such Director is involved by reason of such Director's Corporate Status within ten (10) days after the receipt by the corporation of a written statement from such Director reaffirming his or her good faith belief that he or she has met the relevant standard of conduct described in § 14-2-851 of the GBCC or that the proceeding involves conduct for which liability has been eliminated under a provision of the corporation's articles of incorporation and requesting such advance or advances from time to time, whether prior to or after final disposition of such Proceeding. Such statement or statements shall reasonably evidence the Expenses incurred by such Director and shall be preceded or accompanied by an undertaking by or on behalf of such Director to repay any Expenses so advanced if it shall ultimately be determined that such Director is not entitled to be indemnified against such Expenses.

(b) If a claim for advancement of Expenses hereunder by a Director is not paid in full by the corporation within ten (10) days after receipt by the corporation of documentation of Expenses and the required undertaking, then such Director may at any time thereafter bring suit against the corporation to recover the unpaid amount of the claim and if successful in whole or in part, such Director shall also be entitled to be paid the expenses of prosecuting such claim. The failure of the corporation (including the Board or any committee thereof, independent legal counsel, or the shareholder) to make a determination concerning the permissibility of such advancement of Expenses under this Article VIII shall not be a defense to the action and shall not create a presumption that such advancement is not permissible. The burden of proving that a Director is not entitled to an advancement of expenses shall be on the corporation.

(c) In any suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the corporation shall be entitled to recover such expenses upon a final adjudication that the Director has not met any applicable standard for indemnification set forth in the GBCC.

8.6 Advancement of Expenses to Non-Director Employees Prior to Final Disposition.

(a) The corporation may, at the discretion of the Board, advance any or all Expenses incurred by or on behalf of any Non-Director Employee in connection with any Proceeding in which such is involved by reason of the Corporate Status of such Non-Director Employee upon the receipt by the corporation of a statement or statements from such Non-Director Employee requesting such advance or advances from time to time, whether prior to or after final disposition of such Proceeding. Such statement or statements shall reasonably evidence the Expenses incurred by such Non-Director Employee and shall be preceded or accompanied by an undertaking by or on behalf of such to repay any Expenses so advanced if it shall ultimately be determined that such Non-Director Employee is not entitled to be indemnified against such Expenses.

(b) In any suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the corporation shall be entitled to recover such expenses upon a final adjudication that the Non-Director Employee has not met any applicable standard for indemnification set forth in the GBCC.

8.7 Contractual Nature of Rights.

(a) The foregoing provisions of this Article VIII shall be deemed to be a contract between the corporation and each Director entitled to the benefits hereof at any time while this Article VIII is in effect, and any repeal or modification thereof shall not affect any rights or obligations then existing with respect to any state of facts then or theretofore existing or any Proceeding theretofore or thereafter brought based in whole or in part upon any such state of facts.

(b) If a claim for indemnification hereunder by a Director is not paid in full by the corporation within sixty (60) days after receipt by the corporation of a written claim for indemnification, such Director may at any time thereafter bring suit against the corporation to recover the unpaid amount of the claim, and if successful in whole or in part, such Director shall also be entitled to be paid the expenses of prosecuting such claim. The failure of the corporation (including the Board or any committee thereof, independent legal counsel, or the shareholder) to make a determination concerning the permissibility of such indemnification under this Article VIII shall not be a defense to the action and shall not create a presumption that such indemnification is not permissible. The burden of proving that a Director is not entitled to indemnification shall be on the corporation.

(c) In any suit brought by a Director to enforce a right to indemnification hereunder, it shall be a defense that such Director has not met any applicable standard for indemnification set forth in the GBCC.

8.8 Non-Exclusivity of Rights. The rights to indemnification and advancement of Expenses set forth in this Article VIII shall not be exclusive of any other right which any Director or Non-Director Employee may have or hereafter acquire under any statute, provision of the corporation's articles of incorporation or these bylaws, agreement, vote of shareholders or Disinterested Directors or otherwise.

8.9 Insurance. The corporation may maintain insurance, at its expense, to protect itself and any Director or Non-Director Employee against any liability of any character asserted against or incurred by the corporation or any such Director or Non-Director Employee, or arising out of any such person's Corporate Status, whether or not the corporation would have the power to indemnify such person against such liability under the GBCC or the provisions of this Article VIII.

8.10 Other Indemnification. The corporation's obligation, if any, to indemnify any person under this Article VIII as a result of such person serving, at the request of the corporation, as a director, partner, trustee, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise shall be reduced by any amount such person may collect as indemnification from such other corporation, partnership, joint venture, trust, employee benefit plan or enterprise.

ARTICLE IX
AMENDMENTS

The shareholder may adopt, amend, or repeal these bylaws, and alterations or amendments of these bylaws made by the shareholder shall not be altered or amended by the Board.

* * * * *

KIRKLAND & ELLIS LLP
AND AFFILIATED PARTNERSHIPS

300 N. LaSalle Drive
Chicago, Illinois 60654

(312) 362-2200

Facsimile:
(312) 862-2200

www.kirkland.com

December 15, 2011

Acadia Healthcare Company, Inc.
830 Crescent Centre Drive, Suite 610
Franklin, Tennessee 37067

Re: Registration Statement on Form S-4

Ladies and Gentlemen:

We are issuing this opinion letter in our capacity as special legal counsel to Acadia Healthcare Company, Inc., a Delaware corporation (the "Company"), and the guarantors set forth in Schedule A hereto (the "Guarantors" and, together with the Company, the "Registrants"). This opinion letter is being delivered in connection with the proposed registration by the Company of $150,000,000 in aggregate principal amount of its 12.875% Senior Notes due 2018 (the "Exchange Notes"), pursuant to a Registration Statement on Form S-4 filed with the Securities and Exchange Commission (the "Commission") on or about December 15, 2011, under the Securities Act of 1933, as amended (the "Securities Act"). Such Registration Statement, as amended or supplemented, is hereinafter referred to as the "Registration Statement."

The obligations of the Company under the Exchange Notes will be guaranteed by the Guarantors (the "Guarantees"). The Exchange Notes and the Guarantees are to be issued in exchange for and in replacement of the Company's outstanding 12.875% Senior Notes due 2018 and related guarantees (the "Outstanding Notes"), of which we understand $150,000,000 in aggregate principal amount are outstanding on the date hereof. The Exchange Notes and the Guarantees are to be issued pursuant to an Indenture, dated as of November 1, 2011 (the "Indenture"), among the Company, the Guarantors and U.S. Bank National Association, as trustee.

In this opinion letter: (1) Acadia Abilene, LLC, Acadia Hospital of Lafayette, LLC, Acadia Hospital of Longview, LLC, Acadia Louisiana, LLC, Acadia Management Company, Inc., Acadia Merger Sub, LLC, Acadia RiverWoods, LLC, Acadia Village, LLC, Acadia-YFCS Holdings, Inc., Lakeview Behavioral Health System LLC, PHC MeadowWood, Inc., Psychiatric Resource Partners, Inc., Seven Hills Hospital, Inc. and Suncoast Behavioral, LLC are collectively referred to as the "Delaware Registrants," (ii) Ascent Acquisition Corporation, Ascent Acquisition Corporation-CYPDC, Ascent Acquisition Corporation-PSC, Child & Youth

Pediatric Day Clinics, Inc., Childrens Medical Transportation Services, LLC, Habilitation Center, Inc., Med Properties, Inc., Meducare Transport, L.L.C., Millcreek School of Arkansas, Inc., Pediatric Specialty Care, Inc. and Pediatric Specialty Care Properties, LLC are collectively referred to as the "Arkansas Registrants," (iii) Southwestern Children's Health Services, Inc. is referred to as the "Arizona Registrant," (iv) PsychSolutions Acquisition Corporation, PsychSolutions, Inc. and Youth and Family Centered Services of Florida, Inc. are collectively referred to as the "Florida Registrants," (v) Lakeland Hospital Acquisition Corporation, Millcreek Management Corporation, YFCS Holdings-Georgia, Inc., YFCS Management, Inc. and Youth and Family Centered Services, Inc. are collectively referred to as the "Georgia Registrants," (vi) Options Community Based Services, Inc., Options Treatment Center Acquisition Corporation, Resolute Acquisition Corporation, Resource Community Based Services, Inc., RTC Resource Acquisition Corporation and Success Acquisition Corporation are collectively referred to as the "Indiana Registrants," (vii) Behavioral Health Online, Inc., Detroit Behavioral Institute, Inc., North Point-Pioneer, Inc., PHC of Michigan, Inc., PHC of Nevada, Inc., PHC of Utah, Inc., PHC of Virginia, Inc., Renaissance Recovery, Inc. and Wellplace, Inc., are collectively referred to as the "Massachusetts Registrants," (viii) Millcreek Schools Inc. and Rehabilitation Centers, Inc. are collectively referred to as the "Mississippi Registrants," (ix) Kids Behavioral Health of Montana, Inc. is referred to as the "Montana Registrant," (x) Memorial Hospital Acquisition Corporation and Youth and Family Centered Services of New Mexico, Inc. are collectively referred to as the "New Mexico Registrants," (xi) Southwood Psychiatric Hospital, Inc. is referred to as the "Pennsylvania Registrant" and (xii) Rebound Behavioral Health, LLC is referred to as the "South Carolina Registrant."

In connection with issuing this opinion letter, we have examined originals, or copies certified or otherwise identified to our satisfaction, of such documents, corporate records and other instruments as we have deemed necessary for the purposes of this opinion, including (i) the articles of incorporation and certificates of formation, as applicable, and bylaws and operating agreements, as applicable, of the Registrants, (ii) resolutions of the board of directors, member or manager of the Registrants with respect to the issuance of the Exchange Notes and the Guarantees, (iii) the Indenture, (iv) the Registration Statement and (v) the Registration Rights Agreement, dated as of November 1, 2011, by and among the Company, the Guarantors and Jefferies & Company, Inc., as initial purchaser.

For purposes of this opinion, we have assumed the authenticity of all documents submitted to us as originals, the conformity to the originals of all documents submitted to us as copies and the authenticity of the originals of all documents submitted to us as copies. We have also assumed the legal capacity of all natural persons, the genuineness of the signatures of persons signing all documents in connection with which this opinion is rendered, the authority of such persons signing on behalf of the parties thereto other than the Company and the Delaware Registrants, and the due authorization, execution and delivery of all documents by the parties thereto other than the Company and the Delaware Registrants. We have not independently

established or verified any facts relevant to the opinions expressed herein, but have relied upon statements and representations of officers and other representatives of the Registrants and others.

Our opinion expressed below is subject to the qualifications that we express no opinion as to the applicability of, compliance with, or effect of (i) any bankruptcy, insolvency, reorganization, fraudulent transfer, fraudulent conveyance, moratorium or other similar law affecting the enforcement of creditors' rights generally, (ii) general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law) or (iii) other commonly recognized statutory and judicial constraints on enforceability including statutes of limitations. In addition, we do not express any opinion as to the enforceability of any rights to contribution or indemnification which may be violative of public policy underlying any law, rule or regulation (including federal or state securities laws, rules or regulations).

We have also assumed that:

(i) the Registration Statement will be effective at the time the Exchange Notes are offered as contemplated by the Registration Statement;

(ii) any applicable prospectus supplement will have been prepared and filed with the Commission describing the Exchange Notes offered thereby to the extent necessary;

(iii) the Outstanding Notes have been exchanged in the manner described in the prospectus forming a part of the Registration Statement;

(iv) the Indenture has been duly qualified under the Trust Indenture Act of 1939, as amended; and

(v) the Registrants will have obtained any legally required consents, approvals, authorizations and other orders of the Commission and any other federal regulatory agencies necessary for the Exchange Notes to be exchanged, offered and sold in the manner stated in the Registration Statement and any applicable prospectus supplement.

Based upon and subject to the qualifications, assumptions and limitations set forth herein, we are of the opinion that when the Exchange Notes have been duly executed and authenticated in accordance with the provisions of the applicable Indenture, and duly delivered to the holders thereof in exchange for the Outstanding Notes, and the Guarantees have been duly issued, the Exchange Notes will be valid and binding obligations of the Company, and the Guarantees will be valid and binding obligations of the Guarantors.

We hereby consent to the filing of this opinion with the Commission as Exhibit 5.1 to the Registration Statement. We also consent to the reference to our firm under the heading "Legal Matters" in the Registration Statement. In giving this consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act.

Our advice on every legal issue addressed in this letter is based exclusively on the internal law of the State of New York, the General Corporation Law of the State of Delaware or the Limited Liability Company Act of the State of Delaware (including the statutory provisions, all applicable provisions of the relevant state constitutions and reported judicial decisions interpreting the foregoing) and represents our opinion as to how that issue would be resolved were it to be considered by the highest court in the jurisdiction which enacted such law. The manner in which any particular issue relating to the opinions would be treated in any actual court case would depend in part on facts and circumstances particular to the case and would also depend on how the court involved chose to exercise the wide discretionary authority generally available to it. For purposes of our opinion that the Guarantees will be valid and binding obligations of the Guarantors, we have, without conducting any research or investigation with respect thereto, relied on the opinions of (i) Dover Dixon Horne PLLC, with respect to the Arkansas Registrants, (ii) Lewis and Roca LLP with respect to the Arizona Registrant and the New Mexico Registrants, (iii) Carlton Fields, P.A., with respect to the Florida Registrants, (iv) Sanders & Ranck, P.C., with respect to the Georgia Registrants, (v) Frost Brown Todd LLC, with respect to the Indiana Registrants, (vi) Goulston & Storrs — A Professional Corporation, with respect to the Massachusetts Registrants, (vii) Butler, Snow, O'Mara, Stevens & Cannada, PLLC, with respect to the Mississippi Registrants, (viii) Karell Dyre Haney PLLP, with respect to the Montana Registrant, (ix) Buchanan Ingersoll & Rooney, PC, with respect to the Pennsylvania Registrants, and (x) Nelson Mullins Riley & Scarborough, LLP, with respect to the South Carolina Registrants, that such Registrants have the requisite corporate power to perform their obligations under the Indenture and the applicable Guarantees, and that the issuance of such Guarantees have been duly authorized and that such Guarantees do not conflict with, or require consents under, the laws of the Registrants' respective states of organization. We are not qualified to practice law in the States of Arkansas, Arizona, New Mexico, Florida, Georgia, Indiana, Mississippi, Montana, Pennsylvania or South Carolina or the Commonwealth of Massachusetts and we have made no investigation of, and do not express or imply an opinion on, the laws of such state. This letter is not intended to guarantee the outcome of any legal dispute which may arise in the future. None of the opinions or other advice contained in this letter considers or covers any foreign or state securities (or "blue sky") laws or regulations.

This opinion is limited to the specific issues addressed herein, and no opinion may be inferred or implied beyond that expressly stated herein. We assume no obligation to revise or supplement this opinion after the date of the effectiveness of the Registration Statement should the present laws of the State of New York, the General Corporation Law of the State of Delaware or the Limited Liability Company Act of the State of Delaware be changed by legislative action, judicial decision or otherwise.

This opinion is furnished to you in connection with the filing of the Registration Statement, in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act.

Sincerely,

/s/ Kirkland & Ellis LLP

KIRKLAND & ELLIS LLP

SCHEDULE A

Guarantors

1. Acadia Abilene, LLC, a Delaware limited liability company
2. Acadia Hospital of Lafayette, LLC, a Delaware limited liability company
3. Acadia Hospital of Longview, LLC, a Delaware limited liability company
4. Acadia Louisiana, LLC, a Delaware limited liability company
5. Acadia Management Company, Inc., a Delaware corporation
6. Acadia Merger Sub, LLC, a Delaware limited liability company
7. Acadia RiverWoods, LLC, a Delaware limited liability company
8. Acadia Village, LLC, a Delaware limited liability company
9. Acadia-YFCS Holdings, Inc., a Delaware corporation
10. Ascent Acquisition Corporation, an Arkansas corporation
11. Ascent Acquisition Corporation-CYPDC, an Arkansas corporation
12. Ascent Acquisition Corporation -PSC, an Arkansas corporation
13. Behavioral Health Online, Inc., a Massachusetts corporation
14. Child & Youth Pediatric Day Clinics, Inc., and Arkansas corporation
15. Childrens Medical Transportation Services, LLC, an Arkansas limited liability company
16. Detroit Behavioral Institute, Inc., a Massachusetts corporation
17. Habilitation Center, Inc., an Arkansas corporation
18. Kids Behavioral Health of Montana, Inc., a Montana corporation
19. Lakeland Hospital Acquisition Corporation, a Georgia corporation
20. Lakeview Behavioral Health System LLC, a Delaware limited liability company
21. Med Properties, Inc., an Arkansas corporation
22. Meducare Transport, L.L.C., an Arkansas corporation
23. Memorial Hospital Acquisition Corporation, a New Mexico corporation

24. Millcreek Management Corporation, a Georgia corporation
25. Millcreek School of Arkansas, Inc., an Arkansas corporation
26. Millcreek Schools Inc., a Mississippi corporation
27. North Point-Pioneer, Inc., a Massachusetts corporation
28. Options Community Based Services, Inc., an Indiana corporation
29. Options Treatment Center Acquisition Corporation, an Indiana corporation
30. Pediatric Specialty Care Properties, LLC, an Arkansas limited liability company
31. Pediatric Specialty Care, Inc., an Arkansas corporation
32. PHC MeadowWood, Inc., a Delaware corporation
33. PHC of Michigan, Inc., a Massachusetts corporation
34. PHC of Nevada, Inc., a Massachusetts corporation
35. PHC of Utah, Inc., a Massachusetts corporation
36. PHC of Virginia, Inc., a Massachusetts corporation
37. Psychiatric Resource Partners, Inc., a Delaware corporation
38. PsychSolutions Acquisition Corporation, a Florida corporation
39. PsychSolutions, Inc., a Florida corporation
40. Rebound Behavioral Health, LLC, a South Carolina corporation
41. Rehabilitation Centers, Inc., a Mississippi corporation
42. Renaissance Recovery, Inc., a Massachusetts corporation
43. Resolute Acquisition Corporation, an Indiana corporation
44. Resource Community Based Services, Inc., an Indiana corporation
45. RTC Resource Acquisition Corporation, an Indiana corporation
46. Seven Hills Hospital, Inc., a Delaware corporation
47. Southwestern Children’s Health Services, Inc., an Arizona corporation
48. Southwood Psychiatric Hospital, Inc., a Pennsylvania corporation

49. Success Acquisition Corporation, an Indiana corporation
50. Suncoast Behavioral, LLC, a Delaware limited liability company
51. Wellplace, Inc., a Massachusetts corporation
52. YFCS Holdings-Georgia, Inc., a Georgia corporation
53. YFCS Management, Inc., a Georgia corporation
54. Youth and Family Centered Services of Florida, Inc., a Florida corporation
55. Youth and Family Centered Services of New Mexico, Inc., a New Mexico corporation
56. Youth and Family Centered Services, Inc., a Georgia corporation

Exhibit 5.2

LEWIS AND ROCA LLP LAWYERS

One South Church Avenue Suite 700
Tucson, Arizona 85701-1611

Direct Dial: 520 622-2090

Our File Number: 52298-00002

December 15, 2011

Memorial Hospital Acquisition Corporation
Youth and Family Centered Services of New Mexico, Inc.
Southwestern Children's Health Services, Inc.
830 Crescent Centre Drive, Suite 610
Franklin, Tennessee 37067

Re: Registration Statement on Form S-4

Ladies and Gentlemen:

We are issuing this opinion letter in our capacity as special New Mexico and Arizona counsel to Memorial Hospital Acquisition Corporation, a New Mexico corporation, Youth and Family Centered Services of New Mexico, Inc., a New Mexico corporation (collectively, the "New Mexico Guarantors") and Southwestern Children's Health Services, Inc., an Arizona corporation (the "Arizona Guarantor" which, with the New Mexico Guarantors, are referred to as the "Guarantors"), in connection with the Guarantors' proposed guarantees, along with the other guarantors under the Indenture (as defined below), of $150,000,000 in aggregate principal amount of 12.875% Senior Notes due 2018 (the "Exchange Notes") to be issued by Acadia Healthcare Company, Inc., a Delaware corporation (the "Company"), in connection with an exchange offer to be made pursuant to a Registration Statement on Form S-4 (such Registration Statement, as supplemented or amended, is hereinafter referred to as the "Registration Statement"), to be filed with the Securities and Exchange Commission (the "Commission") on or about December 15, 2011, under the Securities Act of 1933, as amended (the "Securities Act"). The obligations of the Company under the Exchange Notes will be guaranteed by the Guarantors (the "Guarantees"), along with other guarantors. The Exchange Notes and the Guarantees are to be issued pursuant to an Indenture, dated as of November 1, 2011 (the "Indenture"), among the Company, the guarantors named therein and U.S. Bank National Association, as trustee.

In connection with issuing this opinion letter, we have examined originals, or copies certified or otherwise provided to us, of (i) the articles of incorporation and bylaws of the Guarantors, (ii) resolutions of the boards of directors of the Guarantors with respect to the issuance of the Guarantees, (iii) the Indenture, (iv) the Registration Statement and (v) the Registration Rights Agreement, dated as of November 1, 2011, by and among the Company, the Guarantors, other guarantors and Jefferies & Company, Inc., as initial purchaser.

For purposes of this opinion, we have assumed the authenticity of all documents submitted to us as originals, the conformity to the originals of all documents submitted to us as copies and the authenticity of the originals of all documents submitted to us as copies. We have

also assumed the legal capacity of all natural persons, the genuineness of the signatures of persons signing all documents in connection with which this opinion is rendered, the authority of such persons signing on behalf of the parties thereto other than the Guarantors and the due authorization, execution and delivery of all documents by the parties thereto other than the Guarantors. We have not independently established or verified any facts relevant to the opinions expressed herein, but have relied upon statements and representations of officers and other representatives of the Company and the Guarantors.

We have also assumed that:

(i) the Registration Statement will be effective at the time the Exchange Notes are offered as contemplated by the Registration Statement;

(ii) any applicable prospectus supplement will have been prepared and filed with the Commission describing the Exchange Notes offered thereby to the extent necessary;

(iii) the Outstanding Notes (as defined in the Registration Statement) have been exchanged in the manner described in the prospectus forming a part of the Registration Statement;

(iv) the Indenture has been duly qualified under the Trust Indenture Act of 1939, as amended; and

(v) the Company and the Guarantors will have obtained any legally required consents, approvals, authorizations and other orders of the Commission and any other federal regulatory agencies necessary for the Exchange Notes to be exchanged, offered and sold in the manner stated in the Registration Statement and any applicable prospectus supplement.

