Table of Contents

As filed with the Securities and Exchange Commission on July 2, 2015

Registration No. 333-

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

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

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

Delaware	**8093**	**45-2492228**
(State or other jurisdiction of incorporation or organization)	**(Primary Standard Industrial Classification Code Number)**	**(I.R.S. Employer Identification Number)**

6100 Tower Circle, Suite 1000
Franklin, Tennessee 37067
(615) 861-6000
(Address, Including Zip Code, and Telephone Number, Including Area Code, of Registrant's Principal Executive Offices)

Christopher L. Howard
Executive Vice President, General Counsel and Secretary
Acadia Healthcare Company, Inc.
6100 Tower Circle, Suite 1000
Franklin, Tennessee 37067
(615) 861-6000
(Name, Address, Including Zip Code, and Telephone Number, Including Area Code, of Agent for Service)

Copy to:

James H. Nixon III
Waller Lansden Dortch & Davis, LLP
511 Union Street, Suite 2700
Nashville City Center
Nashville, Tennessee 37219
(615) 244-6380

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

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

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

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

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

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

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

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

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

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

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to Be Registered	Amount to be Registered	Proposed Maximum Offering Price per Note	Proposed Maximum Aggregate Offering Price(1)	Amount of Registration Fee
5.625% Senior Notes due 2023	$375,000,000	100%	$375,000,000	$43,575.00
Guarantees related to the 5.625% Senior Notes due 2023 (2)	N/A	N/A	N/A	N/A

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

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

Table of Contents

TABLE OF ADDITIONAL REGISTRANTS

Name of Additional Registrants*	State or Other Jurisdiction of Incorporation or Formation	Primary Standard Industrial Classification Code Number	I.R.S. Employer Identification No.
Abilene Behavioral Health, LLC	Delaware	8093	20-8041863
Abilene Holding Company, LLC	Delaware	8093	90-1036622
Acadia Management Company, LLC	Delaware	8093	20-3879717
Acadia Merger Sub, LLC	Delaware	8093	45-2352463
Acadiana Addiction Center, LLC	Delaware	8093	26-4178782
Advanced Treatment Systems, Inc.	Virginia	8093	54-1876602
Ascent Acquisition - CYPDC, LLC	Arkansas	8093	20-5189115
Ascent Acquisition - PSC, LLC	Arkansas	8093	20-5099744
Ascent Acquisition, LLC	Arkansas	8093	20-5099728
Aspen Education Group, Inc.	California	8093	95-4678230
Aspen Youth, Inc.	California	8093	95-4773191
ATS of Cecil County, Inc.	Virginia	8093	06-1561033
ATS of Delaware, Inc.	Virginia	8093	31-1686117
ATS of North Carolina, Inc.	Virginia	8093	31-1589568
Austin Behavioral Hospital, LLC	Delaware	8093	90-1028656
Austin Eating Disorders Partners, LLC	Missouri	8093	26-2741993
Baton Rouge Treatment Center, Inc.	Louisiana	8093	72-1298904
Bayside Marin, Inc.	Delaware	8093	26-0494652
BCA of Detroit, LLC	Delaware	8093	26-3333652
Beckley Treatment Center, LLC	West Virginia	8093	31-1815119
Behavioral Centers of America, LLC	Delaware	8093	20-2789011
BGI of Brandywine, Inc.	Virginia	8093	54-1405096
Bowling Green Inn of Pensacola, Inc.	Virginia	8093	58-1795523
Bowling Green Inn of South Dakota, Inc.	Virginia	8093	54-1477879
California Treatment Services	California	8093	33-0329068
CAPS of Virginia, Inc.	Virginia	8093	54-1805415
Cartersville Center, Inc.	Georgia	8093	57-1074380
Cascade Behavioral Holding Company, LLC	Delaware	8093	32-0456044
Cascade Behavioral Hospital, LLC	Delaware	8093	90-0813876
Centerpointe Community Based Services, LLC	Indiana	8093	30-0828425
Charleston Treatment Center, LLC	West Virginia	8093	55-0772536
Clarksburg Treatment Center, LLC	West Virginia	8093	55-0785369
Commodore Acquisition Sub, LLC	Delaware	8093	61-1697372
Comprehensive Addiction Programs, Inc.	Delaware	8093	54-1282694
Coral Health Services, Inc.	Wisconsin	8093	39-1691825
CRC ED Treatment, Inc.	Delaware	8093	72-1604917
CRC Health Corporation	Delaware	8093	73-1650429
CRC Health Group, Inc.	Delaware	8093	20-3678958
CRC Health Oregon, Inc.	Oregon	8093	20-4966951
CRC Health Tennessee, Inc.	Tennessee	8093	20-4882276
CRC Holdings, LLC	Delaware	8093	26-3733511
CRC Recovery, Inc.	Delaware	8093	94-3231485
CRC Weight Management, Inc.	Delaware	8093	26-0165960
CRC Wisconsin RD, LLC	Wisconsin	8093	26-2163057
Crossroads Regional Hospital, LLC	Delaware	8093	80-0948632
Delta Medical Services, LLC	Tennessee	8093	45-4350976
Detroit Behavioral Institute, Inc.	Massachusetts	8093	13-4265013
DMC - Memphis, LLC	Tennessee	8093	62-1650705
East Indiana Treatment Center, LLC	Indiana	8093	35-1928552
Evansville Treatment Center, LLC	Indiana	8093	35-1921842
Four Circles Recovery Center, LLC	Delaware	8093	20-4481458
Galax Treatment Center, Inc.	Virginia	8093	54-1436056
Generations BH, LLC	Ohio	8093	80-0820243
Greenleaf Center, LLC	Delaware	8093	35-2450561
Habilitation Center, LLC	Arkansas	8093	74-2474097
Habit Holdings, Inc.	Delaware	8093	20-5054108
Habit Opco, Inc.	Delaware	8093	20-5054049
Hermitage Behavioral, LLC	Delaware	8093	90-0784925
HMIH Cedar Crest, LLC	Delaware	8093	20-1915868
Huntington Treatment Center, LLC	West Virginia	8093	31-1815118
Indianapolis Treatment Center, LLC	Indiana	8093	35-1866298
Jayco Administration, Inc.	Nevada	8093	33-0817549
Kids Behavioral Health of Montana, Inc.	Montana	8093	62-1681724
Lakeland Hospital Acquisition, LLC	Georgia	8093	58-2291915
McCallum Group, LLC	Missouri	8093	68-0547309
McCallum Properties, LLC	Missouri	8093	91-2194873
Millcreek School of Arkansas, LLC	Arkansas	8093	74-2474098

Millcreek Schools, LLC	Mississippi	8093	64-0653443
Milwaukee Health Services System	California	8093	33-0144867

Table of Contents

Name of Additional Registrants*	State or Other Jurisdiction of Incorporation or Formation	Primary Standard Industrial Classification Code Number	I.R.S. Employer Identification No.
National Specialty Clinics, LLC	Delaware	8093	63-1247752
Northeast Behavioral Health, LLC	Delaware	8093	30-0751914
Ohio Hospital for Psychiatry, LLC	Ohio	8093	02-0679468
Options Treatment Center Acquisition Corporation	Indiana	8093	03-0512678
Park Royal Fee Owner, LLC	Delaware	8093	N/A
Parkersburg Treatment Center, LLC	West Virginia	8093	31-1815116
PHC Meadowwood, LLC	Delaware	8093	45-1343206
PHC of Michigan, Inc.	Massachusetts	8093	04-3232990
PHC of Nevada, Inc.	Massachusetts	8093	04-3290453
PHC of Utah, Inc.	Massachusetts	8093	87-0401574
PHC of Virginia, LLC	Massachusetts	8093	04-2901824
Piney Ridge Treatment Center, LLC	Delaware	8093	20-5192904
Psychiatric Resource Partners, LLC	Delaware	8093	37-1647527
Quality Addiction Management, Inc.	Wisconsin	8093	39-1498501
Rebound Behavioral Health, LLC	South Carolina	8093	30-0701952
Red River Holding Company, LLC	Delaware	8093	80-0967600
Red River Hospital, LLC	Delaware	8093	35-2351651
Rehabilitation Centers, LLC	Mississippi	8093	64-0568382
Resolute Acquisition Corporation	Indiana	8093	03-0512672
Richmond Treatment Center, LLC	Indiana	8093	35-2022541
Riverview Behavioral Health, LLC	Texas	8093	26-3679084
RiverWoods Behavioral Health, LLC	Delaware	8093	26-2700697
Rolling Hills Hospital, LLC	Oklahoma	8093	20-562919
RTC Resource Acquisition Corporation	Indiana	8093	03-0512675
San Diego Health Alliance	California	8093	95-3149367
San Diego Treatment Services	California	8093	33-0234191
Seven Hills Hospital, Inc.	Delaware	8093	51-0578850
Shaker Clinic, LLC	Ohio	8093	06-1680672
Sheltered Living Incorporated	Texas	8093	76-0300425
Sierra Tucson Inc.	Delaware	8093	35-2250273
Skyway House, LLC	Delaware	8093	35-2520649
Sober Living by the Sea, Inc.	California	8093	33-0738764
Sonora Behavioral Health Hospital, LLC	Delaware	8093	20-5778133
Southern Indiana Treatment Center, LLC	Indiana	8093	35-1879147
Southwestern Children’s Health Services, Inc.	Arizona	8093	86-0768611
Southwood Psychiatric Hospital, LLC	Pennsylvania	8093	25-1414990
Structure House, LLC	Delaware	8093	26-0166077
Success Acquisition, LLC	Indiana	8093	36-4785653
SUWS of the Carolinas, Inc.	Delaware	8093	95-4794120
Talisman Academy, LLC	Delaware	8093	20-0644548
Ten Broeck Tampa, LLC	Florida	8093	26-1938381
Ten Lakes Center, LLC	Ohio	8093	20-5270148
Texarkana Behavioral Associates, L.C.	Texas	8093	75-2888880
The Camp Recovery Centers, L.P.	California	8093	77-0411689
The Refuge, A Healing Place, LLC	Florida	8093	71-0943490
TK Behavioral Holding Company, LLC	Delaware	8093	80-0968123
TK Behavioral, LLC	Delaware	8093	32-0383042
Transcultural Health Development, Inc.	California	8093	95-3693122
Treatment Associates, Inc.	California	8093	33-0846311
Valley Behavioral Health System, LLC	Delaware	8093	32-0370029
Vermilion Hospital, LLC	Delaware	8093	20-4765040
Village Behavioral Health, LLC	Delaware	8093	27-0788813
Virginia Treatment Center, Inc.	Virginia	8093	03-0401739
Vista Behavioral Holding Company, LLC	Delaware	8093	36-4801020
Vista Behavioral Hospital, LLC	Delaware	8093	80-0951740
Volunteer Treatment Center, Inc.	Tennessee	8093	62-1514921
WCHS, Inc.	California	8093	33-0652655
Webster Wellness Professionals, LLC	Missouri	8093	27-1752552
Wellplace, Inc.	Massachusetts	8093	13-4265014
Wheeling Treatment Center, LLC	West Virginia	8093	31-1815112
White Deer Realty, Ltd.	Pennsylvania	8093	23-2937977
White Deer Run, Inc.	Pennsylvania	8093	22-3168733
Wichita Treatment Center Inc.	Kansas	8093	48-1127030
Williamson Treatment Center, LLC	West Virginia	8093	31-1815102
Wilmington Treatment Center, Inc.	Virginia	8093	54-1436102
Youth and Family Centered Services of New Mexico, Inc.	New Mexico	8093	74-2753620
Youth Care of Utah, Inc.	Delaware	8093	94-3346533

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

Table of Contents

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

Subject to Completion, dated July 2, 2015

Preliminary Prospectus

$375,000,000

ACADIA HEALTHCARE COMPANY, INC.

EXCHANGE OFFER FOR
5.625% SENIOR NOTES DUE 2023

Offer (which we refer to as the "Exchange Offer") for outstanding 5.625% Senior Notes due 2023, in the aggregate principal amount of $375,000,000 (which we refer to as the "Outstanding Notes"), in exchange for up to $375,000,000 in aggregate principal amount of 5.625% Senior Notes due 2023 which have been registered under the Securities Act of 1933, as amended (which we refer to as the "Exchange Notes" and, together with the Outstanding Notes, the "notes").

Material Terms of the Exchange Offer:

- Expires 5:00 p.m., New York City time, on [ ], 2015, unless extended.
- You may withdraw tendered Outstanding Notes any time before the expiration of the Exchange Offer.
- Not subject to any condition other than that the Exchange Offer does not violate applicable law or any interpretation of the staff of the United States Securities and Exchange Commission (the "SEC").
- We can amend or terminate the Exchange Offer.
- We will not receive any proceeds from the Exchange Offer.
- The exchange of Outstanding Notes for the Exchange Notes should not be a taxable exchange for United States federal income tax purposes. See "Certain Material United States Federal Income Tax Considerations."

Terms of the Exchange Notes:

- The terms of the Exchange Notes are substantially identical to those of the Outstanding Notes, except the transfer restrictions, registration rights and additional interest provisions relating to the Outstanding Notes do not apply to the Exchange Notes.
- The Exchange Notes and the related guarantees will be our and the guarantors' general unsecured senior obligations and will be subordinated to all of our and the guarantors' existing and future secured debt to the extent of the assets securing that secured debt. In addition, the Exchange Notes will be effectively subordinated to all of the liabilities of our subsidiaries that are not guaranteeing the Exchange Notes, to the extent of the assets of those subsidiaries.
- The Exchange Notes will mature on February 15, 2023. The Exchange Notes will bear interest semi-annually in cash in arrears on February 15 and August 15 of each year. No interest will be paid on either the Exchange Notes or the Outstanding Notes at the time of the exchange. The Exchange Notes will accrue interest from and including the last interest payment date on which interest has been paid on the Outstanding Notes.
- We may redeem the Exchange Notes in whole or in part from time to time. See "Description of the Exchange Notes."

For a discussion of the specific risks that you should consider before tendering your Outstanding Notes in the Exchange Offer, see "Risk Factors" beginning on page 18 of this prospectus.

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

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

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

The date of this prospectus is [ ], 2015

TABLE OF CONTENTS

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

You should rely only on the information contained or incorporated by reference in this prospectus. We have not authorized any person to provide you with information different from that contained or incorporated by reference in this prospectus. This prospectus does not constitute an offer to sell or a solicitation of an offer to buy securities other than those specifically offered hereby or an offer to sell any securities offered hereby in any jurisdiction where, or to any person whom, it is unlawful to make such an offer or solicitation. The information in this prospectus is accurate only as of the date on its cover page and any information incorporated by reference herein is accurate only as of the date of the document incorporated by reference, regardless of the time of delivery of this prospectus or of any sale of our 5.625% Senior Notes due 2023.

This prospectus incorporates important business and financial information about the company that is not included in or delivered with this document. For more information regarding the documents incorporated by reference into this prospectus, see "Incorporation of Certain Documents by Reference" on page 119. We will provide, without charge, to each person, including any beneficial owner, to whom a copy of this prospectus is delivered, upon the written or oral request of such person, a copy of any or all of the information incorporated by reference in this prospectus, other than exhibits to such information (unless such exhibits are specifically incorporated by reference into the information that this prospectus incorporates). Requests for such copies should be directed to:

Acadia Healthcare Company, Inc.
Attention: Chief Financial Officer
6100 Tower Circle, Suite 1000
Franklin, Tennessee 37067
Telephone: (615) 861-6000

In order to obtain timely delivery, security holders must request the information no later than five business days before [ ], 2015, the expiration date of the Exchange Offer.

NON-GAAP FINANCIAL MEASURES

We have included certain financial measures in this prospectus, including pro forma EBITDA and pro forma adjusted EBITDA, which are "non-GAAP financial measures" as defined under the rules and regulations promulgated by the SEC. We define pro forma EBITDA as pro forma net income adjusted for loss from discontinued operations, net of income taxes, net interest expense, income tax provision (benefit) and depreciation and amortization. We define pro forma adjusted EBITDA as pro forma EBITDA adjusted for equity-based compensation expense, cost savings synergies, debt extinguishment costs and certain other items. For a reconciliation of pro forma net income to pro forma adjusted EBITDA, see "Prospectus Summary—Summary Historical Condensed Consolidated Financial Data and Unaudited Pro Forma Condensed Combined Financial Data."

Pro forma EBITDA and pro forma adjusted EBITDA, as presented in, or incorporated into, this prospectus, are supplemental measures of our performance and are not required by, or presented in accordance with, GAAP. Pro forma EBITDA and pro forma adjusted EBITDA are not measures of our financial performance under GAAP and should not be considered as alternatives to net income or any other performance measures derived in accordance with GAAP or as an alternative to cash flow from operating activities as measures of our liquidity. Our measurements of pro forma EBITDA and pro forma adjusted EBITDA may not be calculated similarly to, and therefore may not be comparable to, similarly titled measures of other companies and are not measures of performance calculated in accordance with GAAP. We have included information concerning pro forma EBITDA and pro forma adjusted EBITDA in prospectus because we believe that such information is used by certain investors as measures of a company's historical performance and by securities analysts, investors and other interested parties in the evaluation of issuers of debt securities, many of which present EBITDA and adjusted EBITDA when reporting their results. Our presentation of pro forma EBITDA and pro forma adjusted EBITDA should not be construed as an inference that our future results will be unaffected by unusual or non-recurring items.

MARKET AND INDUSTRY DATA

We obtained the market and competitive position data used throughout this prospectus and in the documents incorporated by reference herein from our own research, surveys or studies conducted by third parties and industry or general publications. Industry publications and surveys generally state that they have obtained information from sources believed to be reliable, but do not guarantee the accuracy and completeness of such information. While we believe that each of these studies and publications is reliable, we have not independently verified the information, and we have not ascertained the underlying economic assumptions relied upon therein, and we do not make any representation as to the accuracy of such information. Similarly, we believe our internal research is reliable but it has not been verified by any independent sources. Our estimates involve risks and uncertainties, and are subject to change based on various factors, including those discussed under the heading "Risk Factors" in this prospectus and in similarly titled sections in our reports that we file with the SEC.

CAUTIONARY NOTE REGARDING FINANCIAL INFORMATION

The audited consolidated financial statements as of and for the financial years ended December 31, 2013, 2012 and 2011 and the unaudited consolidated financial statements as of and for the six months ended June 30, 2014 relating to Partnerships in Care that are included in, or incorporated by reference into, this prospectus have been prepared in accordance with United Kingdom Accounting Standards, or U.K. GAAP. U.K. GAAP differs in certain respects from generally accepted accounting principles in the United States, or U.S. GAAP. Partnerships in Care has not prepared and does not currently intend to prepare its financial statements in accordance with U.S. GAAP. A reconciliation to U.S. GAAP is included in the Partnerships in Care financial statements. Acadia completed the acquisition of Partnerships in Care on July 1, 2014 and all results of operations of Partnerships in Care subsequent to such date are reflected in Acadia's financial statements. Unless otherwise noted, all references to GAAP in this prospectus refer to U.S. GAAP.

This prospectus contains and incorporates by reference certain unaudited information, including revenue and operating statistics based on revenue, that is presented on a pro forma basis assuming that the acquisitions of CRC Health Group, Inc. ("CRC") and Partnerships in Care, as well as certain other acquisitions, occurred as of January 1, 2014. The unaudited pro forma financial information has been prepared using the acquisition method of accounting for business combinations under GAAP. The unaudited pro forma financial information is for illustrative

purposes only and does not purport to represent what our financial condition or results of operations actually would have been had the events in fact occurred on the assumed date or to project our financial condition or results of operations for any future date or future period. The unaudited pro forma financial information should be read in conjunction with the consolidated financial statements and notes thereto elsewhere in this prospectus and the financial statements of Acadia in other reports that we have filed with the SEC and incorporated by reference herein.

CURRENCY EXCHANGE RATE

This prospectus contains translations of amounts denominated in British Pounds Sterling into U.S. dollars at specific rates solely for the convenience of the prospectus recipients. Certain financial information for Partnerships in Care presented herein is translated to U.S. dollars based on the historical exchange rates set forth in the financial statements of Partnerships in Care appearing in this prospectus or incorporated by reference herein. We make no representation that any amounts denominated in either British Pounds Sterling or U.S. dollars could have been, or could be, converted into either British Pounds Sterling or U.S. dollars, as applicable, at any particular rate, at the rates stated in this prospectus, or at all.

FORWARD-LOOKING STATEMENTS

This prospectus contains “forward-looking statements.” Forward-looking statements include any statements that address future results or occurrences. In some cases you can identify forward-looking statements by terminology such as “may,” “might,” “will,” “would,” “should,” “could” or the negative thereof. Generally, the words “anticipate,” “believe,” “continue,” “expect,” “intend,” “estimate,” “project,” “plan” and similar expressions identify forward-looking statements. In particular, statements about our expectations, beliefs, plans, objectives, assumptions or future events or performance contain forward-looking statements.

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

- our significant indebtedness, our ability to meet our debt obligations, and our ability to incur substantially more debt;
- difficulties in successfully integrating the operations of acquired facilities, including those acquired in the CRC and Partnerships in Care acquisitions, or realizing the potential benefits and synergies of these acquisitions;
- our ability to implement our business strategies in the United Kingdom and adapt to the regulatory and business environment in the United Kingdom;
- the impact of payments received from the government and third-party payors on our revenues and results of operations, including the significant dependence of the Partnerships in Care facilities on payments received from the National Health Service in the United Kingdom, or NHS;
- the occurrence of patient incidents, which could result in negative media coverage, adversely affect the price of our securities and result in incremental regulatory burdens and governmental investigations;
- our future cash flow and earnings;
- our restrictive covenants, which may restrict our business and financing activities;
- our ability to make payments on our financing arrangements;

- the impact of the economic and employment conditions in the United States and the United Kingdom on our business and future results of operations;
- compliance with laws and government regulations;
- the impact of claims brought against our facilities;
- the impact of governmental investigations, regulatory actions and whistleblower lawsuits;
- the impact of healthcare reform in the United States and abroad;
- the impact of our highly competitive industry on patient volumes;
- our ability to recruit and retain quality psychiatrists and other physicians;
- the impact of competition for staffing on our labor costs and profitability;
- our dependence on key management personnel, key executives and local facility management personnel;
- our acquisition strategy, which exposes us to a variety of operational and financial risks, as well as legal and regulatory risks (e.g., exposure to the new regulatory regimes such as the United Kingdom for Partnerships in Care and various investigations relating to CRC);
- the impact of state efforts to regulate the construction or expansion of healthcare facilities (including those from CRC and Partnerships in Care) on our ability to operate and expand our operations;
- our potential inability to extend leases at expiration;
- the impact of controls designed to reduce inpatient services on our revenues;
- the impact of different interpretations of accounting principles on our results of operations or financial condition;
- the impact of environmental, health and safety laws and regulations, especially in states where we have concentrated operations;
- the impact of an increase in uninsured and underinsured patients or the deterioration in the collectability of the accounts of such patients on our results of operations;
- the risk of a cyber-security incident and any resulting violation of laws and regulations regarding information privacy or other negative impact;
- the impact of laws and regulations relating to privacy and security of patient health information and standards for electronic transactions;
- the impact of a change in the mix of our earnings, and changes in tax rates and laws generally;
- failure to maintain effective internal control over financial reporting;
- the impact of fluctuations in our operating results, quarter to quarter earnings and other factors on the price of our securities;
- the impact of our equity sponsor’s rights over certain company matters;

- the impact of the trend for insurance companies and managed care organizations to enter into sole source contracts on our ability to obtain patients;
- the impact of fluctuations in foreign exchange rates; and
- those risks and uncertainties described from time to time in our filings with the Securities and Exchange Commission.

Given these risks and uncertainties, you are cautioned not to place undue reliance on such forward-looking statements. These risks and uncertainties may cause our actual future results to be materially different than those expressed in our forward-looking statements. These forward-looking statements are made only as of the date of this prospectus. We do not undertake and specifically decline any obligation to update any such statements or to publicly announce the results of any revisions to any such statements to reflect future events or developments. All subsequent written and oral forward-looking statements attributable to us, or to persons acting on our behalf, are expressly qualified in their entirety by these cautionary statements.

PROSPECTUS SUMMARY

This summary highlights selected information appearing elsewhere in or incorporated by reference in this prospectus. This summary is not complete and does not contain all of the information that you should consider before deciding whether to participate in the Exchange Offer. You should carefully read the entire prospectus and the information incorporated herein by reference, including the section entitled "Risk Factors" beginning on page 18 and the financial statements and notes thereto included elsewhere in or incorporated by reference in this prospectus.

In this prospectus, unless the context requires otherwise, references to "Acadia," "the Company," "we," "us" or "our" refer to Acadia Healthcare Company, Inc. together with its consolidated subsidiaries. When we refer to our operations or results "on a pro forma basis," we mean the statement is made as if the CRC and Partnerships in Care acquisitions had been completed as of the date stated or as of the beginning of the period referenced.

Our Company

We are the leading publicly traded pure-play provider of behavioral healthcare services, with operations in the United States and the United Kingdom. As of March 31, 2015, we operated 203 behavioral healthcare facilities with over 8,400 beds in 37 states, the United Kingdom and Puerto Rico. We believe that our primary focus on the provision of behavioral healthcare services allows us to operate more efficiently and provide higher quality care than our competitors. For the years ended December 31, 2014 and 2013, we generated revenue of $1.0 billion and $713.4 million, respectively. On a pro forma basis for the three months ended March 31, 2015 and the year ended December 31, 2014, giving effect to the acquisitions of CRC and Partnerships in Care, we would have generated pro forma revenue of approximately $430.0 million and approximately $1.7 billion, respectively, pro forma net income of approximately $27.1 million and $115.2 million, respectively, and pro forma adjusted EBITDA of $96.4 million and $399.7 million, respectively. A reconciliation of pro forma adjusted EBITDA to pro forma net income appears on page 15 of this prospectus.

Our inpatient facilities offer a wide range of inpatient behavioral healthcare services for children, adolescents and adults. We offer these services through a combination of acute inpatient psychiatric and specialty facilities and residential treatment centers ("RTCs"). Our acute inpatient psychiatric and specialty facilities provide the most intensive level of care, including 24-hour skilled nursing observation and care, daily interventions and oversight by a psychiatrist and intensive, highly coordinated treatment by a physician-led team of mental health professionals. Our RTCs offer longer-term treatment programs primarily for children and adolescents with long-standing chronic behavioral health problems. Our RTCs provide physician-led, multi-disciplinary treatments that address the overall medical, psychiatric, social and academic needs of the patient. During the year ended December 31, 2014, we acquired 27 facilities and added 378 new beds to our existing facilities. For the year ending December 31, 2015, we expect to add approximately 500 total beds to facilities we owned as of December 31, 2014.

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

Acquisition of CRC

On February 11, 2015, we completed our acquisition of CRC for total consideration of approximately $1.3 billion. As consideration for the acquisition, we issued 5,975,326 shares of our common stock to certain holders of CRC common stock and repaid CRC's outstanding indebtedness of $904.5 million. CRC is a leading provider of treatment services related to substance abuse and other addiction and behavioral disorders. At the acquisition date, CRC operated 35 inpatient facilities with over 2,400 beds and 81 comprehensive treatment centers located in 30 states. For the year ended December 31, 2014, CRC generated revenue of $460.0 million.

Strategic Rationale. Our acquisition of CRC adds a leading specialized behavioral healthcare provider in the U.S. to our platform, expanding our services within behavioral health and providing cross-referral opportunities. CRC is the leading for-profit substance abuse treatment provider in the United States based on revenues, average

daily census and number of facilities. CRC is a unique business with strong operating fundamentals, including an industry-leading footprint and attractive customer and payor characteristics that have driven strong financial performance.

Several of CRC's facilities, including Sierra Tucson, Life Healing Center, Sober Living by the Sea and Bayside Marin, compete in both national and international markets. CRC is the largest national platform of scale in a highly fragmented market. According to the National Survey of Substance Abuse Treatment Services by the Substance Abuse and Mental Health Services Administration of the U.S. Department of Health and Human Services ("SAMHSA"), there were over 3,500 residential substance abuse facilities and over 1,170 opiate treatment facilities as of 2013.

We expect to realize significant benefits from the acquisition of CRC. Our rationale for the acquisition includes the following:

- Add a leading specialized behavioral healthcare provider in the U.S. to our platform, including substance abuse treatment and other specialty programs through 116 facilities nationwide, treating approximately 44,000 patients per day;
- Capitalize on growth opportunities driven by underlying fundamental trends in addiction and behavioral health services;
- Diversify our business and payor mix, providing a more complete behavioral healthcare and substance abuse service offering to patients nationally and across demographics;
- Expand our geographic footprint into attractive markets; and
- Realize synergies from cost savings as well as cross-referral opportunities.

Acquisition Financing. We funded the acquisition of CRC using the proceeds of the sale of $375.0 million of the Outstanding Notes completed on February 11, 2015, using $500.0 million under a new incremental Term Loan B facility and using $25.0 million under our existing revolving credit facility, in each case under our amended and restated senior credit facility (the "Amended and Restated Senior Credit Facility"); and used approximately $70.0 million of cash on hand.

Our Competitive Strengths

We believe the following strengths differentiate us from our competitors:

Premier operational management team with track record of success. Our management team has over 175 combined years of experience in acquiring, integrating and operating a variety of behavioral health facilities. Following the sale of Psychiatric Solutions, Inc. ("PSI") to Universal Health Services, Inc. in November 2010, certain of PSI's key former executive officers joined Acadia in February 2011. The extensive national experience and operational expertise of our management team gives us what management believes to be the premier leadership team in the behavioral healthcare industry. Our management team strives to use its years of experience operating behavioral health facilities to generate strong cash flow and grow a profitable business.

Favorable industry and legislative trends. According to a 2012 survey by SAMHSA, 18.6% of adults in the United States aged 18 years or older suffer from a mental illness in a given year and about 4% suffer from a serious mental illness. According to the National Institute of Mental Health, over 20% of children, either currently or at some point during their life, have a seriously debilitating mental disorder. We believe the market for behavioral services will continue to grow due to increased awareness of mental health and substance abuse conditions and treatment options. According to a 2014 SAMHSA report, national expenditures at mental health and substance abuse treatment facilities are expected to reach $32.3 billion in 2020, up from $24.3 billion in 2009.

While the growing awareness of mental health and substance abuse conditions is expected to accelerate demand for services, recent healthcare reform is expected to increase access to industry services as more people obtain insurance coverage. A key aspect of reform legislation is the extension of mental health parity protections

established into law by the Paul Wellstone and Pete Domenici Mental Health Parity and Addiction Equity Act of 2008 (the "MHPAEA"). The MHPAEA provides for equal coverage between psychiatric or mental health services and conventional medical health services and forbids employers and insurers from placing stricter limits on mental healthcare compared to other health conditions.

The mental health market in the United Kingdom was roughly £14.4 billion in 2011. As a result of government budget constraints and an increased focus on quality, the independent mental health hospitals market has witnessed significant expansion in the last decade, making it one of the fastest growing sectors in the United Kingdom healthcare industry. Demand for independent treatment services has grown significantly as a result of the shift in beds from NHS to the independent sector.

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

Diversified revenue and payor bases. At March 31, 2015, we operated 203 behavioral healthcare facilities with over 8,400 beds in 37 states, the United Kingdom and Puerto Rico. Our payor, patient and geographic diversity mitigates the potential risk associated with any single facility. For the year ended December 31, 2014, we received 38% from Medicaid, 15% from NHS, 23% from commercial payors, 19% from Medicare and 5% from other payors. On a pro forma basis for the year ended December 31, 2014, giving effect to the acquisitions of CRC, Partnerships in Care and other immaterial acquisitions, we would have received 32% of our revenue from Medicaid, 18% from NHS, 23% from commercial payors, 13% from Medicare and 14% from other payors. As we receive Medicaid payments from 38 states, the District of Columbia and Puerto Rico, management does not believe that we are significantly affected by changes in reimbursement policies in any one state or territory. Substantially all of our Medicaid payments relate to the care of children and adolescents. Management believes that children and adolescents are a patient class that is less susceptible to reductions in reimbursement rates. No facility accounted for more than 4% of revenue for the year ended December 31, 2014 or for the three months ended March 31, 2015 on a pro forma basis giving effect to the acquisitions of CRC, Partnerships in Care and other immaterial acquisitions, and no state or U.S. territory accounted for more than 8% of revenue for the year ended December 31, 2014 or for the three months ended March 31, 2015. We believe that our increased geographic diversity will mitigate the impact of any financial or budgetary pressure that may arise in a particular state or market where we operate.

Strong cash flow generation and low capital requirements. We generate strong free cash flow by profitably operating our business and by actively managing our working capital. Moreover, as the behavioral healthcare business does not typically require the procurement and replacement of expensive medical equipment, our maintenance capital expenditure requirements are generally less than that of other facility-based healthcare providers. For the year ended December 31, 2014, our maintenance capital expenditures amounted to approximately 3% of our revenue. In addition, our accounts receivable management is less complex than medical/surgical hospital providers because behavioral healthcare facilities have fewer billing codes and generally are paid on a per diem basis.

Business Strategy

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

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

Opportunistically pursue acquisitions. With the CRC and Partnerships in Care acquisitions, we have positioned our company as a leading provider of mental health services in the United States and the United Kingdom. The behavioral healthcare industry in the United States and the independent behavioral healthcare industry in the United Kingdom are highly fragmented, and we selectively seek opportunities to expand and diversify our base of operations by acquiring additional facilities.

Management believes there are a number of acquisition candidates available at attractive valuations, and we have a number of potential acquisitions in various stages of development and consideration in the United States. In addition, management sees meaningful opportunities to pursue additional select acquisitions in the United Kingdom.

Management believes our focus on behavioral healthcare and history of completing acquisitions provides us with a strategic advantage in sourcing, evaluating and closing acquisitions. We leverage our management team's expertise to identify and integrate acquisitions based on a disciplined acquisition strategy that focuses on quality of service, return on investment and strategic benefits. We also have a comprehensive post-acquisition strategic plan to facilitate the integration of acquired facilities that includes improving facility operations, retaining and recruiting psychiatrists and other healthcare professionals and expanding the breadth of services offered by the facilities.

Drive organic growth of existing facilities. We seek to increase revenue at our facilities by providing a broader range of services to new and existing patients and clients. In addition, management intends to increase bed counts in our existing facilities. During the year ended December 31, 2014, we acquired 27 facilities and added 378 new beds to our existing facilities. For the year ending December 31, 2015, we expect to add approximately 500 total beds to facilities we owned as of December 31, 2014. Furthermore, management believes that opportunities exist to leverage out-of-state referrals to increase volume and minimize payor concentration in the United States, especially with respect to our youth and adolescent focused services and our substance abuse services.

Recent Developments

On July 1, 2015, we completed the acquisition of (i) the assets of Belmont Behavioral Health, an inpatient psychiatric facility with 147 beds located in Philadelphia, Pennsylvania, for cash consideration of $40.0 million, which consists of $35.0 million base purchase price and an estimated working capital settlement of $5.0 million, and (ii) The Manor Clinic, a substance abuse facility with 15 beds located in England, for cash consideration of $5.9 million.

On June 1, 2015, we completed the acquisitions of (i) one facility from Choice Lifestyles ("Choice") for approximately $25.1 million and (ii) fifteen facilities from Care UK for approximately $88.7 million. The inpatient psychiatric facility acquired from Choice has an aggregate of 42 beds and is located in England. The inpatient psychiatric facilities acquired from Care UK have an aggregate of 299 beds and are located in England.

On May 11, 2015, we completed a registered offering of 5,175,000 shares of our common stock at a public offering price of $66.50 per share, for total proceeds to the Company of approximately $331.1 million, after underwriting discounts and estimated offering expenses (the "2015 Equity Offering"). The shares sold by Acadia include shares issued as a result of the underwriters' exercise of the option to purchase additional shares of common stock, all at the public offering price less the underwriting discount. We intend to use the proceeds from the 2015 Equity Offering to repay the outstanding indebtedness on the senior secured revolving line of credit under our amended and restated senior credit agreement, to fund our acquisition activity and for general corporate purposes.

On April 1, 2015, we completed the acquisitions of (i) two facilities from Choice Lifestyles ("Choice") for approximately $37.8 million, (ii) Pastoral Care Group ("Pastoral") for approximately $34.5 million and (iii) Mildmay Oaks f/k/a Vista Independent Hospital ("Mildmay Oaks") for approximately $15.5 million. The two inpatient psychiatric facilities acquired from Choice have an aggregate of 48 beds and are located in England. Pastoral operates two inpatient psychiatric facilities with an aggregate of 65 beds located in Wales. Mildmay Oaks is an inpatient psychiatric facility with 67 beds located in England.

Company Information

Acadia Healthcare Company, Inc. is a Delaware corporation. On May 13, 2011, we converted from a Delaware limited liability company (Acadia Healthcare Company, LLC) to a Delaware corporation (Acadia Healthcare Company, Inc.) in accordance with Delaware law. Our principal executive offices are located at 6100 Tower Circle, Suite 1000, Franklin, Tennessee 37067. Our telephone number is (615) 861-6000. Our website is www.acadiahealthcare.com. The information contained on our website is not part of this prospectus and is not incorporated in this prospectus by reference.

Summary of the Exchange Offer

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

Initial Offering of Outstanding Notes	On February 11, 2015, we sold, through a private placement exempt from the registration requirements of the Securities Act, $375,000,000 of our 5.625% Senior Notes due 2023 (the "Outstanding Notes"), all of which are eligible to be exchanged for Exchange Notes.
Registration Rights Agreement	Simultaneously with the private placement, we entered into a registration rights agreement with the Initial Purchasers of the Outstanding Notes (the "Registration Rights Agreement"). Under the Registration Rights Agreement, we are required to file a registration statement for substantially identical debt securities (and related guarantees), which will be issued in exchange for the Outstanding Notes, with the SEC. You may exchange your Outstanding Notes for Exchange Notes in this Exchange Offer. For further information regarding the Exchange Notes, see the sections entitled "Exchange Offer" and "Description of the Exchange Notes" in this prospectus.
Exchange Notes Offered	$375,000,000 aggregate principal amount of 5.625% Senior Notes due 2023.
Exchange Offer	We are offering to exchange the Outstanding Notes for a like principal amount at maturity of the Exchange Notes. Outstanding Notes may be exchanged only in denominations of $2,000 and integral multiples of $1,000 in excess thereof. The Exchange Offer is being made pursuant to the Registration Rights Agreement which grants the Initial Purchasers and any subsequent holders of the Outstanding Notes certain exchange and registration rights. This Exchange Offer is intended to satisfy those exchange and registration rights with respect to the Outstanding Notes. After the Exchange Offer is complete, you will no longer be entitled to any exchange or registration rights with respect to your Outstanding Notes.
Expiration Date; Withdrawal of Tender	The Exchange Offer will expire at 5:00 p.m., New York City time, on [ ], 2015, or a later time if we choose to extend the Exchange Offer in our sole and absolute discretion. You may withdraw your tender of Outstanding Notes at any time prior to the expiration date. All Outstanding Notes that are validly tendered and not validly withdrawn will be exchanged. Any Outstanding Notes not accepted by us for exchange for any reason will be returned to you at our expense as promptly as possible after the expiration or termination of the Exchange Offer.
Broker-Dealer	Each broker-dealer acquiring Exchange Notes issued for its own account in exchange for Outstanding Notes, which it acquired through market-making activities or other trading activities, must acknowledge that it will deliver a proper prospectus when any Exchange Notes issued in the Exchange Offer are transferred. A broker-dealer may use this prospectus for an offer to resell, a resale or other retransfer of the Exchange Notes issued in the Exchange Offer.

Prospectus Recipients	We mailed this prospectus and the related Exchange Offer documents to registered holders of the Outstanding Notes as of [ ], 2015.
Conditions to the Exchange Offer	Our obligation to accept for exchange, or to issue the Exchange Notes in exchange for, any Outstanding Notes is subject to certain customary conditions, including our determination that the Exchange Offer does not violate any law, statute, rule, regulation or interpretation by the staff of the SEC or any regulatory authority or other foreign, federal, state or local government agency or court of competent jurisdiction, some of which may be waived by us. We currently expect that each of the conditions will be satisfied and that no waivers will be necessary. See "Exchange Offer—Conditions to the Exchange Offer."
Procedures for Tendering Outstanding Notes	The Outstanding Notes were issued as global securities and were deposited upon issuance with U.S. Bank National Association, as custodian for The Depository Trust Company ("DTC"). Beneficial interests in the Outstanding Notes, which are held by direct or indirect participants in DTC, are shown on, and transfers of the Outstanding Notes can only be made through, records maintained in book-entry form by DTC. You may tender your Outstanding Notes by instructing your broker or bank where you keep the Outstanding Notes to tender them for you. By tendering your Outstanding Notes you will be deemed to have acknowledged and agreed to be bound by the terms set forth under "Exchange Offer" and in the letter of transmittal accompanying this prospectus. Your Outstanding Notes must be tendered in denominations of $2,000 and integral multiples of $1,000 in excess thereof. In order for your tender of Outstanding Notes for Exchange Notes in the Exchange Offer to be considered valid, you must transmit to the exchange agent on or before 5:00 p.m., New York City time on the expiration date either: • an original or facsimile of a properly completed and duly executed copy of the letter of transmittal, which accompanies this prospectus, together with your Outstanding Notes and any other documentation required by the letter of transmittal, at the address provided on the cover page of the letter of transmittal; or • if the Outstanding Notes you own are held of record by DTC, in book-entry form and you are making delivery by book-entry transfer, a computer-generated message transmitted by means of the Automated Tender Offer Program System of DTC ("ATOP"), in which you acknowledge and agree to be bound by the terms of the letter of transmittal and which, when received by the exchange agent, forms a part of a confirmation of book-entry transfer. As part of the book-entry transfer, DTC will facilitate the exchange of your Outstanding Notes and update your account to reflect the issuance of the Exchange Notes to you. ATOP allows you to electronically transmit your acceptance of the Exchange Offer to DTC instead of physically completing and delivering a letter of transmittal to the exchange agent.

	In addition, if you are making delivery via book-entry transfer, you must deliver, to the exchange agent on or before 5:00 p.m., New York City time on the expiration date, a timely confirmation of book-entry transfer of your Outstanding Notes into the account of the exchange agent at DTC.
Special Procedures for Beneficial Owners	If you are the beneficial owner of book-entry interests and your name does not appear on a security position listing of DTC as the holder of the book-entry interests or if you are a beneficial owner of Outstanding Notes that are registered in the name of a broker, dealer, commercial bank, trust company or other nominee and you wish to tender the book-entry interest or Outstanding Notes in the Exchange Offer, you should contact the person in whose name your book-entry interests or Outstanding Notes are registered promptly and instruct that person to tender on your behalf.
Guaranteed Delivery Procedures	If you wish to tender your Outstanding Notes and your outstanding notes are not immediately available, or you cannot deliver your Outstanding Notes, the letter of transmittal or any other required documents, or you cannot comply with the procedures under ATOP for transfer of book-entry interests prior to the expiration date, you must tender your Outstanding Notes according to the guaranteed delivery procedures set forth in this prospectus under “Exchange Offer—Guaranteed Delivery Procedures.”
Effect on Holders of Outstanding Notes	As a result of the making of, and upon acceptance for exchange of all validly tendered Outstanding Notes pursuant to the terms of the Exchange Offer, we will have fulfilled a covenant under the Registration Rights Agreement. Accordingly, there will be no increase in the applicable interest rate on the Outstanding Notes under the circumstances described in the Registration Rights Agreement. If you do not tender your Outstanding Notes in the Exchange Offer, you will continue to be entitled to all the rights and limitations applicable to the Outstanding Notes as set forth in the indenture, except we will not have any further obligation to you to provide for the exchange and registration of untendered Outstanding Notes under the Registration Rights Agreement. To the extent that Outstanding Notes are tendered and accepted in the Exchange Offer, the trading market for Outstanding Notes that are not so tendered and accepted could be adversely affected.
Accounting Treatment	The Exchange Notes will be recorded at the same carrying value as the existing Outstanding Notes, as reflected in our accounting records on the date of exchange. Accordingly, we will recognize no gain or loss for accounting purposes. The expenses of the Exchange Offer will be capitalized and expensed over the term of the Exchange Notes.
United States Federal Income Tax Considerations	The Exchange Offer should not result in any income, gain or loss to the holders of Outstanding Notes for United States federal income tax purposes. See “Certain Material United States Federal Income Tax Considerations.”
Use of Proceeds	We will not receive any proceeds from the issuance of the Exchange Notes in the Exchange Offer.

Exchange Agent	U.S. Bank National Association is serving as the exchange agent for the Exchange Offer.
Shelf Registration Statement	In limited circumstances, holders of Outstanding Notes may require us to register their Outstanding Notes under a shelf registration statement. See "Exchange Offer—Purpose of Exchange Offer."

Consequences of Not Exchanging Outstanding Notes

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

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

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

Summary of Terms of the Exchange Notes

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

Issuer	Acadia Healthcare Company, Inc.
Securities	$375,000,000 aggregate principal amount of 5.625% Senior Notes due 2023, which will be registered under the Securities Act. The Exchange Notes will evidence the same debt as the Outstanding Notes.
Maturity Date	February 15, 2023.
Interest Rate	We will pay interest on the Exchange Notes at an annual interest rate of 5.625%.
Interest Payment Dates	Interest payments on the Exchange Notes are payable semi-annually in arrears on each February 15 and August 15. No interest will be paid on either the Exchange Notes or the Outstanding Notes at the time of exchange. The Exchange Notes will accrue interest from and including the last interest payment date on which interest has been paid on the Outstanding Notes. Accordingly, the holders of Outstanding Notes that are accepted for exchange will not receive accrued but unpaid interest on such Outstanding Notes at the time of tender. Rather, that interest will be payable on the Exchange Notes delivered in exchange for the Outstanding Notes on the first interest payment date following the expiration date of the Exchange Offer.
Guarantees	The Exchange Notes will be guaranteed on a senior unsecured basis by each of our direct or indirect wholly-owned subsidiaries that is a guarantor under our Amended and Restated Senior Credit Facility, our 12.875% Senior Notes (the "12.875% Senior Notes"), our 6.125% Senior Notes due 2021 (the "6.125% Senior Notes"), and our 5.125% Senior Notes due 2022 (the "5.125% Senior Notes" and together with the 12.875% Senior Notes and 6.125% Senior Notes, the "Senior Notes"), and, subject to certain exceptions, each of our future domestic subsidiaries that guarantees indebtedness under our Amended and Restated Senior Credit Facility. See "Description of the Exchange Notes—Additional Note Guarantees." CRC and certain of its subsidiaries will guarantee the Exchange Notes. Partnerships in Care and its subsidiaries, all of which are non-U.S. entities, will not guarantee the Exchange Notes.
Ranking	The Exchange Notes and the guarantees will rank equally to all of our and the guarantors' other unsecured and unsubordinated indebtedness, but will effectively be junior to all of our and the guarantors' secured indebtedness, to the extent of the value of the assets securing that indebtedness. The Exchange Notes will also effectively rank junior to all liabilities of our subsidiaries that do not guarantee the notes.

	As of March 31, 2015, the Exchange Notes: • would have ranked *pari passu* with $300.0 million of our outstanding 5.125% Senior Notes; • would have ranked *pari passu* with $150.0 million of our outstanding 6.125% Senior Notes; • would have ranked *pari passu* with $97.5 million (face value) of our outstanding 12.875% Senior Notes; • would have ranked effectively junior to $1.1 billion of our senior secured term loan indebtedness under our Amended and Restated Senior Credit Facility including $93.0 million of borrowings under our revolving line of credit, to the extent of the value of the collateral therefor; and • would have ranked effectively junior to $114.5 million of third-party liabilities, including trade payables, of our non-guarantor subsidiaries. Our non-guarantor subsidiaries had revenues of $344.3 million for the year ended December 31, 2014 and $85.4 million for the three months ended March 31, 2015, representing 21% and 20%, respectively, of our total revenues on a pro forma combined basis after giving effect to the acquisitions of Partnerships in Care, CRC and other completed acquisitions. In addition, our non-guarantor subsidiaries had total assets of $870.3 million as of March 31, 2015, representing 24% of our total assets. For more information regarding our indebtedness, see “Capitalization” and “Description of Other Indebtedness.”
Optional Redemption	We may redeem any of the notes beginning on February 15, 2018. The initial redemption price is 104.219% of their principal amount, plus accrued interest. The redemption price will decline each year after 2018 and will be 100% of their principal amount, plus accrued interest, beginning on February 15, 2021. We may also redeem some or all of the notes before February 15, 2018 at a redemption price of 100% of the principal amount, plus accrued and unpaid interest, to the redemption date, plus an applicable “make-whole” premium as described in this prospectus. In addition, before February 15, 2018, we may redeem up to 35% of the aggregate principal amount of notes with the proceeds of certain equity offerings at 105.625% of their principal amount plus accrued interest. We may make such redemption only if, after any such redemption, at least 65% of the aggregate principal amount of notes originally issued remains outstanding. See “Description of the Exchange Notes—Optional Redemption.”
Change of Control Offer	Upon a change of control (as defined under “Description of the Exchange Notes”), we will be required to make an offer to purchase the Exchange Notes. The purchase price will equal 101% of the

	principal amount of the Exchange Notes on the date of purchase plus accrued interest. We may not have sufficient funds available at the time of any change of control to make any required debt repayment (including repurchases of the Exchange Notes). See "Risk Factors—Risks Relating to the Exchange Notes—We may not be able to satisfy our obligations to holders of the notes upon a change of control or sale of assets."
Certain Covenants	The terms of the Exchange Notes restrict our ability and the ability of certain of our subsidiaries (as described in "Description of the Exchange Notes") to: • incur additional indebtedness; • create liens; • pay dividends or make distributions in respect of capital stock; • purchase or redeem capital stock; • make investments or certain other restricted payments; • sell assets; • enter into transactions with stockholders or affiliates; or • effect a consolidation or merger. However, these limitations will be subject to a number of important qualifications and exceptions.
No Public Market	The Exchange Notes will be a new issue of securities and will not be listed on any securities exchange or included in any automated quotation system. Accordingly, we cannot assure you that a liquid market for the Exchange Notes will develop or be maintained.
Risk Factors	You should consider carefully all of the information included in this prospectus and, in particular, the information under the heading "Risk Factors" beginning on page 18 prior to deciding to tender your Outstanding Notes in the Exchange Offer.

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

The table below sets forth:

- our summary historical condensed consolidated financial data for the periods ended and at the dates indicated; and
- the unaudited pro forma condensed combined financial data for Acadia giving effect to acquisitions completed by Acadia, including Acadia's acquisition of CRC and Partnerships in Care, and the 2015 Equity Offering.

We have derived the historical condensed consolidated financial data for each of the three years in the period ended December 31, 2014 from our audited consolidated financial statements incorporated by reference in this prospectus from our Annual Report on Form 10-K for the year ended December 31, 2014. We have derived the summary condensed consolidated financial data as of and for the three months ended March 31, 2015 from our unaudited interim condensed consolidated financial statements incorporated by reference in this prospectus from our Quarterly Report on Form 10-Q for the three months ended March 31, 2015. The unaudited financial statements were prepared on a basis consistent with our audited financial statements and include, in the opinion of management, all adjustments, consisting only of normal recurring adjustments, necessary for the fair statement of the financial information in those statements. The results for the three months ended March 31, 2015 are not necessarily indicative of the results that may be expected for the entire fiscal year.

The summary unaudited pro forma condensed combined financial information below for the year ended December 31, 2014 and for the three months ended March 31, 2015 gives pro forma effect, in each case as if they occurred on January 1, 2014, to acquisitions completed by Acadia, including Acadia's acquisition of CRC and Partnerships in Care, and the 2015 Equity Offering (based on the assumption that we offered 4,500,000 shares of common stock at an assumed public offering price of $68.50 per share, which was the closing price of our common stock on April 30, 2015, as reported on The NASDAQ Global Select Market and does not reflect that we issued 5,175,000 shares of common stock at an offering price of $66.50 per share).

The summary historical condensed consolidated financial data below should be read in conjunction with "Unaudited Pro Forma Condensed Combined Financial Information" included in, or incorporated by reference into, this prospectus and the consolidated financial statements and the notes thereto of Acadia, Partnerships in Care and CRC included in, or incorporated by reference into, this prospectus.

	Year Ended December 31,			Pro Forma Year Ended December 31,	Three Months Ended March 31,		Pro Forma Three Months Ended March 31,
	2012	2013	2014	2014	2014	2015	2015
				(Unaudited)	(Unaudited)	(Unaudited)	(Unaudited)
				(In thousands)			
Income Statement Data:							
Revenue before provision for doubtful accounts	$413,850	$735,109	$1,030,784	$1,707,070	$ 206,119	$ 374,158	$ 439,600
Provision for doubtful accounts	(6,389)	(21,701)	(26,183)	(34,313)	(4,701)	(8,375)	(9,591)
Revenue	407,461	713,408	1,004,601	1,672,757	201,418	365,783	430,009
Salaries, wages and benefits(1)	239,639	407,962	575,412	922,050	117,575	205,871	243,443
Professional fees	19,019	37,171	52,482	104,738	10,382	22,427	28,458
Other operating expenses	70,111	128,190	171,277	291,065	35,943	62,667	75,193
Depreciation and amortization	7,982	17,090	32,667	57,006	5,436	13,104	15,325
Interest expense, net	29,769	37,250	48,221	108,855	9,707	22,146	27,596
Debt extinguishment costs	—	9,350	—	11,622	—	—	—
Gain on foreign currency derivatives	—	—	(15,262)	—	—	(53)	—
Transaction-related expenses	8,112	7,150	13,650	—	1,579	18,416	—
Goodwill and asset impairments	—	—	—	1,089	—	—	—
Income from continuing operations, before income taxes	32,829	69,245	126,154	176,332	20,796	21,205	39,994
Income tax provisions	12,325	25,975	42,922	56,426	7,775	6,613	12,798
Income from continuing operations	20,504	43,270	83,232	119,906	13,021	14,592	27,196
Income (loss) from discontinued operations, net of income taxes	(101)	(691)	(192)	(4,663)	37	2	(75)
Net income	$ 20,403	$ 42,579	$ 83,040	$ 115,243	$ 13,058	$ 14,594	$ 27,121
Other Financial Data:							
Pro forma EBITDA(2)				342,193			82,915
Pro forma adjusted EBITDA(3)				399,749			96,357
Pro forma cash interest expense				101,146			
Ratio of pro forma net debt to pro forma adjusted EBITDA				4.54x			
Ratio of pro forma adjusted EBITDA to pro forma cash interest expense				3.95x			

	As of March 31, 2015	
	Actual	As Adjusted
	(Unaudited) (In thousands)	
Unaudited As Adjusted Condensed Combined Balance Sheet Data		
Cash and cash equivalents	$ 38,032	$ 145,778
Total assets	3,627,145	3,734,891
Total debt	2,053,990	1,960,990
Total stockholders' equity	$1,249,787	$1,537,533

(1) Salaries, wages and benefits include equity-based compensation expense of $2.3 million, $5.2 million, $10.1 million, $1.8 million and $3.9 million for the years ended December 31, 2012, 2013 and 2014, and the three months ended March 31, 2014 and 2015, respectively.

(2) Pro forma EBITDA and pro forma adjusted EBITDA are reconciled to pro forma net income (loss) in the table below. Pro forma EBITDA and pro forma adjusted EBITDA are financial measures not recognized under GAAP. When presenting non-GAAP financial measures, we are required to reconcile the non-GAAP financial measures with the most directly comparable GAAP financial measure or measures. We define pro forma EBITDA as pro forma net income (loss) adjusted for loss (income) from discontinued operations, net interest expense, income tax provision (benefit) and depreciation and amortization. We define pro forma adjusted EBITDA as pro forma EBITDA adjusted for equity-based compensation expense, debt extinguishment costs, transaction-related expenses and other non-recurring costs. See the table and related footnotes below for additional information.

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

	Pro Forma Year Ended December 31, 2014	Pro Forma Three Months Ended March 31, 2015
	(Unaudited) In thousands	
Reconciliation of Pro Forma Net Income to Pro Forma Adjusted EBITDA:		
Net Income	$ 115,243	$ 27,121
Loss from discontinued operations, net of income taxes	4,663	75
Interest expense, net	108,855	27,596
Income tax provision	56,426	12,798
Depreciation and amortization	57,006	15,325
Pro forma EBITDA	$ 342,193	$ 82,915
Adjustments:		
Equity-based compensation expense(a)	$ 24,304	$ 10,044
Debt extinguishment costs(b)	11,622	—
Management fees(c)	2,270	226
Goodwill and asset impairment(d)	1,089	—
Gain on asset disposals(e)	1,546	22
Legal settlement costs(f)	146	—
Restructuring savings(g)	1,069	—
Habit acquisition synergies(h)	510	—
Cost savings synergies(i)	15,000	3,150
Pro forma Adjusted EBITDA	$ 399,749	$ 96,357

(a) Represents the equity-based compensation expense of Acadia of $10,058 and $3,894 and CRC of $14,246 and $6,150 on a pro forma basis for the year ended December 31, 2014 and the three months ended March 31, 2015, respectively.

(b) Represents debt extinguishment costs related to CRC's March 28, 2014 refinancing.

(c) Represents management fees paid by CRC to its private equity investor that were eliminated in connection with the acquisition of CRC.

(d) Represents non-cash impairment of goodwill and other long-lived assets recorded by CRC.

(e) Represents non-cash gains and losses incurred by CRC on disposals of assets of $1,546 ($1,560 of losses and $13 of gains) and $22 of losses for the year ended December 31, 2014 and the three months ended March 31, 2015, respectively.

(f) Represents legal settlement costs and legal fees incurred by CRC primarily related to the investigation by the Office of the Attorney General of the state of Tennessee at its New Life Lodge facility. Costs and expected settlement amounts were accrued in 2013 and the settlement was finalized and paid in April 2014.

(g) Represents the cost savings associated with CRC's restructuring of its corporate office in the first quarter of 2014 and the restructuring of its youth services in 2014 as if the restructuring occurred on January 1, 2014. These cost savings synergies related primarily to headcount reductions in youth programs as well as to the reduction of other corporate overhead expenses.

(h) Represents the cost savings synergies associated with CRC's acquisition of Habit of $510, which is reflected as an adjustment for the period prior to the March 1, 2014 acquisition date and pro-rated for the year ended December 31, 2014. These cost savings synergies related primarily to headcount reductions as well as to the reduction of other corporate overhead expenses.

(i) Represents the pro forma effect of cost savings synergies associated with our acquisition of CRC of approximately $15,000 and $3,150 on a pro forma basis for the year ended December 31, 2014 and the three months ended March 31, 2015, respectively. We anticipate that we will incur approximately $2,000 in costs to achieve these cost savings, including costs for severance. We expect to incur a majority of these costs during the year ending December 31, 2015, and we expect to realize these cost savings synergies over the 24 month period following completion of the Acquisition. These cost savings synergies relate primarily to headcount reductions as well as to the reduction in certain professional and outside services fees across various departments and other general and administrative expenses. The actual relative proportion of synergies achieved through workforce reductions and non-headcount savings could differ materially from these estimates. Actual cost savings, the costs required to realize the cost savings and the source of the cost savings could differ materially from these estimates, and we cannot assure you that we will achieve the full amount of cost savings on the schedule anticipated or at all. See "Risk Factors—We made certain assumptions relating to the acquisition of CRC in our forecasts that may prove to be materially inaccurate, and we may be unable to achieve the related cost savings or synergies" and "Risk Factors—If we are unable to successfully integrate CRC into our business, our business, financial condition and results of operations may be negatively impacted."

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

Ratio of Earnings to Fixed Charges

The following table sets forth our ratio of earnings to fixed charges for the years ended December 31, 2014, 2013, 2012, 2011 and 2010 and the three months ended March 31, 2015 and 2014. For the purpose of determining the ratio of earnings to fixed charges, "earnings" consist of earnings (loss) before income tax expense (benefit) plus fixed charges, and "fixed charges" consist of interest expense, including amortization of deferred financing costs, plus the portion of rental expense representative of the interest factor.

	Year Ended December 31,					Three Months Ended March 31,	
	2010	2011(1)	2012	2013	2014	2014	2015
Ratio of earnings to fixed charges	8.03x	N/A	2.05x	2.76x	3.49x	3.03x	1.91x

(1) Earnings were insufficient to cover fixed charges by approximately $38.5 million for the year ended December 31, 2011.

RISK FACTORS

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

Risks Relating to the Exchange Offer

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

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

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

If a trading market were to develop, the Exchange Notes may trade at higher or lower prices than their principal amount or purchase price, depending on many factors, including prevailing interest rates, the market for similar securities and our financial performance. Historically, the market for non-investment grade debt has been subject to disruptions that have caused substantial volatility in the prices of securities similar to the Exchange Notes. The market, if any, for the Exchange Notes may experience similar disruptions and any such disruptions may adversely affect the prices at which you may sell your Exchange Notes.

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

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

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

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

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

If you do not exchange your Outstanding Notes for Exchange Notes in the Exchange Offer, you will continue to be subject to the restrictions on transfer applicable to the Outstanding Notes. The restrictions on transfer of your Outstanding Notes arise because we issued the Outstanding Notes under exemptions from, or in transactions not subject to, the registration requirements of the

Securities Act and applicable state securities laws. In general, you may only offer or sell the Outstanding Notes if they are registered under the Securities Act and applicable state securities laws, or offered and sold under an exemption from these requirements. We do not plan to register the Outstanding Notes under the Securities Act. For further information regarding the consequences of not tendering your Outstanding Notes in the Exchange Offer, see the section entitled "Exchange Offer—Consequences of Failure to Exchange."

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

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

Risks Relating to our Indebtedness and the Exchange Notes

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

As of March 31, 2015, we had approximately $2.1 billion of total debt. Our substantial debt could have important consequences to our business. For example, it could:

- increase our vulnerability to general adverse economic and industry conditions;
- make it more difficult for us to satisfy our other financial obligations;
- restrict us from making strategic acquisitions or cause us to make non-strategic divestitures;
- require us to dedicate a substantial portion of our cash flow from operations to payments on our debt (including scheduled repayments on our outstanding term loan borrowings under the Amended and Restated Senior Credit Facility), thereby reducing the availability of our cash flow to fund working capital, capital expenditures and other general corporate purposes;
- expose us to interest rate fluctuations because the interest on the Amended and Restated Senior Credit Facility is imposed at variable rates;
- make it more difficult for us to satisfy our obligations to our lenders, resulting in possible defaults on and acceleration of such debt;
- limit our flexibility in planning for, or reacting to, changes in our business and the industry in which we operate;
- place us at a competitive disadvantage compared to our competitors that have less debt;
- limit our ability to borrow additional funds; and
- limit our ability to pay dividends, redeem stock or make other distributions.

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

Servicing our debt will require a significant amount of cash. Our ability to generate sufficient cash to service our debt depends on many factors beyond our control.

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

We cannot assure you that our business will generate sufficient cash flow from operations or that future borrowings will be available to us under the Amended and Restated Senior Credit Facility or from other sources in an amount sufficient to enable us to service our debt or to fund our other liquidity needs. If our cash flow and capital resources are insufficient to allow us to make scheduled payments on our debt, we may need to reduce or delay capital expenditures, sell assets, seek additional capital or restructure or refinance all or a portion of our debt on or before the maturity thereof, any of which could have a material adverse effect on our business, financial condition or results of operations. We cannot assure you that we will be able to refinance any of our debt on commercially reasonable terms or at all, or that the terms of that debt will allow any of the above alternative measures or that these measures would satisfy our scheduled debt service obligations. If we are unable to generate sufficient cash flow to repay or refinance our debt on favorable terms, it could significantly adversely affect our financial condition and the value of our outstanding debt. Our ability to restructure or refinance our debt will depend on the condition of the capital markets and our financial condition. Any refinancing of our debt could be at higher interest rates and may require us to comply with more onerous covenants, which could further restrict our business operations.

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

Our financing arrangements impose, and the terms of any future debt may impose, operating and other restrictions on us. Such restrictions affect, and in many respects limit or prohibit, among other things, our and our subsidiaries' ability to:

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

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

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

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

We may incur substantial additional debt, including the issuance of additional notes and other debt, in the future. Although the indenture governing the notes, the indentures governing our outstanding Senior Notes and our Amended and Restated Senior Credit Facility contain restrictions on the incurrence of additional debt, these restrictions are subject to a number of significant qualifications and exceptions, and under certain circumstances, the amount of debt that could be incurred in compliance with these restrictions could be substantial. If new debt is added to our existing debt levels, the related risks that we now face would intensify and we may not be able to meet all our debt obligations.

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

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

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

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

As of March 31, 2015, the notes:

- would have ranked *pari passu* with $300.0 million of our outstanding 5.125% Senior Notes;
- would have ranked *pari passu* with $150.0 million of our outstanding 6.125% Senior Notes;
- would have ranked *pari passu* with $97.5 million (face value) of our 12.875% Senior Notes;
- would have ranked effectively junior to $1.1 billion of our senior secured term loan indebtedness under our Amended and Restated Senior Credit Facility including $93.0 million of borrowings under our revolving line of credit, to the extent of the value of the collateral therefor; and
- would have ranked effectively junior to $114.5 million of third-party liabilities, including trade payables, or our non-guarantor subsidiaries.

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

The notes are guaranteed on a senior unsecured basis by each of our direct or indirect wholly-owned subsidiaries that is a guarantor under the Amended and Restated Senior Credit Facility and our Senior Notes, and, subject to certain exceptions, each of our future domestic subsidiaries that guarantees indebtedness under our Amended and Restated Senior Credit Facility. The notes are structurally subordinated to indebtedness and other liabilities, including trade payables, of any of our future subsidiaries that are not guarantors of the notes. As of March 31, 2015, the notes would have ranked effectively junior to $114.5 million of third-party liabilities, including trade payables, of our non-guarantor subsidiaries. Our non-guarantor subsidiaries had revenues of $344.3 million for the year ended December 31, 2014 and $85.4 million for the three months ended March 31, 2015, representing 21% and 20%,

respectively, of our total revenues on a pro forma combined basis after giving effect to the acquisitions of Partnerships in Care, CRC and other completed acquisitions. In addition, our non-guarantor subsidiaries had total assets of $870.3 million as of March 31, 2015, representing 24% of our total assets.

The indenture governing the notes allows future non-guarantor subsidiaries to incur certain additional indebtedness in the future and does not restrict their ability to incur liabilities that do not constitute indebtedness. In the event of a bankruptcy, liquidation or reorganization of any of our non-guarantor subsidiaries, these non-guarantor subsidiaries will pay the holders of their debts, holders of their preferred equity interests and their trade creditors before they will be able to distribute any of their assets to us.

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

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

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

We cannot assure you that, if a change of control or asset sale occurs, we will have available funds sufficient to make an offer to purchase, and pay the change of control purchase price or asset sale purchase price to any or all of the holders of the notes seeking to receive and accept the change of control offer or asset sale offer. If we are required to purchase notes pursuant to a change of control offer or asset sale offer, we would be required to seek third-party financing to the extent we do not have available funds to meet our purchase obligations. There can be no assurance that we will be able to obtain such financing on acceptable terms to us or at all. Accordingly, none of the holders of the notes may receive the change of control purchase price or asset sale purchase price for their notes. Our failure to make or consummate the change of control offer or asset sale offer, or to pay the change of control purchase price or asset sale purchase price when due would be a default under the indenture governing the notes, which would also be a default under our Amended and Restated Senior Credit Facility and our Senior Notes.

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

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

Federal and state statutes allow courts, under specific circumstances, to void the notes and the guarantees.

The issuance of the notes and the guarantees may be subject to review under federal, state and foreign fraudulent transfer and conveyance statutes. While the relevant laws may vary from jurisdiction to jurisdiction, under such laws the issuance or guarantee of the notes would generally be a fraudulent conveyance if (1) the issuer or the guarantors issued the notes or provided the guarantees with the actual intent of hindering, delaying or defrauding creditors or (2) the issuer or the guarantor, as applicable, received less than reasonably equivalent value or fair consideration in return for issuing the notes or guarantee, as applicable, and, in the case of (2) only, one of the following is also true:

- the issuer or such guarantor was insolvent or rendered insolvent by reason of the incurrence of the indebtedness; or
- the issuance of the notes or the applicable guarantee left the issuer or such guarantor with an unreasonably small amount of capital to carry on its business; or
- the issuer or such guarantor intended to, or believed that it would, incur debts beyond its ability to pay as they mature or become due.

If a court were to find that the issuance of the notes or a guarantee was a fraudulent conveyance, the court could void the payment obligations under the notes or such guarantee or subordinate the notes or such guarantee to presently existing and future indebtedness of the issuer or such guarantor, or require the holders of the notes to repay any amounts received. In the event of a finding that a fraudulent conveyance occurred, you may not receive any repayment on the notes.

Generally, an entity would be considered insolvent if at the time it incurred indebtedness:

- the sum of its debts, including contingent liabilities, was greater than the fair saleable value of all its assets; or
- the present fair saleable value of its assets was less than the amount that would be required to pay its probable liability on its existing debts and liabilities, including contingent liabilities, as they become absolute and mature; or
- it could not pay its debts as they become due.

We cannot be certain as to the standards a court would use to determine whether or not the issuer or the guarantors were solvent at the relevant time, or regardless of the standard that a court uses, that the issuance of the notes or the guarantees would not be subordinated to any guarantor's other debt.

If the guarantees were legally challenged, any guarantee could also be subject to the claim that, since the guarantee was incurred for the issuer's benefit, and only indirectly for the benefit of the guarantor, the obligations of the applicable guarantor were incurred for less than reasonably equivalent value or fair consideration. A court could thus void the obligations under the guarantees, subordinate them to the applicable guarantor's other debt or take other action detrimental to the holders of the notes.

The indenture limits the obligations of each guarantor under its guarantee to the maximum amount that would be enforceable under applicable law in order to avoid invalidation of the guarantees. However, we cannot assure you that a court would give effect to such provisions.

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

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

Risks Relating to the Company

Fluctuations in our operating results, quarter to quarter earnings and other factors may result in significant decreases in the price of the notes.

The capital markets experience volatility that is often unrelated to operating performance. These broad market fluctuations may adversely affect the trading price of the notes and, as a result, there may be significant volatility in the market price of the notes. If we are unable to operate our facilities as profitably as we have in the past or as our investors expect us to in the future, the market price of the notes will likely decline when it becomes apparent that the market expectations may not be realized. In addition to our operating results, many economic and seasonal factors outside of our control could have an adverse effect on the price of the notes and increase fluctuations in our quarterly earnings. These factors include certain of the risks discussed herein, demographic changes, operating results of other healthcare companies, changes in our financial estimates or recommendations of securities analysts, speculation in the press or investment community, the possible effects of war, terrorist and other hostilities, adverse weather conditions, the level of seasonal illnesses, managed care contract negotiations and terminations, changes in general conditions in the economy or the financial markets or other developments affecting the healthcare industry.

An incident involving one or more of our patients or the failure by one or more of our facilities to provide appropriate care could result in increased regulatory burdens, governmental investigations, negative publicity and adversely affect the trading price of our securities.

Because the patients we treat suffer from severe mental health and chemical dependency disorders, patient incidents, including deaths, assaults and elopements, occur from time to time. If one or more of our facilities experiences an adverse patient incident or is found to have failed to provide appropriate patient care, an admissions hold, loss of accreditation, license revocation or other adverse regulatory action could be taken against us. Any such patient incident or adverse regulatory action could result in governmental investigations, judgments or fines and have a material adverse effect on our business, financial condition and results of operations. In addition, we have been and could become the subject of negative publicity or unfavorable media attention, whether warranted or unwarranted, that could have a significant, adverse effect on the trading price of our securities or adversely impact our reputation and how our referral sources and payors view us.

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

A significant portion of our revenues is derived from government healthcare programs, principally Medicare and Medicaid. For the three months ended March 31, 2015, Acadia derived approximately 47% of its revenues from the Medicare and Medicaid programs.

Government payors, such as Medicaid, generally reimburse us on a fee-for-service basis based on predetermined reimbursement rate schedules. As a result, we are limited in the amount we can record as revenue for our services from these government programs, and if we have a cost increase, we typically will not be able to recover this increase. In addition, the federal government and many state governments, are operating under significant budgetary pressures, and they may seek to reduce payments under their Medicaid programs for services such as those we provide. Government payors also tend to pay on a slower schedule. In addition to limiting the amounts they will pay for the services we provide their members, government payors may, among other things, impose prior authorization and concurrent utilization review programs that may further limit the services for which they will pay and shift patients to lower levels of care and reimbursement. Therefore, if governmental entities reduce the amounts they will pay for our services, or if they elect not to continue paying for such services altogether, our business, financial condition or results of operations could be adversely affected. In addition, if governmental entities slow their payment cycles further, our cash flow from operations could be negatively affected.

Commercial payors such as managed care organizations, private health insurance programs and labor unions generally reimburse us for the services rendered to insured patients based upon contractually determined rates. These commercial payors are under significant pressure to control healthcare costs. In addition to limiting the amounts they will pay for the services we provide their members, commercial payors may, among other things, impose prior authorization and concurrent utilization review programs that may further limit the services for which they will pay and shift patients to lower levels of care and reimbursement. These actions may reduce the amount of revenue we derive from commercial payors.

Changes in these government programs in recent years have resulted in limitations on reimbursement and, in some cases, reduced levels of reimbursement for healthcare services. Payments from federal and state government healthcare programs are subject to statutory and regulatory changes, administrative rulings, interpretations and determinations, requirements for utilization review, and federal and state funding restrictions, all of which could materially increase or decrease program payments, as well as affect the cost of providing service to patients and the timing of payments to facilities. We are unable to predict the effect of recent and future policy changes on our operations. In addition, since most states operate with balanced budgets and since the Medicaid program is often a state’s largest program, some states can be expected to enact or consider enacting legislation formulated to reduce their Medicaid expenditures. Furthermore, the recent economic downturn has increased the budgetary pressures on the federal government and many state governments, which may negatively affect the availability of taxpayer funds for Medicare and Medicaid programs. If the rates paid or the scope of services covered by government payors are reduced, there could be a material adverse effect on our business, financial condition and results of operations.

In addition to changes in government reimbursement programs, our ability to negotiate favorable contracts with private payors, including managed care providers, significantly affects the financial condition and operating results of our facilities. Management expects third-party payors to aggressively manage reimbursement levels and cost controls. Reductions in reimbursement amounts received from third-party payors could have a material adverse effect on our business, financial condition and results of operations.

Our facilities acquired from Partnerships in Care rely on publicly funded entities in the United Kingdom for over 98% of their revenue, and the loss or reduction of such funding or changes to procurement methods could negatively impact occupancy rates which could have a corresponding material adverse effect on our business, results of operations, financial condition or prospects.

Referrals to Partnerships in Care's services by NHS accounted for over 98% of its revenue for the six months ended December 31, 2014. There is a risk that budget constraints, public spending cuts (such as the cuts announced by the United Kingdom government in the 2010 Comprehensive Spending Review and implemented in the 2011 and 2012 government budgets) or other financial pressures could cause NHS to reduce funding for the types of services that our Partnerships in Care facilities provide. For example, in 2010, NHS announced a period of austerity and reduced spending and outsourcing of medical health treatment, which adversely affected Partnerships in Care's results from 2010 to 2012 until such austerity was relaxed. In addition, policy changes in the United Kingdom could lead to fewer of such services being purchased by publicly funded entities or material changes being made to their procurement practices, or the in-sourcing of mental health services, any of which could materially reduce the revenue of the facilities acquired from Partnerships in Care.

Our facilities acquired from Partnerships in Care may not achieve fee rate increases or may suffer fee rate decreases, which could have an adverse impact on our business, results of operations, financial condition or prospects.

The majority of fee rates that the facilities acquired from Partnerships in Care set for their services are subject to annual adjustments. NHS has been under budgetary pressure since the announcement by the U.K. government of the Comprehensive Spending Review in 2010, which imposed cuts on government spending. This resulted in Partnerships in Care being unable to implement material price increases during the last several years (which has adversely affected its results), and there can be no assurance that we will be able to implement price increases in the future. Furthermore, should the effect of any increase in the annual wages or other operating costs of the Partnerships in Care business exceed the effect of any increase in such facilities' weekly fee rates (which are the basis of the Partnerships in Care facilities' revenue), we would have to absorb such costs and this could have a material adverse effect on our business, results of operations, financial condition or prospects.

We incurred significant transaction and acquisition-related costs in connection with the Partnerships in Care acquisition.

We incurred substantial costs in connection with the Partnerships in Care acquisition including transaction-related expenses. In addition, we may incur additional costs to maintain employee morale and to retain key employees, and we will incur substantial fees and costs related to formulating and executing integration plans. Although we expect that the elimination of duplicative costs, as well as the realization of other efficiencies related to the integration of the businesses, should allow us to more than offset incremental transaction and acquisition-related costs over time, this net benefit may not be achieved in the near term, or at all.

We made certain assumptions relating to the Partnerships in Care acquisition in our forecasts that may prove to be materially inaccurate.

We made certain assumptions relating to the forecast level of cost savings, growth opportunities, synergies and associated costs of the Partnerships in Care acquisition. Our assumptions relating to the forecast level of cost savings, growth opportunities, synergies and associated costs of the Partnerships in Care acquisition may be inaccurate based on the information available to us, including as the result of the failure to realize the expected benefits of the Partnerships in Care acquisition, limited growth opportunities, higher than expected transaction and integration costs and unknown liabilities as well as general economic and business conditions that may adversely affect us. In addition, Partnerships in Care was operating at a net loss for the year ended December 31, 2013 and for the six months ended June 30, 2014, which may impact our ability to capitalize on growth opportunities, achieve synergies and profitability from the Partnerships in Care acquisition in the near term.

Expanding our operations internationally poses additional risks to our business.

Prior to the acquisition of Partnerships in Care, we were engaged in business activities in the United States and Puerto Rico. The acquisition of Partnerships in Care marked our first entry into a foreign market. Our business or financial performance may be adversely affected due to the risks of operating internationally, including but not limited to the following: economic and political instability, failure to comply with foreign laws and regulations and adverse changes in the health care policy of the United Kingdom (including decreases in funding for the services provided by Partnerships in Care), adverse changes in law and regulations affecting the operations of Partnerships in Care, difficulties and costs of staffing and managing our new operations in the United Kingdom. If any of these events were to materialize, they could lead to disruption of our business, significant expenditures and/or damages to our reputation, which could have a material adverse effect on our results of operations, financial condition or prospects.

As a company based outside of the United Kingdom, we will need to take certain actions to be more easily accepted in the United Kingdom. For example, we may need to engage in a public relations campaign to emphasize service quality and company philosophy, preserve local management continuity and business practices and be transparent in our dealings with local governments and taxing authorities. Such efforts will require significant time and effort on the part of our management team. Our results of operation could suffer if these efforts are not successful.

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

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

Integration risks

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

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

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

We may not be able to successfully combine the operations of recently acquired facilities with our operations, and even if such integration is accomplished, we may never realize the potential benefits of the acquisition. The integration of acquisitions with our operations requires significant attention from management, may impose substantial demands on our operations or other projects and may impose challenges on the combined business including, but not limited to, consistencies in business standards, procedures, policies, business cultures and internal controls and compliance. Certain acquisitions involve a capital outlay, and the return that we achieved on any capital invested may be less than the return that we would achieve on our other projects or investments. If we fail to complete the integration of recently acquired facilities, we may never fully realize the potential benefits of the related acquisitions.

We are in the process of integrating the business of Partnerships in Care and CRC into our current business. Successful integration depends on the ability to effect any required changes in operations or personnel, which may entail unforeseen liabilities. The integration of these businesses may expose us to certain risks, including the following: difficulty in integrating these businesses in a cost-effective manner, including the establishment of effective management information and financial control systems; unforeseen legal, regulatory, contractual, employment or other issues arising out of the combination; combining corporate cultures; maintaining employee morale and retaining key employees; potential disruptions to our on-going business caused by our senior management's focus on integrating these businesses; and performance of the combined assets not meeting our expectations or plans. A failure to properly integrate these businesses could have a corresponding material adverse effect on our business, results of operations, financial condition or prospects.

Benefits may not materialize

When evaluating potential acquisition targets, we identify potential synergies and cost savings that we expect to realize upon the successful completion of the acquisition and the integration of the related operations. We may, however, be unable to achieve or may otherwise never realize the expected benefits. Our ability to realize the expected benefits from potential cost savings and revenue improvement opportunities is subject to significant business, economic and competitive uncertainties and contingencies, many of which are beyond our control, such as changes to government regulation governing or otherwise impacting the behavioral healthcare industry, reductions in reimbursement rates from third-party payors, reductions in service levels under our contracts, operating difficulties, client preferences, changes in competition and general economic or industry conditions. If we are unsuccessful in implementing these improvements or if we do not achieve our expected results, it may adversely impact our business, financial condition or results of operations.

Assumptions of unknown liabilities

Facilities that we acquire, including the facilities acquired from Partnerships in Care and CRC, may have unknown or contingent liabilities, including, but not limited to, liabilities for uncertain tax positions, liabilities for failure to comply with healthcare laws and regulations and liabilities for unresolved litigation or regulatory reviews. Although we typically attempt to exclude significant liabilities from our acquisition transactions and seek indemnification from the sellers of such facilities, the purchase agreement with Partnerships in Care contained minimal representations and warranties about the entities and business that we acquired. In addition, we have no indemnification rights against the sellers under the Partnerships in Care purchase agreement and all of the purchase price consideration was paid at closing of the Partnerships in Care acquisition. See "—Our acquisition of CRC may expose us to unknown or contingent liabilities for which we will not be indemnified" for a discussion of similar risks with our acquisition of CRC. Therefore, we may incur material liabilities for the past activities of acquired entities and facilities. Even in those acquisitions in which we have such rights, we may experience difficulty enforcing the sellers' obligations, or we may incur material liabilities for the past activities of acquired facilities. Such liabilities and related legal or other costs and/or resulting damage to a facility's reputation could negatively impact our business, financial condition or results of operations.

Competing for acquisitions

We face competition for acquisition candidates primarily from other for-profit healthcare companies, as well as from not-for-profit entities. Some of our competitors may have greater resources than we do. As a result, we may pay more to acquire a target business or may agree to less favorable deal terms than we would have otherwise. Our principal competitors for acquisitions have included Universal Health Services and private equity firms. Also, suitable acquisitions may not be accomplished due to unfavorable terms. Further, the cost of an acquisition could result in a dilutive effect on our results of operations, depending on various factors, including the amount paid for an acquired facility, the acquired facility's results of operations, the fair value of assets acquired and liabilities assumed, effects of subsequent legislation and limits on rate increases. In addition, we may have to pay cash, incur debt, or issue equity securities to pay for any such acquisition, which could adversely affect our financial results, result in dilution to our stockholders, result in increased fixed obligations or impede our ability to manage our operations.

Managing growth

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

If we are unable to successfully integrate CRC into our business, our business, financial condition and results of operations may be negatively impacted.

As a result of the acquisition of CRC, we are engaged in a new line of business in the operation of comprehensive treatment centers specializing in detoxification and recovery programs. The administration of this new line of business will require implementation of appropriate operations, management, and controls. A failure to properly integrate CRC could have a corresponding material adverse effect on our business, results of operations, financial condition or prospects. We are in the process of integrating CRC's business into our current business. Successful integration will depend on our ability to effect any required changes in operations or personnel which may entail unforeseen liabilities. The integration of CRC may expose us to certain risks, including the following: difficulty in integrating CRC in a cost-effective manner; difficulty or delay in the establishment of effective management information and financial control systems, as well as controls, procedures and training designed to ensure compliance with the U.S. Drug Enforcement Administration, and other regulatory requirements to which CRC's business is subject; unforeseen legal, regulatory, contractual, employment or other issues arising out of the combination; combining corporate cultures; maintaining employee morale and retaining key employees; potential disruptions to our on-going business caused by our senior management's focus on integrating CRC; and performance of the combined assets not meeting our expectations or plans.

Our acquisition of CRC may expose us to unknown or contingent liabilities for which we will not be indemnified.

The facilities we acquired in the acquisition of CRC have been and are currently subject to regulatory investigations, such as investigations by the DOJ's Drug Enforcement Administration, including for non-compliance with certain regulatory requirements relating to the improper handling of controlled substances, and as a result may have unknown or contingent liabilities, including, but not limited to, liabilities for uncertain tax positions, for failure to comply with healthcare laws and regulations and for unresolved litigation or regulatory reviews. In addition, the facilities we acquired in the acquisition of CRC have been and are from time to time, subject to various claims and legal actions that arise in the ordinary course of business, including claims for damages for personal injuries, wrongful death, medical malpractice, breach of contract, tort and employment related claims. In these actions, plaintiffs request a variety of damages, including, in some instances, punitive and other types of damages that may not be covered by insurance or may exceed levels of insurance coverage. These liabilities may increase our costs and harm our business. In addition, a substantial number of our patients addicted to opiates are treated with opioid substitution medications, such as methadone, suboxone and buprenorphine. Opioid substitution medications are prescription medications and have substantial risks associated with them. The facilities we acquired in the acquisition of CRC are currently subject to, and may in the future be subject to, claims arising out of illness, injury or death allegedly caused by opioid replacement therapy. If we are unable to address or manage the risks of claims alleging damages caused by opioid replacement therapy, this could have a material adverse impact on our financial condition and results of operations.

We have no indemnification rights against the sellers under the merger agreement related to the acquisition of CRC and all of the purchase price consideration was paid at the closing of the acquisition of CRC. Therefore, we may incur material liabilities for the past activities of acquired entities and facilities. Such liabilities and related legal or other costs and/or resulting damage to a facility's reputation could negatively impact our business, financial condition or results of operations.

We incurred significant transaction and acquisition-related costs in connection with the acquisition of CRC.

We incurred substantial costs in connection with the acquisition of CRC including transaction-related expenses. In addition, we may incur additional costs to maintain employee morale and to retain key employees, and we will incur substantial fees and costs related to formulating and executing integration plans. Although we expect that the elimination of duplicative costs, as well as the realization of other efficiencies related to the integration of the businesses, should allow us to more than offset incremental transaction and acquisition-related costs over time, this net benefit may not be achieved in the near term, or at all.

The pro forma financial statements are presented for illustrative purposes only and may not be an indication of our financial condition or results of operations following the acquisition of CRC.

The pro forma financial statements we have filed with the SEC in connection with the acquisition of CRC are presented for illustrative purposes only and may not be an indication of our financial condition or results of operations following the acquisition of CRC for several reasons. For example, the pro forma financial statements were derived from our historical financial statements and CRC's and Partnerships in Care's historical financial statements, and certain adjustments and assumptions have been made regarding us after giving effect to the acquisition of CRC. The information upon which these adjustments and assumptions have been made is preliminary, and these kinds of adjustments and assumptions are difficult to make with accuracy. Moreover, our actual financial condition and results of operations following the acquisition of CRC may not be consistent with, or evident from, the pro forma financial statements.

In addition, the assumptions used in preparing the pro forma financial data may not prove to be accurate, and other factors may affect our financial condition or results of operations following the acquisition of CRC. Any potential decline in our financial condition or results of operations may cause significant variations in the trading price of our securities.

Deficiencies in CRC's internal controls over financial reporting could have a material adverse impact on our ability to produce timely and accurate financial statements.

In 2011, a review of inconsistencies in the accounts at one of CRC's recovery residential treatment facilities resulted in the restatement of certain previously issued consolidated financial statements. During the year ended December 31, 2012, CRC's management completed the corrective actions to remediate the material weakness in internal control over financial reporting that gave rise to the restatement. Subsequent to the issuance of CRC's consolidated financial statements for the year ended December 31, 2013, CRC's management identified errors and made corrections resulting in a restatement of CRC's 2013, 2012 and 2011 consolidated financial statements as further described in the notes to those financial statements. CRC's management concluded that these errors were the result of material weaknesses relating to income tax accounting and stock-based compensation, and began to implement corrective actions to remediate the material weaknesses. If we identify any material weakness in the future, their correction would require additional remedial measures which could be costly and time-consuming. In addition, the presence of a material weakness could result in a material misstatement of annual or interim consolidated financial statements which in turn could require us to restate our operating results.

We made certain assumptions relating to the acquisition of CRC in our forecasts that may prove to be materially inaccurate, and we may be unable to achieve the related cost savings or synergies.

We made certain assumptions relating to the forecast level of cost savings, synergies and associated costs of the acquisition of CRC. Our assumptions relating to the forecast level of cost savings, synergies and associated costs of the acquisition of CRC may be inaccurate based on the information available to us, including as the result of the failure to realize the expected benefits of the acquisition of CRC, higher than expected transaction and integration costs and unknown liabilities as well as general economic and business conditions that may adversely affect us following the completion of the acquisition of CRC. The anticipated cost savings related to the acquisition of CRC are based upon assumptions about our ability to implement integration measures in a timely fashion and within certain cost parameters. Our ability to achieve the planned cost synergies is dependent upon a significant number of factors, some of which may be beyond our control. For example, we may be unable to eliminate duplicative costs and redundancies in a timely fashion or at all. Other factors that could cause us not to realize the expected cost savings and synergies, include but are not limited to, the following: higher than expected severance costs related to workforce reductions; higher than expected retention costs for employees that will be retained; inability to reduce or eliminate fees relating to professional, outside services and other redundant contracted services in a timely manner or at all; delays in the anticipated timing of activities related to our cost-saving plan including in the reduction of other general and administrative expenses; and other unexpected costs associated with operating our business. In addition, CRC was operating at a net loss for the years ended December 31, 2013 and 2014, which may impact our ability to achieve synergies and profitability from the acquisition of CRC in the near term. Actual cost savings, the costs required to realize the cost savings and the assumptions underlying the cost savings could differ materially from our current expectations, and we cannot assure you that we will achieve the full amount of cost savings on the schedule anticipated or at all.

Failure to comply with the international and U.S. laws and regulations applicable to our international operations could subject us to penalties and other adverse consequences.

We face several risks inherent in conducting business internationally, including compliance with international and U.S. laws and regulations that apply to our international operations. These laws and regulations include U.S. laws such as the Foreign Corrupt Practices Act and other U.S. federal laws and regulations established by the Office of Foreign Asset Control, local laws such as the United Kingdom Bribery Act 2010 or other local laws which prohibit corrupt payments to governmental officials or certain payments or remunerations to customers. Given the high level of complexity of these laws, however, there is a risk that some provisions may be inadvertently breached by us, for example through fraudulent or negligent behavior of individual employees, our failure to comply with certain formal documentation requirements, or otherwise. Violations of these laws and regulations could result in fines, criminal sanctions against us, our officers or our employees, implementation of compliance programs, and prohibitions on the conduct of our business. Any such violations could include prohibitions on our ability to conduct business in the United Kingdom and could materially damage our reputation, our brand, our international expansion efforts, our ability to attract and retain employees, our business and our operating results. Our success depends, in part, on our ability to anticipate these risks and manage these challenges.

Foreign currency exchange rate fluctuations could materially impact our consolidated financial position and results of operations.

The acquisition of Partnerships in Care expanded our operations to the United Kingdom. Accordingly, a portion of our net revenues currently is and will be derived from operations in the United Kingdom, and we intend to translate sales and other results denominated in foreign currency into U.S. dollars for our consolidated financial statements. During periods of a strengthening U.S. dollar, our reported international sales and net earnings could be reduced because foreign currencies may translate into fewer U.S. dollars.

In all jurisdictions in which we operate, we are also subject to laws and regulations that govern foreign investment, foreign trade and currency exchange transactions. These laws and regulations may limit our ability to repatriate cash as dividends or otherwise to the United States and may limit our ability to convert foreign currency cash flows into U.S. dollars.

We are subject to taxation in certain foreign jurisdictions. Any adverse development in the tax laws of such jurisdictions or any disagreement with our tax positions could have a material adverse effect on our business, financial condition or results of operations. In addition, our effective tax rate could change materially as a result of certain changes in our mix of United States and foreign earnings and other factors, including changes in tax laws.

We are subject to taxation in, and to the tax laws and regulations of, certain foreign jurisdictions as a result of our operations and our corporate and financing structure after the acquisition of Partnerships in Care. Adverse developments in these tax laws or regulations, or any change in position regarding the application, administration or interpretation thereof, in any applicable jurisdiction, could have a material adverse effect on our business, financial condition or results of operations. In addition, the tax authorities in any applicable jurisdiction may disagree with the tax treatment or characterization of any of our transactions, which, if successfully challenged by such tax authorities, could have a material adverse effect on our business, financial condition or results of operations. Certain changes in the mix of our earnings between jurisdictions and assumptions used in the calculation of income taxes, among other factors, could have a material adverse effect on our overall effective tax rate. In addition, legislative proposals to change the United States taxation of foreign earnings could also increase our effective tax rate.

A worsening of the economic and employment conditions in the geographies in which we operate could materially affect our business and future results of operations.

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

Substantially all of the revenue from CRC’s eating disorder programs, extended care facilities and certain residential treatment facilities is derived from private-pay funding. In addition, a substantial portion of CRC’s revenue from its comprehensive treatment centers and youth programs is from self-payors. Accordingly, a sustained downturn in the U.S. economy could restrain the ability of CRC’s patients and the families of its students to pay for services in all of CRC’s facilities.

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

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

Companies operating in the behavioral healthcare industry in the United States are required to comply with extensive and complex laws and regulations at the federal, state and local government levels relating to, among other things: billing practices and prices for services; relationships with physicians and other referral sources; necessity and quality of medical care; condition and adequacy of facilities; qualifications of medical and support personnel; confidentiality, privacy and security issues associated with health-related information and patient health information ("PHI"); compliance with The Emergency Medical Treatment & Labor Act ("EMTALA"); handling of controlled substances; certification, licensure and accreditation of our facilities; operating policies and procedures; activities regarding competitors; state and local land use and zoning requirements and addition or expansion of facilities and services.

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

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

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

All of our facilities that handle and dispense controlled substances must comply with especially strict federal and state regulations regarding such controlled substances. The potential for theft or diversion of such controlled substances distributed at our facilities for illegal uses has led the federal government as well as a number of states and localities to adopt stringent regulations not applicable to many other types of healthcare providers. Compliance with these regulations is expensive and these costs may increase in the future.

Property owners and local authorities have attempted, and may in the future attempt, to use or enact zoning ordinances to eliminate CRC's ability to operate a given treatment facility or program. Local governmental authorities in some cases also have attempted to use litigation and the threat of prosecution to force the closure of certain CRC facilities. If any of these attempts were to succeed or if their frequency were to increase, our revenue would be adversely affected and our operating results might be harmed. In addition, such actions may require us to litigate which would increase our costs.

Many of our U.S. facilities are also accredited by third-party accreditation agencies such as The Joint Commission or the Commission on Accreditation of Rehabilitation Facilities. If any of our existing healthcare facilities lose their accreditation or any of our new facilities fail to receive accreditation, such facilities could become ineligible to receive reimbursement under Medicare or Medicaid.

Federal, state and local regulations determine the capacity at which our therapeutic education programs for adolescents may be operated. State licensing standards require many such programs to have minimum staffing levels; minimum amounts of residential space per student and adhere to other minimum standards. Local regulations require us to follow land use guidelines at many of our programs, including those pertaining to fire safety, sewer capacity and other physical plant matters.

Similarly, providers of behavioral healthcare services in the United Kingdom are also subject to a highly regulated business environment. Failure to comply with regulations, lapses in the standards of care, the receipt of poor ratings or lower ratings, the receipt of a negative report that leads to a determination of regulatory noncompliance, or the failure to cure any defect noted in an inspection report could lead to substantial penalties, including the loss of registration or closure of one or more facilities as well as damage to reputation.

If we fail to cultivate new or maintain established relationships with referral sources, our business, financial condition or results of operations could be adversely affected.

Our ability to grow or even to maintain our existing level of business depends significantly on our ability to establish and maintain close working relationships with physicians, managed care companies, insurance companies, educational consultants and other referral sources. We may not be able to maintain our existing referral source relationships or develop and maintain new relationships in existing or new markets. If we lose existing relationships with our referral sources, the number of people to whom we provide services may decline, which may adversely affect our revenue. If we fail to develop new referral relationships, our growth may be restrained.

Our facilities acquired from Partnerships in Care operate in a highly regulated business environment, which is subject to political and regulatory scrutiny. Failure to comply with regulations or the introduction of new regulations or standards with which Partnerships in Care does not comply could lead to substantial penalties, including the loss of registration on one or more of our facilities.

The business of the facilities acquired from Partnerships in Care is subject to a high level of regulation and oversight, in particular from: the Care Quality Commission (“CQC”), the independent regulator for health and adult social care in England; Healthcare Improvement Scotland (“HIS”), the independent regulator for healthcare services in Scotland; Healthcare Inspectorate Wales (“HIW”), the independent regulator for all healthcare services in Wales; and Monitor, the non-departmental public body of the United Kingdom government that serves as the sector regulator for health services in England. The regulatory requirements relevant to Partnerships in Care’s business span the range of Partnerships in Care’s operations from the establishment of new facilities, which are subject to registration requirements, to the recruitment and appointment of staff, occupational health and safety, duty of care to the people Partnerships in Care supports, administration of controlled drugs, clinical standards, conduct of Partnerships in Care’s professional and care staff and other requirements.

Inspections by regulators can be carried out on both an announced and, in most cases, unannounced basis, depending on the specific regulatory provisions relating to the different services Partnerships in Care provides. A failure to comply with regulations in the future, the receipt of poor ratings or lower ratings, the receipt of a negative report that leads to a determination of regulatory noncompliance, or Partnerships in Care’s failure to cure any defect noted in an inspection report could result in reputational damage to Partnerships in Care, fines, or the revocation or suspension of the registration or closure of a care facility or service. Additionally, as placing authorities monitor performance, negative changes in regulatory compliance may affect the number of referrals made to Partnerships in Care. In addition, frequent changes are made to regulatory assessment methods.

We cannot guarantee that current laws, regulations and regulatory assessment methodologies will not be modified or replaced in the future. Such future developments and amendments may negatively impact Partnerships in Care’s operations which could have a material adverse effect on Partnerships in Care’s business, results of operations, financial condition or prospects.

Our business in the United Kingdom relies upon maintaining strong relationships with commissioners employed by publicly funded entities and any reorganization of such publicly funded entities may result in the loss of those relationships.

The relationships that the sales and marketing function of our facilities in the United Kingdom holds with commissioners is a key driver of referrals to such facilities. Should there be a major reorganization of publicly funded entities, such as the NHS reorganization announced in 2010 and implemented between 2012 and 2013, we may need to rebuild such relationships which could result in a decrease in the number of referrals made to the Partnerships in Care facilities and could have a corresponding material adverse effect on our business, results of operations, financial condition or prospects.

We may be required to spend substantial amounts to comply with statutes and regulations relating to privacy and security of PHI.

There are currently numerous legislative and regulatory initiatives in both the U.S. and the United Kingdom addressing patient privacy and information security concerns. In particular, federal regulations issued under HIPAA require our U.S. facilities to comply with standards to protect the privacy, security and integrity of PHI. These regulations have imposed extensive administrative requirements, technical and physical information security requirements, restrictions on the use and disclosure of PHI and related financial information and have provided patients with additional rights with respect to their health information. Compliance with these regulations requires substantial expenditures, which could negatively impact our business, financial condition or results of operations. In addition, our management has spent, and may spend in the future, substantial time and effort on compliance measures.

Furthermore, many states impose similar, and in some cases more restrictive, requirements. For example, some states impose laws governing the use and disclosure of health information pertaining to mental health and/or substance abuse issues that are more stringent than the rules that apply to healthcare information generally. As public attention is drawn to the issues of the privacy and security of medical information, states may revise or expand their laws concerning the use and disclosure of health information, or may adopt new laws addressing these subjects.

Violations of the privacy and security regulations could subject our operations to substantial civil monetary penalties and substantial other costs and penalties associated with a breach of data security, including criminal penalties. We may also be subject to substantial reputational harm if we experience a substantial security breach involving PHI.

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

We are subject to medical malpractice lawsuits and other legal actions in the ordinary course of business. Some of these actions may involve large claims, as well as significant defense costs. We cannot predict the outcome of these lawsuits or the effect that findings in such lawsuits may have on us. All professional and general liability insurance we purchase is subject to policy limitations and in some cases, an insurance company may defend us subject to a reservation of rights. Insurance companies in at least two matters involving Acadia are defending us subject to a reservation of rights. Management believes that, based on our past experience and actuarial estimates, our insurance coverage is adequate considering the claims arising from the operations of our facilities. While we continuously monitor our coverage, our ultimate liability for professional and general liability claims could change materially from our current estimates. If such policy limitations should be partially or fully exhausted in the future, or payments of claims exceed our estimates or are not covered by our insurance, it could have a material adverse effect on our business, financial condition or results of operations. Further, insurance premiums have increased year over year and insurance coverage may not be available at a reasonable cost, especially given the significant increase in insurance premiums generally experienced in the healthcare industry.

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

Healthcare companies in both the United States and the United Kingdom are subject to numerous investigations by various governmental agencies. Certain of our facilities have received, and other facilities may receive, government inquiries from, and may be subject to investigation by, governmental agencies. Depending on whether the underlying conduct in these or future inquiries or investigations could be considered systemic, their resolution could have a material adverse effect on our business, financial condition and results of operations.

Further, under the federal False Claims Act, private parties are permitted to bring qui tam or “whistleblower” lawsuits against companies that submit false claims for payments to, or improperly retain overpayments from, the government. Because qui tam lawsuits are filed under seal, we could be named in one or more such lawsuits of which we are not aware. We may also be subject to substantial reputational harm as a result of the public announcement of any investigation into such claims.

We are subject to uncertainties regarding recent health reform and budget legislation.

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

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

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

The impact of the Health Reform Legislation on each of our facilities may vary. We cannot predict the impact the Health Reform Legislation may have on our business, results of operations, cash flow, capital resources and liquidity, or whether we will be able to adapt successfully to the changes required by the Health Reform Legislation.

We are similarly unable to guarantee that current United Kingdom laws, regulations and regulatory assessment methodologies will not be modified or replaced in the future. Additionally, there is a risk that budget constraints, public spending cuts (such as the cuts announced by the United Kingdom government in the 2010 Comprehensive Spending Review and implemented in the 2011 and 2012 government budgets) or other financial pressures could cause NHS to reduce funding for the types of services that Partnerships in Care provides. Such policy changes in the United Kingdom could lead to fewer services being purchased by publicly funded entities or material changes being made to their procurement practices, any of which could materially reduce Partnerships in Care's revenue. These and other future developments and amendments may negatively impact our operations, which could have a material adverse effect on our business, financial condition or results of operations. See "—Expanding our operations internationally poses additional risks to our business" in this prospectus.

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

The healthcare industry is highly competitive, and competition among healthcare providers (including hospitals) for patients, physicians and other healthcare professionals has intensified in recent years. There are other healthcare facilities that provide behavioral and other mental health services comparable to at least some of those offered by our facilities in each of the geographical areas in which we operate. Some of our competitors are owned by tax-supported governmental agencies or by non-profit corporations and may have certain financial advantages not available to us, including endowments, charitable contributions, tax-exempt financing and exemptions from sales, property and income taxes. Some of our for-profit competitors are local, independent operators or physician groups with strong established reputations within the surrounding communities, which may adversely affect our ability to attract a sufficiently large number of patients in markets where we compete with such providers.

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

NHS is the principal provider of secure mental healthcare services in the United Kingdom, with approximately 70% of the total beds in the United Kingdom. As the preferred provider, there is a bias toward referrals to NHS, and therefore NHS facilities have maintained high occupancy rates. As a result of budget constraints, independent operators have emerged to satisfy the demand for mental health services not supplied by NHS. We face competition in the United Kingdom from other independent sector providers and publicly funded entities for individuals requiring care and for appropriate sites on which to develop or expand facilities in the United Kingdom. Should we fail to compete effectively with our peers and competitors in the industry, or if the competitive environment intensifies, individuals may be referred elsewhere for services that we provide, negatively impacting our ability to secure referrals and limiting the expansion of our business.

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

Insurance companies and managed care organizations in the United States are entering into sole-source contracts with healthcare providers, which could limit our ability to obtain patients since we do not offer the range of services required for these contracts. Moreover, private insurers, managed care organizations and, to a lesser extent, Medicaid and Medicare, are beginning to carve-out specific services, including mental health and substance abuse services, and establish small, specialized networks of

providers for such services at fixed reimbursement rates. Continued growth in the use of carve-out arrangements could materially adversely affect our business to the extent we are not selected to participate in such networks or if the reimbursement rate in such networks is not adequate to cover the cost of providing the service.

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

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

It may become difficult for us to attract and retain an adequate number of psychiatrists and other physicians to practice in certain of the communities in which our facilities are located. Our failure to recruit psychiatrists and other physicians to these communities or the loss of such medical professionals in these communities could make it more difficult to attract patients to our facilities and thereby may have a material adverse effect on our business, financial condition or results of operations. Additionally, our ability to recruit psychiatrists and other physicians is closely regulated. The form, amount and duration of assistance we can provide to recruited psychiatrists and other physicians is limited by the Stark Law, the Anti-Kickback Statute, state anti-kickback statutes, and related regulations.

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

Our operations depend on the efforts, abilities, and experience of our management and medical support personnel, including our addiction counselors, therapists, nurses, pharmacists, licensed counselors, clinical technicians, and mental health technicians, as well as our psychiatrists and other professionals. We compete with other healthcare providers in recruiting and retaining qualified management, program directors, physicians (including psychiatrists) and support personnel responsible for the daily operations of our business, financial condition or results of operations.

A shortage of nurses, qualified addiction counselors, and other medical support personnel has been a significant operating issue facing us and other healthcare providers. This shortage may require us to enhance wages and benefits to recruit and retain nurses, qualified addiction counselors, and other medical support personnel or require us to hire more expensive temporary or contract personnel. In addition, certain of our facilities are required to maintain specified staffing levels. To the extent we cannot meet those levels, we may be required to limit the services provided by these facilities, which would have a corresponding adverse effect on our net operating revenues. Certain of our treatment facilities are located in remote geographical areas, far from population centers, which increases this risk.

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

Some of our employees are represented by labor unions and any work stoppage could adversely affect our business.

Increased labor union activity could adversely affect our labor costs. As of March 31, 2015, labor unions represented approximately 458 employees at seven of our U.S. facilities through eight collective bargaining agreements. One of our facilities is in the process of negotiating a collective bargaining agreement. With the Partnerships in Care acquisition, the Royal College of Nursing represents nursing employees at all of our facilities in the United Kingdom. We cannot assure you that we will be able to successfully negotiate a satisfactory collective bargaining agreement or that employee relations will remain stable. Furthermore, there is a possibility that work stoppages could occur as a result of union activity, which could increase our labor costs and adversely affect our business, financial condition or results of operations. To the extent that a greater portion of our employee base unionizes and the terms of any collective bargaining agreements are significantly different from our current compensation arrangements, it is possible that our labor costs could increase materially and our business, financial condition or results of operations could be adversely affected.

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

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

The Partnerships in Care senior management team was important to our acquisition of Partnerships in Care. The loss of members of the Partnerships in Care management team could impact our ability to successfully integrate and operate the Partnerships in Care facilities and business.

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

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

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

Compliance with these laws and regulations could increase our costs of operation. Violation of these laws may subject us to significant fines, penalties or disposal costs, which could negatively impact our results of operations, financial condition or cash flows. We could be responsible for the investigation and remediation of environmental conditions at currently or formerly owned, operated or leased sites, as well as for associated liabilities, including liabilities for natural resource damages, third party property damage or personal injury resulting from lawsuits that could be brought by the government or private litigants, relating to our operations, the operations of facilities or the land on which our facilities are located. We may be subject to these liabilities regardless of whether we operate, lease or own the facility, and regardless of whether such environmental conditions were created by us or by a prior owner or tenant, or by a third party or a neighboring facility whose operations may have affected such facility or land. That is because liability for contamination under certain environmental laws can be imposed on current or past owners or operators of a site without regard to fault. We cannot assure you that environmental conditions relating to our prior, existing or future sites or those of predecessor companies whose liabilities we may have assumed or acquired will not have a material adverse effect on our business, financial condition or results of operations.

State efforts to regulate the construction or expansion of healthcare facilities in the United States could impair our ability to operate and expand our operations.

