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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): March 29, 2018**

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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))

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.

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

On March 29, 2018, Acadia Healthcare Company, Inc., a Delaware corporation (the “Company”), entered into a Third Refinancing Facilities 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 replaces the existing Revolving Facility and Tranche A Term Loan with a new Revolving Facility and Tranche A Term Loan, respectively. The Company’s line of credit on its Revolving Facility remains at \$500.0 million and the Amendment reduces the size of the Tranche A Term Loan from \$400.0 million to \$380.0 million to reflect the current outstanding principal.

The Amendment reduces the Applicable Rate for the Revolving Facility and the Tranche A Term Loan by amending the definition of “Applicable Rate” in the Amended and Restated Credit Agreement and replacing the table therein with:

<u>Pricing Tier</u>	<u>Consolidated Leverage Ratio</u>	<u>Eurodollar Rate Loans</u>	<u>Base Rate Loans</u>	<u>Commitment Fee</u>
1	< 3.50:1.0	1.50%	0.50%	0.20%
2	> 3.50:1.0 but < 4.00:1.0	1.75%	0.75%	0.25%
3	> 4.00:1.0 but < 4.50:1.0	2.00%	1.00%	0.30%
4	> 4.50:1.0 but < 5.25:1.0	2.25%	1.25%	0.35%
5	> 5.25:1.0	2.50%	1.50%	0.40%

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 9.01. Financial Statements and Exhibits.**

(d) Exhibits.

Exhibit Number

Description

10

[Third Refinancing Facilities Amendment, dated March 29, 2018, 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, 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: April 2, 2018

By: /s/ Christopher L. Howard

Christopher L. Howard

Executive Vice President, Secretary and General Counsel

THIRD REFINANCING FACILITIES AMENDMENT

Dated as of March 29, 2018

to the

AMENDED AND RESTATED CREDIT AGREEMENT

Dated as of December 31, 2012

among

ACADIA HEALTHCARE COMPANY, INC.,  
as the Borrower,

ITS SUBSIDIARIES IDENTIFIED HEREIN,  
as the Guarantors,

BANK OF AMERICA, N.A.,  
as Administrative Agent, Swing Line Lender and L/C Issuer,

DEUTSCHE BANK SECURITIES INC.,  
MUFG UNION BANK, N.A.  
REGIONS BANK,  
WELLS FARGO BANK, NATIONAL ASSOCIATION, and  
JPMORGAN CHASE BANK, NATIONAL ASSOCIATION  
as Co-Documentation Agents,

CAPITAL ONE, N.A.  
FIFTH THIRD BANK,  
BMO CAPITAL MARKETS CORP.,  
CRÉDIT AGRICOLE CORPORATE AND INVESTMENT BANK and  
CITIBANK, N.A.  
as Co-Syndication Agents

and

THE OTHER LENDERS PARTY HERETO

Arranged By:

MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED,  
CAPITAL ONE, N.A.,  
FIFTH THIRD BANK,  
BMO CAPITAL MARKETS CORP.,  
CRÉDIT AGRICOLE CORPORATE AND INVESTMENT BANK and  
CITIBANK, N.A.  
as Joint Lead Arrangers and Joint Bookrunners

THIRD REFINANCING FACILITIES AMENDMENT

THIS THIRD REFINANCING FACILITIES AMENDMENT (this "Amendment") dated as of March 29, 2018 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 Refinancing Lenders (defined below) 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 notified the Administrative Agent that pursuant to Section 2.17 of the Credit Agreement certain Lenders identified on the signature pages hereto (collectively, the "Refinancing Lenders") have agreed to refinance in full the existing Revolving Facility and the outstanding Refinancing Tranche A Term Loan with a Revolving Facility in the amount of \$500,000,000 (the "Refinancing Revolving Facility") and a term loan in the amount of \$380,000,000 (the "Refinancing Tranche A Term Facility"; and together with the Refinancing Revolving Facility, the "Refinancing Facilities").