Based upon and subject to the qualifications, assumptions and limitations set forth herein, we are of the opinion that:

1. The New Mexico Guarantors and the Arizona Guarantor are corporations existing and in good standing under the laws of the States of New Mexico and Arizona, respectively.
2. The Guarantors have the corporate power and authority to enter into and perform their respective obligations under the Indenture and the Guarantees.
3. The Guarantors have duly authorized, executed and delivered the Indenture and have duly authorized the Guarantees.
4. The execution and delivery of the Indenture and the Guarantees by the Guarantors and the performance by the Guarantors of their obligations thereunder (including with respect to the Guarantees) do not and will not conflict with or constitute or result in a breach or default under (or an event which with notice or the passage of time or both would

constitute a default under) or violation of any of, (i) the articles of incorporation or bylaws of the Guarantors or (ii) any statute or governmental rule or regulation of the State of New Mexico in the case of the New Mexico Guarantors or Arizona in the case of the Arizona Guarantor.

5. No consent, approval, authorization or order of any States of New Mexico or Arizona court or governmental authority of the States of New Mexico or Arizona was required in connection with the execution and delivery of the Indenture or is required for the issuance by the Guarantors of the Guarantees.

Our opinion expressed above is subject to the qualifications that we express no opinion as to the applicability of, compliance with, or effect of (i) any law except the laws of the States of New Mexico and Arizona and the New Mexico and Arizona case law decided thereunder and (ii) the "Blue Sky" laws and regulations of New Mexico and Arizona.

This opinion is limited to the specific issues addressed herein, and no opinion may be inferred or implied beyond that expressly stated herein. We assume no obligation to revise or supplement this opinion after the date of the effectiveness of the Registration Statement should the present laws of the States of New Mexico or Arizona be changed by legislative action, judicial decision or otherwise.

This opinion is furnished to you in connection with the filing of the Registration Statement, in accordance with the requirements of Item 601(b)(5)(i) of Regulation S-K promulgated under the Securities Act. Kirkland & Ellis LLP may rely upon this opinion in connection with its opinion addressed to the Company, filed as Exhibit 5.1 to the Registration Statement, to the same extent as if it were an addressee hereof.

We hereby consent to the filing of this opinion with the Commission as Exhibit 5.2 to the Registration Statement. We also consent to the reference to our firm under the heading "Legal Matters" in the Registration Statement. In giving this consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act.

Sincerely,

/s/ Lewis & Roca LLP

Lewis & Roca LLP

RWK/hlm

Exhibit 5.3

DOVER DIXON HORNE PLLC

ALLAN W. HORNE
CYRIL HOLLINGSWORTH
THOMAS S. STONE
STEVE L. RIGGS
MICHAEL O. PARKER
WILLIAM E. BISHOP
JOSEPH H. PURVIS
CHARLES W. REYNOLDS
JOHN B. PEACE
WILLIAM DEAN OVERSTREET

MICHAEL G. SMITH+
GARY B. ROGERS
JAMES PAUL BEACHBOARD=
W. MICHAEL REIF
MARK H. ALLISON
MONTE D. ESTES
CAL McCASTLAIN
WILLIAM C. BIRD III
JOHN D. PETTIE

Attorneys at Law

425 W. CAPITOL AVE STE 3700
LITTLE ROCK, AR 72201-3465
TELEPHONE (501) 375-9151
FACSIMILE (501) 375-6484
www.doverdixonhorne.com

DARRELL D. DOVER (1933-2009)
PHILIP E. DIXON (1932-2005)

OF COUNSEL
GARLAND W. BINNS, JR.

= ALSO LICENSED IN TENNESSEE
+ ALSO LICENSED IN TEXAS

MERITAS LAW FIRMS WORLDWIDE

December 15, 2011

Guarantors (listed in Schedule I, attached hereto)
830 Crescent Centre Drive, Suite 610
Franklin, Tennessee 37067

Re: Registration Statement on Form S-4

Ladies and Gentlemen:

We are issuing this opinion letter in our capacity as special Arkansas counsel to the Arkansas subsidiary companies of Acadia Healthcare Company, Inc., listed in Schedule I (the "Guarantors"), in connection with the Guarantors' proposed guarantee, along with the other guarantors under the Indenture (as defined below), of $150,000,000 in aggregate principal amount of 12.875% Senior Notes due 2018 (the "Exchange Notes") to be issued by Acadia Healthcare Company, Inc., a Delaware corporation (the "Company"), in connection with an exchange offer to be made pursuant to a Registration Statement on Form S-4 (such Registration Statement, as supplemented or amended, is hereinafter referred to as the "Registration Statement"), to be filed with the Securities and Exchange Commission (the "Commission") on or about December 15, 2011, under the Securities Act of 1933, as amended (the "Securities Act"). The obligations of the Company under the Exchange Notes will be guaranteed by the Guarantors (the "Guarantees"), along with other guarantors. The Exchange Notes and the Guarantees are to be issued pursuant to an Indenture, dated as of November 1, 2011 (the "Indenture"), among the Company, the guarantors named therein and U.S. Bank National Association, as trustee.

In connection with issuing this opinion letter, we have examined originals, or copies certified or otherwise identified to our satisfaction, of such documents, corporate records and other instruments as we have deemed necessary for the purposes of this opinion, including (i) the organizational documents of the Guarantors, (ii) authorizing resolutions of each of the boards of directors or members, as applicable, of the Guarantors with respect to the issuance of the Guarantees, (iii) the Indenture, (iv) the Registration Statement and (v) the Registration Rights Agreement, dated as of November 1, 2011, by and among the Company, the Guarantors, the other guarantors party thereto, and Jefferies & Company, Inc., as initial purchaser.

For purposes of this opinion, we have assumed the authenticity of all documents submitted to us as originals, the conformity to the originals of all documents submitted to us as copies and the authenticity of the originals of all documents submitted to us as copies. We have also assumed the legal capacity of all natural persons, the genuineness of the signatures of persons signing all documents in connection with which this opinion is rendered, the authority of

such persons signing on behalf of the parties thereto other than the Guarantors and the due authorization, execution and delivery of all documents by the parties thereto other than the Guarantors. We have not independently established or verified any facts relevant to the opinions expressed herein, but have relied upon statements and representations of officers and other representatives of the Company and the Guarantors.

We have also assumed that:

(i) the Registration Statement will be effective at the time the Exchange Notes are offered as contemplated by the Registration Statement;

(ii) any applicable prospectus supplement will have been prepared and filed with the Commission describing the Exchange Notes offered thereby to the extent necessary;

(iii) the Outstanding Notes (as defined in the Registration Statement) have been exchanged in the manner described in the prospectus forming a part of the Registration Statement;

(iv) the Indenture has been duly qualified under the Trust Indenture Act of 1939, as amended; and

(v) the Company and the Guarantors will have obtained any legally required consents, approvals, authorizations and other orders of the Commission and any other federal regulatory agencies necessary for the Exchange Notes to be exchanged, offered and sold in the manner stated in the Registration Statement and any applicable prospectus supplement.

Based upon and subject to the qualifications, assumptions and limitations set forth herein, we are of the opinion that:

1. Each of the Guarantors is a corporation or limited liability company, as applicable, existing and in good standing under the laws of the State of Arkansas.
2. Each of the Guarantors has the corporate or limited liability power and authority, as applicable, to enter into and perform its obligations under the Indenture and its Guarantee.
3. Each of the Guarantors has duly authorized, executed and delivered the Indenture and has duly authorized its Guarantee.
4. The execution and delivery of the Indenture and the Guarantees by each of the Guarantors and the performance by each of the Guarantors of its obligations thereunder (including with respect to the Guarantees) do not and will not conflict with or constitute or result in a breach or default under (or an event which with notice or the passage of time or both would constitute a default under) or violation of any of, (i) the articles of incorporation, bylaws or other organizational documents of the Guarantor or (ii) any statute or governmental rule or regulation of the State of Arkansas.

5. No consent, approval, authorization or order of any State of Arkansas court or governmental authority of the State of Arkansas was required in connection with the execution and delivery of the Indenture or is required for the issuance by the Guarantors of the Guarantees.

Our opinion expressed above is subject to the qualifications that we express no opinion as to the applicability of, compliance with, or effect of (i) any law except the laws of the State of Arkansas and the Arkansas case law decided thereunder and (ii) the "Blue Sky" laws and regulations of Arkansas.

This opinion is limited to the specific issues addressed herein, and no opinion may be inferred or implied beyond that expressly stated herein. We assume no obligation to revise or supplement this opinion after the date of the effectiveness of the Registration Statement should the present laws of the State of Arkansas be changed by legislative action, judicial decision or otherwise.

This opinion is furnished to you in connection with the filing of the Registration Statement, in accordance with the requirements of Item 601(b)(5)(i) of Regulation S-K promulgated under the Securities Act. Kirkland & Ellis LLP may rely upon this opinion in connection with its opinion addressed to the Company, filed as Exhibit 5.1 to the Registration Statement, to the same extent as if it were an addressee hereof.

We hereby consent to the filing of this opinion with the Commission as Exhibit 5.3 to the Registration Statement. We also consent to the reference to our firm under the heading "Legal Matters" in the Registration Statement. In giving this consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act.

Sincerely,

/s/ Steve L. Riggs

Steve L. Riggs

Schedule I

Ascent Acquisition Corporation
Ascent Acquisition Corporation - CYPDC
Ascent Acquisition Corporation - PSC
Child & Youth Pediatric Day Clinics, Inc.
Childrens Medical Transportation Services, LLC
Habilitation Center, Inc.
Med Properties, Inc.
Meducare Transport, L.L.C.
Millcreek School of Arkansas, Inc.
Pediatric Specialty Care, Inc.
Pediatric Speciality Care Properties, LLC

Exhibit 5.4

[CARLTON FIELDS, P.A. LETTERHEAD]

December 15, 2011

PsychSolutions, Inc.
830 Crescent Centre Drive, Suite 610
Franklin, Tennessee 37067

PsychSolutions Acquisition Corporation
830 Crescent Centre Drive, Suite 610
Franklin, Tennessee 37067

Youth and Family Centered Services of Florida, Inc.
830 Crescent Centre Drive, Suite 610
Franklin, Tennessee 37067

Re: Registration Statement on Form S-4

Ladies and Gentlemen:

We are issuing this opinion letter in our capacity as special Florida counsel to PsychSolutions, Inc., a Florida corporation ("PsychSolutions"), PsychSolutions Acquisition Corporation, a Florida corporation ("PAC") and Youth and Family Centered Services of Florida, Inc., a Florida corporation ("Youth"; collectively, the "Guarantors"), in connection with the Guarantors' proposed guarantee, along with the other guarantors under the Indenture (as defined below), of $150,000,000 in aggregate principal amount of 12.875% Senior Notes due 2018 (the "Exchange Notes") to be issued by Acadia Healthcare Company, Inc., a Delaware corporation (the "Company"), in connection with an exchange offer to be made pursuant to a Registration Statement on Form S-4 (such Registration Statement, as supplemented or amended, is hereinafter referred to as the "Registration Statement"), to be filed with the Securities and Exchange Commission (the "Commission") on or about December 15, 2011, under the Securities Act of 1933, as amended (the "Securities Act"). The obligations of the Company under the Exchange Notes will be guaranteed by the Guarantors (the "Guarantees"), along with other guarantors. The Exchange Notes and the Guarantees are to be issued pursuant to an Indenture, dated as of November 1, 2011 (the "Indenture"), among the Company, the guarantors named therein and U.S. Bank National Association, as trustee.

In connection with issuing this opinion letter, we have examined originals, or copies certified or otherwise identified to our satisfaction, of such documents, corporate records and other instruments as we have deemed necessary for the purposes of this opinion, including:

(i) the following organizational documents of the Guarantors:

a. Articles of Incorporation of PsychSolutions, certified by the Secretary of State of the State of Florida ("Florida Secretary") on October 4, 2011;

b. Articles of Incorporation of PAC, certified by the Florida Secretary on October 4, 2011;

c. Articles of Incorporation of Youth, certified by the Florida Secretary on October 4, 2011;

d. Amended and Restated Bylaws of PsychSolutions, certified as true, correct and complete by PsychSolutions on November 1, 2011;

e. Bylaws of PAC, certified as true, correct and complete by PAC on November 1, 2011;

f. Amended and Restated Bylaws of Youth dated January 22, 2001, certified as true, correct and complete by Youth November 1, 2011; and

g. Certificates of Active Status for each of PsychSolutions, PAC and Youth, issued by the Florida Secretary on October 3, 2011;

(ii) resolutions of the board of directors of each of PsychSolutions, PAC and Youth dated October 26, 2011 with respect to the issuance of the Guarantees,

(iii) the Indenture;

(iv) the Registration Statement; and

(v) the Registration Rights Agreement, dated as of November 1, 2011, by and among the Company, the Guarantors, the other guarantors party thereto and Jefferies & Company, Inc., as initial purchaser.

For purposes of this opinion, we have assumed the authenticity of all documents submitted to us as originals, the conformity to the originals of all documents submitted to us as copies and the authenticity of the originals of all documents submitted to us as copies. We have also assumed the legal capacity of all natural persons, the genuineness of the signatures of persons signing all documents in connection with which this opinion is rendered, the authority of such persons signing on behalf of the parties thereto other than the Guarantors and the due authorization, execution and delivery of all documents by the parties thereto other than the Guarantors. We have not independently established or verified any facts relevant to the opinions expressed herein, but have relied upon statements and representations of officers and other representatives of the Company and the Guarantors.

We have also assumed that:

(i) the Registration Statement will be effective at the time the Exchange Notes are offered as contemplated by the Registration Statement;

(ii) any applicable prospectus supplement will have been prepared and filed with the Commission describing the Exchange Notes offered thereby to the extent necessary;

(iii) the Outstanding Notes (as defined in the Registration Statement) have been exchanged in the manner described in the prospectus forming a part of the Registration Statement;

(iv) the Indenture has been duly qualified under the Trust Indenture Act of 1939, as amended; and

(v) the Company and the Guarantors will have obtained any legally required consents, approvals, authorizations and other orders of the Commission and any other federal regulatory agencies necessary for the Exchange Notes to be exchanged, offered and sold in the manner stated in the Registration Statement and any applicable prospectus supplement.

Based upon and subject to the qualifications, assumptions and limitations set forth herein, we are of the opinion that:

1. Each of PsychSolutions, PAC and Youth is a corporation existing and in active status under the laws of the State of Florida.
2. Each of PsychSolutions, PAC and Youth has the corporate power and authority to enter into and perform its obligations under the Indenture and the Guarantees.
3. Each of PsychSolutions, PAC and Youth has duly authorized, executed and delivered the Indenture and has duly authorized each of the Guarantees.
4. The execution and delivery of the Indenture and the Guarantees by each of PsychSolutions, PAC and Youth and the performance by each of PsychSolutions, PAC and Youth of its obligations thereunder (including with respect to the Guarantees) do not and will not conflict with or constitute or result in a breach or default under (or an event which with notice or the passage of time or both would constitute a default under) or violation of any of, (i) the articles of incorporation, bylaws or other organizational documents of each of PsychSolutions, PAC and Youth or (ii) any statute or governmental rule or regulation of the State of Florida.
5. No consent, approval, authorization or order of any State of Florida court or governmental authority of the State of Florida was required in connection with the execution and delivery of the Indenture or is required for the issuance by each of PsychSolutions, PAC or Youth of the Guarantees.

Our opinion expressed above is subject to the qualifications that we express no opinion as to the applicability of, compliance with, or effect of (i) any law except the laws of the State of Florida and the Florida case law decided thereunder and (ii) the “Blue Sky” laws and regulations of Florida.

This opinion is limited to the specific issues addressed herein, and no opinion may be inferred or implied beyond that expressly stated herein. We assume no obligation to revise or supplement this opinion after the date of the effectiveness of the Registration Statement should the present laws of the State of Florida be changed by legislative action, judicial decision or otherwise.

This opinion is furnished to you in connection with the filing of the Registration Statement, in accordance with the requirements of Item 601(b)(5)(i) of Regulation S-K promulgated under the Securities Act. Kirkland & Ellis LLP may rely upon this opinion in connection with its opinion addressed to the Company, filed as Exhibit 5.1 to the Registration Statement, to the same extent as if it were an addressee hereof.

We hereby consent to the filing of this opinion with the Commission as Exhibit 5.4 to the Registration Statement. We also consent to the reference to our firm under the heading “Legal Matters” in the Registration Statement. In giving this consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act.

Sincerely,

/s/ Shannon B. Gray

Exhibit 5.5

SANDERS & RANCK, P.C.

ATTORNEYS AT LAW
P.O. BOX 1005
TOCCOA, GEORGIA 30577
LAW OFFICES

JANNEY E. SANDERS
BRIAN C. RANCK
MATTHEW D. SKILLING

597 BIG A ROAD
706-886-7533
FAX: 706-886-0617
REAL ESTATE FAX: 706-282-0766
E-MAIL: jsanders@toccoalaw.com
www.toccoalaw.com

December 15, 2011

Lakeland Hospital Acquisition Corporation
Millcreek Management Corporation
YFCS Holdings-Georgia, Inc.
YFCS Management, Inc.
Youth and Family Centered Services, Inc.
830 Crescent Centre Drive, Suite 610
Franklin, Tennessee 37067

Re: Registration Statement on Form S-4

Ladies and Gentlemen:

We have acted as special Georgia counsel to Lakeland Hospital Acquisition Corporation, a Georgia corporation, Millcreek Management Corporation, a Georgia corporation, YFCS Holdings-Georgia, Inc., a Georgia corporation, YFCS Management, Inc., a Georgia corporation, and Youth and Family Centered Services, Inc., a Georgia corporation (collectively, the "Georgia Guarantors"). We are issuing this opinion letter in our capacity as special Georgia counsel to the Georgia Guarantors, in connection with the Guarantors' proposed guarantee, along with the other guarantors under the Indenture (as defined below), of $150,000,000 in aggregate principal amount of 12.875% Senior Notes due 2018 (the "Exchange Notes") to be issued by Acadia Healthcare Company, Inc., a Delaware corporation (the "Company"), in connection with an exchange offer to be made pursuant to a Registration Statement on Form S-4 (such Registration Statement, as supplemented or amended, is hereinafter referred to as the "Registration Statement"), to be filed with the Securities and Exchange Commission (the "Commission") on or about December 15, 2011, under the Securities Act of 1933, as amended (the "Securities Act"). The obligations of the Company under the Exchange Notes will be guaranteed by the Georgia Guarantors (the "Guarantees"), along with other guarantors. The Exchange Notes and the Guarantees are to be issued pursuant to an Indenture, dated as of November 1, 2011 (the "Indenture"), among the Company, the guarantors named therein and U.S. Bank National Association, as trustee.

In connection with issuing this opinion letter, we have examined originals, or copies certified or otherwise identified to our satisfaction, of such documents, corporate records and other instruments as we have deemed necessary for the purposes of this opinion, including (i) the organizational documents of the Georgia Guarantors, (ii) resolutions of the boards of directors of the Georgia Guarantors with respect to the issuance of the Guarantees, (iii) the Indenture, (iv) the Registration Statement and (v) the Registration Rights Agreement, dated as of November 1, 2011, by and among the Company, the Georgia Guarantors, the other guarantors party thereto and Jefferies & Company, Inc., as initial purchaser.

For purposes of this opinion, we have assumed the authenticity of all documents submitted to us as originals, the conformity to the originals of all documents submitted to us as copies and the authenticity of the originals of all documents submitted to us as copies. We have also assumed the legal capacity of all natural persons, the genuineness of the signatures of persons signing all documents in connection with which this opinion is rendered, the authority of such persons signing on behalf of the parties thereto other than the Georgia Guarantors and the due authorization, execution and delivery of all documents by the parties thereto other than the Georgia Guarantors. We have not independently established or verified any facts relevant to the opinions expressed herein, but have relied upon statements and representations of officers and other representatives of the Company and the Georgia Guarantors.

We have also assumed that:

(i) the Registration Statement will be effective at the time the Exchange Notes are offered as contemplated by the Registration Statement;

(ii) any applicable prospectus supplement will have been prepared and filed with the Commission describing the Exchange Notes offered thereby to the extent necessary;

(iii) the Outstanding Notes (as defined in the Registration Statement) have been exchanged in the manner described in the prospectus forming a part of the Registration Statement;

(iv) the Indenture has been duly qualified under the Trust Indenture Act of 1939, as amended; and

(v) the Company and the Georgia Guarantors will have obtained any legally required consents, approvals, authorizations and other orders of the Commission and any other federal regulatory agencies necessary for the Exchange Notes to be exchanged, offered and sold in the manner stated in the Registration Statement and any applicable prospectus supplement.

Based upon and subject to the qualifications, assumptions and limitations set forth herein, we are of the opinion that:

1. The Georgia Guarantors are corporations existing and in good standing under the laws of the State of Georgia.

2. The Georgia Guarantors have the corporate power and authority to enter into and perform their obligations under the Indenture and the Guarantees.

3. The Georgia Guarantors have duly authorized, executed and delivered the Indenture and have duly authorized the Guarantees.

4. The execution and delivery of the Indenture and the Guarantees by the Georgia Guarantors and the performance by the Georgia Guarantors of their obligations thereunder (including with respect to the Guarantees) do not and will not conflict with or constitute or result in a breach or default under (or an event which with notice or the passage of time or both would constitute a default under) or violation of any of, (i) the articles of incorporation, bylaws or other organizational documents of the Georgia Guarantors or (ii) any statute or governmental rule or regulation of the State of Georgia.

5. No consent, approval, authorization or order of any State of Georgia court or governmental authority of the State of Georgia was required in connection with the execution and delivery of the Indenture or is required for the issuance by the Georgia Guarantors of the Guarantees.

Our opinion expressed above is subject to the qualifications that we express no opinion as to the applicability of, compliance with, or effect of (i) any law except the laws of the State of Georgia and the Georgia case law decided thereunder and (ii) the “Blue Sky” laws and regulations of Georgia.

This opinion is limited to the specific issues addressed herein, and no opinion may be inferred or implied beyond that expressly stated herein. We assume no obligation to revise or supplement this opinion after the date of the effectiveness of the Registration Statement should the present laws of the State of Georgia be changed by legislative action, judicial decision or otherwise.

This opinion is furnished to you in connection with the filing of the Registration Statement, in accordance with the requirements of Item 601(b)(5)(i) of Regulation S-K promulgated under the Securities Act. Kirkland & Ellis LLP may rely upon this opinion in connection with its opinion addressed to the Company, filed as Exhibit 5.1 to the Registration Statement, to the same extent as if it were an addressee hereof.