A majority of the states in which we operate facilities in the United States have enacted certificate of need (“CON”) laws that regulate the construction or expansion of healthcare facilities, certain capital expenditures or changes in services or bed capacity. In giving approval for these actions, these states consider the need for additional or expanded healthcare facilities or services. Our failure to obtain necessary state approval could (i) result in our inability to acquire a targeted facility, complete a desired expansion or make a desired replacement, (ii) make a facility ineligible to receive reimbursement under the Medicare or Medicaid programs or (iii) result in the revocation of a facility’s license or impose civil or criminal penalties on us, any of which could harm our business.

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

We may be unable to extend leases at expiration, which could harm our business, financial condition or results of operations.

We lease the real property on which a number of our facilities are located. Our lease agreements generally give us the right to renew or extend the term of the leases and, in certain cases, purchase the real property. These renewal and purchase rights generally are based upon either prescribed formulas or fair market value. Management expects to renew, extend or exercise purchase options with respect to our leases in the normal course of business; however, there can be no assurance that these rights will be exercised in the future or that we will be able to satisfy the conditions precedent to exercising any such renewal, extension or purchase options. Furthermore, the terms of any such options that are based on fair market value are inherently uncertain and could be unacceptable or unfavorable to us depending on the circumstances at the time of exercise. If we are not able to renew or extend our existing leases, or purchase the real property subject to such leases, at or prior to the end of the existing lease terms, or if the terms of such options are unfavorable or unacceptable to us, our business, financial condition or results of operations could be adversely affected.

Controls designed to reduce inpatient services may reduce our revenues.

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

Additionally, the outsourcing of behavioral health care to the private sector is a relatively recent development in the United Kingdom. There has been some opposition to outsourcing. While we anticipate that NHS will continue to rely increasingly upon outsourcing, we cannot assure you that the outsourcing trend will continue. The absence of future growth in the outsourcing of behavioral healthcare services could have a material adverse impact on our business, financial condition and results of operations.

Although we have facilities in 37 states, the United Kingdom and Puerto Rico, we have substantial operations in each of the United Kingdom, Arkansas and Pennsylvania, which makes us especially sensitive to regulatory, economic, environmental and competitive conditions and changes in those locations.

On a pro forma basis, our revenues in the United Kingdom, Arkansas and Pennsylvania represented approximately 32% of our revenue for the year ended December 31, 2014 and approximately 31% of our revenue for the three months ended March 31, 2015, as listed in the following table:

	% of Total Revenue	
State/Country	Year Ended December 31, 2014	Three Months Ended March 31, 2015
United Kingdom	18%	17%
Arkansas	8%	7%
Pennsylvania	6%	7%
Total	**32%**	**31%**

This concentration makes us particularly sensitive to legislative, regulatory, economic, environmental and competition changes in those locations. Any material change in the current payment programs or regulatory, economic, environmental or competitive conditions in these locations could have a disproportionate effect on our overall business results. If our facilities in these states are adversely affected by changes in regulatory and economic conditions, our business, financial condition or results of operations could be adversely affected.

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

We are required to treat patients with emergency medical conditions regardless of ability to pay.

In accordance with our internal policies and procedures, as well as EMTALA, we provide a medical screening examination to any individual who comes to one of our hospitals seeking medical treatment (whether or not such individual is eligible for insurance benefits and regardless of ability to pay) to determine if such individual has an emergency medical condition. If it is determined that such person has an emergency medical condition, we provide such further medical examination and treatment as is required to stabilize the patient's medical condition, within the facility's capability, or arrange for the transfer of the individual to another medical facility in accordance with applicable law and the treating hospital's written procedures. If we fail to provide appropriate screening and stabilizing treatment, or other appropriate transfers, as required by EMTALA, our hospitals may face substantial civil penalties. Our obligations under EMTALA may increase substantially; CMS has recently sought stakeholder comments concerning the potential applicability of EMTALA to hospital inpatients and the responsibilities of hospitals with specialized capabilities, such as ours, to accept the transfer of such patients. If the number of indigent and charity care patients with emergency medical conditions we treat increases significantly, or if regulations expanding our obligations to inpatients under EMTALA are proposed and adopted, our results of operations may be harmed.

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

Collection of receivables from third-party payors and patients is critical to our operating performance. Our primary collection risks relate to uninsured patients and the portion of the bill that is the patient's responsibility, which primarily includes co-payments and deductibles. We estimate our provisions for doubtful accounts based on general factors such as payor source, the agings of the receivables and historical collection experience. At March 31, 2015, our allowance for doubtful accounts represented approximately 14% of our accounts receivable balance as of such date. We routinely review accounts receivable balances in conjunction with these factors and other economic conditions that might ultimately affect the collectability of the patient accounts and make adjustments to our allowances as warranted. Significant changes in business office operations, payor mix, economic conditions or trends in federal and state governmental health coverage (including implementation of the Health Reform Legislation) could affect our collection of accounts receivable, cash flow and results of operations. If we experience unexpected increases in the growth of uninsured and underinsured patients or in bad debt expenses, our results of operations will be harmed.

A cyber security incident could cause a violation of HIPAA and other privacy laws and regulations or result in a loss of confidential data.

A cyber-attack that bypasses our information technology ("IT") security systems causing an IT security breach, loss of PHI or other data subject to privacy laws, loss of proprietary business information, or a material disruption of our IT business systems, could have a material adverse impact on our business, financial condition or results of operations. In addition, our future results of operations, as well as our reputation, could be adversely impacted by theft, destruction, loss, or misappropriation of PHI, other confidential data or proprietary business information.

Failure to maintain effective internal control over financial reporting in accordance with Section 404 of Sarbanes-Oxley, could have a material adverse effect on our business.

We are required to maintain internal control over financial reporting under Section 404 of the Sarbanes-Oxley Act. If we are unable to maintain adequate internal control over financial reporting, we may be unable to report our financial information on a timely basis, may suffer adverse regulatory consequences or violations of NASDAQ listing rules and may breach the covenants under our financing arrangements. There could also be a negative reaction in the financial markets due to a loss of investor confidence in us and the reliability of our financial statements. If we or our independent registered public accounting firm identify any material weakness in our internal control over financial reporting in the future (including any material weakness in the controls of businesses we have acquired), their correction could require additional remedial measures which could be costly, time-consuming and could have a material adverse effect on our business.

As part of the Partnerships in Care acquisition, we assumed Partnerships in Care's existing pension plans and a defined contribution plan and are responsible for an underfunded pension liability. In addition, we may be required to increase funding of the pension plans and/or be subject to restrictions on the use of excess cash.

Partnerships in Care is the sponsor of a defined benefit pension plan (the Partnerships in Care Limited Pension and Life Assurance Plan) that covers approximately 187 members in the United Kingdom, most of whom are inactive and retired former employees. As of May 1, 2005, this plan was closed to new participants but then-current participants continue to accrue benefits. As of March 31, 2015, the net deficit recognized under U.S. GAAP in respect of this scheme was £6.0 million. Although this underfunded position was considered in determining the purchase price for Partnerships in Care, it may adversely affect us as follows:

- Laws and regulations normally require a new funding plan to be agreed upon every three years, with the next new funding plan to be agreed upon with the plan trustees by March 2015. Changes in actuarial assumptions, including future discount, inflation and interest rates, investment returns and mortality rates, may increase the underfunded position of the pension plan and cause us to increase our contributions to the pension plan to cover underfunded liabilities.
- The pension plan is regulated in the United Kingdom, and trustees represent the interests of covered workers. Laws and regulations could create an immediate funding obligation to the pension plan which could be significantly greater than the £6.0 million as of March 31, 2015, and could impact the ability to use Partnerships in Care's existing cash or our future excess cash to grow the business or finance other obligations. The use of Partnerships in Care's cash and future cash flows beyond the operation of Partnerships in Care's business or the satisfaction of Partnerships in Care's obligations would require negotiations with the trustees and regulators.

We also assumed an additional pension plan (the Federated Pension Plan), of which fewer than five Partnerships in Care employees are participants, and a defined contribution plan (the Partnerships in Care Limited New Generation Personal Pension)

under which participants receive contributions as a proportion of earnings. Maintenance of these plans may result in additional expenses. Termination of these plans could have an adverse impact on employee relations and a material adverse effect on our financial results.

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

As a public company, we incur significant legal, accounting, insurance and other expenses, including costs associated with public company reporting requirements. We incur costs associated with complying with the requirements of the Sarbanes-Oxley Act of 2002 ("Sarbanes-Oxley"), the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Dodd-Frank Act"), and related rules implemented by the SEC and NASDAQ. Enacted in July 2010, the Dodd-Frank Act contains significant corporate governance and executive compensation-related provisions, some of which the SEC has recently implemented by adopting additional rules and regulations in areas such as executive compensation. The expenses incurred by public companies generally for reporting and corporate governance purposes have been increasing. Management expects these laws and regulations to increase our legal and financial compliance costs and to make some activities more time-consuming and costly, although management is currently unable to estimate these costs with any degree of certainty. These laws and regulations could make it more difficult or costly for us to obtain certain types of insurance, including director and officer liability insurance, and we may be forced to accept reduced policy limits and coverage or incur substantially higher costs to obtain the same or similar coverage. These laws and regulations could also make it more difficult for us to attract and retain qualified persons to serve on our board of directors, our board committees or as our executive officers. Furthermore, if we are unable to satisfy our obligations as a public company, we could be subject to delisting of our common stock, fines, sanctions and other regulatory action and potentially civil litigation.

We are party to a stockholders agreement with Waud Capital Partners, L.L.C. and certain of its affiliates ("Waud Capital Partners") and investment funds affiliated with Bain Capital Partners, LLC (collectively, "Bain Capital"), which provides them with certain rights over Company matters.

In accordance with the terms of the Amended and Restated Stockholders Agreement, Waud Capital Partners has the right to designate, following the expiration of the current term of directors designated by Waud Capital Partners, one nominee for election to the board of directors of the Company for one additional three-year term. Waud Capital Partners also retains a consent right over the removal of existing directors designated by Waud Capital Partners and any vacancies in such designated board seats may be filled by Waud Capital Partners prior to the expiration of the current terms of such directors. The merger agreement related to our acquisition of CRC provided that one designee of Bain Capital be appointed to our board of directors as a Class III director at the effective time of the merger.

It is possible that the interests of Waud Capital Partners and Bain Capital may in some circumstances conflict with our interests and the interests of our stockholders.

EXCHANGE OFFER

Purpose of the Exchange Offer

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

The Outstanding Notes were originally issued and sold on February 11, 2015, to the Initial Purchasers pursuant to the Purchase Agreement. The Outstanding Notes were issued and sold in a transaction not registered under the Securities Act in reliance upon the exemption provided by Section 4(a)(2) of the Securities Act. The concurrent resale of the Outstanding Notes by the Initial Purchasers to investors was done in reliance upon the exemptions provided by Rule 144A and Regulation S promulgated under the Securities Act. The Outstanding Notes may not be reoffered, resold or transferred other than (i) to us or our subsidiaries, (ii) to a qualified institutional buyer in compliance with Rule 144A promulgated under the Securities Act, (iii) outside the United States to a non-U.S. person within the meaning of Regulation S under the Securities Act, (iv) to an institutional "accredited investor" within the meaning of Rule 501 under the Securities Act that is acquiring the Outstanding Notes for investment purposes and not with a view to, or for offer or sale in connection with, any distribution in violation of the Securities Act, (v) pursuant to another available exemption from the registration requirements of the Securities Act or (vi) pursuant to an effective registration statement under the Securities Act.

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

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

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

Each holder of Outstanding Notes that exchanges such Outstanding Notes for Exchange Notes in the Exchange Offer will be deemed to have made certain representations, including representations that (i) any Exchange Notes to be received by it will be acquired in the ordinary course of its business, (ii) it has no arrangement or understanding with any person to participate in the distribution (within the meaning of the Securities Act) of Exchange Notes and (iii) it is not our affiliate as defined in Rule 405 under the Securities Act, or if it is an affiliate, it will comply with the registration and prospectus delivery requirements of the Securities Act to the extent applicable.

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

Terms of the Exchange Offer; Period for Tendering Outstanding Notes

Upon the terms and subject to the conditions set forth in this prospectus and in the letter of transmittal accompanying this prospectus, we will accept any and all Outstanding Notes validly tendered and not withdrawn prior to 5:00 p.m., New York City time,

on the expiration date of the Exchange Offer. We will issue $1,000 principal amount of Exchange Notes in exchange for each $1,000 principal amount of Outstanding Notes accepted in the Exchange Offer. Holders may tender some or all of their Outstanding Notes pursuant to the Exchange Offer. However, Outstanding Notes may be tendered only in denominations of $2,000 and integral multiples of $1,000 in excess thereof.

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

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

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

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

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

As of the date of this prospectus, $375.0 million aggregate principal amount of Outstanding Notes are outstanding. This prospectus and the letter of transmittal, accompanying this prospectus, are being sent to all registered holders of Outstanding Notes. There will be no fixed record date for determining registered holders of Outstanding Notes entitled to participate in the Exchange Offer.

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

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

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

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

The Exchange Offer will remain open for at least 20 full business days. The term "expiration date" will mean 5:00 p.m., New York City time, on [ ], 2015, unless we, in our sole discretion, extend the Exchange Offer, in which case the term "expiration date" will mean the latest date and time to which the Exchange Offer is extended.

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

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

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

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

We reserve the right, in our sole discretion:

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

  (a) to delay accepting any Outstanding Notes,

  (b) to extend the Exchange Offer, or

  (c) to terminate the Exchange Offer, or

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

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

Interest on the Exchange Notes

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

Procedures for Tendering Outstanding Notes

Only a holder of Outstanding Notes may tender Outstanding Notes in the Exchange Offer. To tender in the Exchange Offer, a holder must comply with either of the following:

(1) complete, sign and date the letter of transmittal or a facsimile of the letter of transmittal, have the signature(s) on the letter of transmittal guaranteed if required by the letter of transmittal and mail or deliver such letter of transmittal or a facsimile thereof to the exchange agent at the address set forth below under "—Exchange Agent" prior to the expiration date; or

(2) comply with the ATOP procedures described below.

In addition, you must comply with one of the following conditions:

(1) the exchange agent must receive certificates for the Outstanding Notes along with the letter of transmittal prior to the expiration date;

(2) the exchange agent must receive a timely confirmation of book-entry transfer of the Outstanding Notes into the exchange agent's account at DTC under the procedures for book-entry transfer described below along with a properly transmitted agent's message prior to the expiration date; or

(3) the holder must comply with the guaranteed delivery procedures described below.

To be tendered effectively, the letter of transmittal and the required documents must be received by the exchange agent at the address set forth below under "—Exchange Agent" prior to the expiration date.

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

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

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

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

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

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

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

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

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

Guaranteed Delivery Procedures

If a registered holder of the Outstanding Notes desires to tender Outstanding Notes and the Outstanding Notes are not immediately available, or time will not permit that holder's Outstanding Notes or other required documents to reach the exchange agent prior to 5:00 p.m., New York City time, on the expiration date, or the procedure for book-entry transfer cannot be completed on a timely basis, a tender may be effected if:

(1) the tender is made through an Eligible Guarantor Institution;

(2) prior to 5:00 pm, New York City time, on the expiration date, the exchange agent receives from that Eligible Guarantor Institution a properly completed and duly executed notice of guaranteed delivery, substantially in the form provided by us, by fax transmission, mail or hand delivery, setting forth the name and address of the holder of Outstanding Notes and the amount of the Outstanding Notes tendered and stating that the tender is being made by guaranteed delivery, with a guarantee that within three New York Stock Exchange trading days after the expiration date, the certificates representing the Outstanding Notes in proper form for transfer or a book-entry confirmation and any other documents required by the letter of transmittal will be deposited by the Eligible Guarantor Institution with the exchange agent; and

(3) the exchange agent receives the properly completed and executed letter of transmittal as well as certificates representing all tendered Outstanding Notes in proper form for transfer, or a book-entry confirmation, and all other documents required by the letter of transmittal within three New York Stock Exchange trading days after the expiration date.

Withdrawal of Tenders

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

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

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

(2) identify the Outstanding Notes to be withdrawn, including the certificate number(s) and principal amount of the Outstanding Notes, or, in the case of Outstanding Notes transferred by book-entry transfer, the name and number of the account at DTC to be credited;

(3) be signed by the holder in the same manner as the original signature on the letter of transmittal by which the Outstanding Notes were tendered, including any required signature guarantees, or be accompanied by documents of transfer sufficient to have the trustee with respect to the Outstanding Notes register the transfer of the Outstanding Notes into the name of the person withdrawing the tender; and

(4) specify the name in which any Outstanding Notes are to be registered, if different from that of the person depositing the Outstanding Notes to be withdrawn.

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

Representations

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

(1) you or any other person acquiring Exchange Notes in exchange for your Outstanding Notes in the Exchange Offer is acquiring them in the ordinary course of business;

(2) neither you nor any other person acquiring Exchange Notes in exchange for your Outstanding Notes in the Exchange Offer is engaging in or intends to engage in a distribution of the Exchange Notes within the meaning of the federal securities laws;

(3) neither you nor any other person acquiring Exchange Notes in exchange for your Outstanding Notes has an arrangement or understanding with any person to participate in the distribution of Exchange Notes issued in the Exchange Offer;

(4) neither you nor any other person acquiring Exchange Notes in exchange for your Outstanding Notes is our "affiliate" as defined under Rule 405 of the Securities Act; and

(5) if you or another person acquiring Exchange Notes in exchange for your Outstanding Notes is a broker-dealer and you acquired the Outstanding Notes as a result of market-making activities or other trading activities, you acknowledge that you will deliver a prospectus meeting the requirements of the Securities Act in connection with any resale of the Exchange Notes.

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

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

(1) may not rely on the applicable interpretations of the staff of the SEC and therefore may not participate in the Exchange Offer; and

(2) must comply with the registration and prospectus delivery requirements of the Securities Act or an exemption therefrom when reselling the Outstanding Notes.

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

Conditions to the Exchange Offer

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

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

  (1) seeking to restrain or prohibit the making or completion of the Exchange Offer or any other transaction contemplated by the Exchange Offer, or assessing or seeking any damages as a result of this transaction; or

  (2) resulting in a material delay in our ability to accept for exchange or exchange some or all of the Outstanding Notes in the Exchange Offer; or

  (3) any statute, rule, regulation, order or injunction has been sought, proposed, introduced, enacted, promulgated or deemed applicable to the Exchange Offer or any of the transactions contemplated by the Exchange Offer by any governmental authority, domestic or foreign; or

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

  (1) any general suspension of or general limitation on prices for, or trading in, securities on any national securities exchange or in the over-the-counter market; or

  (2) any limitation by a governmental authority which adversely affects our ability to complete the transactions contemplated by the Exchange Offer; or

  (3) a declaration of a banking moratorium or any suspension of payments in respect of banks in the United States or any limitation by any governmental agency or authority which adversely affects the extension of credit; or

  (4) a commencement of a war, armed hostilities or other similar international calamity directly or indirectly involving the United States, or, in the case of any of the preceding events existing at the time of the commencement of the Exchange Offer, a material acceleration or worsening of these calamities; or

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

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

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

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

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

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

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

Accounting Treatment

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

Transfer Taxes

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

Exchange Agent

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

U.S. BANK NATIONAL ASSOCIATION, EXCHANGE AGENT

By Registered or Certified Mail, Hand Delivery or Overnight Courier:

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

For Information Call:
(800) 934-6802

Facsimile Transmission:
(for eligible institutions only)
(651) 495-8158

Confirm by Telephone:
(800) 934-6802

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

Fees and Expenses

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

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

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

Consequences of Failure to Exchange

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

(1) to us upon redemption thereof or otherwise;

(2) so long as the outstanding securities are eligible for resale pursuant to Rule 144A, to a person inside the United States who is a qualified institutional buyer within the meaning of Rule 144A under the Securities Act in a transaction meeting the requirements of Rule 144A, in accordance with Rule 144 under the Securities Act;

(3) outside the United States to a non-U.S. person in a transaction meeting the requirements of Rule 904 under the Securities Act;

(4) to an institutional “accredited investor” within the meaning of Rule 501 under the Securities Act that is acquiring the Outstanding Notes for investment purposes and not with a view to, or for offer or sale in connection with, any distribution in violation of the Securities Act;

(5) pursuant to another exemption from the registration requirements of the Securities Act, which other exemption is based upon an opinion of counsel reasonably acceptable to us; or

(6) pursuant to an effective registration statement under the Securities Act, in each case in accordance with any applicable securities laws of any state of the United States.

USE OF PROCEEDS

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

CAPITALIZATION

The following table describes our cash and cash equivalents and our consolidated capitalization as of March 31, 2015:

- on an actual basis; and
- on an adjusted basis to give effect to the 2015 Equity Offering and certain other transactions noted in this prospectus (including the issuance and sale of the Outstanding Notes).

You should read this table in conjunction with "Selected Consolidated Financial Data," "Management's Discussion and Analysis of Financial Condition and Results of Operations" and the consolidated financial statements and the related notes thereto of Acadia, CRC and Partnerships in Care, included in this prospectus or in our Annual Report on Form 10-K for the fiscal year ended December 31, 2014, our Quarterly Report on Form 10-Q for the quarter ended March 31, 2015 or our other filings with the SEC, which are incorporated by reference in this prospectus.

	As of March 31, 2015	
	Actual	As Adjusted(1)
	(Unaudited) (Dollars in thousands, except per share data)	
Cash and cash equivalents	$ 38,032	$ 145,778
Debt:		
Amended and Restated Senior Credit Facility:		
Senior Secured Term A Loans	519,058	519,058
Senior Secured Term B Loans	496,293	496,293
Senior Secured Revolving Line of Credit	93,000	—
12.875% Senior Notes due 2018	96,475	96,475
6.125% Senior Notes due 2021	150,000	150,000
5.125% Senior Notes due 2022	300,000	300,000
5.625% Senior Notes due 2023	375,000	375,000
9.0% and 9.5% Revenue Bonds	24,164	24,164
Total debt (including current portion)	$ 2,053,990	$ 1,960,990
Stockholders' Equity:		
Common stock, $0.01 par value per share; 90,000,000 shares authorized and 59,161,654 shares issued and outstanding, actual and as adjusted	$ 654	$ 699
Preferred stock, $0.01 par value per share; 10,000,000 shares authorized; no shares issued and outstanding	—	—
Additional paid-in capital	1,230,856	1,518,557
Accumulated other comprehensive loss	(97,759)	(97,759)
Retained earnings	116,036	116,036
Total Equity	1,249,787	1,537,533
Total capitalization	$ 3,303,777	$ 3,498,523

(1) Reflects the issuance and sale of 5,175,000 shares of common stock in the 2015 Equity Offering and the repayment of the outstanding indebtedness under our Senior Secured Revolving Line of Credit of $180.0 million, which includes $93.0 million outstanding as of March 31, 2015 and $87.0 million borrowed in April and May 2015 to fund the acquisitions of Choice, Pastoral and Mildmay Oaks. The remaining proceeds of $151.1 million are reflected as an adjustment to cash and cash equivalents.

SELECTED CONSOLIDATED FINANCIAL DATA

The selected consolidated financial data presented below for the years ended December 31, 2014, 2013 and 2012, and as of December 31, 2014, 2013 and 2012, is derived from our audited consolidated financial statements included in our Annual Report on Form 10-K for the fiscal year ended December 31, 2014. The selected consolidated financial data for the years ended December 31, 2011 and 2010, and as of December 31, 2011 and 2010, is derived from our audited consolidated financial statements not included in our Annual Report on Form 10-K for the fiscal year ended December 31, 2013. We have derived the selected consolidated financial data presented below as of and for the three months ended March 31, 2014 and 2015 from Acadia Healthcare Company, Inc.'s unaudited interim condensed consolidated financial statements included in our Quarterly Report on Form 10-Q for the three months ended March 31, 2015. The results for the three months ended March 31, 2015 are not necessarily indicative of the results that may be expected for the entire fiscal year. The audited financial statements for the periods presented have been reclassified for discontinued operations. The selected consolidated financial data below should be read in conjunction with "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our consolidated financial statements and the related notes thereto, included in our Annual Report on Form 10-K for the fiscal year ended December 31, 2014 and Quarterly Report on Form 10-Q for the three months ended March 31, 2015, which are incorporated by reference in this prospectus. The selected consolidated financial data presented below does not give effect to our acquisitions prior to the respective date of such acquisitions. On May 13, 2011, the Company elected to convert from a Delaware limited liability company to a Delaware corporation in accordance with Delaware law.

	Year Ended December 31,					Three Months Ended March 31,	
	2010	2011	2012	2013	2014	2014	2015
	(In thousands, except per share data)						
Income Statement Data:							
Revenue before provision for doubtful accounts	$64,342	$219,704	$413,850	$ 735,109	$1,030,784	$ 206,119	$ 374,158
Provision for doubtful accounts	(2,239)	(3,206)	(6,389)	(21,701)	(26,183)	(4,701)	(8,375)
Revenue	62,103	216,498	407,461	713,408	1,004,601	201,418	365,783
Salaries, wages and benefits(1)	38,661	152,609	239,639	407,962	575,412	117,575	205,871
Professional fees	1,675	8,896	19,019	37,171	52,482	10,382	22,427
Supplies	3,699	11,349	19,496	37,569	48,422	10,064	16,254
Rents and leases	1,288	5,576	7,838	10,049	12,201	2,769	5,886
Other operating expenses	6,870	20,171	42,777	80,572	110,654	23,110	40,527
Depreciation and amortization	976	4,278	7,982	17,090	32,667	5,436	13,104
Interest expense, net	738	9,191	29,769	37,250	48,221	9,707	22,146
Debt extinguishment costs	—	—	—	9,350	—	—	—
Gain on foreign currency derivatives	—	—	—	—	(15,262)	—	(53)
Sponsor management fees	120	1,347	—	—	—	—	—
Transaction-related expenses	918	41,547	8,112	7,150	13,650	1,579	18,416
Income (loss) from continuing operations, before income taxes	7,158	(38,466)	32,829	69,245	126,154	20,796	21,205
Provision for (benefit from) income taxes(2)	477	(5,272)	12,325	25,975	42,922	7,775	6,613
Income (loss) from continuing operations	6,681	(33,194)	20,504	43,270	83,232	13,021	14,592
Income (loss) from discontinued operations, net of income taxes	(471)	(1,698)	(101)	(691)	(192)	37	2
Net income (loss)	$ 6,210	$ (34,892)	$ 20,403	$ 42,579	$ 83,040	$ 13,058	$ 14,594
Income (loss) from continuing operations per share basic	$ 0.38	$ (1.77)	$ 0.53	$ 0.87	$ 1.51	$ 0.26	$ 0.23
Income (loss) from continuing operations per share diluted	$ 0.38	$ (1.77)	$ 0.53	$ 0.86	$ 1.50	$ 0.26	$ 0.23
Balance Sheet Data (as of end of period):							
Cash and cash equivalents	$ 8,614	$ 61,118	$ 49,399	$ 4,569	$ 94,040	$ 7,243	$ 38,032
Total assets	45,395	412,996	983,413	1,224,659	2,223,590	1,282,945	3,627,145
Total debt	9,984	277,459	473,318	617,136	1,096,270	663,196	2,053,990
Total equity	25,107	96,365	432,550	480,710	880,965	496,150	1,249,787

(1) Salaries, wages and benefits include equity-based compensation expense of $17.3 million, $2.3 million, $5.2 million, $10.1 million, $1.8 million and $3.9 million for the years ended December 31, 2011, 2012, 2013 and 2014 and the three months ended March 31, 2014 and 2015, respectively.

(2) On April 1, 2011, the Company and its wholly-owned limited liability company subsidiaries elected to be taxed as a corporation for federal and state income tax purposes, and, therefore, income taxes became the obligation of the Company subsequent to April 1, 2011.

DESCRIPTION OF OTHER INDEBTEDNESS

Amended and Restated Senior Credit Facility

We entered into a Senior Secured Credit Facility (the "Senior Secured Credit Facility"), administered by Bank of America, N.A., on April 1, 2011. On December 31, 2012, we entered into an Amended and Restated Credit Agreement (the "Amended and Restated Credit Agreement"), which amended and restated the Senior Secured Credit Facility (the "Amended and Restated Senior Credit Facility").

On February 13, 2014, we entered into the Fourth Amendment to the Amended and Restated Credit Agreement (the "Fourth Amendment"), to increase the size of the Amended and Restated Senior Credit Facility and extend the maturity date thereof, which resulted in us having a revolving line of credit of up to $300.0 million and term loans of $300.0 million. The Fourth Amendment also reduced the interest rates applicable to the Amended and Restated Senior Credit Facility and provided increased flexibility to us in terms of the financial and other restrictive covenants. The Fourth Amendment also provides for a $150.0 million incremental credit facility, with the potential for unlimited additional incremental amounts, provided we meet certain financial ratios, in each case subject to customary conditions precedent to borrowing.

On June 16, 2014, we entered into the Fifth Amendment to the Amended and Restated Credit Agreement (the "Fifth Amendment"). The Fifth Amendment specifically permitted the acquisition of Partnerships in Care, gave us the ability to incur a tranche of term loan B debt in the future through its incremental credit facility, and modified certain of the restrictive covenants on miscellaneous investments and incurrence of miscellaneous liens. The restrictive covenants on investments in joint ventures and foreign subsidiaries were also amended such that we may now invest, in any given fiscal year, up to five percent (5%) of our total assets in both joint ventures and foreign subsidiaries, respectively; provided that the aggregate amount of investments in both joint ventures and foreign subsidiaries, respectively, may not exceed ten percent (10%) of its total assets over the life of the Amended and Restated Senior Credit Facility; provided further that the aggregate amount of investments made in both joint ventures and foreign subsidiaries collectively pursuant to the foregoing may not exceed fifteen percent (15%) of our total assets. Finally, the Fifth Amendment provided increased flexibility to us in terms of our financial covenants.

On December 15, 2014, we entered into a Sixth Amendment to our Amended and Restated Credit Agreement (the "Sixth Amendment"). Pursuant to the Sixth Amendment, we incurred $235.0 million of additional term loans. A portion of the additional term loan advance was used to prepay our outstanding revolving loans, and a portion of the additional term loan advance was held as cash on our consolidated balance sheet. The Sixth Amendment also specifically permitted the acquisition of CRC. In connection with the acquisition of CRC, the Sixth Amendment (i) imposed a temporary reserve on our revolving credit facility in the amount of $110.0 million in order to preserve such reserved amounts for later borrowings to partially fund the consideration for the acquisition of CRC (subject to limited conditionality provisions) (the reserve is no longer in effect due to the acquisition of CRC), (ii) permitted the incurrence of an additional incremental term loan facility under the Amended and Restated Credit Agreement partially to fund the consideration for the acquisition of CRC (subject to limited conditionality provisions) and (iii) permitted our issuance of additional senior unsecured indebtedness or senior unsecured bridge indebtedness partially to fund the consideration for the acquisition of CRC.

On February 6, 2015, we entered into the Seventh Amendment to our Amended and Restated Credit Agreement (the "Seventh Amendment"). The Seventh Amendment added Citibank, N.A. as an "L/C Issuer" under the Amended and Restated Credit Agreement in order to permit the rollover of CRC's existing letters of credit into the Amended and Restated Credit Agreement and increased both our Letter of Credit Sublimit and Swing Line Sublimit to $20.0 million.

On February 11, 2015, we entered into the First Incremental Amendment to our Amended and Restated Credit Agreement (the "First Incremental Amendment"). The First Incremental Amendment activated a new $500.0 million incremental Term Loan B facility (the "TLB Facility") that was added to the Amended and Restated Senior Secured Credit Facility, subject to limited conditionality provisions. Borrowings under the TLB Facility were used to fund a portion of the purchase price for our acquisition of CRC.

On April 22, 2015, we entered into an Eighth Amendment to our Amended and Restated Credit Agreement (the "Eighth Amendment"). The Eighth Amendment changed the definition of "Change of Control" in part to remove a provision whose purpose was, when calculating whether a majority of incumbent directors have approved new directors, that any incumbent director that became a director as a result of a threatened or actual proxy contest was not counted in such calculation.

We had $198.1 million of availability under the revolving line of credit as of March 31, 2015. Borrowings under the revolving line of credit are subject to customary conditions precedent to borrowing. The Amended and Restated Credit Agreement requires quarterly term loan principal repayments of our outstanding term loan A loans ("TLA Facility") of $6.7 million for March 31, 2015 to December 31, 2015, $10.0 million for March 31, 2016 to December 31, 2016, $13.4 million for March 31, 2017 to December 31, 2017, and $16.7 million for March 31, 2018 to December 31, 2018, with the remaining principal balance of the TLA Facility due on the maturity date of February 13, 2019. On December 15, 2014, prior to the execution of the Sixth Amendment, we prepaid the December 31, 2014 quarterly TLA Facility principal payment of $1.9 million. We are required to repay the TLB Facility in equal quarterly installments of $1.3 million on the last business day of each March, June, September and December, with the outstanding principal balance of the TLB Facility due on February 11, 2022.

Borrowings under the Amended and Restated Credit Agreement are guaranteed by each of our wholly-owned domestic subsidiaries (other than certain excluded subsidiaries) and are secured by a lien on substantially all of our and such subsidiaries' assets. Borrowings with respect to the TLA Facility and our revolving credit facility (collectively, "Pro Rata Facilities") under the Amended and Restated Credit Agreement bear interest at a rate tied to Acadia's Consolidated Leverage Ratio (defined as consolidated funded debt net of up to $40.0 million of unrestricted and unencumbered cash to consolidated EBITDA, in each case as defined in the Amended and Restated Credit Agreement). The Applicable Rate (as defined in the Amended and Restated Credit Agreement) for the Pro Rata Facilities was 3.25% for Eurodollar Rate Loans (as defined in the Amended and Restated Credit Agreement) and 2.25% for Base Rate Loans (as defined in the Amended and Restated Credit Agreement) at March 31, 2015. Eurodollar Rate Loans with respect to the Pro Rata Facilities bear interest at the Applicable Rate plus the Eurodollar Rate (as defined in the Amended and Restated Credit Agreement) (based upon the LIBOR Rate (as defined in the Amended and Restated Credit Agreement) prior to commencement of the interest rate period). Base Rate Loans with respect to the Pro Rata Facilities bear interest at the Applicable Rate plus the highest of (i) the federal funds rate plus 0.50%, (ii) the prime rate and (iii) the Eurodollar Rate plus 1.0%. As of March 31, 2015, the Pro Rata Facilities bore interest at a rate of LIBOR plus 3.25%. In addition, we are required to pay a commitment fee on undrawn amounts under our revolving credit facility. We paid a commitment fee of 0.50% for undrawn amounts for the period from January 1, 2013 through February 12, 2014 and 0.40% for undrawn amounts for the period from February 13, 2014 through the date of the Sixth Amendment. Borrowings under the Pro Rata Facilities mature on February 13, 2019.

The interest rates and the unused line fee on unused commitments related to the Pro Rata Facilities are based upon the following pricing tiers:

Pricing Tier	Consolidated Leverage Ratio	Eurodollar Rate Loans	Base Rate Loans	Commitment Fee
1	< 3.50:1.0	2.25%	1.25%	0.30%
2	3.50:1.0 but < 4.00:1.0	2.50%	1.50%	0.35%
3	4.00:1.0 but < 4.50:1.0	2.75%	1.75%	0.40%
4	4.50:1.0 but < 5.25:1.0	3.00%	2.00%	0.45%
5	5.25:1.0	3.25%	2.25%	0.50%

Eurodollar Rate Loans with respect to the TLB Facility bear interest at the TLB Applicable Rate (as defined below) plus the Eurodollar Rate (subject to a floor of 0.75% and based upon the LIBOR Rate prior to commencement of the interest rate period). Base Rate Loans bear interest at the TLB Applicable Rate plus the highest of (i) the federal funds rate plus 0.50%, (ii) the prime rate and (iii) the Eurodollar Rate plus 1.0%. As used herein, the term "TLB Applicable Rate" means, with respect to Eurodollar Rate Loans, 3.50%, and with respect to Base Rate Loans, 2.50%.

The lenders who provided the TLB Facility are not entitled to benefit from our maintenance of its financial covenants under the Amended and Restated Credit Agreement. Accordingly, if we fail to maintain its financial covenants, such failure shall not constitute an event of default under the Amended and Restated Credit Agreement with respect to the TLB Facility until and unless the Amended and Restated Senior Credit Facility is accelerated or the commitment of the lenders to make further loans is terminated.

The Amended and Restated Credit Agreement requires us and our subsidiaries to comply with customary affirmative, negative and financial covenants, including a fixed charge coverage ratio, consolidated leverage ratio and consolidated senior secured leverage ratio. We may be required to pay all of our indebtedness immediately if we default on any of the numerous financial or other restrictive covenants contained in any of its material debt agreements. We may be required to pay all of our indebtedness immediately if we default on any of the numerous financial or other restrictive covenants contained in any of our material debt agreements. Set forth below is a brief description of such covenants, all of which are subject to customary exceptions, materiality thresholds and qualifications:

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

b) the negative covenants include limitations on the following: (i) liens; (ii) debt (including guaranties); (iii) investments; (iv) fundamental changes (including mergers, consolidations and liquidations); (v) dispositions; (vi) sale leasebacks; (vii) affiliate transactions; (viii) burdensome agreements; (ix) restricted payments; (x) use of proceeds; (xi) ownership of subsidiaries; (xii) changes to line of business; (xiii) changes to organizational documents, legal name, state of formation, form of entity and fiscal year; (xiv) prepayment or redemption of certain senior unsecured debt; and (xv) amendments to certain material agreements. We are generally not permitted to issue dividends or distributions other than with respect to the following: (w) certain tax distributions; (x) the repurchase of equity held by employees, officers or directors upon the occurrence of death, disability or termination subject to cap of $500,000 in any fiscal year and compliance with certain other conditions; (y) in the form of capital stock; and (z) scheduled payments of deferred purchase price, working capital adjustments and similar payments pursuant to the merger agreement or any permitted acquisition.

c) The financial covenants include maintenance of the following:

- the fixed charge coverage ratio may not be less than 1.25:1.00 as of the end of any fiscal quarter;
- the total leverage ratio may not be greater than the following levels as of the end of each fiscal quarter listed below:

	March 31	June 30	September 30	December 31
2014	N/A	N/A	5.75x	5.50x
2015	6.75x	6.75x	6.50x	6.00x
2016	6.00x	6.00x	6.00x	5.50x
2017	5.50x	5.50x	5.50x	5.00x
2018	5.00x	5.00x	5.00x	4.50x

- the secured leverage ratio may not be greater than the following levels as of the end of each fiscal quarter listed below:

June 30, 2014 - September 30, 2015	3.75x
December 31, 2015 and each fiscal quarter thereafter	3.50x

As of March 31, 2015, we were in compliance with all of the above covenants.

12.875% Senior Notes due 2018

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

The indenture governing the 12.875% Senior Notes contains covenants that, among other things, limit our ability and the ability of our restricted subsidiaries to: (i) pay dividends, redeem stock or make other distributions or investments;

(ii) incur additional debt or issue certain preferred stock; (iii) transfer or sell assets; (iv) engage in certain transactions with affiliates; (v) create restrictions on dividends or other payments by the restricted subsidiaries; (vi) merge, consolidate or sell substantially all of our assets; and (vii) create liens on assets.

The 12.875% Senior Notes issued by us are guaranteed by each of our subsidiaries that guarantee our obligations under the Amended and Restated Senior Credit Facility. The guarantees are full and unconditional and joint and several.

On March 12, 2013, we redeemed $52.5 million in principal amount of the 12.875% Senior Notes using a portion of the net proceeds of our December 2012 equity offering pursuant to the provision in the indenture permitting an optional redemption with equity proceeds of up to 35% of the principal amount of 12.875% Senior Notes. The 12.875% Senior Notes were redeemed at a redemption price of 112.875% of the principal amount thereof plus accrued and unpaid interest to, but not including, the redemption date in accordance with the provisions of the indenture governing the 12.875% Senior Notes. As part of the redemption of 35% of the 12.875% Senior Notes, we recorded a debt extinguishment charge of $9.4 million, including the premium and write-off of deferred financing costs, which was recorded in debt extinguishment costs in the consolidated statements of income.

6.125% Senior Notes due 2021

On March 12, 2013, we issued $150.0 million of 6.125% Senior Notes due 2021. The 6.125% Senior Notes mature on March 15, 2021 and bear interest at a rate of 6.125% per annum, payable semi-annually in arrears on March 15 and September 15 of each year.

The indenture governing the 6.125% Senior Notes contains covenants that, among other things, limit our ability and the ability of our restricted subsidiaries to: (i) pay dividends, redeem stock or make other distributions or investments; (ii) incur additional debt or issue certain preferred stock; (iii) transfer or sell assets; (iv) engage in certain transactions with affiliates; (v) create restrictions on dividends or other payments by the restricted subsidiaries; (vi) merge, consolidate or sell substantially all of our assets; and (vii) create liens on assets.

The 6.125% Senior Notes issued by us are guaranteed by each of our subsidiaries that guarantee our obligations under the Amended and Restated Credit Facility. The guarantees are full and unconditional and joint and several.

We may redeem the 6.125% Senior Notes at our option, in whole or part, at any time prior to March 15, 2016, at a price equal to 100% of the principal amount of the 6.125% Senior Notes redeemed, plus accrued and unpaid interest to the redemption date and plus an applicable premium. We may redeem the 6.125% Senior Notes, in whole or in part, on or after March 15, 2016, at the redemption prices set forth in the indenture governing the 6.125% Senior Notes plus accrued and unpaid interest to the redemption date. At any time on or before March 15, 2016, we may elect to redeem up to 35% of the aggregate principal amount of the 6.125% Senior Notes at a redemption price equal to 106.125% of the principal amount thereof, plus accrued and unpaid interest to the redemption date, with the net proceeds of one or more equity offerings.

5.125% Senior Notes due 2022

On July 1, 2014, we issued $300.0 million of 5.125% Senior Notes due 2022. The 5.125% Senior Notes mature on July 1, 2022 and bear interest at a rate of 5.125% per annum, payable semi-annually in arrears on January 1 and July 1 of each year.

The indenture governing the 5.125% Senior Notes contains covenants that limit, among other things, our ability and the ability of our restricted subsidiaries to: (i) pay dividends, redeem stock or make other distributions or investments; (ii) incur additional debt or issue certain preferred stock; (iii) transfer or sell assets; (iv) engage in certain transactions with affiliates; (v) create restrictions on dividends or other payments by the restricted subsidiaries; (vi) merge, consolidate or sell substantially all of our assets and (vii) create liens on assets.

The 5.125% Senior Notes issued by us are guaranteed by each of our subsidiaries that guarantee our obligations under the Amended and Restated Credit Facility. The guarantees are full and unconditional and joint and several.

We may redeem the 5.125% Senior Notes at our option, in whole or part, at any time prior to July 1, 2017, at a price equal to 100% of the principal amount of the 5.125% Senior Notes redeemed, plus accrued and unpaid interest to the

redemption date and plus an applicable premium. We may redeem the 5.125% Senior Notes, in whole or in part, on or after July 1, 2017, at the redemption prices set forth in the indenture governing the 5.125% Senior Notes plus accrued and unpaid interest to the redemption date. At any time on or before July 1, 2017, we may elect to redeem up to 35% of the aggregate principal amount of the 5.125% Senior Notes at a redemption price equal to 105.125% of the principal amount thereof, plus accrued and unpaid interest to the redemption date, with the net proceeds of one or more equity offerings.

9.0% and 9.5% Revenue Bonds

On November 11, 2012, in connection with the acquisition of Park Royal, we assumed debt of $23.0 million. The fair market value of the debt assumed was $25.6 million and resulted in a debt premium balance being recorded as of the acquisition date. The debt consisted of $7.5 million and $15.5 million of Lee County (Florida) Industrial Development Authority Healthcare Facilities Revenue Bonds, Series 2010 with stated interest rates of 9.0% and 9.5%, respectively (the “the 9.0% and 9.5% Revenue Bonds”). The 9.0% bonds in the amount of $7.5 million have a maturity date of December 1, 2030 and require yearly principal payments beginning in 2013. The 9.5% bonds in the amount of $15.5 million have a maturity date of December 1, 2040 and require yearly principal payments beginning in 2031. The principal payments establish a bond-sinking fund to be held with the trustee and shall be sufficient to redeem the principal amounts of the 9.0% and 9.5% Revenue Bonds on their respective maturity dates. As of December 31, 2014 and 2013, $2.3 million was recorded within other assets on the balance sheet related to the debt service reserve fund requirements. The yearly principal payments, which establish a bond sinking fund, will increase the debt service reserve fund requirements. The bond premium amount of $2.6 million is amortized as a reduction of interest expense over the life of the 9.0% and 9.5% Revenue Bonds using the effective interest method.

DESCRIPTION OF THE EXCHANGE NOTES

Acadia Healthcare Company, Inc. issued the Outstanding Notes under an indenture among the Company, U.S. Bank National Association, as trustee and the Guarantors. The Exchange Notes are to be issued under the same indenture pursuant to which the Outstanding Notes were issued. The terms of the Exchange Notes include those stated in the indenture and those made part of the indenture by reference to the Trust Indenture Act of 1939, as amended (the "TIA").

The Outstanding Notes were originally issued in an aggregate principal amount of $375,000,000 in a private transaction not subject to registration requirements of the Securities Act of 1933, as amended. The form and terms of the Exchange Notes are the same as the form and terms of the Outstanding Notes except that the Exchange Notes will be registered under the Securities Act. As a result, the Exchange Notes will not bear legends restricting their transfer and will not contain the registration rights and additional interest provisions of the Outstanding Notes. The Exchange Notes will evidence the same debt as the Outstanding Notes.

The following description is a summary of the material provisions of the indenture. It does not restate such agreement in its entirety. We urge you to read the indenture because it, and not this description, defines your rights as holders of the Exchange Notes. Copies of the indenture are available as set forth below under the caption "Additional Information." Certain defined terms used in this description but not defined below under the caption "—Certain Definitions" have the meanings assigned to them in the indenture. In this description, the term "the Company" refers only to Acadia Healthcare Company, Inc., and any successor obligor on the notes, and not to any of its subsidiaries. References in this "Description of the Exchange Notes" to the "notes" include the Outstanding Notes and the Exchange Notes.

The registered holder of an Exchange Note will be treated as the owner of it for all purposes. Only registered holders will have rights under the indenture.

Brief Description of the Notes and the Note Guarantees

The Notes

The notes:

- were issued by the Company;
- are general unsecured obligations of the Company;
- are senior in right of payment to any existing and future subordinated Indebtedness of the Company;
- are *pari passu* in right of payment with all existing and future senior Indebtedness of the Company;
- are structurally subordinated to all existing and future Indebtedness, claims of holders of Preferred Stock and other liabilities of Subsidiaries of the Company that do not guarantee the notes;
- are effectively subordinated to all existing and future Secured Indebtedness (including any borrowings under the Credit Agreement) and other secured obligations of the Company to the extent of the value of the collateral securing such Secured Indebtedness or other secured obligations, as the case may be; and
- are unconditionally guaranteed by the Guarantors.

The Note Guarantees

The notes are guaranteed by all of the Company's wholly owned Domestic Subsidiaries (other than any Insurance Subsidiary or any HUD Financing Subsidiary) that guarantee the Credit Facilities. The notes are not guaranteed by Park Royal, which is prohibited from guaranteeing the notes under the terms of its outstanding loans from the Lee County Industrial Authority, and certain other subsidiaries of the Company with no material assets or operations, as none of such subsidiaries guarantee the Company's Credit Facilities. Partnerships in Care and its subsidiaries, all of which are non-U.S. entities, do not guarantee the notes.

Each Note Guarantee of a Guarantor:

- is senior in right of payment to any existing and future subordinated Indebtedness of that Guarantor;
- is a general unsecured obligation of that Guarantor;
- is *pari passu* in right of payment with all existing and future senior Indebtedness of that Guarantor, including its guarantee of Indebtedness under the Credit Agreement; and
- is effectively subordinated to all existing and future Secured Indebtedness of that Guarantor (including that Guarantor's respective guarantee under the Credit Facilities) and other secured obligations to the extent of the value of the collateral securing such Secured Indebtedness or other secured obligations, as the case may be.

As of the Issue Date, all of the Company's Subsidiaries were "Restricted Subsidiaries." However, under the circumstances described below under the caption "—Certain Covenants—Designation of Restricted and Unrestricted Subsidiaries," the Company is permitted to designate certain of its Subsidiaries as "Unrestricted Subsidiaries." The Unrestricted Subsidiaries, if any, will not be subject to many of the restrictive covenants in the indenture and will not guarantee the notes.

Principal, Maturity and Interest

The Company issued $375.0 million in aggregate principal amount of Outstanding Notes on February 11, 2015. The Company may issue additional notes under the indenture from time to time. Any issuance of additional notes is subject to all of the covenants in the indenture, including the covenant described below under the caption "—Certain Covenants—Incurrence of Indebtedness and Issuance of Preferred Stock." Any Outstanding Notes that remain outstanding after the completion of the Exchange Offer, together with the Exchange Notes, and any additional notes subsequently issued under the indenture will be treated as a single class for all purposes under the indenture, including, without limitation, waivers, amendments, redemptions and offers to purchase; *provided, however,* that if such additional notes are not fungible with the other notes of the same series for U.S. federal income tax purposes, such additional notes will not have the same "CUSIP" number as the other notes. The Company issued notes in denominations of $2,000 and integral multiples of $1,000 in excess of $2,000. The notes will mature on February 15, 2023.

Interest on the notes accrues at the rate of 5.625% *per annum* and is payable semi-annually in arrears on each February 15 and August 15, commencing on August 15, 2015 (each an "interest payment date"). Interest on overdue principal and interest will accrue at a rate that is 1.0% higher than the then applicable interest rate on the notes. The Company will make each interest payment due on an interest payment date to the holders of record as of the close of business on the immediately preceding February 1 and August 1 (whether or not a business day).

Interest on the notes accrues from the date of original issuance or, if interest has already been paid or duly provided for, from the date it was most recently paid or duly provided for. Interest will be computed on the basis of a 360-day year comprised of twelve 30-day months.

Methods of Receiving Payments on the Notes

All payments on the notes are made at the office or agency of the paying agent within the City and State of New York unless the Company elects to make interest payments due on an interest payment date by check mailed to the persons entitled thereto at their address set forth in the register of holders, *provided*, that if a holder of notes has given wire transfer instructions to the paying agent at least five business days prior to an interest payment date, the Company will pay all interest on, that holder's notes due on an interest payment date in accordance with those instructions, and *provided further*, that all payments on the notes represented by one or more global notes registered in the name of or held by DTC or its nominee will be made by wire transfer of immediately available funds to the accounts specified by the holder or holders thereof.

Paying Agent and Registrar for the Notes

The trustee currently acts as paying agent and registrar. The Company may change the paying agent or registrar without prior notice to the holders of the notes, and the Company or any of its Subsidiaries may act as paying agent or registrar.

Transfer and Exchange

A holder may transfer or exchange notes in accordance with the provisions of the indenture. The registrar and the trustee may require a holder, among other things, to furnish appropriate endorsements and transfer documents in connection with a transfer of notes. Holders will be required to pay all taxes due on transfer. The Company will not be required to transfer or exchange any note selected for redemption, except the unredeemed portion of any note being redeemed in part. Also, the Company will not be required to transfer or exchange any note for a period of 15 days before a selection of notes to be redeemed.

Note Guarantees

The notes are guaranteed by each of the Company's current and future wholly owned Domestic Subsidiaries (other than Park Royal, any Insurance Subsidiary, HUD Financing Subsidiary or Unrestricted Subsidiary) that guarantees the Credit Facilities. These Note Guarantees are joint and several obligations of the Guarantors. The obligations of each Guarantor under its Note Guarantee are limited as necessary to prevent that Note Guarantee from constituting a fraudulent conveyance under applicable law. See "Risk Factors—Risks Relating to the Exchange Notes—Federal and state statutes allow courts, under specific circumstances, to void the notes and the guarantees."

A Guarantor may not sell or otherwise dispose of all or substantially all of its assets to, or consolidate with or merge with or into (whether or not such Guarantor is the surviving Person) another Person, other than the Company or another Guarantor, unless:

(1) immediately after giving effect to such transaction, no Default or Event of Default exists; and

(2) either:

  (a) the Person acquiring the property in any such sale or disposition or the Person formed by or surviving any such consolidation or merger unconditionally assumes all the obligations of that Guarantor under its Note Guarantee and the indenture pursuant to a supplemental indenture; or

  (b) the Net Proceeds of such sale or other disposition are applied, if required, in accordance with the applicable provisions of the indenture.

Notwithstanding the preceding sentence, any Guarantor may transfer real property that is the subject of a HUD Financing to a HUD Financing Subsidiary in connection with a HUD Financing permitted to be incurred pursuant to the covenant under the caption "—Certain Covenants—Incurrence of Indebtedness and Issuance of Preferred Stock."

The Note Guarantee of a Guarantor will be released:

(1) in connection with any sale or other disposition of all or substantially all of the assets of that Guarantor, by way of merger, consolidation or otherwise, to a Person that is not (either before or after giving effect to such transaction) the Company or a Restricted Subsidiary of the Company, if the sale or other disposition does not violate the "Asset Sales" provisions of the indenture;

(2) in connection with any sale or other disposition of Capital Stock of that Guarantor to a Person that is not (either before or after giving effect to such transaction) the Company or a Restricted Subsidiary of the Company, if the sale or other disposition does not violate the "Asset Sales" provisions of the indenture and the Guarantor ceases to be a Restricted Subsidiary of the Company as a result of the sale or other disposition;

(3) if the Company designates any Restricted Subsidiary that is a Guarantor to be an Unrestricted Subsidiary in accordance with the applicable provisions of the indenture;

(4) upon the release or discharge of the guarantee of such Guarantor under the Credit Facilities, except a discharge or release of the guarantee by or as a result of payment under such guarantee (it being understood that if any such Guarantor is so reinstated under the Credit Facilities, such Guarantor's guarantee shall also be reinstated); or

(5) upon legal defeasance, covenant defeasance or satisfaction and discharge of the indenture as provided below under the captions "—Legal Defeasance and Covenant Defeasance" and "—Satisfaction and Discharge."

See "—Repurchase at the Option of Holders—Asset Sales."

Ranking

The notes and the Note Guarantees rank equally to all of the Company's and the Guarantors' other unsecured and unsubordinated indebtedness, but effectively rank junior to all of the Company's and the Guarantors' secured indebtedness (including the Credit Facilities), to the extent of the collateral securing such indebtedness.

The notes also effectively rank junior to all liabilities of the Company's future subsidiaries that do not guarantee the notes, including Partnerships in Care and its subsidiaries. Claims of creditors of non-Guarantor subsidiaries, including trade creditors, and creditors holding debt and guarantees issued by those subsidiaries, and claims of preferred stockholders (if any) of those subsidiaries generally have priority with respect to the assets and earnings of those subsidiaries over the claims of creditors of the Company, including holders of the notes. The notes and each Note Guarantee therefore are effectively subordinated to creditors (including trade creditors) and preferred stockholders (if any) of subsidiaries of the Company (other than the Guarantors). Although the indenture limits the incurrence of Indebtedness and the issuance of Preferred Stock of Restricted Subsidiaries, the limitation is subject to a number of significant exceptions. Moreover, the indenture does not impose any limitation on the incurrence by Restricted Subsidiaries of liabilities that are not considered Indebtedness or Preferred Stock under the indenture. See "—Certain Covenants—Incurrence of Indebtedness and Issuance of Preferred Stock".

As of March 31, 2015, on a pro forma basis after giving effect to the transactions noted in "Capitalization" in this prospectus, the notes:

- would have ranked *pari passu* with $300.0 million of the Company's 5.125% Senior Notes, $150.0 million of the Company's 6.125% Senior Notes and $97.5 million (face value) of the Company's 12.875% Senior Notes;
- would have ranked effectively junior to $1.1 billion of senior secured term loan indebtedness of the Company under the Company's Credit Agreement (as well as $93.0 million of borrowings under the Company's revolving credit facility), to the extent of the collateral therefor; and
- would have ranked effectively junior to $114.5 million of third-party liabilities, including trade payables, of our non-guarantor subsidiaries.

Our non-guarantor subsidiaries had revenues of $344.3 million for the year ended December 31, 2014 and $85.4 million for the three months ended March 31, 2015, representing 21% and 20%, respectively, of our total revenues on a pro forma combined basis after giving effect to the acquisitions of Partnerships in Care, CRC and other completed acquisitions. In addition, our non-guarantor subsidiaries had total assets of $870.3 million as of March 31, 2015, representing 24% of our total assets.

Optional Redemption

At any time prior to February 15, 2018, the Company may on any one or more occasions redeem up to 35% of the aggregate principal amount of notes issued under the indenture, upon not less than 30 nor more than 60 days' notice, at a redemption price equal to 105.625% of the principal amount of the notes redeemed, plus accrued and unpaid interest, to the date of redemption (subject to the rights of holders of notes on a relevant record date to receive interest on an interest payment date occurring on or prior to the redemption date), with the net cash proceeds of an Equity Offering by the Company or a contribution to the Company's common equity capital made with the net cash proceeds of a concurrent Equity Offering by any direct or indirect parent company of the Company; *provided* that:

(1) at least 65% of the aggregate principal amount of notes originally issued under the indenture (excluding notes held by the Company, any direct or indirect parent of the Company and its Affiliates) remain outstanding immediately after the occurrence of such redemption; and

(2) the redemption occurs within 90 days of the date of the closing of such Equity Offering.

At any time prior to February 15, 2018, the Company may on any one or more occasions redeem all or a part of the notes, upon not less than 30 nor more than 60 days' notice, at a redemption price equal to 100% of the principal amount of the notes redeemed, plus the Applicable Premium as of, and accrued and unpaid interest, to the date of redemption, subject to the rights of holders of notes on a relevant record date to receive interest due on an interest payment date occurring on or prior to the redemption date.

Except pursuant to the preceding paragraphs, the notes will not be redeemable at the Company's option prior to February 15, 2018.

On or after February 15, 2018, the Company may on any one or more occasions redeem all or a part of the notes, upon not less than 30 nor more than 60 days' notice, at the redemption prices (expressed as percentages of principal amount) set forth below, plus accrued and unpaid interest on the notes redeemed, to the applicable date of redemption, if redeemed during the 12-month period beginning on February 15 of the years indicated below, subject to the rights of holders of notes on a relevant record date to receive interest on an interest payment date occurring on or prior to the redemption date:

Year	Percentage
2018	104.219%
2019	102.813%
2020	101.406%
2021 and thereafter	100.000%

In connection with any redemption of notes (including with the net cash proceeds of an Equity Offering), any such redemption may, at the Company's discretion, be subject to one or more conditions precedent.

Unless the Company defaults in the payment of the redemption price, interest will cease to accrue on the notes or portions thereof called for redemption on the applicable redemption date.

Mandatory Redemption

The Company is not required to make mandatory redemption or sinking fund payments with respect to the notes.

Selection and Notice

If less than all of the notes are to be redeemed at any time, the trustee will select notes for redemption on a pro rata basis, by lot or by such method as it shall deem fair and appropriate in accordance with DTC procedures.

No notes of $2,000 or less can be redeemed in part. Notices of redemption will be mailed by first class mail at least 30 but not more than 60 days before the redemption date to each holder of notes to be redeemed at its registered address, except that redemption notices may be mailed more than 60 days prior to a redemption date if the notice is issued in connection with a defeasance of the notes or a satisfaction and discharge of the indenture. Except as provided above under the caption "—Optional Redemption," notices of redemption may not be conditional.

If any note is to be redeemed in part only, the notice of redemption that relates to that note will state the portion of the principal amount of that note that is to be redeemed. A new note in principal amount equal to the unredeemed portion of the original note will be issued in the name of the holder of notes upon cancellation of the original note.

Notes called for redemption become due on the date fixed for redemption. On and after the redemption date, interest ceases to accrue on notes or portions of notes called for redemption.

Repurchase at the Option of Holders

Change of Control

If a Change of Control occurs, each holder of notes will have the right to require the Company to repurchase all or any part (equal to $1,000 or an integral multiple of $1,000 in excess thereof) of that holder's notes pursuant to a change of control offer on the terms set forth in the indenture (a "Change of Control Offer") (*provided*, that any unpurchased portion of a note must be in a minimum denomination of $2,000). In the Change of Control Offer, the Company will offer a payment in cash (the "Change of Control Payment") equal to 101% of the aggregate principal amount of notes repurchased, plus accrued and unpaid interest on the notes repurchased to but excluding the date of purchase (the "Change of Control Payment Date"), subject to the rights of holders of notes on a relevant record date to receive interest due on an interest payment date occurring on or prior to the Change of Control Payment Date (it being understood that to the extent any cash proceeds of a Change of Control are required to prepay the obligations under the Credit Agreement pursuant to the terms thereof, the Company will be required to first apply such cash proceeds to prepay such obligations under the Credit Agreement but the Company will still be required to make a Change of Control Offer as set forth in the indenture). Within 30 days following any Change of Control, except to the extent the Company has delivered notice to the trustee of its intention to redeem notes as described above under the caption "—Optional Redemption," the Company will mail a notice to each holder describing the transaction or transactions that constitute the Change of Control and offering to repurchase notes on the Change of Control Payment Date specified in the notice, which date will be no earlier than 30 days and no later than 60 days from the date such notice is mailed, pursuant to the procedures required by the indenture and described in such notice. The Company will comply with the requirements of Rule 14e-l under the Exchange Act and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with the repurchase of the notes as a result of a Change of Control. To the extent that the provisions of any securities laws or regulations conflict with the Change of Control provisions of the indenture, the Company will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under the Change of Control provisions of the indenture by virtue of such compliance.

On the Change of Control Payment Date, the Company will, to the extent lawful:

(1) accept for payment all notes or portions of notes properly tendered pursuant to the Change of Control Offer;

(2) deposit with the paying agent an amount equal to the Change of Control Payment in respect of all notes or portions of notes properly tendered; and

(3) deliver or cause to be delivered to the trustee the notes properly accepted together with an officers' certificate stating the aggregate principal amount of notes or portions of notes being purchased by the Company.

The paying agent will promptly mail to each holder of notes properly tendered the Change of Control Payment for such notes, and the trustee will promptly authenticate and mail (or cause to be transferred by book entry) to each holder a new note equal in principal amount to any unpurchased portion of the notes surrendered, if any. The Company will publicly announce the results of the Change of Control Offer on or as soon as practicable after the Change of Control Payment Date.

The provisions described above that require the Company to make a Change of Control Offer following a Change of Control will be applicable whether or not any other provisions of the indenture are applicable. Except as described above with respect to a Change of Control, the indenture does not contain provisions that permit the holders of the notes to require that the Company repurchase or redeem the notes in the event of a takeover, recapitalization or similar transaction.

The Company will not be required to make a Change of Control Offer upon a Change of Control if (1) a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in the indenture applicable to a Change of Control Offer made by the Company and purchases all notes properly tendered and not withdrawn under the Change of Control Offer, or (2) notice of redemption has been given to the trustee pursuant to the indenture as described above under the caption "—Optional Redemption," unless and until there is a default in payment of the applicable redemption price. Notwithstanding anything to the contrary contained herein, a Change of Control Offer may be made in advance of a Change of Control, or conditioned upon the consummation of such Change of Control, if a definitive agreement is in place for the Change of Control at the time the Change of Control Offer is made.

The definition of Change of Control includes a phrase relating to the direct or indirect sale, lease, transfer, conveyance or other disposition of "all or substantially all" of the properties or assets of the Company and its Subsidiaries taken as a whole. Although there is a limited body of case law interpreting the phrase "substantially all," there is no precise established definition of the phrase under applicable law. Accordingly, the ability of a holder of notes to require the Company to repurchase its notes as a result of a sale, lease, transfer, conveyance or other disposition of less than all of the assets of the Company and its Subsidiaries taken as a whole to another Person or group may be uncertain.

Asset Sales

The Company will not, and will not permit any of the Company's Restricted Subsidiaries to, consummate an Asset Sale unless:

(1) The Company (or the Restricted Subsidiary, as the case may be) receives consideration (including by way of relief from, or by any other Person assuming responsibility for, any liabilities, contingent or otherwise) at the time of the Asset Sale at least equal to the Fair Market Value (measured as of the date of the definitive agreement with respect to such Asset Sale) of the assets or Equity Interests issued or sold or otherwise disposed of; and

(2) Except in the case of a Permitted Asset Swap, at least 75% of the consideration received in the Asset Sale by the Company or such Restricted Subsidiary is in the form of cash or Cash Equivalents. For purposes of this provision, each of the following will be deemed to be cash:

(a) any liabilities, as shown on the Company's most recent consolidated balance sheet or notes thereto, of the Company or any Restricted Subsidiary of the Company (other than liabilities that are by their terms subordinated to the notes or any Note Guarantee) that are assumed by the transferee of any such assets pursuant to a customary novation or indemnity agreement that releases the Company or such Restricted Subsidiary from or indemnifies against further liability;

(b) any securities, notes or other obligations received by the Company or any such Restricted Subsidiary of the Company from such transferee that are, within 180 days, converted by the Company or such Restricted Subsidiary into cash, to the extent of the cash received in that conversion;

(c) any Designated Non-cash Consideration received by the Company or any of its Restricted Subsidiaries in such Asset Sale having an aggregate Fair Market Value, taken together with all other Designated Non-cash Consideration received pursuant to this clause (c) that is at that time outstanding, not to exceed the greater of (x) $100.0 million and (y) 3% of Total Assets at the time of the receipt of such Designated Non-cash Consideration (with the Fair Market Value of each item of Designated Non-cash Consideration being measured at the time received and without giving effect to subsequent changes in value);

(d) consideration consisting of Indebtedness of the Company or any Restricted Subsidiary of the Company that is not subordinated Indebtedness; and

(e) Indebtedness of any Restricted Subsidiary that is no longer a Restricted Subsidiary as a result of such Asset Sale, to the extent that the Company and each other Restricted Subsidiary are released from any payment obligations with respect to such Indebtedness or any Guarantee of payment of such Indebtedness in connection with such Asset Sale.

Within 365 days after the receipt of any Net Proceeds from an Asset Sale, the Company (or the applicable Restricted Subsidiary, as the case may be) may apply such Net Proceeds:

(1) to reduce Indebtedness and other Obligations under or pursuant to a Credit Facility or any Secured Indebtedness (unless the notes are then secured by a priority or *pari passu* lien) of the Company or any Restricted Subsidiary and, if the Indebtedness repaid is revolving credit Indebtedness, to correspondingly reduce commitments with respect thereto;

(2) to reduce Indebtedness and other Obligations of a Restricted Subsidiary that is not a Guarantor (other than Indebtedness owed to the Company or a Restricted Subsidiary of the Company);

(3) to repay (i) Indebtedness or other Obligations of the Company that rank *pari passu* with the notes or (ii) Indebtedness and other Obligations of a Guarantor that rank *pari passu* with such Guarantor's Note Guarantee (other than Indebtedness owed to the Company or a Restricted Subsidiary of the Company); *provided* that the Company shall equally and ratably redeem or repurchase the notes as described above under the caption "—Optional Redemption," or by making an offer (in accordance with the procedures set forth below for an Asset Sale Offer) to all holders to purchase the notes at 100% of the principal amount thereof, plus accrued and unpaid interest, if any, to but not including the date of repayment;

(4) to acquire all or substantially all of the assets of, or any Capital Stock of, another Permitted Business, if, after giving effect to any such acquisition of Capital Stock, the Permitted Business is or becomes a Restricted Subsidiary of the Company;

(5) to make a capital expenditure;

(6) to acquire other assets that are not classified as current assets under GAAP and that are used or useful in a Permitted Business; or

(7) any combination of the foregoing.

The Company will be deemed to have complied with the provisions set forth in clause (4), (5) and (6) of the preceding paragraph if, within 365 days after the Asset Sale that generated the Net Proceeds, the Company (or the applicable Restricted Subsidiary) has entered into and not abandoned or rejected a binding agreement to acquire all or substantially all of the assets of, or any Capital Stock of, another Permitted Business or to make a capital expenditure or acquire other assets that are not classified as current assets under GAAP and that are used or useful in a Permitted Business and that acquisition or capital expenditure is thereafter completed within 180 days after the end of such 365-day period.

Pending the final application of any Net Proceeds, the Company (or the applicable Restricted Subsidiary) may temporarily reduce revolving credit borrowings or otherwise invest the Net Proceeds in any manner that is not prohibited by the indenture.

Any Net Proceeds from Asset Sales that are not applied or invested as provided in the second paragraph of this section will constitute "Excess Proceeds." When the aggregate amount of Excess Proceeds exceeds $25.0 million, within 30 days thereof, the Company will make an offer (an "Asset Sale Offer") to all holders of the notes and Indebtedness of the Company that ranks *pari passu* with the notes and containing provisions similar to those set forth in the indenture with respect to offers to purchase, prepay or redeem with the proceeds of sales of assets to purchase, prepay or redeem on a pro rata basis the maximum principal amount (or accreted value, if applicable) of notes and such other *pari passu* Indebtedness (plus all accrued interest on the Indebtedness and the amount of all fees and expenses, including premiums, incurred in connection therewith) that may be purchased, prepaid or redeemed out of the Excess Proceeds. The offer price in any Asset Sale Offer will be equal to 100% of the principal amount, plus accrued and unpaid interest to but not including the date of purchase, prepayment or redemption, subject to the rights of holders of notes on a relevant record date to receive interest due on an interest payment date occurring on or prior to the purchase date, and will be payable in cash.

If any Excess Proceeds remain after consummation of an Asset Sale Offer, the Company may use those Excess Proceeds for any purpose not otherwise prohibited by the indenture. If the aggregate principal amount of notes and other *pari passu* Indebtedness tendered in (or required to be prepaid or redeemed in connection with) such Asset Sale Offer exceeds the amount of Excess Proceeds, the Company will select the notes and such other *pari passu* Indebtedness to be purchased on a pro rata basis, based on the amounts tendered or required to be prepaid or redeemed and thereafter the trustee will select the notes to be purchased on a pro rata basis based on the amount tendered (with, in each case, such adjustments as may be deemed appropriate by the Company or the trustee, as applicable, so that only notes in denominations of $1,000 or an integral multiple of $1,000 in excess thereof, will be purchased, *provided* that any unpurchased portion of a note must be in a minimum denomination of $2,000). Upon completion of each Asset Sale Offer, the amount of Excess Proceeds will be reset at zero.

The Company will comply with the requirements of Rule 14e-l under the Exchange Act and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with each repurchase of notes pursuant to an Asset Sale Offer. To the extent that the provisions of any securities laws or regulations conflict with the Asset Sales provisions of the indenture, the Company will comply with the applicable securities laws and regulations and will not be deemed to have breached their obligations under the Asset Sales provisions of the indenture by virtue of such compliance.

The agreements governing our existing Indebtedness contain, and future agreements may contain, prohibitions of certain events, including events that would constitute a Change of Control or an Asset Sale. The exercise by the holders of notes of their right to require the Company to repurchase the notes upon a Change of Control or an Asset Sale could cause a default under these other agreements, even if the Change of Control or Asset Sale itself does not, due to the financial effect of such repurchases on us. In the event a Change of Control or Asset Sale occurs at a time when the Company is prohibited from purchasing notes, we could seek the consent of lenders under such other Indebtedness to the purchase of notes or could attempt to refinance the borrowings that contain such prohibition. If we do not obtain a consent or repay those borrowings, the Company will remain prohibited from purchasing notes. In that case, the Company's failure to purchase tendered notes would constitute an Event of Default under the indenture, which could, in turn, constitute a default under the other Indebtedness. Finally, the Company's ability to pay cash to the holders of notes upon a repurchase may be limited by the Company's then existing financial resources. See "Risk Factors—Risks Relating to the Exchange Notes—We may not be able to satisfy our obligations to holders of the notes upon a change of control or sale of assets."

Because the Credit Agreement is secured by substantially all of our properties and assets, and since the definition of "Net Proceeds" excludes all amounts in respect of any Asset Sale that are used to repay any Indebtedness that is secured by property or assets that are the subject of such Asset Sale, it is unlikely that any meaningful amount of Net Proceeds will be generated from any Asset Sale so long as the Credit Agreement remains outstanding.

Certain Covenants

Changes in Covenants when Notes Rated Investment Grade

If on any date following the Issue Date:

(1) the notes are rated Baa3 or better by Moody's and BBB- or better by S&P (or, if either such entity ceases to rate the notes for reasons outside of the control of the Company, the equivalent investment grade credit rating from any other "nationally recognized statistical rating organization" within the meaning of Section 3(a)(62) of the Exchange Act selected by the Company as a replacement agency); and

(2) no Default or Event of Default shall have occurred and be continuing,

then, beginning on that day and continuing at all times thereafter and subject to the provisions of the second succeeding paragraph, the covenants specifically listed under the following captions in this prospectus (collectively, the "Suspended Covenants") will be suspended:

(1) "—Repurchase at the Option of Holders—Asset Sales";

(2) "—Certain Covenants—Restricted Payments";

(3) "—Certain Covenants—Incurrence of Indebtedness and Issuance of Preferred Stock";

(4) "—Certain Covenants—Dividend and Other Payment Restrictions Affecting Restricted Subsidiaries";

(5) "—Certain Covenants—Transactions with Affiliates";

(6) "—Certain Covenants—Additional Note Guarantees"; and

(7) clause (4) of the covenant described below under the caption "—Certain Covenants—Merger, Consolidation or Sale of Assets."

During any period that the foregoing covenants have been suspended, the Company's Board of Directors may not designate any of its Subsidiaries as Unrestricted Subsidiaries pursuant to the covenant described below under the caption "—Certain Covenants—Designation of Restricted and Unrestricted Subsidiaries" unless the Company's Board of Directors would have been able, under the terms of the indenture, to designate such Subsidiaries as Unrestricted Subsidiaries if the Suspended Covenants were not suspended. Notwithstanding that the Suspended Covenants may be reinstated, the failure to comply with the Suspended Covenants during the Suspension Period (including any action taken or omitted to be taken with respect thereto) will not give rise to a Default or Event of Default under the indenture.

Notwithstanding the foregoing, if the rating assigned by either such rating agency should subsequently decline to below Baa3 or BBB-, respectively, the foregoing covenants will be reinstituted as of and from the date of such rating decline (any such date, a "Reversion Date"). The period of time between the suspension of covenants as set forth above and the Reversion Date is referred to as the "Suspension Period." All Indebtedness incurred (including Acquired Debt) and Disqualified Stock or preferred stock issued during the Suspension Period will be deemed to have been incurred or issued in reliance on the exception provided by clause (2) of the definition of "Permitted Debt." Calculations under the reinstated "Restricted Payments" covenant will be made as if the "Restricted Payments" covenant had been in effect prior to and during the period that the "Restricted Payments" covenant was suspended as set forth above, *provided* that any Restricted Payment made during the Suspension Period shall in no event reduce the amount of Restricted Payments permitted by the first paragraph of the covenant described under "—Certain Covenants—Restricted Payments" below zero; *provided*, *further*, for the sake of clarity, that no Default or Event of Default will be deemed to have occurred solely by reason of a Restricted Payment made while that covenant was suspended. For purposes of determining compliance with the covenant described above under the caption "—Repurchase at the Option of Holders—Asset Sales," the Excess Proceeds from all Asset Sales not applied in accordance with such covenant will be deemed to be reset to zero after the Reversion Date. Subsidiaries that would have been required to grant Note Guarantees but for a Suspension Period shall grant Note Guarantees upon the Reversion Date.

In addition, the indenture also permits, without causing a Default or Event of Default, the Company and the Company's Restricted Subsidiaries to honor any contractual commitments to take actions following a Reversion Date; *provided* that such contractual commitments were entered into during the Suspension Period and not in contemplation of a reversion of the Suspended Covenants.

There can be no assurance that the notes will ever achieve an investment grade rating or that any such rating will be maintained.

Restricted Payments

The Company will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly:

(1) declare or pay any dividend or make any other payment or distribution on account of the Company's or any of its Restricted Subsidiaries' Equity Interests (including, without limitation, any payment in connection with any merger or consolidation involving the Company or any of its Restricted Subsidiaries) other than:

(a) dividends or distributions payable in Equity Interests (other than Disqualified Stock) of the Company, and

(b) dividends or distributions payable to the Company or a Restricted Subsidiary of the Company;

(2) purchase, redeem or otherwise acquire or retire for value (including, without limitation, in connection with any merger or consolidation involving the Company) any Equity Interests of the Company or any direct or indirect parent of the Company held by Persons other than the Company or a Restricted Subsidiary of the Company;

(3) make any voluntary or optional payment on or with respect to, or purchase, redeem, defease or otherwise acquire or retire for value, any Indebtedness of the Company or any Guarantor that is contractually subordinated to the notes or to any Note Guarantee (excluding any intercompany Indebtedness between or among the Company and any of its Restricted Subsidiaries), except a payment of interest when due or principal at the Stated Maturity thereof or the purchase, redemption, repurchase, defeasance, acquisition or retirement for value of any such Indebtedness within 365 days of the Stated Maturity thereof; or

(4) make any Restricted Investment

(all such payments and other actions set forth in these clauses (1) through (4) above being collectively referred to as "Restricted Payments"), unless, at the time of and after giving effect to such Restricted Payment:

(a) no Default or Event of Default has occurred and is continuing or would occur as a consequence of such Restricted Payment;

(b) the Company would, at the time of such Restricted Payment and after giving pro forma effect thereto as if such Restricted Payment had been made at the beginning of the applicable four-quarter period, have been permitted to incur at least $1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio test set forth in the first paragraph of the covenant described below under the caption "—Incurrence of Indebtedness and Issuance of Preferred Stock"; and

(c) such Restricted Payment, together with the aggregate amount of all other Restricted Payments made by the Company or the Company's Restricted Subsidiaries since the Existing 2018 Notes Issue Date (including Restricted Payments permitted by clauses (1), (13) and (18) of the next succeeding paragraph and excluding Restricted Payments permitted by all other clauses of the next succeeding paragraph; *provided* that the calculation of Restricted Payments shall exclude the amounts paid or distributed pursuant to clause (1) of the next succeeding paragraph to the extent that the declaration of such dividend or other distribution shall have previously been included as a Restricted Payment), is less than the sum, without duplication, of:

(1) 50% of the Consolidated Net Income of the Company for the period (taken as one accounting period) from January 1, 2012 to the end of the most recently ended fiscal quarter for which internal financial statements are available at the time of such Restricted Payment (or, if such Consolidated Net Income for such period is a deficit, less 100% of such deficit); *plus*

(2) 100% of the aggregate net proceeds, including cash and Fair Market Value of property other than cash (as determined in accordance with the second succeeding paragraph), received by the Company since the Existing 2018 Notes Issue Date as a contribution to its common equity capital or from the issue or sale of Qualifying Equity Interests of the Company or any direct or indirect parent of the Company (excluding, without duplication, Designated Preferred Stock), or from the issue or sale of Disqualified Stock of the Company or debt securities of the Company, in each case that have been converted into or exchanged for Qualifying Equity Interests of the Company (other than Qualifying Equity Interests and convertible or exchangeable Disqualified Stock or debt securities sold to a Subsidiary of the Company); *plus*

(3) 100% of the aggregate amount of cash and the Fair Market Value of property other than cash (as determined in accordance with the second succeeding paragraph) received by the Company or a Restricted Subsidiary of the Company from (A) the sale or disposition (other than to the Company or a Restricted Subsidiary of the Company) of Restricted Investments made after the Existing 2018 Notes Issue Date and from repurchases and redemptions of such Restricted Investments from the Company and its Restricted Subsidiaries by any Person (other than the Company or its Restricted Subsidiaries) and from repayments of loans or advances which constituted Restricted Investments made after the Existing 2018 Notes Issue Date (other than to the extent that such Restricted Investment was made pursuant to clause (12) of the next succeeding paragraph); (B) the sale (other than to the Company and its Restricted Subsidiaries) of the Capital Stock of an Unrestricted Subsidiary; (C) a distribution or dividend from an Unrestricted Subsidiary, to the extent that such amounts were not otherwise included in the Consolidated Net Income of the Company for such period; and (D) any Restricted Investment that was made after the Existing 2018 Notes Issue Date in a Person that is not a subsidiary at such time that subsequently becomes a Restricted Subsidiary of the Company; *provided* that such amount will not exceed the amount of the Restricted Investment initially made; *plus*

(4) in the event that any Unrestricted Subsidiary of the Company designated as such after the Existing 2018 Notes Issue Date is redesignated as a Restricted Subsidiary or has been merged or consolidated with or into or transfers or conveys its assets to, or is liquidated into, the Company or a Restricted Subsidiary of the Company, in each case after the Existing 2018 Notes Issue Date, the Fair Market Value of the Company's Restricted Investment in such Subsidiary (as determined in accordance with the second succeeding paragraph) as of the date of such redesignation, combination or transfer (or of the assets transferred or conveyed, as applicable), after deducting any Indebtedness associated with the Unrestricted Subsidiary so designated or combined or any Indebtedness associated with the assets so transferred or conveyed (other than in each case to the extent that the designation of such Subsidiary as an Unrestricted Subsidiary was made pursuant to clause (14) of the next succeeding paragraph or constituted a Permitted Investment).

The preceding provisions will not prohibit:

(1) the payment of any dividend or the consummation of any irrevocable redemption within 60 days after the date of declaration of the dividend or giving of the redemption notice, as the case may be, if at the date of declaration or notice, the dividend or redemption payment would have complied with the provisions of the indenture;

(2) the making of any Restricted Payment in exchange for, or out of or with the net cash proceeds of the substantially concurrent sale (other than to a Subsidiary of the Company) of, Equity Interests of the Company (other than Disqualified Stock) or from the substantially concurrent contribution of common equity capital to the Company; *provided* that the amount of any such net cash proceeds that are utilized for any such Restricted Payment will not be considered to be net proceeds of Qualifying Equity Interests for purposes of clause (c)(2) of the immediately preceding paragraph;

(3) the payment of any dividend (or, in the case of any partnership or limited liability company, any similar distribution) by a Restricted Subsidiary of the Company to the holders of its Equity Interests so long as the Company or a Restricted Subsidiary receives at least its pro rata share of such dividend or distribution;

(4) the repurchase, redemption, defeasance or other acquisition or retirement for value of Indebtedness of the Company or any Guarantor that is contractually subordinated to the notes or to any Note Guarantee with the net cash proceeds from a substantially concurrent incurrence of Permitted Refinancing Indebtedness;

(5) the repurchase, retirement or other acquisition (or the declaration and payment of dividends to, or the making of loans to, any direct or indirect parent of the Company, to finance any such repurchase, retirement or other acquisition) for value of Equity Interests of the Company, any direct or indirect parent of the Company or any Restricted Subsidiary of the Company held by any future, present or former employee, director or consultant of the Company, any direct or indirect parent of the Company or any Subsidiary of the Company (or any such Person's estates or heirs) pursuant to any management equity plan or stock option plan or any other management or employee benefit plan or other similar agreement or arrangement; *provided*, that the aggregate amounts paid under this clause (5) do not exceed $2.0 million in any calendar year; *provided*, *further*, that such amount in any calendar year may be increased by an amount not to exceed:

(a) the cash proceeds received by the Company or any of its Restricted Subsidiaries from the sale of Qualifying Equity Interests of the Company or any direct or indirect parent of the Company (to the extent contributed to the Company), to members of management, directors or consultants of the Company and its Restricted Subsidiaries or any direct or indirect parent of the Company that occurs after the Existing 2018 Notes Issue Date (provided that the amount of such cash proceeds utilized for any such repurchase, retirement, other acquisition or dividend will not increase the amount available for Restricted Payments under clause (c) of the immediately preceding paragraph); *plus*

(b) the cash proceeds of key man life insurance policies received by the Company or any direct or indirect parent of the Company (to the extent contributed to the Company), and its Restricted Subsidiaries after the Existing 2018 Notes Issue Date, (*provided* that the Company may elect to apply all or any portion of the aggregate increase contemplated by clauses (a) and (b) above in any calendar year);

(6) the repurchase of Equity Interests (or the declaration and payment of any dividends to, or the making of loans to, any direct or indirect parent of the Company to finance such repurchase) (i) deemed to occur upon the exercise of stock options, warrants or other similar stock-based awards under equity plans of the Company, any of the Company's Restricted Subsidiaries or any direct or indirect parent of the Company to the extent such Equity Interests represent a portion of the exercise price of those stock options, warrants or other similar stock-based awards under equity plans of the Company, any of its Restricted Subsidiaries or any direct or indirect parent of the Company, or (ii) in connection with a gross-up for tax withholding related to such Equity Interests;

(7) the declaration and payment of regularly scheduled or accrued dividends to holders of a class or series of Disqualified Stock of the Company or any Preferred Stock of any Restricted Subsidiary of the Company issued on or after the Issue Date in accordance with the covenant described below under the caption "—Incurrence of Indebtedness and Issuance of Preferred Stock";

(8) payments of cash, dividends, distributions, advances or other Restricted Payments by the Company or any of its Restricted Subsidiaries to allow the payment of cash in lieu of the issuance of fractional shares or upon the purchase, redemption or acquisition of fractional shares (or the declaration and payment of any dividends to, or the making of loans to, any direct or indirect parent of the Company to finance such payment, purchase, redemption or acquisition), including in connection with (i) the exercise of options or warrants, (ii) the conversion or exchange of Capital Stock, (iii) stock dividends, splits or combinations or business combinations or (iv) the Merger;

(9) Permitted Payments to Parent;

(10) so long as no Default or Event of Default has occurred and is continuing, the declaration and payment of dividends or distributions to holders of any class or series of Designated Preferred Stock (other than Disqualified Stock) issued after the date of the indenture and the declaration and payment of dividends to any direct or indirect parent of the Company, the proceeds of which will be used to fund the payment of dividends to holders of any class or series of Designated Preferred Stock (other than Disqualified Stock) of any direct or indirect parent of the Company, issued after the date of the indenture; *provided*, *however*, that

(a) the Fixed Charge Coverage Ratio for the Company's most recently ended four full fiscal quarters for which internal financial statements are available immediately preceding the date on which such Designated Preferred Stock is issued, after giving effect to such issuance (and the payment of dividends or distributions) on a pro forma basis, would have been at least 2.0 to 1.0 and (b) the aggregate amount of dividends declared and paid pursuant to this clause (10) does not exceed the net cash proceeds actually received by the Company from any such sale of Designated Preferred Stock (other than Disqualified Stock) issued after the date of the indenture;

(11) the payment of dividends, other distributions and other amounts by the Company to, or the making of loans to, any direct or indirect parent of the Company, in the amount required for such parent to, if applicable, pay amounts equal to amounts required for any direct or indirect parent of the Company, if applicable, to pay interest and/or principal on Indebtedness the proceeds of which have been permanently contributed to the Company or any of its Restricted Subsidiaries and that has been guaranteed by, or is otherwise considered Indebtedness of, the Company or any of its Restricted Subsidiaries incurred in accordance with the covenant described below under the caption "—Incurrence of Indebtedness and Issuance of Preferred Stock" to the extent such dividends are included in the definition of "Fixed Charges";

(12) the payment, purchase, redemption, defeasance or other acquisition or retirement for value of Indebtedness that is contractually subordinated to the notes, Disqualified Stock or Preferred Stock of the Company and its Restricted Subsidiaries pursuant to provisions similar to those described under the captions "—Repurchase at the Option of Holders—Change of Control" and "—Repurchase at the Option of Holders—Asset Sales"; *provided* that, prior to such payment, purchase, redemption, defeasance or other acquisition or retirement for value, the Company (or a third party to the extent permitted by the indenture) has made a Change of Control Offer or Asset Sale Offer, as the case may be, with respect to the notes as a result of such Change of Control or Asset Sale, as the case may be, and has repurchased all notes validly tendered and not withdrawn in connection with such Change of Control Offer or Asset Sale Offer, as the case may be;

(13) the distribution, as a dividend or otherwise, of shares of Capital Stock of, or Indebtedness owed to the Company or a Restricted Subsidiary of the Company by, Unrestricted Subsidiaries;

(14) so long as no Default or Event of Default has occurred and is continuing, other Restricted Payments in an aggregate amount not to exceed $50.0 million;

(15) any Restricted Payment made in connection with the Transactions as described in the prospectus for the Existing 2018 Notes and the fees and expenses related thereto or made to fund the Management Services Termination Fees or other amounts owed to Affiliates (including the declaration and payment of dividends to stockholders of the Company or to any direct or indirect parent company of the Company, the declaration and payment of dividends to, or the making of loans to, any direct or indirect parent company of the Company to fund any such payments and the redemption, repurchase or retirement for value of the PHC Indebtedness);

(16) payments and distributions to dissenting stockholders pursuant to applicable law, pursuant to or in connection with the Merger or a consolidation, merger or transfer of all or substantially all of the assets of the Company and its Restricted Subsidiaries taken as a whole that complies with the terms of the indenture, including the covenant described under "Merger, Consolidation or Sale of All or Substantially All Assets";

(17) any repurchase, redemption, defeasance or other acquisition or retirement for value of Preferred Stock of the Company or a Restricted Subsidiary made by exchange for or out of the proceeds of the substantially concurrent sale of Preferred Stock of the Company or a Restricted Subsidiary, as the case may be, that, in each case, is permitted to be Incurred pursuant to the covenant described under the caption "—Certain Covenants—Incurrence of Indebtedness and Issuance of Preferred Stock"; and

(18) dividends or distributions in an aggregate amount per annum not to exceed 6% of the net cash proceeds received by or contributed to the capital of the Company in connection with any Equity Offering following the Issue Date.

The amount of all Restricted Payments (other than cash) will be the Fair Market Value on the date of the Restricted Payment of the asset(s) or securities proposed to be transferred or issued by the Company or such Restricted Subsidiary, as the case may be, pursuant to the Restricted Payment. The Fair Market Value of any assets or securities that are required to be valued by this covenant will be determined by the Company, and in the case of any assets or securities with a Fair Market Value in excess of $10.0 million, will be determined by the Board of Directors of the Company.

For purposes of determining compliance with this "Restricted Payments" covenant, in the event that a Restricted Payment meets the criteria of more than one of the categories of Restricted Payments described in clauses (1) through (18) above, or is entitled to be incurred pursuant to the first paragraph of this covenant, the Company will be entitled to classify such Restricted Payment (or portion thereof) on the date of its payment or later reclassify such Restricted Payment (or portion thereof) in any manner that complies with this covenant.

For the purposes of this covenant, any payment made on or after the Existing 2018 Notes Issue Date, but prior to the Issue Date, shall be deemed to be a "Restricted Payment" to the extent that such payment would have been a Restricted Payment had the indenture been in effect at the time of such payment (and, to the extent that such Restricted Payment was permitted by clause (c) or clauses (1) through (17) above or as a Permitted Investment, such Restricted Payment may be deemed by the Company to have been made pursuant to such clause).

Incurrence of Indebtedness and Issuance of Preferred Stock

The Company will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, create, incur, issue, assume, guarantee or otherwise become directly or indirectly liable, contingently or otherwise, with respect to (collectively, "incur") any Indebtedness (including Acquired Debt), and the Company will not issue any Disqualified Stock and will not permit any of its Restricted Subsidiaries to issue any shares of Preferred Stock; *provided*, *however*, that the Company may incur Indebtedness (including Acquired Debt) or issue Disqualified Stock, and any Guarantor may incur Indebtedness (including Acquired Debt) or issue Preferred Stock, if the Fixed Charge Coverage Ratio for the Company's most recently ended four full fiscal quarters for which internal financial statements are available immediately preceding the date on which such additional Indebtedness is incurred or such Disqualified Stock or such Preferred Stock is issued, as the case may be, would have been at least 2.0 to 1.0, determined on a pro forma basis (including a pro forma application of the net proceeds therefrom), as if the additional Indebtedness had been incurred or the Disqualified Stock or the Preferred Stock had been issued, as the case may be, at the beginning of such four-quarter period.

The first paragraph of this section will not prohibit the incurrence of any of the following (collectively, "Permitted Debt"):

(1) the incurrence by the Company and any Restricted Subsidiary of the Company of Indebtedness and letters of credit and bankers' acceptances under Credit Facilities in an aggregate principal amount at any one time outstanding under this clause (1) (with letters of credit and bankers' acceptances being deemed to have a principal amount equal to the maximum potential liability of the Company and its Restricted Subsidiaries thereunder) not to exceed (i) $1.385 billion, *plus* (ii) in the case of any refinancing of any Indebtedness permitted under this clause (1) or any portion thereof, the aggregate amount of customary underwriting discounts, premiums and other costs and expenses Incurred in connection with such refinancing;

(2) the incurrence by the Company and its Restricted Subsidiaries of the Existing Indebtedness (other than the Indebtedness described in clauses (1) and (3) of this paragraph);

(3) the incurrence by the Company and the Guarantors of Indebtedness represented by the notes and the related Note Guarantees to be issued on the Issue Date and any Exchange Notes and related Note Guarantees issued pursuant to the Registration Rights Agreement;

(4) Indebtedness incurred by the Company or any of its Restricted Subsidiaries, including Indebtedness represented by Capital Lease Obligations, mortgage financings or purchase money obligations (including such Indebtedness as lessee or guarantor), in each case, incurred for the purpose of financing all or any part of the acquisition, lease or cost of design, construction, installation or improvement of property, plant or equipment used or useful in a Permitted Business, whether through the direct purchase of assets or the

Capital Stock of any Person owning such assets, in an aggregate principal amount, including all Indebtedness incurred to renew, refund, refinance, replace, defease or discharge any Indebtedness incurred pursuant to this clause (4), not to exceed the greater of (a) $65.0 million and (b) 2.0% of Total Assets at the time of incurrence, at any one time outstanding;

(5) the incurrence by the Company or any of its Restricted Subsidiaries of Permitted Refinancing Indebtedness in exchange for, or the net proceeds of which are used to renew, refund, refinance, replace, defease or discharge any Indebtedness (other than intercompany Indebtedness) that was permitted by the indenture to be incurred under the first paragraph of this covenant or clauses (2), (3), this clause (5) or clause (13) of this paragraph;

(6) the incurrence by the Company or any of its Restricted Subsidiaries of intercompany Indebtedness between or among the Company and any of its Restricted Subsidiaries; *provided*, *however*, that:

(a) if the Company or any Guarantor are the obligor on such Indebtedness and the payee is not the Company or a Guarantor, such Indebtedness must be unsecured and expressly subordinated to the prior payment in full in cash of all Obligations then due with respect to the notes, in the case of the Company, or the Note Guarantee, in the case of a Guarantor; and

(b) (i) any subsequent issuance or transfer of Equity Interests that results in any such Indebtedness being held by a Person other than the Company or a Restricted Subsidiary of the Company and (ii) any sale or other transfer of any such Indebtedness to a Person that is not either the Company or a Restricted Subsidiary of the Company,

will be deemed, in each case, to constitute an issuance of such Indebtedness by the Company or such Restricted Subsidiary, as the case may be, that was not permitted by this clause (6);

(7) the issuance by any of the Company's Restricted Subsidiaries to the Company or to any Restricted Subsidiary of the Company of shares of Preferred Stock; *provided*, *however*, that:

(a) any subsequent issuance or transfer of Equity Interests that results in any such Preferred Stock being held by a Person other than the Company or a Restricted Subsidiary of the Company; and

(b) any sale or other transfer of any such Preferred Stock to a Person that is not either the Company or a Restricted Subsidiary of the Company,

will be deemed, in each case, to constitute an issuance of such Preferred Stock by such Restricted Subsidiary that was not permitted by this clause (7);

(8) the incurrence by the Company or any of the Company's Restricted Subsidiaries of Hedging Obligations in the ordinary course of business and not for speculative purposes;

(9) the guarantee by the Company or any Restricted Subsidiary of the Company of Indebtedness of the Company or a Restricted Subsidiary of the Company, in each case, to the extent that the guaranteed Indebtedness was permitted to be incurred by another provision of this covenant; *provided* that if the Indebtedness being guaranteed is subordinated to or *pari passu* with the notes, then the Guarantee must be subordinated or *pari passu*, as applicable, to the same extent as the Indebtedness guaranteed;

(10) the incurrence by the Company or any of the Company's Restricted Subsidiaries of Indebtedness in respect of letters of credit, bank guarantees, workers' compensation claims, self-insurance obligations, bankers' acceptances, guarantees, performance, surety, statutory, bid, appeal, completion, export or import, indemnities, customs, revenue bonds or similar instruments in the ordinary course of business, including guarantees or obligations with respect thereto (in each case other than for an obligation for money borrowed); *provided*, *however* that upon the drawing of any letters of credit, such obligations are reimbursed within 30 days following such drawing;

(11) the incurrence by the Company or any of the Company's Restricted Subsidiaries of Indebtedness arising from the honoring by a bank or other financial institution of a check, draft or similar instrument inadvertently drawn against insufficient funds, so long as such Indebtedness is covered within 10 business days, and any Indebtedness arising from Treasury Management Arrangements incurred in the ordinary course of business;

(12) the incurrence by Foreign Subsidiaries of Indebtedness in an aggregate principal amount not to exceed the greater of (a) $65.0 million and (b) 2.0% of Total Assets (or the equivalent thereof, measured at the time of each incurrence, in the applicable foreign currency), at any one time outstanding;

(13) Indebtedness of any Person outstanding on the date such Person was acquired by the Company or a Restricted Subsidiary of the Company or was merged with or into or consolidated with the Company or a Restricted Subsidiary of the Company; *provided* that, on the date that such Person is acquired by the Company or a Restricted Subsidiary of the Company and after giving effect to the incurrence of such Indebtedness and the acquisition of such Person pursuant to this clause (13), the Company would have been able to incur $1.00 of additional Indebtedness pursuant to the first paragraph of this covenant;

(14) the incurrence by the Company or its Restricted Subsidiaries of Indebtedness arising from agreements providing for indemnification, adjustment of purchase price, earn-out or similar obligations, incurred in connection with the acquisition or disposition of any business, assets or Restricted Subsidiary of the Company (other than Guarantees of Indebtedness incurred by any Person acquiring all or any portion of such business, assets or Restricted Subsidiary for the purpose of financing such acquisition) or other investment in a business or Person, so long as, in the case of any disposition, the principal amount of such Indebtedness does not exceed the gross proceeds (including non-cash proceeds) actually received by the Company or any Restricted Subsidiary of the Company in connection with such transactions;

(15) the incurrence by the Company or any of its Restricted Subsidiaries of Indebtedness arising in connection with endorsement of instruments for collection or deposit in the ordinary course of business;

(16) the incurrence by the Company or any of its Restricted Subsidiaries of Indebtedness consisting of obligations to pay insurance premiums in an amount not to exceed the annual premiums in respect of such insurance premiums at any one time outstanding;

(17) Indebtedness of the Company or any of its Restricted Subsidiaries, the proceeds of which are applied to defease or discharge the notes in accordance with the provisions summarized under the caption "—Legal Defeasance and Covenant Defeasance" or "—Satisfaction and Discharge";

(18) take-or-pay obligations contained in supply arrangements entered into by the Company or a Restricted Subsidiary of the Company in the ordinary course of business;

(19) Indebtedness related to unfunded pension fund and other employee benefit plan obligations and liabilities to the extent they are permitted to remain unfunded under applicable law;

(20) the incurrence by the Company or any of its Restricted Subsidiaries of additional Indebtedness or the issuance by the Company of Disqualified Stock or the issuance by any Restricted Subsidiary of Preferred Stock in an aggregate principal amount (or accreted value, as applicable) or liquidation value at any time outstanding, including all Indebtedness incurred to renew, refund, refinance, replace, defease or discharge any Indebtedness or liquidation value incurred pursuant to this clause (20), not to exceed the greater of (a) $100.0 million and (b) 3.0% of Total Assets at the time of incurrence, at any time outstanding; *provided*, that any Indebtedness or Disqualified Stock incurred or issued pursuant to this clause (20) shall cease to be deemed incurred or outstanding for purposes of this clause (20) but shall be deemed incurred for purposes of the first paragraph of this covenant from and after the first date on which the Company or the related Restricted Subsidiary could have incurred such Indebtedness or issued such Disqualified Stock under the first paragraph of this covenant without reliance on this clause (20) and, with respect to any Indebtedness secured by a Lien, the Secured Leverage Ratio would not exceed 3.5 to 1.0 following such redesignation;

(21) Indebtedness of the Company or any of its Restricted Subsidiaries supported by a letter of credit issued pursuant to the Credit Facilities in a principal amount not in excess of the stated amount of such letter of credit;

(22) the incurrence of any Physician Support Obligations by the Company or any Restricted Subsidiary, in an amount not to exceed $8.0 million at any one time outstanding; and

(23) HUD Financings incurred after the Issue Date in an aggregate principal amount not to exceed $20.0 million outstanding at any time.

The Company will not incur, and will not permit any Guarantor to incur, any Indebtedness (including Permitted Debt but excluding intercompany Indebtedness) that is contractually subordinated in right of payment to any other Indebtedness of the Company or such Guarantor unless such Indebtedness is also contractually subordinated in right of payment to the notes and the applicable Note Guarantee on substantially identical terms; *provided, however*, that no Indebtedness will be deemed to be contractually subordinated in right of payment to any other Indebtedness of the Company solely by virtue of being unsecured or by virtue of being secured on a junior priority basis.

For purposes of determining compliance with this "Incurrence of Indebtedness and Issuance of Preferred Stock" covenant, in the event that an item of Indebtedness meets the criteria of more than one of the categories of Permitted Debt described in clauses (1) through (23) above, or is entitled to be incurred pursuant to the first paragraph of this covenant, the Company will be permitted to classify such item of Indebtedness on the date of its incurrence, or later reclassify all or a portion of such item of Indebtedness, in any manner that complies with this covenant; *provided* that Indebtedness under Credit Facilities outstanding on the date on which the notes are first issued and authenticated under the indenture will be deemed to have been incurred in reliance on the exception provided by clause (1) of the definition of "Permitted Debt" and may not be later reclassified. The accrual of interest or Preferred Stock dividends, the accretion or amortization of original issue discount, the payment of interest on any Indebtedness in the form of additional Indebtedness with the same terms, the reclassification of Preferred Stock as Indebtedness due to a change in accounting principles, and the payment of dividends on Preferred Stock or Disqualified Stock in the form of additional shares of Preferred Stock or Disqualified Stock will not be deemed to be an incurrence of Indebtedness or an issuance of Preferred Stock or Disqualified Stock for purposes of this covenant or the covenant set forth under the caption "—Certain Covenants—Liens"; *provided*, in each such case, that the amount thereof shall be included in Fixed Charges of the Company as accrued. For purposes of determining compliance with any U.S. dollar-denominated restriction on the incurrence of Indebtedness, the U.S. dollar-equivalent principal amount of Indebtedness denominated in a foreign currency shall be utilized, calculated based on the relevant currency exchange rate in effect on the date such Indebtedness was incurred. Notwithstanding any other provision of this covenant, the maximum amount of Indebtedness that the Company or any Restricted Subsidiary of the Company may incur pursuant to this covenant shall not be deemed to be exceeded solely as a result of fluctuations in exchange rates or currency values following the incurrence of such Indebtedness.

The amount of any Indebtedness outstanding as of any date will be:

(1) the accreted value of the Indebtedness, in the case of any Indebtedness issued with original issue discount;

(2) the principal amount of the Indebtedness, in the case of any other Indebtedness; and

(3) in respect of Indebtedness of another Person secured by a Lien on the assets of the specified Person, the lesser of:

  (a) the Fair Market Value of such assets at the date of determination; and

  (b) the amount of the Indebtedness of the other Person.

Liens

The Company will not, and will not permit any of its Guarantors to, directly or indirectly, create, incur or assume any Lien of any kind securing Indebtedness on any asset now owned or hereafter acquired, except Permitted Liens, unless:

(1) in the case of Liens securing subordinated Indebtedness, the notes and the Note Guarantees are secured by a Lien on such property, assets or proceeds that is senior in priority to such Liens; or

(2) in all other cases, the notes and the Note Guarantees are equally and ratably secured.

Any Lien created for the benefit of the holders of the notes pursuant to this covenant shall be deemed automatically and unconditionally released and discharged upon the release and discharge of each of the Liens described in clauses (1) and (2) above.

Dividend and Other Payment Restrictions Affecting Restricted Subsidiaries

The Company will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, create or permit to exist or become effective any consensual encumbrance or restriction on the ability of any Restricted Subsidiary to:

(1) pay dividends or make any other distributions on its Capital Stock to the Company or any of its Restricted Subsidiaries, or with respect to any other interest or participation in, or measured by, its profits, or pay any Indebtedness owed to the Company or any of its Restricted Subsidiaries;

(2) make loans or advances to the Company or any of its Restricted Subsidiaries; or

(3) sell, lease or transfer any of its properties or assets to the Company or any of its Restricted Subsidiaries.

However, the preceding restrictions will not apply to encumbrances or restrictions existing under or by reason of:

(1) agreements governing Existing Indebtedness and Credit Facilities as in effect on the Issue Date (or otherwise required by such agreements in existence on the Issue Date) and any amendments, restatements, modifications, renewals, supplements, refundings, replacements or refinancings of those agreements; *provided* that the amendments, restatements, modifications, renewals, supplements, refundings, replacements or refinancings are not materially more restrictive, taken as a whole, with respect to such dividend and other payment restrictions than those contained in those agreements on the Issue Date;

(2) the indenture, the notes and the Note Guarantees and any Exchange Notes and related Note Guarantees issued pursuant to the Registration Rights Agreement;

(3) agreements governing other Indebtedness permitted to be incurred under the provisions of the covenant described above under the caption "—Incurrence of Indebtedness and Issuance of Preferred Stock" and any amendments, restatements, modifications, renewals, supplements, refundings, replacements or refinancings of those agreements; *provided* that the Company determines (in good faith) that such encumbrance or restriction will not materially affect the Company's ability to make principal or interest payments on the notes;

(4) applicable law, rule, regulation or order;

(5) any instrument of a Person acquired by the Company or any of its Restricted Subsidiaries as in effect at the time of such acquisition (except to the extent such instrument was entered into in connection with or in contemplation of such acquisition), which encumbrance or restriction is not applicable to any Person, or the properties or assets of any Person, other than the Person, or the property or assets of the Person, so acquired;

(6) customary provisions in contracts, leases, sub-leases and licenses entered into in the ordinary course of business;

(7) purchase money obligations, mortgage financings and Capital Lease Obligations that impose restrictions on the property purchased or leased of the nature described in clause (3) of the preceding paragraph;

(8) contracts for the sale of assets, including any agreement for the sale or other disposition of a Restricted Subsidiary or all or substantially all of the assets of such Restricted Subsidiary in compliance with the terms of the indenture pending such sale or other disposition;

(9) Permitted Refinancing Indebtedness; *provided* that the restrictions contained in the agreements governing such Permitted Refinancing Indebtedness are not materially more restrictive, taken as a whole, than those contained in the agreements governing the Indebtedness being refinanced;

(10) Secured Indebtedness otherwise permitted to be incurred pursuant to the covenant described under the caption "—Incurrence of Indebtedness and Issuance of Preferred Stock" and Liens permitted to be incurred pursuant to the covenant described under the caption "—Liens", in each case, that limit the right of the debtor to dispose of the assets subject to such Liens;

(11) provisions limiting the disposition or distribution of assets or property in joint venture agreements, asset sale agreements, sale-leaseback agreements, stock sale agreements and other similar agreements (including agreements entered into in connection with a Restricted Investment), which limitation is applicable only to the assets or Persons that are the subject of such agreements;

(12) restrictions on cash or other deposits or net worth imposed by customers under agreements entered into in the ordinary course of business;

(13) customary provisions in joint venture agreements and other similar agreements entered into in the ordinary course of business;

(14) any Restricted Investment not prohibited by the covenant described under the caption "—Restricted Payments" and any Permitted Investment;

(15) customary provisions restricting dispositions of real property interests set forth in any reciprocal easement agreements of the Company or any Restricted Subsidiary;

(16) Hedging Obligations entered into in the ordinary course of business and not for speculative purposes;

(17) any encumbrances or restrictions of the type referred to in clauses (1), (2) and (3) in the immediately preceding paragraph imposed by any amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings of the contracts, instruments or obligations referred to in clauses (1) through (16) above; *provided* that such amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings are, in the good faith judgment of the Company, not materially more restrictive as a whole with respect to such dividend and other payment restrictions than those contained in the dividend or other payment restrictions prior to such amendment, modification, restatement, renewal, increase, supplement, refunding, replacement or refinancing; and

(18) agreements relating to HUD Financing and any amendments of those agreements.

