
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549**

FORM 8-K

**CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934**

Date of report (Date of earliest event reported): May 10, 2017

Acadia Healthcare Company, Inc.

(Exact Name of Registrant as Specified in Its Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-35331
(Commission
File Number)

45-2492228
(IRS Employer
Identification No.)

6100 Tower Circle, Suite 1000
Franklin, Tennessee
(Address of Principal Executive Offices)

37067
(Zip Code)

(615) 861-6000
(Registrant's Telephone Number, including Area Code)

Not Applicable
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01. Entry into a Material Definitive Agreement.

On May 10, 2017, Acadia Healthcare Company, Inc., a Delaware corporation (the “Company”), entered into a Third Repricing Amendment (the “Amendment”) to its Amended and Restated Credit Agreement, dated as of December 31, 2012 (as amended, restated or otherwise modified to date, the “Amended and Restated Credit Agreement”). As of the execution date thereof, the Amendment reduces the Applicable Rate with respect to (i) the Tranche B-1 Term Loan, which had approximately \$489 million outstanding as of March 31, 2017, to 2.75% from 3.00% in the case of Eurodollar Rate Loans and to 1.75% from 2.00% in the case of Base Rate Loans, and (ii) the Tranche B-2 Term Loan, which had approximately \$943 million outstanding as of March 31, 2017, to 2.75% from 3.00% in the case of Eurodollar Rate Loans and to 1.75% from 2.00% in the case of Base Rate Loans.

The foregoing is only a summary of the material terms of the Amendment and does not purport to be complete, and is qualified in its entirety by reference to the Amendment, a copy of which is attached to this Current Report on Form 8-K as Exhibit 10 and incorporated herein by reference.

Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

To the extent required, the information set forth in Item 1.01 above is incorporated by reference into this Item 2.03.

Item 7.01. Regulation FD Disclosure.

On May 10, 2017, the Company issued a press release announcing the Amendment. The press release is furnished herewith as Exhibit 99 hereto and is incorporated by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit Number</u>	<u>Description</u>
10	Third Repricing Amendment, dated May 10, 2017, to the Amended and Restated Credit Agreement, dated December 31, 2012 (as amended, restated or otherwise modified to date), by and among Bank of America, NA (Administrative Agent, Swing Line Lender and L/C Issuer) and the Company (f/k/a Acadia Healthcare Company, LLC), the guarantors listed on the signature pages thereto, and the lenders listed on the signature pages thereto
99	Press Release, dated May 10, 2017

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

ACADIA HEALTHCARE COMPANY, INC.

Date: May 10, 2017

By: /s/ Christopher L. Howard

Christopher L. Howard

Executive Vice President, Secretary and General Counsel

EXHIBIT INDEX

**Exhibit
Number**

Description

10	Third Repricing Amendment, dated May 10, 2017, to the Amended and Restated Credit Agreement, dated December 31, 2012 (as amended, restated or otherwise modified to date), by and among Bank of America, NA (Administrative Agent, Swing Line Lender and L/C Issuer) and the Company (f/k/a Acadia Healthcare Company, LLC), the guarantors listed on the signature pages thereto, and the lenders listed on the signature pages thereto
99	Press Release, dated May 10, 2017

THIRD REPRICING AMENDMENT

THIS THIRD REPRICING AMENDMENT (this "Amendment") dated as of May 10, 2017 to the Credit Agreement referenced below is by and among ACADIA HEALTHCARE COMPANY, INC., a Delaware corporation (the "Borrower"), the Guarantors identified on the signature pages hereto, the Lenders holding the Tranche B-1 Term Loan, the Lenders holding the Tranche B-2 Term Loan and BANK OF AMERICA, N.A., in its capacity as Administrative Agent (in such capacity, the "Administrative Agent").