We hereby consent to the filing of this opinion with the Commission as Exhibit 5.5 to the Registration Statement. We also consent to the reference to our firm under the heading “Legal Matters” in the Registration Statement. In giving this consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act.

We note that, to the extent that the Indenture or any other documents we reviewed in connection with this opinion requires any Georgia Guarantor to pay any other person’s attorney’s fees, such provisions may be subject to compliance with any prior notice requirements or may be subject to any dollar or other limitations on collectible attorney’s fees that may be imposed under any applicable law.

We also express no opinion herein as to the legality, validity, binding effect or enforceability of any indemnification provisions or waivers of rights to jury trial in the Indenture or any other documents to the extent that the enforcement thereof would contravene public policy.

We express no opinion with respect to any of the following (collectively, the "Excluded Laws"): (i) federal and state securities laws; (ii) Federal Reserve Board margin regulations; (iii) pension and employee benefit laws, e.g., ERISA; (iv) federal and state antitrust and unfair competition laws; (v) the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the Exon-Florio Act; (vi) the statutes, ordinances, administrative decisions and rules and regulations of counties, towns, municipalities and other political subdivisions (whether created or enabled through legislative action at the federal, state or regional level); (vii) federal and state environmental laws; (viii) federal and state land use and subdivision laws; (ix) federal and state tax laws; (x) federal and state laws relating to communications (including, without limitation, the Communications Act of 1934, as amended, and the Telecommunications Act of 1996, as amended); (xi) federal patent, copyright and trademark, state trademark and other federal and state intellectual property laws; (xii) federal and state racketeering laws, e.g., RICO; (xiii) federal and state health and safety laws, e.g., OSHA; (xiv) federal and state laws concerning aviation; (xv) federal and state laws concerning public utilities; (xvi) federal and state labor laws; (xvii) federal and state laws and policies concerning (A) national and local emergencies, (B) possible judicial deference to acts of sovereign states, and (C) criminal and civil forfeiture laws; and (xviii) other federal and state statutes of general application to the extent they provide for criminal prosecution (e.g., mail fraud and wire fraud statutes); and in the case of each of the foregoing, all rules and regulations promulgated thereunder or administrative or judicial decisions with respect thereto.

Sincerely,

/s/ Janney E. Sanders

JANNEY E. SANDERS

JES/pw

Exhibit 5.6

[FROST BROWN TODD LLC LETTERHEAD]

Howard R. Cohen
Member
317.237.3872
hcohen@fbtlaw.com

December 15, 2011

Options Community Based Services, Inc.
Options Treatment Center Acquisition Corporation
Resolute Acquisition Corporation
Resource Community Based Services, Inc.
RTC Resource Acquisition Corporation
Success Acquisition Corporation
830 Crescent Centre Drive, Suite 610
Franklin, Tennessee 37067

Re: Registration Statement on Form S-4
Guaranties of Options Community Based Services, Inc., an Indiana corporation, Options Treatment Center Acquisition Corporation, an Indiana corporation, Resolute Acquisition Corporation, an Indiana corporation, Resource Community Based Services, Inc., an Indiana corporation, RTC Resource Acquisition Corporation, an Indiana corporation, and Success Acquisition Corporation, an Indiana corporation (such Indiana corporations being referred to as the "Guarantors").

Ladies and Gentlemen:

We provide this Opinion Letter to the above-referenced Guarantors at their request.

I.
BACKGROUND

We are issuing this Opinion Letter in our capacity as special Indiana counsel to the Guarantors, each an Indiana corporation, in connection with the Guarantors' proposed guarantee, along with the other guarantors under the Indenture (as defined below), of $150,000,000 in aggregate principal amount of 12.875% Senior Notes due 2018 (the "Exchange Notes") to be issued by Acadia Healthcare Company, Inc., a Delaware corporation (the "Company"), in connection with an exchange offer to be made pursuant to a Registration Statement on Form S-4 (such Registration Statement, as supplemented or amended, is hereinafter referred to as the

"Registration Statement"), to be filed with the Securities and Exchange Commission (the "Commission") on or about December 15, 2011, under the Securities Act of 1933, as amended (the "Securities Act"). The obligations of the Company under the Exchange Notes will be guaranteed by the Guarantors (the "Guarantees"), along with other guarantors. The Exchange Notes and the Guarantees are to be issued pursuant to an Indenture, dated as of November 1, 2011 (the "Indenture"), among the Company, the guarantors named therein and U.S. Bank National Association, as trustee.

1.1 Documents Reviewed. In connection with issuing this Opinion Letter, we have examined originals, or copies certified or otherwise identified to our satisfaction, of such documents, corporate records and other instruments as we have deemed necessary for the purposes of this opinion, including (i) the organizational documents of the Guarantors, (ii) resolutions of the boards of directors of the Guarantors with respect to the issuance of the Guarantees, (iii) the Indenture, (iv) the Registration Statement and (v) the Registration Rights Agreement, dated as of November 1, 2011, by and among the Company, the Guarantors, the other guarantors party thereto and Jefferies & Company, Inc., as initial purchaser.

1.2 Certain Assumptions. For purposes of this Opinion Letter, we have assumed the authenticity of all documents submitted to us as originals, the conformity to the originals of all documents submitted to us as copies and the authenticity of the originals of all documents submitted to us as copies. We have also assumed the legal capacity of all natural persons, the genuineness of the signatures of persons signing all documents in connection with which this opinion is rendered, the authority of such persons signing on behalf of the parties thereto other than the Guarantors and the due authorization, execution and delivery of all documents by the parties thereto other than the Guarantors. We have not independently established or verified any facts relevant to the opinions expressed herein, but have relied upon statements and representations of officers and other representatives of the Company and the Guarantors.

1.3 Transaction Documents. The documents described in Items (a) through (c) in Annex A are referred to in this Opinion Letter as the **"Transaction Documents."** The documents described in Items (d) through (o) in Annex A are referred to in this opinion as the **"Public Authority Documents"**. Except as otherwise indicated herein, capitalized terms used in this Opinion Letter are defined as set forth herein, in the Glossary attached hereto or in the Annex A attached hereto.

1.4 Opining Jurisdiction. The **Law** (as defined in the attached Glossary) covered by the opinions expressed in this Opinion Letter is limited to the Law of the State of Indiana (the **"State"**). We express no opinion concerning the Laws of any other jurisdiction or the effect thereof.

1.5 Scope of Review. In connection with the opinions hereinafter set forth, we have limited the scope of our review of the documents related to the transactions described in the Registration Statement (the "Transaction") to photocopies of the Transaction Documents, the Charter Documents and the Public Authority Documents. In addition, in connection with the opinions hereinafter set forth, we have reviewed such other documents and certificates of public officials and certificates of representatives of the Guarantors, and have given consideration to such matters of law and fact, as we have deemed appropriate, in our professional judgment, to render such opinions.

1.6 Reliance Without Investigation. We have relied, with your consent and without investigation or analysis, upon information in the Public Authority Documents. Except to the extent the information constitutes a statement, directly or in practical effect, of any legal conclusion at issue, we have relied with your consent and, without investigation or analysis, upon the information contained in representations and/or certifications made by the Guarantors in the Transaction Documents and on information provided in certificates of representatives and/or members of the Guarantors, which we reasonably believe to be an appropriate source for the information.

1.7 Additional Assumptions.

(i) the Registration Statement will be effective at the time the Exchange Notes are offered as contemplated by the Registration Statement;

(ii) any applicable prospectus supplement will have been prepared and filed with the Commission describing the Exchange Notes offered thereby to the extent necessary;

(iii) the Outstanding Notes (as defined in the Registration Statement) have been exchanged in the manner described in the prospectus forming a part of the Registration Statement;

(iv) the Indenture has been duly qualified under the Trust Indenture Act of 1939, as amended; and

(v) the Company and the Guarantors will have obtained any legally required consents, approvals, authorizations and other orders of the Commission and any other federal regulatory agencies necessary for the Exchange Notes to be exchanged, offered and sold in the manner stated in the Registration Statement and any applicable prospectus supplement.

II.
OPINIONS

Based upon and subject to the qualifications, assumptions and limitations set forth herein, we are of the opinion that:

1. The Guarantors are corporations existing and in good standing under the laws of the State of Indiana.

2. The Guarantors have the corporate power and authority to enter into and perform its obligations under the Indenture and the Guarantees.

3. The Guarantors have duly authorized, executed and delivered the Indenture and have duly authorized the Guarantees.

4. The execution and delivery of the Indenture and the Guarantees by the Guarantors and the performance by the Guarantors of their obligations thereunder (including with respect to the Guarantees) do not and will not conflict with or constitute or result in a breach or default under (or an event which with notice or the passage of time or both would constitute a default under) or violation of any of, (i) the articles of incorporation, bylaws or other organizational documents of the Guarantors or (ii) any statute or governmental rule or regulation of the State of Indiana.

5. No consent, approval, authorization or order of any State of Indiana court or governmental authority of the State of Indiana was required in connection with the execution and delivery of the Indenture or is required for the issuance by the Guarantors of the Guarantees.

III.
QUALIFICATIONS

3.1 Assumptions. In rendering the foregoing opinions, we have relied, with your consent and without investigation, upon the assumptions set forth below unless in a given case the particular assumption states, directly or in practical effect, a legal conclusion expressed in the opinion:

(a) Natural persons who are involved in behalf of the Guarantors have sufficient legal capacity to enter into and perform the Transaction or to carry out their role in it.

(b) Each party to the Transaction has satisfied those legal requirements that are applicable to it to the extent necessary to make the Transaction Documents enforceable against it.

(c) Each party to the Transaction (other than the Guarantors) has complied with all legal requirements pertaining to its status as such status relates to its rights to enforce the Transaction Documents against the Guarantors.

(d) Each document submitted to us for review is accurate and complete, each such document that is an original is authentic, each such document that is a copy conforms to an authentic original, and all signatures on each such document are genuine.

(e) The Public Authority Documents are accurate, complete, and authentic and all official public records (including their proper indexing and filing) are accurate and complete.

(f) There has not been any mutual mistake of fact or misunderstanding, fraud, duress or undue influence.

(g) The conduct of the parties to the Transaction complies with any requirement of good faith, fair dealing and good conscience.

(h) The parties to the Transaction, other than the Guarantors, have acted in good faith and without notice of any defense against the enforcement of any rights created as part of the Transaction.

(i) There are no agreements or understandings among the parties, written or oral, and there is no usage of trade or course of prior dealing among the parties that would, in either case, define, supplement or qualify the terms of the Transaction Documents.

(j) **Other Agreements** and **Court Orders** (as such terms are defined in the attached Glossary) would be enforced as written.

(k) Neither the other parties to the Transaction nor the Guarantors will in the future take any discretionary action (including a decision not to act) permitted under the Transaction Documents that would result in a violation of law or constitute a breach or default under any Other Agreement or Court Order.

(l) The Guarantors will obtain all permits and governmental approvals required in the future, and take all actions similarly required, relevant to subsequent consummation of the Transaction or performance of the Transaction Documents.

(m) All parties to the Transaction will act in accordance with, and will refrain from taking any action that is forbidden by, the terms and conditions of the Transaction Documents.

We have no Actual Knowledge that the foregoing assumptions are false. We have no Actual Knowledge of facts that, under the circumstances, would make our reliance on the foregoing assumptions unreasonable.

3.2 Exclusions. None of the foregoing opinions include any implied opinion unless such implied opinion is both (i) essential to the legal conclusion reached by the express opinions set forth above and (ii) based upon prevailing norms and expectations among experienced lawyers in the State, reasonable in the circumstances. Moreover, unless explicitly addressed in this Opinion Letter, the foregoing opinions do not address any of the following legal issues, and we specifically express no opinion with respect thereto:

(a) Federal securities laws and regulations administered by the Commission (other than the Public Utility Holding Company Act of 1935), state “Blue Sky” laws and regulations, and laws and regulations relating to commodity (and other) futures and indices and other similar instruments;

(b) Federal Reserve Board margin regulations;

(c) pension and employee benefit laws and regulations (e.g., ERISA);

(d) Federal and state antitrust and unfair competition laws and regulations;

(e) Federal and state laws and regulations concerning filing and notice requirements (e.g., Hart-Scott-Rodino and Exon-Florio);

(f) compliance with fiduciary duty requirements;

(g) **Local Law**;

(h) fraudulent transfer and fraudulent conveyance laws;

(i) Federal and state environmental laws and regulations;

(j) Federal and state land use and subdivision laws and regulations;

(k) Federal and state tax laws and regulations;

(l) Federal patent, copyright and trademark, state trademark, and other Federal and state intellectual property laws and regulations;

(m) Federal and state racketeering laws and regulations (e.g., RICO);

(n) Federal and state health and safety laws and regulations (e.g., OSHA);

(o) Federal and state health care laws;

(p) Federal and state banking laws and financial regulation (e.g. Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010);

(q) Federal and state labor laws and regulations;

(r) Federal and state laws, regulations and policies concerning (A) national and local emergency, (B) possible judicial deference to acts of sovereign states, and (C) criminal and civil forfeiture laws; and

(s) other Federal and state statutes of general application to the extent they provide for criminal prosecution (e.g., mail fraud and wire fraud statutes).

3.3 Other Common Qualifications. The opinions set forth in this Opinion Letter are subject to the following qualifications: to the extent the Law of the State applies any of the following rules to one or more of the provisions of the Transaction Documents covered by any opinion set forth in this Opinion Letter, that opinion is subject to the effect of generally applicable rules of Law that:

(a) limit or affect the enforcement of provisions of a contract that purport to require waiver of the obligations of good faith, fair dealing, diligence, and reasonableness;

(b) provide that forum selection clauses in contracts are not necessarily binding on the court(s) in the forum selected;

(c) limit the availability of a remedy under certain circumstances where another remedy has been elected;

(d) limit the right of a creditor to use force or cause a breach of the peace in enforcing rights, or otherwise to exercise purported self-help remedies;

(e) relate to the sale or disposition of collateral or the requirements of a commercially reasonable sale, including, without limitation, statutory cure provisions and rights of reinstatement and limitations on deficiency judgments;

(f) limit the enforceability of provisions releasing, exculpating or exempting a party from, or requiring indemnification of a party for, liability for its own action or inaction, to the extent the action or inaction involves gross negligence, recklessness, willful misconduct or unlawful conduct;

(g) may, where less than all of a contract may be unenforceable, limit the enforceability of the balance of the contract to circumstances in which the unenforceable portion is not an essential part of the agreed exchange;

(h) govern and afford judicial discretion regarding the determination of damages and entitlement to attorneys' fees and other costs;

(i) may, in the absence of a waiver or consent, discharge a guarantor to the extent that (A) action by a creditor impairs the value of collateral securing guaranteed debt to the detriment of the guarantor, or (B) guaranteed debt is materially modified;

(j) may permit a party who has materially failed to render or offer performance required by the contract to cure that failure unless (A) permitting a cure would unreasonably hinder the aggrieved party from making substitute arrangements for performance, or (B) it was important in the circumstances to the aggrieved party that performance occur by the date stated in the contract;

(k) impose limitations on attorneys' or trustees' fees; and

3.4 State Qualification as to Certain Waivers. We further advise you that under Ind. Code §§ 34-54-3-1 through 34-54-3-3 any Document(s) that secures or includes a contract, provision, agreement or stipulation that gives an opposing party the right or the power of attorney on behalf of the Guarantors (individually or together) to (1) appear in any court and waive service of process in an action to enforce the payment of money claimed to be due on the instrument; (2) confess judgment for any portion of the indebtedness due under the instrument other than by action by the court upon a hearing after due notice; or (3) release errors and rights of appeal from a judgment rendered for the matters described above or consents to the issue of execution on the judgment or the matters described above is void. Further, under Ind. Code § 34-54-3-4, a State court will not issue an execution or other process to aid or enforce the collection of any judgment or final decree rendered in another jurisdiction, which judgment or final decree would be unenforceable by a State court applying the above cited statutes, and consequently we render no opinion as to whether any instrument which may now or hereafter be secured by the Document(s) and which includes any such provision will allow an opposing party to enforce in the State any foregoing judgment or decree rendered thereon.

3.5 Generic Qualification. The opinions set forth in this Opinion Letter are subject to the following qualification: certain remedies, waivers, and other provisions of the Transaction Documents may not be enforceable under applicable law, but such law does not render the Transaction Documents invalid as a whole or make the Transaction Documents legally inadequate.

IV.
USE OF THIS OPINION

4.1 This opinion is furnished to you in connection with the filing of the Registration Statement, in accordance with the requirements of Item 601(b)(5)(i) of Regulation S-K promulgated under the Securities Act. Kirkland & Ellis LLP may rely upon this opinion in connection with its opinion addressed to the Company, filed as Exhibit 5.1 to the Registration Statement, to the same extent as if it were an addressee hereof. We hereby consent to the filing of this opinion with the Commission as Exhibit 5.6 to the Registration Statement. We also consent to the reference to our firm under the heading "Legal Matters" in the Registration Statement. In giving this consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act. In addition, we assume no

obligation to supplement this opinion if, after the date hereof, any applicable laws change or we become aware of any facts that might change the opinions set forth herein or cause such opinions to be inaccurate or incomplete. This opinion is an expression of professional judgment and is not a guarantee of a result.

Very truly yours,

FROST BROWN TODD LLC

By: /s/ Howard R. Cohen
Howard R. Cohen, Member

GLOSSARY

As used in the Opinion Letter to which this Glossary is attached, except as otherwise defined in such Opinion Letter, the following terms (whether used in the singular or the plural) shall have the meanings indicated:

Actual Knowledge: with respect to the Opinion Giver, the conscious awareness of facts or other information by the Primary Lawyer or Primary Lawyer Group.

Charter Documents: The Articles of Incorporation, By-Laws, and resolutions authorizing the Guaranty.

Guarantors: Options Community Based Services, Inc., an Indiana corporation, Options Treatment Center Acquisition Corporation, an Indiana corporation, Resolute Acquisition Corporation, an Indiana corporation, Resource Community Based Services, Inc., an Indiana corporation, RTC Resource Acquisition Corporation, an Indiana corporation, and Success Acquisition Corporation, an Indiana corporation.

Court Orders: court and administrative orders, writs, judgments and decrees that name the Guarantors and are specifically directed to it or its property.

Law: the statutes, the judicial and administrative decisions, and the rules and regulations of the governmental agencies of the Opining Jurisdiction, including its Local Law (but subject to any limitations on coverage of Local Law set forth in the Opinion Letter to which this Glossary is attached).

Local Law: the statutes and ordinances, the administrative decisions, and the rules and regulations of counties, towns, municipalities and special political subdivisions (whether created or enabled through legislative action at the Federal, state or regional level), and judicial decisions to the extent that they deal with any of the foregoing.

Opining Jurisdiction: a jurisdiction whose applicable Law is addressed by the Opinion Giver in the Opinion; if there is more than one such jurisdiction (e.g., the United States of America and a particular state), the term refers collectively to all.

Opinion: a legal opinion that is rendered by the Opinion Giver to one or more persons involved in the Transaction other than the Guarantors.

Opinion Giver: the lawyer or legal organization rendering the Opinion.

Opinion Letter: the document setting forth the Opinion that is delivered to and accepted by the Opinion Recipient.

Opinion Recipient: the addressee or addressees of the Opinion Letter.

Other Agreements: contracts, other than the Transaction Documents, to which the Guarantors are a party or by which they or their property is bound.

Other Counsel: a lawyer or legal organization (other than the Opinion Giver) providing a legal opinion pertaining to particular matters concerning the Guarantors, the Transaction Documents or the Transaction (i) directly to the Opinion Recipient, or (ii) to the Opinion Giver in support of the Opinion.

Other Jurisdiction: the jurisdiction whose law a Transaction Document provides will govern that contract, if not the Opining Jurisdiction.

Primary Lawyer:

(a) the lawyer in the Opinion Giver's organization who signs the Opinion Letter;

(b) any lawyer in the Opinion Giver's organization who has active involvement in negotiating the Transaction, preparing the Transaction Documents or preparing the Opinion Letter; and

(c) solely as to information relevant to a particular opinion issue or confirmation regarding a particular factual matter (*e.g.*, pending or threatened legal proceedings), any lawyer in the Opinion Giver's organization who is primarily responsible for providing the response concerning that particular opinion issue or confirmation.

Primary Lawyer Group: all of the Primary Lawyers when there are more than one.

Public Authority Documents: certificates issued by the Secretary of State or any other government official, office or agency concerning a person's property or status, such as certificates of incorporation.

Transaction Documents: as set forth in Annex A.

ANNEX A

TRANSACTION DOCUMENTS

(a) Indenture.

(b) Registration Statement.

(c) Registration Rights Agreement.

PUBLIC AUTHORITY DOCUMENTS

(d) Indiana Secretary of State Certificate of Existence for Options Community Based Services, Inc., dated October 7, 2011.

(e) Indiana Secretary of State Certificate of Existence for Options Treatment Center Acquisition Corporation, dated October 4, 2011.

(f) Indiana Secretary of State Certificate of Existence for Resolute Acquisition Corporation, dated October 4, 2011.

(g) Indiana Secretary of State Certificate of Existence for Resource Community Based Services, Inc., dated October 4, 2011.

(h) Indiana Secretary of State Certificate of Existence for RTC Resource Acquisition Corporation, dated October 4, 2011.

(i) Indiana Secretary of State Certificate of Existence for Success Acquisition Corporation, dated October 4, 2011.

(j) Certificate of the Indiana Secretary of State dated October 4, 2011, certifying copy of the Articles of Incorporation of Options Community Based Services, Inc.

(k) Certificate of the Indiana Secretary of State dated October 4, 2011, certifying copy of the Articles of Incorporation of Options Treatment Center Acquisition Corporation.

(l) Certificate of the Indiana Secretary of State dated October 4, 2011, certifying copy of the Articles of Incorporation of Resolute Acquisition Corporation.

(m) Certificate of the Indiana Secretary of State dated October 4, 2011, certifying copy of the Articles of Incorporation of Resource Community Based Services, Inc.

(n) Certificate of the Indiana Secretary of State dated October 4, 2011, certifying copy of the Articles of Incorporation of RTC Resource Acquisition Corporation.

(o) Certificate of the Indiana Secretary of State dated October 4, 2011, certifying copy of the Articles of Incorporation of Success Acquisition Corporation.