Merger, Consolidation or Sale of Assets

The Company will not, directly or indirectly: (1) consolidate or merge with or into another Person (whether or not the Company is the surviving corporation), or (2) sell, assign, transfer, convey, lease or otherwise dispose of all or substantially all of the properties or assets of the Company and its Restricted Subsidiaries taken as a whole, in one or more related transactions, to another Person, unless:

(1) either: (a) the Company is the surviving corporation; or (b) the Person formed by or surviving any such consolidation or merger (if other than the Company) or to which such sale, assignment, transfer, conveyance, lease or other disposition has been made is an entity organized or existing under the laws of the United States, any state of the United States or the District of Columbia and, if such entity is not a corporation, a co-obligor of the notes is a corporation organized or existing under any such laws;

(2) the Person formed by or surviving any such consolidation or merger (if other than the Company) or the Person to which such sale, assignment, transfer, conveyance, lease or other disposition has been made assumes all the obligations of the Company under the notes, the indenture and the Registration Rights Agreement pursuant to a supplemental indenture in the form attached to the indenture;

(3) immediately after such transaction, no Default or Event of Default exists; and

(4) the Company or the Person formed by or surviving any such consolidation or merger (if other than the Company), or to which such sale, assignment, transfer, conveyance, lease or other disposition has been made would, on the date of such transaction after giving pro forma effect thereto and any related financing transactions as if the same had occurred at the beginning of the applicable four-quarter period, be permitted to incur at least $1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio test set forth in the first paragraph of the covenant described above under the caption "—Incurrence of Indebtedness and Issuance of Preferred Stock".

This "Merger, Consolidation or Sale of Assets" covenant will not apply to any sale, assignment, transfer, conveyance, lease or other disposition of assets between or among the Company and any wholly owned Restricted Subsidiary of the Company. Clauses (3) and (4) of the first paragraph of this covenant will not apply to (a) any merger or consolidation of any Restricted Subsidiary with or into the Company or (b) a merger or consolidation of the Company with or into an Affiliate for the purpose of reincorporating the Company in another jurisdiction so long as the amount of Indebtedness of the Company and its Restricted Subsidiaries is not increased thereby.

All references to "Company" in this "Description of the Exchange Notes" shall be deemed to include any successor entity that assumes all of the obligations of the Company under the notes in a transaction that complies with this covenant. Following any such assumption (except in the case of a lease), the Company or such predecessor company, as the case may be, shall be released from its obligations under the indenture, the notes and the Registration Rights Agreement.

Transactions with Affiliates

The Company will not, and will not permit any of its Restricted Subsidiaries to, make any payment to or sell, lease, transfer or otherwise dispose of any of its properties or assets to, or purchase any property or assets from, or enter into or make or amend any transaction, contract, agreement, understanding, loan, advance or guarantee with, or for the benefit of, any Affiliate of the Company (each, an "Affiliate Transaction") involving aggregate payments or consideration in excess of $1.0 million, unless:

(1) the Affiliate Transaction is on terms that are not materially less favorable to the Company, taken as a whole, or the relevant Restricted Subsidiary than those that would have been obtained in a comparable transaction by the Company or such Restricted Subsidiary with an unrelated Person;

(2) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate consideration in excess of $10.0 million, the Company delivers to the trustee a resolution of the Board of Directors of the Company set forth in an officers' certificate certifying that such Affiliate Transaction complies with this covenant; and

(3) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate consideration in excess of $30.0 million, the Company delivers to the trustee an opinion as to the fairness to the Company or such Restricted Subsidiary of such Affiliate Transaction from an Independent Financial Advisor.

The following items will not be deemed to be Affiliate Transactions and, therefore, will not be subject to the provisions of the prior paragraph:

(1) any employment agreement, consulting agreement, severance agreement, employee benefit plan, compensation arrangement, officer or director indemnification agreement or any similar arrangement entered into by, or policy of, the Company or any of its Restricted Subsidiaries and payments pursuant thereto;

(2) transactions between or among the Company and/or its Restricted Subsidiaries;

(3) transactions with a Person (other than an Unrestricted Subsidiary of the Company) that is an Affiliate of the Company solely because the Company owns, directly or through a Restricted Subsidiary, an Equity Interest in, or controls, such Person;

(4) payment of fees and reimbursements of expenses (pursuant to indemnity arrangements or otherwise) of officers, directors, employees or consultants of the Company or any of its Restricted Subsidiaries or any direct or indirect parent of the Company;

(5) any issuance of Equity Interests (other than Disqualified Stock) of the Company or any direct or indirect parent company of the Company to Affiliates of the Company;

(6) (a) Restricted Payments that do not violate the provisions of the indenture described above under the caption "—Restricted Payments" and (b) Permitted Investments;

(7) sales of Equity Interests of the Company or any direct or indirect parent of the Company to Affiliates of the Company or its Restricted Subsidiaries not otherwise prohibited by the indenture and the granting of registration and other customary rights in connection therewith;

(8) transactions with an Affiliate where the only consideration paid is Qualifying Equity Interests of the Company;

(9) transactions in which the Company or any of its Restricted Subsidiaries, as the case may be, delivers to the trustee a letter from an Independent Financial Advisor stating that such transaction (i) is fair to the Company or such Restricted Subsidiary from a financial point of view or (ii) meets the requirements of clause (1) of the preceding paragraph;

(10) payments or loans (or cancellation of loans) to employees or consultants in the ordinary course of business;

(11) any agreement as in effect as of the Issue Date or any amendment thereto (so long as any such agreement together with all amendments thereto, taken as a whole, is not more disadvantageous to the holders of the notes in any material respect than the original agreement as in effect on the Issue Date) or any transaction contemplated thereby;

(12) transactions with joint ventures or Unrestricted Subsidiaries entered into in the ordinary course of business;

(13) any contributions to the common equity capital of the Company;

(14) pledges of Equity Interests of Unrestricted Subsidiaries;

(15) the issuances of securities or other payments, awards or grants in cash, securities or otherwise pursuant to, or the funding of, employment arrangements, stock option and stock ownership plans or similar employee benefit plans approved by the Board of Directors of the Company or any direct or indirect parent of the Company, or of a Restricted Subsidiary of the Company, as appropriate, in good faith;

(16) the entry into any tax-sharing arrangements between the Company or any of its Restricted Subsidiaries and any of their direct or indirect parents; *provided*, *however*, that any payment made by the Company or any of its Restricted Subsidiaries under such tax-sharing arrangements is, at the time made, otherwise permitted by the covenant described above under the caption "—Restricted Payments";

(17) transactions with customers, clients, lessors, landlords, suppliers, contractors, or purchasers or sellers of good or services that are Affiliates, in each case, in the ordinary course of business and otherwise in compliance with the terms of the indenture which are fair to the Company and its Restricted Subsidiaries, in the reasonable determination of the Board of Directors of the Company; and

(18) transactions between the Company and any of the Company's Restricted Subsidiaries and any Person a director of which is also a director of the Company or any direct or indirect parent of the Company; *provided*, *however*, that such director abstains from voting as a director of the Company.

Additional Note Guarantees

If the Company or any of its Restricted Subsidiaries acquires or creates another Wholly Owned Restricted Subsidiary that is a Domestic Subsidiary that guarantees payment by the Company of Indebtedness under any Credit Facility (including, for the avoidance of doubt, any Indebtedness that would satisfy clause (b) of such term) after the Issue Date, then that newly acquired or created Wholly Owned Restricted Subsidiary that is a Domestic Subsidiary will become a Guarantor and execute a supplemental indenture in the form attached to the indenture within 30 days of the date on which it guarantees such Indebtedness; *provided*, *however*, that the foregoing shall not apply to (i) HUD Financing Subsidiaries, (ii) any Insurance Subsidiary and (iii) Subsidiaries that have properly been designated as Unrestricted Subsidiaries in accordance with the indenture.

Designation of Restricted and Unrestricted Subsidiaries

The Board of Directors of the Company may designate any Restricted Subsidiary to be an Unrestricted Subsidiary if that designation would not cause a Default. If a Restricted Subsidiary is designated as an Unrestricted Subsidiary, the aggregate Fair Market Value of all outstanding Investments owned by the Company and its Restricted Subsidiaries in the Subsidiary designated as Unrestricted will be deemed to be an Investment made as of the time of the designation and will reduce the amount available for Restricted Payments under the covenant described above under the caption "—Restricted Payments" or under one or more clauses of the definition of Permitted Investments, as determined by the Company. That designation will only be permitted if the Investment would be permitted at that time and if the Restricted Subsidiary otherwise meets the definition of an Unrestricted Subsidiary. Subject to the next succeeding paragraph, the Board of Directors of the Company may redesignate any Unrestricted Subsidiary to be a Restricted Subsidiary if that redesignation would not cause a Default.

Any designation of a Subsidiary of the Company as an Unrestricted Subsidiary will be evidenced to the trustee by filing with the trustee a certified copy of a resolution of the Board of Directors of the Company giving effect to such designation and an officers' certificate certifying that such designation complied with the preceding conditions and was permitted by the covenant described above under the caption "—Restricted Payments." If, at any time, any Unrestricted Subsidiary would fail to meet the preceding requirements as an Unrestricted Subsidiary, it will thereafter cease to be an Unrestricted Subsidiary for purposes of the indenture and any Indebtedness of such Subsidiary will be deemed to be incurred by a Restricted Subsidiary of the Company as of such date and, if such Indebtedness is not permitted to be incurred as of such date under the covenant described under the caption "—Incurrence of Indebtedness and Issuance of Preferred Stock," the Company will be in default of such covenant. The Board of Directors of the Company may at any time designate any Unrestricted Subsidiary to be a Restricted Subsidiary of the Company; *provided* that such designation will be deemed to be an incurrence of Indebtedness by a Restricted Subsidiary of the Company of any outstanding Indebtedness of such Unrestricted Subsidiary, and such designation will only be permitted if (1) such Indebtedness is permitted under the covenant described under the caption "—Incurrence of Indebtedness and Issuance of Preferred Stock," calculated on a pro forma basis as if such designation had occurred at the beginning of the applicable reference period; and (2) no Default or Event of Default would be in existence following such designation.

Payments for Consent

The Company will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, pay or cause to be paid any consideration to or for the benefit of any holder of notes for or as an inducement to any consent, waiver or amendment of any of the terms or provisions of the indenture or the notes unless such consideration is offered to be paid and is paid to all holders of the notes that consent, waive or agree to amend in the time frame set forth in the solicitation documents relating to such consent, waiver or agreement.

Reports

Whether or not required by the rules and regulations of the SEC, so long as any notes are outstanding, the Company will furnish to the holders of the notes (or file with the SEC for public availability) within the time periods specified in the SEC's rules and regulations:

(1) all quarterly and annual reports that would be required to be filed with the SEC on Forms 10-Q and 10-K if the Company were required to file such reports, including a "Management's Discussion and Analysis of Financial Condition and Results of Operations" and, with respect to the annual information only, a report thereon by the Company's certified independent accountants; and

(2) all current reports that would be required to be filed with the SEC on Form 8-K if the Company were required to file such reports.

All such reports will be prepared in all material respects in accordance with all of the rules and regulations applicable to such reports. In addition, the Company will file a copy of each of the reports referred to in clauses (1) and (2) above with the SEC for public availability within the time periods specified in the rules and regulations applicable to such reports (unless the SEC will not accept such a filing). To the extent any such information is not furnished within the time periods specified above and such information is subsequently furnished (including upon becoming publicly available, by filing such information with the SEC), the Company shall be deemed to have satisfied its obligations with respect thereto as such time and any Default with respect thereto shall be deemed to have been cured.

If, at any time the Company is not subject to the periodic reporting requirements of the Exchange Act for any reason, the Company will nevertheless continue filing the reports specified in the preceding paragraphs of this covenant with the SEC within the time periods specified above unless the SEC will not accept such a filing. The Company will not take any action for the purpose of causing the SEC not to accept any such filings. If notwithstanding the foregoing, the SEC will not accept the Company filings for any reason, the Company will post the reports referred to in the preceding paragraphs on its website within the time periods that would apply if the Company were required to file those reports with the SEC.

If the Company has designated any of its Subsidiaries as Unrestricted Subsidiaries, then the quarterly and annual financial information required by the preceding paragraphs will include a reasonably detailed presentation, either on the face of the financial statements or in the footnotes thereto, and in Management's Discussion and Analysis of Financial Condition and Results of Operations, of the financial condition and results of operations of the Company and its Restricted Subsidiaries separate from the financial condition and results of operations of the Unrestricted Subsidiaries of the Company.

In addition, the Company and the Guarantors agree that, for so long as any notes remain outstanding, if at any time they are not required to file with the SEC the reports required by the preceding paragraphs, they will furnish to the holders of notes and to securities analysts and prospective investors, upon their request, the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act.

Events of Default and Remedies

Each of the following is an "Event of Default":

(1) default for 30 days in the payment when due of interest on the notes;

(2) default in the payment when due (at maturity, upon redemption or otherwise) of the principal of, or premium, if any, on, the notes;

(3) failure by the Company or any of its Restricted Subsidiaries for 60 days after notice by the trustee to the Company or by the holders of at least 25% in aggregate principal amount of the notes then outstanding voting as a single class to the Company and the trustee to comply with any of the agreements in the indenture (other than a default referred to in clause (1) or (2) above);

(4) default under any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any Indebtedness for money borrowed by the Company or any of its Restricted Subsidiaries that is a Significant Subsidiary (or the payment of which is guaranteed by the Company or any of its Restricted Subsidiaries that is a Significant Subsidiary), whether such Indebtedness or Guarantee now exists, or is created after the Issue Date, if that default:

(a) is caused by a failure to pay principal of, or premium, if any, on any such Indebtedness at final Stated Maturity (after giving effect to any applicable grace periods) (a "Payment Default"); or

(b) results in the acceleration of such Indebtedness prior to its express maturity, and, in each case, the principal amount of any such Indebtedness, together with the principal amount of any other such Indebtedness under which there has been a Payment Default or the maturity of which has been so accelerated, aggregates $20.0 million or more;

(5) failure by the Company or any of its Restricted Subsidiaries that is a Significant Subsidiary to pay final non-appealable judgments entered by a court or courts of competent jurisdiction aggregating in excess of $20.0 million (other than any judgments covered by indemnities or insurance policies issued by reputable and creditworthy companies), which judgments are not paid, discharged or stayed, for a period of 60 days, after the applicable judgment becomes final and non-appealable;

(6) except as permitted by the indenture, any Note Guarantee of a Significant Subsidiary is held in any judicial proceeding to be unenforceable or invalid or ceases for any reason to be in full force and effect (except as contemplated by the terms hereof), or any Guarantor, or any Person acting on behalf of any Guarantor, denies or disaffirms its obligations under its Note Guarantee and any such Default continues for 10 days; or

(7) certain events of bankruptcy or insolvency described in the indenture with respect to either of the Company or any of its Restricted Subsidiaries that is a Significant Subsidiary or any group of its Restricted Subsidiaries that, taken together, would constitute a Significant Subsidiary.

In the case of an Event of Default arising from certain events of bankruptcy or insolvency, with respect to either of the Company, any Restricted Subsidiary of the Company that is a Significant Subsidiary or any group of Restricted Subsidiaries of the Company that, taken together, would constitute a Significant Subsidiary, all outstanding notes will become due and payable immediately without further action or notice. If any other Event of Default occurs and is continuing, the trustee or the holders of at least 25% in aggregate principal amount of the then outstanding notes by notice to the Company (with a copy to the trustee if given by holders of notes) may declare all the notes to be due and payable immediately.

Holders of notes may not enforce the indenture or the notes except as provided in the indenture.

Subject to certain limitations, holders of a majority in aggregate principal amount of the then outstanding notes may direct the trustee in its exercise of any trust or power. The trustee may withhold from holders of the notes notice of any continuing Default or Event of Default if it determines that withholding notice is in their interest, except a Default or Event of Default relating to the payment of principal of, premium on, if any, and interest.

In the event of a declaration of acceleration of the notes because an Event of Default has occurred and is continuing as a result of the acceleration of any Indebtedness described in clause (4) of the preceding paragraph (excluding any resulting payment default under the indenture or the notes), the declaration of acceleration of the notes shall be automatically annulled if the holders of all Indebtedness described in clause (4) have rescinded the declaration of acceleration in respect of such Indebtedness within 20 days of the date of such declaration of acceleration of the notes, and if the annulment of the acceleration of the notes would not conflict with any judgment or decree of a court of competent jurisdiction, and all existing Events of Default, except non-payment of principal or interest on the notes that became due solely because of the acceleration of the notes, have been cured or waived.

The indenture provides that if a Default is deemed to occur solely as a consequence of the existence of another Default (the "Initial Default"), then, at the time such Initial Default is cured, the Default that resulted solely because of that Initial Default will also be cured without any further action.

Subject to the provisions of the indenture relating to the duties of the trustee, in case an Event of Default occurs and is continuing, the trustee will be under no obligation to exercise any of the rights or powers under the indenture at the request or direction of any holders of notes unless such holders have offered to the trustee reasonable indemnity or security satisfactory to the trustee against any loss, liability or expense. Except to enforce the right to receive payment of principal, premium, if any, or interest, when due, no holder of a note may pursue any remedy with respect to the indenture or the notes unless:

(1) such holder has previously given the trustee written notice that an Event of Default has occurred and is continuing;

(2) holders of at least 25% in aggregate principal amount of the then outstanding notes make a written request to the trustee to pursue the remedy;

(3) such holder or holders offer and, if requested, provide to the trustee security or indemnity reasonably satisfactory to the trustee against any loss, liability or expense;

(4) the trustee does not comply with such request within 60 days after receipt of the notice, request and the offer of security or indemnity; and

(5) during such 60-day period, holders of a majority in aggregate principal amount of the then outstanding notes do not give the trustee a direction inconsistent with such request.

The holders of a majority in aggregate principal amount of the then outstanding notes by written notice to the trustee may, on behalf of the holders of all of the notes, rescind an acceleration or waive any existing Default or Event of Default and its consequences under the indenture, if the rescission would not conflict with any judgment or decree, except a continuing Default or Event of Default in the payment of principal of, premium on, if any, or interest on, the notes (except nonpayment of principal, premium, if any, or interest on the notes that became due solely because of the acceleration of the notes).

The Company and each Guarantor is required to deliver to the trustee annually a statement regarding compliance with the indenture. Upon becoming aware of any Default or Event of Default, the Company is required to deliver to the trustee a statement specifying such Default or Event of Default.

No Personal Liability of Directors, Officers, Employees and Stockholders

No director, officer, employee, incorporator or stockholder of the Company or any Guarantor, as such, will have any liability for any obligations of the Company or the Guarantors under the notes, the indenture, the Note Guarantees or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each holder of notes by accepting a note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the notes. The waiver may not be effective to waive liabilities under the federal securities laws.

Legal Defeasance and Covenant Defeasance

The Company may at any time, at the option of the Company's Board of Directors evidenced by resolutions set forth in an officers' certificate, elect to have all of the Company's obligations discharged with respect to the outstanding notes and all obligations of the Guarantors discharged with respect to their Note Guarantees ("Legal Defeasance") except for:

(1) the rights of holders of outstanding notes to receive payments in respect of the principal of premium on, if any, and interest on, such notes when such payments are due from the trust referred to below;

(2) the Company's obligations with respect to the notes concerning issuing temporary notes, registration of transfer of notes, mutilated, destroyed, lost or stolen notes and the maintenance of an office or agency for payment and money for security payments held in trust;

(3) the rights, powers, trusts, duties and immunities of the trustee under the indenture, and the Company's and the Guarantors' obligations in connection therewith; and

(4) the Legal Defeasance and Covenant Defeasance provision of the indenture.

In addition, the Company may, at its option and at any time, elect to have the obligations of the Company and the Guarantors released with respect to certain covenants (including its obligation to make Change of Control Offers and Asset Sale Offers) that are described in the indenture ("Covenant Defeasance") and thereafter any omission to comply with those covenants will not constitute a Default or Event of Default with respect to the notes. In the event Covenant Defeasance occurs, all Events of Default described under the caption "—Events of Default and Remedies" (except those relating to payments on the notes, covenants that are not subject to Covenant Defeasance or bankruptcy, receivership, rehabilitation or insolvency events) will no longer constitute an Event of Default with respect to the notes.

In order to exercise either Legal Defeasance or Covenant Defeasance:

(1) the Company must irrevocably deposit with the trustee, in trust, for the benefit of the holders of the notes, cash in U.S. dollars in an amount, non-callable Government Securities, the scheduled payments of principal of and interest thereon will be in an amount, or a combination thereof in amounts, as will be sufficient, in the opinion of a nationally recognized investment bank, appraisal firm or firm of independent public accountants, to pay the principal of, premium on, if any, and interest on, the outstanding notes on the stated date for payment thereof or on the applicable redemption date, as the case may be, and all interest accrued to such dates, and the Company must specify whether the notes are being defeased to such stated date for payment or to a particular redemption date;

(2) in the case of Legal Defeasance, the Company must deliver to the trustee an opinion of counsel reasonably acceptable to the trustee confirming that (a) the Company has received from, or there has been published by, the Internal Revenue Service a ruling or (b) since the Issue Date, there has been a change in the applicable federal income tax law, in either case to the effect that, and based thereon such opinion of counsel will confirm that, the beneficial owners of the outstanding notes will not recognize income, gain or loss for federal income tax purposes as a result of such Legal Defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Legal Defeasance had not occurred;

(3) in the case of Covenant Defeasance, the Company must deliver to the trustee an opinion of counsel reasonably acceptable to the trustee confirming that the beneficial owners of the outstanding notes will not recognize income, gain or loss for federal income tax purposes as a result of such Covenant Defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same time, as would have been the case if such Covenant Defeasance had not occurred;

(4) no Default or Event of Default has occurred and is continuing on the date of such deposit (other than a Default or Event of Default resulting from the borrowing of funds to be applied to such deposit (and any similar concurrent deposit relating to other Indebtedness), and the granting of Liens to secure such borrowings);

(5) such Legal Defeasance or Covenant Defeasance will not result in a breach or violation of or constitute a default under, any material agreement or instrument (other than the indenture and the agreements governing any other Indebtedness being defeased, discharged or replaced) to which the Company or any of the Guarantors is a party or by which the Company or any of the Guarantors is bound;

(6) the Company must deliver to the trustee an officers' certificate stating that the deposit was not made by the Company with the intent of preferring the holders of notes over the other creditors of the Company with the intent of defeating, hindering, delaying or defrauding any creditors of the Company or others; and

(7) the Company must deliver to the trustee an officers' certificate and an opinion of counsel, each stating that all conditions precedent relating to the Legal Defeasance or the Covenant Defeasance have been complied with.

Amendment, Supplement and Waiver

Except as provided in the next two succeeding paragraphs, the indenture or the notes or the Note Guarantees may be amended or supplemented with the consent of the holders of at least a majority in aggregate principal amount of the then outstanding notes (including, without limitation, additional notes, if any) voting as a single class (including, without limitation, consents obtained in connection with a tender offer or exchange offer for, or purchase of, the notes), and any existing Default or Event of Default (other than a Default or Event of Default in the payment of the principal of, premium on, if any, or interest on, the notes, except a payment default resulting from an acceleration that has been rescinded) or compliance with any provision of the indenture or the notes or the Note Guarantees may be waived with the consent of the holders of at least a majority in aggregate principal amount of the then outstanding notes (including, without limitation, additional notes, if any) voting as a single class (including, without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, notes).

Without the consent of each holder of notes affected, an amendment, supplement or waiver may not (with respect to any notes held by a non-consenting holder):

(1) reduce the principal amount of notes whose holders must consent to an amendment, supplement or waiver;

(2) reduce the principal of or change the fixed maturity of any note or alter or waive any of the provisions relating to the dates on which the notes may be redeemed or the redemption price thereof with respect to the redemption of the notes;

(3) reduce the rate of or change the time for payment of interest, including default interest, on any note;

(4) waive a Default or Event of Default in the payment of principal of, premium on, if any, or interest on, the notes (except a rescission of acceleration of the notes by the holders of at least a majority in aggregate principal amount of the then outstanding notes and a waiver of the payment default that resulted from such acceleration);

(5) make any note payable in money other than that stated in the notes;

(6) make any change in the provisions of the indenture relating to waivers of past Defaults or the rights of holders of notes to receive payments of principal of, premium on, if any, or interest on, the notes;

(7) modify the obligation of the Company to repurchase notes under the caption "—Repurchase at the Option of Holders," after the date of an event giving rise to such repurchase obligation;

(8) release any Guarantor from any of its obligations under its Note Guarantee or the indenture, except in accordance with the terms of the indenture;

(9) make any change in the preceding amendment and waiver provisions; or

(10) make any change to or modify, the ranking of the notes in respect of right of payment that would adversely affect the holders of the notes.

Notwithstanding the preceding, without the consent of any holder of notes, the Company and the trustee may amend or supplement the indenture, the notes or the Note Guarantees:

(1) to cure any ambiguity, mistake, defect or inconsistency;

(2) to provide for uncertificated notes in addition to or in place of certificated notes;

(3) to provide for the assumption of the Company's or any Guarantor's obligations to holders of notes and Note Guarantees in the case of a merger or consolidation or sale, assignment, transfer, conveyance, lease or other disposition of all or substantially all of the Company's or such Guarantor's assets, as applicable;

(4) to make any change that would provide any additional rights or benefits to the holders of notes or that does not adversely affect the legal rights under the indenture of any holder in any material respects;

(5) to comply with requirements of the SEC in order to effect or maintain the qualification of the indenture under the TIA;

(6) to conform the text of the indenture, the notes or the Note Guarantees to any provision of this "Description of the Exchange Notes";

(7) to provide for the issuance of the Exchange Notes pursuant to the Registration Rights Agreement and the additional notes in accordance with the limitations set forth in the indenture as of the Issue Date;

(8) to allow any Guarantor to execute a supplemental indenture and/or a Note Guarantee with respect to the notes in accordance with the terms of the indenture, to add security to or for the benefit of the notes, or to confirm and evidence the release, termination or discharge of any Note Guarantee or Lien with respect to or securing the notes when such release, termination or discharge is provided for under the indenture; or

(9) to evidence and provide for the acceptance and appointment under the indenture of a successor trustee pursuant to the requirements therefor.

Satisfaction and Discharge

The indenture will be discharged and will cease to be of further effect as to all notes issued thereunder, when:

(1) either:

(a) all notes that have been authenticated, except lost, stolen or destroyed notes that have been replaced or paid and notes for whose payment money has been deposited in trust and thereafter repaid to the Company or discharged from such trust, have been cancelled or delivered to the trustee for cancellation; or

(b) all such notes have become due and payable at final maturity or by reason of the mailing of a notice of redemption or will become due and payable within one year or will be redeemed within one year under arrangements satisfactory to the trustee for the giving of a notice of redemption in the name and at the expense of the Company and the Company or any Guarantor has irrevocably deposited or caused to be deposited with the trustee as trust funds in trust solely for the benefit of the holders, cash in U.S. dollars in an amount, non-callable Government Securities, the scheduled payments of principal of and interest thereon will be in an amount, or a combination thereof in amounts, as will be sufficient (in case Government Securities have been deposited, in the opinion of a nationally recognized investment bank, appraisal firm or firm of independent public accountants), without consideration of any reinvestment of interest, to pay and discharge the entire Indebtedness on such notes for principal of, premium on, if any, and interest on, the notes to the date of maturity or redemption;

(2) the Company or any Guarantor has paid or caused to be paid all sums payable by it under the indenture; and

(3) the Company has delivered irrevocable instructions to the trustee under the indenture to apply the deposited money toward the payment of the notes at maturity or on the redemption date, as the case may be.

In addition, the Company must deliver an officers' certificate and an opinion of counsel to the trustee stating that all conditions precedent to satisfaction and discharge have been satisfied.

Concerning the Trustee

U.S. Bank National Association acts as the trustee for the notes under the indenture.

If the trustee becomes a creditor of the Company or any Guarantor, the indenture limits the right of the trustee to obtain payment of claims in certain cases, or to realize on certain property received in respect of any such claim as security or otherwise. The trustee will be permitted to engage in other transactions; however, if it acquires any conflicting interest it must eliminate such conflict within 90 days, apply to the SEC for permission to continue as trustee (if the indenture has been qualified under the TIA) or resign.

The holders of a majority in aggregate principal amount of the then outstanding notes will have the right to direct the time, method and place of conducting any proceeding for exercising any remedy available to the trustee, subject to certain exceptions. The indenture provides that in case an Event of Default has occurred and is continuing, the trustee will be required, in the exercise of its rights and powers under the indenture, to use the same degree of care in their exercise as a prudent man would exercise or use in the conduct of his own affairs. Subject to such provisions, the trustee will be under no obligation to exercise any of its rights or powers under the indenture at the request or direction of any holder of notes, unless such holder has offered to the trustee reasonable indemnity and/or security satisfactory to it against any loss, liability or expense. For example, the trustee may require a holder to post a bond or other security if such holder requests the trustee to file a lawsuit against the Company, because the trustee is not required under the indenture to expend or risk its own funds or incur any liability.

U.S. Bank National Association, in each of its capacities, including without limitation as Trustee, registrar and paying agent, assumes no responsibility for the accuracy or completeness of the information relating to this Exchange Offer, the notes, the Company or its affiliates or any other party contained in this prospectus or for any failure by the Company or any other party to disclose events that may have occurred and may affect the significance or accuracy of such information.

Additional Information

Anyone who receives this prospectus may obtain a copy of the indenture without charge by writing to Acadia Healthcare Company, Inc., 6100 Tower Circle, Suite 1000, Franklin, Tennessee 37067, Attention: Christopher L. Howard.

Certain Definitions

Set forth below are certain defined terms used in the indenture. Reference is made to the indenture for a full disclosure of all defined terms used therein, as well as any other capitalized terms used herein for which no definition is provided.

"Acquired Debt" means, with respect to any specified Person:

(1) Indebtedness of any other Person existing at the time such other Person is merged with or into or became a Subsidiary of such specified Person, whether or not such Indebtedness is incurred in connection with, or in contemplation of, such other Person merging with or into, or becoming a Restricted Subsidiary of, such specified Person; *provided*, *however*, that any Indebtedness of such acquired Person that is redeemed, defeased, retired or otherwise repaid at the time of or immediately upon consummation of the transactions by which such Person merges with or into or becomes a Subsidiary of such Person shall not be considered to be Acquired Debt; and

(2) Indebtedness secured by a Lien encumbering any asset acquired by such specified Person.

"Affiliate" of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, "control," as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise. For purposes of this definition, the terms "controlling," "controlled by" and "under common control with" have correlative meanings.

"Applicable Premium" means, with respect to any note on any redemption date, the greater of:

(1) 1.0% of the principal amount of the note; or

(2) the excess of:

(a) the present value at such redemption date of (i) the redemption price of the note at February 15, 2018 (such redemption price being set forth in the table appearing above under the caption "—Optional Redemption"), plus (ii) all required interest payments due on the note through February 15, 2018 (excluding accrued but unpaid interest to the redemption date), computed using a discount rate equal to the Treasury Rate as of such redemption date plus 50 basis points; over

(b) the principal amount of the note.

"Asset Sale" means:

(1) the sale, lease, conveyance or other disposition of any assets or rights by the Company or any of its Restricted Subsidiaries; *provided* that the sale, lease, conveyance or other disposition of all or substantially all of the assets of the Company and its Restricted Subsidiaries taken as a whole will be governed by the provisions of the indenture described above under the caption "—Repurchase at the Option of Holders—Change of Control" and/or the covenant described above under the caption "—Certain Covenants—Merger, Consolidation or Sale of Assets" and not by the provisions of the Asset Sale covenant; and

(2) the issuance of Equity Interests (other than directors' qualifying shares or shares or interests required to be held by foreign nationals or third parties to the extent required by applicable law or any Preferred Stock or Disqualified Stock of a Restricted Subsidiary of the Company issued in compliance with the provisions of the indenture described under the caption "—Certain Covenants—Incurrence of Indebtedness and Issuance of Preferred Stock") by any of the Company's Restricted Subsidiaries or the sale by the Company or any of its Restricted Subsidiaries of Equity Interests in any of the Company's Restricted Subsidiaries.

Notwithstanding the preceding, none of the following items will be deemed to be an Asset Sale:

(1) any single transaction that involves assets or Equity Interests having a Fair Market Value of less than $5.0 million;

(2) a transfer of assets between or among the Company and its Restricted Subsidiaries;

(3) an issuance or sale of Equity Interests by a Restricted Subsidiary of the Company to the Company or to another Restricted Subsidiary of the Company or as part of or pursuant to an equity incentive or compensation plan approved by the Board of Directors of the Company;

(4) the sale, lease or other transfer of products, inventory, services or accounts receivable in the ordinary course of business, the discount or forgiveness of accounts receivable in the ordinary course of business in connection with the collection or compromise thereof, the disposition of business not comprising the disposition of an entire line of business and any sale or other disposition of surplus, damaged, worn-out or obsolete assets in the ordinary course of business (including the abandonment or other disposition of intellectual property that is, in the reasonable judgment of the Company, no longer economically practicable or commercially reasonable to maintain or useful in any material respect, taken as a whole, in the conduct of the business of the Company and its Restricted Subsidiaries taken as whole);

(5) licenses and sublicenses by the Company or any of its Restricted Subsidiaries of software or intellectual property;

(6) any surrender, termination or waiver of contract rights or settlement, release, recovery on or surrender of contract, tort or other claims in the ordinary course of business;

(7) the granting of Liens not prohibited by the covenant described above under the caption "—Certain Covenants—Liens";

(8) the sale or other disposition of cash or Cash Equivalents;

(9) a Restricted Payment that does not violate the covenant described above under the caption "—Certain Covenants—Restricted Payments" or a Permitted Investment;

(10) leases and subleases and licenses and sublicenses by the Company or any of its Restricted Subsidiaries of real or personal property in the ordinary course of business;

(11) any liquidation or dissolution of a Restricted Subsidiary *provided* that such Restricted Subsidiary's direct parent is also either the Company or a Restricted Subsidiary of the Company and immediately becomes the owner of such Restricted Subsidiary's assets;

(12) the granting of any option or other right to purchase, lease or otherwise acquire inventory and delinquent accounts receivable in the ordinary course of business;

(13) any issuance or sale of Equity Interests in, or Indebtedness or other securities of, an Unrestricted Subsidiary;

(14) any exchange of assets for assets (including a combination of assets and Cash Equivalents) related to a Permitted Business of comparable or greater market value or usefulness to the business of the Company and its Restricted Subsidiaries as a whole, as determined in good faith by the Company;

(15) the sale, transfer, termination or other disposition of Hedging Obligations incurred in compliance with the indenture;

(16) sales of assets received by the Company or any of its Restricted Subsidiaries upon the foreclosure on a Lien;

(17) any trade-in of equipment by the Company or any Restricted Subsidiary of the Company in exchange for other equipment; *provided* that in the good faith judgment of the Company, the Company or such Restricted Subsidiary receives equipment having a Fair Market Value equal or greater than the equipment being traded in; and

(18) the transfer, sale or other disposition resulting from any involuntary loss of title, involuntary loss or damage to or destruction of, or any condemnation or other taking of, any property or assets of the Company or any Restricted Subsidiary.

"Asset Sale Offer" has the meaning assigned to that term under the caption "—Repurchase at the Option of Holders—Asset Sales."

"Beneficial Owner" has the meaning assigned to such term in Rule 13d-3 and Rule 13d-5 under the Exchange Act, except that in calculating the beneficial ownership of any particular "person" (as that term is used in Section 13(d)(3) of the

Exchange Act), such "person" will be deemed to have beneficial ownership of all securities that such "person" has the right to acquire by conversion or exercise of other securities, whether such right is currently exercisable or is exercisable only after the passage of time. The terms "Beneficially Owns" and "Beneficially Owned" have a corresponding meaning.

"Board of Directors" means:

(1) with respect to a corporation, the board of directors of the corporation or any committee thereof duly authorized to act on behalf of such board;

(2) with respect to a partnership, the Board of Directors of the general partner of the partnership;

(3) with respect to a limited liability company, the managing member or members or any controlling committee of managing members thereof; and

(4) with respect to any other Person, the board or committee of such Person serving a similar function.

"Capital Lease Obligation" means, at the time any determination is to be made, the amount of the liability in respect of a capital lease that would at that time be required to be capitalized on a balance sheet prepared in accordance with GAAP, and the Stated Maturity thereof shall be the date of the last payment of rent or any other amount due under such lease prior to the first date upon which such lease may be prepaid by the lessee without payment of a penalty.

"Capital Stock" means:

(1) in the case of a corporation, corporate stock;

(2) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock;

(3) in the case of a partnership or limited liability company, partnership interests (whether general or limited) or membership interests; and

(4) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person, but excluding from all of the foregoing any debt securities convertible into Capital Stock, whether or not such debt securities include any right of participation with Capital Stock.

"Cash Equivalents" means:

(1) United States dollars, pounds sterling, euros, the national currency of any participating member state of the European Union or, in the case of any Foreign Subsidiary, such local currencies held by it from time to time in the ordinary course of business;

(2) readily marketable direct obligations of any member of the European Economic Area, Switzerland, or Japan, or any agency or instrumentality thereof or obligations unconditionally guaranteed by the full faith and credit of such country, and, at the time of acquisition thereof, having a credit rating of at least AA- (or the equivalent grade) by Moody's or Aa3 by S&P;

(3) marketable general obligations issued by any state of the United States or any political subdivision thereof or any instrumentality thereof that are guaranteed by the full faith and credit of such state, at the time of acquisition thereof, having a credit rating of at least AA- (or the equivalent grade) by Moody's or Aa3 by S&P;

(4) securities or any other evidence of Indebtedness or readily marketable direct obligations issued or directly and fully guaranteed or insured by the United States government or any agency or instrumentality of the United States government (*provided* that the full faith and credit of the United States is pledged in support of those securities), having maturities of not more than 12 months from the date of acquisition;

(5) certificates of deposit and eurodollar time deposits with maturities of 12 months or less from the date of acquisition, bankers' acceptances with maturities not exceeding 12 months and overnight bank deposits, in each case, with any lender party to the Credit Agreement or with any domestic commercial bank having capital and surplus in excess of $500.0 million;

(6) repurchase obligations for underlying securities of the types described in clauses (4) and (5) above entered into with any financial institution meeting the qualifications specified in clause (5) above;

(7) commercial paper having one of the two highest ratings obtainable from Moody's or S&P and, in each case, maturing within 12 months after the date of acquisition; and

(8) money market funds at least 95% of the assets of which constitute Cash Equivalents of the kinds described in clauses (1) through (7) of this definition.

"Change of Control" means the occurrence of any of the following:

(1) the direct or indirect sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the properties or assets of the Company and its Subsidiaries taken as a whole to any Person (including any "person" (as that term is used in Section 13(d)(3) of the Exchange Act)) other than the Permitted Holders; or

(2) the Company becomes aware of (by way of a report or any other filing pursuant to Section 13(d) of the Exchange Act, proxy, vote, written notice or otherwise) the consummation of any transaction (including, without limitation, any merger or consolidation), the result of which is that any Person (including any "person" (as defined above)) other than the Permitted Holders becomes the Beneficial Owner, directly or indirectly, of more than 50% of the total voting power of the Voting Stock of the Company, measured by voting power rather than number of shares.

"Change of Control Offer" has the meaning assigned to that term under the caption "—Repurchase at the Option of Holders—Change of Control."

"Change of Control Payment" has the meaning assigned to that term under the caption "—Repurchase at the Option of Holders—Change of Control."

"Change of Control Payment Date" has the meaning assigned to that term under the caption "—Repurchase at the Option of Holders—Change of Control."

"Consolidated EBITDA" means, with respect to any specified Person for any period, the Consolidated Net Income of such Person for such period *plus*, without duplication:

(1) provision for taxes based on income, profits or capital (including state franchise taxes and similar taxes in the nature of income tax) of such Person and its Restricted Subsidiaries for such period, franchise taxes and foreign withholding taxes and including an amount equal to the tax distributions actually made to the holders of the Capital Stock of such Person or any direct or indirect parent of such Person in respect of such period in accordance with clause (3) of the definition of "Permitted Payments to Parent," as though such amounts had been paid as income taxes directly by such Person, in each case, to the extent that such provision for taxes was deducted in computing such Consolidated Net Income; *plus*

(2) the consolidated depreciation and amortization expense of such Person and its Restricted Subsidiaries for such period (including amortization of intangibles, deferred financing fees, debt issuance costs, commissions, fees and expenses), to the extent such expenses were deducted in computing such Consolidated Net Income; *plus*

(3) the Fixed Charges of such Person and its Restricted Subsidiaries for such period, to the extent that such Fixed Charges were deducted in computing such Consolidated Net Income; *plus*

(4) any other consolidated non-cash charges of such Person and its Restricted Subsidiaries for such period, to the extent that such consolidated non-cash charges were included in computing such Consolidated Net Income; *provided* that if any such non-cash charge represents an accrual or reserve for anticipated cash charges in future period, the cash payment in respect thereof in such future period shall be subtracted from Consolidated EBITDA to such extent, and excluding amortization of a prepaid cash item that was paid in a prior period; *plus*

(5) any expenses in connection with earn-out obligations of such Person and its Restricted Subsidiaries for such period, to the extent that such expenses were deducted in computing such Consolidated Net Income; *plus*

(6) losses in respect of post-retirement benefits of such Person, as a result of the application of ASC 715, *Compensation—Retirement Benefits*, to the extent that such losses were deducted in computing such Consolidated Net Income; *plus*

(7) any proceeds from business interruption insurance received by such Person during such period, to the extent the associated losses arising out of the event that resulted in the payment of such business interruption insurance proceeds were included in computing Consolidated Net Income; *plus*

(8) any expense to the extent that a corresponding amount is received during such period in cash by the Company or any Restricted Subsidiary under any agreement providing for indemnification or reimbursement of such expense; *plus*

(9) (a) the non-cash portion of rent expenses *minus* (b) the cash portion of rent expense which exceeds the amount expensed in respect of such rent expense, except for the impact of landlord construction allowance amortization; *plus*

(10) any losses due to the application of FAS 160, *Non-Controlling Interests in Consolidated Financial Statements*, to the extent that such losses were deducted in computing such Consolidated Net Income; *minus*

(11) the amount of any gain in respect of post-retirement benefits as a result of the application of ASC 715, *Compensation—Retirement Benefits*, to the extent such gains were taken into account in computing such Consolidated Net Income; *minus*

(12) non-cash gains increasing such Consolidated Net Income for such period, other than the accrual of revenue in the ordinary course of business and other than reversals of an accrual or reserve for a potential cash item that reduced Consolidated EBITDA in any prior period,

in each case, on a consolidated basis and determined in accordance with GAAP.

"Consolidated Net Income" means, with respect to any specified Person for any period, the aggregate of the net income (loss) of such Person and its Restricted Subsidiaries for such period, on a consolidated basis, determined in accordance with GAAP and without any reduction in respect of Preferred Stock dividends; *provided* that:

(1) any after-tax effect of all extraordinary, nonrecurring or unusual gains or losses or income or expenses (including any financial advisory fees, accounting fees, legal fees and other similar advisory and consulting fees (including the Management Services Termination Fees), management fees, transaction fees and expenses incurred as a result of the CRC Merger, UK Transaction and the Transactions and any amortization thereafter) or any restructuring charges or reserves, including, without limitation, any expenses related to any reconstruction, recommissioning or reconfiguration of fixed assets for alternate uses, retention, severance, system establishment cost, contract termination costs, costs to consolidate or close facilities and relocate employees, integration costs, will be excluded;

(2) any expenses, costs or charges incurred, or any amortization thereof for such period, in connection with any Equity Offering, Permitted Investment, acquisition, disposition, recapitalization or incurrence or repayment of Indebtedness permitted under the indenture, including a refinancing thereof (in each case whether or not successful) (including any such costs and charges incurred in connection with the CRC Merger, UK Transaction and the Transactions), and all gains and losses realized in connection with any business disposition or any disposition of assets outside the ordinary course of business or the disposition of securities or the early extinguishment of Indebtedness or Hedging Obligations or other derivative instruments, together with any related provision for taxes on any such gain, loss, income or expense will be excluded;

(3) the net income (or loss) of any Person that is not a Restricted Subsidiary or that is accounted for by the equity method of accounting will be excluded, *provided* that the income of such Person will be included to the extent of the amount of dividends or similar distributions paid in cash (or converted to cash) to the specified Person or a Restricted Subsidiary of the Person;

(4) the net income (or loss) of any Person and its Restricted Subsidiaries will be calculated without deducting the income attributed to, or adding the losses attributed to, the minority equity interests of third parties in any non-wholly owned Restricted Subsidiary except to the extent of the dividends paid in cash (or convertible into cash) to the referent Person or any of its Restricted Subsidiaries during such period on the shares of Capital Stock of such Restricted Subsidiary held by such third parties;

(5) solely for the purpose of the covenant described above under the caption "—Certain Covenants—Restricted Payments," the net income (but not loss) of any Restricted Subsidiary (other than a Guarantor) will be excluded to the extent that the declaration or payment of dividends or similar distributions by that Restricted Subsidiary of that net income is not at the date of determination permitted without any prior governmental approval (that has not been obtained) or, directly or indirectly, by operation of the terms of its charter or any agreement, instrument, judgment, decree, order, statute, rule or governmental regulation applicable to that Restricted Subsidiary or its stockholders, unless such restrictions with respect to the payment of dividends or similar distributions have been legally waived; *provided* that the Consolidated Net Income of such Person will be increased by the amount of dividends or distributions or other payments actually paid in cash (or converted to cash) by any such Restricted Subsidiary to such Person or another Restricted Subsidiary of such Person in respect of such period, to the extent not already included therein;

(6) the cumulative effect of any change in accounting principles will be excluded;

(7) (a) any non-cash expenses resulting from the grant or periodic remeasurement of stock options, restricted stock grants or other equity incentive programs (including any stock appreciation and similar rights) and (b) any costs or expenses incurred pursuant to any management equity plan or stock option plan or other management or employee benefit plan or agreement or any stock subscription or shareholder agreement, to the extent, in the case of clause (b), that such costs or expenses are funded with cash proceeds contributed to the common equity capital of the Company or a Restricted Subsidiary of the Company, will be excluded;

(8) the effect of any non-cash impairment charges or write-ups, write-downs or write-offs of assets or liabilities resulting from the application of GAAP and the amortization of intangibles arising from the application of GAAP, including pursuant to ASC 805, *Business Combinations*, ASC 350, *Intangibles—Goodwill and Other*, or ASC 360, *Property, Plant and Equipment*, as applicable, will be excluded;

(9) any net after-tax income or loss from disposed, abandoned or discontinued operations and any net after-tax gains or losses on disposed, abandoned or discontinued, transferred or closed operations will be excluded;

(10) any increase in amortization or depreciation, or effect of any adjustments to inventory, property, plant or equipment, software, goodwill and other intangibles, debt line items, deferred revenue or rent expense, any

one time cash charges or other effects, in each case, resulting from purchase accounting in connection with the Transactions or any other acquisition prior to or following the Existing 2018 Notes Issue Date will be excluded;

(11) an amount equal to the tax distributions actually made to the holders of the Capital Stock of such Person or any direct or indirect parent of such Person in respect of such period in accordance with clause (3) of the definition of "Permitted Payments to Parent" will be included as though such amounts had been paid as income taxes directly by such Person for such period;

(12) any net gain or loss from Hedging Obligations or in connection with the early extinguishment of Hedging Obligations (including of ASC 815, *Derivatives and Hedging*) shall be excluded; and

(13) accruals and reserves that are established or adjusted within 12 months after the Existing 2018 Notes Issue Date that are so required to be established as a result of the Transactions in accordance with GAAP shall be excluded.

"Continuing" means, with respect to any Default or Event of Default, that such Default or Event of Default has not been cured or waived.

"CRC Merger" means the transaction pursuant to the agreement and plan of merger dated as of October 29, 2014 with a wholly owned subsidiary of the Company and CRC Health Group, Inc. pursuant to which, among other things, such subsidiary of the Company merged with and into CRC Health Group, Inc. with CRC Health Group, Inc. surviving as a wholly owned subsidiary of the Company.

"Credit Agreement" means that certain Amended and Restated Credit Agreement, dated as of December 31, 2012, as amended, among Acadia Healthcare Company, Inc., its subsidiaries identified therein, the lenders identified therein and Bank of America, N.A., as administrative agent, swing line lender and L/C issuer, and Fifth Third Bank and Jefferies Finance LLC, as co-syndication agents, and including any related notes, Guarantees, collateral documents, mortgages, instruments and agreements executed in connection therewith, and, in each case, as further amended, restated, modified, renewed, extended, refunded, replaced in any manner (whether upon or after termination or otherwise) or refinanced (including by means of sales of debt securities to investors) in whole or in part from time to time, in one or more agreements or indentures (in each case with the same or new agents, lenders or investors), including any agreement adding or changing the borrower or any guarantor or extending the maturity thereof or otherwise restructuring all or any portion of the Indebtedness thereunder, restructuring lien priorities, increasing the amount loaned or issued thereunder or changing the obligations secured or altering the maturity thereof.

"Credit Facilities" means (a) one or more debt facilities (including, without limitation, the Credit Agreement) or commercial paper facilities, in each case, with banks or other institutional lenders providing for revolving credit loans, term loans, receivables financing (including through the sale of receivables to such lenders or to special purpose entities formed to borrow from such lenders against such receivables) or letters of credit, (b) debt securities, indentures, bonds, notes or other forms of debt financing (including convertible or exchangeable debt instruments or bank guarantees or bankers' acceptances) sold to investors, or (c) instruments or agreements evidencing any other Indebtedness, in each case with banks or other lenders or investors (including without limitation, any private equity fund) and, in each case, with the same or different borrowers or issuers and, in each case, as amended, supplemented, modified, extended, restructured, renewed, refinanced, restated, replaced or refunded in whole or in part from time to time, in one or more agreements or indentures (in each case with the same or new agents, lenders or investors), including any agreement adding or changing the borrower or any guarantor or extending the maturity thereof or otherwise restructuring all or any portion of the Indebtedness thereunder, restructuring lien priorities, increasing the amount loaned or issued thereunder or changing the obligations secured or altering the maturity thereof.

"Default" means any event that is, or with the passage of time or the giving of notice or both would be, an Event of Default.

"Designated Non-cash Consideration" means the Fair Market Value of non-cash consideration received by the Company or one of its Restricted Subsidiaries in connection with an Asset Sale that is so designated as Designated Non-cash Consideration pursuant to an officer's certificate, setting forth the basis of such valuation, less the amount of Cash Equivalents received in connection with a subsequent sale of such Designated Non-cash Consideration.

"Designated Preferred Stock" means Preferred Stock of the Company or any direct or indirect parent of the Company (other than Disqualified Stock), that is issued for cash (other than to the Company or any of its Subsidiaries or an employee stock plan or trust established by the Company or any of its Subsidiaries) and is so designated as Designated Preferred Stock, pursuant to an officer's certificate, on the date of issuance thereof, the cash proceeds of which are excluded from the calculation set forth in clause (c) of the covenant described under the caption "—Certain Covenants—Restricted Payments."

"Disqualified Stock" means any Capital Stock that, by its terms (or by the terms of any security into which it is convertible, or for which it is exchangeable, in each case, at the option of the holder of the Capital Stock), or upon the happening of any event, matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or is redeemable at the option of the holder of the Capital Stock, in whole or in part, on or prior to the date that is 91 days after the date on which the notes mature; *provided* that (1) only the portion of Capital Stock which so matures or is mandatorily redeemable, is so convertible or exchangeable or is so redeemable at the option of the holder thereof prior to such date will be deemed to be Disqualified Stock; (2) if such Capital Stock is issued to any employee or to any plan for the benefit of employees of the Company, any direct or indirect parent of the Company, or the Company's Restricted Subsidiaries or by any such plan to such employees, such Capital Stock will not constitute Disqualified Stock solely because it may be required to be repurchased by the Company in order to satisfy applicable statutory or regulatory obligations or as a result of such employee's termination, death or disability; and (3) any class of Capital Stock of such Person that by its terms authorizes such Person to satisfy its obligations thereunder by delivery of Capital Stock that is not Disqualified Stock will not be deemed to be Disqualified Stock.

"Domestic Subsidiary" means any Restricted Subsidiary of the Company that was formed under the laws of the United States or any state of the United States or the District of Columbia.

"Equity Interests" means Capital Stock and all warrants, options or other rights to acquire Capital Stock (but excluding any debt security that is convertible into, or exchangeable for, Capital Stock).

"Equity Offering" means a public or private sale either (1) of Equity Interests of the Company by the Company (other than Disqualified Stock and other than to a Subsidiary of the Company or any direct or indirect parent of the Company) or (2) of Equity Interests of a direct or indirect parent of the Company (other than to the Company, a Subsidiary of the Company or any direct or indirect parent of the Company), in each case other than public offerings with respect to the Company's or any direct or indirect parent company's common stock required to be registered on Form S-8 (or any successor form) under the Securities Act.

"Existing Indebtedness" means all Indebtedness of the Company and its Subsidiaries (other than Indebtedness under the Credit Agreement) in existence on the Issue Date.

"Existing 2018 Notes" means the Company's 12.875% Senior Notes.

"Existing 2018 Notes Issue Date" means November 1, 2011.

"Fair Market Value" means the value (which, for the avoidance of doubt, will take into account any liabilities, contingent or otherwise, associated with related assets) that would be paid by a willing buyer to an unaffiliated willing seller in an arm's-length transaction, determined in good faith by the Board of Directors of the Company (unless otherwise provided in the indenture).

"Fixed Charge Coverage Ratio" means with respect to any specified Person for any period, the ratio of the Consolidated EBITDA of such Person for such period to the Fixed Charges of such Person for such period. In the event that the specified Person or any of its Restricted Subsidiaries incurs, assumes, Guarantees, repays, repurchases, redeems, defeases or otherwise discharges any Indebtedness (other than in the case of revolving credit borrowings, in which case interest expense will be computed based upon the average daily balance of such Indebtedness during the applicable period) or issues, repurchases or redeems Preferred Stock subsequent to the commencement of the period for which the Fixed Charge Coverage

Ratio is being calculated and on or prior to the date on which the event for which the calculation of the Fixed Charge Coverage Ratio is made (the "Calculation Date"), then the Fixed Charge Coverage Ratio will be calculated giving pro forma effect (as determined in good faith by the Company, as certified in an officers' certificate delivered to the trustee) to such incurrence, assumption, Guarantee, repayment, repurchase, redemption, defeasance or other discharge of Indebtedness, or such issuance, repurchase or redemption of Preferred Stock, and the use of the proceeds therefrom, as if the same had occurred at the beginning of the applicable four-quarter reference period.

For purposes of making the computations referred to above, if Investments, acquisitions, dispositions, mergers, consolidations and discontinued operations (as determined in accordance with GAAP) are made after the Issue Date and during the four-quarter reference period or subsequent to such reference period and on or prior to or simultaneously with the Calculation Date (each, for purposes of this definition, a "pro forma event"), then the Fixed Charge Coverage Ratio will be calculated on a pro forma basis assuming that all such Investments, acquisitions, dispositions, mergers, consolidations, discontinued operations and operational changes (and the change of any associated fixed charge obligations and the change in Consolidated EBITDA resulting therefrom) had occurred on the first day of the four-quarter reference period. If since the beginning of such period any Person that subsequently became a Restricted Subsidiary of the Company or was merged with or into the Company or any Restricted Subsidiary of the Company since the beginning of such period will have made or effected any Investment, acquisition, disposition, merger, consolidation or discontinued operation, then the Fixed Charge Coverage Ratio will be calculated giving pro forma effect thereto for such period as if such Investment, acquisition, disposition, merger, consolidation, discontinued operation, or operational change had occurred at the beginning of the applicable four-quarter period.

For purposes of this definition, whenever pro forma effect is to be given to any pro forma event, the pro forma calculations will be made in good faith by a responsible financial or accounting officer of the Company. If any Indebtedness bears a floating rate of interest and is being given pro forma effect, the interest on such Indebtedness will be calculated as if the rate in effect on the Calculation Date had been the applicable rate for the entire period (taking into account any Hedging Obligations applicable to such Indebtedness if such Hedging Obligations have a remaining term in excess of 12 months as of the Calculation Date). For purposes of this definition, interest on a Capital Lease Obligation will be deemed to accrue at an interest rate reasonably determined by a responsible financial or accounting officer of the Company to be the rate of interest implicit in such Capital Lease Obligation in accordance with GAAP. For purposes of making the computation referred to above, interest on any Indebtedness under a revolving credit facility computed on a pro forma basis will be computed based upon the average daily balance of such Indebtedness during the applicable period. Interest on Indebtedness that may optionally be determined at an interest rate based upon a factor of a prime or similar rate, a eurocurrency interbank offered rate, or other rate, will be deemed to have been based upon the rate actually chosen, or, if none, then based upon such optional rate chosen as the Company may designate. Any pro forma calculations made pursuant to this definition may include adjustments appropriate, in the reasonable determination of the Company, as set forth in an officers' certificate delivered to the trustee, to reflect adjustments calculated to give effect to any Pro Forma Cost Savings.

"Fixed Charges" means, with respect to any specified Person for any period, the sum, without duplication, of:

(1) the consolidated interest expense of such Person and its Restricted Subsidiaries for such period, whether paid or accrued, to the extent such expense was deducted in computing Consolidated Net Income, including, without limitation, amortization of original issue discount, the interest component of all payments associated with Capital Lease Obligations, and the net effect of all payments made or received pursuant to Hedging Obligations in respect of interest rates (but excluding any non-cash interest expense attributable to the mark-to-market valuation of Hedging Obligations or other derivatives pursuant to GAAP) and excluding amortization or write-off of deferred financing fees and expensing of any other financing fees, including any expensing of bridge or commitment fees, and the non-cash portion of interest expense resulting from the reduction in the carrying value under purchase accounting of the Company's outstanding Indebtedness; *provided* that, for purposes of calculating consolidated interest expense, no effect will be given to the discount and/or premium resulting from the bifurcation of derivatives under ASC 815, *Derivatives and Hedging* as a result of the terms of the Indebtedness to which such consolidated interest expense applies; *plus*

(2) the consolidated interest expense of such Person and its Restricted Subsidiaries that was capitalized during such period; *plus*

(3) all cash dividends, whether paid or accrued, on any series of Preferred Stock of such Person or any of its Restricted Subsidiaries, excluding items eliminated in consolidation, in each case, determined on a consolidated basis in accordance with GAAP; *minus*

(4) the consolidated interest income of such Person and its Restricted Subsidiaries for such period, whether received or accrued, to the extent such income was included in determining Consolidated Net Income.

"Foreign Subsidiary" means any Restricted Subsidiary of the Company that is not a Domestic Subsidiary and any direct or indirect Subsidiary of such Restricted Subsidiary.

"GAAP" means generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board Accounting Standards Codification or in such other statements by such other entity as have been approved by a significant segment of the accounting profession, which are applicable to the circumstances, as of the date of determination. For the purposes of the indenture, the term "consolidated," with respect to any Person, shall mean such Person consolidated with its Restricted Subsidiaries, and shall not include any Unrestricted Subsidiary, but the interest of such Person in an Unrestricted Subsidiary will be accounted for as an Investment. Without limiting the foregoing, leases shall continue to be classified and accounted for on a basis consistent with that reflected in the Company's audited financial statements for the fiscal year ended December 31, 2012 for all purposes of this Description of Notes, notwithstanding any change in GAAP relating thereto.

"Government Securities" means direct obligations of, or obligations guaranteed by, the United States of America, and the payment for which the United States pledges its full faith and credit.

"Guarantee" means a guarantee other than by endorsement of negotiable instruments for collection in the ordinary course of business, direct or indirect, in any manner including, without limitation, by way of a pledge of assets or through letters of credit or reimbursement agreements in respect thereof, of all or any part of any Indebtedness (whether arising by virtue of partnership arrangements, or by agreements to keep-well, to purchase assets, goods, securities or services, to take or pay or to maintain financial statement conditions or otherwise).

"Guarantors" means:

(1) each direct or indirect Domestic Subsidiary of the Company on the Issue Date that guarantees the Company's Credit Agreement on the Issue Date; and

(2) any other Subsidiary of the Company that executes a Note Guarantee in accordance with the provisions of the indenture;

and their respective successors and assigns, in each case, until the Note Guarantee of such Person has been released in accordance with the provisions of the indenture.

"Hedging Obligations" means, with respect to any specified Person, the obligations of such Person under:

(1) interest rate swap agreements (whether from fixed to floating or from floating to fixed), interest rate cap agreements and interest rate collar agreements;

(2) other agreements or arrangements designed to manage interest rates or interest rate risk; and

(3) other agreements or arrangements designed to protect such Person against fluctuations in currency exchange rates or commodity prices.

"HUD Financing" means Indebtedness of HUD Financing Subsidiaries that is insured by the Federal Housing Administration, an organizational unit of the United States Department of Housing and Urban Development.

"HUD Financing Subsidiary" means any Domestic Subsidiary formed solely for the purpose of holding assets pledged as security in connection with any HUD Financing; *provided* that the designation of a Domestic Subsidiary as a HUD Financing Subsidiary shall be evidenced by an officers' certificate stating that such Domestic Subsidiary shall be designated as a HUD Financing Subsidiary and certifying that the sole purpose of such HUD Financing Subsidiary shall be to hold assets pledged as security in connection with HUD Financing and that the incurrence of the HUD Financing complies with the provisions of covenant described above under the caption "—Certain Covenants—Incurrence of Indebtedness and Issuance of Preferred Stock."

"Indebtedness" means, with respect to any specified Person, any indebtedness of such Person (excluding accrued expenses and trade payables, deferred compensation, deferred rent (other than for Capital Lease Obligations), and landlord allowances), whether or not contingent:

(1) in respect of borrowed money;

(2) evidenced by bonds, notes, debentures or similar instruments or letters of credit (or reimbursement agreements in respect thereof);

(3) in respect of banker's acceptances;

(4) representing Capital Lease Obligations;

(5) representing the balance of deferred and unpaid purchase price of any property or services due more than 60 days after such property is acquired or such services are completed; or

(6) representing any Hedging Obligations,

if and to the extent any of the preceding items (other than letters of credit and Hedging Obligations) would appear as a liability upon a balance sheet of the specified Person prepared in accordance with GAAP. In addition, the term "Indebtedness" includes all Indebtedness of others secured by a Lien on any asset of the specified Person (whether or not such Indebtedness is assumed by the specified Person) and, to the extent not otherwise included, the Guarantee by the specified Person of any Indebtedness of any other Person; *provided* that contingent obligations incurred in the ordinary course of business shall be deemed not to constitute Indebtedness. Indebtedness shall be calculated without giving effect to the effects of ASC 815, *Derivatives and Hedging* and related interpretations to the extent such effects would otherwise increase or decrease an amount of Indebtedness for any purpose under the indenture as a result of accounting for any embedded derivatives created by the terms of such Indebtedness.

"Independent Financial Advisor" means an accounting, appraisal or investment banking firm or consultant to Persons engaged in a Permitted Business, in each case of nationally recognized standing that is, in the good faith determination of the Company, qualified to perform the task for which it has been engaged.

"Insurance Subsidiary" means any future Subsidiary of the Company engaged solely in one or more of the general liability, professional liability, health and benefits and workers compensation and any other insurance businesses, providing insurance coverage for the Company, its Subsidiaries and any of its direct or indirect parents and the respective employees, officers or directors thereof.

"Investment Grade Securities" means:

(1) securities issued or directly and fully guaranteed or insured by the U.S. government or any agency or instrumentality thereof (other than Cash Equivalents) and in each case with maturities not exceeding two years from the date of acquisition;

(2) securities that have a rating equal to or higher than Baa3 (or the equivalent) by Moody's or BBB- (or the equivalent) by S&P, or an equivalent rating by any other "nationally recognized statistical rating organization" within the meaning of Section 3(a)(62) of the Exchange Act;

(3) investments in any fund that invests at least 95% of its assets in investments of the type described in clauses (1) and (2) which fund may also hold immaterial amounts of cash pending investment and/or distribution; and

(4) corresponding instruments in countries other than the United States customarily utilized for high quality investments and in each case with maturities not exceeding two years from the date of acquisition.

"Investments" means, with respect to any Person, all direct or indirect investments by such Person in other Persons (including Affiliates) in the form of loans (including Guarantees), advances or capital contributions (excluding accounts receivable, trade credit and advances to customers and commission, travel, relocation and similar advances to officers and employees made in the ordinary course of business), purchases or other acquisitions for consideration of Indebtedness, Equity Interests or other securities issued by any other Person, together with all items that are required to be classified as investments on a balance sheet prepared in accordance with GAAP in the same manner as the other investments included in this definition to the extent such transactions involve the transfer of cash or other property. If the Company or any Restricted Subsidiary of the Company sells or otherwise disposes of any Equity Interests of any direct or indirect Restricted Subsidiary of the Company such that, after giving effect to any such sale or disposition, such Person is no longer a Restricted Subsidiary of the Company, the Company will be deemed to have made an Investment on the date of any such sale or disposition equal to the Fair Market Value of the Company's Investments in such Subsidiary that were not sold or disposed of in an amount determined as provided in the penultimate paragraph of the covenant described above under the caption "—Certain Covenants—Restricted Payments." Except as otherwise provided in the indenture, the amount of an Investment will be determined at the time the Investment is made and without giving effect to subsequent changes in value. Notwithstanding anything in this "Description of the Exchange Notes" to the contrary, for purposes of the covenant described above under the caption "—Certain Covenants—Restricted Payments":

(1) "Investments" shall include the portion (proportionate to the Company's equity interest in such Subsidiary) of the Fair Market Value of the net assets of a Subsidiary of the Company at the time that such Subsidiary is designated an Unrestricted Subsidiary; *provided*, *however*, that upon a redesignation of such Subsidiary as a Restricted Subsidiary of the Company, the Company shall be deemed to continue to have a permanent "Investment" in an Unrestricted Subsidiary equal to an amount (if positive) equal to:

(a) the Company's "Investment" in such Subsidiary at the time of such redesignation; *minus*

(b) the portion (proportionate to the Company's equity interest in such Subsidiary) of the Fair Market Value of the net assets of such Subsidiary at the time of such redesignation; and

(2) any property transferred to or from an Unrestricted Subsidiary shall be valued at its Fair Market Value at the time of such transfer, in each case as determined in good faith by the Board of Directors of the Company.

"Issue Date" means February 11, 2015.

"Lien" means, with respect to any asset, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected under applicable law, including any conditional sale or other title retention agreement, and any financing lease in the nature thereof.

"Management Services Termination Fees" means the fees payable to Waud Capital Partners, L.L.C. pursuant to the termination agreement in respect of the professional services agreement by and between Waud Capital Partners, L.L.C. and Parent.

"Merger" means the merger of Merger Sub with and into PHC pursuant to the Merger Agreement.

"Merger Agreement" means the Agreement and Plan of Merger, by and among the Company, Merger Sub and PHC, dated as of May 23, 2011.

"Merger Sub" means Acadia Merger Sub, LLC, a Delaware limited liability company.

"Moody's" means Moody's Investors Service, Inc.

"Net Proceeds" means the aggregate cash proceeds and Cash Equivalents received by the Company or any of its Restricted Subsidiaries in respect of any Asset Sale (including, without limitation, any cash or Cash Equivalents received upon the sale or other disposition of any Designated Non-cash Consideration received in any Asset Sale, but excluding the assumption by the acquiring Person of Indebtedness relating to the disposed asset or other consideration received in any other non-cash form), net of the costs relating to such Asset Sale and the sale or disposition of such Designated Non-cash Consideration, including, without limitation, legal, accounting and investment banking fees, discounts and sales commissions, and any relocation expenses incurred as a result of the Asset Sale, taxes paid or payable as a result of the Asset Sale, in each case, after taking into account any available tax credits or deductions and any tax sharing arrangements, amounts applied to the repayment of principal, premium (if any) and interest on Indebtedness that is secured by the property or the assets that are the subject of such Asset Sale or that is otherwise required (other than pursuant to the fifth paragraph of the covenant described above under the caption "—Repurchase at the Option of Holders—Asset Sales") to be paid as a result of such transaction, and any deduction of appropriate amounts to be provided by the Company as a reserve in accordance with GAAP against any liabilities associated with the asset disposed of in such transaction and retained by the Company after such sale or other disposition thereof, including, without limitation, pension and other post-employment benefit liabilities and liabilities related to environmental matters or against any indemnification obligations associated with such transaction, and any funded escrow established pursuant to the documents evidencing any such sale or disposition to secure any indemnification obligations or adjustments to the purchase price associated with any such sale or disposition; *provided* that to the extent that any amounts are released from such escrow to the Company or a Restricted Subsidiary, such amounts net of any related expenses shall constitute Net Proceeds.

"Non-Recourse Debt" means Indebtedness of the Company or any Subsidiary of the Company:

(1) as to which neither the Company, nor any of the Company's Restricted Subsidiaries (a) provides credit support of any kind (including any undertaking, agreement or instrument that would constitute Indebtedness) or (b) is directly or indirectly liable as a guarantor or otherwise; and

(2) as to which the lenders have been notified in writing that they will not have any recourse to the stock or assets of the Company, or any of the Company's Restricted Subsidiaries (other than the Equity Interests of an Unrestricted Subsidiary).

"Note Guarantee" means the Guarantee by each Guarantor of the Company's obligations under the indenture and the notes, executed pursuant to the provisions of the indenture.

"Obligations" means any principal, interest, penalties, fees, indemnifications, reimbursements, damages and other liabilities payable under the documentation governing any Indebtedness; *provided* that Obligations with respect to the notes shall not include fees or indemnifications in favor of the trustee and other third parties other than the holders of the notes.

"Parent" means Acadia Healthcare Holdings, LLC (which was liquidated on November 1, 2011, contemporaneously with the Merger).

"Park Royal" means The Pavilion at Health Park, LLC, a Florida limited liability company, d/b/a Park Royal Hospital.

"Permitted Asset Swap" means the substantially concurrent purchase and sale or exchange of Related Business Assets or a combination of Related Business Assets and cash and Cash Equivalents; *provided*, that any cash and Cash Equivalents received are applied in accordance with the covenant described under the caption "—Repurchase at the Option of Holders—Asset Sales."

"Permitted Business" means any business that is the same as, or reasonably related, ancillary or complementary to, any of the businesses in which the Company and its Restricted Subsidiaries are engaged on the Issue Date, including the ownership, operation and/or management of hospitals, outpatient clinics, group homes, medical and surgical assets or other facilities or assets that are used or useful in or related to the provision of health care services, education and support services, addiction treatment programs or similar services, or in connection with the ownership, operation and/or management of such

hospitals, outpatient clinics, group homes, medical and surgical assets or other facilities or assets ancillary to the provision of health care services, education and support services, addiction treatment programs or similar services or information or the investment in or management, lease or operation of hospitals, outpatient clinics, group homes or medical and surgical assets.

"Permitted Holders" mean (i) each of the Principals, Joey A. Jacobs and Brent Turner, (ii) any Related Party of any of the foregoing persons, (iii) any Person that has no material assets other than the Capital Stock of the Company or any direct or indirect parent of the Company, and, directly or indirectly, holds or acquires 100% of the total voting power of the Voting Stock of the Company, and of which no other Person or group (in each case within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act, or any successor provision), other than any Permitted Holder specified in clause (i) or (ii) above, holds 50% or more of the total voting power of the Voting Stock thereof, and (iv) any group (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act, or any successor provision) the members of which include any Permitted Holder specified in clause (i) or (ii) above and that, directly or indirectly, holds or acquires beneficial ownership of the Voting Stock of the Company or any direct or indirect parent of the Company (a "Permitted Holder Group"); *provided* that (1) each member of the Permitted Holder Group has voting rights proportional to the percentage of ownership interests held or acquired by such member and (2) no Person or other group (other than a Permitted Holder specified in clause (i) or (ii) above) beneficially owns 50% or more on a fully diluted basis of the Voting Stock held by the Permitted Holder Group. Any person or group, together with its Affiliates, whose acquisition of beneficial ownership constitutes a Change of Control in respect of which a Change of Control Offer is made in accordance with the requirements of the indenture will thereafter constitute an additional Permitted Holder.

"Permitted Investments" means:

(1) any Investment in the Company (including in the notes) or in a Restricted Subsidiary of the Company;

(2) any Investment in cash, Cash Equivalents or Investment Grade Securities;

(3) any Investment by the Company or any Restricted Subsidiary of the Company in a Person, if as a result of such Investment:

  (a) such Person becomes a Restricted Subsidiary of the Company; or

  (b) such Person is merged, consolidated or amalgamated with or into, or transfers or conveys substantially all of its assets to, or is liquidated into, the Company or a Restricted Subsidiary of the Company;

(4) any Investment made as a result of the receipt of non-cash consideration from an Asset Sale that was made in compliance with the covenant described above under the caption "—Repurchase at the Option of Holders—Asset Sales";

(5) any acquisition of assets or Capital Stock solely in exchange for, or out of the proceeds of, the issuance of Equity Interests (other than Disqualified Stock) of the Company or of any direct or indirect parent of the Company;

(6) any Investments received in compromise or resolution of (A) obligations of trade creditors or customers that were incurred in the ordinary course of business of the Company or any of its Restricted Subsidiaries, including pursuant to any plan of reorganization or similar arrangement upon the bankruptcy or insolvency of any trade creditor or customer; or (B) litigation, arbitration or other disputes;

(7) Investments represented by Hedging Obligations in the ordinary course of business and not for speculative purposes;

(8) Loans or advances to employees made in the ordinary course of business of the Company or any Subsidiary of the Company in an aggregate principal amount not to exceed $1.0 million at any one time outstanding;

(9) repurchases of the notes;

(10) any guarantee of Indebtedness permitted to be incurred by the covenant described above under the caption "—Certain Covenants—Incurrence of Indebtedness and Issuance of Preferred Stock";

(11) any Investment existing on, or made pursuant to binding commitments existing on, the Existing 2018 Notes Issue Date and any Investment consisting of an extension, modification, renewal, replacement, refunding or refinancing of any Investment existing on, or made pursuant to a binding commitment existing on, the Existing 2018 Notes Issue Date; *provided* that the amount of any such Investment may be increased (a) as required by the terms of such Investment as in existence on the Existing 2018 Notes Issue Date or (b) as otherwise permitted under the indenture;

(12) Investments acquired after the Existing 2018 Notes Issue Date as a result of the acquisition by the Company or any Restricted Subsidiary of the Company of another Person, including by way of a merger, amalgamation or consolidation with or into the Company or any of its Restricted Subsidiaries in a transaction that is not prohibited by the covenant described above under the caption "—Merger, Consolidation or Sale of Assets" after the Existing 2018 Notes Issue Date to the extent that such Investments were not made in contemplation of such acquisition, merger, amalgamation or consolidation and were in existence on the date of such acquisition, merger, amalgamation or consolidation;

(13) Investments by the Company and its Restricted Subsidiaries consisting of deposits, prepayment and other credits to suppliers or landlords made in the ordinary course of business;

(14) guaranties made in the ordinary course of business of obligations owed to landlords, suppliers, customers, franchisees and licensees of the Company and its Subsidiaries;

(15) any Investment acquired by the Company or any of its Restricted Subsidiaries (a) in exchange for any other Investment or accounts receivable held by the Company or any such Restricted Subsidiary in connection with or as a result of a bankruptcy, workout, reorganization or recapitalization of the Company of such other Investment or accounts receivable, or (b) as a result of a foreclosure by the Company or any of its Restricted Subsidiaries with respect to any secured Investment or other transfer of title with respect to any secured Investment in default;

(16) loans and advances to officers, directors and employees for business-related travel expenses, moving and relocation expenses and other similar expenses, in each case incurred in the ordinary course of business;

(17) Investments consisting of the licensing, sublicensing or contribution of intellectual property pursuant to joint marketing arrangements with other Persons;

(18) Investments in joint ventures of the Company or any of its Restricted Subsidiaries in an aggregate amount, taken together with all other Investments (each valued at the time made, without giving effect to subsequent changes in value) made pursuant to this clause (18) that are at the time outstanding, not to exceed in any fiscal year, 7.5% of Total Assets of the Company and its Restricted Subsidiaries on a consolidated basis as of the end of the fiscal year most recently ended for which the Company has delivered financial statements pursuant to the covenant described above under "—Reports"; provided that the aggregate amount of Investments made pursuant to this clause from and after the Issue Date at any time outstanding shall not exceed 10% of Total Assets of the Company and its Restricted Subsidiaries on a consolidated basis as of the end of the fiscal year most recently ended for which the Company has delivered financial statements pursuant to the covenant described above under "—Reports";

(19) Investments consisting of purchases and acquisitions of inventory, supplies, materials and equipment or purchases of contract rights or licenses of intellectual property or leases, in each case, in the ordinary course of business;

(20) loans and advances made by the Company or any of its Restricted Subsidiaries to officers, directors or employees of the Company or the Company's Restricted Subsidiaries, the proceeds of which are used to purchase Equity Interests of the Company, any direct or indirect parent of the Company, or the Company's Restricted Subsidiaries in an aggregate principal amount not to exceed $4.0 million at any one time outstanding;

(21) any transaction to the extent it constitutes an Investment that is permitted by and made in accordance with the provisions of the second paragraph of the covenant described above under the caption "—Certain Covenants—Transactions with Affiliates" (except transactions described in clauses (6), (9), (10) and (12) of such covenant);

(22) any acquisition of assets or Capital Stock solely in exchange for, or out of the net cash proceeds received from, the issuance of Equity Interests (other than Disqualified Stock) of the Company or any contribution to the common equity of the Company; *provided* that the amount of any such net cash proceeds that are utilized for any such Investment pursuant to this clause (22) will be excluded from clause (c)(2) of the first paragraph of the covenant described above under the caption "—Certain Covenants—Restricted Payments";

(23) Physician Support Obligations in an amount not to exceed $4.0 million at any one time outstanding;

(24) Pledges or deposits with respect to leases or utilities provided to third parties in the ordinary course of business;

(25) Guarantees of the Company or any Restricted Subsidiary in connection with the provision of credit card payment processing services;

(26) Investments consisting of earnest money deposits required in connection with a purchase agreement, or letter of intent, or other acquisitions to the extent not otherwise prohibited by the indenture; and

(27) other Investments in any Person having an aggregate Fair Market Value (measured on the date each such Investment was made and without giving effect to subsequent changes in value), when taken together with all other Investments made pursuant to this clause (27) that are at the time outstanding not to exceed the greater of (a) $170.0 million and (b) 5.0% of Total Assets at the time of such Investment, at any time outstanding.

For purposes of this definition, in the event that a proposed Investment (or portion thereof) meets the criteria of more than one of the categories of Permitted Investments described in clauses (1) through (27) above, or is otherwise entitled to be incurred or made pursuant to the covenant contained under "—Certain Covenants— Limitation on Restricted Payments" above, the Company will be entitled to classify, or later reclassify, such Investment (or portion thereof) in one or more of such categories set forth above or under "—Certain Covenants—Limitation on Restricted Payments."

"Permitted Liens" means:

(1) Liens on assets of the Company or any of its Restricted Subsidiaries securing Indebtedness incurred pursuant to clause (1) of the definition of "Permitted Debt" and other Obligations under or pursuant to such Credit Facilities;

(2) Liens in favor of the Company or the Guarantors;

(3) Liens on assets, property or Capital Stock of a Person existing at the time such Person becomes a Restricted Subsidiary of the Company or is merged with or into or consolidated with the Company or a Restricted Subsidiary of the Company; *provided* that such Liens (a) were in existence prior to the contemplation of such Person becoming a Restricted Subsidiary of the Company or such merger or consolidation and (b) do not extend to any assets other than those of the Person that becomes a Restricted Subsidiary of the Company or the surviving entity of any such merger or consolidation;

(4) Liens on assets or on property (including Capital Stock) existing at the time of acquisition of the assets or property by the Company or any Subsidiary of the Company; *provided* that such Liens (a) were in existence prior to such acquisition and not incurred in contemplation of, such acquisition and (b) do not extend to any other assets of the Company or any of its Subsidiaries;

(5) Liens, pledges or deposits to secure the performance of bids, trade contracts, leases, statutory obligations, insurance, judgments, surety or appeal bonds, workers' compensation obligations, performance bonds, unemployment insurance obligations, social security obligations, or other obligations of a like nature incurred in the ordinary course of business (including Liens to secure letters of credit issued to assure payment of such obligations);

(6) Liens to secure Indebtedness (including Capital Lease Obligations) permitted by clause (4) of the definition of "Permitted Debt" covering only the assets acquired with or financed by such Indebtedness; *provided* that individual financings of property or equipment provided by one lender may be cross collateralized to other financings of property or equipment provided by such lender;

(7) Liens existing on the Issue Date;

(8) Liens for taxes, assessments or governmental charges or claims that are not yet delinquent or that are being contested in good faith by appropriate proceedings; *provided* that any reserve or other appropriate provision as is required in conformity with GAAP has been made therefor;

(9) Liens imposed by law, such as carriers', warehousemen's, materialmen's, landlord's, workmen's, repairmen's and mechanics' Liens, in each case, incurred in the ordinary course of business;

(10) survey exceptions, easements or reservations of, or rights of others for, licenses, rights-of-way, sewers, electric lines, telegraph and telephone lines and other similar purposes, or zoning or other restrictions as to the use of real property that were not incurred in connection with Indebtedness and that do not in the aggregate materially adversely affect the value of said properties or materially impair their use in the operation of the business of such Person;

(11) Liens created for the benefit of (or to secure) the notes (or the Note Guarantees) and any notes (or Note Guarantees) issued in exchange therefor pursuant to the Registration Rights Agreement;

(12) Liens to secure any Permitted Refinancing Indebtedness permitted to be incurred under the indenture; *provided*, *however*, that

(a) the new Lien is limited to all or part of the same property and assets that secured or, under the written agreements pursuant to which the original Lien arose, could secure the original Lien (plus improvements and accessions to, such property or proceeds or distributions thereof); and

(b) the Indebtedness secured by the new Lien is not increased to any amount greater than the sum of (x) the outstanding principal amount (or accreted amount, if applicable), or, if greater, committed amount, of the Indebtedness renewed, refunded, refinanced, replaced, repurchased, defeased or discharged with such Permitted Refinancing Indebtedness and (y) an amount necessary to pay any fees and expenses, including premiums, related to such renewal, refunding, refinancing, replacement, tender offer, defeasance or discharge;

(13) Liens on insurance policies and proceeds thereof, or other deposits, to secure insurance premium financings;

(14) filing of Uniform Commercial Code financing statements as a precautionary measure in connection with operating leases or consignment of goods;

(15) bankers' Liens, rights of set-off, Liens arising out of judgments or awards not constituting an Event of Default and notices of *lis pendens* and associated rights related to litigation being contested in good faith by appropriate proceedings and for which adequate reserves have been made to the extent required by GAAP;

(16) Liens on cash, Cash Equivalents or other property arising in connection with the defeasance, discharge or redemption of Indebtedness;

(17) Liens on specific items of inventory or other goods and the proceeds thereof (including documents, instruments, accounts, chattel paper, letter of credit rights, general intangibles, supporting obligations and claims under insurance policies relating thereto) of any Person securing such Person's obligations in respect of bankers' acceptances or letters of credit issued or created in the ordinary course of business for the account of such Person to facilitate the purchase, shipment or storage of such inventory or other goods;

(18) leases, licenses, sub-leases or sub-licenses of assets (as lessor, lessee, licensor or licensee) in the ordinary course of business;

(19) Liens arising out of conditional sale, title retention, consignment or similar arrangements for the sale of goods entered into in the ordinary course of business;

(20) statutory, common law or contractual Liens of creditor depository institutions or institutions holding securities accounts (including the right of set-off or similar rights and remedies);

(21) customary Liens granted in favor of a trustee to secure fees and other amounts owing to such trustee under an indenture or other agreement pursuant to which Indebtedness not prohibited by the indenture is issued including the indenture for the notes;

(22) Liens permitted to be incurred pursuant to clause (12) of the definition of "Permitted Debt"; *provided* that such Liens extend solely to the property or assets (or income or profits therefrom) of such Foreign Subsidiary;

(23) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of custom duties in connection with the importation of goods;

(24) Liens securing Hedging Obligations entered into in the ordinary course of business and not for speculative purposes; *provided* that such Hedging Obligations are permitted to be incurred under the indenture;

(25) Liens on assets pursuant to merger agreements, stock or asset purchase agreements and similar agreements in respect of the disposition of such assets otherwise permitted under the indenture for so long as such agreements are in effect;

(26) Liens securing Indebtedness or other Obligations of the Company or a Restricted Subsidiary of the Company owing to the Company or another Restricted Subsidiary of the Company permitted to be incurred in accordance with the covenant described above under the caption "—Certain Covenants—Incurrence of Indebtedness and Issuance of Preferred Stock" and Liens in favor of the Company or a Restricted Subsidiary;

(27) Leases and subleases of real property which do not materially interfere with the ordinary conduct of the business of the Company or any of its Restricted Subsidiaries;

(28) deposits made in the ordinary course of business to secure liability to insurance earners;

(29) Liens securing Indebtedness permitted to be incurred pursuant to the first paragraph of the covenant described under "—Certain Covenants—Incurrence of Indebtedness and Issuance of Preferred Stock"; *provided* that as of the date of incurrence of any such Indebtedness and after giving pro forma effect to the incurrence thereof and the application of the net proceeds therefrom (or, at the Company's election, as of

the date of the initial financing commitment of such Indebtedness after giving pro forma effect to the incurrence of the entire committed amount of such Indebtedness), such Indebtedness does not exceed the maximum principal amount of Indebtedness that, as of such date, would cause the Secured Leverage Ratio of the Company to exceed 3.5 to 1.0;

(30) other Liens with respect to obligations that do not exceed the greater of (a) $85.0 million and (b) 2.5% of Total Assets at the time of incurrence, at any one time outstanding;

(31) Liens incurred to secure Indebtedness incurred pursuant to clause (23) of the definition of "Permitted Debt";

(32) Liens incurred to secure any Treasury Management Arrangement incurred in the ordinary course of business;

(33) Liens solely on any cash earnest money deposits made by the Company or any Restricted Subsidiary of the Company in connection with any letter of intent or purchase agreement permitted under the indenture;

(34) Liens deemed to exist in connection with Investments in repurchase agreements permitted under "—Certain Covenants—Incurrence of Indebtedness and Issuance of Preferred Stock";

(35) Liens encumbering reasonable customary initial deposits and margin deposits and similar Liens attached to commodity trading accounts or other brokerage accounts incurred in the ordinary course of business and not for speculative purposes;

(36) Liens of a collection bank arising under Section 4-210 of the Uniform Commercial Code on items in the course of collection;

(37) Liens arising on any real property as a result of eminent domain, condemnation or similar proceedings against such property; and

(38) Liens of sellers of goods to the Company or any of its Subsidiaries arising under Article 2 of the UCC in effect in the relevant jurisdiction in the ordinary course of business, covering only the goods sold and covering only the unpaid purchase price for such goods and related expenses.

For purposes of determining compliance with this definition, (a) Permitted Liens need not be incurred solely by reference to one category of Permitted Liens described above but are permitted to be incurred in part under any combination thereof and (b) in the event that a Lien (or any portion thereof) meets the criteria of one or more categories of Permitted Liens described above, the Company shall, in its sole discretion, classify (or later reclassify) such item of Permitted Liens (or any portion thereof) in any manner that complies with this definition and will only be required to include the amount and type of such item of Permitted Liens in one of the above clauses and such Lien will be treated as having been incurred pursuant to only one of such clauses.

"Permitted Payments to Parent" means the declaration and payment of dividends by the Company to, or the making of loans to, any direct or indirect parent of the Company in amounts required for any direct or indirect parent of the Company (and, in the case of clause (3) below, its direct or indirect members), to pay, in each case without duplication:

(1) general corporate operating and overhead costs and expenses (including without limitation, expenses related to reporting obligations and any franchise taxes and other fees, taxes and expenses required to maintain their corporate existence) of any direct or indirect parent of the Company to the extent such costs and expenses are reasonably attributable to the ownership or operation of the Company and its Restricted Subsidiaries;

(2) reasonable fees and expenses (other than to Affiliates of the Company) incurred in connection with any unsuccessful debt or equity offering or other financing transaction by such direct or indirect parent of the Company;

(3) with respect to any taxable year, federal, foreign, state and local income or franchise taxes (or any similar or alternative tax in lieu thereof) to the extent reasonably attributable to the ownership of or the income of the Company and its Restricted Subsidiaries and, to the extent of the amount actually received from its Unrestricted Subsidiaries, in amounts required to pay such taxes to the extent attributable to the income of such Unrestricted Subsidiaries; *provided* that in each case the amount of such payments with respect to any taxable year does not exceed the amount that the Company and its Restricted Subsidiaries (and, if applicable, the Company's Unrestricted Subsidiaries) would have been required to pay in respect of such federal, foreign, state and local income or franchise taxes with respect to such taxable year were such entities paying taxes separately from any parent entity at the highest combined applicable federal, foreign, state, local or franchise tax rate applicable to such taxable year; and

(4) customary salary, bonus, severance, indemnification obligations and other benefits payable to officers and employees of such direct or indirect parent company of the Company to the extent such salaries, bonuses, severance, indemnification obligations and other benefits are attributable to the ownership or operation of the Company and its Restricted Subsidiaries.

"Permitted Refinancing Indebtedness" means any Indebtedness of the Company or any of its Restricted Subsidiaries issued in exchange for, or the net proceeds of which are used to renew, refund, refinance, replace, defease or discharge other Indebtedness of the Company or any of its Restricted Subsidiaries (other than intercompany Indebtedness); *provided* that:

(1) the principal amount (or accreted value, if applicable) of such Permitted Refinancing Indebtedness does not exceed the principal amount (or accreted value, if applicable) or, if greater, the committed amount of the Indebtedness renewed, refunded, refinanced, replaced, defeased or discharged (plus all accrued interest on the Indebtedness and the amount of all fees and expenses, including premiums and defeasance costs, incurred in connection therewith);

(2) (A) if the Indebtedness being renewed, refunded, refinanced, replaced, defeased or discharged has a final maturity date earlier than the Stated Maturity of the notes, such Permitted Refinancing Indebtedness shall not have a Stated Maturity date earlier than the Stated Maturity of the Indebtedness being renewed, refunded, refinanced, replaced, defeased or discharged or (B) if the Indebtedness being refunded, replaced or refinanced has a Stated Maturity after the Stated Maturity of the notes, such Permitted Refinancing Indebtedness shall not have a Stated Maturity earlier than 90 days after the Stated Maturity of any notes then outstanding;

(3) such Permitted Refinancing Indebtedness has a Weighted Average Life to Maturity at the time it is incurred that is not less than the Weighted Average Life to Maturity of the Indebtedness being renewed, refunded, refinanced, replaced, defeased or discharged; and

(4) if the Indebtedness being renewed, refunded, refinanced, replaced, defeased or discharged is subordinated in right of payment to the notes, such Permitted Refinancing Indebtedness is subordinated in right of payment to the notes on terms at least as favorable to the holders of notes as those contained in the documentation governing the Indebtedness being renewed, refunded, refinanced, replaced, defeased or discharged;

provided, *however*, that Permitted Refinancing Indebtedness shall not include (x) Indebtedness of a Subsidiary of the Company (other than a Guarantor) that refinances Indebtedness of the Company or a Guarantor or (y) Indebtedness of the Company or a Restricted Subsidiary that refinances Indebtedness of an Unrestricted Subsidiary.

"Person" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, limited liability company or government or other entity.

"PHC" means PHC, Inc., a Massachusetts corporation, and its subsidiaries.

"Physician Support Obligation" means a loan to or on behalf of, or a guarantee of indebtedness of, a Qualified Physician made or given by the Company or any of its Subsidiaries (a) in the ordinary course of its business, and (b) pursuant

to a written agreement having a period not to exceed five years; *provided*, *however*, that any such guarantee of Indebtedness of a Qualified Physician shall be expressly subordinated in right of payment to the notes or the Note Guarantees, as the case may be.

"Preferred Stock" means any Equity Interest with preferential rights of payment of dividends or upon liquidation, dissolution or winding up.

"Principals" means (1) Sponsor and (2) one or more investment funds advised, managed or controlled by Sponsor and, in each case (whether individually or as a group) their Affiliates.

"Pro Forma Cost Savings" means, without duplication, with respect to any period, (1) the reductions in costs and other operating improvements or synergies that are implemented, committed to be implemented, the commencement of implementation of which has begun or are reasonably expected to be implemented in good faith with respect to a pro forma event within twelve months of the date of such pro forma event and that are supportable and quantifiable, as if all such reductions in costs and other operating improvements or synergies had been effected as of the beginning of such period, decreased by any non-one-time incremental expenses incurred or to be incurred during such four-quarter period in order to achieve such reduction in costs and (2) all adjustments used in connection with the calculation of "Pro forma adjusted EBITDA" as set forth in the footnotes under the captions "Summary—Summary Historical Condensed Consolidated Financial Data and Unaudited Pro Forma Condensed Combined Financial Data" in the offering memorandum pursuant to which the Outstanding Notes were offered, to the extent such adjustments, without duplication, continue to be applicable to such four quarter period. Pro Forma Cost Savings described in the preceding sentence shall be accompanied by a certificate delivered to the trustee from the Company's chief financial officer that outlines the specific actions taken or to be taken and the net cost reductions and other operating improvements or synergies achieved or to be achieved from each such action and certifies that the cost reductions and other operating improvements or synergies meet the criteria set forth in the preceding sentence.

"Qualified Physicians" means one or more physicians or health care professionals providing service to patients in a health care facility owned, operated or managed by the Company or any of its Subsidiaries.

"Qualifying Equity Interests" means Equity Interests of the Company other than Disqualified Stock.

"Related Business Assets" means assets (other than cash or Cash Equivalents) used or useful in a Permitted Business and not classified as current assets under GAAP; *provided*, that assets received by the Company or a Restricted Subsidiary in exchange for assets transferred by the Company or a Restricted Subsidiary will not qualify as Related Business Assets if they consist of securities of a Person, unless upon receipt of such securities such Person becomes a Restricted Subsidiary of the Company.

"Related Party" means (a) with respect to Waud Capital Partners, L.L.C., (i) any investment fund controlled by or under common control with Waud Capital Partners, L.L.C., any officer or director of the foregoing persons, or any entity controlled by any of the foregoing persons and (ii) any spouse or lineal descendant (including by adoption or stepchildren) of the officers and directors referred to in clause (a)(i); and (b) with respect to any officer of the Company or its Subsidiaries, (i) any spouse or lineal descendant (including by adoption and stepchildren) of the officer and (ii) any trust, corporation or partnership or other entity, in each case to the extent not an operating company, of which an 80% or more controlling interest is held by the beneficiaries, stockholders, partners or owners who are the officer, any of the persons described in clause (b)(i) above or any combination of these identified relationships.

"Restricted Investment" means an Investment other than a Permitted Investment.

"Restricted Subsidiary" of a Person means any Subsidiary of the referent Person that is not an Unrestricted Subsidiary.

"S&P" means Standard & Poor's Ratings Group.

"Secured Indebtedness" means any Indebtedness secured by a Lien.

"Secured Leverage Ratio" means, with respect to any person, at any date the ratio of (a) the sum of the aggregate outstanding Secured Indebtedness of such person and its Restricted Subsidiaries (other than Secured Indebtedness of the type described in clause (6) of the definition of Indebtedness) as of such date of calculation (determined on a consolidated basis in accordance with GAAP), minus the amount of cash and Cash Equivalents held by such person and its Restricted Subsidiaries as of such date of calculation (determined on a consolidated basis in accordance with GAAP) not exceeding $40.0 million, to (b) Consolidated EBITDA of such person for the four full fiscal quarters for which internal financial statements are available immediately preceding such date on which such additional Indebtedness is incurred. In the event that the Company or any of its Restricted Subsidiaries incurs, assumes, Guarantees, repays, repurchases, defeases, redeems or otherwise discharges any Indebtedness subsequent to the commencement of the period for which the Secured Leverage Ratio is being calculated but prior to the event for which the calculation of the Secured Leverage Ratio is made, then the Secured Leverage Ratio shall be calculated giving pro forma effect to such incurrence, assumption, Guarantee, repayment, repurchase, redemption, defeasance or other discharge of Indebtedness as if the same had occurred at the beginning of the applicable four-quarter period. The Secured Leverage Ratio shall be calculated in a manner consistent with the definition of the "Fixed Charge Coverage Ratio," including any pro forma calculations to EBITDA (including for acquisitions).

In the event that any calculation of the Secured Leverage Ratio shall be made as of the date of the initial financing commitment for the applicable Indebtedness after giving pro forma effect to the incurrence of the entire committed amount of such Indebtedness (as contemplated by clause (29) of the definition of "Permitted Liens"), such committed amount may thereafter be borrowed without further compliance with such ratio, *provided* that such entire committed amount shall be included as outstanding Indebtedness in any subsequent calculation of the Secured Leverage Ratio, to the extent the commitment therefor then remains outstanding.

"Significant Subsidiary" means any Restricted Subsidiary that would be a "significant subsidiary" as defined in Article 1, Rule 1-02 of Regulation S-X, promulgated pursuant to the Securities Act, as such Regulation is in effect on the Issue Date.

"Sponsor" means Waud Capital Partners, L.L.C. and its Affiliates (but excluding any of the Sponsor's portfolio companies).

"Stated Maturity" means, with respect to any installment of interest or principal on any series of Indebtedness, the date on which the payment of interest or principal was scheduled to be paid in the original documentation governing such Indebtedness and will not include any contingent obligations to repay, redeem or repurchase any such interest or principal prior to the date originally scheduled for the payment thereof.

"Subsidiary" means, with respect to any specified Person:

(1) any corporation, association or other business entity of which more than 50% of the total voting power of shares of Capital Stock entitled (without regard to the occurrence of any contingency and after giving effect to any voting agreement or stockholders' agreement that effectively transfers voting power) to vote in the election of directors, managers or trustees of the corporation, association or other business entity is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person (or a combination thereof); and

(2) any partnership or limited liability company of which (a) more than 50% of the capital accounts, distribution rights, total equity and voting interests or general and limited partnership interests, as applicable, are owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person or a combination thereof, whether in the form of membership, general, special or limited partnership interests or otherwise, and (b) such Person or any Subsidiary of such Person is a controlling general partner or otherwise controls such entity.

"Total Assets" means the total consolidated assets of the Company and its Restricted Subsidiaries as set forth on the most recent consolidated balance sheet of the Company and its Restricted Subsidiaries.

"Transactions" means the Merger, including the payment of the merger consideration in connection therewith, the issuance of the Existing 2018 Notes and the execution of, and borrowings on the Existing 2018 Notes Issue Date under the

Credit Agreement, in each case as in effect on the Existing 2018 Notes Issue Date, the pledge and security arrangements in connection with the foregoing, the refinancing of certain Indebtedness in connection with the foregoing and the related transactions described in the prospectus relating to the Existing 2018 Notes, in particular as described under the section thereof entitled "The Transactions," including the amendment of the Company's credit facility in contemplation of the Merger, the Management Services Termination Fees and the dividend to the Company's stockholders.

"Treasury Management Arrangement" means any agreement or other arrangement governing the provision of treasury or cash management services, including deposit accounts, overdraft, credit or debit card, funds transfer, automated clearinghouse, zero balance accounts, returned check concentration, controlled disbursement, lockbox, account reconciliation and reporting and trade finance services, cash pooling or netting or setting off arrangements and other cash management services.

"Treasury Rate" means, as of any redemption date, the yield to maturity as of such redemption date of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H. 15 (519) that has become publicly available at least two business days prior to the redemption date (or, if such Statistical Release is no longer published, any publicly available source of similar market data)) most nearly equal to the period from the redemption date to February 15, 2018; *provided*, *however*, that if the period from the redemption date to February 15, 2018 is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year will be used.

"UK Transaction" means the acquisition of the entire issued share capital of Partnerships in Care Investments 1 Limited, a company incorporated in England and Wales, pursuant to that certain Agreement, dated as of June 3, 2014, by and among Piper Holdco 2, Ltd., an indirect wholly owned subsidiary of the Company (as purchaser), The Royal Bank of Scotland plc (as Seller), Partnerships in Care Holdings Limited (as Seller) and the Company.

"Unrestricted Subsidiary" means any Subsidiary of the Company that is designated by the Board of Directors of the Company as an Unrestricted Subsidiary pursuant to a resolution of such Board of Directors, but only to the extent that such Subsidiary:

(1) has no Indebtedness other than Non-Recourse Debt;

(2) except as permitted by the covenant described above under the caption "—Certain Covenants—Transactions with Affiliates," is not party to any agreement, contract, arrangement or understanding with the Company or any Restricted Subsidiary of the Company unless the terms of any such agreement, contract, arrangement or understanding are not materially less favorable to the Company or such Restricted Subsidiary than those that might have been obtained at the time of any such agreement, contract, arrangement or understanding than those that could have been obtained from Persons who are not Affiliates of the Company;

(3) is a Person with respect to which neither the Company nor any of its Restricted Subsidiaries has any direct or indirect obligation (a) to subscribe for additional Equity Interests or (b) to maintain or preserve such Person's financial condition or to cause such Person to achieve any specified levels of operating results; and

(4) has not guaranteed or otherwise directly or indirectly provided credit support for any Indebtedness of the Company or any of its Restricted Subsidiaries.

Any designation by the Board of Directors of the Company shall be evidenced to the trustee by filing with the trustee a certified copy of the resolutions of the Board of Directors of the Company giving effect to such designation and an officers' certificate certifying that such designation complied with the foregoing conditions.

"Voting Stock" of any specified Person as of any date means the Capital Stock of such Person that is at the time entitled to vote in the election of the Board of Directors of such person.

"Weighted Average Life to Maturity" means, when applied to any Indebtedness at any date, the number of years obtained by dividing:

(1) the sum of the products obtained by multiplying (a) the amount of each then remaining installment, sinking fund, serial maturity or other required payments of principal, including payment at final maturity, in respect of the Indebtedness, by (b) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment; by

(2) the then outstanding principal amount of such Indebtedness.

"Wholly Owned Restricted Subsidiary" means any Wholly Owned Subsidiary that is a Restricted Subsidiary.

"Wholly Owned Subsidiary" means, with respect to any Person, a Subsidiary of such Person, 100% of the outstanding Capital Stock or other ownership interest of which (other than directors' qualifying shares or shares or interests required to be held by foreign nationals or other third parties to the extent required by applicable law) shall at the time be owned by such Person or by one or more Wholly Owned Subsidiaries of such Person.

BOOK-ENTRY, DELIVERY AND FORM

Except as described below, the Exchange Notes will be initially represented by one or more global notes in fully registered form without interest coupons. The global notes will be deposited with the trustee, as custodian for DTC, and DTC or its nominee will initially be the sole registered holder of the Exchange Notes for all purposes under the indenture governing the notes. We expect that pursuant to procedures established by DTC (i) upon the issuance of the global notes, DTC or its custodian will credit, on its internal system, the principal amount at maturity of the individual beneficial interests represented by such global notes to the respective accounts of persons who have accounts with such depositary and (ii) ownership of beneficial interests in the global notes will be shown on, and the transfer of such ownership will be effected only through, records maintained by DTC or its nominee (with respect to interests of participants) and the records of participants (with respect to interests of persons other than participants). Such accounts initially will be designated by or on behalf of the Initial Purchasers and ownership of beneficial interests in the global notes will be limited to persons who have accounts with DTC ("participants") or persons who hold interests through participants. Holders may hold their interests in the global notes directly through DTC if they are participants in such system, or indirectly through organizations which are participants in such system.

So long as DTC, or its nominee, is the registered owner or holder of the notes, DTC or such nominee, as the case may be, will be considered the sole owner or holder of the notes represented by such global notes for all purposes under the indenture. No beneficial owner of an interest in the global notes will be able to transfer that interest except in accordance with DTC's procedures, in addition to those provided for under the indenture with respect to the notes.

Payments of the principal of, premium (if any) and interest on, the global notes will be made to DTC or its nominee, as the case may be, as the registered owner thereof. None of the Company, the trustee or any paying agent will have any responsibility or liability for any aspect of the records relating to or payments made on account of beneficial ownership interests in the global notes or for maintaining, supervising or reviewing any records relating to such beneficial ownership interest.

We expect that DTC or its nominee, upon receipt of any payment of principal, premium, if any, interest on the global notes, will credit participants' accounts with payments in amounts proportionate to their respective beneficial interests in the principal amount of the global notes as shown on the records of DTC or its nominee. We also expect that payments by participants to owners of beneficial interests in the global notes held through such participants will be governed by standing instructions and customary practice, as is now the case with securities held for the accounts of customers registered in the names of nominees for such customers. Such payments will be the responsibility of such participants.

Transfers between participants in DTC will be effected in the ordinary way through DTC's same-day funds system in accordance with DTC rules and will be settled in same day funds. If a holder requires physical delivery of a Certificated Security for any reason, including to sell notes to persons in states which require physical delivery of the notes, or to pledge such securities, such holder must transfer its interest in a global note, in accordance with the normal procedures of DTC and with the procedures set forth in the indenture.

DTC has advised us that it will take any action permitted to be taken by a holder of notes (including the presentation of notes for exchange as described below) only at the direction of one or more participants to whose account the DTC interests in the global notes are credited and only in respect of such portion of the aggregate principal amount of notes as to which such participant or participants has or have given such direction. However, if there is an event of default under the indenture, DTC will exchange the global notes for Certificated Securities, which it will distribute to its participants.

DTC has advised us as follows: DTC is a limited purpose trust company organized under the laws of the State of New York, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the Uniform Commercial Code and a "Clearing Agency" registered pursuant to the provisions of Section 17A of the Exchange Act. DTC was created to hold securities for its participants and facilitate the clearance and settlement of securities transactions between participants through electronic book-entry changes in accounts of its participants, thereby eliminating the need for physical movement of certificates. Participants include securities brokers and dealers, banks, trust companies and clearing corporations and certain other organizations. Indirect access to the DTC system is available to others such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a participant, either directly or indirectly ("indirect participants").

Although DTC has agreed to the foregoing procedures in order to facilitate transfers of interests in the global notes among participants of DTC, it is under no obligation to perform such procedures, and such procedures may be discontinued at any time. Neither the Company nor the trustee will have any responsibility for the performance by DTC or its participants or indirect participants of their respective obligations under the rules and procedures governing their operations.

Certificated Securities

Certificated Securities shall be issued in exchange for beneficial interests in the global notes (i) if an Event of Default has occurred and is continuing, and such Certificated Securities are requested by DTC or (ii) if DTC is at any time unwilling or unable to continue as a depositary for the global notes and a successor depositary is not appointed by the Company within 90 days.

CERTAIN MATERIAL UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS

The following is a summary of certain United States federal income tax considerations relating to the exchange of Outstanding Notes for Exchange Notes in the Exchange Offer. It does not contain a complete analysis of all the potential tax considerations relating to the Exchange Offer. This summary is limited to holders of Outstanding Notes who hold the Outstanding Notes as "capital assets" (generally, assets held for investment) within the meaning of Section 1221 of the Internal Revenue Code of 1986, as amended (the "Code"). Special situations, such as the following, are not addressed:

- tax consequences to holders who may be subject to special tax treatment, such as tax-exempt entities, brokers, dealers in securities or currencies, banks and other financial institutions, insurance companies, hybrid entities, real estate investment trusts, regulated investment companies, traders in securities that elect to use a mark-to-market method of accounting for their securities holdings, expatriates and former long-term residents of the United States, or corporations that accumulate earnings to avoid United States federal income tax;
- tax consequences to persons holding notes as part of a hedging, integrated, constructive sale or conversion transaction or a straddle or other risk reduction transaction;
- tax consequences to holders whose "functional currency" is not the United States dollar;
- tax consequences to partnerships or other pass-through entities for United States federal income tax purposes or investors therein, controlled foreign corporations, passive foreign investment companies, or individual retirement and other tax-deferred accounts;
- United States federal gift tax, estate tax or alternative minimum tax consequences, if any; or
- any state, local or non-United States tax consequences.

This discussion assumes that the Outstanding Notes are treated as indebtedness for United States federal income tax purposes. The United States federal income tax considerations set forth below are based upon the Code, Treasury regulations promulgated thereunder, court decisions, and rulings and pronouncements of the Internal Revenue Service (the "IRS"), all as in effect on the date hereof and all of which are subject to change. Holders should particularly note that any such change could have retroactive application so as to result in United States federal income tax consequences different from those discussed below. No ruling has been or is expected to be sought from the IRS with respect to the United States federal income tax consequences to the holders of the Outstanding Notes in the Exchange Offer. The IRS would not be precluded from taking a contrary position.