WITNESSETH

WHEREAS, revolving credit and term loan facilities have been extended to the Borrower pursuant to that certain Amended and Restated Credit Agreement dated as of December 31, 2012 (as amended, modified, supplemented, increased and extended from time to time, the "Credit Agreement") by and among the Borrower, the Guarantors identified therein, the Lenders identified therein and the Administrative Agent; and

WHEREAS, the Borrower has requested certain modifications to the pricing applicable to the Tranche B-1 Term Loan and the Tranche B-2 Term Loan and the Lenders holding the Tranche B-1 Term Loan and the Lenders holding the Tranche B-2 Term Loan have each agreed to such 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 (as amended by this Amendment).
2. Amendments to the Credit Agreement. The Credit Agreement is amended as follows:
 - 2.1. The following definition is added to Section 1.01 of the Credit Agreement in the appropriate alphabetical order:

"Third Repricing Amendment Effective Date" means the effective date of the Third Repricing Amendment to this Agreement among the Loan Parties, the Lenders holding the Tranche B-1 Term Loan, the Lenders holding the Tranche B-2 Term Loan and the Administrative Agent.
 - 2.2. Clauses (b) and (c) of the definition of "Applicable Rate" are amended and restated in their entirety to read as follows:
 - (b) with respect to the Tranche B-1 Term Loan, 2.75% in the case of Eurodollar Rate Loans and 1.75% in the case of Base Rate Loans;
 - (c) with respect to the Tranche B-2 Term Loan, 2.75% in the case of Eurodollar Rate Loans and 1.75% in the case of Base Rate Loans;
 - 2.3. Sections 2.09(c) and (d) are amended and restated in their entirety to read as follows:

(c) Tranche B-1 Repricing Transaction. At the time of the effectiveness of any Tranche B-1 Repricing Transaction that is consummated after the Third Repricing Amendment Effective Date and on or prior to the date that is six (6) months following the Third Repricing Amendment Effective Date, the Borrower shall pay to the Administrative Agent, for the ratable account of each Lender holding the Tranche B-1 Term Loan that are either prepaid, repaid, converted or otherwise subject to a pricing reduction in connection with such Third Repricing Transaction (including, if applicable, any Non-Consenting Lender holding the Tranche B-1 Term Loan), a fee in an amount equal to 1.0% of (i) in the case of a Tranche B-1 Repricing Transaction described in clause (a) of the definition thereof, the aggregate principal amount of the Tranche B-1 Term Loan that is prepaid, refinanced, converted, substituted or replaced in connection with such Tranche B-1 Repricing Transaction or (ii) in the case of a Tranche B-1 Repricing Transaction described in clause (b) of the definition thereof, the aggregate principal amount of the Tranche B-1 Term Loan outstanding on such date that is subject to an effective pricing reduction pursuant to such Tranche B-1 Repricing Transaction. Such fees shall be earned, due and payable upon the date of the effectiveness of such Tranche B-1 Repricing Transaction.

(d) Tranche B-2 Repricing Transaction. At the time of the effectiveness of any Tranche B-2 Repricing Transaction that is consummated after the Third Repricing Amendment Effective Date and on or prior to the date that is six (6) months following the Third Repricing Amendment Effective Date, the Borrower shall pay to the Administrative Agent, for the ratable account of each Lender holding the Tranche B-2 Term Loan that are either prepaid, repaid, converted or otherwise subject to a pricing reduction in connection with such Tranche B-2 Repricing Transaction (including, if applicable, any Non-Consenting Lender holding the Tranche B-2 Term Loan), a fee in an amount equal to 1.0% of (i) in the case of a Tranche B-2 Repricing Transaction described in clause (a) of the definition thereof, the aggregate principal amount of the Tranche B-2 Term Loan that is prepaid, refinanced, converted, substituted or replaced in connection with such Tranche B-2 Repricing Transaction or (ii) in the case of a Tranche B-2 Repricing Transaction described in clause (b) of the definition thereof, the aggregate principal amount of the Tranche B-2 Term Loan outstanding on such date that is subject to an effective pricing reduction pursuant to such Tranche B-2 Repricing Transaction. Such fees shall be earned, due and payable upon the date of the effectiveness of such Tranche B-2 Repricing Transaction.

3. Conditions Precedent. This Amendment shall become effective as of the date hereof upon satisfaction of each of the following conditions precedent in each case in a manner reasonably satisfactory to the Administrative Agent:

3.1. Amendment. Receipt by the Administrative Agent of executed counterparts of this Amendment properly executed by a Responsible Officer of each Loan Party and the Administrative Agent on its own behalf and on behalf of each Lender holding a portion of the Tranche B-1 Term Loan or Tranche B-2 Term Loan that delivers a consent to this Amendment in the form of Exhibit A attached hereto.