Exhibit 5.7

[GOULSTON & STORRS LETTERHEAD]

December 15, 2011

Behavioral Health Online, Inc.
Detroit Behavioral Institute, Inc.
North Point - Pioneer, Inc.
PHC of Michigan, Inc.
PHC of Nevada, Inc.
PHC of Utah, Inc.
PHC of Virginia, Inc.
Renaissance Recovery, Inc.
Wellplace, Inc.
c/o Acadia Healthcare Company, Inc.
830 Crescent Drive, Suite 610
Franklin, Tennessee 37067

Re: Registration Statement on Form S-4

Ladies and Gentlemen:

We are issuing this opinion letter in our capacity as special Massachusetts counsel to each of (i) Behavioral Health Online, Inc., a Massachusetts corporation, (ii) Detroit Behavioral Institute, Inc., a Massachusetts corporation, (iii) North Point - Pioneer, Inc., a Massachusetts corporation, (iv) PHC of Michigan, Inc., a Massachusetts corporation, (v) PHC of Nevada, Inc., a Massachusetts corporation, (vi) PHC of Utah, Inc., a Massachusetts corporation, (vii) PHC of Virginia, Inc., a Massachusetts corporation, (viii) Renaissance Recovery, Inc., a Massachusetts corporation, and (ix) Wellplace, Inc., a Massachusetts corporation (each of the foregoing entities being a "MA Guarantor" and collectively the "MA Guarantors"), in connection with each MA Guarantor's proposed guarantee, along with the other guarantors under the Indenture (as defined below), of $150,000,000 in aggregate principal amount of 12.875% Senior Notes due 2018 (the "Exchange Notes") to be issued by Acadia Healthcare Company, Inc., a Delaware corporation (the "Company"), in connection with an exchange offer to be made pursuant to a Registration Statement on Form S-4 (such Registration Statement, as supplemented or amended, is hereinafter referred to as the "Registration Statement"), to be filed with the Securities and Exchange Commission (the "Commission") on or about December 15, 2011, under the Securities Act of 1933, as amended (the "Securities Act"). The obligations of the Company under the Exchange Notes will be guaranteed by each MA Guarantor (each, a "Guarantee"), along with other guarantors. The Exchange Notes and the Guarantee of each MA Guarantor are to be issued pursuant to an Indenture, dated as of November 1, 2011 (the "Indenture"), among the Company, the guarantors named therein and U.S. Bank National Association, as trustee (the "Trustee"). Capitalized terms defined in the Indenture and not otherwise defined herein are used herein with the meanings so defined.

This opinion letter is furnished to you in connection with the filing of the Registration Statement in accordance with the requirements of Item 601(b)(5)(i) of Regulation S-K promulgated under the Securities Act. Our service as special counsel to the MA Guarantors is limited to the preparation of this opinion letter.

We have examined the Indenture and the Guarantee of each MA Guarantor (each, a "Document" and collectively, the "Documents") as furnished to us on your behalf.

Except as otherwise may be noted herein, in rendering this opinion letter we have examined and relied solely upon the following, and we have made no other inquiry, investigation or documentary review whatsoever:

(i) the Documents;

(ii) the Registration Statement;

(iii) the Registration Rights Agreement;

(iv) the Articles of Organization of each MA Guarantor, certified by the Secretary of each MA Guarantor as of December 15, 2011 (each, a "MA Guarantor's Articles of Organization");

(v) the By-Laws of each MA Guarantor, certified by the Secretary of each MA Guarantor as of December 15, 2011 (each, a "MA Guarantor's By-Laws");

(vi) the certificates of good standing and legal existence for each MA Guarantor from the Secretary of State of the Commonwealth of Massachusetts, dated as of dates set forth on Exhibit A to this opinion letter;

(vii) the written consents in lieu of a special meeting of the Board of Directors of each MA Guarantor at which actions were taken with respect to the Documents, certified by the Secretary of each MA Guarantor as of December 15, 2011;

(viii) the certificate of the Secretary of each MA Guarantor, dated as of December 15, 2011, as to, among other things, the delivery of the Indenture to the Trustee and the incumbency and signature of certain officers of such MA Guarantor; and

(ix) the representations and warranties as to factual matters contained in the Documents.

In addition, we have reviewed such provisions of the laws of the Commonwealth of Massachusetts, as applied by courts located in the Commonwealth of Massachusetts, as we have deemed necessary in order to express the opinions set forth below.

Based solely on the foregoing, and subject to the limitations and qualifications set forth below, we are of the opinion that:

1. Each MA Guarantor is a corporation legally existing and in corporate good standing under the laws of the Commonwealth of Massachusetts. Each MA Guarantor has the corporate power to execute and deliver, and perform its obligations under, the Documents.

2. The execution and delivery by each MA Guarantor of the Documents have been duly authorized by all necessary corporate action of such MA Guarantor, and the Indenture has been duly executed and delivered to the Trustee on behalf of such MA Guarantor.

3. The execution and delivery by each MA Guarantor of the Documents do not, and the performance by such MA Guarantor of its obligations under such Documents will not, violate such MA Guarantor's Articles of Organization or By-Laws or any provision of existing law or governmental rule or regulation of the Commonwealth of Massachusetts applicable to such MA Guarantor.

4. The execution and delivery by each MA Guarantor of the Documents, and the consummation by such MA Guarantor of the transactions contemplated thereby, do not require any consent or approval of or filing with any governmental body or regulatory authority of the Commonwealth of Massachusetts, except (i) such of the foregoing as have been previously obtained or made as of the date hereof or (ii) as may be required under the securities or "Blue Sky" laws of the Commonwealth of Massachusetts.

The opinions and factual confirmations expressed herein are subject to the following limitations and qualifications:

A. We have assumed (i) the genuineness of all signatures, (ii) the legal capacity of all natural persons, (iii) the conformity to original documents of all documents submitted to us as electronic, certified, facsimile or photostatic copies, (iv) the authenticity, accuracy and completeness of all documents submitted to us as originals or as copies of originals, (v) that each Guarantee as executed and delivered is identical to the draft thereof reviewed by us except for the insertion of the date thereof and other conforming changes, (vi) the absence of mutual mistake or misunderstanding and of fraud, coercion, duress or other similar inequitable conduct in connection with the negotiation, execution and delivery of the Documents and the transactions contemplated thereby, (vii) the Company owns, directly or indirectly, all of the outstanding capital stock of the MA Guarantors, (viii) the Registration Statement will be effective at the time the Exchange Notes are offered as contemplated by the Registration Statement, (ix) any applicable prospectus supplement will have been prepared and filed with the Commission describing the Exchange Notes offered thereby to the extent necessary, (x) the Initial Notes have been exchanged in the manner described in the prospectus forming a part of the Registration Statement, (xi) the Indenture has been duly qualified under the Trust Indenture Act of 1939, as amended, and (xii) the Company and the MA Guarantors will have obtained any legally required consents, approvals, authorizations and other orders of the Commission and any other federal regulatory agencies necessary for the Exchange Notes to be exchanged, offered and sold in the manner stated in the Registration Statement and any applicable prospectus supplement.

B. We have assumed that (i) each party to the Documents (other than the MA Guarantors) (each, a "Non-MA Guarantor Party") (a) has all requisite power and authority and has taken all necessary corporate or other action to authorize such Non-MA Guarantor Party to execute and deliver, and perform its obligations under, such of the Documents and other related documents as may be executed in connection therewith and to which such Non-MA Guarantor Party is a party and to effect the transactions contemplated thereby and (b) has duly executed and delivered such Documents and other related documents; (ii) the Documents and other related documents constitute legal, valid and binding obligations of each party thereto enforceable against such person in accordance with their respective terms; and (iii) the consideration to be received by the Company and the MA Guarantors with respect to each Document is adequate and has been delivered to or for the benefit of the Company and the MA Guarantors on or prior to the date hereof. This opinion letter does not take account of, and we express no opinion with respect to, (x) any requirement of law that may be applicable to any person by reason of the legal or regulatory status of any Non-MA Guarantor Party or by reason of any other facts particularly pertaining to any Non-MA Guarantor Party or (y) any approval or consent required by or arising out of any contract or agreement (other than the Documents) to which any person is a party or by which any person may be bound.

C. This opinion letter is limited to the legal matters explicitly addressed herein and does not extend, by implication or otherwise, to any other matter. Without limiting the generality of the foregoing, no opinion is expressed herein with respect to, or the effect any of the following may have upon any opinion expressed in this opinion letter: (i) securities laws, including, without limitation, the anti-fraud provisions thereof, (ii) tax, labor or employment matters, including, without limitation, pension and employee benefit matters, (iii) anti-trust and unfair competition laws, (iv) banking laws, including, without limitation, Federal Reserve Board regulations, (v) consumer protection laws, (vi) the charging of compound interest, usury, so-called "loan sharking" or other similar matters, (vii) any indemnification, contribution, exculpation or release provisions contained in the Documents, (viii) noncompetition agreements, (ix) any provision of the Documents with respect to submission to jurisdiction, waiver of service of process or venue, waiver of trial by jury, waiver of immunity, subrogation rights, penalties, forfeitures or charges, confession of judgment, powers of attorney, oral agreements amending or modifying any of the Documents, prohibition of assignment, delay or omission of enforcement of rights or remedies, severability, marshaling of assets, requiring property insurance in excess of full replacement value of the relevant property or purporting to authorize any person to collect or make any claim against rents without taking actual possession of or exercising control over the relevant premises, (x) the assignability (under law or their own terms) of any contracts, agreements, leases, certificates, instruments, franchises, permits, licenses, warranties, development rights, consents, approvals or contract rights purported to be assigned to the Trustee by the terms of any of the Documents, (xi) title to property (real, personal or mixed, tangible or intangible), (xii) the validity, attachment, perfection and/or priority of any security interest, pledge or lien, (xiii) the applicability of or compliance with zoning by-laws, building codes, subdivision control laws, historic preservation laws or other land use laws (including, in each instance, any laws, rules or regulations relating to the development, construction and/or operation of real property and improvements thereto), (xiv) environmental, hazardous materials, health or safety laws, (xv) the principles of fiduciary duty (including as noted in Paragraph H below), (xvi) money-laundering and anti-terrorist laws, (xvii) other than with respect to the opinion expressed in Paragraph 3 above, any laws related to licensure and operation of healthcare facilities, such as substance abuse facilities, outpatient psychiatric facilities, psychiatric hospitals and residential treatment facilities, including so-called certificate of need and transfer of ownership laws or (xviii) the authorization of the terms, execution, delivery and performance of and/or the legality or enforceability of provisions of the Documents to the extent such authorization, legality or enforceability is predicated upon any of the foregoing.

D. We are not passing upon and do not assume any responsibility for the accuracy, sufficiency, completeness or fairness of any statements, representations, warranties, descriptions, information or financial data supplied to the Trustee in or with respect to the Documents or the transactions contemplated thereby or the fairness of such transactions themselves, and we make no representation that we have independently verified the accuracy, sufficiency, completeness or fairness of any of the foregoing.

E. With respect to references herein to "our knowledge" or words of similar import, such references mean the conscious awareness that those attorneys currently employed by Goulston & Storrs who have participated directly in the specific transactions to which this opinion letter relates have obtained from (i) their review of the certificates, documents, instruments, and corporate records referred to in the fourth introductory paragraph to this opinion letter and (ii) the representations and warranties of the MA Guarantors set forth in the Documents. With respect to the certificates, documents, instruments, and corporate records referred to in clause (i) of the preceding sentence, we express no opinion relating to matters not disclosed therein or as to which notice was filed after the dates thereof. Except as specifically noted above, we have not made any independent review or investigation of any factual matter, and no inference as to our knowledge of the existence or absence of any fact should be drawn from the fact of our representation of the MA Guarantors, including as noted in Paragraph H below.

F. The opinions expressed herein are limited to the existing laws of the Commonwealth of Massachusetts as applied by courts located in the Commonwealth of Massachusetts. We express no opinion as to choice or conflicts of laws or as to the federal laws of the United States or as to the laws of any other jurisdiction or as to statutes, administrative decisions, rules or regulations of any court, municipality, subdivision or local authority of any jurisdiction.

G. The opinion expressed in the first sentence of Paragraph 1 as to legal existence and good standing is based solely upon the certificates referred to in clause (vi) of the fourth introductory paragraph of this opinion letter and speaks as of the date of such certificates. The opinion expressed in Paragraph 3 as to no violation of existing law or governmental rule or regulation is based on those statutes, rules and regulations that, in our experience, are normally applicable and material to transactions of the type contemplated by the Documents. The opinion expressed in Paragraph 4 relates only to consents and approvals and filings that, in our experience, are normally applicable and material to transactions of the type contemplated by the Documents.

H. We call your attention to pending litigation of *MAZ Partners LP v. Bruce A. Shear, et al.*, USDC for the District of Massachusetts 1:11-cv-11099 (the "Litigation"). The plaintiff in the Litigation has alleged, inter alia, that (i) the members of the Board of Directors of PHC, Inc., the former parent company of each of the MA Guarantors ("PHC"), breached their fiduciary duties to PHC's shareholders in connection with their approval of the merger of PHC into Acadia Merger Sub, LLC, a Delaware limited liability company wholly-owned by the Company ("Merger Sub" and such merger, the "Merger"); and (ii) the Company and Merger Sub aided and abetted the breaches by the members of the Board of Directors of PHC of their fiduciary duties in connection with their approval of the Merger. In addition to our representation of the MA Guarantors in the preparation of this opinion letter, we have informed you that this firm also represents the Company as local counsel of record in the Litigation. Notwithstanding our representation of the Company in the Litigation, (a) none of the attorneys currently employed by Goulston & Storrs who have participated directly in the specific transactions to which this opinion letter relates have made any review or investigation of any factual matter related to the Litigation, and no inference as to our knowledge of the existence or absence of any fact related to the Litigation should be drawn from the fact of Goulston & Storrs' representation of the Company in the Litigation and (b) no opinion is expressed herein with respect to the merits of the Litigation, or any of the underlying allegations, or to the effect the same may have upon any opinion expressed in this opinion letter. For purposes of the opinions expressed herein, we have assumed that the members of the Board of Directors of each MA Guarantor, in connection with the Documents and the transactions contemplated thereby, have met the applicable standard of care and otherwise fully discharged their fiduciary duties, including, without limitation, any and all fiduciary duties to such MA Guarantor and such MA Guarantor's stockholders.

All opinions expressed herein are as of the date hereof (unless otherwise stated), and we assume no obligation to update such opinions to reflect any facts or circumstances that hereafter come to our attention or any changes in the law that may hereafter occur. This opinion letter is furnished to you in connection with the filing of the Registration Statement in accordance with the requirements of Item 601(b)(5)(i) of Regulation S-K promulgated under the Securities Act. This opinion letter may be relied upon by you and Kirkland & Ellis LLP in connection with its opinion addressed to the Company, filed as Exhibit 5.1 to the Registration Statement, to the same extent as if it were an addressee hereof.

We hereby consent to the filing of this opinion with the Commission as Exhibit 5.7 to the Registration Statement. We also consent to the reference to our firm under the heading “Legal Matters” in the Registration Statement. In giving this consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act.

Very truly yours,

/s/ Goulston & Storrs

JAE/GJG/ccc

Exhibit A

Name of MA Guarantor	Jurisdiction	Date of Certificate
Behavioral Health Online, Inc.	Massachusetts	October 20, 2011
Detroit Behavioral Institute, Inc.	Massachusetts	October 5, 2011
NorthPoint - Pioneer, Inc.	Massachusetts	October 5, 2011
PHC of Michigan, Inc.	Massachusetts	October 5, 2011
PHC of Nevada, Inc.	Massachusetts	October 5, 2011
PHC of Utah, Inc.	Massachusetts	October 5, 2011
PHC of Virginia, Inc.	Massachusetts	October 5, 2011
Renaissance Recovery, Inc.	Massachusetts	October 11, 2011
Wellplace, Inc.	Massachusetts	October 5, 2011

BUTLER | SNOW

As of December 15, 2011

Milcreek Schools Inc.
Rehabilitation Centers, Inc.
830 Crescent Centre Drive, Suite 610
Franklin, Tennessee 37067

Re: Registration Statement on Form S-4

Ladies and Gentlemen:

We have acted as special Mississippi counsel for Millcreek Schools Inc., a Mississippi corporation and Rehabilitation Centers, Inc., a Mississippi corporation, (individually, a "Mississippi Guarantor" and collectively, the "Mississippi Guarantors"), in connection with the proposed guarantee from each of the Mississippi Guarantors, along with the other guarantors under the Indenture (as hereinafter defined), of $150,000,000 in aggregate principal amount of 12.875% Senior Notes due 2018 (the "Exchange Notes") to be issued by Acadia Healthcare Company, Inc., a Delaware corporation (the "Company"), in connection with an exchange offer to be made pursuant to a Registration Statement on Form S-4 (such Registration Statement, as supplemented or amended, is hereinafter referred to as the "Registration Statement"), to be filed with the Securities and Exchange Commission (the "Commission") on or about December 15, 2011, under the Securities Act of 1933, as amended (the "Securities Act"). The obligations of the Company under the Exchange Notes will be guaranteed by the each of Mississippi Guarantors (individually a "Guarantee" and collectively, the "Guarantees"), along with other guarantors. The Exchange Notes and the Guarantees are to be issued pursuant to an Indenture, dated as of November 1, 2011 (the "Indenture"), by and among the Company, the guarantors named therein including, but not limited to, the Mississippi Guarantors and U.S. Bank National Association, as trustee.

In connection with this opinion, we have reviewed executed copies of the following documents, except of the Registration Statement, of which we have reviewed an execution copy (items 1 through 3, inclusive, below are collectively referred to herein as the "Transaction Documents"):

1. The Indenture;

2. The Registration Statement;

Post Office Box 6010
Ridgeland, MS 39158-6010

T 601.948.5711
F 601.985.4500
www.butlersnow.com

Suite 1400
1020 Highland Colony Parkway
Ridgeland, MS 39157

BUTLER, SNOW, O'MARA, STEVENS & CANNADA, PLLC

3. The Registration Rights Agreement, dated as of November 1, 2011, by and among the Company, the guarantors named therein, including, but not limited to, the Mississippi Guarantors, and Jefferies & Company, Inc., as initial purchaser;

4. Organizational documents of the Mississippi Guarantors; and

5. Resolutions of Boards of Directors of the Mississippi Guarantors.

For purposes of this opinion, we have assumed the genuineness of all signatures, the legal capacity of natural persons, the authenticity of all documents submitted to us as originals and the conformity to the originals of all documents submitted to us as copies. We have also assumed the authority of all persons signing all documents in connection with this opinion other than the Mississippi Guarantors and the due authorization, execution and delivery of all documents by the parties thereto other than the Mississippi Guarantors. As to various facts material to the opinions set forth herein, we have relied upon statements and representations made by the officers and other representatives of the Company and the Mississippi Guarantors, which facts we have not independently verified.

The opinions set forth herein are limited to the law of the State of Mississippi (the "State") and the applicable federal law of the United States, and we express no opinion herein as to the law of any other jurisdiction.

In rendering the opinions expressed herein, we have assumed, without inquiry or investigation, that there has been no mutual mistake of fact or misunderstanding, fraud, duress, or undue influence involved with respect to any party and that each party has complied with any requirement of good faith, fair dealing and conscionability.

For purpose of this opinion, we have also assumed that:

1. The Registration Statement will be effective at the time the Exchange Notes are offered as contemplated by the Registration Statement;

2. Any applicable prospectus supplement will have been prepared and filed with the Commission describing the Exchange Notes offered thereby to the extent necessary;

3. The Initial Notes (as defined in the Indenture) have been exchanged in the manner described in the prospectus forming a part of the Registration Statement;

4. The Indenture has been duly qualified under the Trust Indenture Act of 1939, as amended; and

5. The Company and the Mississippi Guarantors will have obtained any legally required consents, approvals, authorizations and other orders of the Commission and any other federal regulatory agencies necessary for the Exchange Notes to be exchanged, offered and sold in the manner stated in the Registration Statement and any applicable prospectus supplement.

Based upon and subject to the foregoing, we are of the opinion that:

1. Each of the Mississippi Guarantors has been duly incorporated and is validly existing as a corporation in good standing under the laws of the State of Mississippi. Our opinions in this Section 1 are based solely upon our examination of a Certificate of Existence of each of the Mississippi Subsidiaries issued by the Secretary of State of Mississippi dated October 3, 2011 and are limited to the meaning ascribed to such certificates by the said Secretary of State.

2. Each of the Mississippi Guarantors has the corporate power and authority to enter into and perform its obligations under the Indenture and respective Guarantee.

3. Each Mississippi Guarantor has taken all necessary corporate action to authorize the execution of the Indenture and its respective Guarantee.

4. The execution and delivery by each of the Mississippi Guarantors of the Indenture and its respective Guarantee do not, and the performance by the Mississippi Guarantors of their obligations thereunder will not, conflict with or constitute a breach of or default under (or an event which with notice or the passage of time or both would constitute a default under) or violation of any of (i) the respective articles of incorporation or bylaws of the Mississippi Guarantors or (ii) any statute or governmental rule or regulation of the State which is binding upon a Mississippi Guarantor.

5. Under existing provisions of law, no authorization, approval, consent, order, filing or registration of or from any governmental or regulatory body in the State was required in connection with the execution and delivery of the Indenture by the Mississippi Guarantors or is required for the issuance by the Mississippi Guarantors of the Guarantees.

This opinion letter is limited to the matters expressly stated herein, and no opinion is implied or may be inferred beyond the matters expressly stated herein. In every instance in this opinion where we have relied on a document prepared, conclusion drawn, or certification made, by another person

or entity, we have made no investigation of that other person or entity for purposes of corroborating the accuracy of any information or representations provided to us by that other person or entity; however, we have no knowledge of any facts which would lead us to believe such matters to untrue or inaccurate. Wherever we indicate that our opinion is to our knowledge or is based on our knowledge, our opinion is based solely on (i) the current actual knowledge of the attorneys currently with the firm who have represented the Mississippi Guarantors in connection with the Transaction Documents, and (ii) the representations and warranties of said parties contained in the Transaction Documents, which have not been independently investigated or verified by us.

This opinion letter is made as of the date hereof and we undertake no, and hereby disclaim any, obligation to advise you of any change in any matter set forth herein, including, without limitation, any changes in Mississippi law. Insofar as the opinions herein relate to any actions to be taken after the date of this letter, the opinions are limited to the facts as they exist and the date hereof.

This opinion letter is furnished to you in connection with the filing of the Registration Statement in accordance with the requirements of Item 601(b)(5)(i) of Regulation S-K promulgated under the Securities Act. Kirkland & Ellis LLP may rely upon this opinion in connection with its opinion addressed to the Company, filed as Exhibit 5.1 to the Registration Statement, to the same extent as if it were an addressee hereof.