Exchange Offer

The exchange of your Outstanding Notes for Exchange Notes in the Exchange Offer should not constitute an exchange for United States federal income tax purposes because the Exchange Notes should not be considered to differ materially in kind or extent from the Outstanding Notes. Accordingly, the Exchange Offer should have no United States federal income tax consequences to you if you exchange your Outstanding Notes for Exchange Notes. For example, there should be no change in your tax basis and your holding period should carry over to the Exchange Notes. In addition, the United States federal income tax consequences of holding and disposing of your Exchange Notes should be the same as those applicable to your Outstanding Notes.

THE PRECEDING DISCUSSION OF CERTAIN UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS OF THE EXCHANGE OFFER IS FOR GENERAL INFORMATION ONLY AND IS NOT TAX ADVICE. ACCORDINGLY, EACH INVESTOR SHOULD CONSULT ITS OWN TAX ADVISOR AS TO PARTICULAR TAX CONSEQUENCES TO IT OF EXCHANGING OUTSTANDING NOTES FOR EXCHANGE NOTES, INCLUDING THE APPLICABILITY AND EFFECT OF ANY STATE, LOCAL OR FOREIGN TAX LAWS, AND OF ANY PROPOSED CHANGES IN APPLICABLE LAWS.

CERTAIN ERISA CONSIDERATIONS

The following is a summary of certain considerations associated with the purchase of the Exchange Notes by employee benefit plans that are subject to Title I of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), plans, individual retirement accounts and other arrangements that are subject to Section 4975 of the Code, or provisions under any federal, state, local, non-U.S. or other laws, rules or regulations that are similar to such provisions of ERISA or the Code (collectively, "Similar Laws"), and entities whose underlying assets are considered to include "plan assets" (within the meaning of ERISA) of such plans, accounts and arrangements (each, a "Plan").

General Fiduciary Matters

ERISA and the Code impose certain duties on persons who are fiduciaries of a Plan subject to Title I of ERISA or Section 4975 of the Code (an "ERISA Plan") and prohibit certain transactions involving the assets of an ERISA Plan and its fiduciaries or other interested parties. Under ERISA and the Code, any person who exercises any discretionary authority or control over the management or administration of such an ERISA Plan or the management or disposition of the assets of such an ERISA Plan or who renders investment advice for a fee or other compensation to such an ERISA Plan, is generally considered to be a fiduciary of the ERISA Plan.

In considering an investment in the Exchange Notes of a portion of the assets of any Plan, a fiduciary should determine whether the investment is in accordance with the documents and instruments governing the Plan and the applicable provisions of ERISA, the Code or any Similar Law relating to a fiduciary's duties to the Plan including, without limitation, the prudence, diversification, delegation of control and prohibited transaction provisions of ERISA, the Code and any other applicable Similar Laws. A fiduciary of a Plan should consider the Plan's particular circumstances and all of the facts and circumstances of the investment including, but not limited to, the matters discussed above under "Risk Factors," in determining whether an investment in the Exchange Notes satisfies these requirements.

Prohibited Transaction Issues

Section 406 of ERISA and Section 4975 of the Code prohibit ERISA Plans from engaging in specified transactions involving plan assets with persons or entities who are "parties in interest," within the meaning of ERISA, or "disqualified persons," within the meaning of Section 4975 of the Code, unless an exemption is available. A party in interest or disqualified person who engages in a non-exempt prohibited transaction may be subject to excise taxes and other penalties and liabilities under ERISA and the Code. In addition, the fiduciary of the ERISA Plan that engages in such a non-exempt prohibited transaction may be subject to penalties and liabilities under ERISA and the Code. The acquisition and/or holding of the Exchange Notes by an ERISA Plan with respect to which we or the purchasers are considered a party in interest or disqualified person may constitute or result in a direct or indirect prohibited transaction under Section 406 of ERISA and/or Section 4975 of the Code, unless the investment is acquired and is held in accordance with an applicable statutory, class or individual prohibited transaction exemption.

ERISA and the Code contain certain exemptions from the prohibited transactions described above and the U.S. Department of Labor has issued several exemptions, although certain exemptions do not provide relief from the prohibitions on self-dealing contained in Section 406(b) of ERISA and Sections 4975(c)(1)(E) and (F) of the Code. Statutory exemptions include Section 408(b)(17) of ERISA and Section 4975(d)(20) of the Code pertaining to certain transactions with non-fiduciary service providers or certain of their affiliates. Certain of the U.S. Department of Labor prohibited transaction class exemptions ("PTCEs") may apply to the acquisition and holding of the Exchange Notes. These class exemptions include, without limitation: PTCE 84-14, as amended, respecting transactions determined by independent qualified professional asset managers; PTCE 90-1, respecting insurance company pooled separate accounts; PTCE 91-38, respecting bank-maintained collective investment funds; PTCE 95-60, respecting life insurance company general accounts; and PTCE 96-23, as amended, respecting transactions determined by in-house asset managers. There can be no assurance that any of these exemptions or any other exemption will be available with respect to the acquisition of the Exchange Notes, or that all of the conditions of any such exemptions will be satisfied.

As a general rule, a governmental plan, as defined in section 3(32) of ERISA (a "Governmental Plan"), a church plan, as defined in section 3(33) of ERISA, that has not made an election under section 410(d) of the Code (a "Church Plan"), and non-U.S. plans are not subject to the requirements of ERISA or section 4975 of the Code. Although a Governmental Plan, a Church Plan or a non-U.S. plan may not be subject to ERISA or section 4975 of the Code, it may be subject to Similar Laws. A fiduciary of a Governmental Plan, a Church Plan or a non-U.S. plan should make its own determination as to the requirements, if any, under any Similar Law applicable to the acquisition of the Exchange Notes.

Because of the foregoing, the Exchange Notes, or an interest therein, should not be purchased or held by any person investing "plan assets" of any Plan, unless such purchase and holding will not constitute a non-exempt prohibited transaction under ERISA and the Code or similar violation of any applicable Similar Laws.

Representations

By acceptance of an Exchange Note, or an interest therein, each purchaser and subsequent transferee will be deemed to have acknowledged, represented and warranted to, and agreed that either (a) no portion of the assets used by such purchaser to acquire and hold an Exchange Note, or an interest therein, constitutes assets of a Plan or (b) the acquisition and holding of such Exchange Note, or an interest therein, by the purchaser or transferee, throughout the period that it holds such Exchange Note, or an interest therein, and the disposition of such Exchange Note, or an interest therein, will not constitute or result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code, a breach of fiduciary duty under ERISA or a similar violation of any provision of any applicable Similar Laws. Any purported transfer of an Exchange Note, or an interest therein, to a transferee that does not comply with the foregoing requirements without the written consent of the Company shall be null and void ab initio.

The Exchange Offer is not a representation by us that an acquisition of the Exchange Notes meets all legal requirements applicable to investments by Plans or entities whose underlying assets include assets of a Plan, or that such an investment is appropriate for any particular Plan or entities whose underlying assets include assets of a Plan.

The foregoing discussion is general in nature and is not intended to be all-inclusive. Due to the complexity of these rules and the penalties that may be imposed upon persons involved in non-exempt prohibited transactions, it is particularly important that fiduciaries or other persons considering purchasing the Exchange Notes on behalf of, or with the assets of, any Plan, consult with their counsel regarding the potential applicability of ERISA, Section 4975 of the Code and any Similar Laws to such transactions and whether an exemption would be applicable to the purchase and holding of the Exchange Notes.

PLAN OF DISTRIBUTION

Each broker-dealer that receives Exchange Notes for its own account pursuant to the Exchange Offer must acknowledge that it will deliver a prospectus in connection with any resale of Exchange Notes.

This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of Exchange Notes received in exchange for Outstanding Notes if the Outstanding Notes were acquired as a result of market-making activities or other trading activities.

We have agreed to make this prospectus, as amended or supplemented, available to any broker-dealer to use in connection with any such resale for a period of at least 180 days after the expiration date.

We will not receive any proceeds from any sale of Exchange Notes by broker-dealers. Exchange Notes received by broker-dealers for their own account pursuant to the Exchange Offer may be sold from time to time in one or more transactions:

- in the over-the-counter market;
- in negotiated transactions; or
- through the writing of options on the Exchange Notes or a combination of such methods of resale.

These resales may be made:

- at market prices prevailing at the time of resale;
- at prices related to such prevailing market prices; or
- at negotiated prices.

Any such resale may be made directly to purchasers or to or through brokers or dealers. Brokers or dealers may receive compensation in the form of commissions or concessions from any such broker-dealer or the purchasers of any such Exchange Notes. An “underwriter” within the meaning of the Securities Act includes:

- any broker-dealer that resells Exchange Notes that were received by it for its own account pursuant to the Exchange Offer; or
- any broker or dealer that participates in a distribution of such Exchange Notes.

Any profit on any resale of Exchange Notes and any commissions or concessions received by any persons may be deemed to be underwriting compensation under the Securities Act. The letter of transmittal states that, by acknowledging that it will deliver and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an “underwriter” within the meaning of the Securities Act.

For a period of not less than 180 days after the expiration of the Exchange Offer we will promptly send additional copies of this prospectus and any amendment or supplement to this prospectus to any broker-dealer that requests those documents in the letter of transmittal. We have agreed to pay all expenses incident to performance of our obligations in connection with the Exchange Offer, other than commissions or concessions of any brokers or dealers. We will indemnify each participating broker-dealer against certain liabilities, including liabilities under the Securities Act, and will contribute to payments that they may be required to make in request thereof.

Prior to the Exchange Offer, there has not been any public market for the Outstanding Notes. The Outstanding Notes have not been registered under the Securities Act and will be subject to restrictions on transferability to the extent that they are not exchanged for Exchange Notes by holders who are entitled to participate in the Exchange Offer. The holders of Outstanding Notes, other than any holder that is our affiliate within the meaning of Rule 405 under the Securities Act, who

are not eligible to participate in the Exchange Offer are entitled to certain registration rights, and we may be required to file a shelf registration statement with respect to their Outstanding Notes. The Exchange Notes will constitute a new issue of securities with no established trading market. We do not intend to list the Exchange Notes on any national securities exchange or to seek the admission thereof to trading in the National Association of Securities Dealers Automated Quotation System. The Initial Purchasers have advised us that they currently intend to make a market in the Exchange Notes. Such market making activity will be subject to the limits imposed by the Securities Act and the Exchange Act and may be limited during the Exchange Offer and the pendency of any shelf registration statements. Accordingly, no assurance can be given that an active public or other market will develop for the Exchange Notes or as to the liquidity of the trading market for the Exchange Notes. If a trading market does not develop or is not maintained, holders of the Exchange Notes may experience difficulty in reselling the Exchange Notes or may be unable to sell them at all. If a market for the Exchange Notes develops, any such market may be discontinued at any time.

LEGAL MATTERS

The validity of the Exchange Notes, the related guarantees and other legal matters will be passed upon for us by Waller Lansden Dortch & Davis, LLP, Nashville, Tennessee. Certain matters under Arkansas law will be passed upon by Dover Dixon Horne PLLC. Certain matters under Arizona, Nevada and New Mexico law will be passed upon by Lewis Roca Rothgerber LLP. Certain matters under California law will be passed upon by Austin Stewart, Esq. Certain matters under Florida law will be passed upon by Carlton Fields Jorden Burt, P.A. Certain matters under Georgia law will be passed upon by Sanders, Ranck & Skilling, P.C. Certain matters under Indiana, Virginia and West Virginia law will be passed upon by Frost Brown Todd LLC. Certain matters under Kansas law will be passed upon by Polsinelli PC. Certain matters under the laws of the Commonwealth of Massachusetts will be passed upon by Locke Lord LLP. Certain matters under Mississippi and Louisiana law will be passed upon by Adams and Reese LLP. Certain matters under Missouri law will be passed upon by Husch Blackwell LLP. Certain matters under Montana law will be passed upon by Karell Dyre Haney PLLP. Certain matters under Ohio law will be passed upon by Ice Miller LLP. Certain matters under Oklahoma law will be passed upon by McAfee & Taft A Professional Corporation. Certain matters under Oregon law will be passed upon by Davis Wright Tremaine LLP. Certain matters under Pennsylvania law will be passed upon by Meyer, Unkovic & Scott LLP. Certain matters under South Carolina law will be passed upon by Nelson Mullins Riley & Scarborough LLP. Certain matters under Texas law will be passed upon by McGuire Craddock & Strother, P.C. Certain matters under Wisconsin law will be passed upon by Lindquist & Vennum LLP.

EXPERTS

The consolidated financial statements of Acadia Healthcare Company, Inc., included in Acadia Healthcare Company Inc.'s Annual Report (Form 10-K) for the year ended December 31, 2014, and the effectiveness of Acadia Healthcare Company, Inc.'s internal control over financial reporting as of December 31, 2014 (excluding the internal control over financial reporting of Partnerships in Care, McCallum Place, Croxton Warwick Lodge, and Skyway House), have been audited by Ernst & Young LLP, independent registered public accounting firm, as set forth in its reports thereon, which as to the report on the effectiveness of Acadia Healthcare Company, Inc.'s internal control over financial reporting contains an explanatory paragraph describing the above referenced exclusion of Partnerships in Care, McCallum Place, Croxton Warwick Lodge, and Skyway House from the scope of such firm's audit of internal control over financial reporting, included therein, and incorporated herein by reference. Such financial statements have been incorporated herein by reference in reliance upon such reports given on the authority of such firm as experts in accounting and auditing.

The consolidated financial statements of CRC Health Group, Inc. and subsidiaries as of and for the year ended December 31, 2014, incorporated in this Prospectus by reference from the Current Report on Form 8-K of Acadia Healthcare Company, Inc., have been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their report which is incorporated herein by reference (which report expresses an unqualified opinion on the consolidated financial statements and includes an explanatory paragraph relating to the February 11, 2015 acquisition of CRC Health Group, Inc. by Acadia Healthcare Company, Inc.). Such consolidated financial statements have been so incorporated in reliance upon the report of such firm given upon their authority as experts in accounting and auditing.

The consolidated financial statements of CRC Health Group, Inc. and subsidiaries as of December 31, 2014 and 2013 and for each of the three years in the period ended December 31, 2014, incorporated by reference in this Prospectus, have been audited by Deloitte & Touche LLP, independent auditors, as stated in their report which is incorporated by reference herein. Such consolidated financial statements have been so incorporated in reliance upon the report of such firm given upon their authority as experts in accounting and auditing.

The audited historical financial statements of Partnerships in Care Limited 1 as of December 31, 2013, December 31, 2012 and December 31, 2011 and for each of the three years in the period ended December 31, 2013, incorporated by reference in this prospectus, have been audited by PricewaterhouseCoopers LLP, independent accountants, as stated in their report incorporated by reference herein.

WHERE YOU CAN FIND MORE INFORMATION

This prospectus constitutes a part of a registration statement on Form S-4 we filed with the SEC under the Securities Act. This prospectus does not contain all the information set forth in the registration statement and exhibits thereto, and statements included in this prospectus as to the content of any contract or other document referred to are not necessarily complete. For further information, please review the registration statement and the exhibits filed with the registration statement, and the documents that we reference under the caption "Incorporation of Certain Documents by Reference."

We file annual, quarterly and current reports, proxy statements and other information with the SEC under the Exchange Act. You may read and copy any reports, statements or other information that we file at the SEC's Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information concerning the operation of the Public Reference Room. Our SEC filings, including the complete registration statement of which this prospectus is a part, are also available to the public at the SEC's website at *http://www.sec.gov.*

We make available free of charge through our website, which you can find at *http://www.acadiahealthcare.com*, our annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, and amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Exchange Act, as soon as reasonably practical after we electronically file such material with, or furnish it to, the SEC.

INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

The SEC allows us to "incorporate by reference" information into this prospectus, which means that we can disclose important information to you by referring you to another document filed separately with the SEC. The information incorporated by reference into this prospectus is deemed to be part of this prospectus, except for any information superseded by information contained directly in this prospectus or contained in another document filed with the SEC in the future which itself is incorporated into this prospectus.

We are incorporating by reference the following documents, which we have previously filed with the SEC:

- our Annual Report on Form 10-K for the fiscal year ended December 31, 2014;
- our Quarterly Reports on Form 10-Q for the three months ended March 31, 2015;
- our Current Reports on Form 8-K filed with the SEC on June 9, 2014, January 28, 2015, February 4, 2015, February 6, 2015, February 12, 2015, February 24, 2015, May 4, 2015, May 6, 2015, May 11, 2015, May 22, 2015 and July 2, 2015 (other than information furnished pursuant to Item 2.02 or Item 7.01 of the Current Report on Form 8-K, unless expressly stated otherwise therein); and
- the information specifically incorporated by reference into our Annual Report on Form 10-K for the fiscal year ended December 31, 2014 from our definitive proxy statement on Schedule 14A, filed on April 10, 2015.

We incorporate by reference any documents filed by us in accordance with Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act on or after the date of this prospectus and prior to termination of the offering made by this prospectus (other than, in each case, information furnished pursuant to Item 2.02 or Item 7.01 of any Current Report on Form 8-K, unless expressly stated otherwise therein).

Any statement incorporated herein shall be deemed to be modified or superseded for purposes of this prospectus to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this prospectus.

We will provide without charge to each person to whom this prospectus is delivered, upon written or oral request of such person, a copy of any or all of the documents incorporated by reference into this prospectus. Requests for documents should be submitted in writing to Acadia Healthcare Company, Inc., 6100 Tower Circle, Suite 1000, Franklin, Tennessee 37067, Attention: Chief Financial Officer. Our telephone number at that address is (615) 861-6000. Our website is at www.acadiahealthcare.com. Information available on our website does not constitute part of this prospectus.

$375,000,000

Acadia Healthcare Company, Inc.

Exchange Offer for all Outstanding
5.625% Senior Notes due 2023

Prospectus

[ ], 2015

We have not authorized any dealer, salesperson or other person to give any information or represent anything to you other than the information contained in this prospectus. You may not rely on unauthorized information or representations.

This prospectus does not offer to sell or ask for offers to buy any of the securities in any jurisdiction where it is unlawful, where the person making the offer is not qualified to do so, or to any person who cannot legally be offered the securities.

The information in this prospectus is current only as of the date on its cover, and may change after that date. For any time after the cover date of this prospectus, we do not represent that our affairs are the same as described or that the information in this prospectus is correct, nor do we imply those things by delivering this prospectus or selling securities to you.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 20. Indemnification of Directors and Officers

Registrants incorporated under the laws of the State of Delaware

Acadia Healthcare Company, Inc. and the following registrants are corporations incorporated in the State of Delaware: Bayside Marin, Inc., Comprehensive Addiction Programs, Inc., CRC ED Treatment, Inc., CRC Health Corporation, CRC Health Group, Inc., CRC Recovery, Inc., CRC Weight Management, Inc., Habit Holdings, Inc., Habit Opco, Inc., Seven Hills Hospital, Inc., Sierra Tucson Inc., SUWS of the Carolinas, Inc. and Youth Care of Utah, Inc.

Section 102(b)(7) of the Delaware General Corporation Law ("DGCL"), as amended, allows a corporation to eliminate the personal liability of directors of a corporation to the corporation or its stockholders for monetary damages for a breach of fiduciary duty as a director, except where the director breached his duty of loyalty, failed to act in good faith, engaged in intentional misconduct or knowingly violated a law, authorized the payment of a dividend or approved a stock repurchase in violation of Delaware law or obtained an improper personal benefit.

Section 145 of the DGCL provides, among other things, that a corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (other than an action by or in the right of the corporation) by reason of the fact that the person is or was a director, officer, agent or employee of the corporation or is or was serving at the corporation's request as a director, officer, agent or employee of another corporation, partnership, joint venture, trust or other enterprise, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding. The power to indemnify applies (i) if such person is successful on the merits or otherwise in defense of any action, suit or proceeding or (ii) if such person acted in good faith and in a manner he reasonably believed to be in the best interest, or not opposed to the best interest, of the corporation, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The power to indemnify applies to actions brought by or in the right of the corporation as well, but only to the extent of defense expenses (including attorneys' fees) actually and reasonably incurred and not to any satisfaction of judgment or settlement of the claim itself, and with the further limitation that in such actions no indemnification shall be made in the event of any adjudication of liability to the corporation, unless the court believes that in light of all the circumstances indemnification should apply.

Section 174 of the DGCL provides, among other things, that a director, who willfully or negligently approves of an unlawful payment of dividends or an unlawful stock purchase or redemption, will be held liable for such actions. A director who was either absent when the unlawful actions were approved or dissented at the time, may avoid liability by causing his or her dissent to such actions to be entered in the books containing the minutes of the meetings of the board of directors at the time such action occurred or immediately after such absent director receives notice of the unlawful acts.

The certificate of incorporation of Acadia Healthcare Company, Inc. provides that, to the fullest extent permitted by Delaware law, the directors of Acadia Healthcare Company, Inc. shall not be liable for monetary damages for breach of the directors' fiduciary duty of care to Acadia Healthcare Company, Inc. and its stockholders. This provision in the certificate of incorporation does not eliminate the duty of care, and in appropriate circumstances equitable remedies such as injunctive or other forms of non-monetary relief will remain available under Delaware law. In addition, each director will continue to be subject to liability for breach of the director's duty of loyalty to Acadia Healthcare Company, Inc. or its stockholders, for acts or omissions not in good faith or involving intentional misconduct or knowing violations of law, for actions leading to improper personal benefit to the director and for payment of dividends or approval of stock repurchases or redemptions that are unlawful under Delaware law. The provision also does not affect a director's responsibilities under any other law, such as the federal securities laws or state or federal environmental laws.

The bylaws of Acadia Healthcare Company, Inc. provide that Acadia Healthcare Company, Inc. must indemnify its directors and officers to the fullest extent permitted by Delaware law and require Acadia Healthcare Company, Inc. to advance litigation expenses upon receipt of an undertaking by a director or officer to repay such advances if it is ultimately determined that such director or officer is not entitled to indemnification. The indemnification provisions contained in the bylaws of Acadia Healthcare Company, Inc. are not exclusive of any other rights to which a person may be entitled by law, agreement, vote of stockholders or disinterested directors or otherwise.

In addition, Acadia Healthcare Company, Inc. has entered into employment agreements with certain of its directors and officers, which provide indemnification in addition to the indemnification provided for in the certificate of incorporation and bylaws. These employment agreements, among other things, indemnify some of its directors and officers for certain expenses (including attorneys' fees), judgments, fines and settlement amounts incurred by such person in any claim, action, suit, proceeding or investigation, whether civil, criminal, administrative or investigative, arising out of or pertaining to any action or omission in such director's or officer's capacity.

Each of Acadia Healthcare Company, Inc.'s directors is a party to an indemnification agreement with Acadia Healthcare Company, Inc. pursuant to which it has agreed to indemnify and advance expenses to such director in connection with his service as a director, officer or agent to the fullest extent permitted by law and as set forth in each such agreement and, to the extent applicable, to maintain insurance coverage for each such director under its policies of directors' and officers' liability insurance.

The certificates of incorporation of Bayside Marin, Inc., Comprehensive Addiction Programs, Inc., CRC ED Treatment, Inc., CRC Health Corporation and Habit Opco, Inc. provide that, to the fullest extent permitted by Delaware law, the directors of the corporation shall not be liable for monetary damages for breach of the directors' fiduciary duty to the corporation and its stockholders. The certificates of incorporation of such registrants also provide that the corporation must indemnify its directors and officers to the fullest extent permitted by Delaware law and require the corporation to advance litigation expenses.

The certificates of incorporation of CRC Health Group, Inc. and Habit Holdings, Inc. provide that, to the fullest extent permitted by Delaware law, the directors of the corporation shall not be liable for monetary damages for breach of the directors' fiduciary duty to the corporation and its stockholders. The certificates of incorporation also provide that the corporation must indemnify its directors and officers to the fullest extent permitted by Delaware law and require the corporation to advance litigation expenses unless such action was initiated by or on behalf of such person.

The certificates of incorporation of CRC Recovery, Inc., CRC Weight Management, Inc., Sierra Tucson, Inc., SUWS of the Carolinas, Inc. and Youth Care of Utah, Inc. provide that, to the fullest extent permitted by Delaware law, the directors of the corporation shall not be liable for monetary damages for breach of the directors' fiduciary duty to the corporation and its stockholders.

The certificate of incorporation of Seven Hills Hospital, Inc. does not specify the extent to which the corporation may indemnify its officers or directors.

The bylaws of CRC Health Corporation and Seven Hills Hospital, Inc. do not specify the extent to which the corporation may indemnify its officers or directors.

The bylaws of Bayside Marin, Inc., Comprehensive Addiction Programs, Inc., CRC ED Treatment, Inc., CRC Health Group, Inc., CRC Recovery, Inc., CRC Weight Management, Inc., Habit Holdings, Inc., Habit Opco, Inc., Sierra Tucson, Inc., SUWS of the Carolinas, Inc. and Youth Care of Utah, Inc. provide that, in effect, the corporation must indemnify its directors and officers to the fullest extent permitted by Delaware law and under the circumstances permitted by Section 145 of the DGCL and, subject to certain limitations, require such registrants to advance litigation expenses.

Registrants formed under the laws of the State of Delaware

The following registrants are limited liability companies formed in the State of Delaware: Abilene Behavioral Health, LLC, Abilene Holding Company, LLC, Acadia Management Company, LLC, Acadia Merger Sub, LLC, Acadiana Addiction Center, LLC, Austin Behavioral Hospital, LLC, BCA of Detroit, LLC, Behavioral Centers of America, LLC, Cascade Behavioral Holding Company, LLC, Cascade Behavioral Hospital, LLC, Commodore Acquisition Sub, LLC, CRC Holdings, LLC, Crossroads Regional Hospital, LLC, Four Circles Recovery Center, LLC, Greenleaf Center, LLC, Hermitage Behavioral, LLC, HMIH Cedar Crest, LLC, National Specialty Clinics, LLC, Northeast Behavioral Health, LLC, Park Royal Fee Owner, LLC, PHC Meadowwood, LLC, Piney Ridge Treatment Center, LLC, Psychiatric Resource Partners, LLC, Red River Holding Company, LLC, Red River Hospital, LLC, RiverWoods Behavioral Health, LLC, Skyway House, LLC, Sonora Behavioral Health Hospital, LLC, Structure House, LLC, Talisman Academy, LLC, TK Behavioral Holding Company, LLC, TK Behavioral, LLC, Valley Behavioral Health System, LLC, Vermilion Hospital, LLC, Village Behavioral Health, LLC, Vista Behavioral Holding Company, LLC and Vista Behavioral Hospital, LLC.

Section 18-108 of the Delaware Limited Liability Company Act provides that a limited liability company may, and shall have the power to, indemnify and hold harmless any member or manager or other person from and against any and all claims and demands whatsoever.

The limited liability company agreements of Acadia Merger Sub, LLC and Hermitage Behavioral, LLC do not specify the extent to which the corporation may indemnify its officers or directors.

The limited liability company agreements of Abilene Holding Company, LLC, Acadia Management Company, LLC, Austin Behavioral Hospital, LLC, BCA of Detroit, LLC, Cascade Behavioral Holding Company, LLC, Commodore Acquisition Sub, LLC, Crossroads Regional Hospital, LLC, Greenleaf Center, LLC, HMIH Cedar Crest, LLC, Northeast Behavioral Health, LLC, Park Royal Fee Owner, LLC, PHC Meadowwood, LLC, Red River Holding Company, LLC, Skyway House, LLC, TK Behavioral Holding Company, LLC, TK Behavioral, LLC, Vista Behavioral Hospital, LLC and Vista Behavioral Holding Company, LLC provide that, to the extent permitted by Delaware law, the company shall indemnify officers of the company against expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred by such individual in connection with an action and requires the company, subject to certain limitations, to advance expenses incurred in defending any such action.

The limited liability company agreement of Behavioral Centers of America, LLC, provides that, to the extent permitted by Delaware law, the company shall indemnify members of the board of managers and officers of the company against expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred by such individual in connection with an action and requires the company, subject to certain limitations, to advance expenses incurred in defending any such action.

The limited liability company agreements of Abilene Behavioral Health, LLC, Acadiana Addiction Center, LLC, Cascade Behavioral Hospital, LLC, Piney Ridge Treatment Center, LLC, Psychiatric Resource Partners, LLC, Red River Hospital, LLC, RiverWoods Behavioral Health, LLC, Sonora Behavioral Health Hospital, LLC, Valley Behavioral Health System, LLC, Vermilion Hospital, LLC and Village Behavioral Health, LLC provide that, to the extent permitted by Delaware law, the company shall indemnify managers, officers, employees and agents of the company against expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred by such individual in connection with an action and requires the company, subject to certain limitations, to advance expenses incurred in defending any such action.

The limited liability company agreements of CRC Holdings, LLC, Four Circles Recovery Center, LLC, National Specialty Clinics, LLC, Structure House, LLC and Talisman Academy, LLC provide that the company shall reimburse the members for all out-of-pocket costs and expenses reasonably incurred by it in connection with the operation and funding of the company, including legal fees and expenses, and the company shall reimburse the manager for all costs and expenses incurred in connection with the organization and operations of the company.

Registrant incorporated under the laws of the State of Arizona

Southwestern Children's Health Services, Inc. is a corporation incorporated in the State of Arizona.

Section 10-851 of the Arizona Revised Statutes ("ARS") permits a corporation to indemnify an individual made a party to a proceeding because the individual is or was a director, against liability incurred in the proceeding if the individual acted in good faith and (i) in the case of conduct in his or her official capacity, the individual acted in a manner he or she reasonably believed to be in the best interests of the corporation, (ii) in all other cases, the individual's conduct was at least not opposed to the best interests of the corporation and, (iii) with respect to any criminal proceeding, the individual had no reasonable cause to believe his or her conduct was unlawful. Section 10-851 of the ARS also permits a corporation to indemnify a director made a party to a proceeding because the director engaged in conduct for which broader indemnification has been made permissible or obligatory under a provision of the articles of incorporation pursuant to Section 10-202, subsection B, paragraph 2 of the ARS. A corporation may not indemnify a director under Section 10-851 of the ARS either (i) in connection with a proceeding by or in the right of the corporation in which the director was adjudged liable to the corporation or (ii) in connection with any other proceeding charging improper financial benefit to the director, whether or not involving action in the director's official capacity, in which the director was adjudged liable on the basis that financial benefit was improperly received by the director. Indemnification permitted under this section in connection with a proceeding by or in the right of the corporation is limited to reasonable expenses incurred in connection with the proceeding.

Unless limited by its articles of incorporation, Section 10-852 of the ARS requires an Arizona corporation to indemnify a director who has prevailed, on the merits or otherwise, in defending any proceeding brought against the director because such person is or was a director of the corporation. The corporation must indemnify the director for reasonable expenses.

Section 10-856 of the ARS provides that an Arizona corporation may indemnify and advance expenses to an officer of the corporation who is a party to a proceeding because the individual is or was an officer of the corporation to the same extent as a director or, for officers who are not directors, to such further extent as may be provided by the articles of incorporation, the bylaws, a resolution of the board of directors or contract except for (i) liability in connection with a proceeding by or in the right of the corporation other than for reasonable expenses incurred in connection with the proceeding and (ii) liability arising out of conduct that constitutes (a) receipt by the officer of a financial benefit to which the officer is not entitled, (b) an intentional infliction of harm on the corporation or its shareholder or (c) an intentional violation of criminal law.

The articles of incorporation of Southwestern Children's Health Services, Inc. provide that a director of such registrant shall not be liable to the corporation or its shareholders for monetary damages for any action taken, or for any failure to take any action, as a director, except liability arising out of (i) any appropriation, in violation of the director's duties, of any business opportunity of the corporation, (ii) acts or omissions that involve intentional misconduct or a knowing violation of the law, (iii) voting for or assenting to an unlawful distribution in violation of Arizona law or (iv) any transaction from which the director received an improper personal benefit. In addition, the bylaws of Southwestern Children's Health Services, Inc. provide that, subject to any limitations under Arizona law, the registrant shall indemnify a former or current director or officer made a party to a proceeding against liability if the individual acted in good faith and (i) in the case of conduct in his or her official capacity, the individual acted in a manner he or she reasonably believed to be in the best interests of the corporation, (ii) in all other cases, the individual's conduct was at least not opposed to the best interests of the corporation and, (iii) with respect to any criminal proceeding, the individual had no reasonable cause to believe his or her conduct was unlawful.

Registrants formed under the laws of the State of Arkansas

The following registrants are limited liability companies organized in the State of Arkansas: Ascent Acquisition - CYPDC, LLC, Ascent Acquisition - PSC, LLC, Ascent Acquisition, LLC, Habilitation Center, LLC and Millcreek School of Arkansas, LLC.

Section 4-32-404 of the Arkansas Small Business Entity Tax Pass Through Act provides that a limited liability company's operating agreement may: (a) eliminate or limit the personal liability of a member or manager for monetary damages for breach of any duty provided for in Section 4-32-402 and (b) provide for indemnification of a member or manager for judgments, settlements, penalties, fines, or expenses incurred in a proceeding to which a person is a party because the person is or was a member or manager.

The operating agreements of the registrants organized in the state of Arkansas provide that the company shall, to the extent permitted by applicable law, indemnify officers of the company against expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred by such individual in connection with an action and requires the company, subject to certain limitations, to advance expenses incurred in defending any such action.

Registrants incorporated under the laws of the State of California

The following registrants are corporations incorporated in the State of California: Aspen Education Group, Inc., Aspen Youth, Inc., San Diego Health Alliance, Sober Living by the Sea, Inc., Transcultural Health Development, Inc., Treatment Associates, Inc. and WCHS, Inc.

Section 317 of the California General Corporation Law ("CGCL") provides that a California corporation may indemnify any person who is or was a party to any proceeding (other than a derivative action) by reason of the fact that the person is or was a director, officer, employee or other agent of the corporation, against expenses and other amounts actually and reasonably incurred in connection with the proceeding if that person acted in good faith and in a manner the person reasonably believed to be in the best interests of the corporation and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct was unlawful. In addition, a California corporation may also indemnify any person who is or was a party to any proceeding by or in the right of the corporation by reason of the fact that the person is or was a director, officer, employee or other agent of the corporation, against expenses actually and reasonably incurred by that person in connection with the proceeding if the person acted in good faith and in a manner the person believed to be in the best interests of the corporation and the shareholders. Section 317 of the CGCL requires court approval before payment of any expenses to a person that has been adjudged liable to the corporation. Additionally, a California corporation must indemnify directors, officers, employees and agents of the corporation against expenses if such person is successful on the merits or in defense of any proceeding referred to above. The indemnification provided by Section 317 of the CGCL for acts while serving as a director or officer of the corporation, but not involving breach of duty to the corporation and its shareholders, shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of disinterested directors or shareholders, or otherwise to the extent authorized by the corporation's articles of incorporation.

The articles of incorporation of Aspen Education Group, Inc., Aspen Youth, Inc., Treatment Associates, Inc. and WCHS, Inc. provide that the directors and officers of the company shall be indemnified through bylaw provisions, agreements, vote of shareholders or disinterested directors or otherwise to the fullest extent permissible under California law.

The bylaws of Aspen Education Group, Inc., Aspen Youth, Inc., San Diego Health Alliance, Sober Living by the Sea, Inc., Transcultural Health Development, Inc., Treatment Associates, Inc. and WCHS, Inc. provide to the maximum extent permitted by the CGCL the corporation shall indemnify each of its current or former officers and directors from and against any expenses, judgments, fines, settlements and other amounts actually incurred in connection with any proceeding to which such person was or is a party or is threatened to be a party by reason of the fact that such person is a director or officer, and the corporation may, subject to certain limitations, indemnify, advance expenses, maintain insurance, and enter into indemnification agreements.

Registrants organized under the laws of the State of California

The Camp Recovery Centers, L.P. is a limited partnership organized in the State of California.

Section 15904.06 of the 2008 California Revised Limited Partnership Act provides that a limited partnership shall reimburse a general partner for payments made, and indemnify a general partner for liabilities incurred by, the general partner in the ordinary course of the activities of the partnership or for the preservation of its activities or property.

The partnership agreement of The Camp Recover Centers, L.P. provides that in the absence of fraud, gross negligence, material breach of fiduciary duty, or willful misconduct by a general partner or its respective agents, the partnership shall indemnify a general partner for any loss, expense, damage or injury suffered by reason of any acts, or omission arising out of any activity performed in good faith on behalf on the partnership. Such indemnification includes reasonable attorneys' fees and other expenses incurred in settling any claim or threatened action or legal proceeding and the removal of any liens.

The following registrants are partnerships organized in the State of California: California Treatment Services, Milwaukee Health Services System and San Diego Treatment Services

Section 16401 of the California Uniform Partnership Act of 1994 provides that a partnership must reimburse a partner for payments made and indemnify a partner for liabilities incurred in the ordinary course of the business of the partnership or for the preservation of the partnership's business or property.

The partnership agreements of California Treatment Services, Milwaukee Health Services System and San Diego Treatment Services provide that each partner shall indemnify the other partners and the partnership from all losses, costs, damages, claims liabilities or expenses arising from the personal obligations or liabilities of any partner and in the event the partnership becomes a party to litigation as a result of such personal obligations or liabilities the partnership shall be reimbursed for all such reasonable expenses incurred, including attorney's fees.

Registrants organized under the laws of the State of Florida

The following registrants are limited liability companies organized in the State of Florida: Ten Broeck Tampa, LLC and The Refuge, A Healing Place, LLC.

Section 608.4229 of the Florida Limited Liability Company Act (the "FLLCA") provides that, subject to such standards and restrictions, if any, as are set forth in its articles of organization or operating agreement, a limited liability company shall have the power to indemnify and hold harmless any member or manager or other person from and against any and all claims and demands whatsoever. Notwithstanding the foregoing, indemnification or advancement of expenses shall not be made to or on behalf of any member, manager, managing member, officer, employee, or agent if a judgment or other final adjudication establishes that the actions, or omissions to the act, of such person were material to the cause of action so adjudicated and constitute, (a) a violation of criminal law by such person, unless such person had no reason to believe such conduct unlawful, (b) a transaction in which such person derived an improper personal benefit, (c) such person's willful misconduct or conscious disregard of the best interests of the limited liability company, or (d) if such person is a manager or managing member of the limited liability company, such person's participation in a distribution under which the liability provisions of Section 608.426 of the FLLCA are applicable.

The limited liability company agreements of Ten Broeck Tampa, LLC and The Refuge, A Healing Place, LLC provide that, to the extent permitted by Florida law, the company shall indemnify officers of the company against expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred by such individual in connection with an action and requires the company, subject to certain limitations, to advance expenses incurred in defending any such action.

Registrant incorporated under the laws of the State of Georgia

Cartersville Center, Inc. is a corporation incorporated in the State of Georgia.

Section 14-2-851 of the Georgia Business Corporation Code (the "GBCC") provides that a corporation may indemnify a person who is or was a party to a proceeding because such person was a director against liability incurred in the proceeding if (1) such person conducted itself in good faith and (2) such person reasonably believed (A) in the case of conduct in an official capacity, that such conduct was in the best interests of the corporation; (B) in all other cases, that such conduct was at least not opposed to the best interests of the corporation; and (C) in the case of any criminal proceeding, such person had no reasonable cause to believe such conduct was unlawful. Additionally, in connection with a proceeding by or in the right of the corporation, a Georgia corporation may only

indemnify a director for reasonable expenses incurred in connection with the proceeding if such person meets the standard set forth in Section 14-2-851 of the GBCC. Additionally, a Georgia corporation must indemnify any director of the corporation against expenses if such person was wholly successful on the merits or in defense of any proceeding because such person was a director of the corporation.

Section 14-2-857 of the GBCC, a Georgia corporation may indemnify an officer of the corporation who is or was party to a proceeding because such person is or was an officer to the same extent as a director and if such person was not a director, to the further extent permitted by contract, articles of incorporation, bylaws or resolution of the board of directors, subject to certain exceptions.

The articles of incorporation and bylaws of Cartersville Center, Inc. do not specify the extent to which the corporation may indemnify its officers or directors.

Registrant organized under the laws of the State of Georgia

Lakeland Hospital Acquisition, LLC is a limited liability company organized in the State of Georgia.

Section 14-11-306 of the Georgia Code provide that subject to such standards and restrictions, if any, as are set forth in the articles of organization or a written operating agreement, a limited liability company may, and shall have the power to, indemnify and hold harmless any member or manager or other person from and against any and all claims and demands whatsoever arising in connection with the limited liability company; provided, however, that a limited liability company shall not have the power to indemnify any member or manager (i) for his or her intentional misconduct or knowing violation of the law or (ii) for any transaction for which the person received a personal benefit in violation of any provision of a written operating agreement.

The limited liability company agreement of Lakeland Hospital Acquisition, LLC provides that, to the extent permitted by Georgia law, the company shall indemnify officers of the company against expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred by such individual in connection with an action and requires the company, subject to certain limitations, to advance expenses incurred in defending any such action.

Registrants incorporated under the laws of the State of Indiana

The following registrants are corporations incorporated in the State of Indiana: Options Treatment Center Acquisition Corporation, Resolute Acquisition Corporation and RTC Resource Acquisition Corporation.

Sections 23-1-37-8 and 23-1-37-13 of the Indiana Business Corporation Law (“IBCL”) provide that a corporation may indemnify a former or current director made a party to a proceeding against liability if the individual acted in good faith and (i) in the case of conduct in his or her official capacity, the individual acted in a manner he or she reasonably believed to be in the best interests of the corporation, (ii) in all other cases, the individual’s conduct was at least not opposed to the best interests of the corporation and, (iii) with respect to any criminal proceeding, the individual had either reasonable cause to believe his or her conduct was lawful or no reasonable cause to believe his or her conduct was unlawful.

Unless limited by its articles of incorporation, Section 23-1-37-9 of the IBCL provides that a corporation must indemnify a director who is wholly successful, on the merits or otherwise, in the defense of any proceeding to which the director was a party because the director is or was a director of the corporation, against reasonable expenses incurred by the director in connection with the proceeding.

The articles of incorporation of the registrants incorporated in Indiana provide that such registrants shall indemnify a former or current director or officer made a party to a proceeding against liability if the individual acted in good faith and (i) in the case of conduct in his or her official capacity, the individual acted in a manner he or she reasonably believed to be in the best interests of the corporation, (ii) in all other cases, the individual’s conduct was at least not opposed to the best interests of the corporation and, (iii) with respect to any criminal proceeding, the

individual had no reasonable cause to believe his or her conduct was unlawful. The articles of incorporation of the registrants incorporated in Indiana also require such registrants to advance expenses and provide that no director shall be liable to such registrants for any action taken or not taken by such person in his or her capacity as a director in good faith and in reliance upon certain representations by the chief executive officer or the chief financial officer of the corporation, independent public accountants, legal counsel and other experts whose professions give authority to the opinions expressed by them.

The bylaws of the registrants incorporated in Indiana restate the indemnification provisions of the articles of incorporation set forth in the preceding paragraph.

Registrants organized under the laws of the State of Indiana

The following registrants are limited liability companies organized in the State of Indiana: Centerpointe Community Based Services, LLC, East Indiana Treatment Center, LLC, Evansville Treatment Center, LLC, Indianapolis Treatment Center, LLC, Richmond Treatment Center, LLC, Southern Indiana Treatment Center, LLC and Success Acquisition, LLC.

Section 23-18-2-2 of the Indiana Business Flexibility Act ("IBFA") provides that, unless the limited liability company's articles of organization provide otherwise, every limited liability company has the power to indemnify and hold harmless any member, manager, agent, or employee from and against any and all claims and demands, except in the case of action or failure to act by the member, agent, or employee which constitutes willful misconduct or recklessness and subject to any standards and restrictions set forth in a written operating agreement. Section 23-18-4-4 of the IBFA provides that a written operating agreement may provide for indemnification of a member or manager for judgments, settlements, penalties, fines, or expenses incurred in a proceeding to which a person is a party because the person is or was a member or manager.

The operating agreements of Centerpointe Community Based Services, LLC and Success Acquisition, LLC provide that, to the extent permitted by Indiana law, the company shall indemnify officers of the company against expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred by such individual in connection with an action and requires the company, subject to certain limitations, to advance expenses incurred in defending any such action.

The operating agreements of East Indiana Treatment, LLC, Evansville Treatment Center, LLC, Indianapolis Treatment Center, LLC, Richmond Treatment Center, LLC and Southern Indiana Treatment Center, LLC provide that the company will pay or reimburse the manager for all costs and expenses incurred by the manager in connection with the organization and operations of the company, and the company shall reimburse the members for all out-of-pocket costs and expenses reasonably incurred by it in connection with the operation and funding of the company, including legal fees and expenses.

Registrant incorporated under the laws of Kansas

Wichita Treatment Center, Inc. is a corporation incorporated in the State of Kansas.

Section 17-6305 of the Kansas General Corporation Law authorizes a corporation to indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, other than an action by or in the right of the corporation, by reason of the fact that such person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, including attorney's fees, if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the corporation; and, with respect to any criminal action or proceeding, had no reasonable cause to believe such person's conduct was unlawful.

A Kansas corporation may also indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that such person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit, including attorney's fees, if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the corporation, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Further, the corporation must indemnify a director or officer who is successful, on the merits or otherwise, in the defense of any proceeding referenced above against reasonable expenses, including attorneys' fees, incurred by such person in connection with the proceeding.

The articles of incorporation and bylaws of Wichita Treatment Center, Inc. do not specify the extent to which the corporation may indemnify its officers or directors.

Registrant incorporated under the laws of Louisiana

Baton Rouge Treatment Center, Inc. is a corporation incorporated in the State of Louisiana.

As of January 1, 2015, the entire former Louisiana Business Corporation Law was repealed, including Section 83, and a new Louisiana Business Corporation Act ("LBCA") being R.S. 12:1-101 et seq. became effective January 1, 2015.

Under the LBCA, R.S. 12:§1-832, except to the extent the articles of incorporation limit or reject the protection against liability, no director or officer shall be liable to the corporation or its shareholders for money damages for any action taken, or failure to take action, as a director or officer, except for one of the following: (1) breach of the duty of loyalty to the corporation or the shareholders, (2) an intentional infliction of harm to the corporation or shareholders, (3) an intentional violation of criminal law or (4) a violation of 12:§1-833 which provides liability for unlawful distributions made by the directors. In addition, § 1-851 of the LBCA provides that a corporation may indemnify an individual who is a party to a proceeding because the individual is a director, against liability incurred, if the director conducted himself in good faith and reasonably believed either that his conduct was in the best interest of the corporation, in the case of conduct in an official capacity, or in all other cases, that the director's conduct was at least not opposed to the best interest of the corporation or in the case of a criminal proceeding, the director had no reasonable cause to believe his or her conduct was unlawful.

§1-852 of the LBCA provides that a corporation shall indemnify a director who was wholly successful on the merits or otherwise in the defense of any proceeding to which the director was a party because he was a director against expenses incurred by the director in connection with the proceeding. In addition, §1-853 provides that the corporation may, before final disposition, advance funds to pay or reimburse expenses incurred in a proceeding by an individual who is a party.

§1-856 provides the corporation may indemnify and advance expenses of an officer who is a party because he or she is an officer of the corporation to the same extent as a director.

§1-1701 of the LBCA provides transition provisions stating that the new LBCA applies to all domestic corporations in existence on the effective date of the current law, January 1, 2015, that were incorporated under the laws of this state, except that §1-1703 provides the current law does not affect any action taken under the prior law before its repeal for any liability or obligation acquired, accrued or incurred before January 1, 2015.

The articles of incorporation and bylaws of Baton Rouge Treatment Center, Inc. do not specify the extent to which the corporation may indemnify its officers or directors.

Registrants incorporated under the laws of the Commonwealth of Massachusetts

The following registrants are corporations incorporated in the Commonwealth of Massachusetts: Detroit Behavioral Institute, Inc., PHC of Michigan, Inc., PHC of Nevada, Inc., PHC of Utah, Inc. and Wellplace, Inc.

Section 2.02 of the Massachusetts Business Corporation Act ("Massachusetts BCA") permits a corporation to include in its articles of organization a provision eliminating the liability of a director to the corporation for monetary damages for breach of fiduciary duty as a director unless the director breached his or her duty of loyalty, failed to act in good faith, engaged in intentional misconduct or knowingly violated a law, authorized a distribution in violation of Massachusetts law or derived an improper personal benefit.

Section 8.51 of the Massachusetts BCA provides that a corporation may indemnify an individual who is a party to a proceeding because he is a director against liability incurred in the proceeding if (1)(i) the individual acted in good faith, (ii) the individual reasonably believed that his or her conduct was in the best interests of the corporation or that his or her conduct was at least not opposed to the best interests of the corporation and (iii) in the case of any criminal proceeding, the individual had no reasonable cause to believe his or her conduct was unlawful or (2) the individual engaged in conduct for which he or she shall not be liable under a provision of the articles of organization authorized by clause (4) of subsection (b) of section 2.02 of the Massachusetts BCA.

Section 8.52 of the Massachusetts BCA provides that to the extent that a director is wholly successful, on the merits or otherwise, in the defense of any proceeding to which he or she was a party because he or she is or was a director of the corporation, the corporation must indemnify him or her against reasonable expenses.

Section 8.53 of the Massachusetts BCA provides for the advancement of defense expenses incurred by directors and officers in specified circumstances.

The articles of organization of PHC of Michigan, Inc., PHC of Nevada, Inc. and PHC of Utah, Inc. provide that such registrants shall indemnify a former or current director or officer made a party to a proceeding against liability by reason of any action taken or not taken in the director or officer's capacity as such, except with respect to any matter as to which the director or officer shall have been adjudicated by a court of competent jurisdiction not to have acted in good faith in the reasonable belief that his or her action was in the best interests of the corporation. Further, the articles of organization of PHC of Michigan, Inc., PHC of Nevada, Inc. and PHC of Utah, Inc. provide that a director of such registrants shall not be liable to the corporation or its shareholders for monetary damages for any action taken, or for any failure to take any action, as a director except liability for (i) any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of the law, (iii) voting for or assenting to an unlawful distribution in violation of Massachusetts law or (iv) any transaction from which the director received an improper personal benefit.

The bylaws of PHC of Michigan, Inc., PHC of Nevada, Inc. and PHC of Utah, Inc. do not specify the extent to which the corporation may indemnify its officers or directors.

The articles of organization and bylaws of Detroit Behavioral Institute, Inc. and Wellplace, Inc. do not specify the extent to which the corporation may indemnify its officers or directors.

Registrant organized under the laws of the Commonwealth of Massachusetts

PHC of Virginia, LLC is a limited liability company organized in the Commonwealth of Massachusetts.

Section 8(a) of the Massachusetts Limited Liability Company Act (the "MLLCA") provides that subject to any standards and restrictions set forth in its certificate of organization or operating agreement, a limited liability company may indemnify and hold harmless any member or manager or other person from and against any and all claims and demands whatsoever. Such indemnification may include payment by the limited liability company of expenses incurred in defending a civil or criminal action or proceeding in advance of the final disposition of such action or proceeding, upon receipt of an undertaking by the person indemnified to repay such payment if he shall be adjudicated to be not entitled to indemnification under the MLLCA which undertaking may be accepted without reference to the financial ability of such person to make repayment. Indemnification may be provided although the person to be indemnified is no longer a member or manager. Section 8(b) of the MLLCA provides that the certificate of organization or operating agreement of a limited liability company may eliminate or limit the personal liability of a member or manager for breach of any duty to the limited liability company or to another member or manager.

The operating agreement of PHC of Virginia, LLC provides that, to the extent permitted by applicable law, the company shall indemnify officers of the company against expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred by such individual in connection with an action and requires the company, subject to certain limitations, to advance expenses incurred in defending any such action.

Registrants formed under the laws of the State of Mississippi

The following registrants are limited liability companies formed in the State of Mississippi: Millcreek Schools, LLC and Rehabilitation Centers, LLC.

Section 79-29-123(4) of the Revised Mississippi Limited Liability Company Act (the "RMLLCA") provides that the certificate of formation or operating agreement may provide for the limitation or elimination of any and all liabilities of any manager, member, officer or other person who is a party to or is otherwise bound by the operating agreement for any action taken, or failure to take any action, as a manager, member, officer or other person, including, for breach of contract and for breach of duties, including all or any fiduciary duties, of a member, manager, officer or other person to a limited liability company or to its members or to another member or manager or officer or to another person; provided, that the certificate of formation or operating agreement may not limit or eliminate liability for (i) the amount of a financial benefit by a member or manager to which the member or manager is not entitled, (ii) an intentional infliction of harm on the limited liability company or the members, (iii) an intentional violation of criminal law, (iv) a wrongful distribution, or (v) any act or omission that constitutes a bad faith violation of the implied contractual covenant of good faith and fair dealing.

Section 79-29-123(5)(a) of the RMLLCA provides that a limited liability company may indemnify any member, manager, officer or other person from and against all claims and demands whatsoever, except a limited liability company shall not indemnify any member, manager, officer or other person in connection with a proceeding where such person was (i) found to have engaged in acts or omissions that constitute fraudulent conduct and was adjudged liable for claims based on such conduct, or (ii) was found to have engaged in any actions described in the preceding paragraph and was adjudged liable for claims based on such actions.

Section 79-29-123(5)(b) of the RMLLCA provides that a limited liability company shall indemnify a member, manager, officer or other person who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which the person was a party because the person is or was a member, manager, officer or agent of the limited liability company against reasonable expenses incurred by the member, manager, officer or agent in connection with the proceeding.

The operating agreement of Millcreek Schools, LLC provides that, to the extent permitted by applicable law, the company shall indemnify officers of the company against expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred by such individual in connection with an action and requires the company, subject to certain limitations, to advance expenses incurred in defending any such action.

The operating agreement of Rehabilitation Centers, LLC provides that, to the extent permitted by applicable law, the company shall indemnify managers, officers, employees and agents of the company against expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred by such individual in connection with an action and requires the company, subject to certain limitations, to advance expenses incurred in defending any such action.

Registrants organized under the laws of the State of Missouri

The following registrants are limited liability companies organized in the State of Missouri: Austin Eating Disorders Partners, LLC, McCallum Group, LLC, McCallum Properties, LLC and Webster Wellness Professionals, LLC.

The Missouri Limited Liability Company Act is silent as to indemnification.

The operating agreements of Austin Eating Disorders Partners, LLC, McCallum Group, LLC, McCallum Properties, LLC and Webster Wellness Professionals, LLC provide that, to the extent permitted by applicable law, the company shall indemnify officers of the company against expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred by such individual in connection with an action and requires the company, subject to certain limitations, to advance expenses incurred in defending any such action.

Registrant incorporated under the laws of the State of Montana

Kids Behavioral Health of Montana, Inc. is a corporation incorporated in the State of Montana.

Section 35-1-216 of the Montana Business Corporation Act ("Montana BCA") provides that a corporation may indemnify a director for any action taken or failure to take action except liability for (i) the amount of a financial benefit received by the director to which he or she is not entitled, (ii) an intentional infliction of harm on the corporation or its shareholders, (iii) a violation of the Montana provisions against unlawful distributions and (iv) an intentional violation of criminal law.

Section 35-1-452 of the Montana BCA provides that a corporation may indemnify a current or former director made a party to a proceeding against liability if the individual engaged in good faith conduct and (i) in the case of conduct in his or her official capacity, the individual acted in a manner he or she reasonably believed to be in the best interests of the corporation, (ii) in all other cases, the individual's conduct was at least not opposed to the best interests of the corporation and, (iii) with respect to any criminal proceeding, the individual had either reasonable cause to believe his or her conduct was lawful or no reasonable cause to believe his or her conduct was unlawful. A corporation may not indemnify a director under Section 35-1-452 of the Montana BCA either (i) in connection with a proceeding by or in the right of the corporation in which the director was adjudged liable to the corporation or (ii) in connection with any other proceeding charging improper personal benefit to the director, whether or not involving action in the director's official capacity, in which the director was adjudged liable on the basis that personal benefit was improperly received by the director. Indemnification permitted under this section in connection with a proceeding by or in the right of the corporation is limited to reasonable expenses incurred in connection with the proceeding.

Unless limited by the articles of incorporation, Section 35-1-453 of the Montana BCA provides that a corporation shall indemnify a director who is wholly successful, on the merits or otherwise, in the defense of any proceeding to which the director was a party because the director is or was a director of the corporation against reasonable expenses incurred by the director in connection with the proceeding.

Section 35-1-454 of the Montana BCA provides that, subject to certain limitations, a corporation may advance expenses to a director of the corporation who is a party to a proceeding because he or she is a director of the corporation.

Section 35-1-457 of the Montana BCA provides that a corporation must indemnify an officer of the corporation who is a party to a proceeding because the individual is or was an officer of the corporation against liability to the same extent as a director.

The certificate of incorporation of Kids Behavioral Health of Montana, Inc. does not contain indemnification provisions. Its bylaws, however, provide that the registrant shall indemnify a former or current director or officer made a party to a proceeding against liability if the individual acted in good faith and in a manner the individual reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to any criminal proceeding, the individual had no reasonable cause to believe his or her conduct was unlawful.

Registrant incorporated under the laws of the State of Nevada

Jayco Administration, Inc. is a corporation incorporated in the State of Nevada.

Section 78.7502(1) of the Nevada Revised Statutes ("NRS") provides that a corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (except an action by or in the right of the corporation) by reason of the fact that such person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if such person: (i) is not liable for a breach of fiduciary duties that involved intentional misconduct, fraud or a knowing violation of law; or (ii) acted in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful.

Section 78.7502(2) of the NRS further provides that a corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that such person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including amounts paid in settlement and attorneys' fees) actually and reasonably incurred in connection with the defense or settlement of the action or suit if such person: (i) is not liable for a breach of fiduciary duties that involved intentional misconduct, fraud or a knowing violation of law; or (ii) acted in good faith and in a manner that he or she reasonably believed to be in or not opposed to the best interests of the corporation. Indemnification may not be made for any claim, issue or matter as to which such a person has been adjudged by a court of competent jurisdiction, after exhaustion of all appeals therefrom, to be liable to the corporation or for amounts paid in settlement to the corporation, unless and only to the extent that the court in which the action or suit was brought or other court of competent jurisdiction determines upon application that in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for such expenses as the court deems proper.

To the extent that a director, officer, employee or agent of a corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subsections (1) and (2) of Section 78.7502, as described above, or in defense of any claim, issue or matter therein, the corporation shall indemnify him or her against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense.

The bylaws of Jayco Administration, Inc. provide that the corporation shall indemnify all of its officers and directors for any expenses, including legal fees, judgments and penalties incurred in any action brought against them on account of any act or omission while acting during the scope of their duties as an officer or director.

Registrant incorporated under the laws of the State of New Mexico

Youth and Family Centered Services of New Mexico, Inc. is a corporation incorporated in the State of New Mexico.

Section 53-12-2 of the New Mexico Business Corporation Act ("NMBCA") permits a corporation to include in its articles of incorporation a provision providing that a director shall not be personally liable to the corporation or its shareholders for monetary damages for breach of fiduciary duty as a director unless (i) the director has breached or failed to perform the duties of the director's office in compliance with New Mexico law and (ii) the breach or failure to perform constitutes (a) negligence, willful misconduct or recklessness in the case of a director who has either an ownership interest in the corporation or receives as a director or as an employee of the corporation compensation of more than $2,000 from the corporation in any calendar year, or (b) willful misconduct or recklessness in the case of a director who does not have an ownership interest in the corporation and does not receive as director or as an employee of the corporation compensation of more than $2,000 from the corporation in any calendar year.

Section 53-11-4.1 of the NMBCA permits a corporation to indemnify any person made a party to any proceeding by reason of the fact that the person is or was a director or officer if the individual engaged in good faith conduct and (i) in the case of conduct in his or her official capacity, the individual acted in a manner he or she reasonably believed to be in the best interests of the corporation, (ii) in all other cases, the individual's conduct was at least not opposed to the best interests of the corporation and, (iii) with respect to any criminal proceeding, the individual had either reasonable cause to believe his or her conduct was lawful or no reasonable cause to believe his or her conduct was unlawful. Indemnification may be made against judgments, penalties, fines, settlements and reasonable expenses, actually incurred by the person in connection with the proceeding, except that no indemnification shall be made if the individual is adjudged liable on the basis that a personal benefit was improperly received by the director and, if the proceeding was by or in the right of the corporation, indemnification may be made only against such reasonable expenses and shall not be made in respect of any proceeding in which the person shall have been adjudged to be liable to the corporation. In addition, Section 53-11-4.1 provides for the advancement of expenses of directors and officers in specified circumstances.

The articles of incorporation of Youth and Family Centered Services of New Mexico, Inc. provide that a director of such registrant shall not be liable to the corporation or its shareholders for monetary damages for any action taken, or for any failure to take any action, as a director except liability for (i) any appropriation, in violation of his or her duties, of any business opportunity of the corporation, (ii) acts or omission that involve intentional misconduct or a knowing violation of the law, (iii) voting for or assenting to an unlawful distribution in violation of New Mexico law or (iv) any transaction from which the director received an improper personal benefit.

The bylaws of Youth and Family Centered Services of New Mexico, Inc. provide that such registrants shall indemnify a former or current director or officer made a party to a proceeding against liability if the individual acted in good faith and (i) in the case of conduct in his or her official capacity, the individual acted in a manner he or she reasonably believed to be in the best interests of the corporation, (ii) in all other cases, the individual's conduct was at least not opposed to the best interests of the corporation and, (iii) with respect to any criminal proceeding, the individual had no reasonable cause to believe his or her conduct was unlawful. In addition, the bylaws of Youth and Family Centered Services of New Mexico, Inc. provide for advancement of funds to pay for reasonable expenses, including counsel fees, incurred by a director or officer who is a party to a proceeding.

Registrants organized under the laws of the State of Ohio

The following registrants are limited liability companies organized in the State of Ohio: Generations BH, LLC, Ohio Hospital of Psychiatry, LLC, Shaker Clinic, LLC and Ten Lakes Center, LLC.

Section 1705.32(A) of the Ohio Revised Code, provides that a limited liability company may indemnify or agree to indemnify any person who was or is a party, or who is threatened to be made a party, to any threatened, pending, or completed civil, criminal, administrative, or investigative action, suit, or proceeding, other than an action by or in the right of the company, because he is or was a manager, member, partner, officer, employee, or agent of the company or is or was serving at the request of the company as a manager, director, trustee, officer,

employee, or agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise. The company may indemnify or agree to indemnify a person in that position against expenses, including attorneys' fees, judgments, fines, and amounts paid in settlement that actually and reasonably were incurred by him in connection with the action, suit, or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the company and, in connection with any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful.

Section 1705.32(B) of the Ohio Revised Code provides that the company may indemnify or agree to indemnify any person who was or is a party or who is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the company to procure a judgment in its favor, because he is or was a manager, officer, employee, or agent of the company against expenses, including attorney's fees, that were actually and reasonably incurred by him in connection with the defense or settlement of the action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the company, except that an indemnification shall not be made in respect of any claim, issue, or matter as to which the person is adjudged to be liable for negligence or misconduct in the performance of his duty to the company unless and only to the extent that the court of common pleas or the court in which the action or suit was brought determines, upon application, that, despite the adjudication of liability but in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnification for expenses that the court considers proper.

The operating agreements of Generations BH, LLC, Ohio Hospital of Psychiatry, LLC, Shaker Clinic, LLC and Ten Lakes Center, LLC provide that, to the extent permitted by applicable law, the company shall indemnify officers of the company against expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred by such individual in connection with an action and requires the company, subject to certain limitations, to advance expenses incurred in defending any such action.

Registrant organized under the laws of the State of Oklahoma

Rolling Hills Hospital, LLC is a limited liability company organized in the State of Oklahoma.

Section 2003 of the Oklahoma Limited Liability Company Act provides that a limited liability company may indemnify and hold harmless any member, agent, or employee from and against any and all claims and demands whatsoever, except in the case of action or failure to act by the member, agent, or employee which constitutes willful misconduct or recklessness, and subject to the standards and restrictions, if any, set forth in the articles of organization or operating agreement.

The operating agreement of Rolling Hills Hospital, LLC provides that, to the extent permitted by applicable law, the company shall indemnify officers of the company against expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred by such individual in connection with an action and requires the company, subject to certain limitations, to advance expenses incurred in defending any such action.

Registrant incorporated under the laws of the State of Oregon

CRC Health Oregon, Inc. is a corporation incorporated in the State of Oregon.

Section 60.391 of the Oregon Business Corporation Act ("OBCA") provides, in relevant part, that a corporation may indemnify any director who is made a party to a proceeding because the individual is or was a director against liability incurred in the proceeding if (i) the conduct of the individual was in good faith, (ii) the individual reasonably believed that the individual's conduct was in the best interests of the corporation, or at least not opposed to its best interests, and (iii) in the case of any criminal proceeding, the individual had no reasonable cause to believe the individual's conduct was unlawful; provided, however, that the corporation may not indemnify an individual if (i) in connection with a proceeding by or in the right of the corporation in which the director was adjudged liable to the corporation or (ii) in connection with any other proceeding charging improper personal benefit to the director in which the individual was adjudged liable on the basis that personal benefit was improperly received by the director. Indemnification permitted in connection with a proceeding by or in the right of the corporation is limited to reasonable expenses incurred.

Section 60.394 of the OBCA provides that, unless otherwise limited by its articles of incorporation, a corporation shall indemnify any director who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which the director was a party because of being a director of the corporation against reasonable expenses incurred by the director in connection with the proceeding.

In addition, Section 60.407 of the OBCA provides, in relevant part, that, unless a corporation's articles of incorporation provide otherwise, any officer is entitled to such indemnification and is entitled to apply for court-ordered indemnification, in each case to the same extent as a director under Section 60.394. Section 60.407 of the OBCA further provides that the corporation may indemnify and advance expenses to an officer, employee, fiduciary or agent of the corporation to the same extent as a director.

Section 60.047 of the OBCA provides that a corporation may in its articles of incorporation eliminate or limit the personal liability of a director to the corporation or its shareholders for monetary damages for conduct as a director except for liability: (i) for any breach of the director's duty of loyalty to the corporation or its shareholders; (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (iii) for any unlawful distribution under Section 60.367 of the OBCA (pertaining to certain prohibited acts including unlawful distributions); or (iv) for any transaction from which the director derived an improper personal benefit. The articles of incorporation of American Medical Response Northwest, Inc. do not make any provisions for the indemnification of its directors and officers or otherwise eliminate or limit the personal liability of a director to the corporation or its shareholders for monetary damages for conduct as a director.

Section 60.397 of the OBCA provides that a corporation may pay for or reimburse the reasonable expenses incurred by a director who is a party to a proceeding in advance of final disposition of the proceeding if (i) the director furnishes the corporation a written affirmation of the director's good faith belief that the director has met the standard of conduct described in ORS 60.391; and (ii) the director furnishes the corporation a written undertaking, executed personally or on the director's behalf, to repay the advance if it is ultimately determined that the director did not meet the standard of conduct. The undertaking required by clause (ii) of the preceding sentence must be an unlimited general obligation of the director but need not be secured and may be accepted without reference to financial ability to make repayment. Any authorization for advancement of expenses may be made by provision in the articles of incorporation, or bylaws, by a resolution of the shareholders or board of directors or by contract.

The articles of incorporation of CRC Health Oregon, Inc. provide that to the fullest extent permitted by the OBCA a director of the corporation shall not be liable to the corporation or its shareholders for any monetary damages for such person's conduct as a director. Further, to the fullest extent not prohibited by law, the corporation shall indemnify any director or officer who is made, or threatened to be made, a party to an action by reason of the fact that such person is or was a director or officer, and the corporation shall pay for or reimburse reasonable expenses incurred by a director in advance if such director sets forth in writing (i) the director in good faith believed that the conduct of the person was in good faith and that such director reasonably believed such actions were in the best interests (or at least not opposed to the best interests) of the corporation and, in the case of a criminal matter, such director had no reason to believe such conduct was unlawful, and (ii) the director's agreement to repay all advances if it is determined that indemnification is not permitted by the articles of incorporation. Further, the above provision provides that it is not to be deemed exclusive of any other provisions for indemnification of director or officers included in any statute, bylaw, agreement, resolution of shareholders or directors or otherwise.

Registrants incorporated under the laws of the Commonwealth of Pennsylvania

The following registrants are corporations incorporated in the Commonwealth of Pennsylvania: White Deer Realty, Ltd. and White Deer Run, Inc.

Section 1741 of the Pennsylvania Business Corporation Law of 1988 ("PBCL") provides that a corporation may indemnify any person who is or is threatened to be made a party to an action by reason of the fact that the person was or is a director, officer, employee or agent (a "representative") of the corporation against judgments, settlements, and expenses reasonably incurred in actions brought against the person (other than actions brought by or in the right of the corporation).

Section 1742 of the PBCL provides for indemnification of such representatives against expenses reasonably incurred in defending or settling actions by or in the right of the corporation, in each case if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation and in addition with respect to any criminal action or proceeding, had no reasonable cause to believe the conduct of such person was unlawful. No indemnification can be made under Section 1742 of the PBCL in respect of any matter where the person has been adjudged to be liable to the corporation, unless a court determines that the person is fairly and reasonably entitled to indemnity for expenses. Unless ordered by a court, indemnification under those provisions is to be made in the specific case upon a determination that indemnification is proper by the board, by independent legal counsel, or the shareholders.

Section 1743 of the PBCL mandates indemnification of expenses, whether or not the action was brought by or in the right of the corporation, to the extent that the person has been successful in defense of any action or proceeding.

Section 1745 of the PBCL authorizes a corporation to pay a representative's expenses in advance of a final disposition of a matter, upon receipt of an undertaking by the recipient to repay the amounts advanced if it is ultimately determined that the representative is not entitled to be indemnified by the corporation.

The bylaws of White Deer Realty, Ltd. and White Deer Run, Inc. generally provide that to the extent permitted by law the corporation shall indemnify its officers and directors against any liabilities, including from actual breach or neglect of a duty, error, misstatement or misleading statement, negligence or gross negligence, incurred in connection with any proceeding by reason of fact that such person is a director or officer unless (i) such actions constituted willful misconduct or recklessness within the meaning of Pennsylvania law, (ii) if such proceeding is based upon or attributable to the receipt by such person of a personal benefit which such person is not legally entitled to receive or (iii) a determination in a final adjudication that such indemnification is otherwise unlawful. Further, the corporation may advance expenses in specified circumstances, maintain insurance, and enter into indemnification agreements.

Registrant organized under the laws of the Commonwealth of Pennsylvania

Southwood Psychiatric Hospital, LLC is a limited liability company organized in the Commonwealth of Pennsylvania.

Section 8945 of the Pennsylvania Limited Liability Company Act (the "PLLCA") provides that a limited liability company may indemnify and hold harmless any member or manager or other person from and against any and all claims and demands whatsoever except that indemnification shall not be made where the act giving rise to the claim for indemnification is determined by a court to have constituted willful misconduct or recklessness. Section 8945(d) of the PLLCA further provides that payment of expenses in advance of the final disposition of the action or proceeding may be made upon a receipt of an undertaking by or on behalf of such indemnified person to repay such amount if it shall ultimately be determine that he is not entitled to be indemnified by the company.

Section 8945(f) of the PLLCA provides that the limited liability company shall indemnify its members and managers in respect of payments made and personal liabilities reasonably incurred by them in the ordinary and proper conduct of the limited liability company's business or for the preservation of its business or property.

The operating agreement of Southwood Psychiatric Hospital, LLC provides that, to the extent permitted by applicable law, the company shall indemnify managers, officers, employees and agents of the company against expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred by such individual in connection with an action and requires the company, subject to certain limitations, to advance expenses incurred in defending any such action.

Registrant organized under the laws of the State of South Carolina

Rebound Behavioral Health, LLC is a limited liability company organized in the State of South Carolina.

Section 33-44-403 of the South Carolina Limited Liability Company Act provides that a limited liability company shall indemnify a member or manager for liabilities incurred by the member or manager in the ordinary course of the business of the company or for the preservation of its business or property.

The operating agreement of Rebound Behavioral Health, LLC provides that, to the extent permitted by applicable law, the company shall indemnify officers of the company against expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred by such individual in connection with an action and requires the company, subject to certain limitations, to advance expenses incurred in defending any such action.

Registrants incorporated under the laws of the State of Tennessee

The following registrants are corporations incorporated in the State of Tennessee: CRC Health Tennessee, Inc. and Volunteer Treatment Center, Inc.

Section 48-18-502 of the Tennessee Business Corporation Act ("TBCA") provides that a corporation may indemnify any director against liability incurred in connection with a proceeding if (i) the director acted in good faith, (ii) the director reasonably believed, in the case of conduct in his or her official capacity with the corporation, that such conduct was in the corporation's best interest, or, in all other cases, that his or her conduct was not opposed to the best interests of the corporation and (iii) in connection with any criminal proceeding, the director had no reasonable cause to believe that his or her conduct was unlawful. In actions brought by or in the right of the corporation, however, the TBCA provides that no indemnification may be made if the director or officer is adjudged to be liable to the corporation. Similarly, the TBCA prohibits indemnification in connection with any proceeding charging improper personal benefit to a director, if such director is adjudged liable on the basis that a personal benefit was improperly received. In cases where the director is wholly successful, on the merits or otherwise, in the defense of any proceeding instigated because of his or her status as a director of a corporation, Section 48-18-503 of the TBCA mandates that the corporation indemnify the director against reasonable expenses incurred in the proceeding. Notwithstanding the foregoing, Section 48-18-505 of the TBCA provides that a court of competent jurisdiction, upon application, may order that a director or officer be indemnified for reasonable expense if, in consideration of all relevant circumstances, the court determines that such individual is fairly and reasonably entitled to indemnification, whether or not the standard of conduct set forth above was met. Officers who are not directors are entitled, through the provisions of Section 48-18-507 of the TBCA, to the same indemnification afforded to directors under Sections 48-18-503 and 48-18-505.

The articles of incorporation of CRC Health Tennessee provide that to the fullest extent that Tennessee law permits the limitation or elimination of liability of directors, no director shall be liable to the corporation for monetary damages for breach of fiduciary duty as a director and to the fullest extent permitted by Tennessee law the corporation shall have the power and shall indemnify any director or officer.

The bylaws of CRC Health Tennessee, Inc. provide that the corporation shall indemnify to the fullest extent permitted by law directors and officers for all expenses, including judgments, attorneys' fees, and amount paid in settlement, actually and necessarily incurred in an action, except where such director or officer shall be adjudged to be liable for his own negligence or misconduct in the performance of his duty.

The articles of incorporation and bylaws of Volunteer Treatment Center, Inc. do not specify the extent to which the corporation may indemnify its officers or directors.

Registrants organized under the laws of the State of Tennessee

The following registrants are limited liability companies organized in the State of Tennessee: Delta Medical Services, LLC and DMC - Memphis, LLC.

Section 48-249-115(b) of the Tennessee Revised Limited Liability Company Act (the "TRLLCA") provides that a limited liability company may indemnify an individual made a party to a proceeding because such individual is or was a director, officer, manager, member, agent or employee of the limited liability company if the individual (i) acted in good faith; (ii) reasonably believed in the case of conduct in such individual's official capacity

with the limited liability company, that such individual's conduct was in the limited liability company's best interest and in all other cases, that such individual's conduct was at least not opposed to the limited liability company's best interests; and (iii) in the case of any criminal proceeding, had no reasonable cause to believe such individual's conduct was unlawful.

Section 48-249-115(d) of the TRLLCA provides for the payment of reasonable expenses incurred by a director, officer, manager, member, agent or employee of the limited liability company in advance of the final disposition of the proceeding if (i) such director, officer, manager, member, agent or employee furnishes a written affirmation of good faith belief that such person has met the standard of conduct for indemnification described in the preceding paragraph; (ii) such director, officer, manager, member, agent or employee furnishes a written undertaking to repay the advance, if it is ultimately determined that such person is not entitled to indemnification; and (iii) a determination is made that the facts then known to those making the determination would not preclude indemnification under the TRLLCA.

Section 48-249-115(b) of the TRLLCA further provides that except where a court has ordered indemnification, a limited liability company may not indemnify a director, officer, manager, member, agent or employee of the limited liability company (i) in connection with a proceeding by, or in the right of, the limited liability company in which the director, officer, manager, member, agent or employee of the limited liability company was adjudged liable to the limited liability company, or (ii) in connection with any other proceeding charging improper personal benefit to such director, officer, manager, member, agent or employee of the limited liability company, whether or not involving action in such person's official capacity, in which such person was adjudged liable on the basis that personal benefit was improperly received by such person.

Section 48-249-115(c) of the TRLLCA provides A limited liability company shall indemnify a director, officer, manager, member, agent or employee of the limited liability company who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which the person was a party because the person is or was a director, officer, manager, member, agent or employee of the limited liability company, against reasonable expenses incurred by the person in connection with the proceeding.

The operating agreements of Delta Medical Services, LLC and DMC - Memphis, LLC provide that, to the extent permitted by applicable law, the company shall indemnify officers of the company against expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred by such individual in connection with an action and requires the company, subject to certain limitations, to advance expenses incurred in defending any such action.

Registrant incorporated under the laws of the State of Texas

Sheltered Living Incorporated is a corporation incorporated in the State of Texas.

Section 8.051 of the Texas Business Organizations Code ("TBOC") provides that a corporation must indemnify a governing person, former governing person or delegate against reasonable expenses actually incurred by the person in connection with a proceeding in which the person was a respondent because the person is or was a governing person if the person is wholly successful, on the merits or otherwise, in the defense of the proceeding.

Sections 8.101 and 8.102 of the TBOC provide that any governing person may be indemnified against judgments and reasonable expenses actually incurred by the person in connection with a proceeding, in which such person was a respondent if it is determined, in accordance with Section 8.103 of the TBOC, that: (i) the person acted in good faith, (ii) reasonably believed (a) in the case of conduct in the person's official capacity, that the person's conduct was in the corporation's best interests or (b) in any other case, that the person's conduct was not opposed to the corporation's best interests, (iii) in the case of a criminal proceeding, such person did not have a reasonable cause to believe that the person's conduct was unlawful and (iv) that the indemnification should be paid. Indemnification of a person who is found to be liable to the corporation is limited to reasonable expenses actually incurred by the person in connection with the proceeding and does not include judgments, penalties or fines, except for certain circumstances where indemnification cannot be given at all.

Section 8.104 of the TBOC provides that a corporation may advance of the final disposition of in specified circumstances.

Section 8.105 of the TBOC provides that an corporation may indemnify an officer, employee or agent to the same extent that indemnification is required under the TBOC for a governing person or as provided in the corporation's governing documents, general or specific action of the corporation's governing authority, contract or by other means.

The bylaws of Sheltered Living Incorporation provide that the corporation shall to the maximum extent permitted by law indemnify individuals who are party to a proceeding because such individual is or was an officer of director and advance expenses to the extent permitted by the TBOC. The bylaws further provide that the entitlement to indemnification and advancement of expenses shall be made in accordance with the TBOC.

Registrants formed under the laws of the State of Texas

The following registrants are limited liability companies formed in the State of Texas: Riverview Behavioral Health, LLC and Texarkana Behavioral Associates, L.C.

Section 101.402 of the Texas Limited Liability Company Act (the "TLLCA") permits a limited liability company to indemnify members, managers, officers and other persons and purchase and maintain liability insurance for such persons, subject to such standards, and restrictions, if any, as are set forth in its articles of organization or in its regulation. Section 101.402 of the TLLCA provides that the company agreement of a limited liability company may expand or restrict any duties, including fiduciary duties, and related liabilities that a member, manager, officer, or other person has to the company or to a member or manager of the company.

The limited liability company agreement of Riverview Behavioral Health, LLC provides that, to the extent permitted by applicable law, the company shall indemnify managers, officers, employees and agents of the company against expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred by such individual in connection with an action and requires the company, subject to certain limitations, to advance expenses incurred in defending any such action.

The limited liability company agreement of Texarkana Behavioral Associates, L.C. provides that the company shall indemnify any member, affiliate of the member , officer, director, employee or agent of the company against any claim, loss, damage, liability, or reasonable expense, including attorneys' fees, suffered or incurred by such person by reason of, or arising from, the operations, business or affairs of, or any action taken or failure to act on behalf of, the company.

Registrants incorporated under the laws of the Commonwealth of Virginia

The following registrants are corporations incorporated in the Commonwealth of Virginia: Advanced Treatment Systems, Inc., ATS of Cecil County, Inc., ATS of Delaware, Inc., ATS of North Carolina, Inc., BGI of Brandywine, Inc., Bowling Green Inn of Pensacola, Inc., Bowling Green Inn of South Dakota, Inc., CAPS of Virginia, Inc., Galax Treatment Center, Inc., Virginia Treatment Center, Inc. and Wilmington Treatment Center, Inc.

Sections 13.1-697-699 and 701-704 of the Virginia Stock Corporation Act ("VSCA") provide, generally and in relevant part, that a corporation may indemnify an individual made a party to a proceeding because such individual is or was a director, against liability incurred in the proceeding if such person acted in good faith and reasonably believed, in the case of conduct in such person's official capacity with the corporation, that the conduct was in its best interests, or in all other cases, that the conduct was at least not opposed to its best interests and, in the case of any criminal proceeding, such person had no reasonable cause to believe the conduct was unlawful; provided, however, that a corporation may not indemnify a director in connection with a proceeding by or in the right of the corporation in which the director was adjudged liable to the corporation or in connection with any other proceeding charging improper personal benefit to him in which he was adjudged liable. Such indemnification in connection with a proceeding by or in the right of the corporation is limited to reasonable expenses incurred in connection therewith.

Unless limited by a corporation's certificate of incorporation, similar indemnity with respect to expenses incurred is mandatory under the above-referenced Sections of the VSCA for a director or officer who was wholly successful on the merits or otherwise, in defense of any proceedings. Any such indemnification may be made only as authorized in each specific case after a determination by disinterested directors, special legal counsel or disinterested shareholders that indemnification is permissible because the indemnitee has met the applicable standard of conduct. Directors and officers may also apply for court-ordered indemnification.

Section 13.1-704 of the VSCA provides that a corporation may also indemnify and advance expenses to any director or officer to the extent provided by the corporation's certificate of incorporation, any bylaw made by the shareholders or any resolution adopted by the shareholders, except an indemnity against willful misconduct or a knowing violation of the criminal law.

The articles of incorporation of CAPS of Virginia, Inc. and Virginia Treatment Center, Inc. provide that the corporation shall have the power to indemnify any and all persons to the fullest extent permitted by the VSCA.

The bylaws of Advanced Treatment Systems, Inc., ATS of Cecil County, Inc., ATS of Delaware, Inc., ATS of North Carolina, Inc., BGI of Brandywine, Inc., Bowling Green Inn of Pensacola, Inc., Bowling Green Inn of South Dakota, Inc., CAPS of Virginia, Inc., Galax Treatment Center, Inc., Virginia Treatment Center, Inc. and Wilmington Treatment Center, Inc. provide, in effect, that the corporation shall indemnify directors and officers to the fullest extent permitted by the VSCA and, subject to certain limitations, advance expenses.

Registrants organized under the laws of the State of West Virginia

The following registrants are limited liability companies organized in the State of West Virginia: Beckley Treatment Center, LLC, Charleston Treatment Center, LLC, Clarksburg Treatment Center, LLC, Huntington Treatment Center, LLC, Parkersburg Treatment Center, LLC, Wheeling Treatment Center, LLC and Williamson Treatment Center, LLC.

Section 31B-4-403 of the West Virginia Uniform Limited Liability Company Act ("WVULLCA") provides that a limited liability company shall reimburse a member or manager for payments made and indemnify a member or manager for liabilities incurred by the member or manager in the ordinary course of the business of the company or for the preservation of its business or property. A limited liability company shall reimburse a member for an advance to the company beyond the amount of contribution the member agreed to make. A payment or advance made by a member that gives rise to an obligation of a limited liability company under the WVULLCA constitutes a loan to the company upon which interest accrues from the date of the payment or advance.

The operating agreements of the registrants organized in the state of West Virginia provide that, to the extent permitted by applicable law, the company shall indemnify managers, officers, employees and agents of the company against expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred by such individual in connection with an action and requires the company, subject to certain limitations, to advance expenses incurred in defending any such action.

Registrants incorporated under the laws of the State of Wisconsin

The following registrants are corporations incorporated in the State of Wisconsin: Coral Health Services, Inc. and Quality Addiction Management, Inc.

Section 180.0851(1) of the Wisconsin Business Corporation Law ("WBCL") provides that a corporation is required to indemnify a director or officer, to the extent such person is successful on the merits or otherwise in the defense of a proceeding, for all reasonable expenses incurred in the.

Section 180.0851(2) provides that a corporation is required to indemnify a director or officer against liability incurred in a proceeding to which such person was a party, unless it is determined that such person breached or failed to perform a duty owed to the corporation and the breach or failure to perform constitutes: (i) a willful failure to deal fairly with the corporation or its shareholders in connection with a matter in which the director or officer has a material conflict of interest; (ii) a violation of criminal law, unless the director or officer had reasonable cause to believe the conduct was lawful or no reasonable cause to believe the conduct was unlawful; (iii) a transaction from which the director or officer derived an improper personal profit; or (iv) willful misconduct.

Section 180.0858(1) provides that, subject to certain limitations, the mandatory indemnification provisions do not preclude any additional right to indemnification or allowance of expenses that a director or officer may have under the articles of incorporation, bylaws, any written agreement or a resolution of the board of directors or shareholders.

Section 180.0859 of the WBCL provides that it is the public policy of the State of Wisconsin to require or permit indemnification, allowance of expenses and insurance, to the extent required or permitted under Sections 180.0850 to 180.0858 of the WBCL, for any liability incurred in connection with a proceeding involving a federal or state statute, rule or regulation regulating the offer, sale or purchase of securities.

Section 180.0828 of the WBCL provides that, with certain exceptions, a director is not liable to a corporation, its shareholders, or any person asserting rights on behalf of the corporation or its shareholders, for damages, settlements, fees, fines, penalties or other monetary liabilities arising from a breach of, or failure to perform, any duty resulting solely from his or her status as a director, unless the person asserting liability proves that the breach or failure to perform constitutes any of the four exceptions to mandatory indemnification under Section 180.0851(2) referred to above.

Under Section 180.0833 of the WBCL, directors against whom claims are asserted with respect to the declaration of improper dividends or distributions to shareholders, or certain other improper acts which they approved, are entitled to contribution from other directors who approved such actions and from shareholders who knowingly accepted an improper dividend or distribution, as provided therein.

The articles of incorporation and bylaws of Coral Health Services, Inc. do not specify the extent to which the corporation may indemnify its officers or directors.

The bylaws of Quality Addiction Management, Inc. provide, in effect, the corporation must indemnify its directors and officers to the fullest extent permitted or required by the WBCL and, subject to certain limitations, require the corporation to advance litigation expenses.

Registrants organized under the laws of the State of Wisconsin

CRC Wisconsin RD, LLC is a limited liability company organized in the State of Wisconsin.

Section 183.0403 of the Wisconsin Limited Liability Company Act provides that a limited liability company shall indemnify or allow reasonable expenses or pay liabilities of each member or manager unless it is determined that the liabilities or expenses did not result from the member’s or manager’s breach or failure to perform a duty to the limited liability company as provided in Section 183.0402.

The operating agreement of CRC Wisconsin RD, LLC provides that the company shall reimburse the members for all out-of-pocket costs and expenses reasonably incurred by it in connection with the operation and funding of the company, including legal fees and expenses, and the company shall reimburse the manager for all costs and expenses incurred in connection with the organization and operations of the company.

Item 21. Exhibits and Financial Statement Schedules

Exhibit Number	Description
2.1	Agreement and Plan of Merger, dated May 23, 2011, by and among Acadia Healthcare Company, Inc. (the "Company"), Acadia Merger Sub, LLC and PHC, Inc. (a)
2.2	Agreement and Plan of Merger, dated February 17, 2011, by and among the Company (f/k/a Acadia Healthcare Company, LLC), Acadia—YFCS Acquisition Company, Inc., Acadia—YFCS Holdings, Inc., Youth & Family Centered Services, Inc., each of the stockholders who are signatories thereto, and TA Associates, Inc., solely in the capacity as Stockholders' Representative. (b)
2.3	Asset Purchase Agreement, dated as of March 15, 2011, between Universal Health Services, Inc. and PHC, Inc. for the acquisition of MeadowWood Behavioral Health System. (c)
2.4	Membership Interest Purchase Agreement, dated December 30, 2011, by and among Hermitage Behavioral, LLC, Haven Behavioral Healthcare Holdings, LLC and Haven Behavioral Healthcare, Inc. (d)
2.5	Asset Purchase Agreement, dated August 28, 2012, by and between Timberline Knolls, LLC, and TK Behavioral, LLC. (e)
2.6	Acquisition Agreement, dated November 21, 2012, by and among (i) Behavioral Centers of America, LLC, (ii) Behavioral Centers of America Holdings, LLC, (iii) Linden BCA Blocker Corp., (iv) SBOF-BCA Holdings Corporation, (v) HEP BCA Holdings Corp. (vi) Siguler Guff Small Buyout Opportunities Fund, LP, and Siguler Guff Small Buyout Opportunities Fund (F), LP, (vii) Health Enterprise Partners, L.P., HEP BCA Co-Investors, LLC, (viii) Linden Capital Partners A, LP, (ix) Commodore Acquisition Sub, LLC, and (x) the Company (the "BCA Purchase Agreement"). (f)
2.7	Amendment No. 1, dated as of December 31, 2012, to the BCA Purchase Agreement. (g)
2.8	Membership Interest Purchase Agreement, dated November 23, 2012 by and among 2C4K, L.P., ARTC Acquisitions, Inc., Acadia Vista, LLC and the Company. (f)
2.9	Amendment, dated as of December 31, 2012, to Membership Interest Purchase Agreement by and among 2C4K, LP, ARTC Acquisitions, Inc., Acadia Vista, LLC and the Company. (g)
2.10	Stock Purchase Agreement, dated as of March 29, 2013, by and among First Ten Broeck Tampa, Inc., UMC Ten Broeck, Inc., Capestrano Holding 12, Inc., Donald R. Dizney, David A. Dizney and Acadia Merger Sub, LLC. (h)
2.11	Agreement, dated June 3, 2014, by and among Partnerships in Care Holdings Limited, The Royal Bank of Scotland plc, Piper Holdco 2, Ltd. and the Company. (i)
2.12	Agreement and Plan of Merger, dated as of October 29, 2014, by and among the Company, Copper Acquisition Co., Inc. and CRC Health Group, Inc. (j)
3.1	Amended and Restated Certificate of Incorporation of the Company. (k)
3.2	Amended and Restated Bylaws of the Company. (k)
3.3	Certificate of Formation of Abilene Behavioral Health, LLC f/k/a Acadia Abilene, LLC. (l)
3.4	Second Amended and Restated Limited Liability Company Agreement of Abilene Behavioral Health, LLC f/k/a Acadia Abilene, LLC. (l)
3.5	Certificate of Formation of Abilene Holding Company, LLC. (l)
3.6	Limited Liability Company Agreement of Abilene Holding Company, LLC. (l)
3.7	Certificate of Formation of Acadia Management Company, LLC. (l)
3.8	Limited Liability Company Agreement of Acadia Management Company, LLC. (l)
3.9	Certificate of Formation of Acadia Merger Sub, LLC. (b)
3.10	Limited Liability Company Agreement of Acadia Merger Sub, LLC. (b)
3.11	Certificate of Formation of Acadiana Addiction Center, LLC. (l)
3.12	Amended and Restated Limited Liability Company Agreement of Acadiana Addiction Center, LLC. (l)
3.13*	Articles of Incorporation for Advanced Treatment Systems, Inc.
3.14*	Bylaws of Advanced Treatment Systems, Inc.
3.15*	Articles of Conversion and Articles of Organization of Ascent Acquisition - CYPDC, LLC.
3.16*	Operating Agreement of Ascent Acquisition - CYPDC, LLC.
3.17*	Articles of Conversion and Articles of Organization of Ascent Acquisition - PSC, LLC.
3.18*	Operating Agreement of Ascent Acquisition - PSC, LLC.

Table of Contents

Exhibit Number	Description
3.19*	Articles of Conversion and Articles of Organization of Ascent Acquisition, LLC.
3.20*	Operating Agreement of Ascent Acquisition, LLC.
3.21*	Second Amended and Restated Articles of Incorporation of Aspen Education Group, Inc.
3.22*	Amended and Restated Bylaws of Aspen Education Group, Inc.
3.23*	Articles of Incorporation of Aspen Youth, Inc.
3.24*	Bylaws of Aspen Youth, Inc.
3.25*	Articles of Incorporation of ATS of Cecil County, Inc.
3.26*	Bylaws of ATS of Cecil County, Inc.
3.27*	Articles of Incorporation of ATS of Delaware, Inc. f/k/a Advanced Treatment Systems of New York, Inc.
3.28*	Bylaws of ATS of Delaware, Inc.
3.29*	Articles of Incorporation of ATS of North Carolina, Inc.
3.30*	Bylaws of ATS of North Carolina, Inc.
3.31	Certificate of Formation of Austin Behavioral Hospital, LLC. (l)
3.32	Limited Liability Company Agreement of Austin Behavioral Hospital, LLC. (l)
3.33*	Articles of Organization of Austin Eating Disorders Partners, LLC
3.34*	Amended and Restated Operating Agreement of Austin Eating Disorders Partners, LLC
3.35*	Articles of Incorporation of Baton Rouge Treatment Center, Inc.
3.36*	Bylaws of Baton Rouge Treatment Center, Inc.
3.37*	Certificate of Conversion and Certificate of Incorporation of Bayside Marin, Inc.
3.38*	Bylaws of Bayside Marin, Inc.
3.39	Certificate of Formation of BCA of Detroit, LLC. (l)
3.40	Amended and Restated Limited Liability Company Agreement of BCA of Detroit, LLC. (l)
3.41*	Certificate of Conversion and Articles of Organization for Beckley Treatment Center, LLC
3.42*	Amended and Restated Operating Agreement of Beckley Treatment Center, LLC
3.43	Certificate of Formation of Behavioral Centers of America, LLC. (k)
3.44	Sixth Amended and Restated Limited Liability Company Agreement of Behavioral Centers of America, LLC. (k)
3.45*	Articles of Incorporation of BGI of Brandywine, Inc.
3.46*	Bylaws of BGI of Brandywine, Inc.
3.47*	Articles of Incorporation of Bowling Green Inn of Pensacola, Inc.
3.48*	Bylaws of Bowling Green Inn of Pensacola, Inc.
3.49*	Articles of Incorporation of Bowling Green Inn of South Dakota, Inc.
3.50*	Bylaws of Bowling Green Inn of South Dakota, Inc.
3.51*	Partnership Agreement and Amendment of California Treatment Services
3.52*	Articles of Incorporation of CAPS of Virginia, Inc.
3.53*	Bylaws of CAPS of Virginia, Inc.
3.54*	Articles of Incorporation of Cartersville Center, Inc.
3.55*	Bylaws of Cartersville Center, Inc.
3.56*	Certificate of Formation of Cascade Behavioral Holding Company, LLC
3.57*	Limited Liability Company Agreement of Cascade Behavioral Holding Company, LLC
3.58	Certificate of Formation of Cascade Behavioral Hospital, LLC f/k/a SW Behavioral, LLC. (k)
3.59	Amended and Restated Limited Liability Company Agreement of Cascade Behavioral Hospital, LLC f/k/a SW Behavioral, LLC. (k)
3.60*	Articles of Organization of Centerpointe Community Based Services, LLC. (m)
3.61*	Operating Agreement of Centerpointe Community Based Services, LLC. (m)
3.62*	Certificate of Conversion and Articles of Organization of Charleston Treatment Center, LLC
3.63*	Amended and Restated Operating Agreement of Charleston Treatment Center, LLC
3.64*	Certificate of Conversion and Articles of Organization of Clarksburg Treatment Center, LLC
3.65*	Amended and Restated Operating Agreement of Clarksburg Treatment Center, LLC

3.66 Certificate of Formation of Commodore Acquisition Sub, LLC. (k)

3.67 Limited Liability Company Agreement of Commodore Acquisition Sub, LLC. (l)

Table of Contents

Exhibit Number	Description
3.68*	Certificate of Merger and Restated Certificate of Incorporation of Comprehensive Addiction Programs, Inc.
3.69*	Bylaws of Comprehensive Addiction Programs, Inc.
3.70*	Articles of Incorporation of Coral Health Services, Inc.
3.71*	Bylaws of Coral Health Services, Inc.
3.72*	Certificate of Incorporation of CRC ED Treatment, Inc.
3.73*	Bylaws of CRC ED Treatment, Inc.
3.74*	Certificate of Merger and Amended and Restated Certificate of Incorporation of CRC Health Corporation f/k/a CRC Health Group, Inc.
3.75*	Bylaws of CRC Health Corporation
3.76*	Second Amended and Restated Certificate of Incorporation of CRC Health Group, Inc.
3.77*	Bylaws of CRC Health Group, Inc. f/k/a CRCA Holdings, Inc.
3.78*	Articles of Incorporation of CRC Health Oregon, Inc.
3.79*	Bylaws of CRC Health Oregon, Inc.
3.80*	Charter of CRC Health Tennessee, Inc.
3.81*	Bylaws of CRC Health Tennessee, Inc.
3.82*	Certificate of Formation of CRC Holdings, LLC
3.83*	Operating Agreement of CRC Holdings, LLC
3.84*	Certificate of Incorporation of CRC Recovery, Inc.
3.85*	Bylaws of CRC Recovery, Inc.
3.86*	Certificate of Incorporation of CRC Weight Management, Inc.
3.87*	Bylaws of CRC Weight Management, Inc.
3.88*	Articles of Organization of CRC Wisconsin RD, LLC f/k/a CRC Recovery Wisconsin, LLC
3.89*	Operating Agreement of CRC Wisconsin RD, LLC
3.90	Certificate of Formation of Crossroads Regional Hospital, LLC. (l)
3.91	Limited Liability Company Agreement of Crossroads Regional Hospital, LLC. (l)
3.92	Articles of Organization of Delta Medical Services, LLC. (l)
3.93	Operating Agreement of Delta Medical Services, LLC. (l)
3.94	Articles of Organization of DMC - Memphis, LLC. (l)
3.95	Operating Agreement of DMC - Memphis, LLC. (l)
3.96	Articles of Organization of Detroit Behavioral Institute, Inc. (b)
3.97	Amended and Restated Bylaws of Detroit Behavioral Institute, Inc. (b)
3.98*	Articles of Conversion and Articles of Organization of East Indiana Treatment Center, LLC
3.99*	Operating Agreement of East Indiana Treatment Center, LLC
3.100*	Articles of Conversion and Articles of Organization of Evansville Treatment Center, LLC
3.101*	Operating Agreement of Evansville Treatment Center, LLC
3.102*	Certificate of Formation of Four Circles Recovery Center, LLC f/k/a Appalachian Trails Recovery, LLC
3.103*	Operating Agreement of Four Circles Recovery Center, LLC f/k/a Appalachian Trails Recovery, LLC
3.104*	Articles of Incorporation of Galax Treatment Center, Inc.
3.105*	Bylaws of Galax Treatment Center, Inc.
3.106*	Articles of Organization and Amendment of Generations BH, LLC f/k/a Generations Behavioral Health - Geneva, LLC. (l)
3.107	Amended and Restated Operating Agreement of Generations Behavioral Health - Geneva, LLC. (l)
3.108	Certificate of Formation of Greenleaf Center, LLC f/k/a Acadia Greenleaf, LLC. (l)
3.109	Amended and Restated Limited Liability Company Agreement of Greenleaf Center, LLC f/k/a Acadia Greenleaf, LLC. (l)
3.110*	Articles of Conversion and Articles of Organization of Habilitation Center, LLC (b)
3.111*	Operating Agreement of Habilitation Center, LLC (b)
3.112*	Amended and Restated Certificate of Incorporation of Habit Holdings, Inc.
3.113*	Amended and Restated Bylaws of Habit Holdings, Inc.
3.114*	Certificate of Incorporation of Habit Opco, Inc.

3.115* Bylaws of Habit Opco, Inc.

Exhibit Number	Description
3.116	Certificate of Formation of Hermitage Behavioral, LLC. (l)
3.117	Limited Liability Company Agreement of Hermitage Behavioral, LLC. (l)
3.118	Certificate of Formation of HMIH Cedar Crest, LLC. (l)
3.119	Amended and Restated Operating Agreement of HMIH Cedar Crest, LLC. (l)
3.120*	Certificate of Conversion and Articles of Organization of Huntington Treatment Center, LLC
3.121*	Amended and Restated Operating Agreement of Huntington Treatment Center, LLC
3.122*	Articles of Conversion and Articles of Organization of Indianapolis Treatment Center, LLC
3.123*	Operating Agreement of Indianapolis Treatment Center, LLC
3.124*	Articles of Incorporation of Jayco Administration, Inc.
3.125*	Bylaws of Jayco Administration, Inc.
3.126	Articles of Incorporation of Kids Behavioral Health of Montana, Inc. (b)
3.127	Bylaws of Kids Behavioral Health of Montana, Inc. (b)
3.128	Articles of Organization of Lakeland Hospital Acquisition, LLC. (l)
3.129	Operating Agreement of Lakeland Hospital Acquisition, LLC. (l)
3.130*	Certificate of Conversion and Articles of Organization of McCallum Group, LLC
3.131*	Operating Agreement of McCallum Group, LLC
3.132*	Articles of Organization of McCallum Properties, LLC
3.133*	Amended and Restated Operating Agreement of McCallum Properties, LLC
3.134*	Articles of Conversion and Articles of Organization of Millcreek School of Arkansas, LLC
3.135*	Operating Agreement of Millcreek School of Arkansas, LLC
3.136	Certificate of Formation of Millcreek Schools, LLC. (l)
3.137	Operating Agreement of Millcreek Schools, LLC. (l)
3.138*	Partnership Agreement and Amendments of Milwaukee Health Services System
3.139*	Certificate of Conversion and Certificate of Formation of National Specialty Clinics, LLC
3.140*	Operating Agreement of National Specialty Clinics, LLC
3.141	Certificate of Formation of Northeast Behavioral Health, LLC. (l)
3.142	Limited Liability Company Agreement of Northeast Behavioral Health, LLC. (l)
3.143	Articles of Organization of Ohio Hospital for Psychiatry, LLC. (l)
3.144	Amended and Restated Operating Agreement of Ohio Hospital for Psychiatry, LLC. (l)
3.145	Certificate of Incorporation of Options Treatment Center Acquisition Corporation. (b)
3.146	Bylaws of Options Treatment Center Acquisition Corporation. (b)
3.147*	Certificate of Formation of Park Royal Fee Owner, LLC
3.148*	Limited Liability Company Agreement of Park Royal Fee Owner, LLC
3.149*	Certificate of Conversion and Articles of Organization of Parkersburg Treatment Center, LLC
3.150*	Amended and Restated Operating Agreement of Parkersburg Treatment Center, LLC
3.151	Certificate of Formation of PHC Meadowwood, LLC. (l)
3.152	Limited Liability Company Agreement of PHC Meadowwood, LLC. (l)
3.153	Articles of Organization of PHC of Michigan, Inc. (b)
3.154	Amended and Restated Bylaws of PHC of Michigan, Inc. (b)
3.155	Articles of Organization of PHC of Nevada, Inc. (b)
3.156	Amended and Restated Bylaws of PHC of Nevada, Inc. (b)
3.157	Articles of Organization of PHC of Utah, Inc. (b)
3.158	Amended and Restated Bylaws of PHC of Utah, Inc. (b)
3.159	Certificate of Organization of PHC of Virginia, LLC. (l)
3.160	Operating Agreement of PHC of Virginia, LLC. (l)
3.161	Certificate of Formation of Piney Ridge Treatment Center, LLC f/k/a AmiCare of Arkansas, LLC. (l)
3.162	Amended and Restated Limited Liability Company Agreement of Piney Ridge Treatment Center, LLC f/k/a AmiCare of Arkansas, LLC. (l)

3.163 Certificate of Formation of Psychiatric Resource Partners, LLC. (l)

3.164 Limited Liability Company Agreement of Psychiatric Resource Partners, LLC. (l)

3.165* Articles of Incorporation of Quality Addiction Management, Inc. f/k/a Professional Recovery Network, S.C.

Table of Contents

Exhibit Number	Description
3.166*	Amended and Restated Bylaws of Quality Addiction Management, Inc.
3.167	Articles of Organization of Rebound Behavioral Health, LLC. (b)
3.168	Operating Agreement of Rebound Behavioral Health, LLC. (b)
3.169	Certificate of Formation of Red River Holding Company, LLC. (l)
3.170	Limited Liability Company Agreement of Red River Holding Company, LLC. (l)
3.171	Certificate of Formation of Red River Hospital, LLC. (l)
3.172	Amended and Restated Limited Liability Company Agreement of Red River Hospital, LLC. (l)
3.173	Certificate of Formation of Rehabilitation Centers, LLC. (l)
3.174	Operating Agreement of Rehabilitation Centers, LLC. (l)
3.175	Certificate of Incorporation of Resolute Acquisition Corporation. (b)
3.176	Bylaws of Resolute Acquisition Corporation. (b)
3.177*	Articles of Conversion and Articles of Organization of Richmond Treatment Center, LLC
3.178*	Operating Agreement of Richmond Treatment Center, LLC
3.179	Certificate of Formation of Riverview Behavioral Health, LLC f/k/a TBA Texarkana, L.L.C. (l)
3.180	Amended and Restated Operating Agreement of Riverview Behavioral Health, LLC f/k/a TBA Texarkana, L.L.C. (l)
3.181	Certificate of Formation of RiverWoods Behavioral Health, LLC f/k/a Acadia Riverwoods, LLC. (l)
3.182	Amended and Restated Limited Liability Company Agreement of RiverWoods Behavioral Health, LLC f/k/a Acadia Riverwoods, LLC. (l)
3.183	Articles of Organization of Rolling Hills Hospital, LLC. (l)
3.184	Operating Agreement of Rolling Hills Hospital, LLC. (l)
3.185	Articles of Incorporation of RTC Resource Acquisition Corporation. (b)
3.186	Bylaws of RTC Resource Acquisition Corporation. (b)
3.187*	Articles of Incorporation of San Diego Health Alliance
3.188*	Bylaws of San Diego Health Alliance
3.189*	Partnership Agreement of San Diego Treatment Services
3.190	Certificate of Incorporation of Seven Hills Hospital, Inc. (b)
3.191	Amended and Restated Bylaws of Seven Hills Hospital, Inc. (b)
3.192	Articles of Organization of Shaker Clinic, LLC. (l)
3.193	Amended and Restated Operating Agreement of Shaker Clinic, LLC. (l)
3.194*	Articles of Incorporation of Sheltered Living Incorporated
3.195*	Bylaws of Sheltered Living Incorporated
3.196*	Certificate of Incorporation of Sierra Tucson Inc. f/k/a CRC Merger Acquisition Corp.
3.197*	Bylaws of Sierra Tucson Inc. f/k/a CRC Merger Acquisition Corp.
3.198*	Certificate of Formation of Skyway House, LLC
3.199*	Operating Agreement of Skyway House, LLC
3.200*	Articles of Incorporation of Sober Living by the Sea, Inc.
3.201*	Bylaws of Sober Living by the Sea, Inc.
3.202	Certificate of Formation of Sonora Behavioral Health Hospital, LLC. (l)
3.203	Amended and Restated Limited Liability Company Agreement of Sonora Behavioral Health Hospital, LLC. (l)
3.204*	Articles of Conversion and Articles of Organization of Southern Indiana Treatment Center, LLC
3.205*	Operating Agreement of Southern Indiana Treatment Center, LLC
3.206	Articles of Incorporation of Southwestern Children’s Health Services, Inc. (b)
3.207	Amended and Restated Bylaws of Southwestern Children’s Health Services, Inc. (b)
3.208	Certificate of Organization of Southwood Psychiatric Hospital, LLC. (l)
3.209	Amended and Restated Operating Agreement of Southwood Psychiatric Hospital, LLC. (l)
3.210*	Certificate of Formation of Structure House, LLC f/k/a Structure House Acquisition, LLC
3.211*	Operating Agreement of Structure House, LLC f/k/a Structure House Acquisition, LLC
3.212	Articles of Organization of Success Acquisition, LLC. (m)

3.213 Operating Agreement of Success Acquisition, LLC. (m)

3.214* Amended and Restated Certificate of Incorporation of SUWS of the Carolinas, Inc.