3.2. Accrued Interest and Fees. Receipt by the Administrative Agent from the Borrower of all accrued interest and fees owing on the Tranche B-1 Term Loan and Tranche B-2 Term Loan as of the Third Repricing Amendment Effective Date for the benefit of the Lenders holding the Tranche B-1 Term Loan and the Lenders holding the Tranche B-2 Term Loan immediately before giving effect to this Amendment.

3.3. Fees. Receipt by the Administrative Agent, MLPF&S and the Lenders of any fees required to be paid on or before the date of this Amendment.

3.4. Attorney Costs. Unless waived by the Administrative Agent, the Borrower shall have paid in accordance with Section 11.04 of the Credit Agreement all reasonable and documented fees, charges and disbursements of one primary outside counsel to the Administrative Agent (directly to such counsel if requested by the Administrative Agent) to the extent invoiced prior to or on the date hereof, plus such additional amounts of such fees, charges and disbursements as shall constitute its reasonable estimate of such fees, charges and disbursements incurred or to be incurred by it through the closing proceedings (provided that such estimate shall not thereafter preclude a final settling of accounts between the Borrower and the Administrative Agent).

Without limiting the generality of the provisions of the last paragraph of Section 10.03 of the Credit Agreement, for purposes of determining compliance with the conditions specified in this Section 3, each Lender that has consented to this Agreement shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received notice from such Lender prior to the date of this Amendment specifying its objection thereto.

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. Representations and Warranties; No Default. Each Loan Party represents and warrants to the Administrative Agent and each Lender that after giving effect to this Amendment (a) the representations and warranties of each Loan Party contained in the Credit Agreement or any other Loan Document, or which are contained in any document furnished at any time under or in connection with the Credit Agreement or any other Loan Document are true and correct in all material respects on and as of the date hereof, except to the extent that such representations and warranties specifically refer to an earlier date, in which case such representations and warranties are true and correct in all material respects as of such earlier date, and (b) no Default exists.

6. 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.

7. 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 affect any of the Liens granted in or pursuant to the Loan Documents.

8. FATCA. Borrower hereby certifies to the Administrative Agent and the Lenders that the obligations of the Borrower set forth in the Credit Agreement, as modified by this Amendment, other than the Incremental Tranche A Term Loan, the Tranche B-1 Term Loan and Tranche B-2 Term Loan, qualify

as a “grandfathered obligation” within the meaning of Treasury Regulation Section 1.1471-2(b)(2)(i). From and after the effective date of the Amendment, the Borrower shall indemnify the Administrative Agent, and hold it harmless from, any and all losses, claims, damages, liabilities and related interest, penalties and expenses, including, without limitation, Taxes and the fees, charges and disbursements of any counsel for any of the foregoing, arising in connection with the Administrative Agent’s treating, for purposes of determining withholding Taxes imposed under FATCA, the Loans (other than the Incremental Tranche A Term Loan, the Tranche B-1 Term Loan and Tranche B-2 Term Loan) as qualifying as a “grandfathered obligation” within the meaning of Treasury Regulation Section 1.1471-2(b)(2)(i). The Borrower’s obligations hereunder shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all of the Obligations.

9. No Other Changes. Except as modified hereby, all of the terms and provisions of the Loan Documents shall remain in full force and effect.

10. 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.

11. 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, each of the parties hereto has caused a counterpart of this Third Repricing Amendment to be duly executed and delivered as of the date first above written.

BORROWER: ACADIA HEALTHCARE COMPANY, INC., a Delaware corporation

By: /s/ Brent Turner

Name: Brent Turner

Title: President

GUARANTORS:

ABILENE HOLDING COMPANY, LLC,
a Delaware limited liability company
ABILENE LEGACY SUB, LLC,
a Delaware limited liability company
ACADIA CHATTANOOGA HOLDINGS, LLC,
a Tennessee limited liability company
ACADIA CRESTWYN HOLDINGS, LLC,
a Tennessee limited liability company
ACADIA JV HOLDINGS, LLC,
a Delaware limited liability company
ACADIA LAPLACE HOLDINGS, LLC,
a Delaware limited liability company
ACADIA MANAGEMENT COMPANY, LLC,
a Delaware limited liability company
ACADIA MERGER SUB, LLC,
a Delaware limited liability company
ACADIA READING HOLDINGS, LLC,
a Delaware limited liability company
ACADIANA ADDICTION CENTER, LLC,
a Delaware limited liability company
ADVANCED TREATMENT SYSTEMS, LLC,
a Virginia limited liability company
ASCENT ACQUISITION, LLC,
an Arkansas limited liability company
ASCENT ACQUISITION – CYPDC, LLC,
an Arkansas limited liability company
ASCENT ACQUISITION – PSC, LLC,
an Arkansas limited liability company
ASPEN EDUCATION GROUP, INC.,
a California corporation
ASPEN YOUTH, INC.,
a California corporation
ATS OF CECIL COUNTY, LLC,
a Virginia limited liability company
ATS OF DELAWARE, LLC,
a Virginia limited liability company

By: /s/ Brent Turner

Name: Brent Turner

Title: Vice President and Assistant Secretary

[SIGNATURE PAGES CONTINUE]

ACADIA HEALTHCARE COMPANY, INC.
THIRD REPRICING AMENDMENT

ATS OF NORTH CAROLINA, LLC,
a Virginia limited liability company
AUSTIN BEHAVIORAL HOSPITAL, LLC,
a Delaware limited liability company
AUSTIN EATING DISORDERS PARTNERS, LLC,
a Missouri limited liability company
BATON ROUGE TREATMENT CENTER, LLC,
a Louisiana limited liability company
BAYSIDE MARIN, INC.,
a Delaware corporation
BCA OF DETROIT, LLC,
a Delaware limited liability company
BECKLEY TREATMENT CENTER, LLC,
a West Virginia limited liability company
BELMONT BEHAVIORAL HOSPITAL, LLC,
a Delaware limited liability company
BGI OF BRANDYWINE, LLC,
a Virginia limited liability company
BOWLING GREEN INN OF SOUTH DAKOTA, INC.,
a Virginia corporation
CALIFORNIA TREATMENT SERVICES, LLC
a California limited liability company
CARTERSVILLE CENTER, LLC,
a Georgia limited liability company
CASCADE BEHAVIORAL HOLDING COMPANY, LLC,
a Delaware limited liability company
CASCADE BEHAVIORAL HOSPITAL, LLC,
a Delaware limited liability company
CAPS OF VIRGINIA, LLC,
a Virginia limited liability company
CENTER FOR BEHAVIORAL HEALTH – HA, LLC,
a Pennsylvania limited liability company
CENTER FOR BEHAVIORAL HEALTH – ME, INC.,
a Maine corporation
CENTER FOR BEHAVIORAL HEALTH – PA, LLC,
a Pennsylvania limited liability company
CENTERPOINTE COMMUNITY BASED SERVICES, LLC,
an Indiana limited liability company
CHARLESTON TREATMENT CENTER, LLC,
a West Virginia limited liability company
CLARKSBURG TREATMENT CENTER, LLC,
a West Virginia limited liability company
CLEARBROOK TREATMENT CENTERS LAND LLC,
a Pennsylvania limited liability company

By: /s/ Brent Turner

Name: Brent Turner

Title: Vice President and Assistant Secretary

[SIGNATURE PAGES CONTINUE]