We hereby consent to the filing of this opinion with the Commission as Exhibit 5.8 to the Registration Statement. We also consent to the reference to our firm under the heading “Legal Matters” in the Registration Statement. In giving this consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act.

Very truly yours,

/s/ Butler, Snow, O’Mara, Stevens & Cannada, PLLC

BUTLER, SNOW, O’MARA, STEVENS & CANNADA, PLLC

Exhibit 5.9

[KARELL DYRE HANEY PLLP LETTERHEAD]

MARY SCRIM DYRE
DD Phone: 406.294.8482
mdyre@kdhlawfirm.com

December 15, 2011

Kids Behavioral Health of Montana, Inc.
830 Crescent Centre Drive, Suite 640
Franklin, Tennessee 37067

Re: Registration Statement on Form S-4

Ladies and Gentlemen:

We are issuing this opinion letter in our capacity as special Montana counsel to Kids Behavioral Health of Montana, Inc., a Montana corporation (the "Guarantor"), in connection with the Guarantor's proposed guarantee, along with the other guarantors under the Indenture (as defined below), of $150,000,000 in aggregate principal amount of 12.875% Senior Notes due 2018 (the "Exchange Notes") to be issued by Acadia Healthcare Company, Inc., a Delaware corporation (the "Company"), in connection with an exchange offer to be made pursuant to a Registration Statement on Form S-4 (such Registration Statement, as supplemented or amended, is hereinafter referred to as the "Registration Statement"), to be filed with the Securities and Exchange Commission (the "Commission") on or about December 15, 2011, under the Securities Act of 1933, as amended (the "Securities Act"). The obligations of the Company under the Exchange Notes will be guaranteed by the Guarantor (the "Guarantee"), along with other guarantors. The Exchange Notes and the Guarantee are to be issued pursuant to an Indenture, dated as of November 1, 2011 (the "Indenture"), among the Company, the guarantors named therein and U.S. Bank National Association, as trustee.

In connection with issuing this opinion letter, we have examined originals, or copies certified or otherwise identified to our satisfaction, of such documents, corporate records and other instruments as we have deemed necessary for the purposes of this opinion, including:

A. A copy of Guarantor's Certificate of Formation, together with all amendments and supplements thereto, in each case certified as true and correct by the Secretary of State of the State of Montana as of October 4, 2011 (the "Certificate of Formation");

B. A copy of Guarantor's Bylaws dated February 22, 2007, certified as true and correct by Guarantor as of November 1, 2011 (together with Guarantor's Certificate of Formation, the "Charter Documents");

C. A Certificate of Existence dated as of October 3, 2011 (the "Good Standing Certificate"), issued by the Secretary of State of the State of Montana with respect to Guarantor;

D. A Certificate of Guarantor dated November 1, 2011, attaching, among other things, a copy of the resolutions duly adopted by the Board of Directors of Guarantor, authorizing Guarantor's execution and delivery of the Indenture and issuance of the Guarantee ("Resolutions");

E. Indenture;

F. Registration Statement; and

G. Registration Rights Agreement, dated as of November 1, 2011, by and among the Company, the Guarantor, the other guarantors party thereto, and Jefferies & Company, Inc., as initial purchaser.

The documents identified in E-G above, together with the Guarantee, are herein referred to as the "Transaction Documents".

In our examination of the documents referred to above and in rendering the opinions expressed below, we have assumed without investigation or verification (but with your permission):

(a) the accuracy, completeness and authenticity of all original certificates, agreements, documents, records and other materials, the conformity with originals of any copies, the genuineness of all signatures, and the legal capacity of all natural persons;

(b) that (i) each party to the Transaction Documents, if applicable, in each case other than with respect to Guarantor, has been duly organized and is validly existing under the laws of its respective jurisdiction of organization, has full power and authority to execute, deliver and perform all of its obligations under the Transaction Documents, as applicable, and has duly authorized by all requisite action, corporate, partnership or otherwise, and validly executed and delivered the Transaction Documents, as applicable, under the laws of the jurisdiction of its organization, and (ii) each of the Transaction Documents constitutes the legal, valid and binding obligation of each party thereto, enforceable against such party in accordance with its terms;

(c) in connection with the transactions contemplated by the Transaction Documents, each party thereto has complied with all aspects of all applicable laws, other than the law of the State of Montana in the case of Guarantor;

(d) the Transaction Documents executed by Guarantor have been transmitted to the appropriate recipients;

(e) each person who has taken any action relevant to any of our opinions in the capacity of director, officer, or otherwise was duly elected to that position and held that position when such action was taken;

(f) Guarantor's Charter Documents and all amendments thereto, if any, have been adopted in accordance with all applicable legal requirements;

(g) to the extent applicable to the opinions given in this letter, all factual statements, representations and warranties in the Transaction Documents are true and correct;

(h) there has not been any mutual mistake of fact or misunderstanding, fraud, duress or undue influence among the parties to the Transaction Documents;

(i) each certificate obtained from a Governmental Authority relied on by us is accurate, complete and authentic, and all relevant official public records to which each such certificate relates are accurate and complete;

(j) As to certain matters of fact, we have relied, without independent investigation and with the express permission of the addressee hereof, on the statements and representations of officers and other representatives of Guarantor;

(k) the Registration Statement will be effective at the time the Exchange Notes are offered as contemplated by the Registration Statement;

(l) any applicable prospectus supplement will have been prepared and filed with the Commission describing the Exchange Notes offered thereby to the extent necessary;

(m) the Outstanding Notes (as defined in the Registration Statement) have been exchanged in the manner described in the prospectus forming a part of the Registration Statement;

(n) the Indenture has been duly qualified under the Trust Indenture Act of 1939, as amended; and

(o) the Company and the Guarantor will have obtained any legally required consents, approvals, authorizations and other orders of the Commission and any other federal regulatory agencies necessary for the Exchange Notes to be exchanged, offered and sold in the manner stated in the Registration Statement and any applicable prospectus supplement.

Based upon and subject to the qualifications, assumptions and limitations set forth herein, we are of the opinion that:

1. The Guarantor is a corporation existing and in good standing under the laws of the State of Montana.

2. The Guarantor has the corporate power and authority to enter into and perform its obligations under the Indenture and the Guarantee.

3. The Guarantor has duly authorized, executed and delivered the Indenture and has duly authorized the Guarantee.

4. The execution and delivery of the Indenture and the Guarantee by the Guarantor and the performance by the Guarantor of its obligations thereunder (including with respect to the Guarantee) do not and will not conflict with or constitute or result in a breach or default under (or an event which with notice or the passage of time or both would constitute a default under) or violation of (i) any of the provisions of Guarantor's Charter Documents, or (ii) any statute or governmental rule or regulation of the State of Montana.

5. No consent, approval, authorization or order of any State of Montana court or governmental authority of the State of Montana was required in connection with the execution and delivery of the Indenture or is required for the issuance by the Guarantor of the Guarantee.

Our opinions expressed above are subject to the following limitations, qualifications and exclusions:

(i) Our opinions are based upon and limited to the existing laws of the State of Montana on the date of this letter, and we assume no obligation to update or supplement this opinion. We have not made a review of, and express no opinion concerning, the laws of any jurisdiction other than the State of Montana. Our opinions are limited to the specific opinions expressed above, and no opinion is to be implied or inferred beyond the matters expressly stated herein. Our opinions are not a guaranty of an outcome of any legal dispute which may arise with regard to the Transaction Documents or any other matter which is the subject of our opinions.

(ii) This letter is our opinion as to certain legal conclusions as specifically set forth herein, and is not and shall not be deemed to be a representation or opinion as to any factual matters. We express no opinion on the enforceability of any of the Transaction Documents.

(iii) In preparing this letter, we have relied without any independent verification upon the assumptions earlier stated in this letter and upon: (i) information contained in certificates obtained from governmental authorities; (ii) factual information represented in the Transaction Documents; (iii) factual information provided to us in a support certificate executed by Guarantor; and (iv) factual information we have obtained from such other sources as we have deemed reasonable. We have examined the originals or copies certified to our satisfaction, of such other company records of Guarantor as we deem necessary for or relevant to this letter, certificates of public officials and other officers of Guarantor, and we have assumed without investigation that there has been no relevant change or development between the dates as of which the information cited in the preceding sentence was given and the date of this letter and that the information upon which we have relied is accurate and does not omit disclosures necessary to prevent such information from being misleading. Our opinion in paragraph 1 is based solely upon the Good Standing Certificate.

(iv) While we have not conducted any independent investigation to determine facts upon which our opinions are based or to obtain information about which this letter advises, we confirm that we do not have any actual knowledge which has caused us to conclude that our reliance and assumptions cited in this letter are unwarranted or that any information supplied to us in connection with the preparation of this letter is wrong. The term “actual knowledge” whenever it is used in this letter with respect to our firm means current actual knowledge (and not constructive, implied, or imputed knowledge or inquiry notice) at the time this letter is delivered on the date it bears by the lawyers who have had significant involvement with the preparation of this letter.

(v) To the extent the Transaction Documents include or make reference to documents and instruments not examined by us, the opinions expressed herein are subject to the matters that would be revealed by examination of such documents and instruments.

(vi) We express no opinion as to any regulatory provisions applicable to (except as expressly stated in our opinion), or any license or permit required in connection with, the business conducted by Guarantor.

(vii) We express no opinion concerning the effect of laws and regulations relating to securities, pension and employee benefits, taxes (except as expressly stated in our opinion), and any laws or regulations not generally applicable to the opinions set forth in this letter.

This opinion is limited to the specific issues addressed herein, and no opinion may be inferred or implied beyond that expressly stated herein. We assume no obligation to revise or

supplement this opinion after the date of the effectiveness of the Registration Statement should the present laws of the State of Montana be changed by legislative action, judicial decision or otherwise.

This opinion is furnished to you in connection with the filing of the Registration Statement, in accordance with the requirements of Item 601(b)(5)(i) of Regulation S-K promulgated under the Securities Act. Kirkland & Ellis LLP may rely upon this opinion in connection with its opinion addressed to the Company, filed as Exhibit 5.1 to the Registration Statement, to the same extent as if it were an addressee hereof.

We hereby consent to the filing of this opinion with the Commission as Exhibit 5.9 to the Registration Statement. We also consent to the reference to our firm under the heading “Legal Matters” in the Registration Statement. In giving this consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act.

Very truly yours,

KARELL DYRE HANEY PLLP

/s/ Mary Scrim Dyre

MARY SCRIM DYRE

MSD:vlr

Exhibit 5.10

[BUCHANAN INGERSOLL & ROONEY, PC LETTERHEAD]

December 15, 2011

Southwood Psychiatric Hospital, Inc.
c/o Acadia Healthcare Company, Inc.
830 Centre Crescent Drive, Suite 610
Franklin, Tennessee 37067

Re: Registration Statement on Form S-4

Ladies and Gentlemen:

We have acted as special Pennsylvania counsel to Southwood Psychiatric Hospital, Inc., a Pennsylvania corporation ("Guarantor") in connection with Guarantor's proposed guarantee, along with the other guarantors under the Indenture (as defined below), of $150,000,000 in aggregate principal amount of 12.875% Senior Notes due 2018 (the "Exchange Notes") to be issued by Acadia Healthcare Company, Inc., a Delaware corporation (the "Company"), in connection with an exchange offer to be made pursuant to a Registration Statement on Form S-4 (such Registration Statement, as supplemented or amended, is hereinafter referred to as the "Registration Statement"), to be filed with the Securities and Exchange Commission (the "Commission") on or about December 15, 2011, under the Securities Act of 1933, as amended (the "Securities Act"). The obligations of the Company under the Exchange Notes will be guaranteed by the Guarantor (the "Guarantee"), along with other guarantors. The Exchange Notes and the Guarantee are to be issued pursuant to an Indenture, dated as of November 1, 2011 (the "Indenture"), among the Company, the guarantors named therein and U.S. Bank National Association, as trustee.

In the capacity described above, we have examined the original, or copies, certified or otherwise authenticated to our satisfaction, of only the following documents:

A. Copies of the Articles of Incorporation of Guarantor certified by the Secretary of State of the Commonwealth of Pennsylvania on October 4, 2011 and a copy of the By-Laws of Guarantor certified by the Secretary of Guarantor as of November 1, 2011 (the "Certified Organizational Documents");

B. Good Standing Certificate dated October 4, 2011, issued by the Secretary of State of the Commonwealth of Pennsylvania (the "Good Standing");

C. Resolutions of Guarantor with respect to the issuance of the Guarantee;

D. The Indenture;

E. The Registration Rights Agreement, dated of November 1, 2011, by the among the Company, the Guarantor, the other guarantors party thereto and Jefferies & Company, Inc. as initial purchaser;

F. The Registration Statement; and

G. Such other documents, matters, statutes, ordinances, published rules and regulations, published judicial and governmental decisions interpreting or applying the same, and other official interpretations as we deem applicable in connection with this opinion.

The documents listed in A through G above are referred to collectively as the "Documents."

For purposes of this opinion, we have assumed the authenticity of all documents submitted to us as originals, the conformity to the originals of all documents submitted to us as copies and the authenticity of the originals of all documents submitted to us as copies. We have also assumed the legal capacity of all natural persons, the genuineness of the signatures of persons signing all documents in connection with which this opinion is rendered, the authority of such persons signing on behalf of the parties thereto other than the Guarantor and the due authorization, execution and delivery of all documents by the parties thereto other than the Guarantor. We have not independently established or verified any facts relevant to the opinions expressed herein, but have relied upon statements and representations of officers and other representatives of the Company and the Guarantor. In providing the opinion expressed in paragraph 1 below, we have relied solely upon the Good Standing and the Certified Organizational Documents.

In reaching the opinion set forth below, we have also assumed:

A. the Registration Statement will be effective at the time the Exchange Notes are offered as contemplated by the Registration Statement;

B. any applicable prospectus supplement will have been prepared and filed with the Commission describing the Exchange Notes offered thereby to the extent necessary;

C. the Outstanding Notes (as defined in the Registration Statement) have been exchanged in the manner described in the prospectus forming a part of the Registration Statement;

D. the Indenture has been duly qualified under the Trust Indenture Act of 1939, as amended; and

E. the Company and the Guarantor will have obtained any legally required consents, approvals, authorizations and other orders of the Commission and any other federal regulatory agencies necessary for the Exchange Notes to be exchanged, offered and sold in the manner stated in the Registration Statement and any applicable prospectus supplement.

Based on the foregoing and subject to the assumptions and qualifications set forth above, it is our opinion that:

1. Guarantor is a corporation, duly constituted and validly subsisting under the laws of the Commonwealth of Pennsylvania.

2. Guarantor has full power and authority to execute and deliver and to perform its obligations under the Indenture and the Guarantee.

3. The Guarantor has duly authorized, executed and delivered the Indenture and has duly authorized the Guarantee.

4. The execution and delivery of the Indenture and the Guarantee by Guarantor does not, and the performance by Guarantor of its obligations thereunder (including with respect to the Guarantee) will not, (i) conflict with or result in a breach or default violation of its Organizational Documents, or (ii) result in a violation of any court order or decree known to us, or any law, rule or regulation of the United States or the Commonwealth of Pennsylvania.

5. No consent, approval, authorization or order of any Commonwealth of Pennsylvania court or governmental authority of the Commonwealth of Pennsylvania was required in connection with the execution and delivery of the Indenture or is required for the issuance by the Guarantor of the Guarantee.

In addition to the assumptions set forth above, the opinions set forth above are also subject to the following qualifications:

A. We are licensed to practice law in the Commonwealth of Pennsylvania and do not hold ourselves out to be experts on, or generally familiar with or qualified to express a legal opinion on, the laws of any jurisdiction other than those of the Commonwealth of Pennsylvania and the Federal law of the United States of America. The law covered by the opinions expressed in this letter is limited to the Federal law of the United States and the laws of the Commonwealth of Pennsylvania.

B. We also express no opinion herein as to the following:

(i) Antitrust and unfair competition laws and regulations;

(ii) Compliance with the anti-fraud provisions or disclosure requirements of (a) any federal law or regulation or (b) the laws or regulations of any state;

(iii) The enforceability of any provisions in the Indenture or the Guarantee relating to conflicts of law or choice of law;

(iv) Securities or blue sky laws and regulations;

(v) Tax, environmental, racketeering, health and safety, and zoning land use and subdivision laws and regulations;

(vi) Local laws, ordinances and regulations.

C. This opinion is limited to the specific issues addressed herein, and no opinion may be inferred or implied beyond that expressly stated herein. This opinion is based on current law and facts and circumstances. We are not assuming an obligation to revise or supplement this opinion should applicable law or the existing facts and circumstances change after the date hereof.

This opinion is furnished to you in connection with the filing of the Registration Statement, in accordance with the requirements of Item 601(b)(5)(i) of Regulation S-K promulgated under the Securities Act. Kirkland & Ellis LLP may rely upon this opinion in connection with its opinion addressed to the Company, filed as Exhibit 5.1 to the Registration Statement, to the same extent as if it were an addressee hereof.

We hereby consent to the filing of this opinion with the Commission as Exhibit 5.10 to the Registration Statement. We also consent to the reference to our firm under the heading “Legal Matters” in the Registration Statement. In giving this consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act.

Very truly yours,

BUCHANAN INGERSOLL & ROONEY PC

By: /s/ Pamela E. Hepp

Nelson
Mullins

Nelson Mullins Riley & Scarborough LLP
Attorneys and Counselors at Law
1320 Main Street / 17th Floor / Columbia, SC 29201
Tel: 803.799.2000 Fax: 803.256.7500
www.nelsonmullins.com

Gus M. Dixon
Tel: 803.255.9491
gus.dixon@nelsonmullins.com

December 15, 2011

Rebound Behavioral Health, LLC
830 Crescent Centre Drive, Suite 610
Franklin, TN 37067

Ladies and Gentlemen:

We are issuing this opinion letter in our capacity as special South Carolina counsel to Rebound Behavioral Health, LLC, a South Carolina limited liability company (the "Guarantor"), in connection with the Guarantor's proposed guarantee, along with the other guarantors under the Indenture (as defined below), of $150,000,000 in aggregate principal amount of 12.875% Senior Notes due 2018 (the "Exchange Notes") to be issued by Acadia Healthcare Company, Inc., a Delaware corporation (the "Company"), in connection with an exchange offer to be made pursuant to a Registration Statement on Form S-4 (such Registration Statement, as supplemented or amended, is hereinafter referred to as the "Registration Statement"), to be filed with the Securities and Exchange Commission (the "Commission") on or about December 15, 2011, under the Securities Act of 1933, as amended (the "Securities Act"). The obligations of the Company under the Exchange Notes will be guaranteed by the Guarantor (the "Guarantee"), along with other guarantors. The Exchange Notes and the Guarantee are to be issued pursuant to an Indenture, dated as of November 1, 2011 (the "Indenture"), among the Company, the guarantors named therein and U.S. Bank National Association, as trustee.

In connection with issuing this opinion letter, we have examined originals, or copies certified or otherwise identified to our satisfaction, of such documents, corporate records and other instruments as we have deemed necessary for the purposes of this opinion, including (i) the organizational documents of the Guarantor, (ii) resolutions of the sole member of the Guarantor with respect to the issuance of the Guarantee, (iii) the Indenture, (iv) the Registration Statement, (v) the Registration Rights Agreement, dated as of November 1, 2011, by and among the Company, the Guarantor, the other guarantors party thereto and Jefferies & Company, Inc., as initial purchaser and (vi) the Certificate of Existence of the Guarantor issued by the South Carolina Secretary of State dated October 20, 2011 (the "Certificate of Existence").

As to certain matters of fact, we have relied upon statements and representations of the officers, directors, managers, members and other representatives of the Guarantor and of other public officials and agencies, which have not been independently established by us. In addition, as to certain matters of fact, we have relied upon the representations and warranties of the Guarantor in the Indenture, and various other documents and certificates, which have not been independently verified by us.

In rendering the opinions set forth herein, we have assumed, without independent verification, among other things:

(i) Each natural person executing any document will be legally competent to do so;

(ii) All signatures on any of the documents reviewed by us are genuine;

(iii) All documents submitted to us as originals are authentic, all documents submitted to us as certified or photostatic copies conform to the original document, and all public records reviewed are accurate and complete;

(iv) The documents we have reviewed fully state the agreement between the parties with respect thereto and have not been amended, modified or supplemented, and there are no other agreements, understandings or course of dealing by or between the parties that would modify, amend, supplement, terminate or rescind the agreements therein;

(v) The accuracy and completeness of all recitals, representations, warranties, schedules and exhibits contained in the documents we have reviewed;

(vi) With respect to parties other than the Guarantor, that (a) they are validly existing and in good standing under the laws of all applicable jurisdictions; and (b) the other parties are in compliance with all applicable laws, rules and regulations governing the conduct of their business with respect to this transaction;

(vii) All required conditions to issue the Exchange Notes and the Guarantee will have been met;

(viii) There is not any fraud, undue influence, duress, mutual mistake of fact, illegal or criminal activity in connection with the execution and delivery of the Indenture and the Guarantee by any of the parties thereto or in connection with the exchange offer contemplated thereby; and

(ix) With respect to the opinion expressed in paragraph 1, we have relied solely on the Certificate of Existence and have assumed that since the date of the issuance of the Certificate of Existence, the Secretary of State has not administratively dissolved the Guarantor.

We have also assumed that:

(i) the Registration Statement will be effective at the time the Exchange Notes are offered as contemplated by the Registration Statement;

(ii) any applicable prospectus supplement will have been prepared and filed with the Commission describing the Exchange Notes offered thereby to the extent necessary;

(iii) the Outstanding Notes as defined in the Registration Statement will have been exchanged in the manner described in the prospectus forming a part of the Registration Statement;

(iv) the Indenture has been duly qualified under the Trust Indenture Act of 1939, as amended; and

(v) the Company and the Guarantor will have obtained any legally required consents, approvals, authorizations and other orders of the Commission and any other federal regulatory agencies as well as state securities regulators necessary for the Exchange Notes to be exchanged, offered and sold in the manner stated in the Registration Statement and any applicable prospectus supplement.

The opinions set forth herein are limited to matters governed by the laws of the State of South Carolina (sometimes referred to herein as the "State"), and no opinion is expressed herein as to the laws of any other jurisdiction. The opinions set forth herein assume that the laws of the State would govern, notwithstanding any choice of law provision to the contrary, but no opinions are given regarding or with respect to any choice of law provision.