Table of Contents

Exhibit Number	Description
3.215*	Amended and Restated Bylaws of SUWS of the Carolinas, Inc.
3.216*	Amended and Restated Certificate of Formation of Talisman Academy, LLC f/k/a New Leaf Academy of North Carolina, LLC, Biltmore Academy, LLC, Aspen NC Real Estate, LLC and NC Real Estate, LLC
3.217*	Operating Agreement of Talisman Academy, LLC f/k/a NC Real Estate, LLC
3.218	Articles of Organization of Ten Broeck Tampa, LLC. (l)
3.219	Operating Agreement of Ten Broeck Tampa, LLC. (l)
3.220	Articles of Organization of Ten Lakes Center, LLC. (l)
3.221	Amended and Restated Operating Agreement of Ten Lakes Center, LLC. (l)
3.222	Articles of Organization of Texarkana Behavioral Associates, L.C. (l)
3.223	Amended and Restated Limited Liability Company Agreement of Texarkana Behavioral Associates, L.C. (l)
3.224*	Certificate of Limited Partnership of The Camp Recovery Centers, L.P.
3.225*	Third Amended and Restated Agreement of Limited Partnership of The Camp Recovery Centers, L.P.
3.226	Articles of Organization of The Refuge, A Healing Place, LLC. (l)
3.227	Second Amended and Restated Limited Liability Company Agreement of The Refuge, A Healing Place, LLC. (l)
3.228	Certificate of Formation of TK Behavioral Holding Company, LLC. (l)
3.229	Limited Liability Company Agreement of TK Behavioral Holding Company, LLC. (l)
3.230	Certificate of Formation of TK Behavioral, LLC. (l)
3.231	Limited Liability Company Agreement of TK Behavioral, LLC. (l)
3.232*	Articles of Incorporation of Transcultural Health Development, Inc.
3.233*	Bylaws of Transcultural Health Development, Inc.
3.234*	Articles of Incorporation of Treatment Associates, Inc. f/k/a California Treatment Services, Inc.
3.235*	Bylaws of Treatment Associates, Inc. f/k/a California Treatment Services, Inc.
3.236	Certificate of Formation of Valley Behavioral Health System, LLC f/k/a Vista Health Fort Smith, LLC. (l)
3.237	Amended and Restated Limited Liability Company Agreement of Valley Behavioral Health System, LLC f/k/a Vista Health Fort Smith, LLC. (l)
3.238	Certificate of Formation of Vermilion Hospital, LLC f/k/a Acadia Hospital of Lafayette, LLC. (l)
3.239	Second Amended and Restated Limited Liability Company Agreement of Vermilion Hospital, LLC f/k/a Acadia Hospital of Lafayette, LLC. (l)
3.240	Certificate of Formation of Village Behavioral Health, LLC f/k/a Acadia Village, LLC. (l)
3.241	Amended and Restated Limited Liability Company Agreement of Village Behavioral Health, LLC f/k/a Acadia Village, LLC. (l)
3.242*	Articles of Incorporation of Virginia Treatment Center, Inc.
3.243*	Bylaws of Virginia Treatment Center, Inc.
3.244*	Certificate of Formation of Vista Behavioral Holding Company, LLC
3.245*	Limited Liability Company Agreement of Vista Behavioral Holding Company, LLC
3.246	Certificate of Formation of Vista Behavioral Hospital, LLC. (l)
3.247	Limited Liability Company Agreement of Vista Behavioral Hospital, LLC. (l)
3.248*	Charter of Volunteer Treatment Center, Inc.
3.249*	Bylaws of Volunteer Treatment Center, Inc.
3.250*	Articles of Incorporation of WCHS, Inc.
3.251*	Amended and Restated Bylaws of WCHS, Inc.
3.252*	Certificate of Conversion and Articles of Organization of Webster Wellness Professionals, LLC
3.253*	Operating Agreement of Webster Wellness Professionals, LLC
3.254	Articles of Organization of Wellplace, Inc. (b)
3.255	Amended and Restated Bylaws of Wellplace, Inc. (b)
3.256*	Certificate of Conversion and Articles of Organization of Wheeling Treatment Center, LLC
3.257*	Amended and Restated Operating Agreement of Wheeling Treatment Center, LLC
3.258*	Articles of Incorporation and Articles of Merger of White Deer Realty, Ltd.
3.259*	Bylaws of White Deer Realty, Ltd.
3.260*	Articles of Incorporation and Articles of Merger of White Deer Run, Inc.

Exhibit Number	Description
3.261*	Bylaws of White Deer Run, Inc.
3.262*	Articles of Incorporation of Wichita Treatment Center Inc.
3.263*	Bylaws of Wichita Treatment Center Inc.
3.264*	Certificate of Conversion and Articles of Organization of Williamson Treatment Center, LLC
3.265*	Amended and Restated Operating Agreement of Williamson Treatment Center, LLC
3.266*	Certificate of Incorporation Wilmington Treatment Center, Inc.
3.267*	Bylaws of Wilmington Treatment Center, Inc.
3.268	Articles of Incorporation of Youth and Family Centered Services of New Mexico, Inc. (b)
3.269	Amended and Restated Bylaws of Youth and Family Centered Services of New Mexico, Inc. (b)
3.270*	Certificate of Incorporation of Youth Care of Utah, Inc.
3.271*	Amended and Restated Bylaws of Youth Care of Utah, Inc.
4.1	Indenture, dated as of November 1, 2011, among the Company, the Guarantors named therein and U.S. Bank National Association, as Trustee. (k)
4.2	Supplemental Indenture, dated as of June 17, 2014, to the Indenture, dated as of November 1, 2011, among the Company, the Guarantors named therein and U.S. Bank National Association, as Trustee. (n)
4.3	Form of 12.875% Senior Note due 2018. (Included in Exhibit 4.1)
4.4	Registration Rights Agreement, dated as of November 1, 2011, among the Company, the Guarantors named therein and Jefferies & Company, Inc. (k)
4.5	Indenture, dated as of March 12, 2013, among the Company, the Guarantors named therein and U.S. Bank National Association, as Trustee. (o)
4.6	Form of 6.125% Senior Note due 2021. (Included in Exhibit 4.5)
4.7	Registration Rights Agreement, dated March 12, 2013, among the Company, the Guarantors named therein and Merrill Lynch, Pierce, Fenner & Smith Incorporated. (o)
4.8	Indenture, dated as of July 1, 2014, among the Company, the Guarantors named therein and U.S. Bank National Association, as Trustee. (p)
4.9	Supplemental Indenture, dated as of August 4, 2014, to the Indenture, dated as of July 1, 2014, among the Company, the Guarantors named therein and U.S. Bank National Association, as Trustee. (m)
4.10	Form of 5.125% Senior Note due 2022. (Included in Exhibit 4.8)
4.11	Registration Rights Agreement, dated July 1, 2014, among the Company, the Guarantors named therein and Merrill Lynch, Pierce, Fenner & Smith Incorporated and Jefferies LLC. (p)
4.12	Indenture, dated February 11, 2015, by and among the Company, the guarantors party thereto and U.S. Bank National Association, as Trustee. (q)
4.13	Form of 5.625% Senior Note due 2023 (Included in Exhibit 4.12).
4.14	Registration Rights Agreement, dated February 11, 2015, by and among the Company, the guarantors party thereto and Merrill Lynch, Pierce, Fenner & Smith Incorporated and Jefferies LLC, as Representatives of the Initial Purchasers. (q)
4.15	Stockholders Agreement, dated as of November 1, 2011, by and among the Company and each of the WCP and Management Investors Named therein. (k)
4.16	Amendment, dated as of April 25, 2012, to the Stockholders Agreement, dated as of November 1, 2011, by and among the Company and each of the Waud Capital Partners and management investors named therein. (o)
4.17	Amended and Restated Stockholders Agreement, dated as of October 29, 2014, by and among the Company and each of the stockholders named therein. (j)
4.18	Specimen Acadia Healthcare Company, Inc. Common Stock Certificate to be issued to holders of Acadia Healthcare Company, Inc. Common Stock. (r)
4.19	Amended and Restated Registration Rights Agreement, dated April 1, 2011, by and among Acadia Healthcare Holdings, LLC and the other persons party thereto. (r)
4.20	Second Amended and Restated Registration Rights Agreement, dated as of October 29, 2014, by and among the Company and each of the parties named therein. (j)
4.21	Amendment, dated February 11, 2015, to the Second Amended and Restated Registration Rights Agreement dated as of October 29, 2014, by and among the Company and each of the parties named therein. (q)

Table of Contents

Exhibit Number	Description
4.22	Form of Subscription Agreement and Warrant. (s)
5.1*	Opinion of Waller Lansden Dortch & Davis, LLP.
5.2*	Opinion of Lewis Roca Rothgerber LLP.
5.3*	Opinion of Dover Dixon Horne PLLC.
5.4*	Opinion of Austin Stewart, Esq.
5.5*	Opinion of Carlton Fields Jorden Burt, P.A.
5.6*	Opinion of Sanders, Ranck & Skilling, P.C.
5.7*	Opinion of Frost Brown Todd LLC.
5.8*	Opinion of Polsinelli PC.
5.9*	Opinion of Locke Lord LLP.
5.10*	Opinion of Adams and Reese LLP.
5.11*	Opinion of Husch Blackwell LLP.
5.12*	Opinion of Karell Dyre Haney PLLP.
5.13*	Opinion of Ice Miller LLP.
5.14*	Opinion of McAfee & Taft A Professional Corporation.
5.15*	Opinion of Davis Wright Tremaine LLP.
5.16*	Opinion of Meyer, Unkovic & Scott LLP.
5.17*	Opinion of Nelson Mullins Riley & Scarborough LLP.
5.18*	Opinion of McGuire Craddock & Strother, P.C.
5.19*	Opinion of Lindquist & Vennum LLP.
10.1	Amended and Restated Credit Agreement, dated December 31, 2012, 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 (the “Credit Agreement”). (g)
10.2	First Amendment, dated March 11, 2013, to the Credit Agreement. (o)
10.3	Second Amendment, dated June 28, 2013, to the Credit Agreement. (t)
10.4	Third Amendment, dated September 30, 2013, to the Credit Agreement. (u)
10.5	Fourth Amendment, dated February 13, 2014, to the Credit Agreement. (v)
10.6	Fifth Amendment, dated June 16, 2014, to the Credit Agreement. (w)
10.7	Sixth Amendment, dated December 15, 2014, to the Credit Agreement. (x)
10.8	Seventh Amendment, dated February 6, 2015, to the Credit Agreement. (q)
10.9	First Incremental Facility Amendment, dated February 11, 2015, to the Credit Agreement. (q)
10.10	Eighth Amendment, dated April 22, 2015, to the Amended and Restated Credit Agreement. (y)
10.11	Amended and Restated Employment Agreement, dated April 7, 2014, among the Company, Acadia Management Company, Inc. and Joey A. Jacobs. (z)
10.12	Amended and Restated Employment Agreement, dated April 7, 2014, among the Company, Acadia Management Company, Inc. and Brent Turner. (z)
10.13	Amended and Restated Employment Agreement, dated April 7, 2014, among the Company, Acadia Management Company, Inc. and Ronald M. Fincher. z)
10.14	Amended and Restated Employment Agreement, dated April 7, 2014, among the Company, Acadia Management Company, Inc. and Christopher L. Howard. (z)
10.15	Employment Agreement, dated as of May 23, 2011, by and between the Company and Bruce A. Shear. (b)
10.16	Employment Agreement, dated as of April 7, 2014, by and among the Company, Acadia, Management Company, Inc. and David M. Duckworth. (z)
10.17	PHC, Inc.’s 1993 Stock Purchase and Option Plan, as amended December 2002. (aa)
10.18	PHC, Inc.’s 1995 Non-Employee Director Stock Option Plan, as amended December 2002. (aa)
10.19	PHC, Inc.’s 1995 Employee Stock Purchase Plan, as amended December 2002. (aa)
10.20	PHC, Inc.’s 2004 Non-Employee Director Stock Option Plan. (bb)
10.21	PHC, Inc.’s 2005 Employee Stock Purchase Plan. (cc)
10.22	PHC, Inc.’s 2003 Stock Purchase and Option Plan, as amended December 2007. (cc)

10.23 Acadia Healthcare Company, Inc. Incentive Compensation Plan, effective May 23, 2013. (dd)

10.24 Form of Restricted Stock Unit Agreement. (b)

Exhibit Number	Description
10.25	Form of Incentive Stock Option Agreement. (b)
10.26	Form of Non-Qualified Stock Option Agreement. (b)
10.27	Form of Restricted Stock Agreement. (b)
10.28	Form of Stock Appreciation Rights Agreement. (b)
10.29	Acadia Healthcare Company, Inc. Nonqualified Deferred Compensation Plan, effective February 1, 2013. (ee)
10.30	Nonmanagement Director Compensation Program, effective January 1, 2013. (ee)
10.31	Form of Indemnification Agreement (for directors and officers affiliated with Waud Capital Partners or Bain Capital). (k)
10.32	Form of Indemnification Agreement (for directors and officers not affiliated with Waud Capital Partners or Bain Capital). (k)
10.33	Underwriting Agreement, dated December 6, 2012, by and among the Company, the selling stockholders named in Schedule B thereof and Merrill Lynch, Pierce, Fenner & Smith Incorporated, Citigroup Global Markets Inc. and Jefferies & Company, Inc., as representatives of the several underwriters named therein. (ff)
10.34	Purchase Agreement, dated March 7, 2013, by and among the Company, the Guarantors and Merrill Lynch, Pierce, Fenner & Smith Incorporated as representative of the initial purchasers named therein. (o)
10.35	Underwriting Agreement, dated June 11, 2014 by and among the Company, Merrill Lynch, Pierce, Fenner & Smith Incorporated and Jefferies LLC, as representatives of the several underwriters named therein, and the Selling Stockholder. (gg)
10.36	Purchase Agreement, dated June 17, 2014, by and among the Company, the Guarantors, Merrill Lynch, Pierce, Fenner & Smith Incorporated and Jefferies LLC as representative of the initial purchasers named therein. (n)
10.37	Purchase Agreement, dated February 5, 2015, by and among the Company, the guarantors, Merrill Lynch, Pierce, Fenner & Smith Incorporated and Jefferies LLC as representatives of the initial purchasers named therein. (hh)
10.38	Underwriting Agreement, dated May 5, 2015, by and among Acadia and Merrill Lynch, Pierce, Fenner & Smith Incorporated and Jefferies LLC, as representatives of the several underwriters named therein. (ii)
12.1*	Computation of Ratio of Earnings to Fixed Charges.
21.1*	List of Subsidiaries of Acadia.
23.1	Consent of Waller Lansden Dortch & Davis, LLP *(Included in Exhibit 5.1)*.
23.2	Consent of Lewis Roca Rothgerber LLP *(Included in Exhibit 5.2)*.
23.3	Consent of Dover Dixon Horne PLLC *(Included in Exhibit 5.3)*.
23.4	Consent of Austin Stewart, Esq. *(Included in Exhibit 5.4)*.
23.5	Consent of Carlton Fields Jorden Burt, P.A. *(Included in Exhibit 5.5)*.
23.6	Consent of Sanders, Ranck & Skilling, P.C. *(Included in Exhibit 5.6)*.
23.7	Consent of Frost Brown Todd LLC *(Included in Exhibit 5.7)*.
23.8	Consent of Polsinelli PC *(Included in Exhibit 5.8)*.
23.9	Consent of Locke Lord LLP *(Included in Exhibit 5.9)*.
23.10	Consent of Adams and Reese LLP *(Included in Exhibit 5.10)*.
23.11	Consent of Husch Blackwell LLP *(Included in Exhibit 5.11)*.
23.12	Consent of Karell Dyre Haney PLLP *(Included in Exhibit 5.12)*.
23.13	Consent of Ice Miller LLP *(Included in Exhibit 5.13)*.
23.14	Consent of McAfee & Taft A Professional Corporation *(Included in Exhibit 5.14)*.
23.15	Consent of Davis Wright Tremaine LLP *(Included in Exhibit 5.15)*.
23.16	Consent of Meyer, Unkovic & Scott LLP *(Included in Exhibit 5.16)*.
23.17	Consent of Nelson Mullins Riley & Scarborough LLP *(Included in Exhibit 5.17)*.
23.18	Consent of McGuire Craddock & Strother, P.C. *(Included in Exhibit 5.18)*.
23.19	Consent of Lindquist & Vennum LLP *(Included in Exhibit 5.19)*.
23.20*	Consent of Ernst & Young LLP.
23.21*	Consent of PricewaterhouseCoopers LLP.

Exhibit Number	Description
23.22*	Consent of Deloitte & Touche LLP.
23.23*	Consent of Deloitte & Touche LLP.
24.1	Powers of Attorney *(Included on the Signature Pages to this registration statement).*
25.1*	Statement of Eligibility of Trustee on Form T-1 under the Trust Indenture Act of 1939 of U.S. Bank National Association.
99.1*	Form of Letter of Transmittal.
99.2*	Form of Notice of Guaranteed Delivery.
99.3*	Form of Letter to DTC participants regarding the Exchange Offer.
99.4*	Form of Letter to beneficial owners of the Outstanding Notes regarding the Exchange Offer.

* Filed herewith.
(a) Incorporated by reference to exhibits filed with PHC, Inc.'s Current Report on Form 8-K filed May 25, 2011 (File No. 001-33323).
(b) Incorporated by reference to exhibits filed with the Company's registration statement on Form S-4, as amended (File No. 333-175523), originally filed with the SEC on July 13, 2011.
(c) Incorporated by reference to exhibits filed with PHC, Inc.'s Current Report on Form 8-K filed March 18, 2011 (File No. 001-33323).
(d) Incorporated by reference to exhibits filed with the Company's Current Report on Form 8-K filed January 5, 2012 (File No. 001-35331).
(e) Incorporated by reference to exhibits filed with the Company's Current Report on Form 8-K filed September 4, 2012 (File No. 001-35331).
(f) Incorporated by reference to exhibits filed with the Company's Current Report on Form 8-K filed November 27, 2012 (File No. 001-35331).
(g) Incorporated by reference to exhibits filed with the Company's Current Report on Form 8-K filed January 2, 2013 (File No. 001-35331).
(h) Incorporated by reference to exhibits filed with the Company's Current Report on Form 8-K filed April 4, 2013 (File No. 001-35331).
(i) Incorporated by reference to exhibits filed with the Company's Current Report on Form 8-K filed June 6, 2014 (File No. 001-35331).
(k) Incorporated by reference to exhibits filed with the Company's Current Report on Form 8-K filed November 1, 2011 (File No. 001-35331).
(j) Incorporated by reference to exhibits filed with the Company's Current Report on Form 8-K filed October 30, 2014 (File No. 001-35331).
(l) Incorporated by reference to exhibits filed with the Company's registration statement on Form S-4 filed March 6, 2014 (File No. 333-194372).
(m) Incorporated by reference to exhibits filed with the Company's registration statement on Form S-4 filed August 8, 2014 (File No. 333-198004).
(n) Incorporated by reference to exhibits filed with the Company's Current Report on Form 8-K filed June 18, 2014 (File No. 001-35331).
(o) Incorporated by reference to exhibits filed with the Company's Current Report on Form 8-K filed March 12, 2013 (File No. 001-35331).
(p) Incorporated by reference to exhibits filed with the Company's Current Report on Form 8-K filed July 2, 2014 (File No. 001-35331).
(q) Incorporated by reference to exhibits filed with the Company's Current Report on Form 8-K filed February 12, 2015 (File No. 001-35331).
(r) Incorporated by reference to exhibits filed with the Company's registration statement on Form S-1, as amended (File No. 333-178179), originally filed with the SEC on November 23, 2011.
(s) Incorporated by reference to exhibits filed with PHC, Inc.'s Current Report on Form 8-K filed May 13, 2004 (File No. 000-22916).
(t) Incorporated by reference to exhibits filed with the Company's Quarterly Report on Form 10-Q for the three months ended June 30, 2013 (File No. 001-35331).
(u) Incorporated by reference to exhibits filed with the Company's Quarterly Report on Form 10-Q for the three months ended September 30, 2013 (File No. 001-35331).

(v) Incorporated by reference to exhibits filed with the Company's Current Report on Form 8-K filed February 19, 2014 (File No. 001-35331).
(w) Incorporated by reference to exhibits filed with the Company's Current Report on Form 8-K filed June 17, 2014 (File No. 001-35331).
(x) Incorporated by reference to exhibits filed with the Company's Current Report on Form 8-K filed December 15, 2014 (File No. 001-35331).
(y) Incorporated by reference to exhibits filed with the Company's Quarterly Report on Form 10-Q for the three months ended March 31, 2015 (File No. 001-35331).
(z) Incorporated by reference to exhibits filed with the Company's Current Report on Form 8-K filed April 11, 2014 (File No. 001-35331).
(aa) Incorporated by reference to exhibits filed with PHC, Inc.'s registration statement on Form S-8 filed January 8, 2003 (File No. 333-102402).
(bb) Incorporated by reference to exhibits filed with PHC, Inc.'s registration statement on Form S-8 filed April 5, 2005 (File No. 333-123842).
(cc) Incorporated by reference to exhibits filed with PHC, Inc.'s registration statement on Form S-8 filed March 6, 2008 (File No. 333-149579).
(dd) Incorporated by reference to exhibits filed with the Company's registration statement on Form S-8 filed July 30, 2013 (File No. 333-190232).
(ee) Incorporated by reference to exhibits filed with the Company's Quarterly Report on Form 10-Q for the three months ended March 31, 2013 (File No. 001-35331).
(ff) Incorporated by reference to exhibits filed with the Company's Current Report on Form 8-K filed December 7, 2012 (File No. 001-35331).
(gg) Incorporated by reference to exhibits filed with the Company's Current Report on Form 8-K filed June 12, 2014 (File No. 001-35331).
(hh) Incorporated by reference to exhibits filed with the Company's Current Report on Form 8-K filed February 6, 2015 (File No. 001-35331).
(ii) Incorporated by reference to exhibits filed with the Company's Current Report on Form 8-K filed May 6, 2015 (File No. 001-35331).

Item 22. Undertakings

(a) The undersigned registrants hereby undertake:

(1) to file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

i. to include any prospectus required by Section 10(a)(3) of the Securities Act of 1933, as amended;

ii. to reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the “Calculation of Registration Fee” table in the effective registration statement; and

iii. to include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.

(2) that, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) to remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) that for the purpose of determining liability under the Securities Act to any purchaser, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other prospectuses filed in reliance on Rule 430A shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness; provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

(5) that for the purpose of determining liability of the registrant under the Securities Act to any purchaser in the initial distribution of the securities, the undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

i. any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;

ii. any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;

iii. the portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

iv. any other communications that is an offer in the offering made by the undersigned registrant to the purchaser.

(6) Insofar as indemnification for liabilities arising under the Securities Act of 1933, as amended, may be permitted to directors, officers and controlling persons of the registrants pursuant to the foregoing provisions, or otherwise, the registrants have been advised that, in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act of 1933, as amended, and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrants of expenses incurred or paid by a director, officer or controlling person of the registrants in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrants will, unless in the opinion of their counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by them is against public policy as expressed in the Securities Act of 1933, as amended and will be governed by the final adjudication of such issue.

(b) The undersigned registrants hereby undertake to respond to requests for information that is incorporated by reference into the prospectus pursuant to Items 4, 10(b), 11 or 13 of this form, within one business day of receipt of such request, and to send the incorporated documents by first class mail or other equally prompt means. This includes information contained in documents filed subsequent to the effective date of the registration statement through the date of responding to the request.

(c) The undersigned registrants hereby undertake to supply by means of a post-effective amendment all information concerning a transaction, and the company being acquired involved therein, that was not the subject of and included in the registration statement when it became effective.

Table of Contents

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Acadia Healthcare Company, Inc., a Delaware corporation, has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, Tennessee, on July 2, 2015.

ACADIA HEALTHCARE COMPANY, INC.

By: /s/ Joey A. Jacobs
Name: Joey A. Jacobs
Title: Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Christopher L. Howard and David M. Duckworth his true and lawful attorney-in-fact and agent, each with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement on Form S-4 and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Joey A. Jacobs Joey A. Jacobs	Chairman and Chief Executive Officer (Principal Executive Officer)	July 2, 2015
/s/ David M. Duckworth David M. Duckworth	Chief Financial Officer (Principal Financial and Accounting Officer)	July 2, 2015
/s/ E. Perot Bissell E. Perot Bissell	Director	July 2, 2015
/s/ Christopher R. Gordon Christopher R. Gordon	Director	July 2, 2015
/s/ William F. Grieco William F. Grieco	Director	July 2, 2015
/s/ Kyle D. Lattner Kyle D. Lattner	Director	July 2, 2015

/s/ Wade D. Miquelon Wade D. Miquelon	Director	July 2, 2015
/s/ William M. Petrie, M.D. William M. Petrie, M.D.	Director	July 2, 2015
/s/ Hartley R. Rogers Hartley R. Rogers	Director	July 2, 2015
/s/ Bruce A. Shear Bruce A. Shear	Director	July 2, 2015
/s/ Reeve B. Waud Reeve B. Waud	Director	July 2, 2015

Table of Contents

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, each registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, Tennessee, on July 2, 2015.

EACH OF THE REGISTRANTS NAMED ON SCHEDULE A-1 HERETO

By: /s/ Christopher L. Howard
Name: Christopher L. Howard
Title: Vice President

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Christopher L. Howard and David M. Duckworth his true and lawful attorney-in-fact and agent, each with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement on Form S-4 and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Joey A. Jacobs Joey A. Jacobs	President and Director (Principal Executive Officer)	July 2, 2015
/s/ David M. Duckworth David M. Duckworth	Vice President and Treasurer (Principal Financial and Accounting Officer)	July 2, 2015
/s/ Christopher L. Howard Christopher L. Howard	Director	July 2, 2015

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, each registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, Tennessee, on July 2, 2015.

EACH OF THE REGISTRANTS NAMED ON SCHEDULE A-2 HERETO

By: /s/ Christopher L. Howard
Name: Christopher L. Howard
Title: Vice President

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Christopher L. Howard and David M. Duckworth his true and lawful attorney-in-fact and agent, each with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement on Form S-4 and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Joey A. Jacobs Joey A. Jacobs	President (Principal Executive Officer)	July 2, 2015
/s/ David M. Duckworth David M. Duckworth	Vice President and Treasurer (Principal Financial and Accounting Officer)	July 2, 2015
ACADIA HEALTHCARE COMPANY, INC.	Sole Member	
By: /s/ Christopher L. Howard Name: Christopher L. Howard Title: Executive Vice President		July 2, 2015

Table of Contents

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, each registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, Tennessee, on July 2, 2015.

EACH OF THE REGISTRANTS NAMED ON SCHEDULE A-3 HERETO

By: /s/ Christopher L. Howard
Name: Christopher L. Howard
Title: Vice President

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Christopher L. Howard and David M. Duckworth his true and lawful attorney-in-fact and agent, each with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement on Form S-4 and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Joey A. Jacobs Joey A. Jacobs	President (Principal Executive Officer)	July 2, 2015
/s/ David M. Duckworth David M. Duckworth	Vice President and Treasurer (Principal Financial and Accounting Officer)	July 2, 2015
NATIONAL SPECIALTY CLINICS, LLC By: /s/ Christopher L. Howard Name: Christopher L. Howard Title: Executive Vice President	Sole Member	July 2, 2015

Table of Contents

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, Tennessee, on July 2, 2015.

ABILENE BEHAVIORAL HEALTH, LLC

By: /s/ Christopher L. Howard
Name: Christopher L. Howard
Title: Vice President

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Christopher L. Howard and David M. Duckworth his true and lawful attorney-in-fact and agent, each with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement on Form S-4 and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Joey A. Jacobs Joey A. Jacobs	President (Principal Executive Officer)	July 2, 2015
/s/ David M. Duckworth David M. Duckworth	Vice President and Treasurer (Principal Financial and Accounting Officer)	July 2, 2015
ABILENE HOLDING COMPANY, INC. By: /s/ Christopher L. Howard Name: Christopher L. Howard Title: Vice President	Sole Member	July 2, 2015

Table of Contents

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, Tennessee, on July 2, 2015.

ASCENT ACQUISITION - CYPDC, LLC
ASCENT ACQUISITION - PSC, LLC

By: /s/ Christopher L. Howard
Name: Christopher L. Howard
Title: Vice President

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Christopher L. Howard and David M. Duckworth his true and lawful attorney-in-fact and agent, each with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement on Form S-4 and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Joey A. Jacobs Joey A. Jacobs	President (Principal Executive Officer)	July 2, 2015
/s/ David M. Duckworth David M. Duckworth	Vice President and Treasurer (Principal Financial and Accounting Officer)	July 2, 2015
ASCENT ACQUISITION, LLC By: /s/ Christopher L. Howard Name: Christopher L. Howard Title: Vice President	Sole Member	July 2, 2015

Table of Contents

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, each registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, Tennessee, on July 2, 2015.

REGISTRANTS:

BCA OF DETROIT, LLC
GENERATIONS BH, LLC
HMIH CEDAR CREST, LLC
TEN LAKES CENTER, LLC

By: /s/ Christopher L. Howard
Name: Christopher L. Howard
Title: Vice President

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Christopher L. Howard and David M. Duckworth his true and lawful attorney-in-fact and agent, each with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement on Form S-4 and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Joey A. Jacobs Joey A. Jacobs	President (Principal Executive Officer)	July 2, 2015
/s/ David M. Duckworth David M. Duckworth	Vice President and Treasurer (Principal Financial and Accounting Officer)	July 2, 2015
BEHAVIORAL CENTERS OF AMERICA, LLC	Sole Member	
By: /s/ Christopher L. Howard Name: Christopher L. Howard Title: Vice President		July 2, 2015

Table of Contents

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, Tennessee, on July 2, 2015.

BEHAVIORAL CENTERS OF AMERICA, LLC

By: /s/ Christopher L. Howard
Name: Christopher L. Howard
Title: Vice President

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Christopher L. Howard and David M. Duckworth his true and lawful attorney-in-fact and agent, each with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement on Form S-4 and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Joey A. Jacobs Joey A. Jacobs	President (Principal Executive Officer)	July 2, 2015
/s/ David M. Duckworth David M. Duckworth	Vice President and Treasurer (Principal Financial and Accounting Officer)	July 2, 2015
COMMODORE ACQUISITION SUB, LLC By: /s/ Christopher L. Howard Name: Christopher L. Howard Title: Vice President	Managing Member	July 2, 2015

Table of Contents

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, each registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, Tennessee, on July 2, 2015.

BOWLING GREEN INN OF PENSACOLA, INC.

By: /s/ Christopher L. Howard
Name: Christopher L. Howard
Title: Vice President

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Christopher L. Howard and David M. Duckworth his true and lawful attorney-in-fact and agent, each with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement on Form S-4 and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Brent Turner Brent Turner	President and Director (Principal Executive Officer)	July 2, 2015
/s/ David M. Duckworth David M. Duckworth	Vice President and Treasurer (Principal Financial and Accounting Officer)	July 2, 2015
/s/ Christopher L. Howard Christopher L. Howard	Director	July 2, 2015

Table of Contents

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, each registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, Tennessee, on July 2, 2015.

REGISTRANTS:

CRC HOLDINGS, LLC
NATIONAL SPECIALTY CLINICS, LLC

By: /s/ Christopher L. Howard
Name: Christopher L. Howard
Title: Vice President

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Christopher L. Howard and David M. Duckworth his true and lawful attorney-in-fact and agent, each with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement on Form S-4 and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Joey A. Jacobs Joey A. Jacobs	President (Principal Executive Officer)	July 2, 2015
/s/ David M. Duckworth David M. Duckworth	Vice President and Treasurer (Principal Financial and Accounting Officer)	July 2, 2015
CRC HEALTH CORPORATION By: /s/ Christopher L. Howard Name: Christopher L. Howard Title: Vice President	Sole Member	July 2, 2015

Table of Contents

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, Tennessee, on July 2, 2015.

CRC WISCONISIN RD, LLC

By: /s/ Christopher L. Howard
Name: Christopher L. Howard
Title: Vice President

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Christopher L. Howard and David M. Duckworth his true and lawful attorney-in-fact and agent, each with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement on Form S-4 and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Joey A. Jacobs Joey A. Jacobs	President (Principal Executive Officer)	July 2, 2015
/s/ David M. Duckworth David M. Duckworth	Vice President and Treasurer (Principal Financial and Accounting Officer)	July 2, 2015
TREATMENT ASSOCIATES, INC. By: /s/ Christopher L. Howard Name: Christopher L. Howard Title: Vice President	Sole Member	July 2, 2015

Table of Contents

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, Tennessee, on July 2, 2015.

DELTA MEDICAL SERVICES, LLC

By: /s/ Christopher L. Howard
Name: Christopher L. Howard
Title: Vice President

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Christopher L. Howard and David M. Duckworth his true and lawful attorney-in-fact and agent, each with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement on Form S-4 and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Joey A. Jacobs Joey A. Jacobs	President (Principal Executive Officer)	July 2, 2015
/s/ David M. Duckworth David M. Duckworth	Vice President and Treasurer (Principal Financial and Accounting Officer)	July 2, 2015
DMC-MEMPHIS, LLC By: /s/ Christopher L. Howard Name: Christopher L. Howard Title: Vice President	Sole Member	July 2, 2015

Table of Contents

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, each registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, Tennessee, on July 2, 2015.

REGISTRANTS:

DMC-MEMPHIS, LLC
PHC MEADOWWOOD, LLC
PHC OF VIRGINIA, LLC

By: /s/ Christopher L. Howard
Name: Christopher L. Howard
Title: Vice President

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Christopher L. Howard and David M. Duckworth his true and lawful attorney-in-fact and agent, each with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement on Form S-4 and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Joey A. Jacobs Joey A. Jacobs	President (Principal Executive Officer)	July 2, 2015
/s/ David M. Duckworth David M. Duckworth	Vice President and Treasurer (Principal Financial and Accounting Officer)	July 2, 2015
ACADIA MERGER SUB, LLC	Sole Member	
By: /s/ Christopher L. Howard Name: Christopher L. Howard Title: Vice President		July 2, 2015

Table of Contents

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, Tennessee, on July 2, 2015.

FOUR CIRCLES RECOVERY CENTER, LLC
TALISMAN ACADEMY, LLC

By: /s/ Christopher L. Howard
Name: Christopher L. Howard
Title: Vice President

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Christopher L. Howard and David M. Duckworth his true and lawful attorney-in-fact and agent, each with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement on Form S-4 and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Joey A. Jacobs Joey A. Jacobs	President (Principal Executive Officer)	July 2, 2015
/s/ David M. Duckworth David M. Duckworth	Vice President and Treasurer (Principal Financial and Accounting Officer)	July 2, 2015
ASPEN YOUTH, INC.	Sole Member	
By: /s/ Christopher L. Howard Name: Christopher L. Howard Title: Vice President		July 2, 2015

Table of Contents

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, Tennessee, on July 2, 2015.

REGISTRANTS

HABILITATION CENTER, LLC
MILLCREEK SCHOOL OF ARKANSAS, LLC
MILLCREEK SCHOOLS, LLC

By: /s/ Christopher L. Howard
Name: Christopher L. Howard
Title: Vice President

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Christopher L. Howard and David M. Duckworth his true and lawful attorney-in-fact and agent, each with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement on Form S-4 and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Joey A. Jacobs Joey A. Jacobs	President (Principal Executive Officer)	July 2, 2015
/s/ David M. Duckworth David M. Duckworth	Vice President and Treasurer (Principal Financial and Accounting Officer)	July 2, 2015
REHABILITATION CENTERS, LLC By: /s/ Christopher L. Howard Name: Christopher L. Howard Title: Vice President	Sole Member	July 2, 2015

Table of Contents

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, each registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, Tennessee, on July 2, 2015.

REGISTRANTS:

OHIO HOSPITAL FOR PSYCHIATRY, LLC
SHAKER CLINIC, LLC

By: /s/ Christopher L. Howard
Name: Christopher L. Howard
Title: Vice President

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Christopher L. Howard and David M. Duckworth his true and lawful attorney-in-fact and agent, each with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement on Form S-4 and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Joey A. Jacobs Joey A. Jacobs	President (Principal Executive Officer)	July 2, 2015
/s/ David M. Duckworth David M. Duckworth	Vice President and Treasurer (Principal Financial and Accounting Officer)	July 2, 2015
BCA OF DETROIT, LLC	Sole Member	
By: /s/ Christopher L. Howard Name: Christopher L. Howard Title: Vice President		July 2, 2015

Table of Contents

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, Tennessee, on July 2, 2015.

RED RIVER HOSPITAL, LLC

By: /s/ Christopher L. Howard
Name: Christopher L. Howard
Title: Vice President

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Christopher L. Howard and David M. Duckworth his true and lawful attorney-in-fact and agent, each with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement on Form S-4 and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Joey A. Jacobs Joey A. Jacobs	President (Principal Executive Officer)	July 2, 2015
/s/ David M. Duckworth David M. Duckworth	Vice President and Treasurer (Principal Financial and Accounting Officer)	July 2, 2015
RED RIVER HOLDING COMPANY, LLC By: /s/ Christopher L. Howard Name: Christopher L. Howard Title: Vice President	Sole Member	July 2, 2015

Table of Contents

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, Tennessee, on July 2, 2015.

SONORA BEHAVIORAL HEALTH HOSPITAL, LLC

By: /s/ Christopher L. Howard
Name: Christopher L. Howard
Title: Vice President

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Christopher L. Howard and David M. Duckworth his true and lawful attorney-in-fact and agent, each with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement on Form S-4 and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Joey A. Jacobs Joey A. Jacobs	President (Principal Executive Officer)	July 2, 2015
/s/ David M. Duckworth David M. Duckworth	Vice President and Treasurer (Principal Financial and Accounting Officer)	July 2, 2015
HERMITAGE BEHAVIORAL, LLC By: /s/ Christopher L. Howard Name: Christopher L. Howard Title: Vice President	Sole Member	July 2, 2015

Table of Contents

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, Tennessee, on July 2, 2015.

STRUCTURE HOUSE, LLC

By: /s/ Christopher L. Howard
Name: Christopher L. Howard
Title: Vice President

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Christopher L. Howard and David M. Duckworth his true and lawful attorney-in-fact and agent, each with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement on Form S-4 and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Joey A. Jacobs Joey A. Jacobs	President (Principal Executive Officer)	July 2, 2015
/s/ David M. Duckworth David M. Duckworth	Vice President and Treasurer (Principal Financial and Accounting Officer)	July 2, 2015
CRC WEIGHT MANAGEMENT, INC.	Sole Member	
By: /s/ Christopher L. Howard Name: Christopher L. Howard Title: Vice President		July 2, 2015

Table of Contents

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, each registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, Tennessee, on July 2, 2015.

REGISTRANTS:

TEN BROECK TAMPA, LLC
VISTA BEHAVIORAL HOSPITAL, LLC

By: /s/ Christopher L. Howard
Name: Christopher L. Howard
Title: Vice President

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Christopher L. Howard and David M. Duckworth his true and lawful attorney-in-fact and agent, each with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement on Form S-4 and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Brent Turner Brent Turner	President (Principal Executive Officer)	July 2, 2015
/s/ David M. Duckworth David M. Duckworth	Vice President and Treasurer (Principal Financial and Accounting Officer)	July 2, 2015
ACADIA MERGER SUB, LLC By: /s/ Christopher L. Howard Name: Christopher L. Howard Title: Vice President	Sole Member	July 2, 2015

Table of Contents

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, Tennessee, on July 2, 2015.

THE REFUGE, A HEALING PLACE, LLC

By: /s/ Christopher L. Howard
Name: Christopher L. Howard
Title: Vice President

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Christopher L. Howard and David M. Duckworth his true and lawful attorney-in-fact and agent, each with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement on Form S-4 and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Brent Turner Brent Turner	President (Principal Executive Officer)	July 2, 2015
/s/ David M. Duckworth David M. Duckworth	Vice President and Treasurer (Principal Financial and Accounting Officer)	July 2, 2015
ACADIA HEALTHCARE COMPANY, INC.	Sole Member	
By: /s/ Christopher L. Howard Name: Christopher L. Howard Title: Executive Vice President		July 2, 2015

Table of Contents

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, Tennessee, on July 2, 2015.

TK BEHAVIORAL, LLC

By: /s/ Christopher L. Howard
Name: Christopher L. Howard
Title: Vice President

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Christopher L. Howard and David M. Duckworth his true and lawful attorney-in-fact and agent, each with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement on Form S-4 and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Joey A. Jacobs Joey A. Jacobs	President (Principal Executive Officer)	July 2, 2015
/s/ David M. Duckworth David M. Duckworth	Vice President and Treasurer (Principal Financial and Accounting Officer)	July 2, 2015
TK BEHAVIORAL HOLDING COMPANY, LLC By: /s/ Christopher L. Howard Name: Christopher L. Howard Title: Vice President	Sole Member	July 2, 2015

Table of Contents

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, Tennessee, on July 2, 2015.

REGISTRANTS:

CALIFORNIA TREATMENT SERVICES
SAN DIEGO TREATMENT SERVICES

By: /s/ Christopher L. Howard
Name: Christopher L. Howard
Title: Vice President

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Christopher L. Howard and David M. Duckworth his true and lawful attorney-in-fact and agent, each with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement on Form S-4 and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Joey A. Jacobs Joey A. Jacobs	President (Principal Executive Officer)	July 2, 2015
/s/ David M. Duckworth David M. Duckworth	Vice President and Treasurer (Principal Financial and Accounting Officer)	July 2, 2015
JAYCO ADMINISTRATION, INC. By: /s/ Christopher L. Howard Name: Christopher L. Howard Title: Vice President	Partner	July 2, 2015
TREATMENT ASSOCIATES, INC. By: /s/ Christopher L. Howard Name: Christopher L. Howard Title: Vice President	Partner	July 2, 2015

Table of Contents

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, Tennessee, on July 2, 2015.

MILWAUKEE HEALTH SERVICES SYSTEM

By: /s/ Christopher L. Howard
Name: Christopher L. Howard
Title: Vice President

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Christopher L. Howard and David M. Duckworth his true and lawful attorney-in-fact and agent, each with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement on Form S-4 and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Joey A. Jacobs Joey A. Jacobs	President (Principal Executive Officer)	July 2, 2015
/s/ David M. Duckworth David M. Duckworth	Vice President and Treasurer (Principal Financial and Accounting Officer)	July 2, 2015
CORAL HEALTH SERVICES, INC. By: /s/ Christopher L. Howard Name: Christopher L. Howard Title: Vice President	Partner	July 2, 2015
WCHS, INC. By: /s/ Christopher L. Howard Name: Christopher L. Howard Title: Vice President	Partner	July 2, 2015

Table of Contents

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, Tennessee, on July 2, 2015.

THE CAMP RECOVER CENTERS, L.P.

By: /s/ Christopher L. Howard
Name: Christopher L. Howard
Title: Vice President

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Christopher L. Howard and David M. Duckworth his true and lawful attorney-in-fact and agent, each with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement on Form S-4 and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Joey A. Jacobs Joey A. Jacobs	President (Principal Executive Officer)	July 2, 2015
/s/ David M. Duckworth David M. Duckworth	Vice President and Treasurer (Principal Financial and Accounting Officer)	July 2, 2015
CRC RECOVERY, INC.	General Partner	
By: /s/ Christopher L. Howard Name: Christopher L. Howard Title: Vice President		July 2, 2015

Table of Contents

Schedule A-1
Registrants

Name of Additional Registrants

Advanced Treatment Systems, Inc.
Aspen Education Group, Inc.
Aspen Youth, Inc.
ATS of Cecil County, Inc.
ATS of Delaware, Inc.
ATS of North Carolina, Inc.
Baton Rouge Treatment Center, Inc.
Bayside Marin, Inc.
BGI of Brandywine, Inc.
Bowling Green Inn of South Dakota, Inc.
CAPS of Virginia, Inc.
Cartersville Center, Inc.
Comprehensive Addiction Programs, Inc.
Coral Health Services, Inc.
CRC ED Treatment, Inc.
CRC Health Corporation
CRC Health Group, Inc.
CRC Health Oregon, Inc.
CRC Health Tennessee, Inc.
CRC Recovery, Inc.
CRC Weight Management, Inc.
Detroit Behavioral Institute, Inc.
Galax Treatment Center, Inc.
Habit Holdings, Inc.
Habit Opco, Inc.
Jayco Administration, Inc.
Kids Behavioral Health of Montana, Inc.
Options Treatment Center Acquisition Corporation
PHC of Michigan, Inc.
PHC of Nevada, Inc.
PHC of Utah, Inc.
Quality Addiction Management, Inc.
Resolute Acquisition Corporation
RTC Resource Acquisition Corporation
San Diego Health Alliance
Seven Hills Hospital, Inc.
Sheltered Living Incorporated
Sierra Tucson, Inc.
Sober Living by the Sea, Inc.
Southwestern Children’s Health Services, Inc.
SUWS of the Carolinas, Inc.
Transcultural Health Development, Inc.
Treatment Associates, Inc.
Virginia Treatment Center, Inc.
Volunteer Treatment Center, Inc.
WCHS, Inc.
Wellplace, Inc.
White Deer Realty, Ltd.

Table of Contents

Name of Additional Registrants

White Deer Run, Inc.
Wichita Treatment Center, Inc.
Wilmington Treatment Center, Inc.
Youth and Family Centered Services of New Mexico, Inc.
Youth Care of Utah, Inc.

Table of Contents

Schedule A-2
Registrants

Name of Additional Registrants

Abilene Holding Company, LLC
Acadia Management Company, LLC
Acadia Merger Sub, LLC
Acadiana Addiction Center, LLC
Ascent Acquisition, LLC
Austin Behavioral Hospital, LLC
Austin Eating Disorders Partners, LLC
Cascade Behavioral Holding Company, LLC
Cascade Behavioral Hospital, LLC
Centerpointe Community Based Services, LLC
Commodore Acquisition Sub, LLC
Crossroads Regional Hospital, LLC
Greenleaf Center, LLC
Hermitage Behavioral, LLC
Lakeland Hospital Acquisition, LLC
McCallum Group, LLC
McCallum Properties, LLC
Northeast Behavioral Health, LLC
Park Royal Fee Owner, LLC
Piney Ridge Treatment Center, LLC
Psychiatric Resource Partners, LLC
Rebound Behavioral Health, LLC
Red River Holding Company, LLC
Rehabilitation Centers, LLC
Riverview Behavioral Health, LLC
RiverWoods Behavioral Health, LLC
Rolling Hills Hospital, LLC
Skyway House, LLC
Southwood Psychiatric Hospital, LLC
Success Acquisition, LLC
Texarkana Behavioral Associates, L.C.
TK Behavioral Holding Company, LLC
Valley Behavioral Health System, LLC
Vermilion Hospital, LLC
Village Behavioral Health, LLC
Vista Behavioral Holding Company, LLC
Webster Wellness Professionals, LLC

Table of Contents

Schedule A-3
Registrants

Name of Additional Registrants

Beckley Treatment Center, LLC
Charleston Treatment Center, LLC
Clarksburg Treatment Center, LLC
East Indiana Treatment Center, LLC
Evansville Treatment Center, LLC
Huntington Treatment Center, LLC
Indianapolis Treatment Center, LLC
Parkersburg Treatment Center, LLC
Richmond Treatment Center, LLC
Southern Indiana Treatment Center, LLC
Wheeling Treatment Center, LLC
Williamson Treatment Center, LLC

Table of Contents

Exhibit Index

Exhibit Number	Description
2.1	Agreement and Plan of Merger, dated May 23, 2011, by and among Acadia Healthcare Company, Inc. (the "Company"), Acadia Merger Sub, LLC and PHC, Inc. (a)
2.2	Agreement and Plan of Merger, dated February 17, 2011, by and among the Company (f/k/a Acadia Healthcare Company, LLC), Acadia - YFCS Acquisition Company, Inc., Acadia - YFCS Holdings, Inc., Youth & Family Centered Services, Inc., each of the stockholders who are signatories thereto, and TA Associates, Inc., solely in the capacity as Stockholders' Representative. (b)
2.3	Asset Purchase Agreement, dated as of March 15, 2011, between Universal Health Services, Inc. and PHC, Inc. for the acquisition of MeadowWood Behavioral Health System. (c)
2.4	Membership Interest Purchase Agreement, dated December 30, 2011, by and among Hermitage Behavioral, LLC, Haven Behavioral Healthcare Holdings, LLC and Haven Behavioral Healthcare, Inc. (d)
2.5	Asset Purchase Agreement, dated August 28, 2012, by and between Timberline Knolls, LLC, and TK Behavioral, LLC. (e)
2.6	Acquisition Agreement, dated November 21, 2012, by and among (i) Behavioral Centers of America, LLC, (ii) Behavioral Centers of America Holdings, LLC, (iii) Linden BCA Blocker Corp., (iv) SBOF-BCA Holdings Corporation, (v) HEP BCA Holdings Corp. (vi) Siguler Guff Small Buyout Opportunities Fund, LP, and Siguler Guff Small Buyout Opportunities Fund (F), LP, (vii) Health Enterprise Partners, L.P., HEP BCA Co-Investors, LLC, (viii) Linden Capital Partners A, LP, (ix) Commodore Acquisition Sub, LLC, and (x) the Company (the "BCA Purchase Agreement"). (f)
2.7	Amendment No. 1, dated as of December 31, 2012, to the BCA Purchase Agreement. (g)
2.8	Membership Interest Purchase Agreement, dated November 23, 2012 by and among 2C4K, L.P., ARTC Acquisitions, Inc., Acadia Vista, LLC and the Company. (f)
2.9	Amendment, dated as of December 31, 2012, to Membership Interest Purchase Agreement by and among 2C4K, LP, ARTC Acquisitions, Inc., Acadia Vista, LLC and the Company. (g)
2.10	Stock Purchase Agreement, dated as of March 29, 2013, by and among First Ten Broeck Tampa, Inc., UMC Ten Broeck, Inc., Capestrano Holding 12, Inc., Donald R. Dizney, David A. Dizney and Acadia Merger Sub, LLC. (h)
2.11	Agreement, dated June 3, 2014, by and among Partnerships in Care Holdings Limited, The Royal Bank of Scotland plc, Piper Holdco 2, Ltd. and the Company. (i)
2.12	Agreement and Plan of Merger, dated as of October 29, 2014, by and among the Company, Copper Acquisition Co., Inc. and CRC Health Group, Inc. (j)
3.1	Amended and Restated Certificate of Incorporation of the Company. (k)
3.2	Amended and Restated Bylaws of the Company. (k)
3.3	Certificate of Formation of Abilene Behavioral Health, LLC f/k/a Acadia Abilene, LLC. (l)
3.4	Second Amended and Restated Limited Liability Company Agreement of Abilene Behavioral Health, LLC f/k/a Acadia Abilene, LLC. (l)
3.5	Certificate of Formation of Abilene Holding Company, LLC. (l)
3.6	Limited Liability Company Agreement of Abilene Holding Company, LLC. (l)
3.7	Certificate of Formation of Acadia Management Company, LLC. (l)
3.8	Limited Liability Company Agreement of Acadia Management Company, LLC. (l)
3.9	Certificate of Formation of Acadia Merger Sub, LLC. (b)
3.10	Limited Liability Company Agreement of Acadia Merger Sub, LLC. (b)
3.11	Certificate of Formation of Acadiana Addiction Center, LLC. (l)
3.12	Amended and Restated Limited Liability Company Agreement of Acadiana Addiction Center, LLC. (l)
3.13*	Articles of Incorporation for Advanced Treatment Systems, Inc.
3.14*	Bylaws of Advanced Treatment Systems, Inc.
3.15*	Articles of Conversion and Articles of Organization of Ascent Acquisition - CYPDC, LLC.
3.16*	Operating Agreement of Ascent Acquisition - CYPDC, LLC.
3.17*	Articles of Conversion and Articles of Organization of Ascent Acquisition - PSC, LLC.
3.18*	Operating Agreement of Ascent Acquisition - PSC, LLC.

Table of Contents

Exhibit Number	Description
3.19*	Articles of Conversion and Articles of Organization of Ascent Acquisition, LLC.
3.20*	Operating Agreement of Ascent Acquisition, LLC.
3.21*	Second Amended and Restated Articles of Incorporation of Aspen Education Group, Inc.
3.22*	Amended and Restated Bylaws of Aspen Education Group, Inc.
3.23*	Articles of Incorporation of Aspen Youth, Inc.
3.24*	Bylaws of Aspen Youth, Inc.
3.25*	Articles of Incorporation of ATS of Cecil County, Inc.
3.26*	Bylaws of ATS of Cecil County, Inc.
3.27*	Articles of Incorporation of ATS of Delaware, Inc. f/k/a Advanced Treatment Systems of New York, Inc.
3.28*	Bylaws of ATS of Delaware, Inc.
3.29*	Articles of Incorporation of ATS of North Carolina, Inc.
3.30*	Bylaws of ATS of North Carolina, Inc.
3.31	Certificate of Formation of Austin Behavioral Hospital, LLC. (l)
3.32	Limited Liability Company Agreement of Austin Behavioral Hospital, LLC. (l)
3.33*	Articles of Organization of Austin Eating Disorders Partners, LLC
3.34*	Amended and Restated Operating Agreement of Austin Eating Disorders Partners, LLC
3.35*	Articles of Incorporation of Baton Rouge Treatment Center, Inc.
3.36*	Bylaws of Baton Rouge Treatment Center, Inc.
3.37*	Certificate of Conversion and Certificate of Incorporation of Bayside Marin, Inc.
3.38*	Bylaws of Bayside Marin, Inc.
3.39	Certificate of Formation of BCA of Detroit, LLC. (l)
3.40	Amended and Restated Limited Liability Company Agreement of BCA of Detroit, LLC. (l)
3.41*	Certificate of Conversion and Articles of Organization for Beckley Treatment Center, LLC
3.42*	Amended and Restated Operating Agreement of Beckley Treatment Center, LLC
3.43	Certificate of Formation of Behavioral Centers of America, LLC. (k)
3.44	Sixth Amended and Restated Limited Liability Company Agreement of Behavioral Centers of America, LLC. (k)
3.45*	Articles of Incorporation of BGI of Brandywine, Inc.
3.46*	Bylaws of BGI of Brandywine, Inc.
3.47*	Articles of Incorporation of Bowling Green Inn of Pensacola, Inc.
3.48*	Bylaws of Bowling Green Inn of Pensacola, Inc.
3.49*	Articles of Incorporation of Bowling Green Inn of South Dakota, Inc.
3.50*	Bylaws of Bowling Green Inn of South Dakota, Inc.
3.51*	Partnership Agreement and Amendment of California Treatment Services
3.52*	Articles of Incorporation of CAPS of Virginia, Inc.
3.53*	Bylaws of CAPS of Virginia, Inc.
3.54*	Articles of Incorporation of Cartersville Center, Inc.
3.55*	Bylaws of Cartersville Center, Inc.
3.56*	Certificate of Formation of Cascade Behavioral Holding Company, LLC
3.57*	Limited Liability Company Agreement of Cascade Behavioral Holding Company, LLC
3.58	Certificate of Formation of Cascade Behavioral Hospital, LLC f/k/a SW Behavioral, LLC. (k)
3.59	Amended and Restated Limited Liability Company Agreement of Cascade Behavioral Hospital, LLC f/k/a SW Behavioral, LLC. (k)
3.60*	Articles of Organization of Centerpointe Community Based Services, LLC. (m)
3.61*	Operating Agreement of Centerpointe Community Based Services, LLC. (m)
3.62*	Certificate of Conversion and Articles of Organization of Charleston Treatment Center, LLC
3.63*	Amended and Restated Operating Agreement of Charleston Treatment Center, LLC
3.64*	Certificate of Conversion and Articles of Organization of Clarksburg Treatment Center, LLC
3.65*	Amended and Restated Operating Agreement of Clarksburg Treatment Center, LLC

3.66 Certificate of Formation of Commodore Acquisition Sub, LLC. (k)

3.67 Limited Liability Company Agreement of Commodore Acquisition Sub, LLC. (l)

Table of Contents

Exhibit Number	Description
3.68*	Certificate of Merger and Restated Certificate of Incorporation of Comprehensive Addiction Programs, Inc.
3.69*	Bylaws of Comprehensive Addiction Programs, Inc.
3.70*	Articles of Incorporation of Coral Health Services, Inc.
3.71*	Bylaws of Coral Health Services, Inc.
3.72*	Certificate of Incorporation of CRC ED Treatment, Inc.
3.73*	Bylaws of CRC ED Treatment, Inc.
3.74*	Certificate of Merger and Amended and Restated Certificate of Incorporation of CRC Health Corporation f/k/a CRC Health Group, Inc.
3.75*	Bylaws of CRC Health Corporation
3.76*	Second Amended and Restated Certificate of Incorporation of CRC Health Group, Inc.
3.77*	Bylaws of CRC Health Group, Inc. f/k/a CRCA Holdings, Inc.
3.78*	Articles of Incorporation of CRC Health Oregon, Inc.
3.79*	Bylaws of CRC Health Oregon, Inc.
3.80*	Charter of CRC Health Tennessee, Inc.
3.81*	Bylaws of CRC Health Tennessee, Inc.
3.82*	Certificate of Formation of CRC Holdings, LLC
3.83*	Operating Agreement of CRC Holdings, LLC
3.84*	Certificate of Incorporation of CRC Recovery, Inc.
3.85*	Bylaws of CRC Recovery, Inc.
3.86*	Certificate of Incorporation of CRC Weight Management, Inc.
3.87*	Bylaws of CRC Weight Management, Inc.
3.88*	Articles of Organization of CRC Wisconsin RD, LLC f/k/a CRC Recovery Wisconsin, LLC
3.89*	Operating Agreement of CRC Wisconsin RD, LLC
3.90	Certificate of Formation of Crossroads Regional Hospital, LLC. (l)
3.91	Limited Liability Company Agreement of Crossroads Regional Hospital, LLC. (l)
3.92	Articles of Organization of Delta Medical Services, LLC. (l)
3.93	Operating Agreement of Delta Medical Services, LLC. (l)
3.94	Articles of Organization of DMC - Memphis, LLC. (l)
3.95	Operating Agreement of DMC - Memphis, LLC. (l)
3.96	Articles of Organization of Detroit Behavioral Institute, Inc. (b)
3.97	Amended and Restated Bylaws of Detroit Behavioral Institute, Inc. (b)
3.98*	Articles of Conversion and Articles of Organization of East Indiana Treatment Center, LLC
3.99*	Operating Agreement of East Indiana Treatment Center, LLC
3.100*	Articles of Conversion and Articles of Organization of Evansville Treatment Center, LLC
3.101*	Operating Agreement of Evansville Treatment Center, LLC
3.102*	Certificate of Formation of Four Circles Recovery Center, LLC f/k/a Appalachian Trails Recovery, LLC
3.103*	Operating Agreement of Four Circles Recovery Center, LLC f/k/a Appalachian Trails Recovery, LLC
3.104*	Articles of Incorporation of Galax Treatment Center, Inc.
3.105*	Bylaws of Galax Treatment Center, Inc.
3.106*	Articles of Organization and Amendment of Generations BH, LLC f/k/a Generations Behavioral Health - Geneva, LLC. (l)
3.107	Amended and Restated Operating Agreement of Generations Behavioral Health - Geneva, LLC. (l)
3.108	Certificate of Formation of Greenleaf Center, LLC f/k/a Acadia Greenleaf, LLC. (l)
3.109	Amended and Restated Limited Liability Company Agreement of Greenleaf Center, LLC f/k/a Acadia Greenleaf, LLC. (l)
3.110*	Articles of Conversion and Articles of Organization of Habilitation Center, LLC (b)
3.111*	Operating Agreement of Habilitation Center, LLC (b)
3.112*	Amended and Restated Certificate of Incorporation of Habit Holdings, Inc.
3.113*	Amended and Restated Bylaws of Habit Holdings, Inc.
3.114*	Certificate of Incorporation of Habit Opco, Inc.

3.115* Bylaws of Habit Opco, Inc.

Table of Contents

Exhibit Number	Description
3.116	Certificate of Formation of Hermitage Behavioral, LLC. (l)
3.117	Limited Liability Company Agreement of Hermitage Behavioral, LLC. (l)
3.118	Certificate of Formation of HMIH Cedar Crest, LLC. (l)
3.119	Amended and Restated Operating Agreement of HMIH Cedar Crest, LLC. (l)
3.120*	Certificate of Conversion and Articles of Organization of Huntington Treatment Center, LLC
3.121*	Amended and Restated Operating Agreement of Huntington Treatment Center, LLC
3.122*	Articles of Conversion and Articles of Organization of Indianapolis Treatment Center, LLC
3.123*	Operating Agreement of Indianapolis Treatment Center, LLC
3.124*	Articles of Incorporation of Jayco Administration, Inc.
3.125*	Bylaws of Jayco Administration, Inc.
3.126	Articles of Incorporation of Kids Behavioral Health of Montana, Inc. (b)
3.127	Bylaws of Kids Behavioral Health of Montana, Inc. (b)
3.128	Articles of Organization of Lakeland Hospital Acquisition, LLC. (l)
3.129	Operating Agreement of Lakeland Hospital Acquisition, LLC. (l)
3.130*	Certificate of Conversion and Articles of Organization of McCallum Group, LLC
3.131*	Operating Agreement of McCallum Group, LLC
3.132*	Articles of Organization of McCallum Properties, LLC
3.133*	Amended and Restated Operating Agreement of McCallum Properties, LLC
3.134*	Articles of Conversion and Articles of Organization of Millcreek School of Arkansas, LLC
3.135*	Operating Agreement of Millcreek School of Arkansas, LLC
3.136	Certificate of Formation of Millcreek Schools, LLC. (l)
3.137	Operating Agreement of Millcreek Schools, LLC. (l)
3.138*	Partnership Agreement and Amendments of Milwaukee Health Services System
3.139*	Certificate of Conversion and Certificate of Formation of National Specialty Clinics, LLC
3.140*	Operating Agreement of National Specialty Clinics, LLC
3.141	Certificate of Formation of Northeast Behavioral Health, LLC. (l)
3.142	Limited Liability Company Agreement of Northeast Behavioral Health, LLC. (l)
3.143	Articles of Organization of Ohio Hospital for Psychiatry, LLC. (l)
3.144	Amended and Restated Operating Agreement of Ohio Hospital for Psychiatry, LLC. (l)
3.145	Certificate of Incorporation of Options Treatment Center Acquisition Corporation. (b)
3.146	Bylaws of Options Treatment Center Acquisition Corporation. (b)
3.147*	Certificate of Formation of Park Royal Fee Owner, LLC
3.148*	Limited Liability Company Agreement of Park Royal Fee Owner, LLC
3.149*	Certificate of Conversion and Articles of Organization of Parkersburg Treatment Center, LLC
3.150*	Amended and Restated Operating Agreement of Parkersburg Treatment Center, LLC
3.151	Certificate of Formation of PHC Meadowwood, LLC. (l)
3.152	Limited Liability Company Agreement of PHC Meadowwood, LLC. (l)
3.153	Articles of Organization of PHC of Michigan, Inc. (b)
3.154	Amended and Restated Bylaws of PHC of Michigan, Inc. (b)
3.155	Articles of Organization of PHC of Nevada, Inc. (b)
3.156	Amended and Restated Bylaws of PHC of Nevada, Inc. (b)
3.157	Articles of Organization of PHC of Utah, Inc. (b)
3.158	Amended and Restated Bylaws of PHC of Utah, Inc. (b)
3.159	Certificate of Organization of PHC of Virginia, LLC. (l)
3.160	Operating Agreement of PHC of Virginia, LLC. (l)
3.161	Certificate of Formation of Piney Ridge Treatment Center, LLC f/k/a AmiCare of Arkansas, LLC. (l)
3.162	Amended and Restated Limited Liability Company Agreement of Piney Ridge Treatment Center, LLC f/k/a AmiCare of Arkansas, LLC. (l)

3.163 Certificate of Formation of Psychiatric Resource Partners, LLC. (l)

3.164 Limited Liability Company Agreement of Psychiatric Resource Partners, LLC. (l)

3.165* Articles of Incorporation of Quality Addiction Management, Inc. f/k/a Professional Recovery Network, S.C.

Table of Contents

Exhibit Number	Description
3.166*	Amended and Restated Bylaws of Quality Addiction Management, Inc.
3.167	Articles of Organization of Rebound Behavioral Health, LLC. (b)
3.168	Operating Agreement of Rebound Behavioral Health, LLC. (b)
3.169	Certificate of Formation of Red River Holding Company, LLC. (l)
3.170	Limited Liability Company Agreement of Red River Holding Company, LLC. (l)
3.171	Certificate of Formation of Red River Hospital, LLC. (l)
3.172	Amended and Restated Limited Liability Company Agreement of Red River Hospital, LLC. (l)
3.173	Certificate of Formation of Rehabilitation Centers, LLC. (l)
3.174	Operating Agreement of Rehabilitation Centers, LLC. (l)
3.175	Certificate of Incorporation of Resolute Acquisition Corporation. (b)
3.176	Bylaws of Resolute Acquisition Corporation. (b)
3.177*	Articles of Conversion and Articles of Organization of Richmond Treatment Center, LLC
3.178*	Operating Agreement of Richmond Treatment Center, LLC
3.179	Certificate of Formation of Riverview Behavioral Health, LLC f/k/a TBA Texarkana, L.L.C. (l)
3.180	Amended and Restated Operating Agreement of Riverview Behavioral Health, LLC f/k/a TBA Texarkana, L.L.C. (l)
3.181	Certificate of Formation of RiverWoods Behavioral Health, LLC f/k/a Acadia Riverwoods, LLC. (l)
3.182	Amended and Restated Limited Liability Company Agreement of RiverWoods Behavioral Health, LLC f/k/a Acadia Riverwoods, LLC. (l)
3.183	Articles of Organization of Rolling Hills Hospital, LLC. (l)
3.184	Operating Agreement of Rolling Hills Hospital, LLC. (l)
3.185	Articles of Incorporation of RTC Resource Acquisition Corporation. (b)
3.186	Bylaws of RTC Resource Acquisition Corporation. (b)
3.187*	Articles of Incorporation of San Diego Health Alliance
3.188*	Bylaws of San Diego Health Alliance
3.189*	Partnership Agreement of San Diego Treatment Services
3.190	Certificate of Incorporation of Seven Hills Hospital, Inc. (b)
3.191	Amended and Restated Bylaws of Seven Hills Hospital, Inc. (b)
3.192	Articles of Organization of Shaker Clinic, LLC. (l)
3.193	Amended and Restated Operating Agreement of Shaker Clinic, LLC. (l)
3.194*	Articles of Incorporation of Sheltered Living Incorporated
3.195*	Bylaws of Sheltered Living Incorporated
3.196*	Certificate of Incorporation of Sierra Tucson Inc. f/k/a CRC Merger Acquisition Corp.
3.197*	Bylaws of Sierra Tucson Inc. f/k/a CRC Merger Acquisition Corp.
3.198*	Certificate of Formation of Skyway House, LLC
3.199*	Operating Agreement of Skyway House, LLC
3.200*	Articles of Incorporation of Sober Living by the Sea, Inc.
3.201*	Bylaws of Sober Living by the Sea, Inc.
3.202	Certificate of Formation of Sonora Behavioral Health Hospital, LLC. (l)
3.203	Amended and Restated Limited Liability Company Agreement of Sonora Behavioral Health Hospital, LLC. (l)
3.204*	Articles of Conversion and Articles of Organization of Southern Indiana Treatment Center, LLC
3.205*	Operating Agreement of Southern Indiana Treatment Center, LLC
3.206	Articles of Incorporation of Southwestern Children’s Health Services, Inc. (b)
3.207	Amended and Restated Bylaws of Southwestern Children’s Health Services, Inc. (b)
3.208	Certificate of Organization of Southwood Psychiatric Hospital, LLC. (l)
3.209	Amended and Restated Operating Agreement of Southwood Psychiatric Hospital, LLC. (l)
3.210*	Certificate of Formation of Structure House, LLC f/k/a Structure House Acquisition
3.211*	Operating Agreement of Structure House, LLC f/k/a Structure House Acquisition, LLC
3.212	Articles of Organization of Success Acquisition, LLC. (m)

3.213 Operating Agreement of Success Acquisition, LLC. (m)

3.214* Amended and Restated Certificate of Incorporation of SUWS of the Carolinas, Inc.

Table of Contents

Exhibit Number	Description
3.215*	Amended and Restated Bylaws of SUWS of the Carolinas, Inc.
3.216*	Amended and Restated Certificate of Formation of Talisman Academy, LLC f/k/a New Leaf Academy of North Carolina, LLC, Biltmore Academy, LLC, Aspen NC Real Estate, LLC and NC Real Estate, LLC
3.217*	Operating Agreement of Talisman Academy, LLC f/k/a NC Real Estate, LLC
3.218	Articles of Organization of Ten Broeck Tampa, LLC. (l)
3.219	Operating Agreement of Ten Broeck Tampa, LLC. (l)
3.220	Articles of Organization of Ten Lakes Center, LLC. (l)
3.221	Amended and Restated Operating Agreement of Ten Lakes Center, LLC. (l)
3.222	Articles of Organization of Texarkana Behavioral Associates, L.C. (l)
3.223	Amended and Restated Limited Liability Company Agreement of Texarkana Behavioral Associates, L.C. (l)
3.224*	Certificate of Limited Partnership of The Camp Recovery Centers, L.P.
3.225*	Third Amended and Restated Agreement of Limited Partnership of The Camp Recovery Centers, L.P.
3.226	Articles of Organization of The Refuge, A Healing Place, LLC. (l)
3.227	Second Amended and Restated Limited Liability Company Agreement of The Refuge, A Healing Place, LLC. (l)
3.228	Certificate of Formation of TK Behavioral Holding Company, LLC. (l)
3.229	Limited Liability Company Agreement of TK Behavioral Holding Company, LLC. (l)
3.230	Certificate of Formation of TK Behavioral, LLC. (l)
3.231	Limited Liability Company Agreement of TK Behavioral, LLC. (l)
3.232*	Articles of Incorporation of Transcultural Health Development, Inc.
3.233*	Bylaws of Transcultural Health Development, Inc.
3.234*	Articles of Incorporation of Treatment Associates, Inc. f/k/a California Treatment Services, Inc.
3.235*	Bylaws of Treatment Associates, Inc. f/k/a California Treatment Services, Inc.
3.236	Certificate of Formation of Valley Behavioral Health System, LLC f/k/a Vista Health Fort Smith, LLC. (l)
3.237	Amended and Restated Limited Liability Company Agreement of Valley Behavioral Health System, LLC f/k/a Vista Health Fort Smith, LLC. (l)
3.238	Certificate of Formation of Vermilion Hospital, LLC f/k/a Acadia Hospital of Lafayette, LLC. (l)
3.239	Second Amended and Restated Limited Liability Company Agreement of Vermilion Hospital, LLC f/k/a Acadia Hospital of Lafayette, LLC. (l)
3.240	Certificate of Formation of Village Behavioral Health, LLC f/k/a Acadia Village, LLC. (l)
3.241	Amended and Restated Limited Liability Company Agreement of Village Behavioral Health, LLC f/k/a Acadia Village, LLC. (l)
3.242*	Articles of Incorporation of Virginia Treatment Center, Inc.
3.243*	Bylaws of Virginia Treatment Center, Inc.
3.244*	Certificate of Formation of Vista Behavioral Holding Company, LLC
3.245*	Limited Liability Company Agreement of Vista Behavioral Holding Company, LLC
3.246	Certificate of Formation of Vista Behavioral Hospital, LLC. (l)
3.247	Limited Liability Company Agreement of Vista Behavioral Hospital, LLC. (l)
3.248*	Charter of Volunteer Treatment Center, Inc.
3.249*	Bylaws of Volunteer Treatment Center, Inc.
3.250*	Articles of Incorporation of WCHS, Inc.
3.251*	Amended and Restated Bylaws of WCHS, Inc.
3.252*	Certificate of Conversion and Articles of Organization of Webster Wellness Professionals, LLC
3.253*	Operating Agreement of Webster Wellness Professionals, LLC
3.254	Articles of Organization of Wellplace, Inc. (b)
3.255	Amended and Restated Bylaws of Wellplace, Inc. (b)
3.256*	Certificate of Conversion and Articles of Organization of Wheeling Treatment Center, LLC
3.257*	Amended and Restated Operating Agreement of Wheeling Treatment Center, LLC
3.258*	Articles of Incorporation and Articles of Merger of White Deer Realty, Ltd.
3.259*	Bylaws of White Deer Realty, Ltd.
3.260*	Articles of Incorporation and Articles of Merger of White Deer Run, Inc.

Table of Contents

Exhibit Number	Description
3.261*	Bylaws of White Deer Run, Inc.
3.262*	Articles of Incorporation of Wichita Treatment Center Inc.
3.263*	Bylaws of Wichita Treatment Center Inc.
3.264*	Certificate of Conversion and Articles of Organization of Williamson Treatment Center, LLC
3.265*	Amended and Restated Operating Agreement of Williamson Treatment Center, LLC
3.266*	Certificate of Incorporation Wilmington Treatment Center, Inc.
3.267*	Bylaws of Wilmington Treatment Center, Inc.
3.268	Articles of Incorporation of Youth and Family Centered Services of New Mexico, Inc. (b)
3.269	Amended and Restated Bylaws of Youth and Family Centered Services of New Mexico, Inc. (b)
3.270*	Certificate of Incorporation of Youth Care of Utah, Inc.
3.271*	Amended and Restated Bylaws of Youth Care of Utah, Inc.
4.1	Indenture, dated as of November 1, 2011, among the Company, the Guarantors named therein and U.S. Bank National Association, as Trustee. (k)
4.2	Supplemental Indenture, dated as of June 17, 2014, to the Indenture, dated as of November 1, 2011, among the Company, the Guarantors named therein and U.S. Bank National Association, as Trustee. (n)
4.3	Form of 12.875% Senior Note due 2018. (Included in Exhibit 4.1)
4.4	Registration Rights Agreement, dated as of November 1, 2011, among the Company, the Guarantors named therein and Jefferies & Company, Inc. (k)
4.5	Indenture, dated as of March 12, 2013, among the Company, the Guarantors named therein and U.S. Bank National Association, as Trustee. (o)
4.6	Form of 6.125% Senior Note due 2021. (Included in Exhibit 4.5)
4.7	Registration Rights Agreement, dated March 12, 2013, among the Company, the Guarantors named therein and Merrill Lynch, Pierce, Fenner & Smith Incorporated. (o)
4.8	Indenture, dated as of July 1, 2014, among the Company, the Guarantors named therein and U.S. Bank National Association, as Trustee. (p)
4.9	Supplemental Indenture, dated as of August 4, 2014, to the Indenture, dated as of July 1, 2014, among the Company, the Guarantors named therein and U.S. Bank National Association, as Trustee. (m)
4.10	Form of 5.125% Senior Note due 2022. (Included in Exhibit 4.8)
4.11	Registration Rights Agreement, dated July 1, 2014, among the Company, the Guarantors named therein and Merrill Lynch, Pierce, Fenner & Smith Incorporated and Jefferies LLC. (p)
4.12	Indenture, dated February 11, 2015, by and among the Company, the guarantors party thereto and U.S. Bank National Association, as Trustee. (q)
4.13	Form of 5.625% Senior Note due 2023 (Included in Exhibit 4.12).
4.14	Registration Rights Agreement, dated February 11, 2015, by and among the Company, the guarantors party thereto and Merrill Lynch, Pierce, Fenner & Smith Incorporated and Jefferies LLC, as Representatives of the Initial Purchasers. (q)
4.15	Stockholders Agreement, dated as of November 1, 2011, by and among the Company and each of the WCP and Management Investors Named therein. (k)
4.16	Amendment, dated as of April 25, 2012, to the Stockholders Agreement, dated as of November 1, 2011, by and among the Company and each of the Waud Capital Partners and management investors named therein. (o)
4.17	Amended and Restated Stockholders Agreement, dated as of October 29, 2014, by and among the Company and each of the stockholders named therein. (j)
4.18	Specimen Acadia Healthcare Company, Inc. Common Stock Certificate to be issued to holders of Acadia Healthcare Company, Inc. Common Stock. (r)
4.19	Amended and Restated Registration Rights Agreement, dated April 1, 2011, by and among Acadia Healthcare Holdings, LLC and the other persons party thereto. (r)
4.20	Second Amended and Restated Registration Rights Agreement, dated as of October 29, 2014, by and among the Company and each of the parties named therein. (j)
4.21	Amendment, dated February 11, 2015, to the Second Amended and Restated Registration Rights Agreement dated as of October 29, 2014, by and among the Company and each of the parties named therein. (q)

Exhibit Number	Description
4.22	Form of Subscription Agreement and Warrant. (s)
5.1*	Opinion of Waller Lansden Dortch & Davis, LLP.
5.2*	Opinion of Lewis Roca Rothgerber LLP.
5.3*	Opinion of Dover Dixon Horne PLLC.
5.4*	Opinion of Austin Stewart, Esq.
5.5*	Opinion of Carlton Fields Jorden Burt, P.A.
5.6*	Opinion of Sanders, Ranck & Skilling, P.C.
5.7*	Opinion of Frost Brown Todd LLC.
5.8*	Opinion of Polsinelli PC.
5.9*	Opinion of Locke Lord LLP.
5.10*	Opinion of Adams and Reese LLP.
5.11*	Opinion of Husch Blackwell LLP.
5.12*	Opinion of Karell Dyre Haney PLLP.
5.13*	Opinion of Ice Miller LLP.
5.14*	Opinion of McAfee & Taft A Professional Corporation.
5.15*	Opinion of Davis Wright Tremaine LLP.
5.16*	Opinion of Meyer, Unkovic & Scott LLP.
5.17*	Opinion of Nelson Mullins Riley & Scarborough LLP.
5.18*	Opinion of McGuire Craddock & Strother, P.C.
5.19*	Opinion of Lindquist & Vennum LLP.
10.1	Amended and Restated Credit Agreement, dated December 31, 2012, 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 (the “Credit Agreement”). (g)
10.2	First Amendment, dated March 11, 2013, to the Credit Agreement. (o)
10.3	Second Amendment, dated June 28, 2013, to the Credit Agreement. (t)
10.4	Third Amendment, dated September 30, 2013, to the Credit Agreement. (u)
10.5	Fourth Amendment, dated February 13, 2014, to the Credit Agreement. (v)
10.6	Fifth Amendment, dated June 16, 2014, to the Credit Agreement. (w)
10.7	Sixth Amendment, dated December 15, 2014, to the Credit Agreement. (x)
10.8	Seventh Amendment, dated February 6, 2015, to the Credit Agreement. (q)
10.9	First Incremental Facility Amendment, dated February 11, 2015, to the Credit Agreement. (q)
10.10	Eighth Amendment, dated April 22, 2015, to the Amended and Restated Credit Agreement. (y)
10.11	Amended and Restated Employment Agreement, dated April 7, 2014, among the Company, Acadia Management Company, Inc. and Joey A. Jacobs. (z)
10.12	Amended and Restated Employment Agreement, dated April 7, 2014, among the Company, Acadia Management Company, Inc. and Brent Turner. (z)
10.13	Amended and Restated Employment Agreement, dated April 7, 2014, among the Company, Acadia Management Company, Inc. and Ronald M. Fincher. z)
10.14	Amended and Restated Employment Agreement, dated April 7, 2014, among the Company, Acadia Management Company, Inc. and Christopher L. Howard. (z)
10.15	Employment Agreement, dated as of May 23, 2011, by and between the Company and Bruce A. Shear. (b)
10.16	Employment Agreement, dated as of April 7, 2014, by and among the Company, Acadia, Management Company, Inc. and David M. Duckworth. (z)
10.17	PHC, Inc.’s 1993 Stock Purchase and Option Plan, as amended December 2002. (aa)
10.18	PHC, Inc.’s 1995 Non-Employee Director Stock Option Plan, as amended December 2002. (aa)
10.19	PHC, Inc.’s 1995 Employee Stock Purchase Plan, as amended December 2002. (aa)
10.20	PHC, Inc.’s 2004 Non-Employee Director Stock Option Plan. (bb)
10.21	PHC, Inc.’s 2005 Employee Stock Purchase Plan. (cc)
10.22	PHC, Inc.’s 2003 Stock Purchase and Option Plan, as amended December 2007. (cc)

10.23	Acadia Healthcare Company, Inc. Incentive Compensation Plan, effective May 23, 2013. (dd)
10.24	Form of Restricted Stock Unit Agreement. (b)

Exhibit Number	Description
10.25	Form of Incentive Stock Option Agreement. (b)
10.26	Form of Non-Qualified Stock Option Agreement. (b)
10.27	Form of Restricted Stock Agreement. (b)
10.28	Form of Stock Appreciation Rights Agreement. (b)
10.29	Acadia Healthcare Company, Inc. Nonqualified Deferred Compensation Plan, effective February 1, 2013. (ee)
10.30	Nonmanagement Director Compensation Program, effective January 1, 2013. (ee)
10.31	Form of Indemnification Agreement (for directors and officers affiliated with Waud Capital Partners or Bain Capital). (k)
10.32	Form of Indemnification Agreement (for directors and officers not affiliated with Waud Capital Partners or Bain Capital). (k)
10.33	Underwriting Agreement, dated December 6, 2012, by and among the Company, the selling stockholders named in Schedule B thereof and Merrill Lynch, Pierce, Fenner & Smith Incorporated, Citigroup Global Markets Inc. and Jefferies & Company, Inc., as representatives of the several underwriters named therein. (ff)
10.34	Purchase Agreement, dated March 7, 2013, by and among the Company, the Guarantors and Merrill Lynch, Pierce, Fenner & Smith Incorporated as representative of the initial purchasers named therein. (o)
10.35	Underwriting Agreement, dated June 11, 2014 by and among the Company, Merrill Lynch, Pierce, Fenner & Smith Incorporated and Jefferies LLC, as representatives of the several underwriters named therein, and the Selling Stockholder. (gg)
10.36	Purchase Agreement, dated June 17, 2014, by and among the Company, the Guarantors, Merrill Lynch, Pierce, Fenner & Smith Incorporated and Jefferies LLC as representative of the initial purchasers named therein. (n)
10.37	Purchase Agreement, dated February 5, 2015, by and among the Company, the guarantors, Merrill Lynch, Pierce, Fenner & Smith Incorporated and Jefferies LLC as representatives of the initial purchasers named therein. (hh)
10.38	Underwriting Agreement, dated May 5, 2015, by and among Acadia and Merrill Lynch, Pierce, Fenner & Smith Incorporated and Jefferies LLC, as representatives of the several underwriters named therein. (ii)
12.1*	Computation of Ratio of Earnings to Fixed Charges.
21.1*	List of Subsidiaries of Acadia.
23.1	Consent of Waller Lansden Dortch & Davis, LLP *(Included in Exhibit 5.1)*.
23.2	Consent of Lewis Roca Rothgerber LLP *(Included in Exhibit 5.2)*.
23.3	Consent of Dover Dixon Horne PLLC *(Included in Exhibit 5.3)*.
23.4	Consent of Austin Stewart, Esq. *(Included in Exhibit 5.4)*.
23.5	Consent of Carlton Fields Jorden Burt, P.A. *(Included in Exhibit 5.5)*.
23.6	Consent of Sanders, Ranck & Skilling, P.C. *(Included in Exhibit 5.6)*.
23.7	Consent of Frost Brown Todd LLC *(Included in Exhibit 5.7)*.
23.8	Consent of Polsinelli PC *(Included in Exhibit 5.8)*.
23.9	Consent of Locke Lord LLP *(Included in Exhibit 5.9)*.
23.10	Consent of Adams and Reese LLP *(Included in Exhibit 5.10)*.
23.11	Consent of Husch Blackwell LLP *(Included in Exhibit 5.11)*.
23.12	Consent of Karell Dyre Haney PLLP *(Included in Exhibit 5.12)*.
23.13	Consent of Ice Miller LLP *(Included in Exhibit 5.13)*.
23.14	Consent of McAfee & Taft A Professional Corporation *(Included in Exhibit 5.14)*.
23.15	Consent of Davis Wright Tremaine LLP *(Included in Exhibit 5.15)*.
23.16	Consent of Meyer, Unkovic & Scott LLP *(Included in Exhibit 5.16)*.
23.17	Consent of Nelson Mullins Riley & Scarborough LLP *(Included in Exhibit 5.17)*.
23.18	Consent of McGuire Craddock & Strother, P.C. *(Included in Exhibit 5.18)*.
23.19	Consent of Lindquist & Vennum LLP *(Included in Exhibit 5.19)*.
23.20*	Consent of Ernst & Young LLP.
23.21*	Consent of PricewaterhouseCoopers LLP.

Exhibit Number	Description
23.22*	Consent of Deloitte & Touche LLP.
23.23*	Consent of Deloitte & Touche LLP.
24.1	Powers of Attorney *(Included on the Signature Pages to this registration statement)*.
25.1*	Statement of Eligibility of Trustee on Form T-1 under the Trust Indenture Act of 1939 of U.S. Bank National Association.
99.1*	Form of Letter of Transmittal.
99.2*	Form of Notice of Guaranteed Delivery.
99.3*	Form of Letter to DTC participants regarding the Exchange Offer.
99.4*	Form of Letter to beneficial owners of the Outstanding Notes regarding the Exchange Offer.

* Filed herewith.
(a) Incorporated by reference to exhibits filed with PHC, Inc.'s Current Report on Form 8-K filed May 25, 2011 (File No. 001-33323).
(b) Incorporated by reference to exhibits filed with the Company's registration statement on Form S-4, as amended (File No. 333-175523), originally filed with the SEC on July 13, 2011.
(c) Incorporated by reference to exhibits filed with PHC, Inc.'s Current Report on Form 8-K filed March 18, 2011 (File No. 001-33323).
(d) Incorporated by reference to exhibits filed with the Company's Current Report on Form 8-K filed January 5, 2012 (File No. 001-35331).
(e) Incorporated by reference to exhibits filed with the Company's Current Report on Form 8-K filed September 4, 2012 (File No. 001-35331).
(f) Incorporated by reference to exhibits filed with the Company's Current Report on Form 8-K filed November 27, 2012 (File No. 001-35331).
(g) Incorporated by reference to exhibits filed with the Company's Current Report on Form 8-K filed January 2, 2013 (File No. 001-35331).
(h) Incorporated by reference to exhibits filed with the Company's Current Report on Form 8-K filed April 4, 2013 (File No. 001-35331).
(i) Incorporated by reference to exhibits filed with the Company's Current Report on Form 8-K filed June 6, 2014 (File No. 001-35331).
(k) Incorporated by reference to exhibits filed with the Company's Current Report on Form 8-K filed November 1, 2011 (File No. 001-35331).
(j) Incorporated by reference to exhibits filed with the Company's Current Report on Form 8-K filed October 30, 2014 (File No. 001-35331).
(l) Incorporated by reference to exhibits filed with the Company's registration statement on Form S-4 filed March 6, 2014 (File No. 333-194372).
(m) Incorporated by reference to exhibits filed with the Company's registration statement on Form S-4 filed August 8, 2014 (File No. 333-198004).
(n) Incorporated by reference to exhibits filed with the Company's Current Report on Form 8-K filed June 18, 2014 (File No. 001-35331).
(o) Incorporated by reference to exhibits filed with the Company's Current Report on Form 8-K filed March 12, 2013 (File No. 001-35331).
(p) Incorporated by reference to exhibits filed with the Company's Current Report on Form 8-K filed July 2, 2014 (File No. 001-35331).
(q) Incorporated by reference to exhibits filed with the Company's Current Report on Form 8-K filed February 12, 2015 (File No. 001-35331).
(r) Incorporated by reference to exhibits filed with the Company's registration statement on Form S-1, as amended (File No. 333-178179), originally filed with the SEC on November 23, 2011.
(s) Incorporated by reference to exhibits filed with PHC, Inc.'s Current Report on Form 8-K filed May 13, 2004 (File No. 000-22916).
(t) Incorporated by reference to exhibits filed with the Company's Quarterly Report on Form 10-Q for the three months ended June 30, 2013 (File No. 001-35331).
(u) Incorporated by reference to exhibits filed with the Company's Quarterly Report on Form 10-Q for the three months ended September 30, 2013 (File No. 001-35331).

(v) Incorporated by reference to exhibits filed with the Company's Current Report on Form 8-K filed February 19, 2014 (File No. 001-35331).
(w) Incorporated by reference to exhibits filed with the Company's Current Report on Form 8-K filed June 17, 2014 (File No. 001-35331).
(x) Incorporated by reference to exhibits filed with the Company's Current Report on Form 8-K filed December 15, 2014 (File No. 001-35331).
(y) Incorporated by reference to exhibits filed with the Company's Quarterly Report on Form 10-Q for the three months ended March 31, 2015 (File No. 001-35331).
(z) Incorporated by reference to exhibits filed with the Company's Current Report on Form 8-K filed April 11, 2014 (File No. 001-35331).
(aa) Incorporated by reference to exhibits filed with PHC, Inc.'s registration statement on Form S-8 filed January 8, 2003 (File No. 333-102402).
(bb) Incorporated by reference to exhibits filed with PHC, Inc.'s registration statement on Form S-8 filed April 5, 2005 (File No. 333-123842).
(cc) Incorporated by reference to exhibits filed with PHC, Inc.'s registration statement on Form S-8 filed March 6, 2008 (File No. 333-149579).
(dd) Incorporated by reference to exhibits filed with the Company's registration statement on Form S-8 filed July 30, 2013 (File No. 333-190232).
(ee) Incorporated by reference to exhibits filed with the Company's Quarterly Report on Form 10-Q for the three months ended March 31, 2013 (File No. 001-35331).
(ff) Incorporated by reference to exhibits filed with the Company's Current Report on Form 8-K filed December 7, 2012 (File No. 001-35331).
(gg) Incorporated by reference to exhibits filed with the Company's Current Report on Form 8-K filed June 12, 2014 (File No. 001-35331).
(hh) Incorporated by reference to exhibits filed with the Company's Current Report on Form 8-K filed February 6, 2015 (File No. 001-35331).
(ii) Incorporated by reference to exhibits filed with the Company's Current Report on Form 8-K filed May 6, 2015 (File No. 001-35331).

Exhibit 3.13

ARTICLES OF INCORPORATION

OF

ADVANCED TREATMENT SYSTEMS, INC.

The undersigned, being an individual, does hereby act as incorporator in adopting the following Articles of Incorporation for the purpose of organizing a corporation authorized by law to issue shares, pursuant to the provisions of the Virginia Stock Corporation Act, Chapter 9 of Title 13.1 of the Code of Virginia.

FIRST: The corporate name for the corporation (hereinafter called the "Corporation") is Advanced Treatment Systems, Inc.

SECOND: The number of shares which the corporation is authorized to issued is 5,000, all of which are of a par value of $0.01 dollars each and are of the same class and are to be Common shares.

THIRD: The post office address with street number, if any, of the initial registered office of the corporation in the Commonwealth of Virginia is 1175 Herndon Parkway, Suite 250, Herndon, Virginia 20170. The county or city in the Commonwealth of Virginia in which the said registered office of the Corporation is located is the County of Fairfax.

The name of the initial registered agent of the corporation at the said registered office is Steven M. Levine. The said initial registered agent meets the requirements of Section 13.1-619 of the Virginia Stock Corporation Act, inasmuch as he is a resident of the Commonwealth of Virginia and an of the Corporation. The business office of the said registered agent of the Corporation is identical with the said registered office of the Corporation. Registered agent is an director of the corporation

FOURTH: No preemptive rights are granted.

FIFTH: The purpose for which the corporation is organized, which shall include the transaction of any or all lawful business for which corporations may be incorporated under the provisions of the Virginia Stock Corporation Act.

SIXTH: The name and the address of the individuals who are to serve as the initial directors of the Corporation are:

Jerome E. Rhodes	1175 Herndon Parkway, Suite 250 Herndon, Virginia 20170
Howard C. Landis	1175 Herndon Parkway, Suite 250 Herndon, Virginia 20170
Raymond R. Rafferty	1175 Herndon Parkway, Suite 250 Herndon, Virginia 20170

SEVENTH: The duration of the corporation shall be perpetual.

EXECUTED, effective this 11th day of August 1997.

/s/ Ellen J. Grossman

Ellen J. Grossman, Incorporator

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

August 15, 1997

The State Corporation Commission has found the accompanying articles submitted on behalf of

ADVANCED TREATMENT SYSTEMS, INC.

to comply with the requirements of law, and confirms payment of all related fees.

Therefore, it is ORDERED that this

CERTIFICATE OF INCORPORATION

be issued and admitted to record with the articles of incorporation in the Office of the Clerk of the Commission, effective August 15, 1997.

The corporation is granted the authority conferred on it by law in accordance with the articles, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By 
Commissioner

CORPACPT
CIS20317
97-08-15-0508

Exhibit 3.14

ADVANCED TREATMENT SYSTEMS, INC.

BYLAWS

ARTICLE I - STOCKHOLDERS

Section 1. Annual Meeting.

An annual meeting of the stockholders, for the election of directors to succeed those whose terms expire and for the transaction of such other business as may properly come before the meeting, shall be held at ten o'clock a.m. or such other time as is determined by the Board of Directors, on such date (other than a Saturday, Sunday or legal holiday) as is determined by the Board of Directors, which date shall be within thirteen (13) months subsequent to the later of the date of incorporation or the last annual meeting of stockholders, and at such place as the Board of Directors shall each year fix.

Section 2. Special Meetings.

Subject to the rights of the holders of any class or series of preferred stock of the Corporation, special meetings of stockholders of the Corporation may be called only by the Board of Directors pursuant to a resolution adopted by a majority of the total number of directors authorized. Special meetings of the stockholders may be held at such place within or without the Commonwealth of Virginia as may be stated in such resolution.

Section 3. Notice of Meetings.

Written notice of the place, date, and time of all meetings of the stockholders shall be given, not less than ten (10) nor more than sixty (60) days before the date on which the meeting is to be held, to each stockholder entitled to vote at such meeting, except as otherwise provided herein or required by law (meaning, here and hereinafter, as required from time to time by the Virginia Stock Corporation Act or the Articles of Incorporation of the Corporation).

When a meeting is adjourned to another place, date or time, written notice need not be given of the adjourned meeting if the place, date and time thereof are announced at the meeting at which the adjournment is taken; provided, however, that if the date of any adjourned meeting is more than thirty (30) days after the date for which the meeting was originally noticed, or if a new record date is fixed for the adjourned meeting, written notice of the place, date, and time of the adjourned meeting shall be given in conformity herewith. At any adjourned meeting, any business may be transacted which might have been transacted at the original meeting.

Section 4. Quorum.

At any meeting of the stockholders, the holders of a majority of all of the shares of the stock entitled to vote at the meeting, present in person or by proxy, shall constitute a quorum for all purposes, unless or except to the extent that the presence of a larger number may be required by law. Where a separate vote by a class or classes is required, a majority of the shares of such class or classes present in person or represented by proxy shall constitute a quorum entitled to take action with respect to that vote on that matter.

If a quorum shall fail to attend any meeting, the chairman of the meeting or the holders of a majority of the shares of stock entitled to vote who are present, in person or by proxy, may adjourn the meeting to another place, date, or time.

Section 5. Organization.

The Chairman of the Board of Directors or, in his or her absence, such person as the Board of Directors may have designated or, in his or her absence, the chief executive officer of the Corporation or, in his or her absence, such person as may be chosen by the holders of a majority of the shares entitled to vote who are present, in person or by proxy, shall call to order any meeting of the stockholders and act as chairman of the meeting. In the absence of the Secretary of the Corporation, the secretary of the meeting shall be such person as the chairman of the meeting appoints.

Section 6. Conduct of Business.

The Chairman of the Board of Directors or his or her designee or, if neither the Chairman of the Board nor his or her designee is present at the meeting, then a person appointed by a majority of the Board of Directors, shall preside at, and act as chairman of, any meeting of the stockholders. The chairman of any meeting of stockholders shall determine the order of business and the procedures at the meeting, including such regulation of the manner of voting and the conduct of discussion as he or she deems to be appropriate.

Section 7. Proxies and Voting.

At any meeting of the stockholders, every stockholder entitled to vote may vote in person or by proxy authorized by an instrument in writing filed in accordance with the procedure established for the meeting.

Each stockholder shall have one (1) vote for every share of stock entitled to vote which is registered in his or her name on the record date for the meeting, except as otherwise provided herein or required by law.

All voting, including on the election of directors but excepting where otherwise required by law, may be by a voice vote; provided, however, that upon demand therefor by a stockholder entitled to vote or his or her proxy, a vote by ballot shall be taken.

Except as otherwise provided in the terms of any class or series of preferred stock of the Corporation, all elections shall be determined by a plurality of the votes cast, and except as otherwise required by law, all other matters shall be determined by a majority of the votes cast.

Section 8. Action Without Meeting.

Any action required to be taken at any annual or special meeting of stockholders, or any action which may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be (1) signed and dated by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and (2) delivered to the Corporation within sixty (60) days of the earliest dated consent by delivery to its registered office in the Commonwealth of Virginia (in which case delivery shall be by hand or by certified or registered mail, return receipt requested), its principal place of business, or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

Section 9. Stock List.

A complete list of stockholders entitled to vote at any meeting of stockholders, arranged in alphabetical order for each class of stock and showing the address of each such stockholder and the number of shares registered in his or her name, shall be open to the examination of any such stockholder, for any purpose germane to the meeting, during ordinary business hours for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or if not so specified, at the place where the meeting is to be held.

The stock list shall also be kept at the place of the meeting during the whole time thereof and shall be open to the examination of any such stockholder who is present. Such list shall presumptively determine the identity of the stockholders entitled to vote at the meeting and the number of shares held by each of them.

ARTICLE II - BOARD OF DIRECTORS

Section 1. Number, Election, Tenure and Qualification.

The number of directors which shall constitute the whole board shall be determined by resolution of the Board of Directors or by the stockholders at the annual meeting or at any special meeting of stockholders. The directors shall be elected at the annual meeting or at any special meeting of the stockholders, except as provided in Section 2 of this Article, and each director elected shall hold office until his or her successor is elected and qualified, unless sooner displaced. Directors need not be stockholders.

Section 2. Vacancies and Newly Created Directorships.

Subject to the rights of the holders of any class or series of preferred stock of the Corporation to elect directors, newly created directorships resulting from any increase in the authorized number of directors or any vacancies in the Board of Directors resulting from death, resignation, retirement, disqualification, removal from office or other cause may be filled only by a majority vote of the directors then in office, though less than a quorum, or the sole remaining director. No decrease in the number of authorized directors constituting the Board of Directors shall shorten the term of any incumbent director.

Section 3. Resignation and Removal.

Any director may resign at any time upon written notice to the Corporation at its principal place of business or to the chief executive officer or secretary. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event. Any director or the entire Board of Directors may be removed, with or without cause, by the holders of a majority of the shares then entitled to vote at an election of directors, unless otherwise specified by law or the Certificate of Incorporation.

Section 4. Regular Meetings.

Regular meetings of the Board of Directors shall be held at such place or places, on such date or dates, and at such time or times as shall have been established by the Board of Directors and publicized among all directors. A written notice of each regular meeting shall not be required.

Section 5. Special Meetings.

Special meetings of the Board of Directors may be called by the Chairman of the Board of Directors, if any, the President, the Treasurer, the Secretary or one or more of the directors then in office and shall be held at such place, on such date, and at such time as they or he or she shall fix. Notice of the place, date, and time of each such special meeting shall be given

each director by whom it is not waived by mailing written notice not less than three (3) days before the meeting or orally, by telegraph, telex, cable or telecopy given not less than twenty-four (24) hours before the meeting. Unless otherwise indicated in the notice thereof, any and all business may be transacted at a special meeting.

Section 6. Quorum.

At any meeting of the Board of Directors, a majority of the total number of members of the Board of Directors shall constitute a quorum for all purposes. If a quorum shall fail to attend any meeting, a majority of those present may adjourn the meeting to another place, date, or time, without further notice or waiver thereof.

Section 7. Action by Consent.

Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all members of the Board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board or committee.

Section 8. Participation in Meetings By Conference Telephone.

Members of the Board of Directors, or of any committee thereof, may participate in a meeting of such Board or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other and such participation shall constitute presence in person at such meeting.

Section 9. Conduct of Business.

At any meeting of the Board of Directors, business shall be transacted in such order and manner as the Board may from time to time determine, and all matters shall be determined by the vote of a majority of the directors present, except as otherwise provided herein or required by law.

Section 10. Powers.

The Board of Directors may, except as otherwise required by law, exercise all such powers and do all such acts and things as may be exercised or done by the Corporation, including, without limiting the generality of the foregoing, the unqualified power:

(1) To declare dividends from time to time in accordance with law;

(2) To purchase or otherwise acquire any property, rights or privileges on such terms as it shall determine;

(3) To authorize the creation, making and issuance, in such form as it may determine, of written obligations of every kind, negotiable or non-negotiable, secured or unsecured, to borrow funds and guarantee obligations, and to do all things necessary in connection therewith;

(4) To remove any officer of the Corporation with or without cause, and from time to time to devolve the powers and duties of any officer upon any other person for the time being;

(5) To confer upon any officer of the Corporation the power to appoint, remove and suspend subordinate officers, employees and agents;

(6) To adopt from time to time such stock, option, stock purchase, bonus or other compensation plans for directors, officers, employees and agents of the Corporation and its subsidiaries as it may determine;

(7) To adopt from time to time such insurance, retirement, and other benefit plans for directors, officers, employees and agents of the Corporation and its subsidiaries as it may determine; and,

(8) To adopt from time to time regulations, not inconsistent with these Bylaws, for the management of the Corporation's business and affairs.

Section 11. Compensation of Directors.

Directors, as such, may receive, pursuant to a resolution of the Board of Directors, fixed fees and other compensation for their services as directors, including, without limitation, their services as members of committees of the Board of Directors.

ARTICLE III - COMMITTEES

Section 1. Committees of the Board of Directors.

The Board of Directors, by a vote of a majority of the Board of Directors, may from time to time designate committees of the Board, with such lawfully delegable powers and duties as it thereby confers, to serve at the pleasure of the Board and shall, for those committees and any others provided for herein, elect a director or directors to serve as the member or members, designating, if it desires, other directors as alternate members who may replace any absent or disqualified member at any meeting of the committee. Any such committee, to the extent

provided in the resolution of the Board of Directors, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to amending the Certificate of Incorporation, adopting an agreement of merger or consolidation, recommending to the stockholders the sale, lease or exchange of all or substantially all of the Corporation's property and assets, recommending to the stockholders a dissolution of the Corporation or a revocation of a dissolution, or amending the Bylaws of the Corporation. Any committee so designated may exercise the power and authority of the Board of Directors to declare a dividend, to authorize the issuance of stock or to adopt a certificate of ownership and merger if the resolution which designates the committee or a supplemental resolution of the Board of Directors shall so provide. In the absence or disqualification of any member of any committee and any alternate member in his or her place, the member or members of the committee present at the meeting and not disqualified from voting, whether or not he or she or they constitute a quorum, may by unanimous vote appoint another member of the Board of Directors to act at the meeting in the place of the absent or disqualified member.

Section 2. Conduct of Business.

Each committee may determine the procedural rules for meeting and conducting its business and shall act in accordance therewith, except as otherwise provided herein or required by law. Adequate provision shall be made for notice to members of all meetings; one-third (1/3) of the members shall constitute a quorum; and all matters shall be determined by a majority vote of the members present. Action may be taken by any committee without a meeting if all members thereof consent thereto in writing, and the writing or writings are filed with the minutes of the proceedings of such committee.

ARTICLE IV - OFFICERS

Section 1. Enumeration.

The officers of the Corporation shall be the President, the Treasurer, the Secretary and such other officers as the Board of Directors or the Chairman of the Board may determine, including, but not limited to, the Chairman of the Board of Directors, one or more Vice Presidents, Assistant Treasurers and Assistant Secretaries.

Section 2. Election.

The Chairman of the Board, if any, the President, the Treasurer and the Secretary shall be elected annually by the Board of Directors at their first meeting following the annual meeting of the stockholders. The Board of Directors or the Chairman of the Board, if any, may, from time to time, elect or appoint such other officers as it or he or she may determine, including, but not limited to, one or more Vice Presidents, Assistant Treasurers and Assistant Secretaries.

Section 3. Qualification.

No officer need be a stockholder. The Chairman of the Board, if any, and any Vice Chairman appointed to act in the absence of the Chairman, if any, shall be elected by and from the Board of Directors, but no other officer need be a director. Two or more offices may be held by any one person. If required by vote of the Board of Directors, an officer shall give bond to the Corporation for the faithful performance of his or her duties, in such form and amount and with such sureties as the Board of Directors may determine. The premiums for such bonds shall be paid by the Corporation.

Section 4. Tenure and Removal.

Each officer elected or appointed by the Board of Directors shall hold office until the first meeting of the Board of Directors following the next annual meeting of the stockholders and until his or her successor is elected or appointed and qualified, or until he or she dies, resigns, is removed or becomes disqualified, unless a shorter term is specified in the vote electing or appointing said officer. Each officer appointed by the Chairman of the Board, if any, shall hold office until his or her successor is elected or appointed and qualified, or until he or she dies, resigns, is removed or becomes disqualified, unless a shorter term is specified by any agreement or other instrument appointing such officer. Any officer may resign by giving written notice of his or her resignation to the Chairman of the Board, if any, the President, or the Secretary, or to the Board of Directors at a meeting of the Board, and such resignation shall become effective at the time specified therein. Any officer elected or appointed by the Board of Directors may be removed from office with or without cause by vote of a majority of the directors. Any officer appointed by the Chairman of the Board, if any, may be removed with or without cause by the Chairman of the Board.

Section 5. Chairman of the Board.

The Chairman of the Board, if any, shall preside at all meetings of the Board of Directors and stockholders at which he or she is present and shall have such authority and perform such duties as may be prescribed by these Bylaws or from time to time be determined by the Board of Directors. The Chairman of the Board shall also have the power and authority to determine the compensation and duties of all officers, employees and agents of the Corporation.

Section 6. President.

The President shall, subject to the control and direction of the Board of Directors, have and perform such powers and duties as may be prescribed by these Bylaws or from time to time be determined by the Board of Directors.

Section 7. Vice Presidents.

The Vice Presidents, if any, in the order of their election, or in such other order as the Board of Directors may determine, shall have and perform the powers and duties of the President (or such of the powers and duties as the Board of Directors may determine) whenever the President is absent or unable to act. The Vice Presidents, if any, shall also have such other powers and duties as may from time to time be determined by the Board of Directors.

Section 8. Treasurer and Assistant Treasurers.

The Treasurer shall, subject to the control and direction of the Board of Directors, have and perform such powers and duties as may be prescribed in these Bylaws or be determined from time to time by the Board of Directors. All property of the Corporation in the custody of the Treasurer shall be subject at all times to the inspection and control of the Board of Directors. Unless otherwise voted by the Board of Directors, each Assistant Treasurer, if any, shall have and perform the powers and duties of the Treasurer whenever the Treasurer is absent or unable to act, and may at any time exercise such of the powers of the Treasurer, and such other powers and duties, as may from time to time be determined by the Board of Directors.

Section 9. Secretary and Assistant Secretaries.

The Board of Directors shall appoint a Secretary and, in his or her absence, an Assistant Secretary. The Secretary or, in his or her absence, any Assistant Secretary, shall attend all meetings of the directors and shall record all votes of the Board of Directors and minutes of the proceedings at such meetings. The Secretary or, in his or her absence, any Assistant Secretary, shall notify the directors of their meetings, and shall have and perform such other powers and duties as may from time to time be determined by the Board of Directors. If the Secretary or an Assistant Secretary is elected but is absent from any meeting of directors, a temporary secretary may be appointed by the directors at the meeting

Section 10. Bond.

If required by the Board of Directors, any officer shall give the Corporation a bond in such sum and with such surety or sureties and upon such terms and conditions as shall be satisfactory to the Board of Directors, including without limitation a bond for the faithful performance of the duties of his office and for the restoration to the Corporation of all books, papers, vouchers, money and other property of whatever kind in his or her possession or under his control and belonging to the Corporation.

Section 11. Action with Respect to Securities of Other Corporations.