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. Establishment of Refinancing Facilities.

2.1. This Amendment is a Refinancing Facility Amendment.

2.2. Subject to the terms and conditions provided herein, the Refinancing Revolving Facility and the Refinancing Tranche A Term Facility are established pursuant to Section 2.17 of the Credit Agreement.

2.3. Subject to the terms and conditions set forth herein and the Credit Agreement (as amended by this Amendment), each Refinancing Lender severally agrees to make Revolving Loans to the Borrower in Dollars from time to time on any Business Day during the Availability Period in an aggregate amount not to exceed at any time outstanding the amount of such Lender's Revolving Commitment; provided, however, that after giving effect to any Borrowing of Revolving Loans, (i) the Total Revolving Outstandings shall not exceed the Aggregate Revolving Commitments and (ii) the aggregate Outstanding Amount of the Revolving Loans of any Lender, plus such Lender's Applicable Percentage of the Outstanding Amount of all L/C Obligations, plus such Lender's Applicable Percentage of the Outstanding Amount of all Swing Line Loans shall not exceed such Lender's Revolving Commitment. All Letters of Credit that are outstanding under the Credit Agreement immediately prior to this Amendment shall be deemed to have been issued under the Refinancing Revolving Facility from and after the date hereof and shall be subject to and governed by the terms and conditions of the Credit Agreement as amended by this Amendment.

2.4. Subject to the terms and conditions set forth herein and the Credit Agreement (as amended by this Amendment), each Refinancing Lender severally agrees to make its portion of a term loan (the "Refinancing Tranche A Term Loan") to the Borrower in Dollars in a single advance on the date hereof in an amount not to exceed such Lender's commitment to the Refinancing Tranche A Term Loan set forth on Schedule A hereto. Amounts repaid on the Refinancing Tranche A Term Loan may not be reborrowed. The Refinancing Tranche A Term Loan may consist of Base Rate Loans or Eurodollar Rate Loans, or a combination thereof, as further provided in the Credit Agreement.

2.5. The Borrower shall prepay the existing Refinancing Tranche A Term Loan and all existing Revolving Loans outstanding immediately prior to the effectiveness of this Amendment.

2.6. Concurrent with the effectiveness of this Amendment the Revolving Commitments of each Lender existing immediately prior to the effectiveness of this Amendment are automatically and permanently terminated.

2.7 Concurrent with the effectiveness of this Amendment, (a) each reference to "Aggregate Revolving Commitments", "Revolving Facility", "Revolving Loan" and "Revolving Commitment" shall be deemed to be references to the Refinancing Revolving Facility established pursuant to this Amendment and (b) each reference to "Refinancing Tranche A Term Loan" shall be deemed to be a reference to the Refinancing Tranche A Term Facility established pursuant to this Amendment.

3. Amendments to the Credit Agreement. The Credit Agreement is amended as follows:

3.1 The following definition is added to Section 1.01 of the Credit Agreement in the appropriate alphabetical order:

"Benefit Plan" means any of (a) an "employee benefit plan" (as defined in ERISA) that is subject to Title I of ERISA, (b) a "plan" as defined in Section 4975 of the Code or (c) any Person whose assets include (for purposes of ERISA Section 3(42) or otherwise for purposes of Title I of ERISA or Section 4975 of the Code) the assets of any such "employee benefit plan" or "plan".

"Third Refinancing Facilities Amendment Effective Date" means March 29, 2018.

"PTE" means a prohibited transaction class exemption issued by the U.S. Department of Labor, as any such exemption may be amended from time to time.

3.2 The definition of "Aggregate Revolving Commitments" is amended by replacing "Refinancing Facilities Amendment Effective Date" with "Third Refinancing Facilities Amendment Effective Date".