Based on and subject to the foregoing and such other qualifications, exceptions, limitations and assumptions set forth herein, it is our opinion that:

1. Based on the Certificate of Existence, the Guarantor is validly existing as a limited liability company under the laws of the State of South Carolina.

2. The Guarantor has the limited liability company power to execute and deliver the Indenture and the Guarantee and to consummate the transactions contemplated thereby.

3. The execution, delivery and performance of the Indenture and the Guarantee by the Guarantor and the consummation by the Guarantor of the transactions contemplated thereby have been duly authorized by the Guarantor.

4. The execution and delivery of the Indenture and the Guarantee by the Guarantor and consummation of the transactions contemplated thereby by the Guarantor will not (a) violate the Guarantor's organizational documents; or (b) violate any statute or governmental rule or regulation of the State.

6. No consents or approvals of, and no filings with, any governmental authority of the State are necessary for the execution and delivery of the Indenture or the Guarantee by the Guarantor and the consummation of the transactions contemplated thereby by the Guarantor other than as may be required under applicable securities laws for which we express no opinion.

The foregoing opinions are further limited by the following assumptions, limitations and qualifications:

1. We express no opinion as to any tax, insolvency, consumer, privacy, labor and employment, pension and employee benefit, anti-terrorism, criminal, anti-trust, anti-tying, unfair trade practices and competition, intellectual property, letter of credit, securities or "blue sky" laws, rules or regulations of any jurisdiction or laws, rules or regulations governing or relating to health care. We express no opinion as to compliance by any parties to the transaction with respect to any fiduciary duty or any regulatory requirements applicable to the subject transactions because of the nature of their business.

2. Our advice on every legal issue addressed in this letter is based exclusively on the internal law of the State of South Carolina and represents our opinion as to how that issue would be resolved were it to be considered by the highest court in the jurisdiction which enacted such law. The manner in which any particular issue relating to the opinions would be treated in any actual court case would depend in part on facts and circumstances particular to the case and would also depend on how the court involved chose to exercise the wide discretionary authority generally available to it. None of the opinions or other advice contained in this letter considers or covers any foreign, federal or state securities (or "blue sky") laws or regulations.

3. We express no opinion regarding title to, the location of, or the perfection or priority of any security interest or lien in, on or against any property (whether real or personal, tangible or intangible).

This opinion is limited to the specific issues addressed herein, and no opinion may be inferred or implied beyond that expressly stated herein. The legal opinions expressed herein are an expression of professional judgment and not a guaranty of any result.

This opinion is given as of the date hereof based upon existing facts and law and is subject to changes therein. We are under no obligation, and do not undertake any obligation to update or revise the opinions set forth herein for any reason including, without limitation, facts or laws subsequently becoming known to us which cause such opinions to be inaccurate or incomplete.

This opinion is furnished to you in connection with the filing of the Registration Statement, in accordance with the requirements of Item 601(b)(5)(i) of Regulation S-K promulgated under the Securities Act. Kirkland & Ellis LLP may rely upon this opinion in connection with its opinion addressed to the Company, filed as Exhibit 5.1 to the Registration Statement, to the same extent as if it were an addressee hereof.

We hereby consent to the filing of this opinion with the Commission as Exhibit 5.11 to the Registration Statement. We also consent to the reference to our firm under the heading “Legal Matters” in the Registration Statement. In giving this consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act.

NELSON MULLINS RILEY & SCARBOROUGH, LLP

By: /s/ Gus M. Dixon
A Partner

Exhibit 10.4

THIRD AMENDMENT

THIS THIRD AMENDMENT (this "Amendment") dated as of December 15, 2011 to the Credit Agreement referenced below is by and among Acadia Healthcare Company, Inc. (f/k/a Acadia Healthcare Company, LLC), a Delaware corporation (the "Borrower"), the Guarantors identified on the signature pages hereto, the Lenders identified on the signature pages hereto and Bank of America, N.A., in its capacity as Administrative Agent (in such capacity, the "Administrative Agent").

W I T N E S S E T H

WHEREAS, revolving credit and term loan facilities have been extended to the Borrower pursuant to the Credit Agreement (as amended, modified, supplemented, increased and extended from time to time, the "Credit Agreement") dated as of April 1, 2011 among the Borrower, the Guarantors identified therein, the Lenders identified therein and the Administrative Agent;

WHEREAS, the Borrower has requested certain modifications to the Credit Agreement; and

WHEREAS, the Required Lenders and the Required Revolving Lenders have agreed to the requested modifications to the Credit Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, IN CONSIDERATION of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. Capitalized terms used herein but not otherwise defined herein shall have the meanings provided to such terms in the Credit Agreement.

2. Amendments. The Credit Agreement is amended as follows:

2.1 Clause (d) of the definition of "Excluded Equity Issuance" in Section 1.01 is amended to read as follows:

(d) the Net Cash Proceeds of which are used by the Borrower to prepay the Senior Unsecured Indebtedness to the extent such prepayment is permitted under Section 8.17(b);

2.2 Immediately upon the occurrence of the Specified Equity Issuance (and only if the Specified Equity Issuance occurs), clause (h) of the definition of "Permitted Acquisition" in Section 1.01 is amended to read as follows:

(h) the aggregate amount of Indebtedness incurred to finance all such Acquisitions and Indebtedness assumed in all such Acquisitions occurring during any fiscal year shall not exceed $25 million; provided that if at least 80% of the aggregate cash and non-cash consideration for any such Acquisition is financed with an Excluded Equity Issuance then any Indebtedness incurred or assumed in such Acquisition shall not be included in any calculation of this clause (h) (including any calculation of this clause (h) made in connection with subsequent Acquisitions).

2.3 Clause (c) of the definition of "Senior Unsecured Indebtedness Standard Terms" in Section 1.01 is amended to read as follows:

(a) at any time (i) no single Affiliate of the Borrower shall hold more than 5% of such Indebtedness and (ii) all Affiliates of the Borrower shall not hold in the aggregate more than 15% of such Indebtedness.

2.4 The definition of "Specified Equity Issuance" is added to Section 1.01 to read as follows:

"Specified Equity Issuance" means the Equity Issuance described in the Registration Statement on Form S-1 filed by the Borrower with the SEC on November 23, 2011, as may be amended, with respect to the public offering of 8.33 million common shares of the Borrower (which amount does not include the underwriters' over-allotment option to purchase up to an additional 1.25 million common shares from the Borrower); provided that the Borrower receives Net Cash Proceeds of at least $59.3 million from such Equity Issuance (it being understood that if the Borrower receives Net Cash Proceeds of less than $59.3 million from such Equity Issuance then such Equity Issuance shall not be deemed the Specified Equity Issuance).

2.5 Section 8.08(a) is amended to renumber clause (vi) as clause (vii) and to insert a new clause (vi) to read as follows:

, (vi) the issuance of Equity Interests to any Affiliate or to any former, current or future director, manager, officer, employee or consultant (or any Affiliates of any of the foregoing) of the Borrower or any of its Subsidiaries,

2.6 Immediately upon the occurrence of the Specified Equity Issuance (and only if the Specified Equity Issuance occurs), the table in Section 8.11(a) is amended to read as follows:

Fiscal Quarter Ending	Maximum Consolidated Leverage Ratio
June 30, 2011	4.25:1.0
September 30, 2011	6.25:1.0
December 31, 2011	6.00:1.0
March 31, 2012	5.75:1.0
June 30, 2012	5.75:1.0
September 30, 2012	5.75:1.0
December 31, 2012	5.25:1.0
March 31, 2013	5.25:1.0
June 30, 2013	5.25:1.0
September 30, 2013	5.25:1.0
December 31, 2013	4.75:1.0
March 31, 2014	4.75:1.0
June 30, 2014	4.75:1.0
September 30, 2014	4.75:1.0
December 31, 2014 and each fiscal quarter ending thereafter	4.00:1.0

2.7 Section 8.17(b) is amended to read as follows:

(b) Make (or give any notice with respect thereto) any voluntary or optional payment or prepayment or redemption or acquisition for value of (including without limitation, by way of depositing money or securities with the trustee with respect thereto before due for the purpose of paying when due), refund, refinance or exchange of any Senior Unsecured Indebtedness or Deficiency Note, other than (i) the payment, prepayment, redemption, refund, refinance or exchange of Bridge Senior Unsecured Indebtedness with (A) the Net Cash Proceeds of any concurrent issuance of Bridge Senior Unsecured Indebtedness or Permanent Senior Unsecured Indebtedness, (B) the Net Cash Proceeds of any concurrent Equity Issuance or (C) the proceeds of any Disposition or Recovery Event to the extent such proceeds are not required to prepay the Loans and/or Cash Collateralize the L/C Obligations pursuant to Section 2.05(b)(ii) or (ii) the purchase, payment, prepayment or redemption of Permanent Senior Unsecured Indebtedness with up to $59.3 Million of the Net Cash Proceeds of the Specified Equity Issuance (plus an amount equal to accrued but unpaid interest on the Permanent Senior Unsecured Indebtedness) so long as such Net Cash Proceeds are used to make such purchase, payment, prepayment or redemption within 120 days of the receipt of such Net Cash Proceeds by the Borrower or any Subsidiary.

3. Conditions Precedent. This Amendment shall become effective on the date on which each of the following conditions is satisfied:

(a) Amendment. Receipt by the Administrative Agent of counterparts of this Amendment executed by the Borrower, the Guarantors, the Required Lenders and the Required Revolving Lenders.

(b) Payment of Fees. The Borrower shall have paid to the Administrative Agent, for the account of each Lender that approves this Amendment, an amendment fee equal to 0.05% on the amount of the Revolving Commitment of such Lender plus the outstanding principal amount of the Term Loan held by such Lender.

(c) Payment of Expenses. The Borrower shall have paid all other accrued reasonable and documented out-of-pocket expenses of the Lead Arranger and the Administrative Agent in connection with this Amendment, in each case to the extent required by Section 11.04 of the Credit Agreement.

4. Amendment is a "Loan Document". This Amendment is a Loan Document and all references to a "Loan Document" in the Credit Agreement and the other Loan Documents (including, without limitation, all such references in the representations and warranties in the Credit Agreement and the other Loan Documents) shall be deemed to include this Amendment.

5. Reaffirmation of Obligations. Each Loan Party (a) acknowledges and consents to all of the terms and conditions of this Amendment, (b) affirms all of its obligations under the Loan Documents and (c) agrees that this Amendment does not operate to reduce or discharge such Loan Party's obligations under the Loan Documents.

6. Reaffirmation of Security Interests. Each Loan Party (a) affirms that each of the Liens granted in or pursuant to the Loan Documents are valid and subsisting and (b) agrees that this Amendment does not in any manner impair or otherwise adversely effect any of the Liens granted in or pursuant to the Loan Documents.

7. No Other Changes. Except as modified hereby, all of the terms and provisions of the Loan Documents shall remain in full force and effect.

8. Counterparts; Delivery. This Amendment may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of this Amendment by facsimile or other electronic imaging means shall be effective as an original.

9. Governing Law. This Amendment shall be deemed to be a contract made under, and for all purposes shall be construed in accordance with, the laws of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to be duly executed as of the date first above written.

BORROWER: ACADIA HEALTHCARE COMPANY, INC.,
a Delaware corporation

By: /s/ Brent Turner
Name: Brent Turner
Title: Vice President

GUARANTORS: ACADIA MANAGEMENT COMPANY, INC., a Delaware corporation
ACADIA-YFCS HOLDINGS, INC., a Delaware corporation
YOUTH & FAMILY CENTERED SERVICES, INC., a Georgia corporation
ACADIA HOSPITAL OF LONGVIEW, LLC,
a Delaware limited liability company
KIDS BEHAVIORAL HEALTH OF MONTANA, INC., a Montana corporation
ACADIA VILLAGE, LLC, a Delaware limited liability company
LAKEVIEW BEHAVIORAL HEALTH SYSTEM LLC,
a Delaware limited liability company
ACADIA RIVERWOODS, LLC, a Delaware limited liability company
ACADIA LOUISIANA, LLC, a Delaware limited liability company
ACADIA ABILENE, LLC, a Delaware limited liability company
ACADIA HOSPITAL OF LAFAYETTE, LLC,
a Delaware limited liability company
YFCS MANAGEMENT, INC., a Georgia corporation
YFCS HOLDINGS-GEORGIA, INC., a Georgia corporation
OPTIONS COMMUNITY BASED SERVICES, INC., an Indiana corporation
OPTIONS TREATMENT CENTER ACQUISITION CORPORATION,
an Indiana corporation
RESOLUTE ACQUISITION CORPORATION, an Indiana corporation
RESOURCE COMMUNITY BASED SERVICES, INC., an Indiana corporation
RTC RESOURCE ACQUISITION CORPORATION, an Indiana corporation
SUCCESS ACQUISITION CORPORATION, an Indiana corporation
ASCENT ACQUISITION CORPORATION, an Arkansas corporation
SOUTHWOOD PSYCHIATRIC HOSPITAL, INC., a Pennsylvania corporation
MEMORIAL HOSPITAL ACQUISITION CORPORATION,
a New Mexico corporation
MILLCREEK MANAGEMENT CORPORATION, a Georgia corporation
REHABILITATION CENTERS, INC., a Mississippi corporation
LAKELAND HOSPITAL ACQUISITION CORPORATION,
a Georgia corporation
PSYCHSOLUTIONS ACQUISITION CORPORATION, a Florida corporation

By: /s/ Brent Turner
Name: Brent Turner
Title: Vice President

[SIGNATURE PAGES CONTINUE]

YOUTH AND FAMILY CENTERED SERVICES OF NEW MEXICO, INC.,
a New Mexico corporation
SOUTHWESTERN CHILDREN'S HEALTH SERVICES, INC.,
an Arizona corporation
YOUTH AND FAMILY CENTERED SERVICES OF FLORIDA, INC.,
a Florida corporation
PEDIATRIC SPECIALTY CARE, INC., an Arkansas corporation
CHILD & YOUTH PEDIATRIC DAY CLINICS, INC, an Arkansas corporation
MED PROPERTIES, INC., an Arkansas corporation
ASCENT ACQUISITION CORPORATION-CYPDC, an Arkansas corporation
ASCENT ACQUISITION CORPORATION-PSC, an Arkansas corporation
MEDUCARE TRANSPORT, L.L.C., an Arkansas limited liability company
PEDIATRIC SPECIALTY CARE PROPERTIES, LLC,
an Arkansas limited liability company
CHILDRENS MEDICAL TRANSPORTATION SERVICES, LLC,
an Arkansas limited liability company
MILLCREEK SCHOOLS INC., a Mississippi corporation
HABILITATION CENTER, INC., an Arkansas corporation
MILLCREEK SCHOOL OF ARKANSAS, INC., an Arkansas corporation
PSYCHSOLUTIONS, INC., a Florida corporation
WELLPLACE, INC., a Massachusetts corporation
DETROIT BEHAVIORAL INSTITUTE, INC., a Massachusetts corporation
RENAISSANCE RECOVERY, INC., a Massachusetts corporation
PHC OF MICHIGAN, INC., a Massachusetts corporation
NORTH POINT PIONEER, INC., a Massachusetts
PHC MEADOWWOOD, INC., a Delaware corporation
PHC OF UTAH, INC., a Massachusetts corporation
PHC OF VIRGINIA, INC., a Massachusetts corporation
PHC OF NEVADA, INC., a Massachusetts corporation
SEVEN HILLS HOSPITAL, INC., a Delaware corporation
BEHAVIORAL HEALTH ONLINE, INC., a Massachusetts corporation
REBOUND BEHAVIORAL HEALTH, LLC,
a South Carolina limited liability company
PSYCHIATRIC RESOURCE PARTNERS, INC.,
a Delaware limited liability company
SUNCOAST BEHAVIORAL, LLC, a Delaware limited liability company
ACADIA MERGER SUB, LLC, a Delaware limited liability company

By: /s/ Brent Turner
Name: Brent Turner
Title: Vice President

[SIGNATURE PAGES FOLLOW]

ADMINISTRATIVE AGENT: BANK OF AMERICA, N.A., as Administrative Agent

By: /s/ Denise Jones
Name: Denise Jones
Title: Assistant Vice President

[SIGNATURE PAGES FOLLOW]

LENDERS: BANK OF AMERICA, N.A., as a Lender, L/C Issuer and Swing Line Lender

By: /s/ Suzanne B. Smith
Name: Suzanne B. Smith
Title: Senior Vice President

FIFTH THIRD BANK

By: /s/ William D. Priester
Name: William D. Priester
Title: Sr. Relationship Manager

GENERAL ELECTRIC CAPITAL CORPORATION

By: /s/ John Dale
Name: John Dale
Title: Duly Authorized Signatory

CITIGROUP GLOBAL MARKETS, INC.

By: /s/ Dina Garthwaite
Name: Dina Garthwaite
Title: Vice President

REGIONS BANK

By: /s/ Helen C. Hartz
Name: Helen C. Hartz
Title: Vice President

RAYMOND JAMES BANK, FSB

By: /s/ Alexander L. Rody
Name: Alexander L. Rody
Title: Senior Vice President

ROYAL BANK OF CANADA

By: /s/ Sharon M. Liss
Name: Sharon M. Liss
Title: Authorized Signatory

FIRST TENNESSEE BANK

By: /s/ Cathy Wind
Name: Cathy Wind
Title: Senior Vice President

[SIGNATURE PAGES FOLLOW]

CAPSTAR BANK

By: /s/ Timothy B. Fouts
Name: Timothy B. Fouts
Title: Senior Vice President

GE CAPITAL FINANCIAL INC.

By: /s/ Heather-Leigh Glade
Name: Heather-Leigh Glade
Title: Duly Authorized Signatory

Exhibit 12.1

Acadia Healthcare Company, Inc.

Computation of Ratio of Earnings to Fixed Charges

(Unaudited)

(Dollars in thousands)

	Year Ended December 31,					Nine Months Ended September 30,	
	2006	2007	2008	2009	2010	2010	2011
EARNINGS:							
Income (loss) from continuing operations before income taxes	$(5,372)	$(5,666)	$(1,542)	$2,811	$7,158	$ 6,132	$ (14,836)
Fixed charges, exclusive of capitalized interest (a)	277	1,223	905	953	1,018	750	4,900
Earnings	$(5,095)	$(4,443)	$ (637)	$3,764	$8,176	$ 6,882	$ (9,936)
FIXED CHARGES:							
Interest charged to expense (b)	$ 175	$ 1,000	$ 735	$ 776	$ 760	$ 558	$ 4,155
Interest portion of rent expense (c)	102	223	170	177	258	192	745
Fixed charges, exclusive of capitalized interest	277	1,223	905	953	1,018	750	4,900
Capitalized interest	—	—	—	—	—	—	—
Total fixed charges	$ 277	$ 1,223	$ 905	$ 953	$1,018	$ 750	$ 4,900
Ratio of earnings to fixed charges	n/a	n/a	n/a	3.95x	8.03x	9.18x	n/a
Amount by which earnings are inadequate to cover fixed charges	$ 4,818	$ 5,666	$ 1,542	n/a	n/a	n/a	$ 14,836

(a) Calculated in fixed charges section below.
(b) Interest charged to expense excludes interest income and includes amortization of debt issuance costs.
(c) The interest portion of rent expense is estimated to be 20% of consolidated rent expense.

Exhibit 21.1

LIST OF SUBSIDIARIES

Subsidiary	Jurisdiction of Incorporation or Organization
Acadia Healthcare Company, Inc.	
Acadia Abilene, LLC	Delaware
Acadia Hospital of Lafayette, LLC	Delaware
Acadia Hospital of Longview, LLC	Delaware
Acadia Louisiana, LLC	Delaware
Acadia Management Company, Inc.	Delaware
Acadia Merger Sub, LLC	Delaware
Acadia RiverWoods, LLC	Delaware
Acadia Village, LLC	Delaware
Acadia – YFCS Holdings, Inc.	Delaware
Kids Behavioral Health of Montana, Inc.	Montana
Lakeview Behavioral Health System LLC	Delaware
Psychiatric Resource Partners, Inc.	Delaware
Rebound Behavioral Health, LLC	South Carolina
Suncoast Behavioral, LLC	Delaware
Acadia – YFCS Holdings, Inc.	
Youth and Family Centered Services, Inc.	Georgia
Youth and Family Centered Services, Inc.	
Ascent Acquisition Corporation	Arkansas
Lakeland Hospital Acquisition Corporation	Georgia
Memorial Hospital Acquisition Corporation	New Mexico
Millcreek Management Corporation	Georgia
Options Community Based Services, Inc.	Indiana
Options Treatment Center Acquisition Corporation	Indiana
PsychSolutions Acquisition Corporation	Florida
Rehabilitation Centers, Inc.	Mississippi
Resolute Acquisition Corporation	Indiana
Resource Community Based Services, Inc.	Indiana
RTC Resource Acquisition Corporation	Indiana
Southwood Psychiatric Hospital, Inc.	Pennsylvania
Success Acquisition Corporation	Indiana
YFCS Holdings – Georgia, Inc.	Georgia
YFCS Management, Inc.	Georgia
YFCS Holdings – Georgia, Inc.	
Southwestern Children's Health Services, Inc.	Arizona
Youth and Family Centered Services of Florida, Inc.	Florida
Youth and Family Centered Services of New Mexico, Inc.	New Mexico

Subsidiary	Jurisdiction of Incorporation or Organization
Ascent Acquisition Corporation	
Ascent Acquisition Corporation – CYPDC	Arkansas
Ascent Acquisition Corporation – PSC	Arkansas
Child & Youth Pediatric Day Clinics, Inc.	Arkansas
Childrens Medical Transportation Services, LLC	Arkansas
Med Properties, Inc.	Arkansas
Meducare Transport, L.L.C.	Arkansas
Pediatric Specialty Care Properties, LLC	Arkansas
Pediatric Specialty Care, Inc.	Arkansas
Rehabilitation Centers, Inc.	
Habilitation Center, Inc.	Arkansas
Millcreek School of Arkansas, Inc.	Arkansas
Millcreek Schools Inc.	Mississippi
PsychSolutions Acquisition Corporation	
PsychSolutions, Inc.	Florida
Acadia Merger Sub, LLC	
Behavioral Health Online, Inc.	Massachusetts
Detroit Behavioral Institute, Inc.	Massachusetts
North Point – Pioneer, Inc.	Massachusetts
PHC MeadowWood, Inc.	Delaware
PHC of Michigan, Inc.	Massachusetts
PHC of Nevada, Inc.	Massachusetts
PHC of Utah, Inc.	Massachusetts
PHC of Virginia, Inc.	Massachusetts
Seven Hills Hospital, Inc.	Delaware
Wellplace, Inc.	Massachusetts
Detroit Behavioral Institute, Inc.	
Renaissance Recovery, Inc.	Massachusetts

Exhibit 23.12

Consent of Independent Registered Public Accounting Firm

We consent to the reference to our firm under the caption “Experts” and to the use of our report dated July 12, 2011, except for paragraphs 2 and 3 of Note 16 as to which the date is November 22, 2011 and paragraph 4 of Note 16 as to which the date is December 14, 2011 with respect to the consolidated financial statements of Acadia Healthcare Company, LLC included in the Registration Statement (Form S-4) and related Prospectus of Acadia Healthcare Company, Inc. for the registration of $150,000,000 12.875% Senior Notes due 2018.