Unless otherwise directed by the Board of Directors, the President, the Treasurer or any officer of the Corporation authorized by the President shall have power to vote and otherwise

act on behalf of the Corporation, in person or by proxy, at any meeting of stockholders of or with respect to any action of stockholders of any other corporation in which this Corporation may hold securities and otherwise to exercise any and all rights and powers which this Corporation may possess by reason of its ownership of securities in such other corporation.

ARTICLE V - STOCK

Section 1. Certificates of Stock.

Each stockholder shall be entitled to a certificate signed by, or in the name of the Corporation by the Chairman of the Board of Directors, or the President or a Vice President, and by the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary, certifying the number of shares owned by him or her. Any or all of the signatures on the certificate may be by facsimile.

Section 2. Transfers of Stock.

Transfers of stock shall be made only upon the transfer books of the Corporation kept at an office of the Corporation or by transfer agents designated to transfer shares of the stock of the Corporation. Except where a certificate is issued in accordance with Section 4 of this Article of these Bylaws, an outstanding certificate for the number of shares involved shall be surrendered for cancellation before a new certificate is issued therefor.

Section 3. Record Date.

In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders, or to receive payment of any dividend or other distribution or allotment of any rights or to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date on which the resolution fixing the record date is adopted and which record date shall not be more than sixty (60) nor less than ten (10) days before the date of any meeting of stockholders, nor more than sixty (60) days prior to the time for such other action as hereinbefore described; provided, however, that if no record date is fixed by the Board of Directors, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held, and, for determining stockholders entitled to receive payment of any dividend or other distribution or allotment of rights or to exercise any rights of change, conversion or exchange of stock or for any other purpose, the record date shall be at the close of business on the day on which the Board of Directors adopts a resolution relating thereto.

A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 4. Lost, Stolen or Destroyed Certificates.

In the event of the loss, theft or destruction of any certificate of stock, another may be issued in its place pursuant to such regulations as the Board of Directors may establish concerning proof of such loss, theft or destruction and concerning the giving of a satisfactory bond or bonds of indemnity.

Section 5. Regulations.

The issue, transfer, conversion and registration of certificates of stock shall be governed by such other regulations as the Board of Directors may establish.

Section 6. Interpretation.

The Board of Directors shall have the power to interpret all of the terms and provisions of these Bylaws, which interpretation shall be conclusive.

ARTICLE VI - NOTICES

Section 1. Notices.

Except as otherwise specifically provided herein or required by law, all notices required to be given to any stockholder, director, officer, employee or agent shall be in writing and may in every instance be effectively given by hand delivery to the recipient thereof, by depositing such notice in the mail, postage paid, or by sending such notice by courier service, prepaid telegram or mailgram, or telecopy, cable, or telex. Any such notice shall be addressed to such stockholder, director, officer, employee or agent at his or her last known address as the same appears on the books of the Corporation. The time when such notice is received, if hand delivered, or dispatched, if delivered through the mail or by courier, telegram, mailgram, telecopy, cable, or telex shall be the time of the giving of the notice.

Section 2. Waiver of Notice.

A written waiver of any notice, signed by a stockholder, director, officer, employee or agent, whether before or after the time of the event for which notice is to be given, shall be deemed equivalent to the notice required to be given to such stockholder, director, officer, employee or agent. Neither the business nor the purpose of any meeting need be specified in

such a waiver. Attendance of a director or stockholder at a meeting without protesting prior thereto or at its commencement the lack of notice shall also constitute a waiver of notice by such director or stockholder.

ARTICLE VII - INDEMNIFICATION

Section 1. Actions other than by or in the Right of the Corporation.

The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he or she is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceedings, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

Section 2. Actions by or in the Right of the Corporation.

The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he or she is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such proper court shall deem proper.

Section 3. Success on the Merits.

To the extent that any person described in Section 1 or Section 2 of this Article has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in said Sections, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

Section 4. Specific Authorization.

Any indemnification under Section 1 or Section 2 of this Article (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of any person described in said Sections is proper in the circumstances because he or she has met the applicable standard of conduct set forth in said Sections. Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (3) by the stockholders of the Corporation.

Section 5. Advance Payment.

Expenses incurred in defending any civil, criminal, administrative, or investigative action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of any person described in said Section to repay such amount if it shall ultimately be determined that he or she is not entitled to indemnification by the Corporation as authorized in this Article.

Section 6. Non-Exclusivity.

The indemnification and advancement of expenses provided by, or granted pursuant to, the other Sections of this Article shall not be deemed exclusive of any other rights to which those provided indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office.

Section 7. Insurance.

The Board of Directors may authorize, by a vote of the majority of the full board, the Corporation to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and

incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the corporation would have the power to indemnify him or her against such liability under the provisions of this Article.

Section 8. Continuation of Indemnification and Advancement of Expenses.

The indemnification and advancement of expenses provided by, or granted pursuant to, this Article shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 9. Severability.

If any word, clause or provision of this Article or any award made hereunder shall for any reason be determined to be invalid, the provisions hereof shall not otherwise be affected thereby but shall remain in full force and effect.

Section 10. Intent of Article.

The intent of this Article is to provide for indemnification and advancement of expenses to the fullest extent permitted by the Virginia Stock Corporation Act. To the extent that such Section or any successor section may be amended or supplemented from time to time, this Article shall be amended automatically and construed so as to permit indemnification and advancement of expenses to the fullest extent from time to time permitted by law.

ARTICLE VIII - CERTAIN TRANSACTIONS

Section 1. Transactions with Interested Parties.

No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association, or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board or committee thereof which authorizes the contract or transaction or solely because the votes of such director or officer are counted for such purpose, if:

(a) The material facts as to his or her relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or

(b) The material facts as to his or her relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or

(c) The contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof, or the stockholders.

Section 2. Quorum.

Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IX - MISCELLANEOUS

Section 1. Facsimile Signatures.

In addition to the provisions for use of facsimile signatures elsewhere specifically authorized in these Bylaws, facsimile signatures of any officer or officers of the Corporation may be used whenever and as authorized by the Board of Directors or a committee thereof.

Section 2. Corporate Seal.

The Board of Directors may provide a suitable seal, containing the name of the Corporation, which seal shall be in the charge of the Secretary. If and when so directed by the Board of Directors or a committee thereof, duplicates of the seal may be kept and used by the Treasurer or by an Assistant Secretary or Assistant Treasurer.

Section 3. Reliance upon Books, Reports and Records.

Each director, each member of any committee designated by the Board of Directors, and each officer of the Corporation shall, in the performance of his or her duties, be fully protected in relying in good faith upon the books of account or other records of the Corporation and upon such information, opinions, reports or statements presented to the Corporation by any of its officers or employees, or committees of the Board of Directors so designated, or by any other person as to matters which such director or committee member reasonably believes are within such other person’s professional or expert competence and who has been selected with reasonable care by or on behalf of the Corporation.

Section 4. Fiscal Year.

Except as otherwise determined by the Board of Directors from time to time, the fiscal year of the Corporation shall end on the last day of September of each year.

Section 5. Time Periods.

In applying any provision of these Bylaws which requires that an act be done or not be done a specified number of days prior to an event or that an act be done during a period of a specified number of days prior to an event, calendar days shall be used, the day of the doing of the act shall be excluded, and the day of the event shall be included.

ARTICLE X - AMENDMENTS

These Bylaws may be amended, added to, rescinded or repealed by the stockholders or by the Board of Directors, when such power is conferred upon the Board of Directors by the Certificate of Incorporation, at any meeting of the stockholders or of the Board of Directors, provided notice of the proposed change was given in the notice of the meeting or, in the case of a meeting of the Board of Directors, in a notice given not less than two (2) days prior to the meeting.

STATE OF ARKANSAS

SECRETARY OF STATE

Mark Martin
ARKANSAS SECRETARY OF STATE

To All to Whom These Presents Shall Come, Greetings:

I, Mark Martin, Arkansas Secretary of State of Arkansas, do hereby certify that the following and hereto attached instrument of writing is a true and perfect copy of

Articles of Conversion

of

ASCENT ACQUISITION CORPORATION-CYPDC

converting to

ASCENT ACQUISITION - CYPDC, LLC

filed in this office December 31, 2014.

In Testimony Whereof, I have hereunto set my hand and affixed my official Seal. Done at my office in the City of Little Rock, this 31st day of December, 2014.

SEAL OF THE SECRETARY OF STATE ARKANSAS

Mark Martin

Arkansas Secretary of State

Arkansas Secretary of State

Mark Martin
State Capitol • Little Rock, Arkansas 72201-1094
501-682-3409 • www.sos.arkansas.gov
Business & Commercial Services, 250 Victory Building, 1401 W. Capitol, Little Rock

ARTICLES OF CONVERSION

ACT 408 OF 2009
(PLEASE TYPE OR PRINT CLEARLY IN INK)

The undersigned hereby state:

Ascent Acquisition Corporation - CYPDC
Name of the entity converting from

Corporation — Type of entity converting from
Arkansas — Jurisdiction

Is converting to: Ascent Acquisition - CYPDC, LLC
Name of entity

Limited Liability Company — Type of entity converting to
Arkansas — Jurisdiction

- The conversion has been approved as required by Arkansas law; and
- That the conversion has been approved as required by the governing statute of the converted organization; and
- That the converted organization has filed a statement appointing an agent for service of process under § 4-20-112 if the converted organization is a nonfiling or nonqualified foreign entity; and
- That a copy of the plan of conversion is attached or a copy of the plan of conversion is on file at the office located at: 830 Crescent Centre Drive, Suite 610, Franklin, TN 37067 ;
- And that the effective date of conversion is December 31, 2014 at 10:58 p.m. CST .

I understand that knowingly signing a false document with the intent to file with the Arkansas Secretary of State is a Class C misdemeanor and is punishable by a fine up to $100.00 and/or imprisonment up to 30 days.

Executed this 23rd (Day) day of December (Month), 2014 (Year).

Signature of Authorizing Officer

Christopher L. Howard, Vice President and Secretary
Authorizing Officer and Title of Officer (Type or Print)

These Articles of Conversion must be filed in conjunction with an initial filing appropriate for the specific converted entity type

Filing Fee: Partnership $15.00, Limited Liability Company $25.00, Corporation $50.00

Art_Conv Rev 12/2009

Arkansas Secretary of State

Mark Martin
State Capitol • Little Rock, Arkansas 72201-1094
501-682-3409 • www.sos.arkansas.gov
Business & Commercial Services, 250 Victory Building, 1401 W. Capitol, Little Rock

Articles of Organization for Limited Liability Company

(PLEASE TYPE OR PRINT CLEARLY IN INK)

The undersigned authorized manager or member or person forming this Limited Liability Company under the Small Business Entity Tax Pass Through Act, Act 1003 of 1993, adopts the following Articles of Organization of such Limited Liability Company:

1. The Name of the Limited Liability Company is : Ascent Acquistion - CYPDC, LLC

(Must contain the words "Limited Liability Company," "Limited Company," of the abbreviations Must contain the words "Limited Liability Company," "Limited Company," or the abbreviation "L.L.C.," "L.C.," "LLC," or "LC." The word "Limited" may be abbreviated as "Ltd.", and the "Company" may be abbreviated as "Co." Companies which perform Professional Service **MUST** additionally contain the words "Professional Limited Liability Company," "Professional Limited Company," or the abbreviations "P.L.L.C.," "P.L.C.," "PLLC," or "PLC" and may not contain the name of the person who is not a member except that of a deceased member. The word "Limited" may be abbreviated as "Ltd." and the word "Company" may be abbreviated as "Co.")

2. Address of principal place of business of the Limited Liability Company (Which may be, but not need be, the place of business) shall be: 830 Crescent Centre Drive, Suite 610, Franklin, TN 37067

3. The name and address of the registered agent of this company shall be: The Corporation Company (Name)

124 West Capitol Avenue, Suite 1900 Little Rock, AR 72201
(Physical Street Address) (City, State & Zip)

4. If the management of this company is vested in a manager or managers, a statement to that effect must be included in the space provided or by attachment: The company will be member-managed.

I understand that knowingly signing a false document with the intent to file with the Arkansas Secretary of State is a Class C misdemeanor and is punishable by a fine up to $100.00 and/or imprisonment up to 30 days.

Executed this 22nd day of December, 2014.

(Signature of person(s) forming the company)	Christopher L. Howard (Typed or printed name)
(Signature of person(s) forming the company)	(Typed or printed name)
(Signature of person(s) forming the company)	(Typed or printed name)

Filing Fee $50.00 payable to Arkansas Secretary of State

LL-01 Rev. 10/08

Exhibit 3.16

OPERATING AGREEMENT

OF

ASCENT ACQUISITION - CYPDC, LLC

This Operating Agreement (the "Agreement") of Ascent Acquisition - CYPDC, LLC, an Arkansas limited liability company (the "Company"), is entered into by and between Ascent Acquisition Corporation, an Arkansas corporation (the "Member") and the persons admitted to the Company as members who shall be identified on Schedule A, as amended from time to time, effective as of December 31, 2014.

Section 1. Organization. Effective December 31, 2014, the Company was converted from an Arkansas corporation to a single-member Arkansas limited liability company by the filing of Articles of Conversion that effected the conversion in the office of the Secretary of State of Arkansas (the "Articles").

Section 2. Registered Office; Registered Agent. The registered office of the Company in the State of Arkansas will be the initial registered office designated in the Articles of Organization (the "Articles") or such other office (which need not be a place of business of the Company) as the Member may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Arkansas will be the initial registered agent designated in the Articles, or such other person as the Member may designate from time to time in the manner provided by law. The principal office of the Company will be at such location as the Member may designate from time to time, which need not be in the State of Arkansas.

Section 3. Powers. The Company will have all powers permitted to be exercised by a limited liability company organized in the State of Arkansas.

Section 4. Term. The Company commenced on the date the Articles were filed with the Secretary of State of Arkansas, and will continue in existence until terminated pursuant to this Agreement.

Section 5. Fiscal Year. The fiscal year of the Company for financial statement and federal income tax purposes will end on December 31 unless otherwise determined by the Member. The Company is to be treated as a disregarded entity for federal tax purposes.

Section 6. Member. The Member owns 100% of the limited liability company interests in the Company.

Section 7. Address. The address of the Member is set forth below:

6100 Tower Circle, Suite 1000
Franklin, TN 37067

Section 8. New Members. No person may be admitted as a member of the Company without the approval of the Member.

Section 9. Liability to Third Parties. The Member will not have any personal liability for any obligations or liabilities of the Company, whether such liabilities arise in contract, tort or otherwise.

Section 10. Capital Contributions. On or before the date hereof, the Member has made a capital contribution in cash to the Company in the amount of $100.00. The Member will not be required to make any additional capital contributions to the Company except as may otherwise be agreed to by the Member.

Section 11. Participation in Profits and Losses. All profits and losses of the Company will be allocated to the Member.

Section 12. Distributions. Distributions will be made by the Company to the Member at such times as may be determined by the Member.

Section 13. Management. The power and authority to manage, direct and control the Company will be vested solely in the Member.

Section 14. Officers. The Member may, from time to time, designate one or more individuals to be officers of the Company, with such titles as the Member may assign to such individuals. The initial officers of the Company will be a President, a Secretary and two Vice Presidents as more specifically provided below. Officers so designated will have such authority and perform such duties as the Member may from time to time delegate to them. Any number of officer positions may be held by the same individual. Any officer may resign as such at any time by providing written notice to the Company. Any officer may be removed as such, either with or without cause, by the Member, in its sole discretion. Any vacancy occurring in any officer position of the Company may be filled by the Member. The officers of the Company, if and when designated by the Member, will have the authority, acting individually, to bind the Company.

Section 15. President. The President will, subject to the control of the Member, have general supervision, direction and control of the business and affairs of the Company. Subject to the control of the Member, the President will have the general powers and duties of management usually vested in the office of president and chief executive officer of corporations, and will have such other powers and duties as may be prescribed by the Member.

Section 16. Secretary. The Secretary will, subject to the control of the Member, prepare and keep the minutes of the proceedings of the Company in books provided for that purpose, see that all notices are duly given in accordance with the provisions of the Act, be custodian of the Company records, and will have the general powers and duties usually vested in the office of secretary of corporations, and will have such other powers and duties as may be prescribed by the Member.

Section 17. Vice Presidents. The Vice Presidents will, subject to the control of the Member, perform such duties as may be assigned to them by the President and will have the general powers and duties usually vested in the office of vice president of corporations, and will have such other powers and duties as may be prescribed by the Member. In the case of the death, disability or absence of the President, a Vice President shall perform and be vested with all the duties and powers of the President until the Member appoints a new President.

Section 18. Indemnification. The Company shall indemnify any individual who is or was a party or is or was threatened to be made a party to any action, suit, or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was an officer of the Company against expenses (including reasonable attorneys' fees and expenses), judgments, fines and amounts paid in settlement actually and reasonably incurred by such individual in connection with such action, suit or proceeding, to the extent permitted by applicable law. The right to indemnification conferred in this Section 18 includes the right of such individual to be paid by the Company the expenses incurred in defending any such action in advance of its final disposition (an "Advancement of Expenses"); provided, however, that the Company will only make an Advancement of Expenses upon delivery to the Company of an undertaking, by or on behalf of such Indemnitee, to repay all amounts so advanced if it is ultimately determined that such Indemnitee is not entitled to be indemnified under this Section 18 or otherwise.

Section 19. Tax Treatment. Unless otherwise determined by the Member, the Company shall be a disregarded entity for U.S. federal income tax purposes (as well as for any analogous state or local tax purposes).

Section 20. Dissolution. The Company will dissolve and its affairs will be wound up as may be determined by the Member, or upon the earlier occurrence of any other event causing dissolution of the Company under the Act. In such event, the Member will proceed diligently to wind up the affairs of the Company and make final distributions, and will cause the existence of the Company to be terminated.

Section 21. Amendment or Modification. This Agreement may be amended or modified from time to time only by a written instrument that is executed by the Member.

Section 22. Binding Effect. This Agreement will be binding on and inure to the benefit of the Member and its successors and assigns.

Section 23. Governing Law. This Agreement is governed by and will be construed in accordance with the law of the State of Arkansas without regard to the conflicts of law principles thereof.

IN WITNESS THEREOF, the parties hereto have executed this Agreement effective as of the date set forth above.

MEMBER:

ASCENT ACQUISITION CORPORATION

By: /s/ Christopher L. Howard
Name: Christopher L. Howard
Its: Vice President and Secretary

Schedule A

None.

STATE OF ARKANSAS

SECRETARY OF STATE

Mark Martin
ARKANSAS SECRETARY OF STATE

To All to Whom These Presents Shall Come, Greetings:

I, Mark Martin, Arkansas Secretary of State of Arkansas, do hereby certify that the following and hereto attached instrument of writing is a true and perfect copy of

Articles of Conversion

of

ASCENT ACQUISITION CORPORATION-PSC

converting to

ASCENT ACQUISITION - PSC, LLC

filed in this office December 31, 2014.

In Testimony Whereof, I have hereunto set my hand and affixed my official Seal. Done at my office in the City of Little Rock, this 31st day of December, 2014.

SEAL OF THE SECRETARY OF STATE ARKANSAS

Mark Martin

Arkansas Secretary of State

Arkansas Secretary of State

Mark Martin
State Capitol • Little Rock, Arkansas 72201-1094
501-682-3409 • www.sos.arkansas.gov
Business & Commercial Services, 250 Victory Building, 1401 W. Capitol, Little Rock

ARTICLES OF CONVERSION

ACT 408 OF 2009
(PLEASE TYPE OR PRINT CLEARLY IN INK)

The undersigned hereby state:

Ascent Acquisition Corporation - PSC
Name of the entity converting from

Corporation — Type of entity converting from
Arkansas — Jurisdiction

Is converting to: Ascent Acquisition - PSC, LLC
Name of entity

Limited Liability Company — Type of entity converting to
Arkansas — Jurisdiction

- The conversion has been approved as required by Arkansas law; and
- That the conversion has been approved as required by the governing statute of the converted organization; and
- That the converted organization has filed a statement appointing an agent for service of process under § 4-20-112 if the converted organization is a nonfiling or nonqualified foreign entity; and
- That a copy of the plan of conversion is attached or a copy of the plan of conversion is on file at the office located at: 830 Crescent Centre Drive, Suite 610, Franklin, TN 37067;
- And that the effective date of conversion is December 31, 2014 at 10:58 p.m. CST.

I understand that knowingly signing a false document with the intent to file with the Arkansas Secretary of State is a Class C misdemeanor and is punishable by a fine up to $100.00 and/or imprisonment up to 30 days.

Executed this 23rd (Day) day of December (Month), 2014 (Year).

Signature of Authorizing Officer

Christopher L. Howard, Vice President and Secretary
Authorizing Officer and Title of Officer (Type or Print)

These Articles of Conversion must be filed in conjunction with an initial filing appropriate for the specific converted entity type

Filing Fee: Partnership $15.00, Limited Liability Company $25.00, Corporation $50.00

Art_Conv Rev 12/2009

Arkansas Secretary of State

Mark Martin

State Capitol • Little Rock, Arkansas 72201-1094
501-682-3409 • www.sos.arkansas.gov

Business & Commercial Services, 250 Victory Building, 1401 W. Capitol, Little Rock

Articles of Organization for Limited Liability Company

(PLEASE TYPE OR PRINT CLEARLY IN INK)

The undersigned authorized manager or member or person forming this Limited Liability Company under the Small Business Entity Tax Pass Through Act, Act 1003 of 1993, adopts the following Articles of Organization of such Limited Liability Company:

1. The Name of the Limited Liability Company is : Ascent Acquisition - PSC, LLC

(Must contain the words "Limited Liability Company," "Limited Company," of the abbreviations Must contain the words "Limited Liability Company," "Limited Company," or the abbreviation "L.L.C.," "L.C.," "LLC," or "LC." The word "Limited" may be abbreviated as "Ltd.", and the "Company" may be abbreviated as "Co." Companies which perform Professional Service MUST additionally contain the words "Professional Limited Liability Company," "Professional Limited Company," or the abbreviations "P.L.L.C.," "P.L.C.," "PLLC," or "PLC" and may not contain the name of the person who is not a member except that of a deceased member. The word "Limited" may be abbreviated as "Ltd." and the word "Company" may be abbreviated as "Co.")

2. Address of principal place of business of the Limited Liability Company (Which may be, but not need be, the place of business) shall be: 830 Crescent Centre Drive, Suite 610, Franklin, TN 37067

3. The name and address of the registered agent of this company shall be: The Corporation Company (Name)

124 West Capitol Avenue, Suite 1900 Little Rock, AR 72201
(Physical Street Address) (City, State & Zip)

4. If the management of this company is vested in a manager or managers, a statement to that effect must be included in the space provided or by attachment: The company will be member-managed.

I understand that knowingly signing a false document with the intent to file with the Arkansas Secretary of State is a Class C misdemeanor and is punishable by a fine up to $100.00 and/or imprisonment up to 30 days.

Executed this 23rd day of December, 2014.

(Signature of person(s) forming the company)	Christopher L. Howard (Typed or printed name)
(Signature of person(s) forming the company)	(Typed or printed name)
(Signature of person(s) forming the company)	(Typed or printed name)

Filing Fee $50.00 payable to Arkansas Secretary of State

LL-01 Rev. 10/08

Exhibit 3.18

OPERATING AGREEMENT

OF

ASCENT ACQUISITION - PSC, LLC

This Operating Agreement (the "Agreement") of Ascent Acquisition - PSC, LLC, an Arkansas limited liability company (the "Company"), is entered into by and between Ascent Acquisition Corporation, an Arkansas corporation (the "Member") and the persons admitted to the Company as members who shall be identified on Schedule A, as amended from time to time, effective as of December 31, 2014.

Section 1. Organization. Effective December 31, 2014, the Company was converted from an Arkansas corporation to a single-member Arkansas limited liability company by the filing of Articles of Conversion that effected the conversion in the office of the Secretary of State of Arkansas (the "Articles").

Section 2. Registered Office; Registered Agent. The registered office of the Company in the State of Arkansas will be the initial registered office designated in the Articles of Organization (the "Articles") or such other office (which need not be a place of business of the Company) as the Member may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Arkansas will be the initial registered agent designated in the Articles, or such other person as the Member may designate from time to time in the manner provided by law. The principal office of the Company will be at such location as the Member may designate from time to time, which need not be in the State of Arkansas.

Section 3. Powers. The Company will have all powers permitted to be exercised by a limited liability company organized in the State of Arkansas.

Section 4. Term. The Company commenced on the date the Articles were filed with the Secretary of State of Arkansas, and will continue in existence until terminated pursuant to this Agreement.

Section 5. Fiscal Year. The fiscal year of the Company for financial statement and federal income tax purposes will end on December 31 unless otherwise determined by the Member. The Company is to be treated as a disregarded entity for federal tax purposes.

Section 6. Member. The Member owns 100% of the limited liability company interests in the Company.

Section 7. Address. The address of the Member is set forth below:

6100 Tower Circle, Suite 1000
Franklin, TN 37067

Section 8. New Members. No person may be admitted as a member of the Company without the approval of the Member.

Section 9. Liability to Third Parties. The Member will not have any personal liability for any obligations or liabilities of the Company, whether such liabilities arise in contract, tort or otherwise.

Section 10. Capital Contributions. On or before the date hereof, the Member has made a capital contribution in cash to the Company in the amount of $100.00. The Member will not be required to make any additional capital contributions to the Company except as may otherwise be agreed to by the Member.

Section 11. Participation in Profits and Losses. All profits and losses of the Company will be allocated to the Member.

Section 12. Distributions. Distributions will be made by the Company to the Member at such times as may be determined by the Member.

Section 13. Management. The power and authority to manage, direct and control the Company will be vested solely in the Member.

Section 14. Officers. The Member may, from time to time, designate one or more individuals to be officers of the Company, with such titles as the Member may assign to such individuals. The initial officers of the Company will be a President, a Secretary and two Vice Presidents as more specifically provided below. Officers so designated will have such authority and perform such duties as the Member may from time to time delegate to them. Any number of officer positions may be held by the same individual. Any officer may resign as such at any time by providing written notice to the Company. Any officer may be removed as such, either with or without cause, by the Member, in its sole discretion. Any vacancy occurring in any officer position of the Company may be filled by the Member. The officers of the Company, if and when designated by the Member, will have the authority, acting individually, to bind the Company.

Section 15. President. The President will, subject to the control of the Member, have general supervision, direction and control of the business and affairs of the Company. Subject to the control of the Member, the President will have the general powers and duties of management usually vested in the office of president and chief executive officer of corporations, and will have such other powers and duties as may be prescribed by the Member.

Section 16. Secretary. The Secretary will, subject to the control of the Member, prepare and keep the minutes of the proceedings of the Company in books provided for that purpose, see that all notices are duly given in accordance with the provisions of the Act, be custodian of the Company records, and will have the general powers and duties usually vested in the office of secretary of corporations, and will have such other powers and duties as may be prescribed by the Member.

Section 17. Vice Presidents. The Vice Presidents will, subject to the control of the Member, perform such duties as may be assigned to them by the President and will have the general powers and duties usually vested in the office of vice president of corporations, and will have such other powers and duties as may be prescribed by the Member. In the case of the death, disability or absence of the President, a Vice President shall perform and be vested with all the duties and powers of the President until the Member appoints a new President.

Section 18. Indemnification. The Company shall indemnify any individual who is or was a party or is or was threatened to be made a party to any action, suit, or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was an officer of the Company against expenses (including reasonable attorneys' fees and expenses), judgments, fines and amounts paid in settlement actually and reasonably incurred by such individual in connection with such action, suit or proceeding, to the extent permitted by applicable law. The right to indemnification conferred in this Section 18 includes the right of such individual to be paid by the Company the expenses incurred in defending any such action in advance of its final disposition (an "Advancement of Expenses"); provided, however, that the Company will only make an Advancement of Expenses upon delivery to the Company of an undertaking, by or on behalf of such Indemnitee, to repay all amounts so advanced if it is ultimately determined that such Indemnitee is not entitled to be indemnified under this Section 18 or otherwise.

Section 19. Tax Treatment. Unless otherwise determined by the Member, the Company shall be a disregarded entity for U.S. federal income tax purposes (as well as for any analogous state or local tax purposes).

Section 20. Dissolution. The Company will dissolve and its affairs will be wound up as may be determined by the Member, or upon the earlier occurrence of any other event causing dissolution of the Company under the Act. In such event, the Member will proceed diligently to wind up the affairs of the Company and make final distributions, and will cause the existence of the Company to be terminated.

Section 21. Amendment or Modification. This Agreement may be amended or modified from time to time only by a written instrument that is executed by the Member.

Section 22. Binding Effect. This Agreement will be binding on and inure to the benefit of the Member and its successors and assigns.

Section 23. Governing Law. This Agreement is governed by and will be construed in accordance with the law of the State of Delaware without regard to the conflicts of law principles thereof.

IN WITNESS THEREOF, the parties hereto have executed this Agreement effective as of the date set forth above.

MEMBER:

ASCENT ACQUISITION CORPORATION

By: /s/ Christopher L. Howard
Name: Christopher L. Howard
Its: Vice President and Secretary

Schedule A

None.

STATE OF ARKANSAS

SECRETARY OF STATE

Mark Martin
ARKANSAS SECRETARY OF STATE

To All to Whom These Presents Shall Come, Greetings:

I, Mark Martin, Arkansas Secretary of State of Arkansas, do hereby certify that the following and hereto attached instrument of writing is a true and perfect copy of

Articles of Conversion

of

ASCENT ACQUISITION CORPORATION

converting to

ASCENT ACQUISITION, LLC

filed in this office December 31, 2014.

In Testimony Whereof, I have hereunto set my hand and affixed my official Seal. Done at my office in the City of Little Rock, this 31st day of December, 2014.

SEAL OF THE SECRETARY OF STATE ARKANSAS

Mark Martin

Arkansas Secretary of State

Arkansas Secretary of State

Mark Martin
State Capitol • Little Rock, Arkansas 72201-1094
501-682-3409 • www.sos.arkansas.gov
Business & Commercial Services, 250 Victory Building, 1401 W. Capitol, Little Rock

ARTICLES OF CONVERSION

ACT 408 OF 2009
(PLEASE TYPE OR PRINT CLEARLY IN INK)

The undersigned hereby state:

Ascent Acquisition Corporation
Name of the entity converting from

Corporation — Type of entity converting from
Arkansas — Jurisdiction

Is converting to: Ascent Acquisition, LLC
Name of entity

Limited Liability Company — Type of entity converting to
Arkansas — Jurisdiction

- The conversion has been approved as required by Arkansas law; and
- That the conversion has been approved as required by the governing statute of the converted organization; and
- That the converted organization has filed a statement appointing an agent for service of process under § 4-20-112 if the converted organization is a nonfiling or nonqualified foreign entity; and
- That a copy of the plan of conversion is attached or a copy of the plan of conversion is on file at the office located at: 830 Crescent Centre Drive, Suite 610, Franklin, TN 37067;
- And that the effective date of conversion is December 31, 2014 at 10:59 p.m. CST.

I understand that knowingly signing a false document with the intent to file with the Arkansas Secretary of State is a Class C misdemeanor and is punishable by a fine up to $100.00 and/or imprisonment up to 30 days.

Executed this 23rd (Day) day of December (Month), 2014 (Year).

Signature of Authorizing Officer

Christopher L. Howard, Vice President and Secretary
Authorizing Officer and Title of Officer (Type or Print)

These Articles of Conversion must be filed in conjunction with an initial filing appropriate for the specific converted entity type

Arkansas Secretary of State

Mark Martin
State Capitol • Little Rock, Arkansas 72201-1094
501-682-3409 • www.sos.arkansas.gov
Business & Commercial Services, 250 Victory Building, 1401 W. Capitol, Little Rock

Articles of Organization for Limited Liability Company

(PLEASE TYPE OR PRINT CLEARLY IN INK)

The undersigned authorized manager or member or person forming this Limited Liability Company under the Small Business Entity Tax Pass Through Act, Act 1003 of 1993, adopts the following Articles of Organization of such Limited Liability Company:

1. The Name of the Limited Liability Company is : Ascent Acquisition, LLC

(Must contain the words "Limited Liability Company," "Limited Company," of the abbreviations Must contain the words "Limited Liability Company," "Limited Company," or the abbreviation "L.L.C.," "L.C.," "LLC," or "LC." The word "Limited" may be abbreviated as "Ltd.", and the "Company" may be abbreviated as "Co." Companies which perform Professional Service **MUST** additionally contain the words "Professional Limited Liability Company," "Professional Limited Company," or the abbreviations "P.L.L.C.," "P.L.C.," "PLLC," or "PLC" and may not contain the name of the person who is not a member except that of a deceased member. The word "Limited" may be abbreviated as "Ltd." and the word "Company" may be abbreviated as "Co.")

2. Address of principal place of business of the Limited Liability Company (Which may be, but not need be, the place of business) shall be: 830 Crescent Centre Drive, Suite 610, Franklin, TN 37067

3. The name and address of the registered agent of this company shall be: The Corporation Company (Name)

124 West Capitol Avenue, Suite 1900 Little Rock, AR 72201
(Physical Street Address) (City, State & Zip)

4. If the management of this company is vested in a manager or managers, a statement to that effect must be included in the space provided or by attachment: The company will be member-managed.

I understand that knowingly signing a false document with the intent to file with the Arkansas Secretary of State is a Class C misdemeanor and is punishable by a fine up to $100.00 and/or imprisonment up to 30 days.

Executed this 23rd day of December, 2014.

(Signature of person(s) forming the company)	Christopher L. Howard (Typed or printed name)
(Signature of person(s) forming the company)	(Typed or printed name)
(Signature of person(s) forming the company)	(Typed or printed name)

Filing Fee $50.00 payable to Arkansas Secretary of State

LL-01 Rev. 10/08

Exhibit 3.20

OPERATING AGREEMENT

OF

ASCENT ACQUISITION, LLC

This Operating Agreement (the "Agreement") of Ascent Acquisition, LLC, an Arkansas limited liability company (the "Company"), is entered into by and between Acadia Healthcare Company, Inc., a Delaware corporation (the "Member") and the persons admitted to the Company as members who shall be identified on Schedule A, as amended from time to time, effective as of December 31, 2014.

Section 1. Organization. Effective December 31, 2014, the Company was converted from an Arkansas corporation to a single-member Arkansas limited liability company by the filing of Articles of Conversion that effected the conversion in the office of the Secretary of State of Arkansas (the "Articles").

Section 2. Registered Office; Registered Agent. The registered office of the Company in the State of Arkansas will be the initial registered office designated in the Articles of Organization (the "Articles") or such other office (which need not be a place of business of the Company) as the Member may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Arkansas will be the initial registered agent designated in the Articles, or such other person as the Member may designate from time to time in the manner provided by law. The principal office of the Company will be at such location as the Member may designate from time to time, which need not be in the State of Arkansas.

Section 3. Powers. The Company will have all powers permitted to be exercised by a limited liability company organized in the State of Arkansas.

Section 4. Term. The Company commenced on the date the Articles were filed with the Secretary of State of Arkansas, and will continue in existence until terminated pursuant to this Agreement.

Section 5. Fiscal Year. The fiscal year of the Company for financial statement and federal income tax purposes will end on December 31 unless otherwise determined by the Member. The Company is to be treated as a disregarded entity for federal tax purposes.

Section 6. Member. The Member owns 100% of the limited liability company interests in the Company.

Section 7. Address. The address of the Member is set forth below:

6100 Tower Circle, Suite 1000
Franklin, TN 37067

Section 8. New Members. No person may be admitted as a member of the Company without the approval of the Member.

Section 9. Liability to Third Parties. The Member will not have any personal liability for any obligations or liabilities of the Company, whether such liabilities arise in contract, tort or otherwise.

Section 10. Capital Contributions. On or before the date hereof, the Member has made a capital contribution in cash to the Company in the amount of $100.00. The Member will not be required to make any additional capital contributions to the Company except as may otherwise be agreed to by the Member.

Section 11. Participation in Profits and Losses. All profits and losses of the Company will be allocated to the Member.

Section 12. Distributions. Distributions will be made by the Company to the Member at such times as may be determined by the Member.

Section 13. Management. The power and authority to manage, direct and control the Company will be vested solely in the Member.

Section 14. Officers. The Member may, from time to time, designate one or more individuals to be officers of the Company, with such titles as the Member may assign to such individuals. The initial officers of the Company will be a President, a Secretary and two Vice Presidents as more specifically provided below. Officers so designated will have such authority and perform such duties as the Member may from time to time delegate to them. Any number of officer positions may be held by the same individual. Any officer may resign as such at any time by providing written notice to the Company. Any officer may be removed as such, either with or without cause, by the Member, in its sole discretion. Any vacancy occurring in any officer position of the Company may be filled by the Member. The officers of the Company, if and when designated by the Member, will have the authority, acting individually, to bind the Company.

Section 15. President. The President will, subject to the control of the Member, have general supervision, direction and control of the business and affairs of the Company. Subject to the control of the Member, the President will have the general powers and duties of management usually vested in the office of president and chief executive officer of corporations, and will have such other powers and duties as may be prescribed by the Member.

Section 16. Secretary. The Secretary will, subject to the control of the Member, prepare and keep the minutes of the proceedings of the Company in books provided for that purpose, see that all notices are duly given in accordance with the provisions of the Act, be custodian of the Company records, and will have the general powers and duties usually vested in the office of secretary of corporations, and will have such other powers and duties as may be prescribed by the Member.

Section 17. Vice Presidents. The Vice Presidents will, subject to the control of the Member, perform such duties as may be assigned to them by the President and will have the general powers and duties usually vested in the office of vice president of corporations, and will have such other powers and duties as may be prescribed by the Member. In the case of the death, disability or absence of the President, a Vice President shall perform and be vested with all the duties and powers of the President until the Member appoints a new President.

Section 18. Indemnification. The Company shall indemnify any individual who is or was a party or is or was threatened to be made a party to any action, suit, or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was an officer of the Company against expenses (including reasonable attorneys' fees and expenses), judgments, fines and amounts paid in settlement actually and reasonably incurred by such individual in connection with such action, suit or proceeding, to the extent permitted by applicable law. The right to indemnification conferred in this Section 18 includes the right of such individual to be paid by the Company the expenses incurred in defending any such action in advance of its final disposition (an "Advancement of Expenses"); provided, however, that the Company will only make an Advancement of Expenses upon delivery to the Company of an undertaking, by or on behalf of such Indemnitee, to repay all amounts so advanced if it is ultimately determined that such Indemnitee is not entitled to be indemnified under this Section 18 or otherwise.

Section 19. Tax Treatment. Unless otherwise determined by the Member, the Company shall be a disregarded entity for U.S. federal income tax purposes (as well as for any analogous state or local tax purposes).

Section 20. Dissolution. The Company will dissolve and its affairs will be wound up as may be determined by the Member, or upon the earlier occurrence of any other event causing dissolution of the Company under the Act. In such event, the Member will proceed diligently to wind up the affairs of the Company and make final distributions, and will cause the existence of the Company to be terminated.

Section 21. Amendment or Modification. This Agreement may be amended or modified from time to time only by a written instrument that is executed by the Member.

Section 22. Binding Effect. This Agreement will be binding on and inure to the benefit of the Member and its successors and assigns.

Section 23. Governing Law. This Agreement is governed by and will be construed in accordance with the law of the State of Delaware without regard to the conflicts of law principles thereof.

IN WITNESS THEREOF, the parties hereto have executed this Agreement effective as of the date set forth above.

MEMBER:

ACADIA HEALTHCARE COMPANY, INC.

By: /s/ Christopher L. Howard
Name: Christopher L. Howard
Its: Executive Vice President and Secretary

Schedule A

None.

Exhibit 3.21

A0579534

2023612

SECOND AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
ASPEN EDUCATION GROUP, INC

The undersigned certify that:

1. They are the President and the Assistant Secretary, respectively, of Aspen Education Group, Inc., a California corporation (the "Corporation").

2. The Amended and Restated Articles of Incorporation of the Corporation are further amended and restated to read in their entirety as follows:

Article One. The name of the corporation is Aspen Education Group, Inc.

Article Two. The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the California Corporations Code other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

Article Three. Capital Stock

(a) Authorized Shares. The total number of shares of capital stock which the Corporation shall have authority to issue is Ninety Million (90,000,000) shares, consisting of (i) Sixty Million (60,000,000) shares of common stock, no par value per share ("Common Stock"), and (ii) Thirty Million (30,000,000) shares of preferred stock, no par value per share ("Preferred Stock").

(b) Preferred Stock.

1. DESIGNATION

A series of the Preferred Stock is hereby designated as the "12% Series A Cumulative Convertible Preferred Stock" (the "Series A Preferred") and the number of shares constituting such series shall be Twenty Million (20,000,000). Another series of Preferred Stock is hereby designated as the "12% Series B Cumulative Convertible Preferred Stock" (the "Series B Preferred"), and the number of shares constituting such series shall be Ten Million (10,000,000). The number of shares that may be issued may be decreased, at any time and from time to time, by resolution of the Board of Directions of the Corporation (the "Board"); *provided* that no decrease shall reduce the number of shares of a series of Preferred Stock to a number less than the number of shares of such series of Preferred Stock then outstanding. The powers, preferences, relative and special rights, designations, privileges, qualifications, limitations and restrictions of the Series A Preferred and the Series B Preferred shall be as set forth below. Subject to the limitations prescribed by law and these Amended and Restated Articles of Incorporation, including, without limitation, Paragraph 7 of this Article Three, as to any remaining shares of authorized Preferred Stock that remain undesignated, the Board is hereby authorized to fix the number of shares and to determine and alter for each such series such voting

powers, full or limited, or no voting powers, and such preferences and relative participating, optional, or other rights and such qualifications, limitations, or restrictions thereof as shall be stated in the resolution or resolutions adopted by the Board providing for the issuance of such shares and as may be permitted by the California Corporations Code. All capitalized terms used, but not otherwise defined herein, shall have the meanings specified in Paragraph 9 of this Article Three.

2. DIVIDENDS AND DISTRIBUTIONS

A. Subject to the rights of the holders of any shares of any series of Preferred Stock (or similar stock) which may from time to time come into existence ranking prior and superior to the Series A Preferred and the Series B Preferred with respect to dividends, holders of the Series A Preferred and Series B Preferred will be entitled to receive, on a pari passu basis, when, as and if declared by the Board, out of funds legally available therefor, an annual preferential dividend per share of Series A Preferred or Series B Preferred, as the case may be, which dividend shall accrue on a daily basis at the rate of 12.0% per annum (the "Dividend Rate"), compounded annually on the anniversary of the date of issuance, of the Series A Liquidation Value (as hereinafter defined) and the Series B Liquidation Value (as hereinafter defined), as the case may be, from the date of issuance of such share of Series A Preferred or Series B Preferred, as the case may be, to and including the first to occur of (i) the date on which the Series A Liquidation Value or Series B Liquidation Value, as the case may be, (plus all accrued and unpaid dividends thereon) is paid to the holder thereof in connection with a Liquidation Event; (ii) the date upon which such share of Series A Preferred or Series B Preferred, as the case may be, is converted into Conversion Stock pursuant to Paragraph 4 of this Article Three (in which event any accrued and unpaid dividends shall be paid solely in shares of Conversion Stock as part of the conversion of such share of Series A Preferred or Series B Preferred, as the case may be, and as is provided for in Paragraph 4 of this Article Three); and (iii) the date on which such share of Series A Preferred or Series B Preferred, as the case may be, is acquired by the Corporation (each of (i), (ii) and (iii), a "Mandatory Payment Date"). Notwithstanding the foregoing, the Board may, at any time and from time to time, declare a date for the payment of such accrued or accumulated dividends (such date and each of the Mandatory Payment Dates, a "Dividend Payment Date"). Anything to the contrary herein notwithstanding, the failure to declare and pay dividends by the Corporation with respect to the Series A Preferred or Series B Preferred under this Paragraph 2.A, except on a Mandatory Payment Date, shall not constitute a default hereunder, and for the purposes of this Article Three, dividends shall be cumulative and shall accrue from the date of the initial issuance of each share of Series A Preferred or Series B Preferred, as the case may be, through the Mandatory Payment Date (to the extent not otherwise declared and paid as set forth above) at the Dividend Rate.

B. Dividends will be payable to holders of record of the Series A Preferred and of the Series B Preferred, on a pari passu basis, as they appear on the stock books of the Corporation on such record dates, not more than sixty (60) days nor less than ten (10) days preceding the Dividend Payment Date, as shall be fixed by the Board (each a "Dividend Payment Record Date"). No Dividend Payment Record Date shall precede the date upon which the resolution fixing the Dividend Payment Record Date is adopted. At the time any dividend on the Series A Preferred and Series B Preferred is declared, the Board shall specify whether such dividend is to be paid in cash, shares of Common Stock or other consideration and, to the extent such dividend is not paid in cash, the Board shall in good faith determine the value of the shares of Common Stock or other consideration to be so paid.

C. Unless full cumulative dividends on the Series A Preferred and Series B Preferred shall have been paid (whether pursuant to this Paragraph 2 or Paragraph 3 of this Article Three), dividends on the Common Stock (other than dividends payable solely in shares of Common Stock) or any other stock of the Corporation ranking junior to or on parity with the Series A Preferred and Series B Preferred as to dividends (and rights to acquire the foregoing) shall not be paid or declared and set aside for payment, and other distributions shall not be made upon the Common Stock or on any other stock of the Corporation ranking junior to or on a parity with the Series A Preferred and Series B Preferred as to dividends, nor shall any Common Stock or any other Stock of the Corporation ranking junior to or on a parity with the Series A Preferred and Series B Preferred as to dividends be redeemed, purchased or otherwise acquired for any consideration by the Corporation, except for (i) repurchases from directors, employees or consultants of or to the Corporation, or any direct or indirect subsidiary of the Corporation, pursuant to the terms of current or future contractual obligations of the Corporation, or (ii) by conversion into or exchange for stock of the Corporation ranking junior to the Series A Preferred and Series B Preferred as to dividends. The Corporation shall not permit any subsidiary of the Corporation to purchase or otherwise acquire for consideration any shares of stock of the Corporation unless the Corporation could, under this Paragraph 2.C of this Article Three, purchase or otherwise acquire such shares at such time and in such manner. Dividends payable for any partial dividend period shall be calculated on the basis of a three hundred sixty (360)-day year of twelve (12) thirty (30)-day months.

D. In addition to the dividends provided for under Paragraph 2.A of this Article Three and subject to the restrictions under Paragraph 2.C of this Article Three regarding dividends on the Common Stock (other than dividends payable solely in shares of Common Stock), the holders of the Series A Preferred and Series B Preferred shall also be entitled to receive a dividend when, as and if any dividend on the Common Stock (other than dividends payable solely in shares of Common Stock) is paid or declared and set aside for payment, which dividend shall be payable to the holders of the Series A Preferred and Series B Preferred at the time of payment to the holders of the Common Stock in such amount as shall be determined as though each share of Series A Preferred and Series B Preferred had been converted into that number of shares of Common Stock equal to the number of Conversion Shares (as hereinafter defined) into which such share of Series A Preferred or Series B Preferred, as applicable, could have been converted (assuming for purposes of this provision that all conditions precedent to such conversion have been satisfied) immediately prior to the record date of such dividend payable on the Common Stock.

3. RANK UPON LIQUIDATION, DISSOLUTION AND WINDING UP

A. The shares of the Series A Preferred and Series B Preferred shall rank prior to the shares of the Common Stock, and of any other class of stock of the Corporation ranking junior to the Series A Preferred and Series B Preferred upon liquidation (collectively, the "Junior Liquidation Stock"), so that in the event of any Liquidation Event, the holders of the Series A Preferred and Series B Preferred shall be entitled to receive out of the assets of the Corporation available for distribution to its shareholders, whether from capital, surplus or earnings, before

any distribution is made to holders of shares of Common Stock or any other Junior Liquidation Stock, an amount equal to $2.85 per share for each outstanding share of Series A Preferred (the "Series A Liquidation Value") and an amount equal to $3.49 per share for each outstanding share of Series B Preferred (the "Series B Liquidation Value"), in each case, plus an amount equal to all dividends (whether or not declared) accrued or accumulated and unpaid on such share of Series A Preferred or Series B Preferred, as the case may be, compounded annually, to the date of final distribution (collectively, in the case of the Series A Preferred, the "Series A Liquidation Preference" and, collectively, in the case of the Series B Preferred, the "Series B Liquidation Preference"). The Series A Preferred and the Series B Preferred shall rank pari passu as to the receipt of the Series A Liquidation Preference and the Series B Liquidation Preference upon any Liquidation Event due each such series upon the occurrence of such event. If upon any Liquidation Event, the assets of the Corporation, or proceeds thereof, distributable among the holders of shares of the Series A Preferred and Series B Preferred shall be insufficient to pay in full the Series A Liquidation Preference and the Series B Liquidation Preference under this Paragraph 3 of this Article Three, then, subject to the rights of any series of Preferred Stock that may from time to time come into existence, such assets, or the proceeds thereof, legally available for distribution, shall be distributable ratably to the holders of the Series A Preferred and Series B Preferred, with each such holder receiving a percentage of such assets, or proceeds thereof, equal to (i) the number of shares of Conversion Shares held by such holder of Series A Preferred or Series B Preferred, as the case may be, *divided* by (ii) the number of shares of Conversion Shares held by all holders of Series A Preferred and Series B Preferred; *provided* that, until the Series A Liquidation Preference and Series B Liquidation Preference are paid in full, no holder shall receive a distribution on shares of Series A Preferred or Series B Preferred in excess of the Series A Liquidation Preference or Series B Liquidation Preference, as applicable.

B. Following payment in full by the Corporation of the Series A Liquidation Preference and Series B Liquidation Preference, as applicable, provided for in Paragraph 3.A of this Article Three, in the event of any Liquidation Event, the holders of the Series A Preferred and Series B Preferred shall also be entitled to receive, out of the assets of the Corporation available for distribution to its shareholders, whether from capital, surplus or earnings, an amount per share of Series A Preferred or Series B Preferred, as applicable, as shall be equal to the amount that would otherwise be payable to that number of shares of Common Stock equal to the number of Conversion Shares of such series of Preferred Stock into which each share of such series of Preferred Stock could have been converted (assuming for purposes of this provision that all conditions precedent to such conversion have been satisfied) as of the date of such Liquidation Event.

C. So long as any shares of the Series A Preferred or Series B Preferred remain outstanding, no stock of any class or series of the Corporation shall rank prior to shares of the Series A Preferred or Series B Preferred, as to liquidation preference, dividends or to distributions.

4. CONVERSION

A. Conversion Procedure.

1. Upon a Conversion Event, each share of Series A Preferred and Series B Preferred (each, a "Converting Share") shall automatically be converted into the right to receive that number of shares of Conversion Stock determined pursuant to the following formula:

((D/LV) * CR) + CR

Where:

D	=	the numeric value of all accrued or accumulated unpaid dividends on such Converting Share
LV	=	the numeric value of the Series A Liquidation Value or Series B Liquidation Value, as applicable
CR	=	the Conversion Rate then in effect for such series of Preferred Stock

Upon issuance, and absent any accrual of dividends pursuant to Paragraph 2 of this Article Three and any adjustments to the Series A Conversion Price or Series B Conversion Price pursuant to Paragraph 4.C of this Article Three, each share of Series A Preferred and Series B Preferred shall be convertible into one share of Conversion Stock in accordance with this Paragraph 4.A. No holder of Series A Preferred or Series B Preferred shall have any right to effect a voluntary conversion of any or all of such holder's shares of Series A Preferred or Series B Preferred. With respect to each Conversion Event, the Board shall deliver or cause to be delivered to each holder of Series A Preferred and to each holder of Series B Preferred a written notice (the "Conversion Notice") specifying the date such conversion shall be effected (the "Conversion Date") and setting forth the number of shares of Conversion Stock into which each share of Series A Preferred and Series B Preferred shall be converted.

2. Except as otherwise provided herein, the conversion of the Series A Preferred and Series B Preferred shall be deemed to have been effected as of the close of business on the Conversion Date specified in the Conversion Notice. Each holder of Preferred Stock so converted shall surrender all certificates representing such shares of Preferred Stock owned by such holder for conversion at the principal office of the Corporation as specified in the Conversion Notice. At the time the conversion has been effected, the rights of the holder of the shares of Preferred Stock converted as a holder of such shares of Preferred Stock shall cease with respect to such shares converted and such holder shall be the holder of record of the shares of Conversion Stock represented thereby.

3. As soon as possible after receiving the certificate or certificates from a holder pursuant to Paragraph 4.A.2 (but in any event within five (5) Business Days thereafter), the Corporation shall deliver to such converting holder:

(a) a certificate or certificates representing the number of shares of Conversion Stock issuable by reason of such conversion in such name or names and such denomination or denominations as the converting holder has specified; and

(b) a certificate or certificates representing any shares of Series A Preferred or Series B Preferred, as applicable, which were represented by the certificate or certificates delivered to the Corporation in connection with such conversion but which were not converted.

4. The issuance of certificates for shares of Conversion Stock upon conversion of Series A Preferred or Series B Preferred, as applicable, shall be made without charge to the holders of such Preferred Stock for any issuance tax in respect thereof or other cost incurred by the Corporation in connection with such conversion and the related issuance of shares of Conversion Stock. Upon conversion of each share of Series A Preferred or Series B Preferred, as applicable, the Corporation shall take all such actions as are necessary in order to insure that the Conversion Stock issuable with respect to such conversion shall be, upon issuance, duly authorized, validly issued, fully paid and nonassessable, free and clear of all taxes, liens, charges and encumbrances with respect to the issuance thereof and issued in accordance with all applicable securities laws.

5. The Corporation shall not close its books against the transfer of Series A Preferred or Series B Preferred, as applicable, or of Conversion Stock issued or issuable upon conversion of Series A Preferred or Series B Preferred, as applicable, in any manner which interferes with the timely conversion of Series A Preferred or Series B Preferred, as applicable. The Corporation shall assist and cooperate with any holder of shares of Preferred Stock required to make any governmental filings or obtain any governmental approval prior to or in connection with any conversion of shares hereunder (including, without limitation, making any filings required to be made by the Corporation).

6. The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Conversion Stock, solely for the purpose of issuance upon the conversion of the Preferred Stock, such number of shares of Conversion Stock issuable upon the conversion of all outstanding shares of Series A Preferred and Series B Preferred. All shares of Conversion Stock which are so issuable shall, when issued, be duly authorized, validly issued, fully paid and nonassessable and free from all taxes, liens and charges. The Corporation shall take all such actions as may be necessary to assure that all such shares of Conversion Stock may be so issued without violation of any applicable law or governmental regulation or any requirements of any domestic securities exchange upon which shares of Conversion Stock may be listed (except for official notice of issuance which shall be immediately delivered by the Corporation to any such exchange upon each such issuance). The Corporation shall not take any action which would cause the number of authorized but unissued shares of Conversion Stock to be less than the number of such shares required to be reserved hereunder for issuance upon conversion of the Series A Preferred and Series B Preferred.

7. If any fractional interest in a share of Conversion Stock would, except for the provisions of this Paragraph 4.A.7, be delivered upon any conversion of the Preferred Stock, the Corporation, in lieu of delivering the fractional share therefor, shall pay an amount to the holder thereof equal to the Market Price of such fractional interest as of the date of such conversion.

B. Conversion Price. The conversion price for the Series A Preferred as of the date of issuance thereof shall be $0.13579 subject to adjustment from time to time pursuant to Paragraphs 4.C and 4.E of this Article Three (as adjusted, the "Series A Conversion Price") and the initial conversion price for the Series B Preferred shall be $0.158 subject to adjustment from time to time pursuant to Paragraphs 4.C and 4.E of this Article Three (as adjusted, the "Series B Conversion Price"); *provided* that notwithstanding any other provision of this Paragraph 4 there shall be no adjustment to the Series A Conversion Price or Series B Conversion Price under Paragraphs 4.C or 4.E of this Article Three for any series of Preferred Stock with respect to any of the following:

1. the Common Stock and the Series A Preferred issued and outstanding as the date hereof, the issuance of Series B Preferred, the issuance of Common Stock upon exercise of the Warburg Warrant pursuant to the Warburg Agreement, and the issuance of Common Stock upon exercise of the CapitalSource Warrant;

2. the issuance (or deemed issuance) of shares of Common Stock to equipment leasing or financial institutions in connection with equipment financing or a commercial credit arrangement; *provided* that such issuance shall not exceed two percent (2%) of the outstanding capital stock of the Corporation, on a fully diluted basis;

3. the issuance (or deemed issuance) of shares of Common Stock in connection with the acquisition of another business entity, products or technologies by the Corporation, or to a Person with which the Corporation has engaged in a strategic relationship; *provided* that such issuance shall not exceed two percent (2%) of the outstanding capital stock of the Corporation, on a fully diluted basis;

4. the issuance of Common Stock and the granting of Options by the Board to directors, employees or consultants of or to the Corporation, or any direct or indirect subsidiary of the Corporation, or otherwise, or the Common Stock issuable upon exercise of such Options (*provided* that the total number of such shares of Common Stock issuable by the Corporation directly or upon the exercise of such Options has been approved by a majority of the directors of the Corporation);

5. the issuance of Common Stock upon conversion of any shares of convertible securities of the Corporation that are issued and outstanding (including, without limitation, shares of Series B Preferred issued pursuant to the Warburg Agreement);

6. the issuance of Common Stock pursuant to any of the Existing Rights; or

7. the issuance of Common Stock in connection with a Public Offering pursuant to which all issued and outstanding shares of Preferred Stock are automatically converted.

C. Adjustments to the Conversion Price. Subject to Paragraph 4.B of this Article Three, if and whenever on or after the original date of issuance of the Series B Preferred

the Corporation issues or sells, or in accordance with Paragraph 4.D of this Article Three is deemed to have issued or sold, any share of Common Stock for a consideration ("Lower Consideration") per share less than the Series A Conversion Price or the Series B Conversion Price, as the case may be, in effect immediately prior to such time, then, immediately upon such issuance or sale or deemed issuance or sale, the Series A Conversion Price or the Series B Conversion Price, as the case may be, that is higher than the Lower Consideration shall be reduced to the lowest net price per share at which any such share of Common Stock has been issued or sold or is deemed to have been issued or sold.

D. Effect on Conversion Price of Certain Events. Subject to Paragraph 4.B of this Article Three, for purposes of determining the adjusted Conversion Price for the Series A Preferred and Series B Preferred under Paragraph 4.C of this Article Three, the following shall be applicable:

1. Issuance of Rights or Options. If the Corporation in any manner grants or sells any Option and the lowest price per share for which any one share of Common Stock is issuable upon the exercise of any such Option, or upon conversion or exchange of any Convertible Security issuable upon exercise of any such Option, is less than the Series A Conversion Price or the Series B Conversion Price, as the case may be, in effect immediately prior to the time of the granting or sale of such Option, then such share of Common Stock shall be deemed to be outstanding and to have been issued and sold by the Corporation at the time of the granting or sale of such Option for such price per share for the purpose of determining the adjusted Series A Conversion Price or Series B Conversion Price, as the case may be. For purposes of this Paragraph 4.D.1, the "lowest price per share for which any one share of Common Stock is issuable" shall be equal to the lowest aggregate consideration (if any) received or receivable by the Corporation with respect to any one share of Common Stock upon the granting or sale of the Option, upon exercise of the Option and upon conversion or exchange of any Convertible Security issuable upon exercise of such Option. No further adjustment of such Series A Conversion Price or Series B Conversion Price, as the case may be, shall be made upon the actual issuance of such Common Stock or such Convertible Security upon the exercise of such Options or upon the actual issuance of such Common Stock upon conversion or exchange of such Convertible Security.

2. Issuance of Convertible Securities. If the Corporation in any manner issues or sells any Convertible Security and the lowest price per share for which any one share of Common Stock is issuable upon conversion or exchange thereof is less than the Series A Conversion Price or the Series B Conversion Price, as the case may be, in effect immediately prior to the time of such issuance or sale, then such share of Common Stock shall be deemed to be outstanding and to have been issued and sold by the Corporation at the time of the issuance or sale of such Convertible Securities for such price per share for the purpose of determining the adjusted Series A Conversion Price or Series B Conversion Price, as the case may be. For the purposes of this Paragraph 4.D.2, the "lowest price per share for which any one share of Common Stock is issuable" shall be equal to the lowest aggregate consideration (if any) received or receivable by the Corporation with respect to any one share of Common Stock upon the issuance or sale of the Convertible Security and upon the conversion or exchange of such Convertible Security. No further adjustment of such Series A Conversion Price or Series B Conversion Price, as the case may be, shall be made upon the actual issuance of such Common

Stock upon conversion or exchange of any Convertible Security, and if any such issuance or sale of such Convertible Security is made upon exercise of any Options for which adjustments to such Series A Conversion Price or the Series B Conversion Price, as the case may be, had been made or are to be made pursuant to other provisions of this Paragraph 4, no further adjustment of such Series A Conversion Price or Series B Conversion Price, as the case may be, shall be made by reason of such issuance or sale.

3. Issuance of Preferred Stock. If the Corporation in any manner (i) issues or sells any shares of Convertible Security (which, for purposes of this Paragraph 4.D.3 shall mean only preferred stock convertible into Common Stock) at a price per share of less than the Series A Liquidation Value with respect to the Series A Preferred, and the Series B Liquidation Value with respect to the Series B Preferred; **and** (ii) the aggregate consideration received or receivable by the Corporation for each such share of Convertible Security and each share of Common Stock issued or sold by the Corporation in connection with or at the time of the issuance or sale of such Convertible Security, is less than (a) the sum of the Series A Liquidation Value plus the Series A Conversion Price with respect to the Series A Preferred, or (b) the sum of the Series B Liquidation Value plus the Series B Conversion Price with respect to the Series B Preferred, the Corporation shall be deemed to have issued and sold Common Stock for a consideration per share less than the Series A Conversion Price, or the Series B Conversion Price, as the case may be, in effect immediately prior to such time, for the purpose of determining the adjusted Series A Conversion Price or Series B Conversion Price, as the case may be. For the purposes of this Paragraph 4.D.3, the aggregate consideration received or receivable by the Corporation for each share of Common Stock issued or sold by the Corporation in connection with or at the time of the issuance or sale of such Convertible Security shall be equal to the lesser of (i) the price per share of Common Stock issued or sold by the Corporation (if any) to the purchaser or any affiliate of the purchaser of the Convertible Security in a single or series of related transactions, (ii) the exercise price per share pursuant to any warrant for the purchase of Common Stock issued or sold by the Corporation (if any) to the purchaser or any affiliate of the purchaser of the Convertible Security in a single or series of related transaction, or (iii) if no shares of Common Stock or no warrants are issued or sold in connection with such transaction, the conversion price set by the Corporation with respect to such Convertible Security. Furthermore, for purposes of this Paragraph 4.D.3, the price per share for each such share of Common Stock deemed to have been issued and sold by the Corporation at the time of the issuance or sale of such Convertible Security shall be equal to the product of (i) in the case of the Series A Preferred, the Series A Conversion Price multiplied by a quotient, the numerator of which is the aggregate consideration received or receivable by the Corporation for each such share of Convertible Security and any one share of Common Stock issued or sold by the Corporation in connection with or at the time of the issuance or sale of such Convertible Security, and the denominator of which is the sum of the Series A Liquidation Value plus the Series A Conversion Price, and (ii in the case of Series B Preferred, the Series B Conversion Price multiplied by a quotient, the numerator of which is the aggregate consideration received or receivable by the Corporation for each such share of Convertible Security and any one share of Common Stock issued or sold by the Corporation in connection with or at the time of the issuance or sale of such Convertible Security, and the denominator of which is the sum of the Series B Liquidation Value plus the Series B Conversion Price. No further adjustment of such Series A Conversion Price or Series B Conversion Price, as the case may be, shall be made upon the actual issuance of such Common Stock upon conversion or exchange of any Convertible Security, and if any such issuance or sale of such Convertible

Security is made upon exercise of any Options for which adjustments to such Series A Conversion Price or the Series B Conversion Price, as the case may be, had been made or are to be made pursuant to other provisions of this Paragraph 4, no further adjustment of such Series A Conversion Price or Series B Conversion Price, as the case may be, shall be made by reason of such issuance or sale. Notwithstanding anything to the contrary in this Paragraph 4.D.3, no adjustment shall be made to the Series A Conversion Price or Series B Conversion Price pursuant to the provisions of Paragraph 4.C and this Paragraph 4.D.3 if two-thirds (2/3) of the issued and outstanding shares of Series A Preferred and Series B Preferred (voting together as a single class), consent to the issuance or sale by the Corporation of any Convertible Security at a price per share of less than the Series A Liquidation Value, or the Series B Liquidation Value, as the case may be.

E. Other Effects on Conversion Price. For purposes of determining the adjusted Series A Conversion Price and Series B Conversion Price under Paragraph 4.C of this Article Three, the following also shall be applicable:

1. Change in Option Price or Conversion Rate. If the exercise price provided for in any Option, the additional consideration (if any) payable upon the issuance, conversion or exchange of any Convertible Security or the rate at which any Convertible Security is convertible into or exchangeable for Common Stock changes at any time, the Series A Conversion Price or the Series B Conversion Price, as the case may be, in effect at the time of such change shall be adjusted immediately to the Series A Conversion Price or the Series B Conversion Price, as the case may be, which would have been in effect at such time had such Option or Convertible Security originally provided for such changed purchase price, additional consideration or conversion rate, as the case may be, at the time initially granted, issued or sold. For purposes of Paragraph 4.C of this Article Three, if the terms of any Option or Convertible Security which was outstanding as of the date of issuance of a series of Preferred Stock are changed in the manner described in the immediately preceding sentence, then such Option or Convertible Security and the Common Stock deemed issuable upon exercise, conversion or exchange thereof shall be deemed to have been issued as of the date of such change for purposes of the conversion of such series of Preferred Stock; *provided* that no such change shall at any time cause such Series A Conversion Price or Series B Conversion Price, as the case may be, to be increased.

2. Treatment of Expired Options and Unexercised Convertible Securities. Upon the expiration of any Option or the termination of any right to convert or exchange any Convertible Security without the exercise of any such Option or right, the Series A Conversion Price and the Series B Conversion Price then in effect hereunder shall be adjusted immediately to the Conversion Price for such series of Preferred Stock which would have been in effect at the time of such expiration or termination had such Option or Convertible Security, to the extent outstanding immediately prior to such expiration or termination, never been issued. For purposes of Paragraph 4.C of this Article Three, the expiration or termination of any Option or Convertible Security which was outstanding as of the date of issuance of a series of Preferred Stock shall not cause such Series A Conversion Price or Series B Conversion Price, as the case may be, to be adjusted unless, and only to the extent that, a change in the terms of such Option or Convertible Security caused it to be deemed to have been issued after the date of issuance of such series of Preferred Stock.

3. Calculation of Consideration Received. If any Common Stock, Option or Convertible Security is issued or sold or deemed to have been issued or sold for cash, the consideration received therefor shall be deemed to be the amount received by the Corporation therefor (net of discounts, commissions and related expenses). If any Common Stock, Option or Convertible Security is issued or sold for a consideration other than cash, the amount of the consideration other than cash received by the Corporation shall be the fair market value of such consideration, as determined by the Board, except where such consideration consists of securities, in which case the amount of consideration received by the Corporation shall be the Market Price thereof as of the date of receipt. If any Common Stock, Option or Convertible Security is issued to the owners of the non-surviving entity in connection with any merger in which the Corporation is the surviving corporation, the amount of consideration therefor shall be deemed to be the fair market value of such portion of the net assets and business of the nonsurviving entity as is attributable to such Common Stock, Option or Convertible Security, as the case may be and as determined by the Board. The fair market value of any consideration other than cash and securities shall be determined by the Board and approved by the holders of the majority of the shares of Series A Preferred and Series B Preferred (voting together as a single class). If such parties are unable to reach agreement within twenty (20) days of the receipt (or deemed receipt) of such consideration, the fair market value of such consideration shall be determined by an independent appraiser experienced in valuing such type of consideration selected by the Board and approved by the holders of a majority of the shares of Series A Preferred and Series B Preferred (voting together as a single class). In the event that the Board and the holders of the majority of the shares of Series A Preferred and Series B Preferred (voting together as a single class) are unable to agree upon an independent appraiser within ten (10) Business Days of the date on which the Board first submits a proposed candidate for independent appraiser, then either the Board or the holders of a majority of the shares of Series A Preferred and Series B Preferred (voting together as a single class) may submit a written request for the selection of an independent appraiser to the American Arbitration Association, which shall designate the independent appraiser. The determination of such appraiser shall be final and binding upon the Corporation and the holders of the Series A Preferred and Series B Preferred, and the fees and expenses of such appraiser shall be borne by the Corporation.

4. Integrated Transactions. In case any Option is issued in connection with the issuance or sale of other securities of the Corporation, together comprising one integrated transaction in which no specific consideration is allocated to such Option by the parties thereto, the Option shall be deemed to have been issued for a consideration of $.01.

5. Treasury Shares. The number of shares of Common Stock outstanding at any given time shall not include shares owned or held by or for the account of the Corporation or any subsidiary of the Corporation, and the disposition of any shares so owned or held shall be considered an issuance or sale of Common Stock.

F. Record Date. If the Corporation takes a record of the holders of Common Stock for the purpose of entitling them (i) to receive a dividend or other distribution payable in Common Stock, Options or in Convertible Securities or (ii) to subscribe for or purchase Common Stock, Options or Convertible Securities, then such record date shall be deemed to be the date of the issuance or sale of the shares of Common Stock deemed to have been issued or sold upon the declaration of such dividend or upon the making of such other distribution or the date of the granting of such right of subscription or purchase, as the case may be.

G. Subdivision or Combination of Common Stock. If the Corporation at any time subdivides (by any stock split, stock dividend, recapitalization or otherwise) one or more classes of its outstanding shares of Common Stock into a greater number of shares, the Series A Conversion Price or Series B Conversion Price, as the case may be, in effect immediately prior to such subdivision shall be proportionately reduced, and if the Corporation at any time combines (by reverse stock split or otherwise) one or more classes of its outstanding shares of Common Stock into a smaller number of shares, the Series A Conversion Price or Series B Conversion Price, as the case may be, in effect immediately prior to such combination shall be proportionately increased.

H. Reorganization, Reclassification, Consolidation, Merger or Sale. Any recapitalization, reorganization, reclassification, consolidation, merger, sale of all or substantially all of the Corporation's assets or other transaction, in each case which is effected in such a manner that the holders of Common Stock are entitled to receive stock, securities or assets with respect to or in exchange for Common Stock, is referred to herein as an "Recapitalization Event." Prior to the consummation of any Recapitalization Event, the Corporation shall make appropriate provisions (in form and substance satisfactory to the holders of the majority of the shares of the Series A Preferred and Series B Preferred (voting together as a single class) to ensure that each of the holders of Series A Preferred and Series B Preferred shall thereafter have the right to acquire and receive, in lieu of and/or in addition to (as the case may be) the shares of Conversion Stock immediately theretofore acquirable and receivable upon the conversion of such holder's Preferred Stock, such shares of stock, securities or assets as such holder would have received in connection with such Recapitalization Event if such holder had converted (assuming for purposes of this calculation that all conditions precedent to such conversion had occurred) its Preferred Stock immediately prior to such Recapitalization Event. In each such case, the Corporation shall also make appropriate provisions (in form and substance satisfactory to the holders of the majority of the Series A Preferred and Series B Preferred (voting together as a single class) to ensure that the provisions of this Paragraph 4 and Paragraph 8 of this Article Three shall thereafter be applicable to the Series A Preferred and the Series B Preferred (including, in the case of any such consolidation, merger or sale in which the successor entity or purchasing entity is other than the Corporation, an immediate adjustment of the Series A Conversion Price and Series B Conversion Price to the value for the Common Stock reflected by the terms of such consolidation, merger or sale, and a corresponding immediate adjustment in the number of shares of Conversion Stock acquirable and receivable upon conversion of such series of Preferred Stock, if the value so reflected is less than the Series A Conversion Price or Series B Conversion Price, as the case may be, in effect immediately prior to such consolidation, merger or sale). The Corporation shall not effect any such consolidation, merger or sale, unless prior to the consummation thereof, the successor entity (if other than the Corporation) resulting from consolidation or merger or the entity purchasing such assets assumes by written instrument (in form and substance satisfactory to the holders of the majority of the Series A Preferred and Series B Preferred (voting together as a single class), the obligation to deliver to each such holder such shares of stock, securities or assets as, in accordance with the foregoing provisions, such holder may be entitled to acquire.

I. Certain Events. If any event occurs of the type contemplated by the provisions of this Paragraph 4 but not expressly provided for by such provision (including, without limitation, the granting of stock appreciation rights, phantom stock rights or other rights with equity features (any such rights in connection with such an event, the "Other Rights")), then the Board shall make an appropriate adjustment in the Series A Conversion Price and Series B Conversion Price so as to protect the rights of the holders of such series of Preferred Stock; *provided* that no such adjustment shall increase the Series A Conversion Price or Series B Conversion Price, as the case may be, as otherwise determined pursuant to this Paragraph 4 or decrease the number of shares of Conversion Stock issuable upon conversion of each share of such Preferred Stock; *provided further*, upon the termination or expiration of any Other Right without the exercise of such Other Right, the Series A Conversion Price and the Series B Conversion Price then in effect hereunder shall be adjusted immediately to the Conversion Price for such series of Preferred Stock which would have been in effect at the time of such expiration or termination had such Other Right, to the extent outstanding immediately prior to such expiration or termination, never been issued. For purposes of Paragraph 4.C of this Article Three, the expiration or termination of any Other Right which was outstanding as of the date of issuance of a series of Preferred Stock shall not cause such Series A Conversion Price or Series B Conversion Price, as the case may be, to be adjusted unless, and only to the extent that, a change in the terms of such Other Right caused it to be deemed to have been issued after the date of issuance of such series of Preferred Stock.

J. Notices.

1. Immediately upon any adjustment of the Series A Conversion Price or Series B Conversion Price, as the case may be, the Corporation shall give written notice thereof to all holders of such series of Preferred Stock, setting forth in reasonable detail and certifying the calculation of such adjustment.

2. The Corporation shall give written notice to all holders of the Series A Preferred and Series B Preferred at least five (5) Business Days prior to the date on which the Corporation closes its books or takes a record (a) with respect to any dividend or distribution upon Common Stock, (b) with respect to any pro rata subscription offer to holders of Common Stock or (c) for determining rights to vote with respect to any Recapitalization Event, dissolution or liquidation.

3. The Corporation shall also give written notice to the holders of the Series A Preferred and Series B Preferred at least five (5) Business Days prior to the date on which any Recapitalization Event or Change of Control shall take place.

5. REDEMPTION

The Series A Preferred and Series B Preferred are not redeemable by the Corporation and no holder of Series A Preferred or Series B Preferred may require the Corporation to redeem any shares of such stock.

6. STATUS

Upon any conversion of any shares of Preferred Stock, the shares of the Preferred Stock so converted shall have the status of authorized and unissued shares of Preferred Stock, and the number of shares of Preferred Stock which the Corporation shall have authority to issue shall not be decreased by the conversion of shares of Preferred Stock.

7. VOTING RIGHTS

A. General Provisions. The holders of the Series A Preferred and Series B Preferred shall be entitled to notice of all shareholders meetings in accordance with the Corporation's bylaws (the "Bylaws"), and except as otherwise required by applicable law, the holders of the Series A Preferred and Series B Preferred shall be entitled to vote on all matters submitted to the shareholders for a vote together with the holders of the Common Stock (voting together as a single class) with each share of Common Stock, Series A Preferred and Series B Preferred entitled to one vote per share.

B. Special Voting Provisions. Notwithstanding the foregoing, the Corporation shall not:

1. Merge or consolidate with another entity or entities, sell all or substantially all of its assets, or voluntarily dissolve or liquidate without the prior approval of holders of at least two-thirds (2/3) of the issued and outstanding shares of the Series A Preferred and Series B Preferred (voting together as a single class);

2. Change or alter the Corporation's Amended and Restated Articles of Incorporation or Bylaws (except as provided herein) without the prior approval of at least two-thirds (2/3) of the Board;

3. Alter or amend the preferences, privileges or rights of the Series B Preferred without the affirmative vote or other consent of the Warburg Director (as defined in that certain Amended and Restated Shareholders' Agreement, by and among the Corporation and the shareholders listed therein);

4. Alter or amend the preferences, privileges or rights of the Series A Preferred or Series B Preferred without the prior approval of two-thirds (2/3) of the issued and outstanding shares of Series A Preferred and Series B Preferred (voting together as a single class); or

5. Create any class of shares of stock of the Corporation after the date hereof that ranks senior to or pari passu with the Series A Preferred or Series B Preferred without the prior approval of two-thirds (2/3) of the issued and outstanding shares of Series A Preferred and Series B Preferred (voting together as a single class).

8. PURCHASE RIGHTS

Except for the Existing Rights and Options to purchase shares of Common Stock granted by the Board to directors, employees or consultants of or to the Corporation, or any direct or indirect subsidiary of the Corporation, if the Corporation at any time grants, issues or sells any Options, Convertible Securities, or other securities or property pro rata to the record holders of any series of Common Stock (the "Purchase Rights"), then each holder of Series A Preferred and Series B Preferred shall be entitled to acquire, upon the terms applicable to such Purchase

Rights, the aggregate Purchase Rights per share of such series of Preferred Stock which such holder could have acquired if such holder had held the number of shares of Common Stock equal to the number of Conversion Shares into which each share of such Preferred Stock could have been converted (assuming for purposes of this provision that all conditions precedent to such conversion have been satisfied) immediately before the date on which a record is taken for the grant, issuance or sale of such Purchase Rights, or if no such record is taken, the date as of which the record holders of Common Stock are to be determined for the grant, issuance or sale of such Purchase Rights. Notwithstanding any provision herein to the contrary, the rights of all holders of the Series A Preferred under this Paragraph 8 may be waived by the holders of a majority of the shares of the Series A Preferred and Series B Preferred (voting together as a single class).

9. CERTAIN DEFINITIONS

"1998 Stock Purchase Agreement" means that certain Stock Purchase Agreement, dated as of November 4, 1998, among the Corporation and the parties identified therein.

"Additional Shares" has the meaning set forth in Paragraph 1 of Article Four hereof.

"Board" has the meaning set forth in Paragraph 1 of Article Three hereof.

"Business Day" means any day in which banks are not required or authorized to close in Los Angeles, California or New York, New York.

"Bylaws" has the meaning set forth in Paragraph 7.A of Article Three hereof.

"CapitalSource Agreement" means that certain Loan and Security Agreement, by and between the Corporation, Aspen Youth, Inc., a California Corporation ("Youth"), all of Youth's subsidiaries, CapitalSource Finance LLC and certain lenders defined therein.

"CapitalSource Warrant" means the warrant issued pursuant to the CapitalSource Agreement.

"Cash Equivalent" means a certified or official bank check, or wire transfer of immediately available funds.

"Change of Control" means (a) any sale or transfer of more than 50% of the assets of the Corporation and its subsidiaries on a consolidated basis (measured either by book value in accordance with generally accepted accounting principles consistently applied or by fair market value determined in the reasonable good faith judgment of the Board) in any transaction or series of related transactions (other than sales in the ordinary course of business) and (b) any merger or consolidation to which the Corporation is a party, except for a merger in which (i) the Corporation is the surviving corporation, (ii) the terms of the Series A Preferred and Series B Preferred are not changed, (iii) the Series A Preferred and the Series B Preferred are not exchanged for cash, securities (except with respect to conversion rights) or other property, and (iv) after giving effect to such merger, no Person or group of Persons (as the term "group" is used under the Securities Exchange Act of 1934, as amended) other than the holders of Common Stock, Series A Preferred immediately following the closing of the 1998 Stock Purchase Agreement, and Series B Preferred Stock immediately following the closing of the Warburg

Agreement, and each of their respective Qualified Transferees as defined in, and pursuant to the Shareholders' Agreement, owns (x) capital stock of the Corporation possessing a majority of the voting power (under ordinary circumstances) to elect a majority of the Board or (y) more than 50% of the Corporation's issued and outstanding Common Stock.

"Common Stock" means, collectively, Common Stock of the Corporation and any capital stock of any class of the Corporation hereafter authorized which is not limited to a fixed sum or percentage of par or stated value in respect to the rights of the holders thereof to participate in dividends or in the distribution of assets upon any liquidation, dissolution or winding up of the Corporation.

"Conversion Date" has the meaning set forth in Paragraph 4.A.1 of Article Three hereof.

"Conversion Event" shall mean the earlier to occur of the following: (a) a Change of Control; or (b) a Public Offering.

"Conversion Notice" has the meaning set forth in Paragraph 4.A.1 of Article Three hereof.

"Conversion Price" means the Series A Conversion Price or Series B Conversion Price, as the context requires.

"Conversion Rate" means, as of any determination date, (a) with respect to the Series A Preferred, $0.13579 *divided* by the Series A Conversion Price then in effect for the Series A Preferred, and (b) with respect to the Series B Preferred, $0.158 *divided* by the Series B Conversion Price then in effect for the Series B Preferred.

"Conversion Shares" means the number of shares of Series A Preferred or Series B Preferred, as applicable, to be converted, *multiplied* by the Conversion Rate then in effect for such series of Preferred Stock.

"Conversion Stock" means shares of the Common Stock, no par value; *provided* that if there is a change such that the securities issuable upon conversion of the Series A Preferred or Series B Preferred are issued by an entity other than the Corporation or there is a change in the type or series of securities so issuable, then the term "Conversion Stock" shall mean one share of the security issuable upon conversion of the Series A Preferred or Series B Preferred, as applicable, if such security is issuable in shares, or shall mean the smallest unit in which such security is issuable if such security is not issuable in shares.

"Convertible Securities" means any stock or securities directly or indirectly convertible into or exchangeable for Common Stock.

"Converting Share" has the meaning set forth in Paragraph 4.A.1. of Article Three hereof.

"Dividend Payment Date" has the meaning set forth in Paragraph 2.A of Article Three hereof.

"Dividend Payment Record Date" has the meaning set forth in Paragraph 2.B of Article Three hereof.

"Dividend Rate" has the meaning set forth in Paragraph 2.A of Article Three hereof.

"Existing Rights" means the obligation of the Corporation to issue shares of Common Stock pursuant to either (a) that certain Warrant issued by the Corporation to Banc of America Commercial Finance Corporation, (b) those certain Warrants issued by the Corporation to Frazier Healthcare II, L.P., (c) those certain Warrants issued by the Corporation to Frazier Healthcare III, L.P., (d) those certain Warrants issued by the Corporation to Barry Weiss and Esther Weiss, as trustees of the Barry and Esther Weiss Living Trust, u/t/d October 15, 1984, (e) those certain Warrants issued by the Corporation to Elliot A. Sainer and Marcia Sainer, as trustees of the Elliot and Marcia Sainer Family Trust, u/t/d April 10, 1996, (f) that certain Warrant issued by the Corporation to DLJ Capital Corp, (g) that certain Warrant issued by the Corporation to DLJ ESC II, L.P., (h) that certain Warrant issued by the Corporation to Sprout Capital VIII, L.P., (i) that certain Warrant issued by the Corporation to Sprout Venture Capital, L.P., (j) that certain Warrant issued by the Corporation to Sprout Growth II, L.P., (k) that certain Warrant issued by the Corporation to Libra Mezzanine Partners II, L.P., (l) that certain Warrant issued by the Corporation to Libra Mezzanine Partners II-A, L.P., (m) that certain 7% Convertible Promissory Note issued by the Corporation in favor of the Leeway School for Educational Therapy, as each may be amended from time to time with the approval of the Board, or (n) that certain 1998 Stock Performance Plan, dated as of November 4, 1998, as may be amended from time to time by the Board.

"Fully-Diluted Common Stock" at any time, the then issued and outstanding shares of Common Stock, plus (without duplication) all shares of Common Stock issuable, (a) upon the conversion or exchange of all then outstanding securities of the Corporation which can be converted or exchanged into Common Stock (assuming for purposes of this calculation that all conditions precedent to conversion or exchange have occurred) or (b) upon the exercise of all other outstanding options, warrants or other rights to purchase or acquire shares of Common Stock, solely to the extent such options, warrants and/or other rights are exercisable as at the applicable determination date.

"Junior Liquidation Stock" has the meaning set forth in Paragraph 3.A of Article Three hereof.

"Liquidation Event" means any liquidation, dissolution or winding up of the Corporation, whether or not voluntary; *provided* that a "Liquidation Event" shall not be deemed to be occasioned by, or to include a Change of Control.

"Lower Consideration" has the meaning set forth in Paragraph 4.C of Article Three hereof.

"Mandatory Payment Date" has the meaning set forth in Paragraph 2.A of Article Three hereof.

"Market Price" of any security means the average of the closing prices of such security's sales on all securities exchanges on which such security may at the time be listed, or, if there has

been no sales on any such exchange on any day, the average of the highest bid and lowest asked price on all such exchanges at the end of the such day, or, if on any day such security is not so listed, the average of the representative bid and asked prices quoted in the NASDAQ System as of 4:00 P.M., New York time, or, if on any day such security is not quoted in the NASDAQ System, the average of the highest bid and lowest asked prices on such day in the domestic over-the-counter market as reported by the National Quotation Bureau, Incorporated, or any similar successor organization, in each such case averaged over a period of twenty-one (21) trading days consisting of the day as of which "Market Price" is being determined and the twenty (20) consecutive trading days prior to such day. If at any time a security is not listed on any securities exchange or quoted in the NASDAQ System or the over-the-counter market, the "Market Price" shall be the fair market value thereof determined by the Board and the holders of the majority of the shares of the Series A Preferred and Series B Preferred (voting together as a single class). If such parties are unable to reach agreement within twenty (20) days of the date on which a determination of the Market Price is to be made, such fair market value shall be determined by an independent appraiser experienced in valuing securities selected by the Board and the holders of the majority of the shares of the Series A Preferred and Series B Preferred (voting together as a single class). In the event that the Board and the holders of the majority of the shares of Series A Preferred and Series B Preferred (voting together as a single class) are unable to agree upon an independent appraiser within ten (10) Business Days of the date on which the Board first submits a proposed candidate for independent appraiser, then either the Board or the holders of the majority of the shares of Series A Preferred and Series B Preferred (voting together as a single class) may submit a written request for the selection of an independent appraiser to the American Arbitration Association, which shall designate the independent appraiser. The determination of such appraiser shall be final and binding upon the parties, and the fees and expenses of such appraiser shall be borne by the Corporation.

"Notice of Additional Shares" has the meaning set forth in Paragraph 2 of Article Four hereof.

"Option" means any right, warrant or option to subscribe for or purchase Common Stock or Convertible Securities, other than the Existing Rights.

"Other Rights" has the meaning set forth in Paragraph 4.I of Article Three hereof.

"Percentage Interest" the percentage of Fully-Diluted Common Stock derived from the fraction (a) the numerator of which is the number of shares of Fully-Diluted Common Stock held by a shareholder, and (b) the denominator or which is the number of shares of Fully-Diluted Common Stock held by all shareholders.

"Person" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization and a governmental entity or any department, agency or political subdivision thereof.

"Preemptive Right" has the meaning set forth in Paragraph 1 of Article Four hereof.

"Preferred Stock" has the meaning set forth in Paragraph (a) of Article Three hereof.

"Public Offering" means any offering by the Corporation of its capital stock or equity securities to the public pursuant to an effective registration statement under the Securities Act of 1933, as then in effect, or any comparable statement under any similar federal statute then in force, immediately following which the Common Stock is listed for trading on the New York Stock Exchange or for quotation on the NASDAQ National Market System or other agreed, internationally recognized stock exchange, and which results in gross proceeds to the Corporation (before payment of underwriters' discounts, commissions and offering expenses) of at least Forty Million Dollars ($40,000,000) and a minimum price of $3.01 per share, subject to adjustments for stock splits, stock dividends, and similar transactions.

"Purchase Rights" has the meaning set forth in Paragraph 8 of Article Three hereof.

"Recapitalization Event" has the meaning set forth in Paragraph 4.H of Article Three hereof.

"Series A Conversion Price" has the meaning set forth in Paragraph 4.B of Article Three hereof.

"Series A Liquidation Preference" has the meaning set forth in Paragraph 3.A of Article Three hereof.

"Series A Liquidation Value" has the meaning set forth in Paragraph 3.A of Article Three hereof.

"Series A Preferred" has the meaning set forth in Paragraph 1 of Article Three hereof.

"Series B Conversion Price" has the meaning set forth in Paragraph 4.B of Article Three hereof.

"Series B Liquidation Preference" has the meaning set forth in Paragraph 3.A of Article Three hereof.

"Series B Liquidation Value" has the meaning set forth in Paragraph 3.A of Article Three hereof.

"Series B Preferred" has the meaning set forth in Paragraph 1 of Article Three hereof.

"Shareholders" Agreement" means that certain Amended and Restated Shareholders' Agreement among the Corporation and the shareholders identified therein.

"Warburg Agreement" means that certain Securities Purchase Agreement, by and between the Corporation and Warburg Pincus Private Equity VIII, L.P.

"Warburg Warrant" means the warrant issued pursuant to the Warburg Agreement.

10. MISCELLANEOUS

A. Except as otherwise expressly provided, whenever in this Article Three notices or other communications are required to be made, delivered or otherwise given to holders of shares of the Series A Preferred or of the Series B Preferred, the notice or other communication shall be made in writing and shall be by registered or certified first class mail, return receipt requested, telecopies, courier service or personal delivery, addressed to the Persons shown on the books of the Corporation as such holders at the addresses as they appear in the books of the Corporation, as of a record date or dates determined in accordance with these Amended and Restated Articles of Incorporation, the Bylaws, and applicable law, in each case as in effect from time to time. All such notices and communications shall be deemed to have been duly given; when delivered by hand, if personally delivered; when delivered by courier; if delivered by commercial overnight courier service, five (5) Business Days after being deposited in the mail, postage prepaid, if mailed; and when receipt is acknowledged, if telecopied.

B. Except as may otherwise be required by law, no share of the Series A Preferred or Series B Preferred shall have any designations, preferences, limitations, or relative rights, other than those specifically set forth in this Article Three (as such may be amended from time to time) and in any other provision of these Amended and Restated Articles of Incorporation.

C. The headings of the various subdivisions hereof are for convenience of reference only and shall not effect the interpretation of any of the provisions hereof.

D. If any right, preference or limitation of the Series A Preferred or of the Series B Preferred set forth herein (as amended from time to time) is invalid, unlawful or incapable of being enforced by reason of any rule or law or public policy, all other rights, preferences and limitations set forth in this Article Three (as so amended) which can be given effect without the invalid, unlawful or unenforceable right, preference or limitation herein set forth shall, nevertheless remain in full force and effect, and no right, preference or limitation herein set forth shall be deemed dependent upon any other such right, preference or limitation unless so expressed herein.

Article Four. Preemptive Rights.

1. ISSUANCE AND SALE OF ADDITIONAL SHARES

If at any time the Corporation intends to issue and sell any unissued or treasury shares of the Corporation in exchange for cash or a Cash Equivalent ("Additional Shares"), then, before such issuance and sale may be consummated, each shareholder of the Corporation shall have the preemptive right and option to purchase from the Corporation up to that number of the Additional Shares determined by *multiplying* (a) the total number of Additional Shares, by (b) such shareholder's Percentage Interest (as defined in Paragraph 9 of Article Three) (the "Preemptive Right").

2. NOTICE OF ADDITIONAL SHARES

Prior to issuing or selling any Additional Shares, the Corporation shall deliver to each shareholder a written notice (the "Notice of Additional Shares") specifying the total number of

Additional Shares to be issued and sold by the Corporation, the per share cash or Cash Equivalent purchase price of the Additional Shares (which price shall be determined by the Board), the proposed date for the consummation of the issuance and sale, the maximum number of Additional Shares which each shareholder is entitled to purchase pursuant to such shareholder's Preemptive Right, and any other necessary disclosure statement, offering memorandum or similar information related to the issuance and sale of such Additional Shares. A Notice of Additional Shares shall be deemed delivered and effective on the date received by the shareholder last served with such notice.

3. EXERCISE OF PREEMPTIVE RIGHTS

Within thirty (30) calendar days after delivery of the Notice of Additional Shares, each shareholder desiring to exercise his Preemptive Right, which option may be exercised either in whole or in part, shall provide the Corporation with written notice of his intention to exercise his Preemptive Right and the number of Additional Shares he desires to purchase thereunder. In the event that any shareholder does not exercise, or does not exercise in full, such shareholder's Preemptive Right, then the Corporation may sell the remaining Additional Shares to the party to whom the Corporation initially proposed to sell the Additional Shares at the price per share specified in the Notice of Additional Shares.

4. CONSIDERATION FOR ADDITIONAL SHARES

Additional Shares subject to the Preemptive Right shall be sold by the Corporation, and purchased by the shareholders, only for cash or a Cash Equivalent. The issuance and sale of all Additional Shares shall, unless otherwise agreed to by the Corporation, be consummated simultaneously and no later than sixty (60) days following the date of the Notice of Additional Shares.

5. EXCLUSIONS

Notwithstanding the foregoing provisions of this Article Four, the shareholders shall not have Preemptive Rights with respect to the Corporation's issuance or sale of shares pursuant to the following types of transactions:

A. shares of the Corporation's capital stock issued pursuant to any employee compensation plan of the Corporation or employment agreement, or otherwise, in each case as approved by the Board;

B. shares of the Corporation's capital stock issued pursuant to a Public Offering;

C. shares of the Corporation's capital stock issued or issuable prior to the date hereof, including without limitation, shares issuable pursuant to the Existing Rights, Options, or convertible securities, including the Series A Preferred and Series B Preferred; or

D. shares of the Corporation's capital stock issuable pursuant to warrants or other purchase rights granted to one or more lenders that provide financing to the Corporation or its subsidiaries.

6. WAIVER OF PREEMPTIVE RIGHT

A shareholder who does not timely exercise his Preemptive Right pursuant to Paragraph 3 of this Article Four shall be deemed to have waived the entire Preemptive Right with respect to the applicable Notice of Additional Shares.

Article Five. The liability of the directors of this corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

Article Six. This corporation is authorized to provide indemnification of agents (as defined in Section 317 of the California Corporations Code) through bylaw provisions, agreements with agents, vote of shareholders or disinterested directors or otherwise, in excess of the indemnification otherwise permitted by Section 317 of the California Corporations Code, subject only to the applicable limits set forth in Section 204 of the California Corporations Code with respect to actions for breach of duty to the corporation and its shareholders.

3. The foregoing amendment and restatement of the Amended and Restated Articles of Incorporation has been duly approved by the Board.

4. The foregoing amendment and restatement of the Amended and Restated Articles of Incorporation has been duly approved by the required vote of shareholders in accordance with Sections 902 and 903 of the Corporations Code. The total number of outstanding shares of the corporation is 12,625,757 shares of Common Stock and 12,236,287 shares of Series A Preferred. The number of shares voting in favor of the amendment equaled or exceeded the vote required. The percentage vote required was more than 50% of the outstanding shares and more than 50% of each class.

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We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: April 15, 2002

By: /s/ Elliot A. Sainer
Elliot A. Sainer,
President

By: /s/ Tim Dupell
Tim Dupell,
Assistant Secretary

Exhibit 3.22

AMENDED AND RESTATED BYLAWS

OF

ASPEN EDUCATION GROUP, INC.

INCORPORATED UNDER THE LAWS
OF THE
STATE OF CALIFORNIA
ON

DECEMBER 30, 1997

TABLE OF CONTENTS

TABLE OF CONTENTS
(continued)

AMENDED AND RESTATED BYLAWS

OF

ASPEN EDUCATION GROUP, INC.

ARTICLE I

Applicability

Section 1. Applicability of Bylaws. These Bylaws govern, except as otherwise provided by statute or its Articles of Incorporation, the management of the business and the conduct of the affairs of the Corporation.

ARTICLE II

Offices

Section 1. Principal Offices. The Board of Directors shall fix the location of the principal executive office of the Corporation at any place within or outside the State of California. If the principal executive office is located outside this state, and the Corporation has one or more business offices in this state, the Board of Directors shall designate a principal business office in the State of California.

Section 2. Change in Location or Number of Offices. The Board of Directors may change any office from one location to another or eliminate any office or offices.

ARTICLE III

Meetings of Shareholders

Section 1. Place of Meetings. Meetings of the shareholders shall be held at any place within or without the State of California designated by the Board of Directors, or, in the absence of such designation, at the principal executive office of the Corporation.

Section 2. Annual Meetings. An annual meeting of the shareholders shall be held in the case of the first annual meeting, not more than fifteen (15) months after the organization of the Corporation and, in the case of all other annual meetings, no more than fifteen (15) months after the date of the last annual meeting, at a date and time designated by the Board of Directors. Directors shall be elected at each annual meeting and any other proper business may be transacted thereat.

Section 3. Special Meetings.

(a) Special meetings of the shareholders may be called by the Board of Directors, or the Chairman of the Board, or the President, or by the shareholders upon the request of the holders of shares entitled to cast not less than 10 percent of the votes at such meeting.

(b) Any request by the shareholders for the calling of a special meeting of the shareholders shall (1) be in writing, (2) specify the date and time thereof, which date shall be not less than 35 nor more than 60 days after receipt of the request, (3) specify the general nature of the business to be transacted thereat and (4) be given either personally or by first-class mail, postage prepaid, or other means of written communication to the Chairman of the Board, President, any Vice President or Secretary of the Corporation. The officer receiving a proper request to call a special meeting of the shareholders shall cause notice to be given pursuant to the provisions of Section 4 of this Article III to the shareholders entitled to vote thereat that a meeting will be held at the date and time specified by the person or persons calling the meeting. If notice is not given within 20 days of the receipt of the request, the shareholders making the request may give notice of such meeting so long as the notice given complies with the other provisions of this subsection.

(c) No business may be transacted at a special meeting unless the general nature thereof was stated in the notice of such meeting.

Section 4. Notice of Annual, Special or Adjourned Meetings.

(a) Whenever any meeting of the shareholders is to be held, a written notice of such meeting shall be given in the manner described in subdivision (d) of this section not less than 10 nor more than 60 days before the date thereof to each shareholder entitled to vote thereat. The notice shall state the place, date and hour of the meeting and (1) in the case of a special meeting, the general nature of the business to be transacted or (2) in the case of the annual meeting, those matters which the Board of Directors, at the time of the giving of the notice, intends to present for action by the shareholders. The notice of any meeting at which directors are to be elected shall include the name of any nominee or nominees who, at the time of the notice, management intends to present for election.

(b) Any proper matter may be presented at an annual meeting for action. However, any action to approve (1) a contract or transaction in which a director has a direct or indirect financial interest under Section 310 of the California Corporations Code (the “Code”), (2) an amendment of the Articles of Incorporation after issuance of shares under Section 902 of the Code, (3) a reorganization of the Corporation under Section 1201 of the Code, (4) a voluntary dissolution of the Corporation under Section 1900 of the Code, or (5) a distribution in dissolution (other than in accordance with the rights of outstanding preferred shares) under Section 2007 of the Code may be taken only if the notice of the meeting states the general nature of the matter to be approved or if all shareholders entitled to vote unanimously approve such actions.

(c) Notice need not be given of an adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken, except that if the adjournment is for more than 45 days or if after the adjournment a new record date is provided for the adjourned meeting, a notice of the adjourned meeting shall be given to each shareholder of record entitled to vote at that meeting.

(d) Notice of any meeting of the shareholders shall be given personally, by first class mail, or by telegraph or other written communication, addressed to the shareholder at his address appearing on the books of the Corporation or given by him to the Corporation for the purpose of notice; or if no such address appears or is given, at the place where the principal executive office of the Corporation is located or by publication at least once in a newspaper of general circulation in the county in which the principal executive office is located. Notice shall be deemed to have been given at the time when delivered personally to the recipient, deposited in the mail, delivered to a common carrier for transmission to the recipient or sent by other means of written communication. An affidavit of the mailing or other means of giving notice may be executed by the Secretary, Assistant Secretary or any transfer agent of the Corporation giving the notice and shall be prima facie evidence of the giving of the notice. Such affidavits shall be filed and maintained in the minute books of the Corporation.

(e) If any notice or report addressed to the shareholder at his address appearing on the books of the Corporation is returned to the Corporation by the United States Postal Service marked to indicate that the United States Postal Service is unable to deliver the notice or report to the shareholder at such address, all future notices or reports shall be deemed to have been duly given without further mailing if the same shall be available for the shareholder upon his written demand at the principal executive office of the Corporation for a period of one year from the date of the giving of the notice or report to all other shareholders.

Section 5. Record Date.

(a) The Board of Directors may fix a time in the future as a record date for determination of the shareholders who are (1) entitled to receive notice of any meeting or to vote thereat, (2) entitled to give written consent to any corporate action without a meeting, (3) entitled to receive payment of any dividend or other distribution or allotment of any rights or (4) entitled to exercise any rights in respect of any other lawful action. The record date so fixed shall be not more than 60 or less than 10 days prior to the date of any meeting of the shareholders, or more than 60 days prior to any other action.

(b) In the event no record date is fixed:

(1) The record date for determining the shareholders entitled to notice of or to vote at a meeting of shareholders shall be at the close of business on the business day next preceding the day on which notice is given or, if notice is waived, at the close of business on the business day next preceding the day on which the meeting is held.

(2) The record date for determining shareholders entitled to give consent to corporate action in writing without a meeting, when no prior action by the Board of Directors has been taken, shall be the day on which the first written consent is given.

(3) The record date for determining shareholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto, or the 60th day prior to the date of such other action, whichever is later.

(c) Notwithstanding any transfer of any shares on the books of the Corporation after the record date, only shareholders of record on the close of business on the record date are entitled to receive notice and to vote, to give written consent, to receive a dividend, distribution or allotment of rights or to exercise rights, as the case may be, except as otherwise provided in the articles or by agreement or by the Code.

(d) A determination of shareholders of record entitled to receive notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting unless the Board of Directors fixes a new record date for the adjourned meeting, but the Board shall fix a new record date if the meeting is adjourned for more than 45 days from the date set for the original meeting.

Section 6. Quorum.

(a) A majority of the shares entitled to vote at a meeting of the shareholders, represented in person or by proxy, shall constitute a quorum for the transaction of business thereat.

(b) The shareholders present at a duly called or held meeting at which a quorum is present may continue to transact business until adjournment notwithstanding the withdrawal of enough shareholders to leave less than a quorum, if any action taken (other than adjournment) is approved by at least a majority of the shares required to constitute a quorum.

Section 7. Adjournment. Any meeting of the shareholders may be adjourned from time to time whether or not a quorum is present by the vote of a majority of the shares represented thereat either in person or by proxy. At the adjourned meeting the Corporation may transact any business which might have been transacted at the original meeting but in the absence of a quorum, no other business may be transacted, except as provided in Section 8 of this Article III.

Section 8. Validation of Actions Taken at Defectively Called, Noticed or Held Meetings.

(a) The transactions of any meeting of the shareholders, however called and noticed and wherever held, are as valid as though had at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy, and if, either before or after the meeting, each of the persons entitled to vote thereat, not present in person or by proxy, signs a written waiver of notice or a consent to the holding of the meeting or an approval of the minutes thereof. Any written waiver of notice shall comply with subdivision (e) of Section 601 of the Code. All such waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

(b) Attendance of a person at a meeting shall constitute a waiver of notice of and presence at such meeting, except (1) when the person objects, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened and (2) that attendance at a meeting is not a waiver of any right to object to the consideration of any matter required by law or these bylaws to be included in the notice but was not so included, if such objection is expressly made at the meeting; provided, however, that any

person making such objection at the beginning of the meeting or to the consideration of matters required to be but not included in the notice may orally withdraw such objections at the meeting or thereafter waive such objection by signing a written waiver thereof or a consent to the holder of the meeting or the consideration of the matters or an approval of the minutes of the meeting. Neither the business to be transacted at nor the purpose of any annual or special meeting of shareholders need be specified in any written waiver of notice, consent to the holding of the meeting or approval of the minutes thereof, except that the general nature of the proposals specified in Section 4(b) of this Article in, if any, shall be so stated.

Section 9. Voting for Election of Directors.

(a) Except as provided in subdivision (c) of this section, the affirmative vote of the majority of the shares represented and voting at a duly held meeting at which a quorum is present (which shares voting affirmatively also constitute at least a majority of the required quorum) shall be the act of the shareholders, unless the vote of a greater number is required by law or the Articles of Incorporation.

(b) Every shareholder complying with subdivision (c) of this section and entitled to vote at any election of directors may cumulate his votes and give one candidate a number of votes equal to the number of directors to be elected multiplied by the number of votes to which the shareholder's shares are normally entitled, or distribute the shareholder's votes on the same principle among as many candidates as he thinks fit.

(c) No shareholder shall be entitled to cumulate votes (i.e., cast for any candidate a number of votes greater than the number of votes which such shareholder normally is entitled to cast) unless the candidate's or candidates' name(s) for which the shareholder desires to cumulate the shareholder's votes has or have been placed in nomination prior to the voting and the shareholder has given notice at the meeting prior to the voting of the shareholder's intention to cumulate the shareholder's votes. If any one shareholder has given such notice, all shareholders may cumulate their votes for candidates in nomination.

(d) Elections for directors may be by voice vote or by ballot unless any shareholder entitled to vote demands election by ballot at the meeting before the voting begins, in which case the vote shall be by ballot.

(e) In any election of directors, the candidates receiving the highest number of affirmative votes of the shares entitled to be voted for them up to the number of directors to be elected by such shares are elected as directors.

Section 10. Proxies.

(a) Every person entitled to vote shares may authorize another person or persons to act with respect to such shares by a written proxy signed by him or his attorney-in-fact and filed with the Secretary of the Corporation. A proxy shall be deemed signed if the shareholder's name is placed on the proxy (whether by manual signature, typewriting, telegraphic transmission or otherwise) by him or his attorney-in-fact.

(b) The date contained on the form of proxy shall be deemed to be the date of its execution. Any validly executed proxy, except a proxy which is irrevocable pursuant to subdivision (c) of this Section 10, shall continue in full force and effect until the expiration of the term specified therein or upon its earlier revocation by the person executing it prior to the vote pursuant thereto (A) by a writing delivered to the Corporation stating that it is revoked, (B) by written notice of the death of the person executing the proxy, delivered to the Corporation before the vote is counted, (C) by a subsequent proxy executed by the person executing the prior proxy and presented to the meeting or (D) as to any meeting, by attendance at such meeting and voting in person by the person executing the proxy. No proxy shall be valid after the expiration of 11 months from the date thereof unless otherwise provided in the proxy.

(c) A proxy which states that it is irrevocable is irrevocable for the period specified therein subject to the provisions of subdivisions (e) and (f) of Section 705 of the Code.

Section 11. Inspectors of Election.

(a) In advance of any meeting of the shareholders, the Board of Directors may appoint either one or three persons (other than nominees for the office of director) as inspectors of election to act at such meeting or any adjournments thereof. If inspectors of election are not so appointed, or if any person so appointed fails to appear or refuses to act, the chairman of any such meeting may, and on the request of any shareholder or his proxyholder shall, appoint inspectors of election (or persons to replace those who so fail or refuse to act) at the meeting. If appointed at a meeting on the request of one or more shareholders or the proxyholders thereof, the majority of shares represented in person or by proxy shall determine whether one or three inspectors are to be appointed.

(b) The duties of inspectors of election and the manner of performance thereof shall be as prescribed in subdivisions (b) and (c) of Section 707 of the Code.

Section 12. Action by Written Consent.

(a) Subject to subdivisions (b) and (c) of this section, any action which may be taken at any annual or special meeting of the shareholders may be taken without a meeting, without a vote and without prior notice, if a consent in writing, setting forth the action so taken, is signed by the holders of outstanding shares having not less than the minimum number of votes which would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. All such consents shall be filed with the Secretary of the Corporation and maintained with the corporate records.

(b) Except for the election of a director by written consent to fill a vacancy on the Board of Directors (other than a vacancy created by removal), directors may be elected by written consent only by the unanimous written consent of all shares entitled to vote for the election of directors. In the case of an election of a director by written consent to fill a vacancy (other than a vacancy created by removal), any such election requires the consent of a majority of the outstanding shares entitled to vote for the election of such director.

