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

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**FORM 8-K**

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

Date of report (Date of earliest event reported): September 21, 2016

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**Acadia Healthcare Company, Inc.**  
(Exact Name of Registrant as Specified in Its Charter)

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**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)

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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))
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**Item 1.01. Entry into a Material Definitive Agreement.**

On September 21, 2016, Acadia Healthcare Company, Inc., a Delaware corporation (the “Company”), entered into a Tranche B-2 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 the Tranche B-2 Term Loan, which had \$950.2 million outstanding as of July 31, 2016, to 3.00% from 3.75% in the case of Eurodollar Rate Loans and to 2.00% from 2.75% 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.**

The Company continues to explore additional amendments to and repricings of its Amended and Restated Credit Agreement to benefit from terms currently available in the senior secured debt markets. There can be no assurance that the Company will be able to complete additional amendments or repricings on terms satisfactory to the Company.

The information contained in this Item 7.01 is being furnished and shall not be deemed “filed” for any purpose, and shall not be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, regardless of any general incorporation language in any such filing.

**Cautionary Statement Regarding Forward-Looking Statements**

This Current Report on Form 8-K 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 events, occurrences or results. In some cases, forward-looking statements can be identified 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 used in connection with any discussion of the proposed refinancing identify forward-looking statements. Such forward-looking statements are not guarantees of future performance and are subject to risks, uncertainties and assumptions that are difficult to predict. Therefore, actual results could differ materially and adversely from these forward-looking statements.

The Company has based these forward-looking statements on its current expectations, assumptions, estimates and projections. Although the Company believes that such expectations, assumptions, estimates and projections are reasonable, forward-looking statements are only predictions and involve known and unknown risks, uncertainties and other factors, many of which are outside of the Company’s control and could cause the Company’s actual results, performance or achievements to differ materially and adversely from any results, performance or achievements expressed or implied by such forward-looking statements.

Given these risks and uncertainties, undue reliance should not be placed on these forward-looking statements. These forward-looking statements are made only as of the date of this Current Report on Form 8-K. The Company does not undertake, and expressly disclaims, any obligation to update or alter any forward-looking statements, whether as a result of new information, future events or otherwise.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits.

<u>Exhibit Number</u>	<u>Description</u>
10	Tranche B-2 Repricing Amendment, dated September 21, 2016, 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.

**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: September 21, 2016

By: /s/ Christopher L. Howard

Christopher L. Howard

Executive Vice President, Secretary and General Counsel

## EXHIBIT INDEX

**Exhibit  
Number**

**Description**

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10 Tranche B-2 Repricing Amendment, dated September 21, 2016, 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.

## TRANCHE B-2 REPRICING AMENDMENT

THIS TRANCHE B-2 REPRICING AMENDMENT (this "Amendment") dated as of September 21, 2016 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-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-2 Term Loan and the Lenders holding the Tranche B-2 Term Loan have 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:

"Tranche B-2 Repricing Amendment Effective Date" means the effective date of the Tranche B-2 Repricing Amendment to this Agreement among the Loan Parties, the Lenders holding the Tranche B-2 Term Loan and the Administrative Agent.

2.2. Clause (c) of the definition of Applicable Rate is amended and restated in its entirety to read as follows:

(c) with respect to the Tranche B-2 Term Loan, 3.00% in the case of Eurodollar Rate Loans and 2.00% in the case of Base Rate Loans;

2.3. Clause (d) of Section 2.09 is amended and restated in its entirety to read as follows:

(d) Tranche B-2 Repricing Transaction. At the time of the effectiveness of any Tranche B-2 Repricing Transaction that is consummated after the Tranche B-2 Repricing Amendment Effective Date and on or prior to the date that is six (6) months following the Tranche B-2 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 and (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-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-2 Term Loan as of the Tranche B-2 Repricing Amendment Effective Date for the benefit of 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 Tranche B-2 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 BEHAVIORAL HEALTH, LLC,  
a Delaware limited liability company  
ABILENE HOLDING COMPANY, LLC,  
a Delaware limited liability company  
ACADIA MANAGEMENT COMPANY, LLC,  
a Delaware limited liability company  
ACADIA MERGER SUB, 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  
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

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

[SIGNATURE PAGES CONTINUE]

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  
BEHAVIORAL CENTERS OF AMERICA, LLC,  
a Delaware 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  
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

By: /s/ Brent Turner

Name: Brent Turner

Title: Vice President and Assistant Secretary

[SIGNATURE PAGES CONTINUE]

CRC GROUP, LLC,  
a Delaware limited liability company  
CRC HEALTH, LLC,  
a Delaware limited liability company  
CRC HEALTH OREGON, INC.,  
an Oregon corporation  
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, INC.,  
a Massachusetts corporation  
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  
DISCOVERY HOUSE, LLC,  
a Pennsylvania limited liability company  
DISCOVERY HOUSE-BC, LLC,  
a Pennsylvania limited liability company

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

[SIGNATURE PAGES CONTINUE]

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  
HABILITATION CENTER, LLC,  
an Arkansas limited liability company  
HABIT OPCO, INC.,  
a Delaware corporation

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

[SIGNATURE PAGES CONTINUE]

HERMITAGE BEHAVIORAL, LLC,  
a Delaware limited liability company  
HCP POLARIS INVESTMENT CORPORATION,  
a Delaware corporation  
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  
MEADOWBROOK MANOR, LLC,  
a Pennsylvania 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, INC.,  
a Massachusetts corporation

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

[SIGNATURE PAGES CONTINUE]

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  
POLARIS HOSPITAL MANAGEMENT INC.,  
a Tennessee corporation  
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

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

[SIGNATURE PAGES CONTINUE]

RTC RESOURCE ACQUISITION CORPORATION,  
an Indiana corporation  
SAHARA HEALTH SYSTEMS, L.L.C.,  
a Louisiana limited liability company  
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, INC., a Delaware corporation  
SHAKER CLINIC, LLC,  
an Ohio limited liability company  
SHELTERED LIVING INCORPORATED,  
a Texas corporation  
SIERRA TUCSON INC.,  
a Delaware corporation  
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]

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, INC.,  
a Massachusetts corporation  
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]



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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]

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-2 Term Loan

By: /s/ Linda Lov

Name: Linda Lov

Title: Assistant Vice President

Exhibit A  
[Form of Lender Consent]

IN WITNESS WHEREOF, the undersigned acknowledges receipt of the Tranche B-2 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.

**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.** 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 Tranche B-2 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:]