/s/ Ernst & Young LLP

Nashville, Tennessee
December 14, 2011

Exhibit 23.13

Consent of Independent Auditors

We consent to the reference to our firm under the caption “Experts” and to the use of our report dated March 31, 2011, with respect to the consolidated financial statements of Youth and Family Centered Services, Inc. and Subsidiaries included in the Registration Statement (Form S-4) and related Prospectus of Acadia Healthcare Company, Inc. for the registration of $150,000,000 12.875% Senior Notes due 2018.

/s/ Ernst & Young LLP

Austin, Texas
December 14, 2011

Exhibit 23.14

Consent of Independent Auditors

We consent to the reference to our firm under the caption “Experts” and to the use of our report dated June 24, 2011, except for Note 8 as to which the date is August 18, 2011, with respect to the consolidated financial statements of HHC Delaware, Inc. and Subsidiary included in the Registration Statement (Form S-4) and related Prospectus of Acadia Healthcare Company, Inc. for the registration of $150,000,000 12.875% Senior Notes due 2018.

/s/ Ernst & Young LLP

Nashville, Tennessee
December 14, 2011

Exhibit 23.15

Consent of Independent Registered Public Accounting Firm

PHC, Inc.
Peabody, MA

We hereby consent to the use in the Prospectus constituting a part of this Registration Statement on Form S-4 filed by Acadia Healthcare Company, Inc. and subsidiaries of our report dated August 18, 2011, relating to the consolidated financial statements of PHC, Inc. and Subsidiaries, which is contained in that Prospectus.

We also consent to the reference to us under the caption “Experts” in the Prospectus.

/s/ BDO USA, LLP
Boston, MA
December 13, 2011

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY UNDER THE TRUST INDENTURE ACT OF 1939 OF A CORPORATION DESIGNATED TO ACT AS TRUSTEE

Check if an Application to Determine Eligibility of a Trustee Pursuant to Section 305(b)(2)

U.S. BANK NATIONAL ASSOCIATION
(Exact name of Trustee as specified in its charter)

31-0841368
I.R.S. Employer Identification No.

800 Nicollet Mall **Minneapolis, Minnesota** **(Address of principal executive offices)**	**55402** **(Zip Code)**

Wally Jones
U.S. Bank National Association
150 Fourth Avenue North, 2nd Floor
Nashville, TN 37219
(615) 251-0733
(Name, address and telephone number of agent for service)

Acadia Healthcare Company, Inc.
(Issuer with respect to the Securities)

Delaware **(State or other jurisdiction of incorporation or organization)**	**45-2492228** **(I.R.S. Employer Identification No.)**
830 Crescent Centre Drive, Suite 610 **Franklin, Tennessee** **(Address of Principal Executive Offices)**	**37067** **(Zip Code)**

12.875% Senior Note due 2018
(Title of the Indenture Securities)

FORM T-1

Item 1. **GENERAL INFORMATION.** Furnish the following information as to the Trustee.

a) *Name and address of each examining or supervising authority to which it is subject.*

Comptroller of the Currency
Washington, D.C.

b) *Whether it is authorized to exercise corporate trust powers.*

Yes

Item 2. **AFFILIATIONS WITH OBLIGOR.** *If the obligor is an affiliate of the Trustee, describe each such affiliation.*

None

Items 3-15 *Items 3-15 are not applicable because to the best of the Trustee's knowledge, the obligor is not in default under any Indenture for which the Trustee acts as Trustee.*

Item 16. **LIST OF EXHIBITS:** *List below all exhibits filed as a part of this statement of eligibility and qualification.*

1. A copy of the Articles of Association of the Trustee.*
2. A copy of the certificate of authority of the Trustee to commence business, attached as Exhibit 2.
3. A copy of the certificate of authority of the Trustee to exercise corporate trust powers, attached as Exhibit 3.
4. A copy of the existing bylaws of the Trustee.**
5. A copy of each Indenture referred to in Item 4. Not applicable.
6. The consent of the Trustee required by Section 321(b) of the Trust Indenture Act of 1939, attached as Exhibit 6.
7. Report of Condition of the Trustee as of September 30, 2011 published pursuant to law or the requirements of its supervising or examining authority, attached as Exhibit 7.

* Incorporated by reference to Exhibit 25.1 to Amendment No. 2 to registration statement on S-4, Registration Number 333-128217 filed on November 15, 2005.
** Incorporated by reference to Exhibit 25.1 to registration statement on S-4, Registration Number 333-166527 filed on May 5, 2010.

SIGNATURE

Pursuant to the requirements of the Trust Indenture Act of 1939, as amended, the Trustee, U.S. BANK NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, has duly caused this statement of eligibility and qualification to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of Nashville, State of Tennessee on the 30th of November, 2011.

By: /s/ Wally Jones
Wally Jones
Vice President

Exhibit 2

Comptroller of the Currency
Administrator of National Banks

Washington, DC 20219

CERTIFICATE OF CORPORATE EXISTENCE

I, John Walsh, Acting Comptroller of the Currency, do hereby certify that:

1. The Comptroller of the Currency, pursuant to Revised Statutes 324, et seq., as amended, 12 U.S.C. 1, et seq., as amended, has possession, custody and control of all records pertaining to the chartering, regulation and supervision of all National Banking Associations.

2. "U.S. Bank National Association," Cincinnati, Ohio, (Charter No. 24), is a National Banking Association formed under the laws of the United States and is authorized thereunder to transact the business of banking on the date of this Certificate.

IN TESTIMONY WHERE OF, I have hereunto subscribed my name and caused my seal of office to be affixed to these presents at the Treasury Department, in the City of Washington and District of Columbia, this September 9, 2010.

John Walsh

Acting Comptroller of the Currency

Exhibit 3

Comptroller of the Currency
Administrator of National Banks

Washington, DC 20219

CERTIFICATE OF FIDUCIARY POWERS

I, John Walsh, Acting Comptroller of the Currency, do hereby certify that:

1. The Comptroller of the Currency, pursuant to Revised Statutes 324, et seq., as amended, 12 U.S.C. 1, et seq., as amended, has possession, custody and control of all records pertaining to the chartering, regulation and supervision of all National Banking Associations.

2. "U.S. Bank National Association," Cincinnati, Ohio, (Charter No. 24), was granted, under the hand and seal of the Comptroller, the right to act in all fiduciary capacities authorized under the provisions of the Act of Congress approved September 28, 1962, 76 Stat.668, 12 U.S.C. 92 a, and that the authority so granted remains in full force and effect on the date of this Certificate.

IN TESTIMONY WHERE OF, I have hereunto subscribed my name and caused my seal of office to be affixed to these presents at the Treasury Department, in the City of Washington and District of Columbia, this September 9, 2010.

John Walsh

Acting Comptroller of the Currency

Exhibit 6

CONSENT

In accordance with Section 321(b) of the Trust Indenture Act of 1939, the undersigned, U.S. BANK NATIONAL ASSOCIATION hereby consents that reports of examination of the undersigned by Federal, State, Territorial or District authorities may be furnished by such authorities to the Securities and Exchange Commission upon its request therefor.

Dated: November 30, 2011

By: /s/ Wally Jones
Wally Jones
Vice President

Exhibit 7
U.S. Bank National Association
Statement of Financial Condition
As of 9/30/2011

($000's)

	9/30/2011
Assets	
Cash and Balances Due From Depository Institutions	$ 13,707,494
Securities	66,888,393
Federal Funds	5,954
Loans & Lease Financing Receivables	197,036,739
Fixed Assets	5,547,055
Intangible Assets	12,420,133
Other Assets	23,843,503
Total Assets	$319,449,271
Liabilities	
Deposits	$226,338,015
Fed Funds	7,802,656
Treasury Demand Notes	0
Trading Liabilities	545,669
Other Borrowed Money	35,170,032
Acceptances	0
Subordinated Notes and Debentures	6,179,246
Other Liabilities	9,493,484
Total Liabilities	$285,529,102
Equity	
Minority Interest in Subsidiaries	$ 1,912,544
Common and Preferred Stock	18,200
Surplus	14,136,872
Undivided Profits	17,852,553
Total Equity Capital	**$ 33,920,169**
Total Liabilities and Equity Capital	**$319,449,271**

Exhibit 99.1

December 15, 2011

Acadia Healthcare Company, Inc.
and subsidiaries
830 Crescent Centre Drive, Suite 610
Franklin, Tennessee 37067

Ladies and Gentlemen:

We hereby consent to the reference to our firm and to certain information that was published by us in IBISWorld Industry Report 62399, published in August 2010, and IBISWorld Industry Report 62322, published in May 2011 in the Registration Statement on Form S-4 of Acadia Healthcare Company, Inc. (the "Company") and its subsidiaries, and any amendments thereto (the "Registration Statement"), relating to the exchange offer for the Company's 12.875% Senior Notes due 2018. We further consent to the inclusion of this consent as an exhibit to the Registration Statement.

Sincerely,

IBIS World Inc

By:
/s/ Austin Riley
Name: Austin Riley
Title: Client Relationship Manager

IBISWorld, Inc.
401 Wilshire Boulevard Suite 200 Santa Monica, CA 90401 T 800-330-3772 F 310-297-5444
40 Wall Street Suite 1506 New York, NY 10005 T 800-330-3772 F 201-221-7582

NEW YORK LOS ANGELES MELBOURNE BEIJING LONDON

Exhibit 99.2

LETTER OF TRANSMITTAL
With respect to the Exchange Offer Regarding the
12.875% Senior Notes due 2018 of Acadia Healthcare Company, Inc.

THE EXCHANGE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON , 2012 (THE "EXPIRATION DATE"), UNLESS EXTENDED BY ACADIA HEALTHCARE COMPANY, INC. IN ITS SOLE DISCRETION.

The Exchange Agent for the Exchange Offer is:

U.S. Bank National Association

By Registered Mail, Certified Mail or Overnight Carrier:	*Facsimile Transmission:*
	(for eligible institutions only)
U.S. Bank National Association	(651) 495-8158
60 Livingston Avenue	
St. Paul, MN 55107	*Confirm by Telephone:*
Attention: Specialized Finance Department	(800) 934-6802

Delivery of this Letter of Transmittal to an address other than as set forth above or transmission of this Letter of Transmittal via a facsimile transmission to a number other than as set forth above will not constitute a valid delivery.

The undersigned acknowledges receipt of the prospectus, dated , 2011 (the "Prospectus"), of Acadia Healthcare Company, Inc. (the "Issuer"), and this Letter of Transmittal (the "Letter of Transmittal"), which together describe the Issuer's offer (the "Exchange Offer") to exchange up to $150,000,000 aggregate principal amount of 12.875% Senior Notes due 2018 (together with the guarantees thereof, the "Exchange Notes"), which have been registered under the Securities Act of 1933, as amended (the "Securities Act"), of the Issuer, for a like aggregate principal amount of outstanding 12.875% Senior Notes due 2018 (together with the guarantees thereof, the "Outstanding Notes"), of the Issuer.

The terms of the Exchange Notes and the Outstanding Notes are identical in all respects, except that, because the offer of the Exchange Notes will have been registered under the Securities Act, the Exchange Notes will not be subject to transfer restrictions, registration rights or the related provisions for increased interest if the Issuer defaults under the Registration Rights Agreement.

Capitalized terms used but not defined herein shall have the same meaning given them in the Prospectus.

Your bank or broker can assist you in completing this form. The instructions included with this Letter of Transmittal must be followed. Questions and requests for assistance with respect to tender procedures or for additional copies of the Prospectus and this Letter of Transmittal may be directed to the Exchange Agent.

The undersigned has checked the appropriate boxes below and signed this Letter of Transmittal to indicate the action the undersigned desires to take with respect to the Exchange Offer.

Please read the entire Letter of Transmittal and the Prospectus carefully before checking any box below.

List below the Outstanding Notes to which this Letter of Transmittal relates. If the space provided below is inadequate, the certificate numbers and aggregate principal amounts should be listed on a separate signed schedule affixed hereto.

DESCRIPTION OF OUTSTANDING NOTES

Outstanding Notes:

Name(s) And Address(es) of Registered Holder(s) (Please Fill In)	Certificate Number(s)*	Aggregate Principal Amount Represented**	Principal Amount Tendered**
Total principal amount of Outstanding Notes			

* Need not be completed by holders delivering by book-entry transfer (see below).

** Outstanding Notes may be tendered in whole or in part in minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof. All Outstanding Notes held shall be deemed tendered unless a lesser number is specified in this column. See Instruction 4.

Unless the context otherwise requires, the term "holder" for purposes of this Letter of Transmittal means any person in whose name Outstanding Notes are registered or any other person who has obtained a properly completed bond power from the registered holder or any person whose Outstanding Notes are held of record by The Depository Trust Company ("DTC").

Please read this entire Letter of Transmittal carefully before completing the boxes below.

☐ **Check here if certificates for tendered Outstanding Notes are enclosed herewith.**

☐ **Check here if tendered Outstanding Notes are being delivered by book-entry transfer made to the account maintained by the Exchange Agent with DTC and complete the following:**

Name of Tendering Institution: _____

Account Number with DTC: _____

Transaction Code Number: _____

☐ **Check here if you tendered by book-entry transfer and desire any non-exchanged notes to be returned to you by crediting the book-entry transfer facility account number set forth above.**

Broker-Dealer Status

☐ Check here if you are a broker-dealer that acquired your Outstanding Notes for your own account as a result of market-making activities or other trading activities and wish to receive 10 additional copies of the Prospectus and any amendments or supplements thereto.

Name: _____

Address: _____

Note: signatures must be provided below

PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY

Ladies and Gentlemen:

Upon the terms and subject to the conditions of the Exchange Offer, the undersigned hereby tenders to Acadia Healthcare Company, Inc. (the "Issuer") the principal amount of the Outstanding Notes indicated above. Subject to, and effective upon, the acceptance for exchange of all or any portion of the Outstanding Notes tendered herewith in accordance with the terms and conditions of the Exchange Offer (including, if the Exchange Offer is extended or amended, the terms and conditions of any such extension or amendment), the undersigned hereby exchanges, assigns and transfers to, or upon the order of, the Issuer all right, title and interest in and to such Outstanding Notes as are being tendered herewith. The undersigned hereby irrevocably constitutes and appoints the Exchange Agent as its true and lawful agent and attorney-in-fact (with full knowledge that the Exchange Agent also acts as an agent of the Issuer) of the undersigned, with full power of substitution, to cause the Outstanding Notes to be assigned, transferred and exchanged.

The undersigned represents and warrants that it has full power and authority to tender, exchange, assign and transfer the Outstanding Notes and to acquire Exchange Notes issuable upon the exchange of such tendered Outstanding Notes, and that, when the same are accepted for exchange, the Issuer will acquire good and unencumbered title to the tendered Outstanding Notes, free and clear of all liens, restrictions, charges and encumbrances and not subject to any adverse claim. The undersigned also warrants that it will, upon request, execute and deliver any additional documents deemed by the Exchange Agent or the Issuer to be necessary or desirable to complete the exchange, assignment and transfer of the tendered Outstanding Notes or transfer ownership of such Outstanding Notes on the account books maintained by the book-entry transfer facility. The undersigned further agrees that acceptance of any and all validly tendered Outstanding Notes by the Issuer and the issuance of Exchange Notes in exchange therefor shall constitute performance in full by the Issuer of its obligations under the Registration Rights Agreement, dated as of November 1, 2011, among the Issuer, the guarantors party thereto and Jefferies & Company, Inc. as initial purchaser (the "Registration Rights Agreement"), and that the Issuer shall have no further obligations or liabilities thereunder. The undersigned will comply with its obligations under the Registration Rights Agreement.

The Exchange Offer is subject to certain conditions as set forth in the Prospectus under the caption "Exchange Offer—Conditions to the Exchange Offer." As a result of these conditions (which may be waived, in whole or in part, by the Issuer), as more particularly set forth in the Prospectus, the Issuer may not be required to exchange any of the Outstanding Notes tendered hereby and, in such event, the Outstanding Notes not exchanged will be returned to the undersigned at the address shown above, promptly following the expiration or termination of the Exchange Offer. In addition, the Issuer may amend the Exchange Offer at any time prior to the Expiration Date if any of the conditions set forth under "Exchange Offer—Conditions to the Exchange Offer" occur.

Tenders of Outstanding Notes pursuant to any one of the procedures described in the Prospectus and in the instructions attached hereto will, upon the Issuer's acceptance for exchange of such tendered Outstanding Notes, constitute a binding agreement between the undersigned and the Issuer upon the terms and subject to the conditions of the Exchange Offer. Under circumstances set forth in the Prospectus, the Issuer may not be required to accept for exchange any of the Outstanding Notes.

By tendering Outstanding Notes and executing this Letter of Transmittal, the undersigned represents that (1) the Exchange Notes acquired pursuant to the Exchange Offer are being acquired in the ordinary course of business of the undersigned, (2) the undersigned is not engaging in and does not intend to engage in a distribution of such Exchange Notes within the meaning of the federal securities laws, (3) the undersigned does not have an arrangement or understanding with any person to participate in the distribution of such Exchange Notes, (4) the undersigned is not an "affiliate" of the Issuer within the meaning of Rule 405 under the Securities Act and (5) the undersigned is not acting on behalf of any person who could not truthfully make the foregoing representations.

If the undersigned is a broker-dealer that will receive Exchange Notes for its own account in exchange for Outstanding Notes that were acquired as a result of market-making activities or other trading activities, it

acknowledges that it will deliver a Prospectus meeting the requirements of the Securities Act in connection with any resale of such Exchange Notes. By acknowledging that it will deliver and by delivering a Prospectus meeting the requirements of the Securities Act in connection with any resale of such Exchange Notes, the undersigned is not deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

Any holder of Outstanding Notes using the Exchange Offer to participate in a distribution of the Exchange Notes (i) cannot rely on the position of the staff of the Securities and Exchange Commission enunciated in its interpretive letter with respect to Exxon Capital Holdings Corporation (available May 13, 1988) or similar interpretive letters and (ii) must comply with the registration and Prospectus delivery requirements of the Securities Act in connection with a secondary resale transaction.

All authority herein conferred or agreed to be conferred shall survive the death or incapacity of the undersigned and every obligation of the undersigned hereunder shall be binding upon the heirs, personal representatives, successors and assigns of the undersigned. Tendered Outstanding Notes may be withdrawn at any time prior to the Expiration Date in accordance with the terms of this Letter of Transmittal. Except as stated in the Prospectus, this tender is irrevocable.

Certificates for all Exchange Notes delivered in exchange for tendered Outstanding Notes and any Outstanding Notes delivered herewith but not exchanged, and registered in the name of the undersigned, shall be delivered to the undersigned at the address shown below the signature of the undersigned unless otherwise instructed under "Special Issuance Instructions" or "Special Delivery Instructions" on pages 6 and 7 below, respectively.

The undersigned, by completing the box entitled "Description of Outstanding Notes" above and signing this letter, will be deemed to have tendered the Outstanding Notes as set forth in such box.

PLEASE SIGN HERE

(To Be Completed By All Tendering Holders of
Outstanding Notes Regardless of Whether Outstanding Notes
Are Being Physically Delivered Herewith, unless an Agent's Message
Is Delivered in Connection with a Book-Entry Transfer of Such Outstanding Notes)

This Letter of Transmittal must be signed by the registered holder(s) of Outstanding Notes exactly as their name(s) appear(s) on certificate(s) for Outstanding Notes or on a security position listing, or by person(s) authorized to become registered holder(s) by endorsements and documents transmitted with this Letter of Transmittal. If the signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer or other person acting in a fiduciary or representative capacity, such person must set forth his or her full title below under "Capacity" and submit evidence satisfactory to the Exchange Agent of such person's authority to so act. See Instruction 5 below.

If the signature appearing below is not of the registered holder(s) of the Outstanding Notes, then the registered holder(s) must sign a valid power of attorney.

X _____

X _____

Signature(s) of Holder(s) or Authorized Signatory

Dated _____

Name(s) _____

_____

Capacity _____

Address _____

Including Zip Code

_____

Area Code and Telephone No. _____

Please Complete IRS Form W-9 or IRS Form W-8, as applicable

SIGNATURE GUARANTEE (If required—see Instructions 2 and 5 below)
Certain Signatures Must be Guaranteed by a Signature Guarantor

_____

(Name of Signature Guarantor Guaranteeing Signatures)

_____

(Address (including zip code) and Telephone Number (including area code) of Firm)

_____

(Authorized Signature)

_____

(Printed Name)

_____

(Title)

Dated _____

SPECIAL ISSUANCE INSTRUCTIONS
(See Instructions 4 through 7)

To be completed ONLY if certificates for Outstanding Notes in a principal amount not tendered are to be issued in the name of, or Exchange Notes issued pursuant to the Exchange Offer are to be issued in the name of, someone other than the person or persons whose name(s) appear(s) within this Letter of Transmittal or issued to an address different from that shown in the box entitled "Description of Outstanding Notes" within this Letter of Transmittal.

Issue: ☐ Exchange Notes ☐ Outstanding Notes
(Complete as applicable)

Name _____
(Please Print)

Address _____
(Please Print)

_____
(Zip Code)

_____
Tax Identification or Social Security Number
(See IRS Form W-9)

Credit Outstanding Notes not tendered, but represented by certificates tendered by this Letter of Transmittal, by book-entry transfer to:

☐ The Depository Trust Company

☐ _____

☐ Account Number _____

Credit Exchange Notes issued pursuant to the Exchange Offer by book-entry transfer to:

☐ The Depository Trust Company

☐ _____

☐ Account Number _____

SPECIAL DELIVERY INSTRUCTIONS
(See Instructions 4 through 7)

To be completed ONLY if certificates for Outstanding Notes in a principal amount not tendered, or Exchange Notes, are to be sent to someone other than the person or persons whose name(s) appear(s) within this Letter of Transmittal to an address different from that shown in the box entitled "Description of Outstanding Notes" within this Letter of Transmittal.