ACADIA HEALTHCARE COMPANY, INC.
THIRD REPRICING AMENDMENT

CLEARBROOK TREATMENT CENTERS, LLC,
a Pennsylvania limited liability company
COMMODORE ACQUISITION SUB, LLC,
a Delaware limited liability company
CONWAY BEHAVIORAL HEALTH, LLC,
a Delaware limited liability company
CRC ED TREATMENT, LLC,
a Delaware limited liability company
CRC GROUP, LLC,
a Delaware limited liability company
CRC HEALTH, LLC,
a Delaware limited liability company
CRC HEALTH OREGON, LLC,
an Oregon limited liability company
CRC HEALTH TENNESSEE, LLC,
a Tennessee limited liability company
CRC RECOVERY, INC.,
a Delaware corporation
CRC WISCONSIN RD, LLC,
a Wisconsin limited liability company
CROSSROADS REGIONAL HOSPITAL, LLC,
a Delaware limited liability company
DELTA MEDICAL SERVICES, LLC,
a Tennessee limited liability company
DETROIT BEHAVIORAL INSTITUTE, LLC,
a Massachusetts limited liability company
DHG SERVICES, LLC,
a Delaware limited liability company
DISCOVERY HOUSE CC, LLC,
a Pennsylvania limited liability company
DISCOVERY HOUSE CU, LLC,
a Pennsylvania limited liability company
DISCOVERY HOUSE MA, INC.,
a Massachusetts corporation
DISCOVERY HOUSE MONROEVILLE, LLC,
a Pennsylvania limited liability company
DISCOVERY HOUSE OF CENTRAL MAINE, INC.,
a Maine corporation
DISCOVERY HOUSE TV, INC.,
a Utah corporation
DISCOVERY HOUSE UTAH, INC.,
a Utah corporation
DISCOVERY HOUSE WC INC.,
a Maine corporation

By: /s/ Brent Turner

Name: Brent Turner

Title: Vice President and Assistant Secretary

[SIGNATURE PAGES CONTINUE]

ACADIA HEALTHCARE COMPANY, INC.
THIRD REPRICING AMENDMENT

DISCOVERY HOUSE, LLC,
a Pennsylvania limited liability company
DISCOVERY HOUSE – BC, LLC,
a Pennsylvania limited liability company
DISCOVERY HOUSE – BR, INC.,
a Maine corporation
DISCOVERY HOUSE – GROUP, LLC,
a Delaware limited liability company
DISCOVERY HOUSE – HZ, LLC,
a Pennsylvania limited liability company
DISCOVERY HOUSE – LT, INC.,
a Utah corporation
DISCOVERY HOUSE – NC, LLC,
a Pennsylvania limited liability company
DISCOVERY HOUSE – UC, INC.,
a Utah corporation
DMC – MEMPHIS, LLC,
a Tennessee limited liability company
DUFFY’S NAPA VALLEY REHAB, LLC,
a Delaware limited liability company
EAST INDIANA TREATMENT CENTER, LLC,
an Indiana limited liability company
EVANSVILLE TREATMENT CENTER, LLC,
an Indiana limited liability company
FENX HEALTHCARE, LLC,
a Delaware limited liability company
FOUR CIRCLES RECOVERY CENTER, LLC,
a Delaware limited liability company
GALAX TREATMENT CENTER, LLC,
a Virginia limited liability company
GENERATIONS BH, LLC,
an Ohio limited liability company
GIFFORD STREET WELLNESS CENTER, LLC,
a Delaware limited liability company
GREENBRIER ACQUISITION, LLC,
a Delaware limited liability company
GREENBRIER HOLDINGS, L.L.C.,
a Louisiana limited liability company
GREENBRIER HOSPITAL, L.L.C.,
a Louisiana limited liability company
GREENBRIER REALTY, L.L.C.,
a Louisiana limited liability company
GREENLEAF CENTER, LLC,
a Delaware limited liability company

By: /s/ Brent Turner
Name: Brent Turner
Title: Vice President and Assistant Secretary

[SIGNATURE PAGES CONTINUE]

ACADIA HEALTHCARE COMPANY, INC.
THIRD REPRICING AMENDMENT

HABILITATION CENTER, LLC,
an Arkansas limited liability company
HABIT OPKO, LLC,
a Delaware limited liability company
HERMITAGE BEHAVIORAL, LLC,
a Delaware limited liability company
HCP POLARIS INVESTMENT, LLC,
a Delaware limited liability company
HENRYVILLE INN, LLC,
a Pennsylvania limited liability company
HMIH CEDAR CREST, LLC,
a Delaware limited liability company
HUNTINGTON TREATMENT CENTER, LLC,
a West Virginia limited liability company
INDIANAPOLIS TREATMENT CENTER, LLC,
an Indiana limited liability company
KIDS BEHAVIORAL HEALTH OF MONTANA, INC.,
a Montana corporation
LAKELAND HOSPITAL ACQUISITION, LLC,
a Georgia limited liability company
MCCALLUM GROUP, LLC,
a Missouri limited liability company
MCCALLUM PROPERTIES, LLC,
a Missouri limited liability company
MILLCREEK SCHOOL OF ARKANSAS, LLC,
an Arkansas limited liability company
MILLCREEK SCHOOLS, LLC,
a Mississippi limited liability company
MILWAUKEE HEALTH SERVICES SYSTEM, LLC
a California limited liability company
NORTHEAST BEHAVIORAL HEALTH, LLC,
a Delaware limited liability company
OHIO HOSPITAL FOR PSYCHIATRY, LLC,
an Ohio limited liability company
OPTIONS TREATMENT CENTER ACQUISITION CORPORATION,
an Indiana corporation
PARKERSBURG TREATMENT CENTER, LLC,
a West Virginia limited liability company
PARK ROYAL FEE OWNER, LLC,
a Delaware limited liability company
PHC MEADOWWOOD, LLC,
a Delaware limited liability company
PHC OF MICHIGAN, LLC,
a Massachusetts limited liability company