3.3 The definition of "Applicable Rate" is amended by (a) replacing each instance of "Refinancing Facilities Amendment Effective Date" with "Third Refinancing Facilities Amendment Effective Date" and (b) replacing the table set forth therein with:

<b>Pricing Tier</b>	<b>Consolidated Leverage Ratio</b>	<b>Eurodollar Rate Loans</b>	<b>Base Rate Loans</b>	<b>Commitment Fee</b>
1	< 3.50:1.0	1.50%	0.50%	0.20%
2	> 3.50:1.0 but < 4.00:1.0	1.75%	0.75%	0.25%
3	> 4.00:1.0 but < 4.50:1.0	2.00%	1.00%	0.30%
4	> 4.50:1.0 but < 5.25:1.0	2.25%	1.25%	0.35%
5	> 5.25:1.0	2.50%	1.50%	0.40%

3.4 The definition of “Refinancing Tranche A Term Loan” is amended by replacing “Refinancing Facilities Amendment Effective Date” with “Third Refinancing Facilities Amendment Effective Date”.

3.5 Section 2.07(c) is amended by replacing the table set forth therein in its entirety to read as follows:

<b>Payment Dates</b>	<b>Principal Amortization Payment</b>
June 30, 2018	\$4,750,000
September 30, 2018	\$4,750,000
December 31, 2018	\$4,750,000
March 31, 2019	\$4,750,000
June 30, 2019	\$4,750,000
September 30, 2019	\$4,750,000
December 31, 2019	\$4,750,000
March 31, 2020	\$7,125,000
June 30, 2020	\$7,125,000
September 30, 2020	\$7,125,000
December 31, 2020	\$7,125,000
March 31, 2021	\$9,500,000
June 30, 2021	\$9,500,000
September 30, 2021	\$9,500,000
Maturity Date	Outstanding Principal Balance of the Refinancing Tranche A Term Loan

For the purposes of clarity, no principal payment shall be required to be made for the fiscal quarter ending March 31, 2018.

3.6 Section 6.12 of the Credit Agreement is amended by adding a new clause (d) to the end of such section to read as follows:

(d) The Borrower represents and warrants as of the Closing Date that the Borrower is not and will not be using “plan assets” (within the meaning of 29 CFR § 2510.3-101, as modified by Section 3(42) of ERISA) of one or more Benefit Plans in connection with the Loans, the Letters of Credit or the Commitments.

3.7 Section 7.02(h) of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

(h) concurrently with the delivery of the financial statements referred to in Sections 7.01(a) and (b) (other than with respect to the fourth Fiscal Quarter with respect to the financial statements delivered pursuant to Section 7.01(b)), the Borrower shall deliver management's discussion and analysis of such financial statements describing results of operations of the Borrower and its Subsidiaries in the form customarily prepared by management of the Borrower.

3.8 A new Section 10.12 is added to the end of Article X of the Credit Agreement to read as follows:

10.12 ERISA Matters.

(a) Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and each other Arranger and their respective Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Loan Party, that at least one of the following is and will be true:

(i) such Lender is not using "plan assets" (within the meaning of 29 CFR § 2510.3-101, as modified by Section 3(42) of ERISA) of one or more Benefit Plans in connection with the Loans, the Letters of Credit or the Commitments,

(ii) the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement,

(iii) (A) such Lender is an investment fund managed by a "Qualified Professional Asset Manager" (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Loans, the Letters of Credit, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement, or



(iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Lender.