(c) Unless the consents of all shareholders entitled to vote have been solicited in writing, the Secretary of the Corporation shall give prompt notice of the corporate action

approved by the shareholders without a meeting. This notice shall be given in the manner specified in subdivision (d) of Section 4 of this Article III. In the case of approval of (1) contracts or transactions in which a director has a direct or indirect financial interest under Section 310 of the Code, (2) indemnification of agents of the Corporation under Section 317 of the Code, (3) a reorganization of the Corporation under Section 1201 of the Code, or (4) a distribution in dissolution (other than in accordance with the rights of outstanding preferred shares) under Section 2007 of the Code, notice of such approval shall be given at least ten (10) days before the consummation of any action authorized by that approval.

(d) Any shareholder giving a written consent, or his proxyholder, or a transferee of the shares or a personal representative of the shareholder or their respective proxyholders, may revoke the consent by a writing received by the Corporation prior to the time that written consents of the number of shares required to authorize the proposed action have been filed with the Secretary of the Corporation, but may not do so thereafter. Such revocation is effective upon its receipt by the Secretary of the Corporation.

ARTICLE IV

Directors

Section 1. Number of Directors.

(a) The authorized number of directors shall be not less than five (5) nor more than seven (7), with the exact number of directors to be fixed, within the limits specified herein, by the Board of Directors of the Corporation or the shareholders.

(b) The maximum or minimum authorized number of directors may only be changed by an amendment of this Section 1 approved by the vote or written consent of a majority of the outstanding shares entitled to vote; provided, however, that an amendment reducing the minimum number of directors to a number less than five (5) shall not be adopted if the votes cast against its adoption at a meeting (or the shares not consenting in the case of action by written consent) exceed 16-2/3% of such outstanding shares; and provided, further, that in no case shall the stated maximum authorized number of directors exceed two times the stated minimum number of authorized directors minus one.

Section 2. Powers. Subject to the Code and any limitations in the Corporation’s Articles of Incorporation relating to action requiring approval by the outstanding shares, the business and affairs of the corporation shall be managed and all corporate powers shall be exercised by or under the direction of the Board of Directors.

Section 3. Election of Directors. Directors shall be elected at each annual meeting of the shareholders.

Section 4. Term of Office. Each director, including a director elected to fill a vacancy, shall hold office until the expiration of the term for which he is elected and until a successor has been elected and qualified.

Section 5. Vacancies.

(a) A vacancy on the Board of Directors exists whenever any authorized position of director is not then filled by a duly elected director, whether caused by death, resignation, removal, change in the authorized number of directors or otherwise.

(b) Except for a vacancy created by the removal of a director, vacancies on the Board of Directors may be filled by a majority of the directors then in office, or, if the number of directors then in office is less than a quorum, by (1) the unanimous written consent of the directors then in office, (2) the affirmative vote of the majority of the directors then in office at a meeting held pursuant to notice or waivers of notice or (3) by a sole remaining director. A vacancy created by the removal of a director shall be filled only by a person elected by a majority of the shareholders entitled to vote at a duly held meeting at which there is a quorum present or by the unanimous written consent of the holders of the outstanding shares entitled to vote at such a meeting.

(c) The shareholders may elect a director at any time to fill any vacancy not filled by the directors.

Section 6. Removal.

(a) The Board of Directors may declare vacant the office of a director who has been declared of unsound mind by an order of court or convicted of a felony.

(b) Any or all of the directors may be removed without cause if such removal is approved by a majority of the outstanding shares entitled to vote; provided, however, that no director may be removed (unless the entire Board of Directors is removed) when the votes cast against his removal, or not consenting in writing to such removal, would be sufficient to elect such director if voted cumulatively at an election at which the same total number of votes were cast (or, if such action is taken by written consent, all shares entitled to vote were voted) and the entire number of directors authorized at the time of his most recent election were then being elected; and provided, further, if the Corporation's Articles of Incorporation provide that the shareholders of any class or series, voting as a class or series, are entitled to elect one or more directors, any director so elected may be removed only by the applicable vote of the shareholders of such class or series.

(c) Any reduction of the authorized number of directors does not remove any director prior to the expiration of his term of office.

(d) A director may not be removed prior to the expiration of his term of office except as provided in this section and except as ordered by the superior court of the proper county at the suit of shareholders of at least 10 percent of the outstanding shares of any class.

Section 7. Resignation. Any director may resign effective upon giving written notice to the Chairman of the Board, the President, the Secretary or the Board of Directors of the Corporation, unless the notice specifies a later time for the effectiveness of such resignation. If the resignation is effective at a future time, a successor may be elected to take office when the resignation becomes effective.

Section 8. Fees and Compensation. Directors may be paid for their services in such capacity a sum in such amounts, at such times and upon such conditions as may be determined from time to time by resolution of the Board of Directors and may be reimbursed for their expenses, if any, for attendance at each meeting of the Board. No such payments shall preclude any director from serving the Corporation in any other capacity and receiving compensation in any manner therefor.

ARTICLE V

Committees of the Board of Directors

Section 1. Designation of Committees. The Board of Directors may, by resolution adopted by a majority of the authorized number of directors, designate (a) one or more committees, each consisting of two or more directors and (b) one or more directors as alternate members of any committee, who may replace any absent member at any meeting thereof. Any member or alternate member of a committee shall serve at the pleasure of the Board.

Section 2. Powers of Committees. Any committee, to the extent provided in the resolution of the Board of Directors designating such committee, shall have all the authority of the Board, except with respect to:

(a) The approval of any action for which the Code also requires any action by the shareholders;

(b) The filling of vacancies on the Board or on any committee;

(c) The fixing of compensation of the directors for serving on the Board or on any committee thereof;

(d) The amendment or repeal of these Bylaws or the adoption of new bylaws;

(e) The amendment or repeal of any resolution of the Board which by its express terms is not so amendable or repealable;

(f) A distribution to the shareholders of the Corporation, except at a rate, in a periodic amount or within a price range determined by the Board of Directors; or

(g) The designation of other committees of the Board or the appointment of members or alternate members thereof.

ARTICLE VI

Meetings of the Board of Directors and Committees Thereof

Section 1. Place and Meetings. Regular meetings of the Board of Directors shall be held at a place within or without the State of California that has been designated from time to time by the Board or, in the absence of such designation, at the principal executive office of the Corporation. Special meetings of the Board shall be held either at any place within or without the State of California which has been designated in the notice of meeting or, if not stated in the notice or if there is no notice, at the principal executive office of the Corporation.

Section 2. Annual Meeting. Immediately following each annual meeting of the shareholders, the Board of Directors shall hold a regular meeting for the purpose of organization, to elect officers and the transaction of other business; provided, however, that no annual meeting shall occur on a Saturday or within six (6) hours before or after generally recognized Jewish holidays. Notice of any such meeting is not required.

Section 3. Other Regular Meetings. Other regular meetings of the Board of Directors shall be held without notice at such time as shall be designated from time to time by the Board. The Board shall use its reasonable best efforts not to hold any regular meetings on a Saturday or within six (6) hours before or after generally recognized Jewish holidays. Notice of any such meeting is not required.

Section 4. Special Meetings. Special meetings of the Board of Directors may be called at any time for any purpose or purposes by the Chairman of the Board or the President or any Vice President or the Secretary or any two directors of the Corporation; provided, however, that no special meeting shall occur on a Saturday or within six (6) hours before or after generally recognized Jewish holidays. Notice shall be given pursuant to the terms of Article VI, Section 5 of any special meeting of the Board.

Section 5. Notice of Special Meetings. Notice of the time and place of special meetings of the Board of Directors shall be delivered personally or by telephone to each director or sent to each director by first-class mail or telegraph, charges prepaid, addressed to each director at that director's address as shown on the records of the Corporation. Such notice shall be given four days prior to the holding of the special meeting if sent by mail or 48 hours prior to the holding thereof if delivered personally or given by telephone, including a voice messaging system or other system or technology designed to record and communicate messages, telegraph, facsimile, electronic mail, or other electronic means. The notice or report shall be deemed to have been given at the time when delivered personally to the recipient or deposited in the mail or sent by other means of written communication. Notice of any special meeting of the Board of Directors need not specify the purpose thereof.

Section 6. Waivers, Consents and Approvals. Notice of any meeting of the Board of Directors need not be given to any director who signs a waiver of notice or a consent to holding the meeting or an approval of the minutes thereof, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to him. All such waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 7. Quorum; Action at Meetings; Conference Telephonic Meetings.

(a) A majority of the authorized number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present is the act of the Board of Directors, unless action by a greater proportion of the directors is required by law or the Articles of Incorporation;

(b) A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for such meeting; and

(c) Members of the Board of Directors may participate in a meeting through use of conference telephone, electronic video screen communication or other similar communications equipment so long as:

(1) each member participating in the meeting can communicate with all of the other members concurrently;

(2) each member is provided the means of participating in all matters before the board, including the capacity to propose, or to interpose an objection, to a specific action to be taken by the Corporation; and

(3) the Corporation adopts and implements some means of verifying both of the following:

(i) a person participating in the meeting is a director entitled to participate in the board meeting; and

(ii) all actions of, or votes by, the Board are taken and cast only by the directors and not by persons who are not directors.

Section 8. Adjournment. A majority of the directors present, whether or not a quorum is present, may adjourn any meeting to another time and place. If the meeting is adjourned for more than 24 hours, notice of any adjournment to another time or place shall be given prior to the time of the adjourned meeting to the directors who were not present at the time of the adjournment.

Section 9. Action Without a Meeting. An action required or permitted to be taken by the Board of Directors may be taken without a meeting, if the members of the Board individually or collectively consent in writing to that action. The written consent or consents shall be filed with the minutes of the proceedings of the Board. The action by written consent shall have the same force and effect as a unanimous vote of the directors.

Section 10. Meetings of and Action by Committees. The provisions of this Article VI apply to committees of the Board of Directors and action by those committees with such changes in the language of those provisions as are necessary to substitute the committee and its members for the Board and its members.

ARTICLE VII

Officers

Section 1. Officers. The officers of the Corporation shall be a President, a Secretary and a Chief Financial Officer. The Corporation may also have, at the discretion of the Board, a Chairman of the Board, one or more Vice Presidents, one or more Assistant Secretaries, a

Treasurer, one or more Assistant Treasurers and such other officers as may be appointed in accordance with the provisions of Section 3 of this Article VII. One person may hold two or more offices.

Section 2. Election of Officers. The officers of the Corporation, except such officers as may be appointed in accordance with the provisions of Section 3 or Section 5 of this Article VII, shall be chosen by the Board of Directors.

Section 3. Other Officers. The Board of Directors may appoint by resolution, and may empower the Chairman of the Board, if there be such an officer, or the President, to appoint such other officers as the business of the Corporation may require, each of whom shall hold office for such period, have such authority and perform such duties as are determined from time to time by resolution of the Board or, in the absence of any such determination, as are provided in these Bylaws. Any appointment of an officer shall be evidenced by a written instrument filed with the Secretary of the Corporation and maintained with the corporate records.

Section 4. Removal and Resignation.

(a) Subject to the rights, if any, of an officer under any contract of employment, any officer may be removed, either with or without cause, by the Board of Directors or, except in the case of an officer chosen by the Board, by any officer upon whom such power of removal may be conferred by resolution of the Board.

(b) Subject to the rights, if any, of the Corporation under any contract of employment, any officer may resign at any time effective upon giving written notice to the Chairman of the Board, President, any Vice President, Chief Financial Officer, or the Secretary of the Corporation, unless the notice specifies a later time for the effectiveness of such resignation.

Section 5. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these Bylaws for regular appointments to such office.

Section 6. Chairman of the Board. If there is a Chairman of the Board, he shall, if present, preside at all meetings of the Board of Directors, exercise and perform such other powers and duties as may be from time to time assigned to him by resolution of the Board or prescribed by these Bylaws and, if there is no President, the Chairman of the Board shall be the chief executive officer of the Corporation and have the power and duties set forth in Section 7 of this Article VII.

Section 7. President. Subject to such supervisory powers, if any, as may be given by these Bylaws or the Board of Directors to the Chairman of the Board, if there be such an officer, the President shall be the chief executive officer and general manager of the Corporation and shall, subject to the control of the Board, have general supervision, direction and control of the business and affairs of the Corporation. He shall preside at all meetings of the shareholders and, in the absence of the Chairman of the Board, or if there be none, at all meetings of the Board. He shall have the general powers and duties of management usually vested in the office of president of a corporation, and shall have such other powers and duties as may be prescribed from time to time by resolution of the Board.

Section 8. Vice President. In the event of the absence or disability of the President, the Vice Presidents in order of their rank as fixed by the Board of Directors, or, if not ranked, the Vice President designated by the Board, shall perform all the duties of the President, and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. The Vice Presidents shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the Board or as the President may from time to time delegate.

Section 9. Secretary.

(a) The Secretary shall keep or cause to be kept (1) the minute book, (2) the share register and (3) the seal, if any, of the Corporation.

(b) The Secretary, an assistant secretary, or if they are absent or unable to act, any other officer shall give, or cause to be given, notice of all meetings of the shareholders and of the Board of Directors required by these Bylaws or by law to be given, and shall have such other powers and perform such other duties as may be prescribed from time to time by the Board of Directors or any committee of the Board of Directors.

Section 10. Chief Financial Officer.

(a) The Chief Financial Officer shall keep, or cause to be kept, the books and records of account of the Corporation.

(b) The Chief Financial Officer shall deposit all monies and other valuables in the name and to the credit of the Corporation with such depositories as may be designated from time to time by resolution of the Board of Directors. He shall disburse the funds of the Corporation as may be ordered by the Board of Directors, shall render to the President and the Board, whenever they request it, an account of all of his transactions as Chief Financial Officer and of the financial condition of the Corporation, and shall have such other powers and perform such other duties as may be prescribed from time to time by the Board or as the President may from time to time delegate.

ARTICLE VIII

Records and Reports

Section 1. Minute Book. The Corporation shall keep or cause to be kept in written form at its principal executive office or such other place as the Board of Directors may order, a minute book which shall contain a record of all actions by its shareholders, Board or committees of the Board including the time, date and place of each meeting; whether a meeting is regular or special and, if special, how called; the manner of giving notice of each meeting and a copy thereof; the names of those present at each meeting of the Board or committees thereof; the number of shares present or represented at each meeting of the shareholders; the proceedings of all meetings; any written waivers of notice, consents to the holding of a meeting or approvals of the minutes thereof; and written consents for action without a meeting.

Section 2. Share Register. The Corporation shall keep or cause to be kept at its principal executive office or, if so provided by resolution of the Board of Directors, at the Corporation's transfer agent or registrar, a share register, or a duplicate share register, which shall contain the names of the shareholders and their addresses, the number and classes of shares held by each, the number and date of certificates issued for the same and the number and date of cancellation of every certificate surrendered for cancellation.

Section 3. Books and Records of Account. The Corporation shall keep or cause to be kept at its principal executive office or such other place as the Board of Directors may order, adequate and correct books and records of account.

Section 4. Bylaws. The Corporation shall keep at its principal executive office or, in the absence of such office in the State of California, at its principal business office in the state, the original or a copy of the Bylaws as amended to date.

Section 5. Inspection of Corporate Records. The shareholders and directors of the Corporation shall have all of the rights to inspect the books and records of the Corporation that are specified in Sections 213 and 1600 through 1602 of the Code.

Section 6. Annual Report to Shareholders. So long as the Corporation has less than 100 holders of record of its shares, the annual report to the shareholders described in Section 1501 of the Code is expressly dispensed with, but nothing herein shall be interpreted as prohibiting the Board of Directors from issuing annual or other periodic reports to the shareholders of the Corporation as it sees fit.

ARTICLE IX

Miscellaneous

Section 1. Checks, Drafts, Etc. All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness, and any assignment or endorsement thereof, issued in the name of or payable to the Corporation, shall be signed or endorsed by such person or persons and in such manner as, from time to time, shall be determined by resolution of the Board of Directors.

Section 2. Contracts, Etc. - How Executed. The Board of Directors, except as otherwise provided in these Bylaws, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances; and, unless so authorized or ratified by the Board, no officer, employee or other agent shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or to any amount.

Section 3. Certificates of Shares. A certificate or certificates for shares of the capital stock of the Corporation shall be issued to each shareholder when the shares are fully paid or the

Board of Directors may authorize the issuance of certificates for shares as partly paid provided that these certificates shall conspicuously state the amount of the consideration to be paid for them and the amount already paid. All certificates shall be signed in the name of the Corporation by the Chairman of the Board or the President or a Vice President and by the Chief Financial Officer or an Assistant Chief Financial Officer or the Secretary or an Assistant Secretary, certifying the number of shares and the class or series thereof owned by the shareholder. Any or all of the signatures on a certificate may be by facsimile signature. In the event any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if such person were an officer, transfer agent or registrar at the date of issue.

Section 4. Lost Certificates. Except as provided in this section, no new certificate for shares shall be issued in lieu of an old certificate unless the latter is surrendered to the Corporation and canceled at the same time. The Board of Directors may, in case any share certificate or certificate for any other security is lost, stolen or destroyed, authorize the issuance of a new certificate in lieu thereof, upon such terms and conditions as the Board may require, including provision for indemnification of the Corporation secured by a bond or other adequate security sufficient to protect the Corporation against any claim that may be made against it, including any expense or liability, on account of the alleged loss, theft or destruction of such certificate or the issuance of such new certificate.

Section 5. Representation of Shares of Other Corporations. Any person designated by resolution of the Board of Directors or, in the absence of such designation, the Chairman of the Board, the President or any Vice President, or by any other person authorized by any of the foregoing, is authorized to vote on behalf of the Corporation any and all shares of any other corporation or corporations, foreign or domestic, owned by the Corporation.

Section 6. Construction and Definitions. Unless the context otherwise requires, the general provisions, rules of construction and definitions contained in the Code shall govern the construction of these Bylaws.

Section 7. Indemnification of Corporate Agents; Purchase of Liability Insurance.

(a) Subject only to the express limitations of the Corporation's Articles of Incorporation and Sections 204 and 317 of the Code, as the same may from time to time be amended, (i) the Corporation shall indemnify each of its directors and officers from and against any expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with any proceeding to which such person was or is a party or is threatened to be made a party arising by reason of the fact that such person is or was a director or officer of the Corporation; and (ii) the Corporation may indemnify any other agent of the Corporation with respect to such proceedings if and to the extent the Board of Directors so determines by resolution.

(b) The Corporation shall, if and to the extent the Board of Directors so determines by resolution, enter into indemnification agreements with its agents on the terms and conditions determined by the Board of Directors, subject to those limitations upon the

Corporation's capacity to indemnify its agents set forth in the Corporation's Articles of Incorporation and Sections 204 and 317 of the Code, as the same may from time to time be amended.

(c) Subject to the provisions of subdivision (i) of Section 317 of the Code, as the same may from time to time be amended, the Corporation shall, if and to the extent the Board of Directors so determines by resolution, purchase and maintain insurance in an amount and on behalf of such agents of the Corporation as the Board may specify in such resolution against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such whether or not the Corporation would have the capacity to indemnify the agent against such liability under the provisions of this Section 7.

(d) The Corporation shall, if and to the extent the Board of Directors so determines by resolution, advance expenses incurred by an agent in defending any proceeding prior to the final disposition of such proceeding, subject to the provisions of subdivision (f) of Section 317 of the Code, as the same may from time to time be amended.

(e) To the extent that any director, officer, employee or agent of the Corporation is by reason of such position, or at the request of the Corporation, a witness in any action, suit or preceding, he or she shall be indemnified against all costs and expenses actually and reasonably incurred by him or her on his or her behalf in connection therewith.

(f) This Section 7 shall not apply to any proceeding against any trustee, investment manager or other fiduciary of an employee benefit plan in such person's capacity as such, even though such person may be an agent, as defined in subdivision (f) hereof.

(g) For purposes of this Section 7, an "agent" of the Corporation includes any person who is or was a director, officer, employee or other agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise, or was a director, officer, employee or agent of a foreign or domestic corporation which was a predecessor corporation of the Corporation or of another enterprise at the request of such predecessor corporation; "proceeding" means any threatened, pending or completed action or proceeding, whether civil, criminal, administrative or investigative, and includes an action or proceeding by or in the right of the Corporation to procure a judgment in its favor; and "expenses" includes, without limitation, attorneys' fees and any expenses of establishing a right to indemnification under subdivisions (d) or (e)(3) of Section 317 of the Code.

ARTICLE X

Amendments

Section 1. Amendments. New bylaws may be adopted or these Bylaws may be amended or repealed by the approval of an affirmative vote of a majority of the outstanding shares entitled to vote or by the Board of Directors. Notwithstanding the preceding sentence, the adoption of a bylaw (a) specifying or changing a fixed number of directors or the minimum or maximum number of directors, or (b) changing from a variable to a fixed board or vice versa may only be adopted by the approval of an affirmative vote of a majority of the outstanding shares, subject to the provisions of Section 1 of Article IV of these Bylaws.

CERTIFICATE OF ADOPTION
OF
AMENDED AND RESTATED BYLAWS
OF
ASPEN EDUCATION GROUP, INC.

This is to certify:

That I am the duly elected, qualified and acting Secretary of Aspen Education Group, Inc. (the "Corporation") and the attached Amended and Restated Bylaws were adopted as the Bylaws of the Corporation on July 1, 2003 by the Unanimous Written Consent of the Board of Directors.

Dated effective the 1st day of July, 2003.

/s/ Barry Weiss

Barry Weiss
Secretary

(Seal)

Exhibit 3.23

ARTICLES OF INCORPORATION
OF
ASPEN YOUTH, INC.

I

The name of this corporation is Aspen Youth, Inc.

II

The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

III

The name of this corporation's initial agent for service of process in the State of California is: California Lenders' & Attorneys' Services.

IV

This corporation is authorized to issue only one class of shares of stock; and the total number of shares which this corporation is authorized to issue is 1,000.

V

The liability of the directors of this corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

VI

This corporation is authorized to provide indemnification of agents (as defined in Section 317 of the California Corporations Code) through bylaw provisions, agreements with agents, vote of shareholders or disinterested directors or otherwise, in excess of the indemnification otherwise permitted by Section 317 of the California Corporations Code, subject only to the applicable limits set forth in Section 204 of the California Corporations Code with respect to actions for breach of duty to the corporation and its shareholders.

DATED: December 8, 1999

/s/ Steven W. Spector
Steven W. Spector, Incorporator

ASPEN YOUTH SERVICES, INC.
17100 Pioneer Blvd., Suite 300, Cerritos, California 90701

Secretary of State
State of California

Re: Consent to Use of Corporate Name

Ladies & Gentlemen:

As the Chief Financial Officer of Aspen Youth Services, Inc., a California corporation, I hereby authorize Aspen Youth, Inc. to incorporate in the State of California under the name Aspen Youth, Inc.

Sincerely,

ASPEN YOUTH SERVICES, INC.

By: /s/ Tim Dupell
Tim Dupell,
Chief Financial Officer

Exhibit 3.24

BYLAWS

OF

ASPEN YOUTH, INC.

a California corporation

Incorporated

December 9, 1999

TABLE OF CONTENTS

BYLAWS

OF

ASPEN YOUTH, INC.
a California corporation

ARTICLE I

Applicability

Section 1. Applicability of Bylaws. These Bylaws govern, except as otherwise provided by statute or its Articles of Incorporation, the management of the business and the conduct of the affairs of the Corporation.

ARTICLE II

Offices

Section 1. Principal Offices. The Board of Directors shall fix the location of the principal executive office of the Corporation at any place within or outside the State of California. If the principal executive office is located outside this state, and the Corporation has one or more business offices in this state, the Board of Directors shall designate a principal business office in the State of California.

Section 2. Change in Location or Number of Offices. The Board of Directors may change any office from one location to another or eliminate any office or offices.

ARTICLE III

Meetings of Shareholders

Section 1. Place of Meetings. Meetings of the shareholders shall be held at any place within or without the State of California designated by the Board of Directors, or, in the absence of such designation, at the principal executive office of the Corporation.

Section 2. Annual Meetings. An annual meeting of the shareholders shall be held within 180 days of the fiscal year end at a date and time designated by the Board of Directors. Directors shall be elected at each annual meeting and any other proper business may be transacted thereat.

Section 3. Special Meetings.

(a) Special meetings of the shareholders may be called by the Board of Directors, the Chairman of the Board and the President or by the shareholders upon the request of the holders of shares entitled to cast not less than 10 percent of the votes at such meeting.

(b) Any request for the calling of a special meeting of the shareholders shall (1) be in writing, (2) specify the date and time thereof, which date shall be not less than 35 nor more than 60 days after receipt of the request, (3) specify the general nature of the business to be transacted thereat and (4) be given either personally or by first-class mail, postage prepaid, or other means of written communication to the Chairman of the Board, President, any Vice President or Secretary of the Corporation. The officer receiving a proper request to call a special meeting of the shareholders shall cause notice to be given pursuant to the provisions of Section 4 of this Article III to the shareholders entitled to vote thereat that a meeting will be held at the date and time specified by the person or persons calling the meeting. If notice is not given within 20 days of the receipt of the request, the shareholders making the request may give notice of such meeting so long as the notice given complies with the other provisions of this subsection.

(c) No business may be transacted at a special meeting unless the general nature thereof was stated in the notice of such meeting.

Section 4. Notice of Annual, Special or Adjourned Meetings.

(a) Whenever any meeting of the shareholders is to be held, a written notice of such meeting shall be given in the manner described in subdivision (d) of this section not less than 10 nor more than 60 days before the date thereof to each shareholder entitled to vote thereat. The notice shall state the place, date and hour of the meeting and (1) in the case of a special meeting, the general nature of the business to be transacted or (2) in the case of the annual meeting, those matters which the Board of Directors, at the time of the giving of the notice, intends to present for action by the shareholders. The notice of any meeting at which directors are to be elected shall include the name of any nominee or nominees who, at the time of the notice, management intends to present for election.

(b) Any proper matter may be presented at an annual meeting for action. However, any action to approve (1) a contract or transaction in which a director has a direct or indirect financial interest under Section 310 of the California Corporations Code (the "Code"), (2) an amendment of the Articles of Incorporation under Section 902 of the Code, (3) a reorganization of the Corporation under Section 1201 of the Code, (4) a voluntary dissolution of the Corporation under Section 1900 of the Code, or (5) a distribution in dissolution (other than in accordance with the rights of outstanding preferred shares) under Section 2007 of the Code may be taken only if the notice of the meeting states the general nature of the matter to be approved.

(c) Notice need not be given of an adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken, except that if the adjournment is for more than 45 days or if after the adjournment a new record date is provided for the adjourned meeting, a notice of the adjourned meeting shall be given to each shareholder of record entitled to vote at that meeting.

(d) Notice of any meeting of the shareholders shall be given personally, by first class mail, or by telegraph or other written communication, addressed to the shareholder at his address appearing on the books of the Corporation or given by him to the Corporation for the purpose of notice; or if no such address appears or is given, at the place where the principal executive office of the Corporation is located or by publication at least once in a newspaper of general circulation in the county in which the principal executive office is located. Notice shall be deemed to have been given at the time when delivered personally to the recipient, deposited in the mail, delivered to a common carrier for transmission to the recipient or sent by other means of written communication. An affidavit of the mailing or other means of giving notice may be executed by the Secretary, assistant secretary or any transfer agent of the Corporation giving the notice and shall be prima facie evidence of the giving of the notice. Such affidavits shall be filed and maintained in the minute books of the Corporation.

(e) If any notice or report addressed to the shareholder at his address appearing on the books of the Corporation is returned to the Corporation by the United States Postal Service marked to indicate that the United States Postal Service is unable to deliver the notice or report to the shareholder at such address, all future notices or reports shall be deemed to have been duly given without further mailing if the same shall be available for the shareholder upon his written demand at the principal executive office of the Corporation for a period of one year from the date of the giving of the notice or report to all other shareholders.

Section 5. Record Date.

(a) The Board of Directors may fix a time in the future as a record date for determination of the shareholders who are (1) entitled to receive notice of any meeting or to vote thereat, (2) entitled to give written consent to any corporate action without a meeting, (3) entitled to receive payment of any dividend or other distribution or allotment of any rights or (4) entitled to exercise any rights in respect of any other lawful action. The record date so fixed shall be not more than 60 or less than 10 days prior to the date of any meeting of the shareholders, or more than 60 days prior to any other action.

(b) In the event no record date is fixed:

(1) The record date for determining the shareholders entitled to notice of or to vote at a meeting of shareholders shall be at the close of business on the business day next preceding the day on which notice is given or, if notice is waived, at the close of business on the business day next preceding the day on which the meeting is held.

(2) The record date for determining shareholders entitled to give consent to corporate action in writing without a meeting, when no prior action by the Board of Directors has been taken, shall be the day on which the first written consent is given.

(3) The record date for determining shareholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto, or the 60th day prior to the date of such other action, whichever is later.

(c) Notwithstanding any transfer of any shares on the books of the Corporation after the record date, only shareholders of record on the close of business on the record date are entitled to receive notice and to vote, to give written consent, to receive a dividend, distribution or allotment of rights or to exercise rights, as the case may be.

(d) A determination of shareholders of record entitled to receive notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting unless the Board of Directors fixes a new record date for the adjourned meeting, but the Board shall fix a new record date if the meeting is adjourned for more than 45 days from the date set for the original meeting.

Section 6. Quorum.

(a) A majority of the shares entitled to vote at a meeting of the shareholders, represented in person or by proxy, shall constitute a quorum for the transaction of business thereat.

(b) The shareholders present at a duly called or held meeting at which a quorum is present may continue to transact business until adjournment notwithstanding the withdrawal of enough shareholders to leave less than a quorum, if any action taken other than adjournment) is approved by at least a majority of the shares required to constitute a quorum.

Section 7. Adjournment. Any meeting of the shareholders may be adjourned from time to time whether or not a quorum is present by the vote of a majority of the shares represented thereat either in person or by proxy. At the adjourned meeting the Corporation may transact any business which might have been transacted at the original meeting.

Section 8. Validation of Actions Taken at Defectively Called, Noticed or Held Meetings.

(a) The transactions of any meeting of the shareholders, however called and noticed and wherever held, are as valid as though had at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy, and if, either before or after the meeting, each of the persons entitled to vote thereat, not present in person or by proxy, signs a written waiver of notice or a consent to the holding of the meeting or an approval of the minutes thereof. Any written waiver of notice shall comply with subdivision (f of Section 601 of the Code. All such waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

(b) Attendance of a person at a meeting shall constitute a waiver of notice of and presence at such meeting, except (1) when the person objects, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened and (2) that attendance at a meeting is not a waiver of any right to object to the consideration of any matter required by the Code to be included in the notice but not so included, if such objection is expressly made at the meeting.

Section 9. Voting for Election of Directors.

(a) Except as provided in subdivision (c) of this section, the affirmative vote of the majority of the shares represented and voting at a duly held meeting at which a quorum is present (which shares voting affirmatively also constitute at least a majority of the required quorum) shall be the act of the shareholders, unless the vote of a greater number is required by law or the Articles of Incorporation.

(b) Every shareholder complying with subdivision (c) of this section and entitled to vote at any election of directors may cumulate his votes and give one candidate a number of votes equal to the number of directors to be elected multiplied by the number of votes to which his shares are normally entitled, or distribute his votes on the same principle among as many candidates as he thinks fit.

(c) No shareholder shall be entitled to cumulate his votes (i.e., cast for any candidate a number of votes greater than the number of votes which such shareholder normally is entitled to cast) unless the candidate's or candidates' name(s) for which he desires to cumulate his votes has or have been placed in nomination prior to the voting and the shareholder has given notice at the meeting prior to the voting of his intention to cumulate his votes. If any one shareholder has given such notice, all shareholders may cumulate their votes for candidates in nomination.

(d) Elections for directors may be by voice vote or by ballot unless any shareholder entitled to vote demands election by ballot at the meeting prior to the voting, in which case the vote shall be by ballot.

(e) In any election of directors, the candidates receiving the highest number of affirmative votes of the shares entitled to be voted for them up to the number of directors to be elected by such shares are elected as directors.

Section 10. Proxies.

(a) Every person entitled to vote shares may authorize another person or persons to act with respect to such shares by a written proxy signed by him or his attorney-in-fact and filed with the Secretary of the Corporation. A proxy shall be deemed signed if the shareholder's name is placed on the proxy (whether by manual signature, typewriting, telegraphic transmission or otherwise) by him or his attorney-in-fact.

(b) Any validly executed proxy, except a proxy which is irrevocable pursuant to subdivision (c) of this Section 10, shall continue in full force and effect until the expiration of the term specified therein or upon its earlier revocation by the person executing it prior to the vote pursuant thereto (1) by a writing delivered to the Corporation stating that it is revoked, (2) by written notice of the death of the person executing the proxy, delivered to the Corporation, (3) by a subsequent proxy executed by the person executing the prior proxy and presented to the meeting or (4) as to any meeting, by attendance at such meeting and voting in person by the person executing the proxy. No proxy shall be valid after the expiration of 11 months from the date thereof unless otherwise provided in the proxy. The date contained on the form of proxy shall be deemed to be the date of its execution.

(c) A proxy which states that it is irrevocable is irrevocable for the period specified therein subject to the provisions of subdivisions (e) and (f) of Section 705 of the Code.

Section 11. Inspectors of Election.

(a) In advance of any meeting of the shareholders, the Board of Directors may appoint either one or three persons (other than nominees for the office of director) as inspectors of election to act at such meeting or any adjournments thereof. If inspectors of election are not so appointed, or if any person so appointed fails to appear or refuses to act, the chairman of any such meeting may, and on the request of any shareholder or his proxyholder shall, appoint inspectors of election (or persons to replace those who so fail or refuse to act) at the meeting. If appointed at a meeting on the request of one or more shareholders or the proxyholders thereof, the majority of shares represented in person or by proxy shall determine whether one or three inspectors are to be appointed.

(b) The duties of inspectors of election and the manner of performance thereof shall be as prescribed in subdivisions (b) and (c) of Section 707 of the Code.

Section 12. Action by Written Consent.

(a) Subject to subdivisions (b) and (c) of this section, any action which may be taken at any annual or special meeting of the shareholders may be taken without a meeting, without a vote and without prior notice, if a consent in writing, setting forth the action so taken, is signed by the holders of outstanding shares having not less than the minimum number of votes which would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. All such consents shall be filed with the Secretary of the Corporation and maintained with the corporate records.

(b) Except for the election of a director by written consent to fill a vacancy on the Board of Directors (other than a vacancy created by removal), directors may be elected by written consent only by the unanimous written consent of all shares entitled to vote for the election of directors. In the case of an election of a director by written consent to fill a vacancy (other than a vacancy created by removal), any such election requires the consent of a majority of the outstanding shares entitled to vote for the election of directors.

(c) Unless the consents of all shareholders entitled to vote have been solicited in writing, the Secretary of the Corporation shall give prompt notice of the corporate action approved by the shareholders without a meeting. This notice shall be given in the manner specified in subdivision (d) of Section 4 of this Article III. In the case of approval of (1) contracts or transactions in which a director has a direct or indirect financial interest under Section 310 of the Code, (2) indemnification of agents of the Corporation under Section 317 of the Code, (3) a reorganization of the Corporation under Section 1201 of the Code, or (4) a distribution in dissolution (other than in accordance with the rights of outstanding preferred shares) under Section 2007 of the Code, notice of such approval shall be given at least ten (10) days before the consummation of any action authorized by that approval.

(d) Any shareholder giving a written consent, or his proxyholder, or a transferee of the shares or a personal representative of the shareholder or

their respective proxyholders, may revoke the consent by a writing received by the Corporation prior to the time that written consents of the number of shares required to authorize the proposed action have been filed with the Secretary of the Corporation, but may not do so thereafter. Such revocation is effective upon its receipt by the Secretary of the Corporation.

ARTICLE IV

Directors

Section 1. Number of Directors.

(a) The exact number of directors shall be Two (2).

(b) The authorized number of directors may only be changed by an amendment of this Section 1 or the Articles of Incorporation approved by the vote or written consent of a majority of the outstanding shares entitled to vote; provided, however, that an amendment reducing the minimum number of directors to a number less than five (5) shall not be adopted if the votes cast against its adoption at a meeting (or the shares not consenting in the case of action by written consent) exceed 16-2/3% of such outstanding shares.

Section 2. Election of Directors. Directors shall be elected at each annual meeting of the shareholders.

Section 3. Term of Office. Each director, including a director elected to fill a vacancy, shall hold office until the expiration of the term for which he is elected and until a successor has been elected and qualified.

Section 4. Vacancies.

(a) A vacancy on the Board of Directors exists whenever any authorized position of director is not then filled by a duly elected director, whether caused by death, resignation, removal, change in the authorized number of directors or otherwise.

(b) Except for a vacancy created by the removal of a director, vacancies on the Board of Directors may be filled by a majority of the directors then in

office, or, if the number of directors then in office is less than a quorum, by (1) the unanimous written consent of the directors then in office, (2) the affirmative vote of the majority of the directors then in office at a meeting held pursuant to notice or waivers of notice or (3) by a sole remaining director. A vacancy created by the removal of a director shall be filled only by a person elected by a majority of the shareholders entitled to vote at a duly held meeting at which there is a quorum present or by the unanimous written consent of the holders of the outstanding shares entitled to vote at such a meeting.

(c) The shareholders may elect a director at any time to fill any vacancy not filled by the directors.

Section 5. Removal.

(a) The Board of Directors may declare vacant the office of a director who has been declared of unsound mind by an order of court or convicted of a felony.

(b) Any or all of the directors may be removed without cause if such removal is approved by a majority of the outstanding shares entitled to vote; provided, however, that no director may be removed (unless the entire Board of Directors is removed) whenever the votes cast against his removal, or not consenting in writing to such removal, would be sufficient to elect such director if voted cumulatively at an election at which the same total number of votes were cast (or, if such action is taken by written consent, all shares entitled to vote were voted) and the entire number of directors authorized at the time of his most recent election were then being elected; and provided, further, if the Corporation's Articles of Incorporation provide that the shareholders of any class or series, voting as a class or series, are entitled to elect one or more directors, any director so elected may be removed only by the applicable vote of the shareholders of such class or series.

(c) Any reduction of the authorized number of directors does not remove any director prior to the expiration of his term of office.

(d) A director may not be removed prior to the expiration of his term of office except as provided in this section and except as ordered by the superior court of the proper county at the suit of shareholders of at least 10 percent of the outstanding shares of any class.

Section 6. Resignation. Any director may resign effective upon giving written notice to the Chairman of the Board, the President, the Secretary or the Board of Directors of the Corporation, unless the notice specifies a later time for the effectiveness of such resignation. If the resignation is effective at a future time, a successor may be elected to take office when the resignation becomes effective.

Section 7. Fees and Compensation. Directors may be paid for their services in such capacity a sum in such amounts, at such times and upon such conditions as may be determined from time to time by resolution of the Board of Directors and may be reimbursed for their expenses, if any, for attendance at each meeting of the Board. No such payments shall preclude any director from serving the Corporation in any other capacity and receiving compensation in any manner therefor.

ARTICLE V

Committees of the Board of Directors

Section 1. Designation of Committees. The Board of Directors may, by resolution adopted by a majority of the authorized number of directors, designate (a) one or more committees, each consisting of two or more directors and (b) one or more directors as alternate members of any committee, who may replace any absent member at any meeting thereof. Any member or alternate member of a committee shall serve at the pleasure of the Board.

Section 2. Powers of Committees. Any committee, to the extent provided in the resolution of the Board of Directors designating such committee, shall have all the authority of the Board, except with respect to:

(a) The approval of any action for which the Code also requires any action by the shareholders;

(b) The filling of vacancies on the Board or in any committee thereof;

(c) The fixing of compensation of the directors for serving on the Board or on any committee thereof;

(d) The amendment or repeal of these Bylaws or the adoption of new bylaws;

(e) The amendment or repeal of any resolution of the Board which by its express terms is not so amendable or repealable;

(f) A distribution to the shareholders of the Corporation, except at a rate, in a periodic amount or within a price range determined by the Board of Directors; or

(g) The designation of other committees of the Board or the appointment of members or alternate members thereof.

ARTICLE VI

Meetings of the Board of Directors and Committees Thereof

Section 1. Place and Meetings. Regular meetings of the Board of Directors shall be held at any place within or without the State of California which has been designated from time to time by the Board or, in the absence of such designation, at the principal executive office of the Corporation. Special meetings of the Board shall be held either at any place within or without the State of California which has been designated in the notice of meeting or, if not stated in the notice or if there is no notice, at the principal executive office of the Corporation.

Section 2. Annual Meeting. Immediately following each annual meeting of the shareholders, the Board of Directors shall hold a regular meeting for the purpose of organization and the transaction of other business. Notice of any such meeting is not required.

Section 3. Other Regular Meetings. Other regular meetings of the Board of Directors shall be held without call at such time as shall be designated from time to time by the Board. Notice of any such meeting is not required.

Section 4. Special Meetings. Special meetings of the Board of Directors may be called at any time for any purpose or purposes by the Chairman of the Board or the President or any vice president or the Secretary or any two directors of the Corporation. Notice shall be given of any special meeting of the Board.

Section 5. Notice of Special Meetings. Notice of the time and place of special meetings of the Board of Directors shall be delivered personally or by telephone to each director or sent to each director by first-class mail or telegraph, charges prepaid, addressed to each director at that director's address as shown on the records of the Corporation. Such notice shall be given four days prior to the holding of the special meeting if sent by mail or 48 hours prior to the holding thereof if delivered personally or given by telephone or telegraph. The notice or report shall be deemed to have been given at the time when delivered personally to the recipient or deposited in the mail or sent by other means of written communication. Notice of any special meeting of the Board of Directors need not specify the purpose thereof.

Section 6. Waivers, Consents and Approvals. Notice of any meeting of the Board of Directors need not be given to any director who signs a waiver of notice or a consent to holding the meeting or an approval of the minutes thereof, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to him. All such waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 7. Quorum, Action at Meetings; Telephone Meetings.

(a) A majority of the authorized number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present is the act of the Board of Directors, unless action by a greater proportion of the directors is required by law or the Articles of Incorporation.

(b) A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for such meeting.

(c) Members of the Board of Directors may participate in a meeting through use of conference telephone or similar communications equipment so long as all members participating in such meeting can hear one another.

Section 8. Adjournment. A majority of the directors present, whether or not a quorum is present, may adjourn any meeting to another time and place. If the meeting is adjourned for more than 24 hours, notice of any adjournment to another time or place shall be given prior to the time of the adjourned meeting to the directors who were not present at the time of the adjournment.

Section 9. Action Without a Meeting. Any action required or permitted to be taken by the Board of Directors may be taken without a meeting, if all members of the Board individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board. Such action by written consent shall have the same force and effect as a unanimous vote of such directors.

Section 10. Meetings of and Action by Committees. The provisions of this Article VI apply to committees of the Board of Directors and action by such committees with such changes in the language of those provisions as are necessary to substitute the committee and its members for the Board and its members.

ARTICLE VII

Officers

Section 1. Officers. The Corporation shall have as officers, a President, a Secretary and a Chief Financial Officer. The Corporation may also have, at the discretion of the Board, a Chairman of the Board, one or more vice presidents, one or more assistant secretaries, one or more assistant treasurers and such other officers as may be appointed in accordance with the provisions of Section 3 of this Article VII. One person may hold two or more offices.

Section 2. Election of Officers. The officers of the Corporation, except such officers as may be appointed in accordance with the provisions of Section 3 or Section 5 of this Article VII, shall be chosen by the Board of Directors.

Section 3. Subordinate Officers, Etc. The Board of Directors may appoint by resolution, and may empower the Chairman of the Board, if there be such an officer, or the President, to appoint such other officers as the business of the Corporation may require, each of whom shall hold office for such period, have such authority and

perform such duties as are determined from time to time by resolution of the Board or, in the absence of any such determination, as are provided in these Bylaws. Any appointment of an officer shall be evidenced by a written instrument filed with the Secretary of the Corporation and maintained with the corporate records.

Section 4. Removal and Resignation.

(a) Subject to the rights, if any, of an officer under any contract of employment, any officer may be removed, either with or without cause, by the Board of Directors or, except in the case of an officer chosen by the Board, by any officer upon whom such power of removal may be conferred by resolution of the Board.

(b) Subject to the rights, if any, of the Corporation under any contract of employment, any officer may resign at any time effective upon giving written notice to the Chairman of the Board, President, any Vice President or the Secretary of the Corporation, unless the notice specifies a later time for the effectiveness of such resignation.

Section 5. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these Bylaws for regular appointments to such office.

Section 6. Chairman of the Board. If there is a Chairman of the Board, he shall, if present, preside at all meetings of the Board of Directors, exercise and perform such other powers and duties as may be from time to time assigned to him by resolution of the Board or prescribed by these Bylaws and, if there is no President, the Chairman of the Board shall be the chief executive officer of the Corporation and have the power and duties set forth in Section 7 of this Article VII.

Section 7. President. Subject to such supervisory powers, if any, as may be given by these Bylaws or the Board of Directors to the Chairman of the Board, if there be such an officer, the President shall be the chief executive officer and general manager of the Corporation and shall, subject to the control of the Board, have general supervision, direction and control of the business and affairs of the Corporation. He shall preside at all meetings of the shareholders and, in the absence of the Chairman of the Board, or if there be none, at all meetings of the Board. He shall have the general powers and duties of management usually vested in the office of president of a corporation, and shall have such other powers and duties as may be prescribed from time to time by resolution of the Board.

Section 8. Vice President. In the event of the absence or disability of the President, the Vice Presidents in order of their rank as fixed by the Board of Directors, or, if not ranked, the Vice President designated by the Board, shall perform all the duties of the President, and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. The Vice Presidents shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the Board or as the President may from time to time delegate.

Section 9. Secretary.

(a) The Secretary shall keep or cause to be kept (1) the minute book, (2) the share register and (3) the seal, if any, of the Corporation.

(b) The Secretary, an assistant secretary, or if they are absent or unable to act, any other officer shall give, or cause to be given, notice of all meetings of the shareholders and of the Board of Directors required by these Bylaws or by law to be given, and shall have such other powers and perform such other duties as may be prescribed from time to time by the Board of Directors or any committee of the Board of Directors.

Section 10. Chief Financial Officer.

(a) The Chief Financial Officer shall keep, or cause to be kept, the books and records of account of the Corporation.

(b) The Chief Financial Officer shall deposit all monies and other valuables in the name and to the credit of the Corporation with such depositories as may be designated from time to time by resolution of the Board of Directors. He shall disburse the funds of the Corporation as may be ordered by the Board of Directors, shall render to the President and the Board, whenever they request it, an account of all of his transactions as Chief Financial Officer and of the financial condition of the Corporation, and shall have such other powers and perform such other duties as may be prescribed from time to time by the Board or as the President may from time to time delegate.

ARTICLE VIII

Records and Reports

Section 1. Minute Book. The Corporation shall keep or cause to be kept in written form at its principal executive office or such other place as the Board of Directors may order, a minute book which shall contain a record of all actions by its shareholders, Board or committees of the Board including the time, date and place of each meeting; whether a meeting is regular or special and, if special, how called; the manner of giving notice of each meeting and a copy thereof; the names of those present at each meeting of the Board or committees thereof; the number of shares present or represented at each meeting of the shareholders; the proceedings of all meetings; any written waivers of notice, consents to the holding of a meeting or approvals of the minutes thereof; and written consents for action without a meeting.

Section 2. Share Register. The Corporation shall keep or cause to be kept at its principal executive office or, if so provided by resolution of the Board of Directors, at the Corporation's transfer agent or registrar, a share register, or a duplicate share register, which shall contain the names of the shareholders and their addresses, the number and classes of shares held by each, the number and date of certificates issued for the same and the number and date of cancellation of every certificate surrendered for cancellation.

Section 3. Books and Records of Account. The Corporation shall keep or cause to be kept at its principal executive office or such other place as the Board of Directors may order, adequate and correct books and records of account.

Section 4. Bylaws. The Corporation shall keep at its principal executive office or, in the absence of such office in the State of California, at its principal business office in the state, the original or a copy of the Bylaws as amended to date.

Section 5. Inspection of Records. The shareholders and directors of the Corporation shall have all of the rights to inspect the books and records of the Corporation that are specified in Sections 213 and 1600 through 1602 of the Code.

Section 6. Annual Report to Shareholders. So long as the Corporation has less than 100 holders of record of its shares, the annual report to the shareholders

described in Section 1501 of the Code is expressly dispensed with, but nothing herein shall be interpreted as prohibiting the Board of Directors from issuing annual or other periodic reports to the shareholders of the Corporation as it sees fit.

ARTICLE IX

Miscellaneous

Section 1. Checks, Drafts, Etc. All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness, and any assignment or endorsement thereof, issued in the name of or payable to the Corporation, shall be signed or endorsed by such person or persons and in such manner as, from time to time, shall be determined by resolution of the Board of Directors.

Section 2. Contracts, Etc. - How Executed. The Board of Directors, except as otherwise provided in these Bylaws, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances; and, unless so authorized or ratified by the Board, no officer, employee or other agent shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or to any amount.

Section 3. Certificates of Stock. A certificate or certificates for shares of the capital stock of the Corporation shall be issued to each shareholder when the shares are fully paid or the Board of Directors may authorize the issuance of certificates for shares as partly paid provided that these certificates shall conspicuously state the amount of the consideration to be paid for them and the amount already paid. All certificates shall be signed in the name of the Corporation by the Chairman of the Board or the President or a Vice President and by the Chief Financial Officer or an assistant treasurer or the Secretary or an assistant secretary, certifying the number of shares and the class or series thereof owned by the shareholder. Any or all of the signatures on a certificate may be by facsimile signature. In the event any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if such person were an officer, transfer agent or registrar at the date of issue.

Section 4. Lost Certificates. Except as provided in this section, no new certificate for shares shall be issued in lieu of an old certificate unless the latter is surrendered to the Corporation and canceled at the same time. The Board of Directors may, in case any share certificate or certificate for any other security is lost, stolen or destroyed, authorize the issuance of a new certificate in lieu thereof, upon such terms and conditions as the Board may require, including provision for indemnification of the Corporation secured by a bond or other adequate security sufficient to protect the Corporation against any claim that may be made against it, including any expense or liability, on account of the alleged loss, theft or destruction of such certificate or the issuance of such new certificate.

Section 5. Representation of Shares of Other Corporations. Any person designated by resolution of the Board of Directors or, in the absence of such designation, the Chairman of the Board, the President or any Vice President, or by any other person authorized by any of the foregoing, is authorized to vote on behalf of the Corporation any and all shares of any other corporation or corporations, foreign or domestic, owned by the Corporation.

Section 6. Construction and Definitions. Unless the context otherwise requires, the general provisions, rules of construction and definitions contained in the California Corporations Code shall govern the construction of these Bylaws.

Section 7. Indemnification of Corporate Agents; Purchase of Liability Insurance.

(a) Subject only to the express limitations of the Corporation's Articles of Incorporation and Section 204 of the Code, as the same may from time to time be amended, (i) the Corporation shall indemnify each of its directors and officers from and against any expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with any proceeding to which such person was or is a party or is threatened to be made a party arising by reason of the fact that such person is or was a director or officer of the Corporation; and (ii) the Corporation may indemnify any other agent of the Corporation with respect to such proceedings if and to the extent the Board of Directors so determines by resolution.

(a) The Corporation shall, if and to the extent the Board of Directors so determines by resolution, enter into indemnification agreements with its

agents on the terms and conditions determined by the Board of Directors, subject to those limitations upon the Corporation's capacity to indemnify its agents set forth in the Corporation's Articles of Incorporation and Sections 204 and 317 of the Code, as the same may from time to time be amended.

(b) Subject to the provisions of subdivision (i) of Section 317 of the Code, as the same may from time to time be amended, the Corporation shall, if and to the extent the Board of Directors so determines by resolution, purchase and maintain insurance in an amount and on behalf of such agents of the Corporation as the Board may specify in such resolution against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such whether or not the Corporation would have the capacity to indemnify the agent against such liability under the provisions of this Section 7.

(c) The Corporation shall, if and to the extent the Board of Directors so determines by resolution, advance expenses incurred by an agent in defending any proceeding prior to the final disposition of such proceeding, subject to the provisions of subdivision (f) of Section 317 of the Code, as the same may from time to time be amended.

(d) This Section 7 shall not apply to any proceeding against any trustee, investment manager or other fiduciary of an employee benefit plan in such person's capacity as such, even though such person may be an agent, as defined in subdivision (f) hereof.

(e) For purposes of this Section 7, an "agent" of the Corporation includes any person who is or was a director, officer, employee or other agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise, or was a director, officer, employee or agent of a foreign or domestic corporation which was a predecessor corporation of the Corporation or of another enterprise at the request of such predecessor corporation; "proceeding" means any threatened, pending or completed action or proceeding, whether civil, criminal, administrative or investigative, and includes an action or proceeding by or in the right of the Corporation to procure a judgment in its favor; and "expenses" includes, without limitation, attorneys fees and any expenses of establishing a right to indemnification under subdivisions (d) or (e)(3) of Section 317 of the Code.

ARTICLE X

Amendments

Section 1. Amendments. New bylaws may be adopted or these Bylaws may be amended or repealed by the approval of an affirmative vote of a majority of the outstanding shares entitled to vote or by the Board of Directors. Notwithstanding the preceding sentence, the adoption of a bylaw (a) specifying or changing a fixed number of directors or the minimum or maximum number of directors, or (b) changing from a variable to a fixed board or vice versa may only be adopted by the approval of an affirmative vote of a majority of the outstanding shares, subject to the provisions of Section 1 of Article IV of these Bylaws.

CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify:

1. That I am the duly elected and acting Secretary of ASPEN YOUTH, INC., a California corporation; and

2. That the foregoing Bylaws, comprising 21 pages, constitute the Bylaws of said Corporation as duly adopted by action of the Board of Directors duly taken on December 9, 1999.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Corporation effective as of December 9, 1999.

/s/ Tim Dupell
Tim Dupell, Secretary

(Seal)

Exhibit 3.25

ARTICLES OF INCORPORATION

OF

ATS OF CECIL COUNTY, INC.

The undersigned, being an individual, does hereby act as incorporator in adopting the following Articles of Incorporation for the purpose of organizing a corporation authorized by law to issue shares, pursuant to the provisions of the Virginia Stock Corporation Act, Chapter 9 of Title 13.1 of the Code of Virginia.

FIRST: The corporate name for the corporation (hereinafter called the "Corporation") is ATS of Cecil County, Inc.

SECOND: The number of shares which the Corporation is authorized to issued is 100, all of which are of a par value of $0.01 per share and are of the same class and are to be Common shares.

THIRD: The post office address of the initial registered office of the Corporation is 1175 Herndon Parkway, Suite 250, Herndon, Virginia 20170. The Corporation's initial registered office is located in Fairfax County.

The name of the initial registered agent of the Corporation at the initial registered office is Steven M. Levine. The initial registered agent is a resident of the Commonwealth of Virginia and a director of the Corporation.

FOURTH: No preemptive rights are granted.

FIFTH: The Corporation is organized for the purpose of transacting any or all lawful business for which corporations may be incorporated under the provisions of the Virginia Stock Corporation Act.

SIXTH: The names and addresses of the individuals who shall serve as the initial directors of the Corporation are:

Jerome E. Rhodes	1175 Herndon Parkway, Suite 250 Herndon, Virginia 20170
Steven M. Levine	1175 Herndon Parkway, Suite 250 Herndon, Virginia 20170

EXECUTED, effective this 21st day of July, 1999.

/s/ Steven M. Levine

Steven M. Levine, Incorporator

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

July 30, 1999

The State Corporation Commission has found the accompanying articles submitted on behalf of **ATS of Cecil County, Inc.** to comply with the requirements of law, and confirms payment of all required fees.

Therefore, it is ORDERED that this

CERTIFICATE OF INCORPORATION

be issued and admitted to record with the articles of incorporation in the Office of the Clerk of the Commission, effective July 30, 1999.

The corporation is granted the authority conferred on it by law in accordance with the articles, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By 
Commissioner

CORPACPT
CIS20436
99-07-30-0093

Exhibit 3.26

ATS OF CECIL COUNTY, INC.

BYLAWS

ARTICLE I - STOCKHOLDERS

Section 1. *Annual Meeting.*

An annual meeting of the stockholders, for the election of directors to succeed those whose terms expire and for the transaction of such other business as may properly come before the meeting, shall be held at ten o'clock a.m. or such other time as is determined by the Board of Directors, on such date (other than a Saturday, Sunday or legal holiday) as is determined by the Board of Directors, which date shall be within thirteen (13) months subsequent to the later of the date of incorporation or the last annual meeting of stockholders, and at such place as the Board of Directors shall each year fix.

Section 2. *Special Meetings.*

Subject to the rights of the holders of any class or series of preferred stock of the Corporation, special meetings of stockholders of the Corporation may be called only by the Board of Directors pursuant to a resolution adopted by a majority of the total number of directors authorized. Special meetings of the stockholders may be held at such place within or without the Commonwealth of Virginia as may be stated in such resolution.

Section 3. *Notice of Meetings.*

Written notice of the place, date, and time of all meetings of the stockholders shall be given, not less than ten (10) nor more than sixty (60) days before the date on which the meeting is to be held, to each stockholder entitled to vote at such meeting, except as otherwise provided herein or required by law (meaning, here and hereinafter, as required from time to time by the Virginia Stock Corporation Act or the Articles of Incorporation of the Corporation).

When a meeting is adjourned to another place, date or time, written notice need not be given of the adjourned meeting if the place, date and time thereof are announced at the meeting at which the adjournment is taken; provided, however, that if the date of any adjourned meeting is more than thirty (30) days after the date for which the meeting was originally noticed, or if a new record date is fixed for the adjourned meeting, written notice of the place, date, and time of the adjourned meeting shall be given in conformity herewith. At any adjourned meeting, any business may be transacted which might have been transacted at the original meeting.

Section 4. Quorum.

At any meeting of the stockholders, the holders of a majority of all of the shares of the stock entitled to vote at the meeting, present in person or by proxy, shall constitute a quorum for all purposes, unless or except to the extent that the presence of a larger number may be required by law. Where a separate vote by a class or classes is required, a majority of the shares of such class or classes present in person or represented by proxy shall constitute a quorum entitled to take action with respect to that vote on that matter.

If a quorum shall fail to attend any meeting, the chairman of the meeting or the holders of a majority of the shares of stock entitled to vote who are present, in person or by proxy, may adjourn the meeting to another place, date, or time.

Section 5. Organization.

The Chairman of the Board of Directors or, in his or her absence, such person as the Board of Directors may have designated or, in his or her absence, the chief executive officer of the Corporation or, in his or her absence, such person as may be chosen by the holders of a majority of the shares entitled to vote who are present, in person or by proxy, shall call to order any meeting of the stockholders and act as chairman of the meeting. In the absence of the Secretary of the Corporation, the secretary of the meeting shall be such person as the chairman of the meeting appoints.

Section 6. Conduct of Business.

The Chairman of the Board of Directors or his or her designee or, if neither the Chairman of the Board nor his or her designee is present at the meeting, then a person appointed by a majority of the Board of Directors, shall preside at, and act as chairman of, any meeting of the stockholders. The chairman of any meeting of stockholders shall determine the order of business and the procedures at the meeting, including such regulation of the manner of voting and the conduct of discussion as he or she deems to be appropriate.

Section 7. Proxies and Voting.

At any meeting of the stockholders, every stockholder entitled to vote may vote in person or by proxy authorized by an instrument in writing filed in accordance with the procedure established for the meeting.

Each stockholder shall have one (1) vote for every share of stock entitled to vote which is registered in his or her name on the record date for the meeting, except as otherwise provided herein or required by law.

All voting, including on the election of directors but excepting where otherwise required by law, may be by a voice vote; provided, however, that upon demand therefor by a stockholder entitled to vote or his or her proxy, a vote by ballot shall be taken.

Except as otherwise provided in the terms of any class or series of preferred stock of the Corporation, all elections shall be determined by a plurality of the votes cast, and except as otherwise required by law, all other matters shall be determined by a majority of the votes cast.

Section 8. Action Without Meeting.

Any action required to be taken at any annual or special meeting of stockholders, or any action which may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be (1) signed and dated by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and (2) delivered to the Corporation within sixty (60) days of the earliest dated consent by delivery to its registered office in the Commonwealth of Virginia (in which case delivery shall be by hand or by certified or registered mail, return receipt requested), its principal place of business, or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

Section 9. Stock List.

A complete list of stockholders entitled to vote at any meeting of stockholders, arranged in alphabetical order for each class of stock and showing the address of each such stockholder and the number of shares registered in his or her name, shall be open to the examination of any such stockholder, for any purpose germane to the meeting, during ordinary business hours for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or if not so specified, at the place where the meeting is to be held.

The stock list shall also be kept at the place of the meeting during the whole time thereof and shall be open to the examination of any such stockholder who is present. Such list shall presumptively determine the identity of the stockholders entitled to vote at the meeting and the number of shares held by each of them.

ARTICLE II - BOARD OF DIRECTORS

Section 1. Number, Election, Tenure and Qualification.

The number of directors which shall constitute the whole board shall be determined by resolution of the Board of Directors or by the stockholders at the annual meeting or at any special meeting of stockholders. The directors shall be elected at the annual meeting or at any special meeting of the stockholders, except as provided in Section 2 of this Article, and each director elected shall hold office until his or her successor is elected and qualified, unless sooner displaced. Directors need not be stockholders.

Section 2. *Vacancies and Newly Created Directorships.*

Subject to the rights of the holders of any class or series of preferred stock of the Corporation to elect directors, newly created directorships resulting from any increase in the authorized number of directors or any vacancies in the Board of Directors resulting from death, resignation, retirement, disqualification, removal from office or other cause may be filled only by a majority vote of the directors then in office, though less than a quorum, or the sole remaining director. No decrease in the number of authorized directors constituting the Board of Directors shall shorten the term of any incumbent director.

Section 3. *Resignation and Removal.*

Any director may resign at any time upon written notice to the Corporation at its principal place of business or to the chief executive officer or secretary. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event. Any director or the entire Board of Directors may be removed, with or without cause, by the holders of a majority of the shares then entitled to vote at an election of directors, unless otherwise specified by law or the Certificate of Incorporation.

Section 4. *Regular Meetings.*

Regular meetings of the Board of Directors shall be held at such place or places, on such date or dates, and at such time or times as shall have been established by the Board of Directors and publicized among all directors. A written notice of each regular meeting shall not be required.

Section 5. *Special Meetings.*

Special meetings of the Board of Directors may be called by the Chairman of the Board of Directors, if any, the President, the Treasurer, the Secretary or one or more of the directors then in office and shall be held at such place, on such date, and at such time as they or he or she shall fix. Notice of the place, date, and time of each such special meeting shall be given each director by whom it is not waived by mailing written notice not less than three (3) days before the meeting or orally, by telegraph, telex, cable or telecopy given not less than twenty-four (24) hours before the meeting. Unless otherwise indicated in the notice thereof, any and all business may be transacted at a special meeting.

Section 6. *Quorum.*

At any meeting of the Board of Directors, a majority of the total number of members of the Board of Directors shall constitute a quorum for all purposes. If a quorum shall fail to attend any meeting, a majority of those present may adjourn the meeting to another place, date, or time, without further notice or waiver thereof.

Section 7. Action by Consent.

Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all members of the Board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board or committee.

Section 8. Participation in Meetings By Conference Telephone.

Members of the Board of Directors, or of any committee thereof, may participate in a meeting of such Board or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other and such participation shall constitute presence in person at such meeting.

Section 9. Conduct of Business.

At any meeting of the Board of Directors, business shall be transacted in such order and manner as the Board may from time to time determine, and all matters shall be determined by the vote of a majority of the directors present, except as otherwise provided herein or required by law.

Section 10. Powers.

The Board of Directors may, except as otherwise required by law, exercise all such powers and do all such acts and things as may be exercised or done by the Corporation, including, without limiting the generality of the foregoing, the unqualified power:

(1) To declare dividends from time to time in accordance with law;

(2) To purchase or otherwise acquire any property, rights or privileges on such terms as it shall determine;

(3) To authorize the creation, making and issuance, in such form as it may determine, of written obligations of every kind, negotiable or non-negotiable, secured or unsecured, to borrow funds and guarantee obligations, and to do all things necessary in connection therewith;

(4) To remove any officer of the Corporation with or without cause, and from time to time to devolve the powers and duties of any officer upon any other person for the time being;

(5) To confer upon any officer of the Corporation the power to appoint, remove and suspend subordinate officers, employees and agents;

(6) To adopt from time to time such stock, option, stock purchase, bonus or other compensation plans for directors, officers, employees and agents of the Corporation and its subsidiaries as it may determine;

(7) To adopt from time to time such insurance, retirement, and other benefit plans for directors, officers, employees and agents of the Corporation and its subsidiaries as it may determine; and,

(8) To adopt from time to time regulations, not inconsistent with these Bylaws, for the management of the Corporation's business and affairs.

Section 11. Compensation of Directors.

Directors, as such, may receive, pursuant to a resolution of the Board of Directors, fixed fees and other compensation for their services as directors, including, without limitation, their services as members of committees of the Board of Directors.

ARTICLE III - COMMITTEES

Section 1. Committees of the Board of Directors.

The Board of Directors, by a vote of a majority of the Board of Directors, may from time to time designate committees of the Board, with such lawfully delegable powers and duties as it thereby confers, to serve at the pleasure of the Board and shall, for those committees and any others provided for herein, elect a director or directors to serve as the member or members, designating, if it desires, other directors as alternate members who may replace any absent or disqualified member at any meeting of the committee. Any such committee, to the extent provided in the resolution of the Board of Directors, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to amending the Certificate of Incorporation, adopting an agreement of merger or consolidation, recommending to the stockholders the sale, lease or exchange of all or substantially all of the Corporation's property and assets, recommending to the stockholders a dissolution of the Corporation or a revocation of a dissolution, or amending the Bylaws of the Corporation. Any committee so designated may exercise the power and authority of the Board of Directors to declare a dividend, to authorize the issuance of stock or to adopt a certificate of ownership and merger if the resolution which designates the committee or a supplemental resolution of the Board of Directors shall so provide. In the absence or disqualification of any member of any committee and any alternate member in his or her place, the member or members of the committee present at the meeting and not disqualified from voting, whether or not he or she or they constitute a quorum, may by unanimous vote appoint another member of the Board of Directors to act at the meeting in the place of the absent or disqualified member.

Section 2. Conduct of Business.

Each committee may determine the procedural rules for meeting and conducting its business and shall act in accordance therewith, except as otherwise provided herein or required by law. Adequate provision shall be made for notice to members of all meetings; one-third (1/3) of the members shall constitute a quorum; and all matters shall be determined by a majority vote of the members present. Action may be taken by any committee without a meeting if all members thereof consent thereto in writing, and the writing or writings are filed with the minutes of the proceedings of such committee.

ARTICLE IV - OFFICERS

Section 1. Enumeration.

The officers of the Corporation shall be the President, the Treasurer, the Secretary and such other officers as the Board of Directors or the Chairman of the Board may determine, including, but not limited to, the Chairman of the Board of Directors, one or more Vice Presidents, Assistant Treasurers and Assistant Secretaries.

Section 2. Election.

The Chairman of the Board, if any, the President, the Treasurer and the Secretary shall be elected annually by the Board of Directors at their first meeting following the annual meeting of the stockholders. The Board of Directors or the Chairman of the Board, if any, may, from time to time, elect or appoint such other officers as it or he or she may determine, including, but not limited to, one or more Vice Presidents, Assistant Treasurers and Assistant Secretaries.

Section 3. Qualification.

No officer need be a stockholder. The Chairman of the Board, if any, and any Vice Chairman appointed to act in the absence of the Chairman, if any, shall be elected by and from the Board of Directors, but no other officer need be a director. Two or more offices may be held by any one person. If required by vote of the Board of Directors, an officer shall give bond to the Corporation for the faithful performance of his or her duties, in such form and amount and with such sureties as the Board of Directors may determine. The premiums for such bonds shall be paid by the Corporation.

Section 4. Tenure and Removal.

Each officer elected or appointed by the Board of Directors shall hold office until the first meeting of the Board of Directors following the next annual meeting of the stockholders and until his or her successor is elected or appointed and qualified, or until he or she dies, resigns, is removed or becomes disqualified, unless a shorter term is specified in the vote electing or appointing said officer. Each officer appointed by the Chairman of the Board, if any, shall hold office until his or her successor is elected or appointed and qualified, or until he or she dies, resigns, is removed or becomes disqualified, unless a shorter term is specified by any agreement or other instrument appointing such officer. Any officer may resign by giving written notice of his or her resignation to the Chairman of the Board, if any, the President, or the Secretary, or to the Board of Directors at a meeting of the Board, and such resignation shall become effective at the time specified therein. Any officer elected or appointed by the Board of Directors may be removed from office with or without cause by vote of a majority of the directors. Any officer appointed by the Chairman of the Board, if any, may be removed with or without cause by the Chairman of the Board.

Section 5. Chairman of the Board.

The Chairman of the Board, if any, shall preside at all meetings of the Board of Directors and stockholders at which he or she is present and shall have such authority and perform such duties as may be prescribed by these Bylaws or from time to time be determined by the Board of Directors. The Chairman of the Board shall also have the power and authority to determine the compensation and duties of all officers, employees and agents of the Corporation.

Section 6. President.

The President shall, subject to the control and direction of the Board of Directors, have and perform such powers and duties as may be prescribed by these Bylaws or from time to time be determined by the Board of Directors.

Section 7. Vice Presidents.

The Vice Presidents, if any, in the order of their election, or in such other order as the Board of Directors may determine, shall have and perform the powers and duties of the President (or such of the powers and duties as the Board of Directors may determine) whenever the President is absent or unable to act. The Vice Presidents, if any, shall also have such other powers and duties as may from time to time be determined by the Board of Directors.

Section 8. Treasurer and Assistant Treasurers.

The Treasurer shall, subject to the control and direction of the Board of Directors, have and perform such powers and duties as may be prescribed in these Bylaws or be determined from time to time by the Board of Directors. All property of the Corporation in the custody of the Treasurer shall be subject at all times to the inspection and control of the Board of Directors. Unless otherwise voted by the Board of Directors, each Assistant Treasurer, if any, shall have and perform the powers and duties of the Treasurer whenever the Treasurer is absent or unable to act, and may at any time exercise such of the powers of the Treasurer, and such other powers and duties, as may from time to time be determined by the Board of Directors.

Section 9. Secretary and Assistant Secretaries.

The Board of Directors shall appoint a Secretary and, in his or her absence, an Assistant Secretary. The Secretary or, in his or her absence, any Assistant Secretary, shall attend all meetings of the directors and shall record all votes of the Board of Directors and minutes of the proceedings at such meetings. The Secretary or, in his or her absence, any Assistant Secretary, shall notify the directors of their meetings, and shall have and perform such other powers and duties as may from time to time be determined by the Board of Directors. If the Secretary or an Assistant Secretary is elected but is absent from any meeting of directors, a temporary secretary may be appointed by the directors at the meeting

Section 10. Bond.

If required by the Board of Directors, any officer shall give the Corporation a bond in such sum and with such surety or sureties and upon such terms and conditions as shall be satisfactory to the Board of Directors, including without limitation a bond for the faithful performance of the duties of his office and for the restoration to the Corporation of all books, papers, vouchers, money and other property of whatever kind in his or her possession or under his control and belonging to the Corporation.

Section 11. Action with Respect to Securities of Other Corporations.

Unless otherwise directed by the Board of Directors, the President, the Treasurer or any officer of the Corporation authorized by the President shall have power to vote and otherwise act on behalf of the Corporation, in person or by proxy, at any meeting of stockholders of or with respect to any action of stockholders of any other corporation in which this Corporation may hold securities and otherwise to exercise any and all rights and powers which this Corporation may possess by reason of its ownership of securities in such other corporation.

ARTICLE V - STOCK

Section 1. Certificates of Stock.

Each stockholder shall be entitled to a certificate signed by, or in the name of the Corporation by the Chairman of the Board of Directors, or the President or a Vice President,

and by the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary, certifying the number of shares owned by him or her. Any or all of the signatures on the certificate may be by facsimile.

Section 2. Transfers of Stock.

Transfers of stock shall be made only upon the transfer books of the Corporation kept at an office of the Corporation or by transfer agents designated to transfer shares of the stock of the Corporation. Except where a certificate is issued in accordance with Section 4 of this Article of these Bylaws, an outstanding certificate for the number of shares involved shall be surrendered for cancellation before a new certificate is issued therefor.

Section 3. Record Date.

In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders, or to receive payment of any dividend or other distribution or allotment of any rights or to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date on which the resolution fixing the record date is adopted and which record date shall not be more than sixty (60) nor less than ten (10) days before the date of any meeting of stockholders, nor more than sixty (60) days prior to the time for such other action as hereinbefore described; provided, however, that if no record date is fixed by the Board of Directors, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held, and, for determining stockholders entitled to receive payment of any dividend or other distribution or allotment of rights or to exercise any rights of change, conversion or exchange of stock or for any other purpose, the record date shall be at the close of business on the day on which the Board of Directors adopts a resolution relating thereto.

A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 4. Lost, Stolen or Destroyed Certificates.

In the event of the loss, theft or destruction of any certificate of stock, another may be issued in its place pursuant to such regulations as the Board of Directors may establish concerning proof of such loss, theft or destruction and concerning the giving of a satisfactory bond or bonds of indemnity.

Section 5. Regulations.

The issue, transfer, conversion and registration of certificates of stock shall be governed by such other regulations as the Board of Directors may establish.

Section 6. Interpretation.

The Board of Directors shall have the power to interpret all of the terms and provisions of these Bylaws, which interpretation shall be conclusive.

ARTICLE VI - NOTICES

Section 1. Notices.

Except as otherwise specifically provided herein or required by law, all notices required to be given to any stockholder, director, officer, employee or agent shall be in writing and may in every instance be effectively given by hand delivery to the recipient thereof, by depositing such notice in the mail, postage paid, or by sending such notice by courier service, prepaid telegram or mailgram, or telecopy, cable, or telex. Any such notice shall be addressed to such stockholder, director, officer, employee or agent at his or her last known address as the same appears on the books of the Corporation. The time when such notice is received, if hand delivered, or dispatched, if delivered through the mail or by courier telegram, mailgram, telecopy, cable, or telex shall be the time of the giving of the notice.

Section 2. Waiver of Notice.

A written waiver of any notice, signed by a stockholder, director, officer, employee or agent, whether before or after the time of the event for which notice is to be given, shall be deemed equivalent to the notice required to be given to such stockholder, director, officer, employee or agent. Neither the business nor the purpose of any meeting need be specified in such a waiver. Attendance of a director or stockholder at a meeting without protesting prior thereto or at its commencement the lack of notice shall also constitute a waiver of notice by such director or stockholder.

ARTICLE VII - INDEMNIFICATION

Section 1. Actions other than by or in the Right of the Corporation.

The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he or she is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceedings, had no reasonable cause to believe his or her conduct was unlawful. The

termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

Section 2. Actions by or in the Right of the Corporation.

The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he or she is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such proper court shall deem proper.

Section 3. Success on the Merits.

To the extent that any person described in Section 1 or Section 2 of this Article has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in said Sections, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

Section 4. Specific Authorization.

Any indemnification under Section 1 or Section 2 of this Article (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of any person described in said Sections is proper in the circumstances because he or she has met the applicable standard of conduct set forth in said Sections. Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (3) by the stockholders of the Corporation.

Section 5. Advance Payment.

Expenses incurred in defending any civil, criminal, administrative, or investigative action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of any person described in said Section to repay such amount if it shall ultimately be determined that he or she is not entitled to indemnification by the Corporation as authorized in this Article.

Section 6. Non-Exclusivity.

The indemnification and advancement of expenses provided by, or granted pursuant to, the other Sections of this Article shall not be deemed exclusive of any other rights to which those provided indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office.

Section 7. Insurance.

The Board of Directors may authorize, by a vote of the majority of the full board, the Corporation to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the corporation would have the power to indemnify him or her against such liability under the provisions of this Article.

Section 8. Continuation of Indemnification and Advancement of Expenses.

The indemnification and advancement of expenses provided by, or granted pursuant to, this Article shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 9. Severability.

If any word, clause or provision of this Article or any award made hereunder shall for any reason be determined to be invalid, the provisions hereof shall not otherwise be affected thereby but shall remain in full force and effect.

Section 10. Intent of Article.

The intent of this Article is to provide for indemnification and advancement of expenses to the fullest extent permitted by the Virginia Stock Corporation Act. To the extent that such Section or any successor section may be amended or supplemented from time to time, this Article shall be amended automatically and construed so as to permit indemnification and advancement of expenses to the fullest extent from time to time permitted by law.

ARTICLE VIII - CERTAIN TRANSACTIONS

Section 1. Transactions with Interested Parties.

No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association, or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board or committee thereof which authorizes the contract or transaction or solely because the votes of such director or officer are counted for such purpose, if:

(a) The material facts as to his or her relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or

(b) The material facts as to his or her relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or

(c) The contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof, or the stockholders.

Section 2. Quorum.

Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IX - MISCELLANEOUS

Section 1. Facsimile Signatures.

In addition to the provisions for use of facsimile signatures elsewhere specifically authorized in these Bylaws, facsimile signatures of any officer or officers of the Corporation may be used whenever and as authorized by the Board of Directors or a committee thereof.

Section 2. Corporate Seal.

The Board of Directors may provide a suitable seal, containing the name of the Corporation, which seal shall be in the charge of the Secretary. If and when so directed by the Board of Directors or a committee thereof, duplicates of the seal may be kept and used by the Treasurer or by an Assistant Secretary or Assistant Treasurer.

Section 3. Reliance upon Books, Reports and Records.

Each director, each member of any committee designated by the Board of Directors, and each officer of the Corporation shall, in the performance of his or her duties, be fully protected in relying in good faith upon the books of account or other records of the Corporation and upon such information, opinions, reports or statements presented to the Corporation by any of its officers or employees, or committees of the Board of Directors so designated, or by any other person as to matters which such director or committee member reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Corporation.

Section 4. Fiscal Year.

Except as otherwise determined by the Board of Directors from time to time, the fiscal year of the Corporation shall end on the last day of September of each year.

Section 5. Time Periods.

In applying any provision of these Bylaws which requires that an act be done or not be done a specified number of days prior to an event or that an act be done during a period of a specified number of days prior to an event, calendar days shall be used, the day of the doing of the act shall be excluded, and the day of the event shall be included.

ARTICLE X - AMENDMENTS

These Bylaws may be amended, added to, rescinded or repealed by the stockholders or by the Board of Directors, when such power is conferred upon the Board of Directors by the Certificate of Incorporation, at any meeting of the stockholders or of the Board of Directors, provided notice of the proposed change was given in the notice of the meeting or, in the case of a meeting of the Board of Directors, in a notice given not less than two (2) days prior to the meeting.

Exhibit 3.27

ARTICLES OF INCORPORATION

OF

ADVANCED TREATMENT SYSTEMS OF YORK, INC.

The undersigned, being an individual, does hereby act as incorporator in adopting the following Articles of Incorporation for the purpose of organizing a corporation authorized by law to issue shares, pursuant to the provisions of the Virginia Stock Corporation Act, Chapter 9 of Title 13.1 of the Code of Virginia.

FIRST: The corporate name for the corporation (hereinafter called the "Corporation") is Advanced Treatment Systems of York, Inc.

SECOND: The number of shares which the corporation is authorized to issued is 5,000, all of which are of a par value of $0.01 dollars each and are of the same class and are to be Common shares.

THIRD: The post office address with street number, if any, of the initial registered office of the corporation in the Commonwealth of Virginia is 1175 Herndon Parkway, Suite 250, Herndon, Virginia 20170. The county or city in the Commonwealth of Virginia in which the said registered office of the Corporation is located is County of Fairfax.

The name of the initial registered agent of the corporation at the said registered office is Steven M. Levine. The said initial registered agent meets the requirements of Section 13.1-619 of the Virginia Stock Corporation Act, inasmuch as he is a resident of the Commonwealth of Virginia and an officer of the Corporation. The business office of the said registered agent of the Corporation is identical with the said registered office of the Corporation.

FOURTH: No preemptive rights are granted.

FIFTH: The purpose for which the corporation is organized, which shall include the transaction of any or all lawful business for which corporations may be incorporated under the provisions of the Virginia Stock Corporation Act.

SIXTH: The name and the address of the individuals who are to serve as the initial directors of the Corporation are:

Jerome E. Rhodes	1175 Herndon Parkway, Suite 250 Herndon, Virginia 20170
Steven M. Levine	1175 Herndon Parkway, Suite 250 Herndon, Virginia 20170

SEVENTH: The duration of the corporation shall be perpetual.

EXECUTED, effective this 23th day of October, 1998.

/s/ Aliza Ann Danoff

Aliza Ann Danoff, Incorporator

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

October 30, 1998

The State Corporation Commission has found the accompanying articles submitted on behalf of ADVANCED TREATMENT SYSTEMS OF YORK, INC. to comply with the requirements of law, and confirms payment of all related fees.

Therefore, it is ORDERED that this CERTIFICATE OF INCORPORATION be issued and admitted to record with the articles of incorporation in the Office of the Clerk of the Commission, effective October 30, 1998.

The corporation is granted the authority conferred on it by law in accordance with the articles, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By 
Commissioner

CORPACPT
CIS20436
98-10-30-0086

SCC710N
(10/01)

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

ARTICLES OF AMENDMENT

CHANGING THE NAME OF A CORPORATION
By Unanimous Consent of the Shareholders

The undersigned, pursuant to § 13.1-710 of the Code of Virginia, executes these articles and states as follows:

FIRST: The name of the corporation is Advanced Treatment Systems of York, Inc. (the "Corporation").

SECOND: The name of the corporation is changed to ATS of Delaware, Inc.

THIRD: The foregoing amendment was adopted by unanimous consent of the shareholders on July 22, 2002.

The undersigned declares that the facts herein stated are true as of July 22, 2002.

ADVANCED TREATMENT SYSTEMS OF YORK, INC.

By: /s/ Jerome Rhodes
Jerome Rhodes, President,

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

August 5, 2002

The State Corporation Commission has found the accompanying articles submitted on behalf of ATS of Delaware, Inc. (formerly ADVANCED TREATMENT SYSTEMS OF YORK, INC.) to comply with the requirements of law, and confirms payment of all related fees.

Therefore, it is ORDERED that this

CERTIFICATE OF AMENDMENT

be issued and admitted to record with the articles of amendment in the Office of the Clerk of the Commission, effective August 5, 2002, at 07:16 AM.

The corporation is granted the authority conferred on it by law in accordance with the articles, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By 
Commissioner

02-08-05-0220
AMFNACPT

BY-LAWS OF

ATS OF DELAWARE, INC.

A VIRGINIA CORPORATION

Dated: July , 2002

BY-LAWS

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ARTICLE I

MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. All meetings of the stockholders shall be held at such place within or without the Commonwealth of Virginia as may be fixed from time to time by the Board of Directors or the Chief Executive Officer, or if not so designated, at the registered office of the Corporation.

Section 2. Annual Meeting. Unless directors are elected by written consent in lieu of an annual meeting as permitted by law and these By-Laws, an annual meeting of stockholders shall be held at such date and time as shall be designated from time to time by the Board of Directors or the Chief Executive Officer, at which meeting the stockholders shall elect by a plurality vote the Board of Directors and shall transact such other business as may be properly brought before the meeting. If no annual meeting is held in accordance with the foregoing provisions, the Board of Directors shall cause the meeting to be held as soon thereafter as convenient, which meeting shall be designated a special meeting in lieu of annual meeting.

Section 3. Special Meetings. Special meetings of the stockholders, for any purpose or purposes, may, unless otherwise prescribed by statute or by the Articles of Incorporation, be called by the Board of Directors and shall be called by the Chief Executive Officer or Secretary at the request in writing of (a) any two or more Directors, or (b) stockholders owning at least 25% of the capital stock of the Corporation and entitled to vote thereat. Such request shall state the purpose or purposes of the proposed meeting. Business transacted at any special meeting shall be limited to matters relating to the purpose or purposes stated in the notice of meeting.

Section 4. Notice of Meetings. Except as otherwise provided by law, written notice of each meeting of stockholders, annual or special, stating the place, date and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten (10) or more than sixty (60) days before the date of the meeting, to each stockholder entitled to vote at such meeting.

Section 5. Voting List. The officer who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting, either at a place within the city or town where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

Section 6. Quorum. The holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business, except as otherwise provided by statute, the Articles of Incorporation of the Corporation (the "Articles of Incorporation") or these By-Laws. If no quorum shall be present or represented at any meeting of stockholders, such meeting may be adjourned in accordance with Section 7 hereof, until a quorum shall be present or represented.

Section 7. Adjournments. Any meeting of stockholders may be adjourned from time to time to any other time and to any other place at which a meeting of stockholders may be held under these By-Laws, which time and place shall be announced at the meeting, by a majority of the stockholders present in person or represented by proxy at the meeting and entitled to vote (whether or not a quorum is present), or, if no stockholder is present or represented by proxy, by any officer entitled to preside at or to act as Secretary of such meeting, without notice other than announcement at the meeting. At such adjourned meeting, any business may be transacted which might have been transacted at the original meeting, provided that a quorum either was present at the original meeting or is present at the adjourned meeting. If the adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

Section 8. Action at Meetings. When a quorum is present at any meeting, the affirmative vote of the holders of a majority of the capital stock present in person or represented by proxy, entitled to vote and voting on the matter shall decide any matter (other than the election of the Board of Directors) brought before such meeting, unless the matter is one upon which by express provision of law, the Articles of Incorporation or these By-Laws, a different vote is required, in which case such express provision shall govern and control the decision of such matter. The stock of stockholders who abstain from voting on any matter shall be deemed not to have been voted on such matter. The Board of Directors shall be elected by a plurality of the votes of the shares present in person or represented by proxy at the meeting, entitled to vote and voting on the election of the Board of Directors.

Section 9. Voting and Proxies. Unless otherwise provided in the Articles of Incorporation, each stockholder shall at every meeting of the stockholders entitled to one vote for each share of capital stock having voting power held of record by such stockholder. Each stockholder entitled to vote at a meeting of stockholders, or to express consent or dissent to corporate action in writing without a meeting, may authorize another person or persons to act for him by proxy, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period.

Section 10. Action Without Meeting. Any action required to be taken at any annual or special meeting of stockholders, or any action which may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be (1) signed

and dated by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and (2) delivered to the Corporation to its registered office in the Commonwealth of Virginia (in which case delivery shall be by hand or by certified or registered mail, return receipt requested), its principal place of business, or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

ARTICLE II

DIRECTORS

Section 1. Number, Election, Tenure and Qualification. The number of persons which shall constitute the Board of Directors shall be not less than one. Within such limit, the number of Directors shall be determined by resolution of the Board of Directors or by the stockholders at the annual meeting or at any special meeting of stockholders, to the extent consistent with the terms and provisions of the Articles of Incorporation. The Board of Directors shall be elected at the annual meeting or at any special meeting of stockholders, or by written consent in lieu of an annual or special meeting of the stockholders. Each director elected shall hold office until his successor is elected and qualified, unless sooner displaced by reason of their earlier death, resignation or removal. Directors need not be stockholders.

Section 2. Change in Number. The number of the Board of Directors may be changed at any time by vote of a majority of the Directors then in office, to the extent consistent with the terms and provisions of the Articles of Incorporation.

Section 3. Vacancies. Vacancies and newly created directorships resulting from any increase in the authorized number of Directors may be filled by a majority of the Directors then in office, though less than a quorum, or by a sole remaining director, and the Directors so chosen shall hold office until the next annual election and until their successors are duly elected and shall qualify, unless sooner displaced by reason of their earlier death, resignation or removal. If there are no Directors in office, then an election of Directors may be held in the manner provided by statute. In the event of a vacancy in the Board of Directors, the remaining Directors, except as otherwise provided by law, these By-Laws or the Articles of Incorporation of the Corporation, may exercise the powers of the full board until the vacancy is filled.

Section 4. Resignation and Removal. Any director may resign at any time upon written notice to the Corporation at its principal place of business or to the Chief Executive Officer or Secretary. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event. Any director or the entire Board of Directors may be removed, with or without cause, by the holders of a majority of the shares of capital stock of the Corporation then entitled to vote at an election of Directors, unless otherwise specified by law or the Articles of Incorporation.

Section 5. General Powers. The business and affairs of the Corporation shall be managed by its Board of Directors, which may exercise all powers of the Corporation and do all such lawful acts and things as are not by statute or by the Articles of Incorporation or by these By-Laws directed or required to be exercised or done by the stockholders.

Section 6. Chairman of the Board. If the Board of Directors appoints a chairman of the board, he or she shall, when present, preside at all meetings of the stockholders and the Board of Directors. He or she shall perform such duties and possess such powers as are customarily vested in the office of the chairman of the board or as may be vested in him by the Board of Directors.

Section 7. Place of Meetings. The Board of Directors may hold meetings, both regular and special, either within or without the State of Delaware.

Section 8. Regular Meetings. Regular meetings of the Board of Directors may be held without notice at such time and at such place as shall from time to time be determined by the Board of Directors provided that any Director who is absent when such a determination is made shall be given prompt notice of such determination. A regular meeting of the Board of Directors may be held without notice immediately after and at the same place as the annual meeting of stockholders.

Section 9. Special Meeting. Special meetings of the Board of Directors may be called on the written request of (a) two (2) or more Directors, (b) one Director, in the event that there is only one Director in office, or (c) the Chief Executive Officer or Secretary on the written request of stockholders owning at least (i) 25% of the outstanding shares of the issued and outstanding shares of the capital stock of the Corporation. Two (2) days' notice to each director, either personally or by telegram, cable, telecopy, commercial delivery service, telex or similar means sent to his business or home address, or three (3) days' notice by written notice deposited in the mail, shall be given to each director by the Secretary or by the officer or one of the Directors calling the meeting. A notice or waiver of notice of a meeting of the Board of Directors need not specify the purposes of the meeting.

Section 10. Quorum, Action at Meeting, Adjournments. At all meetings of the Board of Directors, a majority of Directors then in office shall constitute a quorum for the transaction of business and the act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by law or by the Articles of Incorporation. If a quorum shall not be present at any meeting of the Board of Directors, a majority of the Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 11. Action by Consent. Unless otherwise restricted by the Articles of Incorporation or these By-Laws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all members of the board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the board or committee.

Section 12. Telephonic Meetings. Unless otherwise restricted by the Articles of incorporation or these By-Laws, members of the Board of Directors or of any committee thereof may participate in a meeting of the Board of Directors or of any committee, as the case may be, by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

Section 13. Committees. The Board of Directors may establish and maintain committees of the Board of Directors, each committee to consist of one or more of the Directors of the Corporation. Any such committee, to the extent provided in the resolution of the Board of Directors, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, but no such committee shall have the power or authority in reference to (a) adopting, amending or repealing the By-Laws of the Corporation or any of them or (b) approving or adopting, or recommending to the stockholders any action or matter expressly required by law to be submitted to stockholders for approval. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Directors. Each committee shall keep regular minutes of its meetings and make such reports to the Board of Directors as the Board of Directors may request. Except as the Board of Directors may otherwise determine, any committee may make rules for the conduct of its business, but unless otherwise provided by the Directors or in such rules, its business shall be conducted as nearly as possible in the same manner as is provided in these By-Laws for the conduct of its business by the Board of Directors.

Section 14. Compensation. Unless otherwise restricted by the Articles of Incorporation or these By-Laws, the Board of Directors shall have the authority to fix from time to time the compensation of Directors. The Directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors and the performance of their responsibilities as Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors and/or a stated salary as director. No such payment shall preclude any director from serving the Corporation or its parent or subsidiary corporations in any other capacity and receiving compensation therefor. The Board of Directors may also allow compensation for members of special or standing committees for service on such committees.

ARTICLE III

OFFICERS

Section 1. Enumeration. The officers of the Corporation shall be chosen by the Board of Directors and shall be a President, a Secretary and a Treasurer and such other officers with such titles, terms of office and duties as the Board of Directors may from time to time determine, including a Chairman of the Board, one or more Vice-Presidents, and one or more Assistant Secretaries and Assistant Treasurers. If authorized by resolution of the Board of Directors, the Chief Executive Officer may be empowered to appoint from time to time Assistant Secretaries and Assistant Treasurers. Any number of offices may be held by the same person, unless the Articles of Incorporation or these By-Laws otherwise provide.

Section 2. Election. The Board of Directors at its first meeting after each annual meeting of stockholders shall choose a President, a Secretary and a Treasurer. Other officers may be appointed by the Board of Directors at such meeting, at any other meeting, or by written consent.

Section 3. Tenure. The officers of the Corporation shall hold office until their successors are chosen and qualify, unless a different term is specified in the vote choosing or appointing him or her, or until his or her earlier death, resignation or removal. Any officer elected or appointed by the Board of Directors or by the Chief Executive Officer may be removed at any time, with or without cause, by the affirmative vote of a majority of the Board of Directors or a committee duly authorized to do so, except that any officer appointed by the Chief Executive Officer may also be removed at any time, with or without cause, by the Chief Executive Officer. Any vacancy occurring in any office of the Corporation may be filled by the Board of Directors, at its discretion. Any officer may resign by delivering his written resignation to the Corporation at its principal place of business or to the Chief Executive Officer or the Secretary. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

Section 4. President. The President shall be the Chief Operating Officer of the Corporation. He or she shall also be the Chief Executive Officer unless the Board of Directors otherwise provides. If no Chief Executive Officer shall have been appointed by the Board of Directors, all references herein to the "Chief Executive Officer" shall be to the President. The President shall, unless the Board of Directors provides otherwise in a specific instance or generally, preside at all meetings of the stockholders and the Board of Directors, have general and active management of the business of the Corporation and see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute bonds, mortgages, and other contracts requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Corporation.

Section 5. Vice-Presidents. In the absence of the President or in the event of his or her inability or refusal to act, the Vice-President, or if there be more than one Vice-President, the Vice-Presidents in the order designated by the Board of Directors or the Chief Executive Officer (or in the absence of any designation, then in the order determined by their tenure in office) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice-Presidents shall perform such other duties and have such other powers as the Board of Directors or the Chief Executive Officer may from time to time prescribe.

Section 6. Secretary. The Secretary shall have such powers and perform such duties as are incident to the office of Secretary. The Secretary shall maintain a stock ledger and prepare lists of stockholders and their addresses as required and shall be the custodian of corporate records. The secretary shall attend all meetings of the Board of Directors and all meetings of the stockholders and record all the proceedings of the meetings of the Corporation and of the Board of Directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings

of the Stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be from time to time prescribed by the Board of Directors or Chief Executive Officer, under whose supervision the Secretary shall be. The Secretary shall have custody of the corporate seal of the Corporation and the Secretary, or an assistant Secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his or her signature or by the signature of such assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his or her signature.

Section 7. Assistant Secretaries. The assistant Secretary, or if there be more than one, the assistant secretaries in the order determined by the Board of Directors, the Chief Executive Officer or the Secretary (or if there be no such determination, then in the order determined by their tenure in office), shall, in the absence of the Secretary or in the event of his or her inability or refusal to act, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors, the Chief Executive Officer or the Secretary may from time to time prescribe. In the absence of the Secretary or any assistant Secretary at any meeting of stockholders or Directors, the person presiding at the meeting shall designate a temporary or acting Secretary to keep a record of the meeting.

Section 8. Treasurer. The Treasurer shall perform such duties and shall have such powers as may be assigned to him or her by the Board of Directors or the Chief Executive Officer. In addition, the Treasurer shall perform such duties and have such powers as are incident to the office of Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. He or she shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the Chief Executive Officer and the Board of Directors, when the Chief Executive Officer or Board of Directors so requires, an account of all his or her transactions as Treasurer and of the financial condition of the Corporation.

Section 9. Assistant Treasurers. The assistant Treasurer, or if there shall be more than one, the assistant Treasurers in the order determined by the Board of Directors, the Chief Executive Officer or the Treasurer (or if there be no such determination, then in the order determined by their tenure in office), shall, in the absence of the Treasurer or in the event of his or her inability or refusal to act, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Board of Directors, the Chief Executive Officer or the Treasurer may from time to time prescribe.

Section 10. Bond. If required by the Board of Directors, any officer shall give the Corporation a bond in such sum and with such surety or sureties and upon such terms and conditions as shall be satisfactory to the Board of Directors, including without limitation a bond for the faithful performance of the duties of his office and for the restoration to the Corporation of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control and belonging to the Corporation.

ARTICLE IV

NOTICES

Section 1. Delivery. Whenever, under the provisions of law, or of the Articles of Incorporation or these By-Laws, written notice is required to be given to any Director or stockholder, such notice may be given by mail, addressed to such director or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Unless written notice by mail is required by law, written notice may also be given by telegram, cable, telecopy, commercial delivery service, telex or similar means, addressed to such Director or stockholder at his address as it appears on the records of the Corporation, in which case such notice shall be deemed to be given when delivered into the control of the persons charged with effecting such transmission, the transmission charge to be paid by the Corporation or the person sending such notice and not by the addressee. Oral notice or other in-hand delivery (in person or by telephone) shall be deemed given at the time it is actually given.

Section 2. Waiver of Notice. Whenever any notice is required to be given under the provisions of law or of the Articles of Incorporation or of these By-Laws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE V

INDEMNIFICATION

Section 1. Actions other than by or in the Right of the Corporation. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that such person is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceedings, had no reasonable cause to believe such person's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that such person's conduct was unlawful.

Section 2. Actions by or in the Right of the Corporation. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he or she is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Section 3. Success on the Merits. To the extent that any person described in Section 1 or 2 of this Article V has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in said Sections, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

Section 4. Specific Authorization. Any indemnification under Section 1 or 2 of this Article V (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of any person described in said Sections is proper in the circumstances because he or she has met the applicable standard of conduct set forth in said sections. Such determination shall be made (1) by the Board of Directors by a majority vote of Directors who were not parties to such action, suit or proceeding (even though less than a quorum), or (2) if there are no disinterested Directors or if a majority of disinterested Directors so directs, by independent legal counsel (who may be regular legal counsel to the Corporation) in a written opinion, or (3) by the stockholders of the Corporation.

Section 5. Advance Payment. Expenses incurred in defending a pending or threatened civil or criminal action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of any person described in said Section to repay such amount if it shall ultimately be determined that he or she is not entitled to indemnification by the Corporation as authorized in this Article V.

Section 6. Non-Exclusivity. The indemnification and advancement of expenses provided by, or granted pursuant to, the other Sections of this Article V shall not be deemed exclusive of any other rights to which those provided indemnification or advancement of expenses may be entitled under any By-Law, agreement, vote of stockholders or disinterested Directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office.

Section 7. Insurance. The Board of Directors may authorize the Corporation to purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this Article V.

Section 8. Continuation of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article V shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 9. Severability. If any word, clause or provision of this Article V or any award made hereunder shall for any reason be determined to be invalid, the provisions hereof shall not otherwise be affected thereby but shall remain in full force and effect.

Section 10. Intent of Article. The intent of this Article V is to provide for indemnification and advancement of expenses to the fullest extent permitted by the Virginia Stock Corporation Act. To the extent that such Section or any successor section may be amended or supplemented from time to time, this Article V shall be amended automatically and construed so as to permit indemnification and advancement of expenses to the fullest extent from time to time permitted by law.

ARTICLE VI

CAPITAL STOCK

Section 1. Certificates of Stock. Every holder of stock in the Corporation shall be entitled to have a certificate, signed by, or in the name of the Corporation by the President or a Vice-President and the Treasurer or an assistant Treasurer, or the Secretary or an assistant Secretary of the Corporation, certifying the number of shares owned by such holder in the Corporation. Any or all of the signatures on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he or she were such officer, transfer agent or registrar at the date of issue. Certificates may be issued for partly paid shares and in such case upon the face or back of the certificates issued to represent any such partly paid shares, the total amount of the consideration to be paid therefor, and the amount paid thereon shall be specified.

Section 2. Lost Certificates. The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the Corporation alleged to have been lost, stolen or destroyed. When authorizing such issue of a new certificate or certificates, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate or

certificates, or his legal representative, to give reasonable evidence of such loss, theft or destruction, to advertise the same in such manner as it shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed or the issuance of such new certificate.

Section 3. Transfer of Stock. Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate for shares, duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, and proper evidence of compliance with other conditions to rightful transfer, it shall be the duty of the Corporation to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books.

Section 4. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, the Board of Directors may fix a record date, which shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which shall not be more than sixty days nor less then ten days before the date of such meeting. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting. If no record date is fixed, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day before the day on which notice is given, or, if notice is waived, at the close of business on the day before the day on which the meeting is held. In order that the Corporation may determine the stockholders entitled to consent to corporate action in writing without a meeting, the Board of Directors may fix a record date, which shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which shall not be more than ten days after the date upon which the resolution fixing the record date is adopted by the Board of Directors. If no record date is fixed, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting, when no prior action by the Board of Directors is required by statute, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation as provided in Section 10 of Article I. If no record date is fixed and prior action by the Board of Directors is required, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting shall be at the close of business on the date on which the Board of Directors adopts the resolution taking such prior action. In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix a record date, which shall not precede the date upon which the resolution fixing the record date is adopted, and which shall be not more than sixty days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating to such purpose.

Section 5. Registered Stockholders. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive

dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Delaware.

ARTICLE VII

CERTAIN TRANSACTIONS

Section 1. Transactions with Interested Parties. No contract or transaction between the Corporation and one or more of its Directors or officers, or between the Corporation and any other corporation, partnership, association, or other organization in which one or more of its Directors or officers are Directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the board or committee thereof which authorizes the contract or transaction or solely because his or their votes are counted for such purpose, if:

(a) The material facts as to his, her or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the board or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested Directors, even though the disinterested Directors be less than a quorum; or

(b) The material facts as to his, her or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or

(c) The contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof, or the stockholders.

Section 2. Quorum. Common or interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, if any, may be declared by the Board of Directors at any regular or special meeting or by written consent, pursuant to law. Dividends may be paid in cash, in property, or in shares of the capital stock subject to the provisions of the Articles of Incorporation.

Section 2. Reserves. The Directors may set apart out of any funds of the Corporation available for dividends a reserve or reserves for any proper purpose and may abolish any such reserve.

Section 3. Checks. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 4. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 5. Seal. The Board of Directors may, by resolution, adopt a corporate seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the word “Virginia.” The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise. The seal may be altered from time to time by the Board of Directors.

ARTICLE IX

AMENDMENTS

These By-Laws may be altered, amended or repealed or new By-Laws may be adopted by the stockholders or by the Board of Directors, when such power is conferred upon the Board of Directors by the Articles of Incorporation, at any regular meeting of the stockholders or of the Board of Directors or at any special meeting of the stockholders or of the Board of Directors provided, however, that in the case of a regular or special meeting of stockholders, notice of such alteration, amendment, repeal or adoption of new By-Laws be contained in the notice of such meeting.

Exhibit 3.29

ARTICLES OF INCORPORATION

OF

ATS OF NORTH CAROLINA, INC.

The undersigned, being an individual, does hereby act as incorporator in adopting the following Articles of Incorporation for the purpose of organizing a corporation authorized by law to issue shares, pursuant to the provisions of the Virginia Stock Corporation Act, Chapter 9 of Title 13.1 of the Code of Virginia.

FIRST: The corporate name for the corporation (hereinafter called the "Corporation") is ATS of North Carolina, Inc.

SECOND: The number of shares which the corporation is authorized to issued is 5,000, all of which are of a par value of $0.01 dollars each and are of the same class and are to be Common shares.

THIRD: The post office address with street number, if any, of the initial registered office of the corporation in the Commonwealth of Virginia is 1175 Herndon Parkway, Suite 250, Herndon, Virginia 20170. The county or city in the Commonwealth of Virginia in which the said registered office of the Corporation is located is the County of Fairfax.

The name of the initial registered agent of the corporation at the said registered office is Steven M. Levine. The said initial registered agent meets the requirements of Section 13.1-619 of the Virginia Stock Corporation Act inasmuch as he is a resident of the Commonwealth of Virginia and an director of the Corporation. The business office of the said registered agent of the Corporation is identical with the said registered office of the Corporation.

FOURTH: No preemptive rights are granted.

FIFTH: The purpose for which the corporation is organized, which shall include the transaction of any or all lawful business for which corporations may be incorporated under the provisions of the Virginia Stock Corporation Act.

ATS OF NORTH CAROLINA, INC.
ARTICLES OF INCORPORATION

SIXTH: The name and the address of the individuals who are to serve as the initial directors of the Corporation are:

Jerome E. Rhodes	1175 Herndon Parkway, Suite 250 Herndon, Virginia 20170
Howard C. Landis	1175 Herndon Parkway, Suite 250 Herndon, Virginia 20170
Raymond R. Rafferty	1175 Herndon Parkway, Suite 250 Herndon, Virginia 20170
Steven M. Levine	1175 Herndon Parkway Ste 250 Herndon VA 20170

SEVENTH: The duration of the corporation shall be perpetual.

EXECUTED, effective this 22nd day of January 1998.

/s/ Karen M. Corinna

Karen M. Corinna, Incorporator

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

January 22, 1998

The State Corporation Commission has found the accompanying articles submitted on behalf of ATS OF NORTH CAROLINA, INC. to comply with the requirements of law, and confirms payment of all related fees.

Therefore, it is ORDERED that this CERTIFICATE OF INCORPORATION be issued and admitted to record with the articles of incorporation in the Office of the Clerk of the Commission, effective January 22, 1998.

The corporation is granted the authority conferred on it by law in accordance with the articles, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By 
Commissioner

CORPACPT
CIS20317
98-01-22-0510

Exhibit 3.30

ATS OF NORTH CAROLINA, INC.

BYLAWS

ARTICLE I - STOCKHOLDERS

Section 1. *Annual Meeting.*

An annual meeting of the stockholders, for the election of directors to succeed those whose terms expire and for the transaction of such other business as may properly come before the meeting, shall be held at ten o'clock a.m. or such other time as is determined by the Board of Directors, on such date (other than a Saturday, Sunday or legal holiday) as is determined by the Board of Directors, which date shall be within thirteen (13) months subsequent to the later of the date of incorporation or the last annual meeting of stockholders, and at such place as the Board of Directors shall each year fix.

Section 2. *Special Meetings.*

Subject to the rights of the holders of any class or series of preferred stock of the Corporation, special meetings of stockholders of the Corporation may be called only by the Board of Directors pursuant to a resolution adopted by a majority of the total number of directors authorized. Special meetings of the stockholders may be held at such place within or without the Commonwealth of Virginia as may be stated in such resolution.

Section 3. *Notice of Meetings.*

Written notice of the place, date, and time of all meetings of the stockholders shall be given, not less than ten (10) nor more than sixty (60) days before the date on which the meeting is to be held, to each stockholder entitled to vote at such meeting, except as otherwise provided herein or required by law (meaning, here and hereinafter, as required from time to time by the Virginia Stock Corporation Act or the Articles of Incorporation of the Corporation).

When a meeting is adjourned to another place, date or time, written notice need not be given of the adjourned meeting if the place, date and time thereof are announced at the meeting at which the adjournment is taken; provided, however, that if the date of any adjourned meeting is more than thirty (30) days after the date for which the meeting was originally noticed, or if a new record date is fixed for the adjourned meeting, written notice of the place, date, and time of the adjourned meeting shall be given in conformity herewith. At any adjourned meeting, any business may be transacted which might have been transacted at the original meeting.

All voting, including on the election of directors but excepting where otherwise required by law, may be by a voice vote; provided, however, that upon demand therefor by a stockholder entitled to vote or his or her proxy, a vote by ballot shall be taken.

Except as otherwise provided in the terms of any class or series of preferred stock of the Corporation, all elections shall be determined by a plurality of the votes cast, and except as otherwise required by law, all other matters shall be determined by a majority of the votes cast.

Section 8. Action Without Meeting.

Any action required to be taken at any annual or special meeting of stockholders, or any action which may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be (1) signed and dated by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and (2) delivered to the Corporation within sixty (60) days of the earliest dated consent by delivery to its registered office in the Commonwealth of Virginia (in which case delivery shall be by hand or by certified or registered mail, return receipt requested), its principal place of business, or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

Section 9. Stock List.

A complete list of stockholders entitled to vote at any meeting of stockholders, arranged in alphabetical order for each class of stock and showing the address of each such stockholder and the number of shares registered in his or her name, shall be open to the examination of any such stockholder, for any purpose germane to the meeting, during ordinary business hours for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or if not so specified, at the place where the meeting is to be held.