By: /s/ Brent Turner
Name: Brent Turner
Title: Vice President and Assistant Secretary

[SIGNATURE PAGES CONTINUE]

ACADIA HEALTHCARE COMPANY, INC.
THIRD REPRICING AMENDMENT

PHC OF NEVADA, INC.,
a Massachusetts corporation
PHC OF UTAH, INC.,
a Massachusetts corporation
PHC OF VIRGINIA, LLC,
a Massachusetts limited liability company
PINEY RIDGE TREATMENT CENTER, LLC,
a Delaware limited liability company
POCONO MOUNTAIN RECOVERY CENTER LAND LLC,
a Pennsylvania limited liability company
POCONO MOUNTAIN RECOVERY CENTER, LLC,
a Pennsylvania limited liability company
POLARIS HOSPITAL HOLDINGS, LLC,
a Nevada limited liability company
PSYCHIATRIC RESOURCE PARTNERS, LLC,
a Delaware limited liability company
QUALITY ADDICTION MANAGEMENT, INC.,
a Wisconsin corporation
R.I.S.A.T., LLC,
a Rhode Island limited liability company
REBOUND BEHAVIORAL HEALTH, LLC,
a South Carolina limited liability company
RED RIVER HOLDING COMPANY, LLC,
a Delaware limited liability company
RED RIVER HOSPITAL, LLC,
a Delaware limited liability company
REHABILITATION CENTERS, LLC,
a Mississippi limited liability company
RESOLUTE ACQUISITION CORPORATION,
an Indiana corporation
RICHMOND TREATMENT CENTER, LLC,
an Indiana limited liability company
RIVERVIEW BEHAVIORAL HEALTH, LLC,
a Texas limited liability company
RIVERWOODS BEHAVIORAL HEALTH, LLC,
a Delaware limited liability company
ROCK CREST DRIVE, LLC,
a Pennsylvania limited liability company
ROCK CREST LLC LIMITED LIABILITY COMPANY,
a Pennsylvania limited liability company
ROLLING HILLS HOSPITAL, LLC,
an Oklahoma limited liability company
SAHARA HEALTH SYSTEMS, L.L.C.,
a Louisiana limited liability company

By: /s/ Brent Turner
Name: Brent Turner
Title: Vice President and Assistant Secretary

[SIGNATURE PAGES CONTINUE]

ACADIA HEALTHCARE COMPANY, INC.
THIRD REPRICING AMENDMENT

RTC RESOURCE ACQUISITION CORPORATION,
an Indiana corporation
SAN DIEGO HEALTH ALLIANCE,
a California corporation
SAN DIEGO TREATMENT SERVICES, LLC
a California limited liability company
SERENITY KNOLLS,
a California corporation
SEVEN HILLS HOSPITAL, LLC,
a Delaware limited liability company
SHAKER CLINIC, LLC,
an Ohio limited liability company
SHELTERED LIVING INCORPORATED,
a Texas corporation
SIERRA TUCSON LLC,
a Delaware limited liability company
SKYWAY HOUSE, LLC,
a Delaware limited liability company
SOBER LIVING BY THE SEA, INC.,
a California corporation
SONORA BEHAVIORAL HEALTH HOSPITAL, LLC,
a Delaware limited liability company
SOUTHERN INDIANA TREATMENT CENTER, LLC,
an Indiana limited liability company
SOUTHWESTERN CHILDREN'S HEALTH SERVICES, INC.,
an Arizona corporation
SOUTHWOOD PSYCHIATRIC HOSPITAL, LLC,
a Pennsylvania limited liability company
STRUCTURE HOUSE, LLC,
a Delaware limited liability company
SUCCESS ACQUISITION, LLC,
an Indiana limited liability company
SUWS OF THE CAROLINAS, INC.,
a Delaware corporation
TEN LAKES CENTER, LLC,
an Ohio limited liability company
TEXARKANA BEHAVIORAL ASSOCIATES, L.C.,
a Texas limited liability company
THE CAMP RECOVERY CENTER, LLC,
a California limited liability company
TK BEHAVIORAL, LLC,
a Delaware limited liability company
TK BEHAVIORAL HOLDING COMPANY, LLC,
a Delaware limited liability company