(b) In addition, unless subclause (i) in the immediately preceding clause (a) is true with respect to a Lender or such Lender has not provided another representation, warranty and covenant as provided in subclause (iv) in the immediately preceding clause (a), such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and each other Arranger and their respective Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Loan Party, that:

(i) none of the Administrative Agent or any other Arranger or any of their respective Affiliates is a fiduciary with respect to the assets of such Lender (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any Loan Document or any documents related to hereto or thereto),

(ii) the Person making the investment decision on behalf of such Lender with respect to the entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement is independent (within the meaning of 29 CFR § 2510.3-21) and is a bank, an insurance carrier, an investment adviser, a broker-dealer or other person that holds, or has under management or control, total assets of at least \$50 million, in each case as described in 29 CFR § 2510.3-21(c)(1)(i)(A)-(E),

(iii) the Person making the investment decision on behalf of such Lender with respect to the entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement is capable of evaluating investment risks independently, both in general and with regard to particular transactions and investment strategies (including in respect of the Obligations),

(iv) the Person making the investment decision on behalf of such Lender with respect to the entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement is a fiduciary under ERISA or the Internal Revenue Code, or both, with respect to the Loans, the Letters of Credit, the Commitments and this Agreement and is responsible for exercising independent judgment in evaluating the transactions hereunder, and

(v) no fee or other compensation is being paid directly to the Administrative Agent or any other Arranger or any their respective Affiliates for investment advice (as opposed to other services) in connection with the Loans, the Letters of Credit, the Commitments or this Agreement.

(c) The Administrative Agent and each other Arranger hereby informs the Lenders that each such Person is not undertaking to provide impartial investment advice, or to give advice in a fiduciary capacity, in connection with the transactions contemplated hereby, and that such Person has a financial interest in the transactions contemplated hereby in that such Person or an Affiliate thereof (i) may receive interest or other payments with respect to the Loans, the Letters of Credit, the Commitments and this Agreement, (ii) may recognize a gain if it extended the Loans, the Letters of Credit or the Commitments for an amount less than the amount being paid for an interest in the Loans, the Letters of Credit or the Commitments by such Lender or (iii) may receive fees or other payments in connection with the transactions contemplated hereby, the Loan Documents or otherwise, including structuring fees, commitment fees, arrangement fees, facility fees, upfront fees, underwriting fees, ticking fees, agency fees, administrative agent or collateral agent fees, utilization fees, minimum usage fees, letter of credit fees, fronting fees, deal-away or alternate transaction fees, amendment fees, processing fees, term out premiums, banker's acceptance fees, breakage or other early termination fees or fees similar to the foregoing.

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

4.1. Amendment. Receipt by the Administrative Agent of executed counterparts of this Amendment properly executed by a Responsible Officer of each Loan Party, each Refinancing Lender and the Administrative Agent.

4.2. Opinions of Counsel. Receipt by the Administrative Agent of opinions of legal counsel to the Loan Parties addressed to the Administrative Agent and each Lender, dated as of the date of this Amendment.

4.3. Resolutions; Good Standings. Receipt by the Administrative Agent of the following:

(a) such certificates of resolutions or other action, incumbency certificates and/or other certificates of Responsible Officers of each Loan Party as the Administrative Agent may reasonably require evidencing the identity, authority and capacity of each Responsible Officer thereof authorized to act as a Responsible Officer in connection with this Amendment; and

(b) such documents and certifications as the Administrative Agent may reasonably require to evidence that each Loan Party is duly organized or formed, and is validly existing, in good standing and qualified to engage in business in its state of organization or formation.

4.4. Closing Certificate. Receipt by the Administrative Agent of a certificate signed by a Responsible Officer of the Borrower as of the date of this Amendment certifying that as of such date and after giving effect to the transactions contemplated by 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.

4.5. Accrued Interest and Fees. Receipt by the Administrative Agent from the Borrower of all accrued interest and fees owing on the outstanding Revolving Loans and Refinancing Tranche A Term Loan as of Effective Date for the benefit of the Lenders immediately before giving effect to this Amendment.

4.6. 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.

4.7. 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 and of special or local counsel to the Administrative Agent to the extent such special or local counsel is reasonably necessary (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 4, each Lender that has signed this Amendment 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. ERISA Lender Representation. Each Refinancing Lender (x) represents and warrants, as of the Effective Date, to, and (y) covenants, from the Effective Date to the date such Person ceases being a Refinancing Lender to the Credit Agreement, for the benefit of, the Administrative Agent and each other Arranger and their respective Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Loan Party, that at least one of the provisions in Section 10.12(a) to the Credit Agreement (after giving effect to this Amendment) is true and correct.