Deliver: ☐ Exchange Notes ☐ Outstanding Notes
(Complete as applicable)

Name _____
(Please Print)

Address _____
(Please Print)

_____
(Zip Code)

Is this a permanent address change:

☐ Yes ☐ No (check one box)

INSTRUCTIONS TO LETTER OF TRANSMITTAL
Forming Part of the Terms and Conditions
of the Exchange Offer

1. **Delivery of this Letter of Transmittal and Outstanding Notes.** This Letter of Transmittal is to be completed by holders of Outstanding Notes if certificates representing such Outstanding Notes are to be forwarded herewith, or, unless an agent's message is utilized, if delivery of such certificates is to be made by book-entry transfer to the account maintained by DTC, pursuant to the procedures set forth in the Prospectus under "Exchange Offer—Procedures for Tendering Outstanding Notes." To tender in the Exchange Offer, a holder must complete, sign and date this Letter of Transmittal, or a facsimile thereof, have the signatures thereon guaranteed if required by these Instructions or transmit an agent's message in connection with a book-entry transfer, and, unless transmitting an agent's message in connection with a book-entry transfer, mail or otherwise deliver this Letter of Transmittal or the facsimile, together with the Outstanding Notes and any other required documents, to the Exchange Agent prior to the Expiration Date. To be tendered effectively, the Outstanding Notes, this Letter of Transmittal or an agent's message and other required documents must be completed and received by the Exchange Agent at its address prior to the Expiration Date. Delivery of the Outstanding Notes may be made by book-entry transfer in accordance with the procedures described in the Prospectus under "Exchange Offer—Procedures for Tendering Outstanding Notes." Confirmation of the book-entry transfer must be received by the Exchange Agent prior to the Expiration Date.

The method of delivery of this Letter of Transmittal, the Outstanding Notes and all other required documents to the Exchange Agent is at the election and sole risk of the holder. Instead of delivery by mail, holders should use an overnight or hand delivery service. In all cases, holders should allow for sufficient time to ensure delivery to the Exchange Agent prior to the Expiration Date. Holders may request their broker, dealer, commercial bank, trust company or nominee to effect these transactions for them. Holders should not send any Outstanding Note, Letter of Transmittal or other required document to the Issuer.

2. **Guarantee of Signatures.** Signatures on this Letter of Transmittal or a notice of withdrawal must be guaranteed by a member firm of a registered national securities exchange or of the National Association of Securities Dealers, Inc., a commercial bank or trust company having an office or correspondent in the United States or by an "eligible guarantor institution" within the meaning of Rule 17Ad-15 promulgated under the Securities Exchange Act of 1934, as amended (banks; brokers and dealers; credit unions; national securities exchanges; registered securities associations; learning agencies; and savings associations) unless the Outstanding Notes tendered hereby are tendered (1) by a registered holder of Outstanding Notes (or by a participant in DTC whose name appears on a security position listing as the owner of such Outstanding Notes) who has not completed any of the boxes entitled "Special Issuance Instructions" or "Special Delivery Instructions," on this Letter of Transmittal, or (2) for the account of an "eligible guarantor institution." If the Outstanding Notes are registered in the name of a person other than the person who signed this Letter of Transmittal or if Outstanding Notes not tendered are to be returned to, or are to be issued to the order of, a person other than the registered holder or if Outstanding Notes not tendered are to be sent to someone other than the registered holder, then the signature on this Letter of Transmittal accompanying the tendered Outstanding Notes must be guaranteed as described above. Beneficial owners whose Outstanding Notes are registered in the name of a broker, dealer, commercial bank, trust company or other nominee must contact such broker, dealer, commercial bank, trust company or other nominee if they desire to tender Outstanding Notes. See "Exchange Offer—Procedures for Tendering Outstanding Notes" in the Prospectus.

3. **Withdrawal of Tenders.** Except as otherwise provided in the Prospectus, tenders of Outstanding Notes may be withdrawn at any time prior to the Expiration Date. For a withdrawal of tendered Outstanding Notes to be effective, either a written or facsimile transmission notice of withdrawal must be received by the Exchange Agent prior to the Expiration Date at its address set forth on the cover of this Letter of Transmittal or you must comply with the appropriate withdrawal procedures of DTC's Automated Tender Offer Program. Any notice of withdrawal must (1) specify the name of the person having deposited the Outstanding Notes to be withdrawn,

(2) identify the Outstanding Notes to be withdrawn, including the certificate number(s) and principal amount of the Outstanding Notes, or, in the case of Outstanding Notes transferred by book-entry transfer, the name and number of the account at DTC to be credited, (3) be signed by the holder in the same manner as the original signature on the letter of transmittal by which the Outstanding Notes were tendered, including any required signature guarantees, or be accompanied by documents of transfer sufficient to have the trustee with respect to the Outstanding Notes register the transfer of the Outstanding Notes into the name of the person withdrawing the tender, and (4) specify the name in which any Outstanding Notes are to be registered, if different from that of the person depositing the Outstanding Notes to be withdrawn. If the Outstanding Notes to be withdrawn have been delivered or otherwise identified to the Exchange Agent, a signed notice of withdrawal is effective immediately upon written or facsimile notice of such withdrawal even if physical release is not yet effected.

Any permitted withdrawal of Outstanding Notes may not be rescinded. Any Outstanding Notes properly withdrawn will thereafter be deemed not validly tendered for purposes of the Exchange Offer. However, properly withdrawn Outstanding Notes may be retendered by following one of the procedures described in the Prospectus under the caption "Exchange Offer—Procedures for Tendering Outstanding Notes" at any time prior to the Expiration Date.

4. **Partial Tenders.** Tenders of Outstanding Notes pursuant to the Exchange Offer will be accepted only in principal amounts of at least $2,000 and in integral multiples of $1,000 in excess thereof. If less than the entire principal amount of any Outstanding Notes evidenced by a submitted certificate is tendered, the tendering holder must fill in the principal amount tendered in the last column of the box entitled "Description of Outstanding Notes" herein. The entire principal amount represented by the certificates for all Outstanding Notes delivered to the Exchange Agent will be deemed to have been tendered unless otherwise indicated. If the entire principal amount of all Outstanding Notes held by the holder is not tendered, certificates for the principal amount of Outstanding Notes not tendered and Exchange Notes issued in exchange for any Outstanding Notes tendered and accepted will be sent (or, if tendered by book-entry transfer, returned by credit to the account at DTC designated herein) to the holder unless otherwise provided in the appropriate box on this Letter of Transmittal (see Instruction 6), promptly after the Expiration Date. Any untendered portion of an Outstanding Note must be in a principal amount of $2,000 or in integral multiples of $1,000 in excess thereof.

5. **Signature on this Letter of Transmittal; Bond Powers and Endorsements; Guarantee of Signatures.** If this Letter of Transmittal is signed by the registered holder(s) of the Outstanding Notes tendered hereby, the signature must correspond with the name(s) as written on the face of certificates without alteration, enlargement or change whatsoever. If this Letter of Transmittal is signed by a participant in DTC whose name is shown on the security position listing as the owner of the Outstanding Notes tendered hereby, the signature must correspond with the name shown on such security position listing the owner of the Outstanding Notes.

If any of the Outstanding Notes tendered hereby are owned of record by two or more joint owners, all such owners must sign this Letter of Transmittal. If any tendered Outstanding Notes are registered in different names on several certificates, it will be necessary to complete, sign and submit as many copies of this Letter of Transmittal and any necessary accompanying documents as there are different names in which certificates are held.

If this Letter of Transmittal is signed by the holder, and the certificates for any principal amount of Outstanding Notes not tendered are to be issued (or if any principal amount of Outstanding Notes that is not tendered is to be reissued or returned) to or, if tendered by book-entry transfer, credited to the account of DTC of the registered holder, and Exchange Notes exchanged for Outstanding Notes in connection with the Exchange Offer are to be issued to the order of the registered holder, then the registered holder need not endorse any certificates for tendered Outstanding Notes nor provide a separate bond power. In any other case (including if this Letter of Transmittal is not signed by the registered holder), the registered holder must either properly endorse the certificates for Outstanding Notes tendered or transmit a separate properly completed bond power with this Letter of Transmittal (in either case, executed exactly as the name(s) of the registered holder(s)

appear(s) on such Outstanding Notes, and, with respect to a participant in DTC whose name appears on a security position listing as the owner of Outstanding Notes, exactly as the name(s) of the participant(s) appear(s) on such security position listing), with the signature on the endorsement or bond power guaranteed by a signature guarantor or an eligible guarantor institution, unless such certificates or bond powers are executed by an eligible guarantor institution. See Instruction 2.

Endorsements on certificates for Outstanding Notes and signatures on bond powers provided in accordance with this Instruction 5 by registered holders not executing this Letter of Transmittal must be guaranteed by an eligible institution. See Instruction 2.

If this Letter of Transmittal or any certificates representing Outstanding Notes or bond powers are signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, such persons should so indicate when signing, and proper evidence satisfactory to the Exchange Agent of their authority so to act must be submitted with this Letter of Transmittal.

6. **Special Issuance and Special Delivery Instructions.** Tendering holders should indicate in the applicable box or boxes the name and address to which Outstanding Notes for principal amounts not tendered or Exchange Notes exchanged for Outstanding Notes in connection with the Exchange Offer are to be issued or sent, if different from the name and address of the holder signing this Letter of Transmittal. In the case of issuance in a different name, the taxpayer-identification number of the person named must also be indicated. If no instructions are given, Outstanding Notes not tendered will be returned to the registered holder of the Outstanding Notes tendered. For holders of Outstanding Notes tendered by book-entry transfer, Outstanding Notes not tendered will be returned by crediting the account at DTC designated above.

7. **Taxpayer Identification Number and IRS Form W-9.** Each tendering holder is required to provide the Exchange Agent with its correct taxpayer identification number ("TIN"), which, in the case of a holder who is an individual, is his or her social security number. If the Exchange Agent is not provided with the correct TIN, the holder may be subject to backup withholding and a $50 penalty imposed by the Internal Revenue Service.

To prevent backup withholding, each holder tendering Outstanding Notes must provide such holder's correct TIN by completing the IRS Form W-9, certifying that such holder is a U.S. person (as defined in the instructions to the IRS Form W-9 which were previously provided to your bank or broker and which are also available at *www.irs.gov*), that the TIN provided is correct, and that such holder is not subject to backup withholding. Holders that are not U.S. persons for U.S. federal income tax purposes must complete and submit an IRS Form W-8BEN or other applicable IRS Form W-8, signed under penalties of perjury, attesting to the holder's foreign status and, if applicable, qualification for exemption from U.S. withholding, to avoid backup withholding. Such forms may be obtained at the IRS website at *www.irs.gov*. A copy of the IRS Form W-9 and the related instructions may also be obtained from your bank or broker. If you provide an incorrect TIN, you may be subject to penalties imposed by the IRS.

Backup withholding is not an additional tax, but rather is credited against the holder's U.S. federal income tax liability. Holders are advised to consult their tax advisors to ensure compliance with the procedural requirements to reduce or avoid withholding or, if applicable, to file a claim for a refund of withheld amounts in excess of the holder's U.S. federal income tax liability.

8. **Mutilated, Lost, Stolen or Destroyed Outstanding Notes.** Any holder whose Outstanding Notes have been mutilated, lost, stolen or destroyed should contact the Exchange Agent at the address indicated above for further instructions. This Letter of Transmittal cannot be processed until the procedures for replacing mutilated, lost, stolen or destroyed certificates have been completed.

9. **Irregularities.** All questions as to the validity, form, eligibility, time of receipt, acceptance and withdrawal of any tenders of Outstanding Notes pursuant to the procedures described in the Prospectus and the form and validity of all documents will be determined by the Issuer, in its sole discretion, which determination

shall be final and binding on all parties. The Issuer reserves the absolute right, in its sole discretion, to reject any or all tenders of any Outstanding Notes determined by it not to be in proper form or the acceptance of which may, in the opinion of the Issuer's counsel, be unlawful. The Issuer also reserves the absolute right, in its sole discretion, to waive or amend any of the conditions of the Exchange Offer or to waive any defect or irregularity in the tender of any particular Outstanding Notes, provided however that, to the extent such waiver includes any condition to tender, the Issuer will waive such condition as to all tendering holders. The Issuer's interpretations of the terms and conditions of the Exchange Offer (including, without limitation, the instructions in this Letter of Transmittal) shall be final and binding. No alternative, conditional or contingent tenders will be accepted. Unless waived, any irregularities in connection with tenders must be cured within such time as the Issuer shall determine and in any case, before the Expiration Date. None of the Issuer, the Exchange Agent or any other person will be under any duty to give notification of any defects or irregularities in such tenders or will incur any liability to holders for failure to give such notification. Tenders of such Outstanding Notes shall not be deemed to have been made until such irregularities have been cured or waived. Any Outstanding Notes received by the Exchange Agent that are not properly tendered and as to which the irregularities have not been cured or waived will be returned by the Exchange Agent to the tendering holders, unless such holders have otherwise provided herein, promptly following the Expiration Date.

10. **Requests for Assistance or Additional Copies.** Questions relating to the procedure for tendering, as well as requests for assistance or additional copies of the Prospectus and this Letter of Transmittal, may be directed to the Exchange Agent at the address and telephone number set forth above. Holders may also contact their broker, dealer, commercial bank, trust company or other nominee for assistance concerning the Exchange Offer.

IMPORTANT: This Letter of Transmittal or a facsimile thereof (together with certificates for Outstanding Notes and all other required documents) must be received by the Exchange Agent prior to 5:00 p.m., New York City time, on the Expiration Date.

Letter to DTC Participants Regarding the Offer to Exchange

Any and All Outstanding 12.875% Senior Notes due 2018
for
12.875% Senior Notes due 2018
of

ACADIA HEALTHCARE COMPANY, INC.

Pursuant to the Prospectus dated , 2011

THE EXCHANGE OFFER WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON , 2012, UNLESS EXTENDED (SUCH TIME AND DATE, AS THE SAME MAY BE EXTENDED FROM TIME TO TIME, THE "EXPIRATION DATE"). TENDERS MAY BE WITHDRAWN AT ANY TIME PRIOR TO THE EXPIRATION DATE.

, 2011

To Securities Dealers, Commercial Banks,
Trust Companies and Other Nominees:

Enclosed for your consideration is a Prospectus dated , 2011 (the "Prospectus") and a Letter of Transmittal (the "Letter of Transmittal") that together constitute the offer (the "Exchange Offer") of Acadia Healthcare Company, Inc., a Delaware corporation (the "Company" or "Issuer"), to exchange an aggregate principal amount of up to $150,000,000 of its 12.875% Senior Notes due 2018 (together with the guarantees thereof, the "Exchange Notes"), which have been registered under the Securities Act of 1933, as amended (the "Securities Act") for a like aggregate principal amount of its outstanding 12.875% Senior Notes due 2018, issued and sold in a transaction exempt from registration under the Securities Act (the "Outstanding Notes"), upon the terms and conditions set forth in the Prospectus. The Prospectus and Letter of Transmittal more fully describe the Exchange Offer. Capitalized terms used but not defined herein have the meanings given to them in the Prospectus.

We are asking you to contact your clients for whom you hold Outstanding Notes registered in your name or in the name of your nominee. In addition, we ask you to contact your clients who, to your knowledge, hold Outstanding Notes registered in their own name.

Enclosed are copies of the following documents:

1. the Prospectus;

2. the form of Letter of Transmittal for your use in connection with the tender of Outstanding Notes and for the information of your clients;

3. a form of letter that may be sent to your clients for whose accounts you hold Outstanding Notes registered in your name or the name of your nominee, with space provided for obtaining the clients' instructions with regard to the Exchange Offer; and

4. IRS Form W-9 and Guidelines for Certificate of Taxpayer Identification Number on Form W-9.

DTC participants will be able to execute tenders through the DTC Automated Tender Offer Program.

Please note that the Exchange Offer will expire at 5:00 p.m., New York City time, on , 2012, unless extended by the Issuer. We urge you to contact your clients as promptly as possible.

You will be reimbursed by the Issuer for customary mailing and handling expenses incurred by you in forwarding any of the enclosed materials to your clients.

Additional copies of the enclosed material may be obtained from the Exchange Agent, at the address and telephone numbers set forth in the Prospectus.

Very truly yours,

Acadia Healthcare Company, Inc.

NOTHING HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL CONSTITUTE YOU OR ANY PERSON AS AN AGENT OF THE ISSUER OR THE EXCHANGE AGENT, OR AUTHORIZE YOU OR ANY OTHER PERSON TO MAKE ANY STATEMENTS ON BEHALF OF EITHER OF THEM WITH RESPECT TO THE EXCHANGE OFFER, EXCEPT FOR STATEMENTS EXPRESSLY MADE IN THE PROSPECTUS AND THE LETTER OF TRANSMITTAL.

Letter to Beneficial Holders Regarding the Offer to Exchange

Any and All Outstanding 12.875% Senior Notes due 2018
for
12.875% Senior Notes due 2018
of

ACADIA HEALTHCARE COMPANY, INC.

Pursuant to the Prospectus dated , 2011

THE EXCHANGE OFFER WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON , 2012, UNLESS EXTENDED (SUCH TIME AND DATE, AS THE SAME MAY BE EXTENDED FROM TIME TO TIME, THE "EXPIRATION DATE"). TENDERS MAY BE WITHDRAWN AT ANY TIME PRIOR TO THE EXPIRATION DATE.

, 2011

To Our Clients:

Enclosed for your consideration is a Prospectus dated , 2011 (the "Prospectus") and a Letter of Transmittal (the "Letter of Transmittal") that together constitute the offer (the "Exchange Offer") by Acadia Healthcare Company, Inc., a Delaware corporation (the "Company" or "Issuer), to exchange up to $150,000,000 of its 12.875% Senior Notes due 2018 (together with the guarantees thereof, the "Exchange Notes"), which have been registered under the Securities Act of 1933, as amended (the "Securities Act"), for a like aggregate principal amount of its outstanding 12.875% Senior Notes due 2018, issued and sold in a transaction exempt from registration under the Securities Act (the "Outstanding Notes"), upon the terms and conditions set forth in the Prospectus. The Prospectus and Letter of Transmittal more fully describe the Exchange Offer. Capitalized terms used but not defined herein have the meanings given to them in the Prospectus.

These materials are being forwarded to you as the beneficial owner of Outstanding Notes carried by us for your account or benefit but not registered in your name. A tender of any Outstanding Notes may be made only by us as the registered holder and pursuant to your instructions. Therefore, the Issuer urges beneficial owners of Outstanding Notes registered in the name of a broker, dealer, commercial bank, trust company or other nominee to contact such registered holder promptly if they wish to tender Outstanding Notes in the Exchange Offer.

Accordingly, we request instructions as to whether you wish us to tender any or all of your Outstanding Notes, pursuant to the terms and conditions set forth in the Prospectus and Letter of Transmittal. We urge you to read carefully the Prospectus and Letter of Transmittal before instructing us to tender your Outstanding Notes.

Your instructions to us should be forwarded as promptly as possible in order to permit us to tender Outstanding Notes on your behalf in accordance with the provisions of the Exchange Offer. **The Exchange Offer will expire at 5:00 p.m., New York City time, on , 2012** (the "Expiration Date")**.** Outstanding Notes tendered pursuant to the Exchange Offer may be withdrawn, subject to the procedures described in the Prospectus, at any time prior to the Expiration Date.

If you wish to have us tender any or all of your Outstanding Notes held by us for your account or benefit, please so instruct us by completing, executing and returning to us the instruction form that appears below. The accompanying Letter of Transmittal is furnished to you for informational purposes only and may not be used by you to tender Outstanding Notes held by us and registered in our name for your account or benefit.

Instructions to Registered Holder
from Beneficial Owner of
12.875% Senior Notes due 2018 of

ACADIA HEALTHCARE COMPANY, INC.

The undersigned acknowledge(s) receipt of your letter and the enclosed materials referred to therein relating to the Exchange Offer of the Issuer. Capitalized terms used but not defined herein have the meanings ascribed to them in the Prospectus.

This will instruct you to tender the principal amount of Outstanding Notes indicated below held by you for the account or benefit of the undersigned, pursuant to the terms of and conditions set forth in the Prospectus and the Letter of Transmittal.

The aggregate face amount of the Outstanding Notes held by you for the account of the undersigned is (*fill in amount*):

$ of the Outstanding Notes.

With respect to the Exchange Offer, the undersigned hereby instructs you (check appropriate box):

☐ To TENDER the following Outstanding Notes held by you for the account of the undersigned (insert principal amount of Outstanding Notes to be tendered, if any):

$ of the Outstanding Notes.

☐ NOT to TENDER any Outstanding Notes held by you for the account of the undersigned.

If the undersigned instructs you to tender the Outstanding Notes held by you for the account of the undersigned, it is understood that you are authorized (a) to make, on behalf of the undersigned (and the undersigned, by its signature below, hereby makes to you), the representations and warranties contained in the Letter of Transmittal that are to be made with respect to the undersigned as a beneficial owner of the Outstanding Notes, including but not limited to the following representations: (i) the undersigned is acquiring the Exchange Notes in the ordinary course of business of the undersigned; (ii) the undersigned is not engaging in and does not intend to engage in a distribution of such Exchange Notes within the meaning of the federal securities laws; (iii) the undersigned has no arrangement or understanding with any person to participate in the distribution of such Exchange Notes; (iv) the undersigned is not an “affiliate,” as defined in Rule 405 under the Securities Act, of the Issuer; and (v) the undersigned is not acting on behalf of any persons who could not truthfully make the foregoing representations; (b) to agree, on behalf of the undersigned, as set forth in the Letter of Transmittal and this instruction letter; and (c) to take such other action as necessary under the Prospectus or the Letter of Transmittal to effect the valid tender of Outstanding Notes.

The purchaser status of the undersigned is (check the box that applies):

☐ A “Qualified Institutional Buyer” (as defined in Rule 144A under the Securities Act);

☐ A non “U.S. person” (as defined in Regulation S under the Securities Act) that purchased the Outstanding Notes outside the United States in accordance with Rule 904 under the Securities Act.

☐ An institutional “accredited investor” within the meaning of Rule 501 under the Securities Act that acquired the Outstanding Notes for investment purposes and not with a view to, or for offer or sale in connection with, any distribution in violation of the Securities Act

SIGN HERE

Name of beneficial owner(s)
Signature(s)
Name(s) of Signatory(ies), if different from beneficial owner (please print)

Address
Principal place of business (if different from address listed above)

Telephone Number(s)
Taxpayer Identification or Social Security Number
Date