By: /s/ Brent Turner
Name: Brent Turner
Title: Vice President and Assistant Secretary

[SIGNATURE PAGES CONTINUE]

ACADIA HEALTHCARE COMPANY, INC.
THIRD REPRICING AMENDMENT

TRANSCULTURAL HEALTH DEVELOPMENT, INC.,
a California corporation
TREATMENT ASSOCIATES, INC.,
a California corporation
TRUSTPOINT HOSPITAL, LLC,
a Tennessee limited liability company
VALLEY BEHAVIORAL HEALTH SYSTEM, LLC,
a Delaware limited liability company
VERMILION HOSPITAL, LLC,
a Delaware limited liability company
VILLAGE BEHAVIORAL HEALTH, LLC,
a Delaware limited liability company
VIRGINIA TREATMENT CENTER, LLC,
a Virginia limited liability company
VISTA BEHAVIORAL HOLDING COMPANY, LLC,
a Delaware limited liability company
VISTA BEHAVIORAL HOSPITAL, LLC,
a Delaware limited liability company
VITA NOVA, LLC,
a Rhode Island limited liability company
VOLUNTEER TREATMENT CENTER, LLC,
a Tennessee limited liability company
WCHS, INC.,
a California corporation
WEBSTER WELLNESS PROFESSIONALS, LLC,
a Missouri limited liability company
WELLPLACE, LLC,
a Massachusetts limited liability company
WHEELING TREATMENT CENTER, LLC,
a West Virginia limited liability company
WHITE DEER REALTY, LLC,
a Pennsylvania limited liability company
WHITE DEER RUN, LLC,
a Pennsylvania limited liability company
WICHITA TREATMENT CENTER INC.,
a Kansas corporation
WILLIAMSON TREATMENT CENTER, LLC
a West Virginia limited liability company
WILMINGTON TREATMENT CENTER, LLC,
a Virginia limited liability company
YOUTH AND FAMILY CENTERED SERVICES OF NEW MEXICO, INC.,
a New Mexico corporation
YOUTH CARE OF UTAH, INC.,
a Delaware corporation

By: /s/ Brent Turner

Name: Brent Turner

Title: Vice President and Assistant Secretary

[SIGNATURE PAGES CONTINUE]

ACADIA HEALTHCARE COMPANY, INC.
THIRD REPRICING AMENDMENT

BOWLING GREEN INN OF PENSACOLA, LLC,
a Virginia limited liability company
TEN BROECK TAMPA, LLC,
a Florida limited liability company
THE REFUGE, A HEALING PLACE, LLC,
a Florida limited liability company
THE REFUGE – THE NEST, LLC,
a Florida limited liability company

By: /s/ Brent Turner

Name: Brent Turner

Title: President

[SIGNATURE PAGES CONTINUE]

ACADIA HEALTHCARE COMPANY, INC.
THIRD REPRICING AMENDMENT

ADMINISTRATIVE AGENT:

BANK OF AMERICA, N.A., as Administrative Agent on behalf of itself and on behalf of each consenting Lender holding a portion of the Tranche B-1 Term Loan or Tranche B-2 Term Loan

By: /s/ Linda Lov

Name: Linda Lov

Title: Assistant Vice President

ACADIA HEALTHCARE COMPANY, INC.
THIRD REPRICING AMENDMENT

Exhibit A
[Form of Lender Consent]

IN WITNESS WHEREOF, the undersigned acknowledges receipt of the Third Repricing Amendment (the "Amendment") to that certain Amended and Restated Credit Agreement dated as of December 31, 2012 (as amended, modified, supplemented, increased and extended from time to time) by and among the Acadia Healthcare Company, Inc., a Delaware corporation, the guarantors identified therein, the lenders identified therein and Bank of America, N.A., in its capacity as administrative Agent.