10. FATCA. For purposes of determining withholding Taxes imposed under FATCA, from and after the effective date of this Amendment, the Borrower and the Administrative Agent shall treat (and the Lenders hereby authorize the Administrative Agent to treat) the Loans as not qualifying as a “grandfathered obligation” within the meaning of Treasury Regulation Section 1.1471-2(b)(2)(i).

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

12. 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.

13. 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 Refinancing Facilities 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]

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]

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]

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]



HABILITATION CENTER, LLC,  
an Arkansas limited liability company  
HABIT OPCO, 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]

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]

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]

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]

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

By: /s/ Linda Lov

Name: Linda Lov

Title: Assistant Vice President

REFINANCING LENDERS:

BANK OF AMERICA, N.A., as a Lender, L/C Issuer and Swing  
Line Lender

By: /s/ H. Hope Walker  
Name: H. Hope Walker  
Title: Senior Vice President

HEALTHCARE FINANCIAL SOLUTIONS, LLC

By: /s/ Alaina Powers  
Name: Alaina Powers  
Title: Duly Authorized Signatory

FIFTH THIRD BANK

By: /s/ Thomas Avery  
Name: Thomas Avery  
Title: Director

BANK OF MONTREAL

By: /s/ Eric Oppenheimer  
Name: Eric Oppenheimer  
Title: Managing Director

CITIBANK, N.A.

By: /s/ Alvaro De Velasco  
Name: Alvaro De Velasco  
Title: Vice President

CRÉDIT AGRICOLE CORPORATE AND INVESTMENT BANK

By: /s/ Jill Wong  
Name: Jill Wong  
Title: Director

By: /s/ Gary Herzog  
Name: Gary Herzog  
Title: Managing Director

[SIGNATURE PAGES CONTINUE]

DEUTSCHE BANK AG NEW YORK BRANCH

By: /s/ Marguerite Sutton  
Name: Marguerite Sutton  
Title: Vice President

By: /s/ Alicia Schug  
Name: Alicia Schug  
Title: Vice President

MUFG UNION BANK, N.A.

By: /s/ Kevin Wood  
Name: Kevin Wood  
Title: Director

REGIONS BANK

By: /s/ J. Michael Mauldin  
Name: J. Michael Mauldin  
Title: SVP and Managing Director

WELLS FARGO BANK, N.A.

By: /s/ Darin Mullis  
Name: Darin Mullis  
Title: Managing Director

JEFFERIES FINANCE LLC

By: /s/ Jason Kennedy  
Name: Jason Kennedy  
Title: Managing Director

RAYMOND JAMES BANK, N.A.

By: /s/ Alexander L. Rody  
Name: Alexander L. Rody  
Title: Senior Vice President

FIRST TENNESSEE BANK NATIONAL ASSOCIATION

By: /s/ Cathy Wind  
Name: Cathy Wind  
Title: SVP

[SIGNATURE PAGES CONTINUE]



JPMORGAN CHASE BANK, NATIONAL ASSOCIATION

By: /s/ Dawn Lee Lum  
Name: Dawn Lee Lum  
Title: Executive Director

CADENCE BANK, N.A.

By: /s/ John R. Burch III  
Name: John R. Burch III  
Title: AVP

UBS AG, STAMFORD BRANCH

By: /s/ Darlene Arias  
Name: Darlene Arias  
Title: Director

By: /s/ Craig Pearson  
Name: Craig Pearson  
Title: Associate Director

PINNACLE BANK

By: /s/ Allison Jones  
Name: Allison Jones  
Title: Senior Vice President

FRANKLIN SYNERGY BANK

By: /s/ Timothy B. Fouts  
Name: Timothy B. Fouts  
Title: Executive Vice President

CAPITAL BANK CORPORATION

First Tennessee Bank National Association, successor by  
Merger to Capital Bank Corporation

By: /s/ Cathy Wind  
Name: Cathy Wind  
Title: SVP

SUNTRUST BANK

By: /s/ Jared Cohen  
Name: Jared Cohen  
Title: Vice President

[SIGNATURE PAGES CONTINUE]

CAPSTAR BANK

By: /s/ David A. Bertani  
Name: David A. Bertani  
Title: SVP, Healthcare Group

WHITNEY BANK

By: /s/ Kirk A. Porter  
Name: Kirk A. Porter  
Title: SVP

SCHEDULE A

<u>Lender</u>	<u>Revolving Commitment</u>	<u>Revolving Commitment Applicable Percentage</u>	<u>Refinancing Tranche A Term Loan Commitment</u>	<u>Refinancing Tranche A Term Loan Applicable Percentage</u>
Bank of America, N.A.	\$53,937,947.47	10.787589494%	\$57,058,949.89	15.015513129%
Healthcare Financial Solutions, LLC	\$48,544,152.74	9.708830548%	\$39,383,054.90	10.363961816%
Fifth Third Bank	\$40,992,840.10	8.198568020%	\$33,256,801.90	8.751789974%
Bank of Montreal	\$32,362,768.50	6.472553700%	\$26,255,369.94	6.909307879%
Crédit Agricole Corporate and Investment Bank	\$32,362,768.50	6.472553700%	\$26,255,369.94	6.909307879%
Citibank, N.A.	\$32,362,768.50	6.472553700%	\$26,255,369.94	6.909307879%
Deutsche Bank AG New York Branch	\$26,968,973.75	5.393794750%	\$21,879,474.93	5.757756561%
MUFG Union Bank, N.A.	\$26,968,973.75	5.393794750%	\$21,879,474.93	5.757756561%
Regions Bank	\$26,968,973.75	5.393794750%	\$21,879,474.93	5.757756561%
Wells Fargo Bank, N.A.	\$26,968,973.75	5.393794750%	\$21,879,474.93	5.757756561%
JPMorgan Chase Bank, National Association	\$26,968,973.75	5.393794750%	—	—
Jefferies Finance LLC	\$10,000,000.00	2.000000000%	—	—
Raymond James Bank, N.A.	\$21,575,179.00	4.315035800%	\$17,503,579.96	4.606205253%
Cadence Bank, N.A.	\$13,484,486.87	2.696897374%	\$10,939,737.49	2.878878287%

<u>Lender</u>	<u>Revolving Commitment</u>	<u>Revolving Commitment Applicable Percentage</u>	<u>Refinancing Tranche A Term Loan Commitment</u>	<u>Refinancing Tranche A Term Loan Applicable Percentage</u>
UBS AG, Stamford Branch	\$ 20,000,000.00	4.000000000%	—	—
SunTrust Bank	\$ 11,284,000.12	2.256800024%	\$ 13,715,999.88	3.609473653%
Pinnacle Bank	\$ 10,787,589.50	2.157517900%	\$ 8,751,789.98	2.303102626%
First Tennessee Bank National Association	\$ 10,787,589.50	2.157517900%	\$ 8,751,789.98	2.303102626%
Franklin Synergy Bank	\$ 9,169,451.07	1.833890214%	\$ 7,439,021.49	1.957637234%
Whitney Bank	\$ 6,715,999.88	1.343199976%	\$ 8,163,475.05	2.148282908%
Capital Bank Corporation	\$ 5,393,794.75	1.078758950%	\$ 4,375,894.97	1.151551308%
Capstar Bank	\$ 5,393,794.75	1.078758950%	\$ 4,375,894.97	1.151551308%
<b>Total:</b>	<u>500,000,000.00</u>	<u>100.000000000%</u>	<u>\$380,000,000.00</u>	<u>100.000000000%</u>