Tranche B-1 Term Loan

Tranche B-1 Consent. The undersigned hereby irrevocably and unconditionally consents to the Amendment and consents to the reallocation of its portion of the Tranche B-1 Term Loan in an amount as may be notified by Bank of America, N.A. to such Lender in an amount not to exceed such Lender's portion of the Tranche B-1 Term Loan held by such Lender immediately prior to the effectiveness of the Amendment.

Consent and Reallocation of Tranche B-1 Term Loan. The undersigned hereby irrevocably and unconditionally consents to the Amendment but requests its outstanding portion of the Tranche B-1 Term Loan be assumed by Bank of America, N.A. on the Third Repricing Amendment Effective Date and subsequently reallocated to the undersigned by assignment to one or more entities separately identified to Bank of America, N.A. by the undersigned in an amount as may be notified by Bank of America, N.A. to such Lender in an amount not to exceed such Lender's portion of the Tranche B-1 Term Loan held by such Lender immediately prior to the effectiveness of the Amendment.

Tranche B-2 Term Loan

Tranche B-2 Consent. The undersigned hereby irrevocably and unconditionally consents to the Amendment and consents to the reallocation of its portion of the Tranche B-2 Term Loan in an amount as may be notified by Bank of America, N.A. to such Lender in an amount not to exceed such Lender's portion of the Tranche B-2 Term Loan held by such Lender immediately prior to the effectiveness of the Amendment.

Consent and Reallocation of Tranche B-2 Term Loan. The undersigned hereby irrevocably and unconditionally consents to the Amendment but requests its outstanding portion of the Tranche B-2 Term Loan be assumed by Bank of America, N.A. on the Third Repricing Amendment Effective Date and subsequently reallocated to the undersigned by assignment to one or more entities separately identified to Bank of America, N.A. by the undersigned in an amount as may be notified by Bank of America, N.A. to such Lender in an amount not to exceed such Lender's portion of the Tranche B-2 Term Loan held by such Lender immediately prior to the effectiveness of the Amendment.

Sincerely,
[LENDER NAME]

By: _____
Name:
Title:

[If a second signature is necessary

By: _____
Name:
Title:]

**Contact:**

Gretchen Hommrich
Director, Investor Relations
(615) 861-6000

**ACADIA HEALTHCARE ANNOUNCES ADDITIONAL EXPECTED INTEREST
EXPENSE SAVINGS WITH LATEST DEBT REPRICING**

FRANKLIN, Tenn. May 10, 2017 – Acadia Healthcare Company, Inc. (NASDAQ: ACHC) today announced that, effective May 10, 2017, it has amended its Amended and Restated Credit Facility (the Credit Facility”) to lower the interest rate on its Tranche B Term Loans. For both Acadia’s Tranche B-1 Term Loan, which had approximately \$489 million outstanding as of March 31, 2017, and Tranche B-2 Term Loan, which had approximately \$943 million outstanding as of March 31, 2017, the amendment lowers applicable interest rates by 25 basis points from 3.00% to 2.75%.

“The interest expense savings we expect from this amendment total approximately \$3.6 million annually,” said Brent Turner, President of Acadia. “Combined with the other Credit Facility pricing amendments we have completed over the last 12 months, our aggregate interest expense savings total approximately \$15 million annually. We greatly appreciate the confidence in Acadia that our lending group has demonstrated throughout this period as we have worked closely together to achieve these pricing reductions.”

About Acadia

Acadia is a provider of behavioral healthcare services. At March 31, 2017, Acadia operated a network of 575 behavioral healthcare facilities with approximately 17,200 beds in 39 states, the United Kingdom and Puerto Rico. Acadia provides behavioral health and addiction services to its patients in a variety of settings, including inpatient psychiatric hospitals, residential treatment centers, outpatient clinics and therapeutic school-based programs.

-END-