The stock list shall also be kept at the place of the meeting during the whole time thereof and shall be open to the examination of any such stockholder who is present. Such list shall presumptively determine the identity of the stockholders entitled to vote at the meeting and the number of shares held by each of them.

ARTICLE II - BOARD OF DIRECTORS

Section 1. Number, Election, Tenure and Qualification.

The number of directors which shall constitute the whole board shall be determined by resolution of the Board of Directors or by the stockholders at the annual meeting or at any special meeting of stockholders. The directors shall be elected at the annual meeting or at any special meeting of the stockholders, except as provided in Section 2 of this Article, and each director elected shall hold office until his or her successor is elected and qualified, unless sooner displaced. Directors need not be stockholders.

Section 2. Vacancies and Newly Created Directorships.

Subject to the rights of the holders of any class or series of preferred stock of the Corporation to elect directors, newly created directorships resulting from any increase in the authorized number of directors or any vacancies in the Board of Directors resulting from death, resignation, retirement, disqualification, removal from office or other cause may be filled only by a majority vote of the directors then in office, though less than a quorum, or the sole remaining director. No decrease in the number of authorized directors constituting the Board of Directors shall shorten the term of any incumbent director.

Section 3. Resignation and Removal.

Any director may resign at any time upon written notice to the Corporation at its principal place of business or to the chief executive officer or secretary. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event. Any director or the entire Board of Directors may be removed, with or without cause, by the holders of a majority of the shares then entitled to vote at an election of directors, unless otherwise specified by law or the Certificate of Incorporation.

Section 4. Regular Meetings.

Regular meetings of the Board of Directors shall be held at such place or places, on such date or dates, and at such time or times as shall have been established by the Board of Directors and publicized among all directors. A written notice of each regular meeting shall not be required.

Section 5. Special Meetings.

Special meetings of the Board of Directors may be called by the Chairman of the Board of Directors, if any, the President, the Treasurer, the Secretary or one or more of the directors then in office and shall be held at such place, on such date, and at such time as they or he or she shall fix. Notice of the place, date, and time of each such special meeting shall be given

each director by whom it is not waived by mailing written notice not less than three (3) days before the meeting or orally, by telegraph, telex, cable or telecopy given not less than twenty-four (24) hours before the meeting. Unless otherwise indicated in the notice thereof, any and all business may be transacted at a special meeting.

Section 6. Quorum.

At any meeting of the Board of Directors, a majority of the total number of members of the Board of Directors shall constitute a quorum for all purposes. If a quorum shall fail to attend any meeting, a majority of those present may adjourn the meeting to another place, date, or time, without further notice or waiver thereof.

Section 7. Action by Consent.

Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all members of the Board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board or committee.

Section 8. Participation in Meetings By Conference Telephone.

Members of the Board of Directors, or of any committee thereof, may participate in a meeting of such Board or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other and such participation shall constitute presence in person at such meeting.

Section 9. Conduct of Business.

At any meeting of the Board of Directors, business shall be transacted in such order and manner as the Board may from time to time determine, and all matters shall be determined by the vote of a majority of the directors present, except as otherwise provided herein or required by law.

Section 10. Powers.

The Board of Directors may, except as otherwise required by law, exercise all such powers and do all such acts and things as may be exercised or done by the Corporation, including, without limiting the generality of the foregoing, the unqualified power:

(1) To declare dividends from time to time in accordance with law;

(2) To purchase or otherwise acquire any property, rights or privileges on such terms as it shall determine;

(3) To authorize the creation, making and issuance, in such form as it may determine, of written obligations of every kind, negotiable or non-negotiable, secured or unsecured, to borrow funds and guarantee obligations, and to do all things necessary in connection therewith;

(4) To remove any officer of the Corporation with or without cause, and from time to time to devolve the powers and duties of any officer upon any other person for the time being;

(5) To confer upon any officer of the Corporation the power to appoint, remove and suspend subordinate officers, employees and agents;

(6) To adopt from time to time such stock, option, stock purchase, bonus or other compensation plans for directors, officers, employees and agents of the Corporation and its subsidiaries as it may determine;

(7) To adopt from time to time such insurance, retirement, and other benefit plans for directors, officers, employees and agents of the Corporation and its subsidiaries as it may determine; and,

(8) To adopt from time to time regulations, not inconsistent with these Bylaws, for the management of the Corporation's business and affairs.

Section 11. Compensation of Directors.

Directors, as such, may receive, pursuant to a resolution of the Board of Directors, fixed fees and other compensation for their services as directors, including, without limitation, their services as members of committees of the Board of Directors.

ARTICLE III - COMMITTEES

Section 1. Committees of the Board of Directors.

The Board of Directors, by a vote of a majority of the Board of Directors, may from time to time designate committees of the Board, with such lawfully delegable powers and duties as it thereby confers, to serve at the pleasure of the Board and shall, for those committees and any others provided for herein, elect a director or directors to serve as the member or members, designating, if it desires, other directors as alternate members who may replace any absent or disqualified member at any meeting of the committee. Any such committee, to the extent

provided in the resolution of the Board of Directors, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to amending the Certificate of Incorporation, adopting an agreement of merger or consolidation, recommending to the stockholders the sale, lease or exchange of all or substantially all of the Corporation's property and assets, recommending to the stockholders a dissolution of the Corporation or a revocation of a dissolution, or amending the Bylaws of the Corporation. Any committee so designated may exercise the power and authority of the Board of Directors to declare a dividend, to authorize the issuance of stock or to adopt a certificate of ownership and merger if the resolution which designates the committee or a supplemental resolution of the Board of Directors shall so provide. In the absence or disqualification of any member of any committee and any alternate member in his or her place, the member or members of the committee present at the meeting and not disqualified from voting, whether or not he or she or they constitute a quorum, may by unanimous vote appoint another member of the Board of Directors to act at the meeting in the place of the absent or disqualified member.

Section 2. Conduct of Business.

Each committee may determine the procedural rules for meeting and conducting its business and shall act in accordance therewith, except as otherwise provided herein or required by law. Adequate provision shall be made for notice to members of all meetings; one-third (1/3) of the members shall constitute a quorum; and all matters shall be determined by a majority vote of the members present. Action may be taken by any committee without a meeting if all members thereof consent thereto in writing, and the writing or writings are filed with the minutes of the proceedings of such committee.

ARTICLE IV - OFFICERS

Section 1. Enumeration.

The officers of the Corporation shall be the President, the Treasurer, the Secretary and such other officers as the Board of Directors or the Chairman of the Board may determine, including, but not limited to, the Chairman of the Board of Directors, one or more Vice Presidents, Assistant Treasurers and Assistant Secretaries.

Section 2. Election.

The Chairman of the Board, if any, the President, the Treasurer and the Secretary shall be elected annually by the Board of Directors at their first meeting following the annual meeting of the stockholders. The Board of Directors or the Chairman of the Board, if any, may, from time to time, elect or appoint such other officers as it or he or she may determine, including, but not limited to. one or more Vice Presidents. Assistant Treasurers and Assistant Secretaries.

Section 3. Qualification.

No officer need be a stockholder. The Chairman of the Board, if any. and any Vice Chairman appointed to act in the absence of the Chairman, if any, shall be elected by and from the Board of Directors, but no other officer need be a director. Two or more offices may be held by any one person. If required by vote of the Board of Directors, an officer shall give bond to the Corporation for the faithful performance of his or her duties, in such form and amount and with such sureties as the Board of Directors may determine. The premiums for such bonds shall be paid by the Corporation.

Section 4. Tenure and Removal.

Each officer elected or appointed by the Board of Directors shall hold office until the first meeting of the Board of Directors following the next annual meeting of the stockholders and until his or her successor is elected or appointed and qualified, or until he or she dies, resigns, is removed or becomes disqualified, unless a shorter term is specified in the vote electing or appointing said officer. Each officer appointed by the Chairman of the Board, if any, shall hold office until his or her successor is elected or appointed and qualified, or until he or she dies, resigns, is removed or becomes disqualified, unless a shorter term is specified by any agreement or other instrument appointing such officer. Any officer may resign by giving written notice of his or her resignation to the Chairman of the Board, if any, the President, or the Secretary, or to the Board of Directors at a meeting of the Board, and such resignation shall become effective at the time specified therein. Any officer elected or appointed by the Board of Directors may be removed from office with or without cause by vote of a majority of the directors. Any officer appointed by the Chairman of the Board, if any, may be removed with or without cause by the Chairman of the Board.

Section 5. Chairman of the Board.

The Chairman of the Board, if any, shall preside at all meetings of the Board of Directors and stockholders at which he or she is present and shall have such authority and perform such duties as may be prescribed by these Bylaws or from time to time be determined by the Board of Directors. The Chairman of the Board shall also have the power and authority to determine the compensation and duties of all officers, employees and agents of the Corporation.

Section 6. President.

The President shall, subject to the control and direction of the Board of Directors, have and perform such powers and duties as may be prescribed by these Bylaws or from time to time be determined by the Board of Directors.

Section 7. Vice Presidents.

The Vice Presidents, if any, in the order of their election, or in such other order as the Board of Directors may determine, shall have and perform the powers and duties of the President (or such of the powers and duties as the Board of Directors may determine) whenever the President is absent or unable to act. The Vice Presidents, if any, shall also have such other powers and duties as may from time to time be determined by the Board of Directors.

Section 8. Treasurer and Assistant Treasurers.

The Treasurer shall, subject to the control and direction of the Board of Directors, have and perform such powers and duties as may be prescribed in these Bylaws or be determined from time to time by the Board of Directors. All property of the Corporation in the custody of the Treasurer shall be subject at all times to the inspection and control of the Board of Directors. Unless otherwise voted by the Board of Directors, each Assistant Treasurer, if any, shall have and perform the powers and duties of the Treasurer whenever the Treasurer is absent or unable to act, and may at any time exercise such of the powers of the Treasurer, and such other powers and duties, as may from time to time be determined by the Board of Directors.

Section 9. Secretary and Assistant Secretaries.

The Board of Directors shall appoint a Secretary and, in his or her absence, an Assistant Secretary. The Secretary or, in his or her absence, any Assistant Secretary, shall attend all meetings of the directors and shall record all votes of the Board of Directors and minutes of the proceedings at such meetings. The Secretary or, in his or her absence, any Assistant Secretary, shall notify the directors of their meetings, and shall have and perform such other powers and duties as may from time to time be determined by the Board of Directors. If the Secretary or an Assistant Secretary is elected but is absent from any meeting of directors, a temporary secretary may be appointed by the directors at the meeting

Section 10. Bond.

If required by the Board of Directors, any officer shall give the Corporation a bond in such sum and with such surety or sureties and upon such terms and conditions as shall be satisfactory to the Board of Directors, including without limitation a bond for the faithful performance of the duties of his office and for the restoration to the Corporation of all books, papers, vouchers, money and other property of whatever kind in his or her possession or under his control and belonging to the Corporation.

Section 11. Action with Respect to Securities of Other Corporations.

Unless otherwise directed by the Board of Directors, the President, the Treasurer or any officer of the Corporation authorized by the President shall have power to vote and otherwise

act on behalf of the Corporation, in person or by proxy, at any meeting of stockholders of or with respect to any action of stockholders of any other corporation in which this Corporation may hold securities and otherwise to exercise any and all rights and powers which this Corporation may possess by reason of its ownership of securities in such other corporation.

ARTICLE V - STOCK

Section 1. Certificates of Stock.

Each stockholder shall be entitled to a certificate signed by, or in the name of the Corporation by the Chairman of the Board of Directors, or the President or a Vice President, and by the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary, certifying the number of shares owned by him or her. Any or all of the signatures on the certificate may be by facsimile.

Section 2. Transfers of Stock.

Transfers of stock shall be made only upon the transfer books of the Corporation kept at an office of the Corporation or by transfer agents designated to transfer shares of the stock of the Corporation. Except where a certificate is issued in accordance with Section 4 of this Article of these Bylaws, an outstanding certificate for the number of shares involved shall be surrendered for cancellation before a new certificate is issued therefor.

Section 3. Record Date.

In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders, or to receive payment of any dividend or other distribution or allotment of any rights or to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date on which the resolution fixing the record date is adopted and which record date shall not be more than sixty (60) nor less than ten (10) days before the date of any meeting of stockholders, nor more than sixty (60) days prior to the time for such other action as hereinbefore described; provided, however, that if no record date is fixed by the Board of Directors, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held, and, for determining stockholders entitled to receive payment of any dividend or other distribution or allotment of rights or to exercise any rights of change, conversion or exchange of stock or for any other purpose, the record date shall be at the close of business on the day on which the Board of Directors adopts a resolution relating thereto.

A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 4. Lost, Stolen or Destroyed Certificates.

In the event of the loss, theft or destruction of any certificate of stock, another may be issued in its place pursuant to such regulations as the Board of Directors may establish concerning proof of such loss, theft or destruction and concerning the giving of a satisfactory bond or bonds of indemnity.

Section 5. Regulations.

The issue, transfer, conversion and registration of certificates of stock shall be governed by such other regulations as the Board of Directors may establish.

Section 6. Interpretation.

The Board of Directors shall have the power to interpret all of the terms and provisions of these Bylaws, which interpretation shall be conclusive.

ARTICLE VI - NOTICES

Section 1. Notices.

Except as otherwise specifically provided herein or required by law, all notices required to be given to any stockholder, director, officer, employee or agent shall be in writing and may in every instance be effectively given by hand delivery to the recipient thereof, by depositing such notice in the mail, postage paid, or by sending such notice by courier service, prepaid telegram or mailgram, or telecopy, cable, or telex. Any such notice shall be addressed to such stockholder, director, officer, employee or agent at his or her last known address as the same appears on the books of the Corporation. The time when such notice is received, if hand delivered, or dispatched, if delivered through the mail or by courier, telegram, mailgram, telecopy, cable, or telex shall be the time of the giving of the notice.

Section 2. Waiver of Notice.

A written waiver of any notice, signed by a stockholder, director, officer, employee or agent, whether before or after the time of the event for which notice is to be given, shall be deemed equivalent to the notice required to be given to such stockholder, director, officer, employee or agent. Neither the business nor the purpose of any meeting need be specified in

such a waiver. Attendance of a director or stockholder at a meeting without protesting prior thereto or at its commencement the lack of notice shall also constitute a waiver of notice by such director or stockholder.

ARTICLE VII - INDEMNIFICATION

Section 1. Actions other than by or in the Right of the Corporation.

The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he or she is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceedings, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

Section 2. Actions by or in the Right of the Corporation.

The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he or she is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such proper court shall deem proper.

Section 3. Success on the Merits.

To the extent that any person described in Section 1 or Section 2 of this Article has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in said Sections, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

Section 4. Specific Authorization.

Any indemnification under Section 1 or Section 2 of this Article (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of any person described in said Sections is proper in the circumstances because he or she has met the applicable standard of conduct set forth in said Sections. Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (3) by the stockholders of the Corporation.

Section 5. Advance Payment.

Expenses incurred in defending any civil, criminal, administrative, or investigative action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of any person described in said Section to repay such amount if it shall ultimately be determined that he or she is not entitled to indemnification by the Corporation as authorized in this Article.

Section 6. Non-Exclusivity.

The indemnification and advancement of expenses provided by, or granted pursuant to, the other Sections of this Article shall not be deemed exclusive of any other rights to which those provided indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office.

Section 7. Insurance.

The Board of Directors may authorize, by a vote of the majority of the full board, the Corporation to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and

incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the corporation would have the power to indemnify him or her against such liability under the provisions of this Article.

Section 8. Continuation of Indemnification and Advancement of Expenses.

The indemnification and advancement of expenses provided by, or granted pursuant to, this Article shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 9. Severability.

If any word, clause or provision of this Article or any award made hereunder shall for any reason be determined to be invalid, the provisions hereof shall not otherwise be affected thereby but shall remain in full force and effect.

Section 10. Intent of Article.

The intent of this Article is to provide for indemnification and advancement of expenses to the fullest extent permitted by the Virginia Stock Corporation Act. To the extent that such Section or any successor section may be amended or supplemented from time to time, this Article shall be amended automatically and construed so as to permit indemnification and advancement of expenses to the fullest extent from time to time permitted by law.

ARTICLE VIII - CERTAIN TRANSACTIONS

Section 1. Transactions with Interested Parties.

No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association, or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board or committee thereof which authorizes the contract or transaction or solely because the votes of such director or officer are counted for such purpose, if:

(a) The material facts as to his or her relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or

(b) The material facts as to his or her relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or

(c) The contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof, or the stockholders.

Section 2. Quorum.

Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IX - MISCELLANEOUS

Section 1. Facsimile Signatures.

In addition to the provisions for use of facsimile signatures elsewhere specifically authorized in these Bylaws, facsimile signatures of any officer or officers of the Corporation may be used whenever and as authorized by the Board of Directors or a committee thereof.

Section 2. Corporate Seal.

The Board of Directors may provide a suitable seal, containing the name of the Corporation, which seal shall be in the charge of the Secretary. If and when so directed by the Board of Directors or a committee thereof, duplicates of the seal may be kept and used by the Treasurer or by an Assistant Secretary or Assistant Treasurer.

Section 3. Reliance upon Books, Reports and Records.

Each director, each member of any committee designated by the Board of Directors, and each officer of the Corporation shall, in the performance of his or her duties, be fully protected in relying in good faith upon the books of account or other records of the Corporation and upon such information, opinions, reports or statements presented to the Corporation by any of its officers or employees, or committees of the Board of Directors so designated, or by any other person as to matters which such director or committee member reasonably believes are within such other person’s professional or expert competence and who has been selected with reasonable care by or on behalf of the Corporation.

Section 4. Fiscal Year.

Except as otherwise determined by the Board of Directors from time to time, the fiscal year of the Corporation shall end on the last day of September of each year.

Section 5. Time Periods.

In applying any provision of these Bylaws which requires that an act be done or not be done a specified number of days prior to an event or that an act be done during a period of a specified number of days prior to an event, calendar days shall be used, the day of the doing of the act shall be excluded, and the day of the event shall be included.

ARTICLE X - AMENDMENTS

These Bylaws may be amended, added to, rescinded or repealed by the stockholders or by the Board of Directors, when such power is conferred upon the Board of Directors by the Certificate of Incorporation, at any meeting of the stockholders or of the Board of Directors, provided notice of the proposed change was given in the notice of the meeting or, in the case of a meeting of the Board of Directors, in a notice given not less than two (2) days prior to the meeting.

Exhibit 3.33

State of Missouri
Robin Carnahan, Secretary of State

Articles of Organization

1. The name of the limited liability company is:

   Austin Eating Disorders Partners, LLC

2. The purpose(s) for which the limited liability company is organized:

   The transaction of any lawful business for which a limited liability company may be organized under the Missouri Limited Liability Company Act, Chapter 347 RSMo.

3. The name and address of the limited liability company's registered agent in Missouri is:

M. Mark McCallum	**333 Dickson Street, St. Louis MO 63122**
Name	*Address*

4. The management of the limited liability company is: ☒ Manager ☐ Member

5. The duration (period of existence) for this limited liability company is:

   Perpetual

6. The name(s) and street address(es) of each organizer:

   Phillip R. Stanton, 10 S. Broadway, Suite 2000, St. Louis MO 63102

In Affirmation thereof, the facts stated above are true and correct:

(The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo)

Phillip Stanton
(Organizer Name)

STATE OF MISSOURI

Jason Kander
Secretary of State

CERTIFICATE OF AMENDED ARTICLES OF ORGANIZATION

WHEREAS

Austin Eating Disorders Partners, LLC
LC0831724

filed its amended Articles of Organization with this office and WHEREAS that filing was found to conform to the Missouri Limited Liability Company Act;

NOW, THEREFORE, I, JASON KANDER, Secretary of State of the State of Missouri, by virtue of authority vested in me by law do hereby certify and declare that the above entity's Articles of Organization are amended.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 9th day of February, 2015.

Jason Kander
Secretary of State

SOS #30 (01-2013)

State of Missouri
Jason Kander, Secretary of State

Corporations Division
PO Box 778 / 600 W. Main St., Rm. 322
Jefferson City, MO 65102

Amendment of Articles of Organization
(Submit with filing fee of $25.00)

Charter #: LC0831724

1. The current name of the limited liability company is: Austin Eating Disorders Partners, LLC

2. The effective date of this document is the date it is filed by the Secretary of State of Missouri unless a future date is otherwise indicated: _____

(Date may not be more than 90 days after the filing date in this Office)

3. State date of occurrence that required this amendment: 02/01/2015

Month/Day/Year

4. The articles of organization are hereby amended as follows:

The limited liability company is member-managed.

5. (Check if applicable) This amendment is required to be filed because:

☐ management of the limited liability company is vested in one or more managers where management had not been so previously vested.

☒ management of the limited liability company is no longer vested in one or more managers where management was previously so vested.

☐ a change in the name of the limited liability company.

☐ a change in the time set forth in the articles of organization for the limited liability company to dissolve.

☐ adding a series under section 347.039 RSMo. (Form LLC 1A must be attached.)

6. This amendment is (check either or both):

☐ authorized under the operating agreement

☒ required to be filed under the provisions of RSMo Chapter 347

(Please see next page)

Name and address to return filed document:

Name: _____

Address: _____

City, States and Zip Code: _____

In Affirmation thereof, the facts stated above are true and correct:

(The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo)

/s/ Christopher L. Howard	Christopher L. Howard	2/9/15
Authorized Signature	*Printed Name*	*Date*
Authorized Signature	*Printed Name*	*Date*
Authorized Signature	*Printed Name*	*Date*

Exhibit 3.34

AMENDED AND RESTATED OPERATING AGREEMENT
OF
AUSTIN EATING DISORDERS PARTNERS, LLC

This Amended and Restated Operating Agreement (the "Agreement") of Austin Eating Disorders Partners, LLC, a Missouri limited liability company (the "Company"), is entered into by and between Acadia Healthcare Company, Inc., a Delaware corporation (the "Member") and the persons admitted to the Company as members who shall be identified on Schedule A, as amended from time to time, effective as of September 3, 2014.

Section 1. Organization. On July 25, 2007, the Company was formed as a Missouri limited liability company by the filing of the Articles of Organization in the office of the Secretary of State of Missouri (the "Articles").

Section 2. Registered Office; Registered Agent. The registered office of the Company in the State of Missouri will be 120 South Central Avenue, Clayton, Missouri 63105, or such other office (which need not be a place of business of the Company) as the Member may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Missouri will be CT Corporation System, or such other person as the Member may designate from time to time in the manner provided by law. The principal office of the Company will be at such location as the Member may designate from time to time, which need not be in the State of Missouri.

Section 3. Powers. The Company will have all powers permitted to be exercised by a limited liability company organized in the State of Missouri.

Section 4. Term. The Company commenced on the date the Articles of Organization were filed with the Secretary of State of Missouri, and will continue in existence until terminated pursuant to this Agreement.

Section 5. Fiscal Year. The fiscal year of the Company for financial statement and federal income tax purposes will end on December 31 unless otherwise determined by the Member.

Section 6. Member. The Member owns 100% of the limited liability company interests in the Company.

Section 7. Address. The address of the Member is set forth below:

6100 Tower Circle, Suite 1000
Franklin, TN 37067

Section 8. New Members. No person may be admitted as a member of the Company without the approval of the Member.

Section 9. Liability to Third Parties. The Member will not have any personal liability for any obligations or liabilities of the Company, whether such liabilities arise in contract, tort or otherwise.

Section 10. Capital Contributions. On or before the date hereof, the Member has made a capital contribution in cash to the Company in the amount of $100.00. The Member will not be required to make any additional capital contributions to the Company except as may otherwise be agreed to by the Member.

Section 11. Participation in Profits and Losses. All profits and losses of the Company will be allocated to the Member.

Section 12. Distributions. Distributions will be made by the Company to the Member at such times as may be determined by the Member.

Section 13. Management. The power and authority to manage, direct and control the Company will be vested solely in the Member.

Section 14. Officers. The Member may, from time to time, designate one or more individuals to be officers of the Company, with such titles as the Member may assign to such individuals. The initial officers of the Company will be a President, a Secretary and two Vice Presidents as more specifically provided below. Officers so designated will have such authority and perform such duties as the Member may from time to time delegate to them. Any number of officer positions may be held by the same individual. Any officer may resign as such at any time by providing written notice to the Company. Any officer may be removed as such, either with or without cause, by the Member, in its sole discretion. Any vacancy occurring in any officer position of the Company may be filled by the Member. The officers of the Company, if and when designated by the Member, will have the authority, acting individually, to bind the Company.

Section 15. President. The President will, subject to the control of the Member, have general supervision, direction and control of the business and affairs of the Company. Subject to the control of the Member, the President will have the general powers and duties of management usually vested in the office of president and chief executive officer of corporations, and will have such other powers and duties as may be prescribed by the Member.

Section 16. Secretary. The Secretary will, subject to the control of the Member, prepare and keep the minutes of the proceedings of the Company in books provided for that purpose, see that all notices are duly given in accordance with the provisions of the Act, be custodian of the Company records, and will have the general powers and duties usually vested in the office of secretary of corporations, and will have such other powers and duties as may be prescribed by the Member.

Section 17. Vice Presidents. The Vice Presidents will, subject to the control of the Member, perform such duties as may be assigned to them by the President and will have the general powers and duties usually vested in the office of vice president of corporations, and will have such other powers and duties as may be prescribed by the Member. In the case of the death, disability or absence of the President, a Vice President shall perform and be vested with all the duties and powers of the President until the Member appoints a new President.

Section 18. Indemnification. The Company shall indemnify any individual who is or was a party or is or was threatened to be made a party to any action, suit, or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a manager, officer, employee or agent of the Company against expenses (including reasonable attorneys' fees and expenses), judgments, fines and amounts paid in settlement actually and reasonably incurred by such individual in connection with such action, suit or proceeding, to the extent permitted by applicable law. The right to indemnification conferred in this Section 18 includes the right of such individual to be paid by the Company the expenses incurred in defending any such action in advance of its final disposition (an "Advancement of Expenses"); provided, however, that the Company will only make an Advancement of Expenses upon delivery to the Company of an undertaking, by or on behalf of such Indemnitee, to repay all amounts so advanced if it is ultimately determined that such Indemnitee is not entitled to be indemnified under this Section 18 or otherwise.

Section 19. Dissolution. The Company will dissolve and its affairs will be wound up as may be determined by the Member, or upon the earlier occurrence of any other event causing dissolution of the Company under the Act. In such event, the Member will proceed diligently to wind up the affairs of the Company and make final distributions, and will cause the existence of the Company to be terminated.

Section 20. Amendment or Modification. This Agreement may be amended or modified from time to time only by a written instrument that is executed by the Member.

Section 21. Binding Effect. This Agreement will be binding on and inure to the benefit of the Member and its successors and assigns.

Section 22. Governing Law. This Agreement is governed by and will be construed in accordance with the law of the State of Missouri without regard to the conflicts of law principles thereof.

[Remainder of page left blank intentionally.]

IN WITNESS THEREOF, the undersigned hereto has executed this Agreement effective as of the date set forth above.

MEMBER:

ACADIA HEALTHCARE COMPANY, INC.

By: /s/ Christopher L. Howard
Christopher L. Howard
Executive Vice President and Secretary

Schedule A

None

Exhibit 3.35

ARTICLES OF INCORPORATION

OF

BATON ROUGE TREATMENT CENTER, INC.

I, the undersigned natural person, capable of contracting, acting as incorporator of a corporation under the Business Corporation Law of the State of Louisiana, adopt the following articles of incorporation for such corporation.

1. The name of the corporation shall be:

BATON ROUGE TREATMENT CENTER, INC.

2. The purpose or purposes for which the corporation is to be formed is:

To engage in any lawful act or activity for which corporations may be formed under the Louisiana Business Corporation Law.

3. The duration of the corporation shall be perpetual.

4. The aggregate number of shares which the corporation shall have authority to issue is:

1,000 Shares Common With No Par Value.

5. The shares shall consist of one class only.

6. The full name and post office address of the incorporator is as follows:

NAME	ADDRESS
Ricardo Beausoleil	Corporate Agents, Inc. 1013 Centre Road Wilmington, DE 19805

Dated: June 12, 1995

INCORPORATOR

STATE OF DELAWARE)
SS
COUNTY OF NEW CASTLE)

On this 12th day of June, A.D., 1995, personally appeared before me, Ricardo Beausoleil, who being by me first duly sworn, declared that he is the Incorporator of BATON ROUGE TREATMENT CENTER, INC. that he executed the foregoing document as Incorporator, of the corporation and that the statements therein contained are true.

Notary Public

BY-LAWS

OF

BATON ROUGE TREATMENT CENTER, INC.

ARTICLE I - OFFICES

The office of the Corporation shall be located in the City and State designated in the Articles of Incorporation. The Corporation may also maintain offices at such other places within or without the United States as the Board of Directors may, from time to time, determine.

ARTICLE II - MEETING OF SHAREHOLDERS

Section 1 - Annual Meetings:

The annual meeting of the shareholders of the Corporation shall be held within five months after the close of the fiscal year of the Corporation, for the purpose of electing directors, and transacting such other business as may properly come before the meeting.

Section 2- Special Meetings:

Special meetings of the shareholders may be called at any time by the Board of Directors or by the President, and shall be called by the President or the Secretary at the written request of the holders of ten per cent (10%) of the shares then outstanding and entitled to vote thereat, or as otherwise required under the provisions of the Law of the State of Louisiana (“Corporation Law”).

Section 3 - Place of Meetings:

All meetings of shareholders shall be held at the principal office of the Corporation, or at such other places as shall be designated in the notices or waivers of notice of such meetings.

Section 4 - Notice of Meetings:

(a) Written notice of each meeting of shareholders, whether annual or special, stating the time when and place where it is to be held, shall be served either personally or by mail, not less than ten or more than fifty days before the meeting, upon each shareholder of record entitled to vote at such meeting, and to any other shareholder to whom the giving of notice may be required by law. Notice of a special meeting shall also state the purpose or purposes for which the meeting is called, and shall indicate that it is being issued by, or at the direction of, the person or persons calling the meeting. If, at any meeting, action is proposed to be taken that would, if taken, entitle shareholders to receive payment for their shares pursuant to the Business Corporation Act, the notice of such meeting shall include a statement of that purpose and to that effect. If mailed, such notice shall be directed to each such shareholder at his address, as it appears on the records of the shareholders of the Corporation, unless he shall have previously filed with the Secretary of the Corporation a written request that notices intended for him be mailed to some other address, in which case, it shall be mailed to the address designated in such request.

(b) Notice of any meeting need not be given to any person who may become a shareholder of record after the mailing of such notice and prior to the meeting, or to any shareholder who attends such meeting, in person or by proxy, or to any shareholder who, in person or by proxy, submits a signed waiver of notice either before or after such meeting. Notice of any adjourned meeting of shareholders need not be given, unless otherwise required by statute.

Section 5 - Quorum:

(a) Except as otherwise provided herein, or by statute, or in the Articles of Incorporation (such Articles and any amendments thereof being hereinafter collectively referred to as the “Articles of Incorporation”), at all meetings of shareholders of the Corporation, the presence at the commencement of such meetings in person or by proxy of shareholders holding of record a majority of the total number of shares of the Corporation then issued and outstanding and entitled to vote, shall be necessary and sufficient to constitute a quorum for the transaction of any business. The withdrawal of any shareholder after the commencement of a meeting shall have no effect on the existence of a quorum, after a quorum has been established at such meeting.

(b) Despite the absence of a quorum at any annual or special meeting of shareholders, the shareholders, by a majority of the votes cast by the holders of shares entitled to vote thereon, may adjourn the meeting. At any such adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting as originally called if a quorum had been present.

Section 6 - Voting:

(a) Except as otherwise provided by statute or by the Articles of Incorporation, any corporate action, other than the election of directors to be taken by vote of the shareholders, shall be authorized by a majority of votes cast at a meeting of shareholders by the holders of shares entitled to vote thereon.

(b) Except as otherwise provided by statute or by the Articles of Incorporation, at each meeting of shareholders, each holder of record of shares of the Corporation entitled to vote thereat, shall be entitled to one vote for each share registered in his name on the books of the Corporation.

(c) Each shareholder entitled to vote or to express consent or dissent without a meeting, may do so by proxy; provided, however, that the instrument authorizing such proxy to act shall have been executed in writing by the shareholder himself, or by his attorney-in- fact thereunto duly authorized in writing. No proxy shall be valid after the expiration of eleven months from the date of its execution, unless the persons executing it shall have specified therein the length of time it is to continue in force. Such instrument shall be exhibited to the Secretary at the meeting and shall be filed with the records of the Corporation.

(d) Any resolution in writing, signed by all of the shareholders entitled to vote thereon, shall be and constitute action by such shareholders to the effect therein expressed, with the same force and effect as if the same had been duly passed by unanimous vote at a duly called meeting of shareholders and such resolution so signed shall be inserted in the Minute Book of the Corporation under its proper date.

ARTICLE III - BOARD OF DIRECTORS

Section 1 - Number, Election and Term of Office:

(a) The number of the directors of the Corporation shall be ( ), unless and until otherwise determined by vote of a majority of the entire Board of Directors. The number of Directors shall not be less than three, unless all of the outstanding shares are owned beneficially and of record by less than three shareholders, in which event the number of directors shall not be less than the number of shareholders.

(b) Except as may otherwise be provided herein or in the Articles of Incorporation, the members of the Board of Directors of the Corporation, who need not be shareholders, shall be elected by a majority of the votes cast at a meeting of shareholders, by the holders of shares entitled to vote in the election.

(c) Each director shall hold office until the annual meeting of the shareholders next succeeding his election, and until his successor is elected and qualified, or until his prior death, resignation or removal.

Section 2 - Duties and Powers:

The Board of Directors shall be responsible for the control and management of the affairs, property and interests of the Corporation, and may exercise all powers of the Corporation, except as are in the Articles of Incorporation or by statute expressly conferred upon or reserved to the shareholders.

Section 3 - Annual and Regular Meetings; Notice:

(a) A regular annual meeting of the Board of Directors shall be held immediately following the annual meeting of the shareholders at the place of such annual meeting of shareholders.

(b) The Board of Directors, from time to time, may provide by resolution for the holding of other regular meetings of the Board of Directors, and may fix the time and place thereof.

(c) Notice of any regular meeting of the Board of Directors shall not be required to be given and, if given, need not specify the purpose of the meeting; provided, however, that in case the Board of Directors shall fix or change the time or place of any regular meeting, notice of such action shall be given to each director who shall not have been present at the meeting at which such action was taken within the time limited, and in the

manner set forth in paragraph (b) of Section 4 of this Article III, with respect to special meetings, unless such notice shall be waived in the manner set forth in paragraph (c) of such Section 4.

Section 4 - Special Meetings; Notice:

(a) Special meetings of the Board of Directors shall be held whenever called by the President or by one of the directors, at such time and place as may be specified in the respective notices or waivers of notice thereof.

(b) Notice of special meetings shall be mailed directly to each director, addressed to him at his residence or usual place of business, at least two (2) days before the day on which the meeting is to be held, or shall be sent to him at such place by telegram, radio or cable, or be delivered to him personally or given to him orally, not later than the day before the day on which the meeting is to be held. A notice, or waiver of notice, except as required by Section 8 of this Article III, need not specify the purpose of the meeting.

(c) Notice of any special meeting shall not be required to be given to any director who shall attend such meeting without protesting prior thereto or at its commencement, the lack of notice to him, or who submits a signed waiver of notice, whether before or after the meeting. Notice of any adjourned meeting shall not be required to be given.

Section 5 - Chairman:

At all meetings of the Board of Directors the Chairman of the Board, if any and if present, shall preside. If there shall be no Chairman, or he shall be absent, then the President shall preside, and in his absence, a Chairman chosen by the Directors shall preside.

Section 6 - Quorum and Adjournments:

(a) At all meetings of the Board of Directors, the presence of a majority of the entire Board shall be necessary and sufficient to constitute a quorum for the transaction of business, except as otherwise provided by law, by the Articles of Incorporation, or by these By-Laws.

(b) A majority of the directors present at the time and place of any regular or special meeting, although less than a quorum, may adjourn the same from time to time without notice, until a quorum shall be present.

Section 7 - Manner of Acting:

(a) At all meetings of the Board of Directors, each director present shall have one vote, irrespective of the number of shares of stock, if any, which he may hold.

(b) Except as otherwise provided by statute, by the Articles of Incorporation, or these By-Laws, the action of a majority of the directors present at any meeting at which a quorum is present shall be the act of the Board of Directors. Any action authorized in writing, by all of the directors entitled to vote thereon and filed with the minutes of the Corporation shall be the act of the Board of Directors with the same force and effect as if the same had been passed by unanimous vote at a duly called meeting of the Board.

Section 8 - Vacancies:

Any vacancy in the Board of Directors occurring by reason of an increase in the number of directors, or by reason of the death, resignation, disqualification, removal (unless a vacancy created by the removal of a director by the shareholders shall be filled by the shareholders at the meeting at which the removal was effected) or inability to act of any director, or otherwise, shall be filled for the unexpired portion of the term by a majority vote of the remaining directors, though less than a quorum, at any regular meeting or special meeting of the Board of Directors called for that purpose.

Section 9 - Resignation:

Any director may resign at any time by giving written notice to the Board of Directors, the President or the Secretary of the Corporation. Unless otherwise specified in such written notice, such resignation shall take effect upon receipt thereof by the Board of Directors or such officer, and the acceptance of such resignation shall not be necessary to make it effective.

Section 10 - Removal:

Any director may be removed with or without cause at any time by the shareholders, at a special meeting of the shareholders called for that purpose, and may be removed for cause by action of the Board.

Section 11 - Salary:

No stated salary shall be paid to directors, as such, for their services, but by resolution of the Board of Directors a fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board; provided, however, that nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity and receiving compensation therefor.

Section 12 - Contracts:

(a) No contract or other transaction between this Corporation and any other Corporation shall be impaired, affected or invalidated nor shall any director be liable in any way by reason of the fact that any one or more of the directors of this Corporation is or are interested in, or is a director or officer, or are directors or officers of such other Corporation, provided that such facts are disclosed or made known to the Board of Directors.

(b) Any director, personally and individually, may be a party to or may be interested in any contract or transaction of this Corporation, and no director shall be liable in any way by reason of such interest, provided that the fact of such interest be disclosed or made known to the Board of Directors, and provided that the Board of Directors shall authorize, approve or ratify such contract or transaction by the vote (not counting the vote of any such director) of a majority of a quorum, notwithstanding the presence of any such director at the meeting at which such action is taken. Such director or directors may be counted in determining the presence of a quorum at such meeting. This Section shall not be construed to impair or invalidate or in any way affect any contract or other transaction which would otherwise be valid under the law (common, statutory or otherwise) applicable thereto.

Section 13 - Committees:

The Board of Directors, by resolution adopted by a majority of the entire Board, may from time to time designate from among its members an executive committee and such other committees, and alternate members thereof, as they deem desirable, each consisting of three or more members, with such powers and authority (to the extent permitted by law) as may be provided in such resolution. Each such committee shall serve at the pleasure of the Board.

ARTICLE IV - OFFICERS

Section 1 - Number, Qualifications, Election and Term of Office:

(a) The officers of the Corporation shall consist of a President, a Secretary, a Treasurer, and such other officers, including a Chairman of the Board of Directors, and one or more Vice Presidents, as the Board of Directors may from time to time deem advisable. Any officer other than the Chairman of the Board of Directors may be, but is not required to be, a director of the Corporation. Any two or more offices may be held by the same person, except the offices of President and Secretary.

(b) The officers of the Corporation shall be elected by the Board of Directors at the regular annual meeting of the Board following the annual meeting of shareholders.

(c) Each officer shall hold office until the annual meeting of the Board of Directors next succeeding his election, and until his successor shall have been elected and qualified, or until his death, resignation or removal.

Section 2 - Resignation:

Any officer may resign at any time by giving written notice of such resignation to the Board of Directors, or to the President or the Secretary of the Corporation. Unless otherwise specified in such written notice, such resignation shall take effect upon receipt thereof by the Board of Directors or by such officer, and the acceptance of such resignation shall not be necessary to make it effective.

Section 3 - Removal:

Any officer may be removed, either with or without cause, and a successor elected by the Board at any time.

Section 4 - Vacancies:

A vacancy in any office by reason of death, resignation, inability to act, disqualification, or any other cause, may at any time be filled for the unexpired portion of the term by the Board of Directors.

Section 5 - Duties of Officers:

Officers of the Corporation shall, unless otherwise provided by the Board of Directors, each have such powers and duties as generally pertain to their respective offices as well as such powers and duties as may be set forth in these By-laws, or may from time to time be specifically conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Corporation.

Section 6 - Sureties and Bonds:

In case the Board of Directors shall so require, any officer, employee or agent of the Corporation shall execute to the Corporation a bond in such sum, and with such surety or sureties as the Board of Directors may direct, conditioned upon the faithful performance of his duties to the Corporation, including responsibility for negligence and for the accounting for all property, funds or securities of the Corporation which may come into his hands.

Section 7 - Shares of Other Corporations:

Whenever the Corporation is the holder of shares of any other corporation, any right or power of the Corporation as such shareholder (including the attendance, acting and voting at shareholders' meetings and execution of waivers, consents, proxies or other instruments) may be exercised on behalf of the Corporation by the President, any Vice President, or such other person as the Board of Directors may authorize.

ARTICLE V - SHARES OF STOCK

Section 1 - Certificate of Stock:

(a) The certificates representing shares of the Corporation shall be in such form as shall be adopted by the Board of Directors, and shall be numbered and registered in the order issued. They shall bear the holder's name and the number of shares, and shall be signed by (i) the Chairman of the Board or the President or a Vice President, and (ii) the Secretary or any Assistant. Secretary, and may bear the corporate seal.

(b) No certificate representing shares shall be issued until the full amount of consideration therefor has been paid, except as otherwise permitted by law.

(c) The Board of Directors may authorize the issuance of certificates for fractions of a share which shall entitle the holder to exercise voting rights, receive dividends and participate in liquidating distributions, in proportion to the fractional holdings; or it may authorize the payment in cash of the fair value of fractions of a share as of the time when those entitled to receive such fractions are determined; or it may authorize the issuance, subject to such conditions as may be permitted by law, of scrip in registered or bearer form over the signature of an officer or agent of the Corporation, exchangeable as therein provided for full shares, but such scrip shall not entitle the holder to any rights of a shareholder, except as therein provided.

Section 2 - Lost or Destroyed Certificates:

The holder of any certificate representing shares of the Corporation shall immediately notify the Corporation of any loss or destruction of the certificate representing the same. The Corporation may issue a new certificate in the place of any certificate theretofore issued by it, alleged to have been lost or destroyed. On production of such evidence of loss or destruction as the Board of Directors in its discretion may require, the Board of Directors may, in its discretion, require the owner of the lost or destroyed certificate, or his legal representatives, to give the Corporation a bond in such sum as the Board may direct, and with such surety or sureties as may be satisfactory to the Board, to indemnify the Corporation against any claims, loss, liability or damage it may suffer on account of the issuance of the new certificate. A new certificate may be issued without requiring any such evidence or bond when, in the judgment of the Board of Directors, it is proper so to do.

Section 3 - Transfers of Shares:

(a) Transfers of shares of the Corporation shall be made on the share records of the Corporation only by the holder of record thereof, in person or by his duly authorized attorney, upon surrender for cancellation of the certificate or certificates representing such shares, with an assignment or power of transfer endorsed thereon or delivered therewith, duly executed, with such proof of the authenticity of the signature and of authority to transfer and of payment of transfer taxes as the Corporation or its agents may require.

(b) The Corporation shall be entitled to treat the holder of record of any share or shares as the absolute owner thereof for all purposes and, accordingly, shall not be bound to recognize any legal, equitable or other claim to, or interest in, such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise expressly provided by law.

Section 4 - Record Date:

In lieu of closing the share records of the Corporation, the Board of Directors may fix, in advance, a date not exceeding fifty days, nor less than ten days, as the record date for the determination of shareholders entitled to receive notice of, or to vote at, any meeting of shareholders, or to consent to any proposal without a meeting, or for the purpose of determining shareholders entitled to receive payment of any dividends, or allotment of any rights, or for the purpose of any other action. If no record date is fixed, the record date for the determination of shareholders entitled to notice of or to vote at a meeting of shareholders shall be at the close of business on the day next preceding the day on which notice is given, or, if no notice is given, the day on which the meeting is held; the record date for determining shareholders for any other purpose shall be at the close of business on the day on which the resolution of the directors relating thereto is adopted. When a determination of shareholders of record entitled to notice of or to vote at any meeting of shareholders has been made as provided for herein, such determination shall apply to any adjournment thereof, unless the directors fix a new record date for the adjourned meeting.

ARTICLE VI - DIVIDENDS

Subject to applicable law, dividends may be declared and paid out of any funds available therefor, as often, in such amounts, and at such time or times as the Board of Directors may determine.

ARTICLE VII - FISCAL YEAR

The fiscal year of the Corporation shall be fixed by the Board of Directors from time to time, subject to applicable law.

ARTICLE VIII - CORPORATE SEAL

The corporate seal, if any, shall be in such form as shall be approved from time to time by the Board of Directors.

ARTICLE IX - AMENDMENTS

Section 1 - By Shareholders:

All by-laws of the Corporation shall be subject to alteration or repeal, and new by-laws may be made, by a majority vote of the shareholders at the time entitled to vote in the election of directors.

Section 2 - By Directors:

The Board of Directors shall have power to make, adopt, alter, amend and repeal, from time to time, by-laws of the Corporation; provided, however, that the shareholders entitled to vote with respect thereto as in this Article IX above-provided may alter, amend or repeal by-laws made by the Board of Directors, except that the Board of Directors have no power to change the quorum for meetings of shareholders or of the Board of Directors, or to change any provisions of the by-laws with respect to the removal of directors or the filling of vacancies in the Board resulting from the removal by the shareholders. If any by-law regulating an impending election of directors is adopted, amended or repealed by the Board of Directors, there shall be set forth in the notice of the next meeting of shareholders for the election of directors, the by-law so adopted, amended or repealed, together with a concise statement of the changes made.

The undersigned Incorporator certifies the foregoing by-laws have been adopted as the first by-laws of the Corporation, in accordance with the requirements of the Corporation Law.

Date: June 14, 1995

/s/ A. Read Lewin, M.D.
A. Read Lewin, M.D.
Corporate Secretary

[SEAL]

Exhibit 3.37

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:41 PM 05/27/2008
FILED 04:41 PM 05/27/2008
SRV 080603170 - 4380659 FILE

CERTIFICATE OF CONVERSION
FROM A LIMITED LIABILITY COMPANY TO
A CORPORATION
(Pursuant to Section 265 of the Delaware General Corporation Law)

BAYSIDE MARIN, LLC (hereinafter called the "company"), a limited liability company organized and existing under and by virtue of the Limited Liability Company Act of the State of Delaware, does hereby certify:

1. The Limited Liability Company is formed under the jurisdiction of the State of Delaware.

2. The name of the Limited Liability Company immediately prior to the filing of this Certificate is **Bayside Marin, LLC**

3. The date the Limited Liability Company was first formed is **June 28, 2007**

4. The name of the corporation as set forth in the Certificate of Incorporation is **Bayside Marin, Inc**.

Date: 5/14/08

/s/ Pamela B. Burke
By: **Pamela B. Burke**
(Name, Authorized Person)

Delaware Limited Liability Company Conversion to Corporation 11/00.1

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:41 PM 05/27/2008
FILED 04:41 PM 05/27/2008
SRV 080603170 - 4380659 FILE

CERTIFICATE OF INCORPORATION

OF

BAYSIDE MARIN, INC.

The undersigned, for the purposes of forming a corporation under the laws of the State of Delaware, do make, file and record this Certificate, and do certify that:

FIRST: The name of this corporation is **BAYSIDE MARIN, INC**.

SECOND: Its Registered Office in the State of Delaware is to be located at 160 Greentree Drive, Suite 101, in the City of Dover, County of Kent, 19904. The Registered Agent in charge thereof is National Registered Agents, Inc.

THIRD: The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of Delaware.

FOURTH: The amount of the total authorized capital stock of the corporation is 100, each with a par value of $0.001 and classified as Common stock.

FIFTH: No holder of any of the shares of the corporation shall, as such holder, have any right to purchase or subscribe for any shares of any class which the corporation may issue or sell, whether or not such shares are exchangeable for any shares of the corporation of any other class or classes, and whether such shares are issued out of the number of shares authorized by the Certificate of Incorporation of the corporation as originally filed, or by any amendment thereof, or out of shares of the corporation acquired by it after the issue thereof; nor shall any holder of any of the shares of the corporation, as such holder, have any right to purchase or subscribe for any obligations which the corporation may issue or sell that shall be convertible into, or exchangeable for, any shares of the corporation of any class or classes, or to which shall be attached or shall appertain to any warrant or warrants or other instrument or instruments that shall confer upon the holder thereof the right to subscribe for, or purchase from the corporation any shares of any class or classes.

SIXTH: The name and mailing address of the incorporator are as follows:

NAME	MAILING ADDRESS
Pamela B. Burke	CRC Health Group, Inc. 20400 Stevens Creek Blvd., Ste. 600 Cupertino, CA 95014

SEVENTH: The duration of the corporation shall be perpetual.

EIGHTH: When a compromise or arrangement is proposed between the corporation and its creditors or any class of them or between the corporation and its shareholders or any class of

them, a court of equity jurisdiction within the state, on application of the corporation or of a creditor or shareholder thereof, or on application of a receiver appointed for the corporation pursuant to the provisions of Section 291 of Title 8 of the Delaware Code or on application of trustees in dissolution or of any receiver or receivers appointed for the corporation pursuant to provisions of Section 279 of Title 8 of the Delaware Code may order a meeting of the creditors or class of creditors or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or reorganization, to be summoned in such manner as the court directs. If a majority in number representing 3/4 in value of the creditors or class of creditors, or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or a reorganization, agree to a compromise or arrangement or a reorganization of the corporation as a consequence of the compromise or arrangement, the compromise or arrangement and the reorganization, if sanctioned by the court to which the application has been made, shall be binding on all the creditors or class of creditors, or on all the shareholders or class of shareholders and also on the corporation.

NINTH: The personal liability of all of the directors of the corporation is hereby eliminated to the fullest extent allowed as provided by the Delaware General Corporation Law, as the same may be supplemented and amended.

TENTH: The corporation shall, to the fullest extent legally permissible under the provisions of the Delaware General Corporation Law, as the same may be amended and supplemented, indemnify and hold harmless any and all persons whom it shall have power to indemnify under said provisions from and against any and all liabilities (including expenses) imposed upon or reasonably incurred by him in connection with any action, suit or other proceeding in which he may be involved or with which he may be threatened, or other matters referred to in or covered by said provisions both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director or officer of the corporation. Such indemnification provided shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any Bylaw, Agreement or Resolution adopted by the shareholders entitled to vote thereon after notice.

Dated on this 14th day of May, 2008.

/s/ Pamela B. Burke

Pamela B. Burke, Incorporator

Exhibit 3.38

BYLAWS

OF

BAYSIDE MARIN, INC.

INCORPORATED UNDER THE LAWS
OF THE
STATE OF DELAWARE
ON

MAY 27, 2008

TABLE OF CONTENTS

TABLE OF CONTENTS
(continued)

BYLAWS

OF

BAYSIDE MARIN, INC.

ARTICLE I
Stockholders

SECTION 1. Annual Meeting. The annual meeting of the stockholders of the Corporation shall be held on such date, at such time and at such place within or without the State of Delaware as may be designated by the Board of Directors, for the purpose of electing Directors and for the transaction of such other business as may be properly brought before the meeting. The Board of Directors may determine that an annual meeting shall not be held at any place, but shall instead be held solely by means of remote communication.

SECTION 2. Special Meetings. Except as otherwise provided in the Certificate of Incorporation, a special meeting of stockholders of the Corporation may be called at any time by the Board of Directors or the President. Any special meeting of the stockholders shall be held on such date, at such time and at such place within or without the State of Delaware as the Board of Directors or the officer calling the meeting may designate. At a special meeting of the stockholders, no business shall be transacted and no corporate action shall be taken other than that stated in the notice of the meeting unless all of the stockholders are present in person or by proxy, in which case any and all business may be transacted at the meeting even though the meeting is held without notice.

SECTION 3. Notice of Meetings. Except as otherwise provided by law, by the Certificate of Incorporation or these Bylaws, a written notice of each meeting of the stockholders shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting to each stockholder of the Corporation entitled to vote at such meeting at the stockholder's address as it appears on the records of the Corporation or by form of electronic transmission to which the stockholder has consented. The notice shall state the place, date and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called.

SECTION 4. Quorum. At any meeting of stockholders, the holders of a majority in number of the total outstanding shares of stock of the Corporation entitled to vote at such meeting, present in person or represented by proxy, shall constitute a quorum of the stockholders for all purposes, unless the representation of a larger number of shares shall be required by law, by the Certificate of Incorporation or by these Bylaws, in which case the representation of the number of shares so required shall constitute a quorum; provided that at any meeting of stockholders at which the holders of any class of stock of the Corporation shall be entitled to vote separately as a class, the holders of a majority in number of the total outstanding shares of such class, present in person or represented by proxy, shall constitute a quorum for purposes of such class vote unless the representation of a larger number of shares of such class shall be required by law, by the Certificate of Incorporation or by these Bylaws.

SECTION 5. Adjourned Meetings. Whether or not a quorum shall be present in person or represented at any meeting of stockholders, the holders of a majority in number of the shares of stock of the Corporation present in person or represented by proxy and entitled to vote at such meeting may adjourn such meeting from time to time; provided, however, that if the holders of any class of stock of the Corporation are entitled to vote separately as a class upon any matter at such meeting, any adjournment of the meeting in respect of action by such class upon such matter shall be determined by the holders of a majority of the shares of such class present in person or represented by proxy and entitled to vote at such meeting. When a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and the place, if any, thereof, are announced at the meeting at which the adjournment is taken. At the adjourned meeting the stockholders or the holder of any class of stock entitled to vote separately as a class, as the case may be, may transact any business which might have been transacted by them at the original meeting. If the adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the adjourned meeting.

SECTION 6. Organization. The President or, in the absence of the Chairman of the Board, a Vice President shall call all meetings of the stockholders to order, and shall act as Chairman of such meetings. In the absence of the President and all of the Vice Presidents, the holders of a majority in number of the shares of stock of the Corporation present in person or represented by proxy and entitled to vote at the meeting shall elect a Chairman.

The Secretary of the Corporation shall act as Secretary of all meetings of the stockholders; but in the absence of the Secretary, the President may appoint any person to act as Secretary of the meeting. It shall be the duty of the Secretary to prepare and make, at least ten days before every meeting of stockholders, a complete list of stockholders entitled to vote at such meeting, arranged in alphabetical order and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting for a period of at least 10 days prior to the meeting, during ordinary business hours, at the principal place of business of the Corporation, and shall be produced and kept at the time and place of the meeting during the whole time thereof, and subject to the inspection of any stockholder who may be present.

SECTION 7. Voting. Except as otherwise provided by law or by the Certificate of Incorporation, each stockholder shall be entitled to one vote for each share of the capital stock of the Corporation registered in the name of such stockholder upon the books of the Corporation. Each stockholder entitled to vote at a meeting of stockholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for him or her by proxy, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. When

directed by the presiding officer or upon the demand of any stockholder, the vote upon any matter before a meeting of stockholders shall be by ballot. Except as otherwise provided by law or by the Certificate of Incorporation, Directors shall be elected by a plurality of the votes cast at a meeting of stockholders by the stockholders entitled to vote in the election and, whenever any corporate action, other than the election of Directors is to be taken, it shall be authorized by a majority of the votes cast at a meeting of stockholders by the stockholders entitled to vote thereon.

Shares of the capital stock of the Corporation belonging to the Corporation or to another corporation, if a majority of the shares entitled to vote in the election of directors of such other corporation is held, directly or indirectly, by the Corporation, shall neither be entitled to vote nor be counted for quorum purposes.

SECTION 8. Inspectors. When required by law or directed by the presiding officer or upon the demand of any stockholder entitled to vote, but not otherwise, the polls shall be opened and closed, the proxies and ballots shall be received and taken in charge, and all questions touching the qualification of voters, the validity of proxies and the acceptance or rejection of votes shall be decided at any meeting of stockholders by two or more Inspectors who may be appointed by the Board of Directors before the meeting, or if not so appointed, shall be appointed by the presiding officer at the meeting. If any person so appointed fails to appear or act, the vacancy may be filled by appointment in like manner.

SECTION 9. Consent of Stockholders in Lieu of Meeting. Unless otherwise provided in the Certificate of Incorporation, any action required to be taken or which may be taken at any annual or special meeting of stockholders of the Corporation, may be taken without a meeting, without prior notice and without a vote, if a consent in writing (which may be a telegram, cablegram or other electronic transmission), setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. To be written, signed and dated for the purpose of these Bylaws, a telegram, cablegram or other electronic transmission shall set forth or be delivered with information from which the Corporation can determine (i) that it was transmitted by a stockholder or proxy holder or a person authorized to act for a stockholder or proxy holder and (ii) the date on which it was transmitted, such date being deemed the date on which the consent was signed. Prompt notice of the taking of any corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

ARTICLE II
Board of Directors

SECTION 1. Number and Term of Office. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, none of whom need be stockholders of the Corporation. The number of Directors constituting the Board of Directors shall be fixed from time to time by resolution passed by a majority of the Board of Directors. The Directors shall, except as hereinafter otherwise provided for filling vacancies, be elected at the annual meeting of stockholders, and shall hold office until their respective successors are elected and qualified or until their earlier resignation or removal.

SECTION 2. Removal, Vacancies and Additional Directors. The stockholders may, at any special meeting the notice of which shall state that it is called for that purpose, remove, with or without cause, any Director and fill the vacancy; provided that whenever any Director shall have been elected by the holders of any class of stock of the Corporation voting separately as a class under the provisions of the Certificate of Incorporation, such Director may be removed and the vacancy filled only by the holders of that class of stock voting separately as a class. Vacancies caused by any such removal and not filled by the stockholders at the meeting at which such removal shall have been made, or any vacancy caused by the death or resignation of any Director or for any other reason, and any newly created directorship resulting from any increase in the authorized number of Directors, may be filled by the affirmative vote of a majority of the Directors then in office, although less than a quorum, and any Director so elected to fill any such vacancy or newly created directorship shall hold office until his or her successor is elected and qualified or until his or her earlier resignation or removal.

When one or more Directors shall resign effective at a future date, a majority of the Directors then in office, including those who have so resigned, shall have power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective, and each Director so chosen shall hold office as herein provided in connection with the filling of other vacancies.

SECTION 3. Place of Meeting. The Board of Directors may hold its meetings in such place or places in the State of Delaware or outside the State of Delaware as the Board from time to time shall determine.

SECTION 4. Regular Meetings. Regular meetings of the Board of Directors shall be held at such times and places as the Board from time to time by resolution shall determine. No notice shall be required for any regular meeting of the Board of Directors; but a copy of every resolution fixing or changing the time or place of regular meetings shall be sent by mail or by telecopy, telegram, cablegram or other electronic transmission to every Director at least two days before the first meeting held in pursuance thereof.

SECTION 5. Special Meetings. Special meetings of the Board of Directors shall be held whenever called by direction of the President or by any two of the Directors then in office.

Notice of the day, hour and place of holding of each special meeting shall be given by mailing the same at least two days before the meeting or by causing the same to be transmitted by telephone, telecopy, telegram, cablegram or other electronic transmission at least two days before the meeting to each Director. Unless otherwise indicated in the notice thereof, any and all business may be transacted at any special meeting.

SECTION 6. Quorum. Subject to the provisions of Section 2 of this Article II, a majority of the members of the Board of Directors in office (but in no case less than one-third of the total number of Directors nor less than two Directors) shall constitute a quorum for the transaction of business and the vote of the majority of the Directors present at any meeting of the Board of Directors at which a quorum is present shall be the act of the Board of Directors. If at any meeting of the Board there is less than a quorum present, a majority of those present may adjourn the meeting from time to time.

SECTION 7. Organization. The President shall preside at all meetings of the Board of Directors. In the absence of the President, a Chairman shall be elected from the Directors present. The Secretary of the Corporation shall act as Secretary of all meetings of the Directors. In the absence of the Secretary, the Chairman may appoint any person to act as Secretary of the meeting.

SECTION 8. Committees. The Board of Directors may designate one or more committees, each committee to consist of one or more of the Directors of the Corporation. The Board may designate one or more Directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the Board, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and the affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to (i) approving or adopting, or recommending to the stockholders, any action or matter expressly required by law to be submitted to stockholders for approval, or (ii) adopting, amending or repealing these Bylaws.

SECTION 9. Conference Telephone Meetings. Unless otherwise restricted by the Certificate of Incorporation or by these Bylaws, the members of the Board of Directors or any committee designated by the Board, may participate in a meeting of the Board or such committee, as the case may be, by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and such participation shall constitute presence in person at such meeting.

SECTION 10. Consent of Directors or Committee in Lieu of Meeting. Unless otherwise restricted by the Certificate of Incorporation or by these Bylaws, any action required or permitted to be taken at any meeting of the Board, or of any committee thereof, may be taken without a meeting if all members of the Board or committee, as the case may be, consent thereto in writing or by electronic transmission and the writing or writings, or electronic transmission or transmissions are filed with the minutes of proceedings of the Board or committee, as the case may be.

ARTICLE III
Officers

SECTION 1. Officers. The officers of the Corporation shall be a President and Secretary, and such additional officers, if any, as shall be elected by the Board of Directors pursuant to the provisions of Section 6 of this Article III. The President and the Secretary shall be elected by the Board of Directors at its first meeting after each annual meeting of the stockholders. Each officer shall hold office until his or her successor is elected and qualified or until his or her earlier resignation or removal. Any officer may resign at any time upon written notice to the Corporation. Officers may, but need not, be Directors. Unless the Certificate of Incorporation otherwise provides, any number of offices may be held by the same person.

All officers, agents and employees shall be subject to removal, with or without cause, at any time by the Board of Directors. The removal of an officer without cause shall be without prejudice to his or her contract rights, if any. The election or appointment of an officer shall not of itself create contract rights.

Any vacancy caused by the death, resignation or removal of any officer, or otherwise, may be filled by the Board of Directors, and any officer so elected shall hold office at the pleasure of the Board of Directors.

In addition to the powers and duties of the officers of the Corporation as set forth in these Bylaws, the officers shall have such authority and shall perform such duties as from time to time may be determined by the Board of Directors.

SECTION 2. Powers and Duties of the President. The President shall be the chief executive officer of the Corporation (unless the Board of Directors appoints a separate Chief Executive Officer) and, subject to the control of the Board of Directors, shall have general charge and control of all its business and affairs and shall have all powers and shall perform all duties incident to the office of President. The President shall preside at all meetings of the stockholders and at all meetings of the Board of Directors and shall have such other powers and perform such other duties as may from time to time be assigned by these Bylaws or by the Board of Directors.

SECTION 3. Powers and Duties of the Vice Presidents. Each Vice President, if any, shall have all powers and shall perform all duties incident to the office of Vice President and shall have such other powers and perform such other duties as may from time to time be assigned by these Bylaws or by the Board of Directors or the President.

SECTION 4. Powers and Duties of the Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the stockholders in books provided for that purpose. The Secretary shall attend to the giving or serving of all notices of the Corporation; shall have custody of the corporate seal of the Corporation and shall affix the same to such documents and other papers as the Board of Directors or the President shall authorize and direct; shall have charge of the stock certificate

books, transfer books and stock ledgers and such other books and papers as the Board of Directors or the President shall direct, all of which shall at all reasonable times be open to the examination of any Director, upon application, at the office of the Corporation during business hours. The Secretary shall also perform the duties and have the powers of the Treasurer unless and until the Board of Directors appoints a Treasurer. The Secretary shall have all powers and shall perform all duties incident to the office of Secretary and shall also have such other powers and shall perform such other duties as may from time to time be assigned by these Bylaws or by the Board of Directors or the President.

SECTION 5. Powers and Duties of the Treasurer. The Treasurer, if any, shall have custody of, and when proper shall pay out, disburse or otherwise dispose of, all funds and securities of the Corporation. The Treasurer may endorse on behalf of the Corporation for collection checks, notes and other obligations and shall deposit the same to the credit of the Corporation in such bank or banks or depositary or depositaries as the Board of Directors may designate; shall sign all receipts and vouchers for payments made to the Corporation; shall enter or cause to be entered regularly in the books of the Corporation kept for the purpose full and accurate accounts of all moneys received or paid or otherwise disposed of and whenever required by the Board of Directors or the President shall render statements of such accounts. The Treasurer shall, at all reasonable times, exhibit the books and accounts to any Director of the Corporation upon application at the office of the Corporation during business hours; and shall have all powers and shall perform all duties incident of the office of Treasurer and shall also have such other powers and shall perform such other duties as may from time to time be assigned by these Bylaws or by the Board of Directors or the President.

SECTION 6. Additional Officers. The Board of Directors may from time to time elect such other officers (who may but need not be Directors), including a Chairman of the Board, Chief Executive Officer (separate from the President), Chief Financial Officer, one or more Vice Presidents, a Controller, Assistant Secretaries, Assistant Treasurers and Assistant Controllers, as the Board may deem advisable and such officers shall have such authority and shall perform such duties as may from time to time be assigned by the Board of Directors or the President.

The Board of Directors may from time to time by resolution delegate to any Assistant Secretary or Assistant Secretaries any of the powers or duties herein assigned to the Secretary; and may similarly delegate to any Assistant Treasurer or Assistant Treasurers any of the powers or duties herein assigned to the Treasurer.

SECTION 7. Giving of Bond by Officers. All officers of the Corporation, if required to do so by the Board of Directors, shall furnish bonds to the Corporation for the faithful performance of their duties, in such amounts and with such conditions and security as the Board shall require.

SECTION 8. Voting Upon Stocks. Unless otherwise ordered by the Board of Directors, the President or any Vice President shall have full power and authority on behalf of the Corporation to attend and to act and to vote, or in the name of the Corporation to execute proxies to vote, at any meeting of stockholders of any corporation in which the Corporation

may hold stock, and at any such meeting shall possess and may exercise, in person or by proxy, any and all rights, powers and privileges incident to the ownership of such stock. The Board of Directors may from time to time, by resolution, confer like powers upon any other person or persons.

SECTION 9. Compensation of Officers. The officers of the Corporation shall be entitled to receive such compensation for their services as shall from time to time be determined by the Board of Directors.

ARTICLE IV
Indemnification of Directors and Officers

SECTION 1. Nature of Indemnity. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that the person is or was or has agreed to become a Director or officer of the Corporation, or is or was serving or has agreed to serve at the request of the Corporation as a Director or officer of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, or by reason of any action alleged to have been taken or omitted in such capacity, and may indemnify any person who was or is a party or is threatened to be made a party to such an action, suit or proceeding by reason of the fact that he or she is or was or has agreed to become an employee or agent of the Corporation, or is or was serving or has agreed to serve at the request of the Corporation as an employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person or on his or her behalf in connection with such action, suit or proceeding and any appeal therefrom, if the person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful; except that in the case of an action or suit by or in the right of the Corporation to procure a judgment in its favor (1) such indemnification shall be limited to expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit, and (2) no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Delaware Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Delaware Court of Chancery or such other court shall deem proper.

The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

SECTION 2. Successful Defense. To the extent that a present or former Director, officer, employee or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 1 of this Article IV or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

SECTION 3. Determination that Indemnification is Proper. Any indemnification of a present or former Director or officer of the Corporation under Section 1 of this Article IV (unless ordered by a court), both as to action in his or her official capacity and as to action in another capacity while holding such office, shall be made by the Corporation unless a determination is made that indemnification of the person is not proper in the circumstances because he or she has not met the applicable standard of conduct set forth in Section 1. Any indemnification of a present or former employee or agent of the Corporation under Section 1 (unless ordered by a court) may be made by the Corporation upon a determination that indemnification of the employee or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Section 1. Any such determination shall be made with respect to a person who is a Director or officer at the time of the determination (1) by a majority vote of the Directors who are not parties to such action, suit or proceeding, even though less than a quorum, or (2) by a committee of such Directors designated by majority vote of such Directors, even though less than a quorum, or (3) if there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion, or (4) by the stockholders.

SECTION 4. Advance Payment of Expenses. Unless the Board of Directors otherwise determines in a specific case, expenses (including attorney's fees) incurred by a person who is a Director or officer at the time in defending a civil or criminal administrative or investigative action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the Director or officer to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Corporation as authorized in this Article IV. Such expenses (including attorney's fees) incurred by former Directors and officers or other employees and agents may be so paid upon such terms and conditions, if any, as the Board of Directors deems appropriate. The Board of Directors may authorize the Corporation's legal counsel to represent such Director, officer, employee or agent in any action, suit or proceeding, whether or not the Corporation is a party to such action, suit or proceeding.

SECTION 5. Survival: Preservation of Other Rights. The foregoing indemnification provisions shall be deemed to be a contract between the Corporation and each Director, officer, employee and agent who serves in any such capacity at any time while these provisions as well as the relevant provisions of the Delaware General Corporation Law are in effect and any repeal or modification thereof shall not affect any right or obligation then

existing with respect to any state of facts then or previously existing or any action, suit, or proceeding previously or thereafter brought or threatened based in whole or in part upon any such state of facts. Such a contract right may not be modified retroactively without the consent of such Director, officer, employee or agent.

The rights to indemnification and advancement of expenses provided by this Article IV shall not be deemed exclusive of any other rights to which a person seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, insurance policy, vote of stockholders or disinterested Directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person. The Corporation may enter into an agreement with any of its Directors, officers, employees or agents providing for indemnification and advancement of expenses, including attorneys fees, that may change, enhance, qualify or limit any right to indemnification or advancement of expenses created by this Article IV.

SECTION 6. Severability. If this Article IV or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify each present and former Director or officer and may indemnify each employee or agent of the Corporation as to costs, charges and expenses (including attorneys' fees), judgment, fines and amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative, including an action by or in the right of the Corporation, to the fullest extent permitted by any applicable portion of this Article IV that shall not have been invalidated and to the fullest extent permitted by applicable law.

SECTION 7. Subrogation. In the event of payment of indemnification to a person described in Section 1 of this Article IV, the Corporation shall be subrogated to the extent of such payment to any right of recovery such person may have and such person, as a condition of receiving indemnification from the Corporation, shall execute all documents and do all things that the Corporation may deem necessary or desirable to perfect such right of recovery, including the execution of such documents necessary to enable the Corporation effectively to enforce any such recovery.

SECTION 8. No Duplication of Payments. The Corporation shall not be liable under this Article IV to make any payment in connection with any claim made against a person described in Section 1 of this Article IV to the extent such person has otherwise received payment (under any insurance policy, Bylaw, agreement or otherwise) of the amounts otherwise payable as indemnity hereunder.

ARTICLE V
Stock-Seal-Fiscal Year

SECTION 1. Certificates For Shares of Stock. The shares of the Corporation shall be represented by certificates unless the Board of Directors provides, by resolution, that

some or all of any or all classes or series of stock shall be uncertificated shares. The Certificates for shares of stock of the Corporation shall be in such form, not inconsistent with the Certificate of Incorporation, as shall be approved by the Board of Directors. All certificates shall be signed by the Chairman or Vice Chairman of the Board, if any, President or a Vice President and by the Secretary or an Assistant Secretary or the Treasurer or an Assistant Treasurer, and shall not be valid unless so signed.

In case any officer or officers who shall have signed any such certificate or certificates shall cease to be such officer or officers of the Corporation, whether because of death, resignation, removal or otherwise, before such certificate or certificates shall have been delivered by the Corporation, such certificate or certificates may nevertheless be issued and delivered as though the person or persons who signed such certificate or certificates had not ceased to be such officer or officers of the Corporation.

All certificates for shares of stock shall be consecutively numbered as the same are issued. The name of the person owning the shares represented thereby with the number of such shares and the date of issue thereof shall be entered on the books of the Corporation.

Except as hereinafter provided, all certificates surrendered to the Corporation for transfer shall be canceled, and no new certificates shall be issued until former certificates for the same number of shares have been surrendered and canceled.

SECTION 2. Lost, Stolen or Destroyed Certificates. Whenever a person owning a certificate for shares of stock of the Corporation alleges that it has been lost, stolen or destroyed, he or she shall file in the office of the Corporation an affidavit setting forth, to the best of his or her knowledge and belief, the time, place and circumstances of the loss, theft or destruction, and, if required by the Corporation, a bond of indemnity or other indemnification sufficient in the opinion of the Corporation to indemnify the Corporation and its agents against any claim that may be made against it or them on account of the alleged loss, theft or destruction of any such certificate or the issuance of a new certificate in replacement therefor. Thereupon the Corporation may cause to be issued to such person a new certificate in replacement for the certificate alleged to have been lost, stolen or destroyed. Upon the stub of every new certificate so issued shall be noted the fact of such issue and the number, date and the name of the registered owner of the lost, stolen or destroyed certificate in lieu of which the new certificate is issued.

SECTION 3. Transfer of Shares. Shares of stock of the Corporation shall be transferred on the books of the Corporation by the holder thereof, in person or by his or her attorney duly authorized in writing, upon surrender and cancellation of certificates for the number of shares of stock to be transferred, except as provided in Section 2 of this Article V.

SECTION 4. Regulations. The Board of Directors shall have power and authority to make such rules and regulations as it may deem expedient concerning the issue, transfer and registration of certificates for shares of stock of the Corporation.

SECTION 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting or to receive payment of any dividend or other distribution or allotment of any rights, or to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, as the case may be, the Board of Directors may fix, in advance, a record date, which shall not be (i) more than sixty (60) nor less than ten (10) days before the date of such meeting, or (ii) in the case of corporate action to be taken by consent in writing without a meeting, prior to, or more than ten (10) days after, the date upon which the resolution fixing the record date is adopted by the Board of Directors, or (iii) more than sixty (60) days prior to any other action.

If no record date is fixed, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held; the record date for determining stockholders entitled to express consent to corporate action in writing without a meeting, when no prior action by the Board of Directors is necessary, shall be the day on which the first written consent is delivered to the Corporation; and the record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

SECTION 6. Dividends. Subject to the provisions of the Certificate of Incorporation, the Board of Directors shall have power to declare and pay dividends upon shares of stock of the Corporation, but only out of funds available for the payment of dividends as provided by law.

Subject to the provisions of the Certificate of Incorporation, any dividends declared upon the stock of the Corporation shall be payable on such date or dates as the Board of Directors shall determine. If the date fixed for the payment of any dividend shall in any year fall upon a legal holiday, then the dividend payable on such date shall be paid on the next day not a legal holiday.

SECTION 7. Corporate Seal. The Board of Directors may provide a suitable seal, containing the name of the Corporation, which seal, if any, shall be kept in the custody of the Secretary. A duplicate of the seal may be kept and be used by the President or any other officer of the Corporation designated by the Board of Directors.

SECTION 8. Fiscal Year. The fiscal year of the Corporation shall be such fiscal year as the Board of Directors from time to time by resolution shall determine.

ARTICLE VI
Miscellaneous Provisions

SECTION 1. Checks, Notes, Etc. All checks, drafts, bills of exchange, acceptances, notes or other obligations or orders for the payment of money shall be signed and, if so required by the Board of Directors, countersigned by such officers of the Corporation and/or other persons as the Board of Directors from time to time shall designate.

Checks, drafts, bills of exchange, acceptances, notes, obligations and orders for the payment of money made payable to the Corporation may be endorsed for deposit to the credit of the Corporation with a duly authorized depository by the Treasurer and/or such other officers or persons as the Board of Directors from time to time may designate.

SECTION 2. Loans. No loans and no renewals of any loans shall be contracted on behalf of the Corporation except as authorized by the Board of Directors. When authorized to do so, any officer or agent of the Corporation may effect loans and advances for the Corporation from any bank, trust company or other institution or from any firm, corporation or individual, and for such loans and advances may make, execute and deliver promissory notes, bonds or other evidences of indebtedness of the Corporation. When authorized so to do, any officer or agent of the Corporation may pledge, hypothecate or transfer, as security for the payment of any and all loans, advances, indebtedness and liabilities of the Corporation, any and all stocks, securities and other personal property at any time held by the Corporation, and to that end may endorse, assign and deliver the same. Such authority may be general or confined to specific instances.

SECTION 3. Contracts. Except as otherwise provided by law or in these Bylaws or as otherwise directed by the Board of Directors, the President or any Vice President shall be authorized to execute and deliver, in the name and on behalf of the Corporation, all agreements, bonds, contracts, deeds, mortgages, and other instruments, either for the Corporation’s own account or in a fiduciary or other capacity, and the seal of the Corporation, if appropriate, shall be affixed thereto by any of such officers or the Secretary or an Assistant Secretary. The Board of Directors, the President or any Vice President designated by the Board of Directors may authorize any other officer, employee or agent to execute and deliver, in the name and on behalf of the Corporation, agreements, bonds, contracts, deeds, mortgages, and other instruments, either for the Corporation’s own account or in a fiduciary or other capacity, and, if appropriate, to affix the seal of the Corporation thereto. The grant of such authority by the Board or any such officer may be general or confined to specific instances.

SECTION 4. Waivers of Notice. Whenever any notice whatever is required to be given by law, by the Certificate of Incorporation or by these Bylaws to any person or persons, a waiver thereof in writing, signed by the person entitled to the notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

SECTION 5. Offices Outside of Delaware. Except as otherwise required by the laws of the State of Delaware, the Corporation may have an office or offices and keep its books, documents and papers outside of the State of Delaware at such place or places as from time to time may be determined by the Board of Directors or the President.

ARTICLE VII
Amendments

These Bylaws and any amendment thereof may be altered, amended or repealed, or new Bylaws may be adopted, by the Board of Directors; but these Bylaws and any amendment thereof may be altered, amended or repealed or new Bylaws may be adopted by the holders of a majority of the outstanding stock of the Corporation entitled to vote at any annual meeting or at any special meeting, provided, in the case of any special meeting, that notice of such proposed alteration, amendment, repeal or adoption is included in the notice of the meeting.

CERTIFICATE OF ADOPTION
OF
BYLAWS
OF
BAYSIDE MARIN, INC.

This is to certify:

That I am the duly elected, qualified and acting Secretary of Bayside Marin, Inc. (the "Corporation") and the attached Bylaws were adopted as the Bylaws of the Corporation on May , 2008, by the Unanimous Written Consent of the Board of Directors.

Dated effective the day of May, 2008.

/s/ Pamela B. Burke
Pamela B. Burke, Secretary

(Seal)

State of West Virginia

Certificate

I, Natalie E. Tennant, Secretary of State of the State of West Virginia, hereby certify that

BECKLEY TREATMENT CENTER, INC.
(A West Virginia Corporation)

filed an application for Conversion in my office as required by the provisions of the West Virginia Code and was found to conform to law.

Therefore, I issue this

CERTIFICATE OF CONVERSION

converting the incorporation to

BECKLEY TREATMENT CENTER, LLC
(a West Virginia Limited Liability Company)

Given under my hand and the Great Seal of the State of West Virginia on

September 30, 2009

Natalie E. Tennant

Secretary of State

(K)

Natalie E. Tennant
Secretary of State
State Capitol Bldg.
1900 Kanawha Blvd. East
Charleston, WV 25305

www.wvsos.com

Penney Barker, Manager
Corporations Division
Tel: (304) 558-8000
Fax: (304) 558-8381
Hrs - 8:30-5:00pm

business@wvsos.com

WEST VIRGINIA

STATEMENT OF CONVERSION

FEE: $25

of a domestic corporation to a domestic limited liability company

(form to accompany the articles of organization)

In accordance with §31D-11-1109 of the Code of West Virginia, the undersigned organization adopts the following Articles of Conversion.

(Check appropriate boxes and complete each line of the application)

1. ☑ The corporation was converted to a limited liability company

2. The name of the corporation that converted to a limited liability company, and if it has been changed, the name under which it was originally incorporated is:
BECKLEY TREATMENT CENTER, INC.

3. The date of filing of its original articles of incorporation with the West Virginia Secretary of State's Office is: June 11, 2001 .

4. The name of the limited liability company into which the corporation shall be converted is:
BECKLEY TREATMENT CENTER, LLC

5. The following statement must be checked before the Secretary of State can approve the conversion.

   ☑ The conversion has been approved in accordance with the provisions of West Virginia Code §31D-11-1109. (see below)

31D-11-1109 (b) The Board of Directors of the corporation which desires to convert under this section shall adopt a plan of conversion approving the conversion and recommending the approval of the conversion by the shareholders of the corporation. Such resolution shall be submitted to the shareholders of the corporation at an annual or special meeting. The corporation must notify each shareholder, whether or not entitled to vote of the meeting of shareholders at which the plan of conversion is to be submitted for approval. At the meeting, t he plan of conversion shall be considered and a vote taken for its adoption or rejection. Approval of the plan of conversion requires the approval of all of the shareholders, whether or not entitled to vote.

6. The requested effective date is: ☐ the date and time of filing
   [Requested date may not be earlier than filing nor later than 90 days after filing.] ☑ the following date: SEPTEMBER 30, 2009

7. Contact name and number of person to reach in case of problem with filing: (optional, however, listing one may help to avoid a return or rejection of filing if there appears to be a problem with the document)

   Name: NATHANIEL WEINER Phone: 408-367-0045

FILED

8. Signature of person executing document:

   Signature

   SECRETARY SEP 2 0
   Capacity in which he/she is signing
   (Example: member, manager, etc.)

IN THE OFFICE OF SECRETARY OF STATE

Form CD-10 Issued by the WV Secretary of State Revised 2009

Natalie E. Tennant
Secretary of State
State Capitol Building
1900 Kanawha Blvd. East
Charleston, WV 25305-0770

Penney Barker, Manager
Corporations Division
Tel: (304) 558-8000
Fax: (304) 558-8381
Hours: 8:30 a.m. - 5:00 p.m. ET

WEST VIRGINIA
ARTICLES OF ORGANIZATION
OF LIMITED LIABILITY COMPANY

Control #_____

We, acting as organizers according to West Virginia Code §31B-2-202, adopt the following Articles of Organization for a West Virginia Limited Liability Company:

1. The **name** of the **West Virginia limited liability company** shall be: [The name must contain one of the required terms such as "limited liability company" or abbreviations such as "LLC" or "PLLC"–see instructions for list of acceptable terms.] BECKLEY TREATMENT CENTER, LLC

2. The company will be an: ☑ LLC ☐ professional LLC for the profession of _____

3. The **address** of the initial **designated office** of the company in WV, if any, will be: [need not be a place of the company's business]
   Street: NATIONAL REGISTERED AGENTS, INC.
   300 KANAWHA BLVD.
   City/State/Zip: CHARLESTON 25321 WV

4. The mailing address of the **principal office**, if different, will be:
   Street/Box: 20400 STEVENS CREEK BLVD., SUITE 600
   City/State/Zip: CUPERTINO, CA 95014

5. The name and mailing address of the **agent for service of process**, if any, is:
   Name: NATIONAL REGISTERED AGENTS, INC.
   Street: 300 KANAWHA BLVD.
   City/State/Zip: CHARLESTON, WV 25321

6. The name and address of each organizer.

Name	No. & Street	City, State, Zip
PAMELA B. BURKE	20400 STEVENS CREEK BLVD., #600	CUPERTINO, CA 95014

7. The company will be:
   ☑ an at-will company, for an indefinite period.
   ☐ a term company, for the term of _____ years.

8. The Company will be:

☑ **member-managed.** [List the name and address of each member with signature authority, attach an extra sheet if needed]

OR

☐ **manager-managed,** [List the name and address of each manager with signature authority, attach an extra sheet if needed.]

Name	Address	City, State, Zip
NATIONAL SPECIALTY CLINICS, LLC	20400 STEVENS CREEK BLVD, #600	CUPERTINO, CA 95014

9. All or specified members of a limited liability company are liable in their capacity as members for all or specified debts, obligations or liabilities of the company.

☑ NO -- All debts, obligations and liabilities are those of the company.

☐ YES -- Those persons who are liable in their capacity as members for all debts, obligations or liability of the company have consented to this in writing.

10. The **purposes** for which this limited liability company is formed are as follows:
(Describe the type(s) of business activity which will be conducted, for example, "real estate," "construction of residential and commercial buildings," "commercial printing," "professional practice of architecture.")

Chemical dependency treatment services and any other lawful purpose.

11. Other provisions which may be set forth in the operating agreement or matters not inconsistent with law:
[See instructions for further information; use extra pages if necessary.]

12. The number of pages attached and included in these Articles is 0.

13. The requested effective date is: [Requested date may not be earlier than filing nor later than 90 days after filing.]

☐ the date & time of filing

☑ the following date September 30, 2009 and time _____

Contact and Signature Information:

14. The number of acres it holds or expects to hold in West Virginia is: None

Phone # 408-367-0045 Contact person: Nathaniel Weiner

15. Signature of manager of a manager-managed company, member of a member-managed company, person organizing the company, if the company has not been formed or attorney-in-fact for any of the above.

Name [print or type]	Title/Capacity	Signature
Pamela B. Burke	Secretary	Pamela B Burke

Exhibit 3.42

AMENDED AND RESTATED
OPERATING AGREEMENT
OF
BECKLEY TREATMENT CENTER, LLC

This Amended and Restated Operating Agreement (the "Agreement") of Beckley Treatment Center, LLC, a West Virginia limited liability company (the "Company"), is entered into by and between National Specialty Clinics, LLC, a Delaware limited liability company (the "Member") and the persons admitted to the Company as members who shall be identified on Schedule A, as amended from time to time, effective as of February 12, 2015.

WHEREAS, the Company is currently operating under a certain Operating Agreement, dated September 30, 2009 (the "Operating Agreement").

WHEREAS, the Member has deemed it in the best interest of the Company to amend and restate the Operating Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Organization. Effective September 30, 2009, the Company was converted from a corporation to a single-member limited liability company by the filing of a Certificate of Conversion in the office of the Secretary of State of West Virginia (the "Certificate").

Section 2. Registered Office; Registered Agent. The registered office of the Company in the State of West Virginia will be the initial registered office designated in the Certificate or such other office (which need not be a place of business of the Company) as the Member may designate from time to time in the manner provided by law. The registered agent of the Company in the State of West Virginia will be the initial registered agent designated in the Certificate, or such other person as the Member may designate from time to time in the manner provided by law. The principal office of the Company will be at such location as the Member may designate from time to time, which need not be in the State of West Virginia.

Section 3. Powers. The Company will have all powers permitted to be exercised by a limited liability company organized in the State of West Virginia.

Section 4. Term. The Company commenced on the date the Certificate was filed with the Secretary of State of West Virginia, and will continue in existence until terminated pursuant to this Agreement.

Section 5. Fiscal Year. The fiscal year of the Company for financial statement and federal income tax purposes will end on December 31 unless otherwise determined by the Member.

Section 6. Member. The Member owns 100% of the limited liability company interests in the Company.

Section 7. Address. The address of the Member is set forth below:

6100 Tower Circle, Suite 1000
Franklin, TN 37067

Section 8. New Members. No person may be admitted as a member of the Company without the approval of the Member.

Section 9. Liability to Third Parties. The Member will not have any personal liability for any obligations or liabilities of the Company, whether such liabilities arise in contract, tort or otherwise.

Section 10. Capital Contributions. On or before the date hereof, the Member has made a capital contribution in cash to the Company in the amount of $100.00. The Member will not be required to make any additional capital contributions to the Company except as may otherwise be agreed to by the Member.

Section 11. Participation in Profits and Losses. All profits and losses of the Company will be allocated to the Member.

Section 12. Distributions. Distributions will be made by the Company to the Member at such times as may be determined by the Member.

Section 13. Management. The power and authority to manage, direct and control the Company will be vested solely in the Member.

Section 14. Officers. The Member may, from time to time, designate one or more individuals to be officers of the Company, with such titles as the Member may assign to such individuals. The initial officers of the Company will be a President, a Secretary and two Vice Presidents as more specifically provided below. Officers so designated will have such authority and perform such duties as the Member may from time to time delegate to them. Any number of officer positions may be held by the same individual. Any officer may resign as such at any time by providing written notice to the Company. Any officer may be removed as such, either with or without cause, by the Member, in its sole discretion. Any vacancy occurring in any officer position of the Company may be filled by the Member. The officers of the Company, if and when designated by the Member, will have the authority, acting individually, to bind the Company.

Section 15. President. The President will, subject to the control of the Member, have general supervision, direction and control of the business and affairs of the Company. Subject to the control of the Member, the President will have the general powers and duties of management usually vested in the office of president and chief executive officer of corporations, and will have such other powers and duties as may be prescribed by the Member.

Section 16. Secretary. The Secretary will, subject to the control of the Member, prepare and keep the minutes of the proceedings of the Company in books provided for that purpose, see that all notices are duly given in accordance with the provisions of the Act, be custodian of the Company records, and will have the general powers and duties usually vested in the office of secretary of corporations, and will have such other powers and duties as may be prescribed by the Member.

Section 17. Vice Presidents. The Vice Presidents will, subject to the control of the Member, perform such duties as may be assigned to them by the President and will have the general powers and duties usually vested in the office of vice president of corporations, and will have such other powers and duties as may be prescribed by the Member. In the case of the death, disability or absence of the President, a Vice President shall perform and be vested with all the duties and powers of the President until the Member appoints a new President.

Section 18. Indemnification. The Company shall indemnify any individual who is or was a party or is or was threatened to be made a party to any action, suit, or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a manager, officer, employee or agent of the Company against expenses (including reasonable attorneys' fees and expenses), judgments, fines and amounts paid in settlement actually and reasonably incurred by such individual in connection with such action, suit or proceeding, to the extent permitted by applicable law. The right to indemnification conferred in this Section 18 includes the right of such individual to be paid by the Company the expenses incurred in defending any such action in advance of its final disposition (an "Advancement of Expenses"); provided, however, that the Company will only make an Advancement of Expenses upon delivery to the Company of an undertaking, by or on behalf of such Indemnitee, to repay all amounts so advanced if it is ultimately determined that such Indemnitee is not entitled to be indemnified under this Section 18 or otherwise.

Section 19. Dissolution. The Company will dissolve and its affairs will be wound up as may be determined by the Member, or upon the earlier occurrence of any other event causing dissolution of the Company under the Act. In such event, the Member will proceed diligently to wind up the affairs of the Company and make final distributions, and will cause the existence of the Company to be terminated.

Section 20. Amendment or Modification. This Agreement may be amended or modified from time to time only by a written instrument that is executed by the Member.

Section 21. Binding Effect. This Agreement will be binding on and inure to the benefit of the Member and its successors and assigns.

Section 22. Governing Law. This Agreement is governed by and will be construed in accordance with the law of the State of West Virginia without regard to the conflicts of law principles thereof.

IN WITNESS WHEREOF, the undersigned hereby takes the foregoing actions by written consent as of the date first written above.

MEMBER:

ACADIA HEALTHCARE COMPANY, INC.

/s/ Christopher L. Howard

Name: Christopher L. Howard
Title: Executive Vice President and Secretary

Schedule A

None

Exhibit 3.45

Return to: Lowell D. Turnbull, Esq.
Leva, Hawes, Mason & Martin
1220 19th Street, N.W., Suite 700
Washington, D.C. 20036

BGI OF BRANDYWINE, INC.

ARTICLES OF INCORPORATION

The undersigned hereby forms a stock corporation under the provisions of Chapter 9 of Title 13.1 of the Code of Virginia and, to that end, sets forth the following:

FIRST: The name of the Corporation is BGI of Brandywine, Inc.

SECOND: The business objects and purposes for which the Corporation is organized are to transact any and all lawful business not required to be specifically stated in these Articles of Incorporation.

THIRD: The aggregate number of shares that the Corporation is authorized to issue is One Thousand (1,000) shares of common stock having a par value per share of Ten Cents ($.10).

Unless prohibited by the Code of Virginia, any action requiring shareholder approval shall be made by a majority of all the votes cast on such action by the shareholders entitled to vote on the transaction at a meeting at which a quorum of such shareholders exists.

FOURTH: The post office address of the initial registered office of the Corporation: 8133 Leesburg Pike, Suite 550, Vienna, Virginia 22180.

The name of the County in which the initial registered office is located is Fairfax.

The name of the initial registered agent of the Corporation at such address is Michael W. Beavers.

Said agent is a resident of Virginia and a director of the Corporation.

FIFTH: The number of directors constituting the initial board of directors is four and the names and addresses of the persons who are to serve as the initial Directors of the Corporation are:

NAME	ADDRESS
Michael W. Beavers	8133 Leesburg Pike, Suite 550 Vienna, VA 22180
James E. Fay	8133 Leesburg Pike, Suite 550 Vienna, VA 22180
Herman I. Diesenhaus	8133 Leesburg Pike, Suite 550 Vienna, VA 22180

/s/ Lowell D. Turnbull
LOWELL D. TURNBULL

Date: February 19, 1987

300238

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION
March 9, 1987

CERTIFICATE OF INCORPORATION

The State Corporation Commission has found the accompanying articles submitted on behalf of

BGI of Brandywine, Inc.

to comply with the requirements of law, and confirms payment of all related fees.

Therefore, it is ordered that this

CERTIFICATE OF INCORPORATION

be issued, and admitted to record with the articles in this office of the Commission, effective March 9, 1987.

This order and its accompanying articles will be forwarded for filing in the office of the Clerk of the Circuit Court of Fairfax County following admission to the record of the Commission.

STATE CORPORATION COMMISSION

By /s/ Elizabeth B. Lacy
Commissioner

Court Number: 129

01519NEW

Exhibit 3.46

BGI OF BRANDYWINE, INC.

* * * * * * *

B Y L A W S

* * * * * * *

ARTICLE I

OFFICES

Section 1. Principal Office. The principal office shall be at 8133 Leesburg Pike, Suite 550, Vienna, Virginia 22180.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and without the Commonwealth of Virginia as the board of directors may from time to time determine or the business of the Corporation may require.

ARTICLE II

STOCKHOLDERS

Section 3. Place of Meetings. All meetings of stockholders shall be held at the office of the Corporation in McLean, Virginia, or at such other place within the United States as may be designated by the board of directors from time to time.

Section 4. Annual Meetings. Annual meetings of stockholders shall be held at 10:00 a.m. on a day and at a place as may be determined by the board of directors, at which the stockholders shall elect a board of directors and may transact such other business as may properly be brought before the meeting. Any business of the Corporation may be transacted at the annual meeting without being specially designated in the notice, except such business as is specifically required by statute to be stated in the notice.

Section 5. Special Meetings of Stockholders.

5.1 Special meetings of the stockholders may be called by the board of directors or by the President at any time in the interval between annual meetings.

5.2 Except as otherwise provided by law, special meetings of stockholders shall be called by the Secretary upon the written request of the holders of shares entitled to not less than twenty percent of all the votes entitled to be cast at such meeting. Such request shall state the purpose or purposes of such meeting and the matters proposed to be acted on thereat.

The Secretary shall inform such stockholders of the reasonably estimated cost of preparing and mailing a notice of the meeting, and upon payment to the Corporation of such costs the Secretary shall give notice stating the purpose or purposes of the meeting to all stockholders entitled to notice of such meeting.

5.3 Not less than ten nor more than sixty (unless otherwise required by Section 13.1-658A of the Virginia Stock Corporation Act) days before the date of every stockholders' meeting, the Secretary shall give to each stockholder, if any, entitled to vote at such meeting, and to each stockholder, if any, not entitled to vote who is entitled to notice, written or printed notice stating the time and place of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, either by mail or by presenting it to him personally or by leaving it at his residence or usual place of business. If mailed, such notice shall be deemed to be given when deposited in the United States mail addressed to the stockholder at his post-office address as it appears on the records of the Corporation, with postage thereon prepaid.

5.4 Business transacted at any special meeting of the stockholders shall be limited to the purposes stated in the notice.

Section 6. Quorum and Action.

6.1 At any meeting of stockholders the presence in person or by proxy of stockholders entitled to cast a majority of the votes thereat shall constitute a quorum; but this section shall not affect any requirement under the statute or under the charter for the vote necessary for the adoption of any measure. If however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified.

6.2 A majority of the votes cast at a meeting of stockholders, duly called and at which a quorum is present, shall be sufficient to take or authorize action upon any matter which may properly come before the meeting, unless more than a majority of the votes cast is required by statute or by the charter.

Section 7. Voting. Each outstanding share of stock having voting power shall be entitled to one vote on each matter submitted to a vote at a meeting of stockholders; but no share shall be entitled to vote if any installment payable thereon is overdue and unpaid. A stockholder may vote the shares owned of record by him either in person or by proxy executed in writing by the stockholder or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven months from its date, unless otherwise provided in the proxy. At all meetings of stockholders, unless the voting is conducted by inspectors, all questions relating to the qualification of voters and the validity of proxies and the acceptance or rejection of votes shall be decided by the chairman of the meeting.

Section 8. Action by Written Consent. Any action required or permitted to be taken at any meeting of stockholders may be taken without a meeting, if a consent in writing, setting forth such action, is signed by all the stockholders entitled to vote on the subject matter thereof and any other stockholders entitled to notice of a meeting of stockholders (but not to vote thereat) have waived in writing any rights which they may have to dissent from such action, and such consent and waiver are filed with the records of the Corporation.

ARTICLE III

DIRECTORS

Section 9. Number. The number of directors of the Corporation shall be a minimum of one. The number of directors may be increased or decreased from time to time by amendment to these bylaws. For purposes of this Section, any stock held jointly with rights of survivorship by two or more individuals shall be deemed to be held by one stockholder; and any stock held by two or more individuals as tenants-in common shall be deemed to be held by such number of individuals each as stockholders. At the first annual meeting of stockholders and at each annual meeting thereafter, the stockholders shall elect the directors to hold office until the next annual meeting or until their successors are elected and qualify. Directors need not be stockholders in the Corporation.

Section 10. Vacancy. Any vacancy occurring in the board of directors for any cause other than by reason of an increase in the number of directors may be filled by a majority of the remaining members of the board of directors, although such majority is less than a quorum; or, in lieu thereof, by the unanimous consent of the stockholders. Any vacancy occurring by reason of an increase in the number of directors may be filled by

action of a majority of the entire board of directors. A director elected by the board of directors to fill a vacancy shall be elected to hold office until the next annual meeting of stockholders or until his successor is elected and qualifies.

Section 11. Powers. The business and affairs of the Corporation shall be managed under the direction of the board of directors, which may exercise all of the powers of the Corporation, except such as are by law or by the charter or by these bylaws conferred upon or reserved to the stockholders.

Section 12. Removal. At any meeting of stockholders, duly called and at which a quorum is present, the stockholders may, by the affirmative vote of the holders of a majority of the votes entitled to be cast thereon, remove any director or directors from office and may elect a successor or successors to fill any resulting vacancies for the unexpired terms of removed directors.

Section 13. Meetings.

13.1 Meetings of the board of directors, regular or special, may be held in person or by telephone at any place within or without the Commonwealth of Virginia as the board may from time to time determine.

13.2 The first meeting of each newly elected board of directors shall be held at such time and place as shall be fixed by the vote of the stockholders at the annual meeting, and no notice of such meeting to the newly elected directors shall be necessary in order legally to constitute the meeting, provided a quorum shall be present. In the event of the failure of the stockholders to fix the time or place of such first meeting of the newly elected board of directors, or in the event such meeting is not held at the time and place so fixed by the stockholders, the meeting may be held at such time and place as shall be specified in a notice given as hereinafter provided for special meetings of the board of directors, or as shall be specified in a written waiver signed by all of the directors.

13.3 Regular meetings of the board of directors may be held without notice at such time and place as shall from time to time be determined by the board of directors.

13.4 Special meetings of the board of directors may be called at any time by the board of directors or the executive committee, if one be constituted, by vote at a meeting, or by the president or by a majority of the directors or a majority of the members of the executive committee in writing

with or without a meeting. Special meetings may be held at such place or places within or without the Commonwealth of Virginia as may be designated from time to time by the board of directors; in the absence of such designation such meetings shall be held at such places as may be designated in the call.

Section 14. Notice. Notice of the place and time of every special meeting of the board of directors shall be served on each director or sent to him by telegraph or by mail, or by leaving the same at his residence or usual place of business at least five days before the date of the meeting. If mailed, such notice shall be deemed to be given when deposited in the United States mail addressed to the director at his post-office address as it appears on the records of the Corporation, with postage thereon prepaid.

Section 15. Quorum. At all meetings of the board a majority of the entire board of directors shall constitute a quorum for the transaction of business and the action of a majority of the directors present at any meeting at which a quorum is present shall be the action of the board of directors unless the concurrence of a greater proportion is required for such action by statute, the articles of incorporation or these bylaws. If a quorum shall not be present at any meeting of directors, the directors present thereat may by a majority vote adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 16. Action Taken By Written Consent. Any action required or permitted to be taken at any meeting of the board of directors or of any committee thereof may be taken without a meeting, if a written consent to such action is signed by all members of the board or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the board or committee.

Section 17. Committees.

17.1 The board of directors may appoint, from among its members, an executive committee and other committees composed of two or more directors, and may delegate to such committees, in the intervals between meetings of the board of directors, any or all of the powers of the board of directors in the management of the business and affairs of the Corporation, except the power to declare dividends, to issue stock, to recommend to stockholders any action requiring stockholders' approval, to amend the bylaws or to approve any merger or share exchange which does not require stockholder approval. In the absence of any member of any such committee, the members thereof

present at any meeting, whether or not they constitute a quorum, may appoint a member of the board of directors to act in the place of such absent member.

17.2 The committees shall keep minutes of their proceedings and shall report the same to the board of directors upon request, and any action by the committees shall be subject to revision and alteration by the board of directors, provided that no rights of third persons shall be affected by any such revision or alteration.

Section 18. Compensation. Directors, as such, shall not receive any stated salary for their services but, by resolution of the board, a fixed sum, and expenses of attendance if any, may be allowed to directors for attendance at each regular or special meeting of the board of directors, or of any committee thereof, but nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity and receiving compensation therefor.

ARTICLE IV

OFFICERS

Section 19. Executive Officers. The officers of the Corporation shall be chosen by the board of directors and shall be, at a minimum, a president and a secretary. The board of directors may also choose a chairman of the board from among the directors, one or more vice-presidents, and one or more assistant secretaries and assistant treasurers. Two or more offices, except those of president and vice-president, may be held by the same person but no officer shall execute, acknowledge or verify any instrument in more than one capacity, if such instrument is required by law, the charter or these bylaws to be executed, acknowledged or verified by two or more officers.

Section 20. Selection. The board of directors at its first meeting after each annual meeting of stockholders shall choose a president, a secretary and a treasurer, none of whom need be a member of the board.

Section 21. Other Officers. The board of directors may appoint such other officers and agents as it shall deem necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the board.

Section 22. Salaries. The salaries of all officers and agents of the Corporation shall be fixed by the board of directors.

Section 23. Term. The officers of the Corporation shall serve until their successors are chosen and qualify. Any officer or agent may be removed by the board of directors whenever, in its judgment, the best interests of the Corporation will be served thereby, but such removal shall be without prejudice to the contractual rights, if any, of the person so removed. If any office becomes vacant for any reason, the vacancy shall be filled by the board of directors.

Section 24. The President.

24.1 The president shall be the chief executive officer of the Corporation; he or she shall preside at all meetings of the stockholders and directors, shall have general and active management of the business of the Corporation, and shall see that all orders and resolutions of the board are carried into effect.

24.2 The president shall execute in the corporate name all authorized deeds, mortgages, bonds, contracts or other instruments requiring a seal, under the seal of the Corporation, except in cases in which the signing or execution thereof shall be expressly delegated by the board of directors to some other officer or agent of the Corporation.

Section 25. Vice-Presidents. The vice-president, if one is elected, or if there shall be more than one, the vice-presidents in the order determined by the board of directors, shall, in the absence or disability of the president, perform the duties and exercise the powers of the president, and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

Section 26. The Secretary and Assistant Secretaries.

26.1 The secretary shall attend all meetings of the board of directors and all meetings of the stockholders and record all the proceedings of the meetings of the Corporation and of the board of directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He or she shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the board of directors, and shall perform such other duties as may be prescribed by the board of directors or president, under whose supervision he shall be. He or she shall keep in safe custody

the seal of the Corporation and, when authorized by the board of directors, affix the same to any instrument requiring it and, when so affixed, it shall be attested by his or her signature or by the signature of an assistant secretary.

26.2 The assistant secretary, or if there be more than one, the assistant secretaries in the order determined by the board of directors, shall, in the absence or disability of the secretary, perform the duties and exercise the powers of the secretary and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

Section 27. The Treasurer and Assistant Treasurers.

27.1 The treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the board of directors.

27.2 The treasurer shall disburse the funds of the Corporation as may be ordered by the board of directors, taking proper vouchers for such disbursements, and shall render to the president and the board of directors, at its regular meetings, or when the board of directors so requires an account of all his transactions as treasurer and of the financial condition of the Corporation.

27.3 If required by the board of directors, the treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the board for the faithful performance of the duties of his or her office and for the restoration to the Corporation, in case of his or her death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his or her possession or under his or her control belonging to the Corporation.

27.4 The assistant treasurer, if one is appointed, or if there shall be more than one, the assistant treasurers in the order determined by the board of directors, shall, in the absence or disability of the treasurer, perform the duties and exercise the powers of the treasurer and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

ARTICLE V

CAPITAL STOCK

Section 28. Capital Stock. Each stockholder shall be entitled to a certificate or certificates which shall represent and certify the number and kind and class of shares owned by him or her in the Corporation. Each certificate shall be signed by the president or a vice-president and countersigned by the secretary or an assistant secretary or the treasurer or an assistant treasurer and may be sealed with the corporate seal.

Section 29. Signatures and Transfer. The signatures may be either manual or facsimile signatures and the seal may be either facsimile or any other form of seal. In case any officer who has signed any certificate ceases to be an officer of the Corporation before the certificate is issued, the certificate may nevertheless be issued by the Corporation with the same effect as if the officer had not ceased to be such officer as of the date of its issue. Every certificate representing stock issued by a Corporation which is authorized to issue stock of more than one class shall set forth upon the face or back of the certificate, a full statement or summary of the designations, preferences, limitations, and relative rights of the shares of each class authorized to be issued and, if the Corporation is authorized to issue any preferred or special class in series, the variations in the relative rights and preferences between the shares of each such series so far as the same have been fixed and determined and the authority of the board of directors to fix and determine the relative rights and preferences of subsequent series. A summary of such information included in a registration statement permitted to become effective under the Federal Securities Act of 1933, as now or hereafter amended, shall be an acceptable summary for the purposes of this section. In lieu of such full statement or summary, there may be set forth upon the face or back of the certificate a statement that the Corporation will furnish to any stockholder upon request and without charge, a full statement of such information. Every certificate representing shares which are restricted or limited as to transferability by the Corporation issuing such shares shall either (i) set forth upon the face or back of the certificate a full statement of such restriction or limitation or (ii) state that the Corporation will furnish such a statement upon request and without charge to any holder of such shares. No certificate shall be issued for any share of stock until such share is fully paid.

Section 30. Notices.

30.1 Notices to directors and stockholders shall be in writing and delivered personally or mailed to the directors or stockholders at their addresses appearing on the books of the Corporation. Notice by mail shall be deemed to be given at the time when the same shall be mailed. In the case of stockholders' meetings the notice may be left at the stockholder's residence or usual place of business. Notice to directors may also be given by telegram.

3 0.2 Whenever any notice of the time, place or purpose of any meeting of stockholders, directors or any committee is required to be given under the provisions of the statute or under the provisions of the charter or these bylaws, a waiver thereof in writing, signed by the person or persons entitled to such notice and filed with the records of the meeting, whether before or after the holding thereof, or actual attendance at the meeting of stockholders in person or by proxy, or at the meeting of directors or committee in person or by telephone, shall be deemed equivalent to the giving of such notice to such persons.

Section 31. Lost Certificates. The board of directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the Corporation alleged to have been stolen, lost or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be stolen, lost or destroyed. When authorizing such issue of a new certificate or certificates, the board of directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such stolen, lost or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as it shall require and to give the Corporation a bond, with sufficient surety, to the Corporation to indemnify it against any loss or claim which may arise by reason of the issuance of a new certificate.

Section 32. Transfers of Stock. Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, it shall be the duty of the Corporation to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books.

Section 33. Closing of Transfer Books. The board of directors may fix, in advance, a date as the record date for the purpose of determining stockholders entitled to notice of, or to vote at, any meeting of stockholders, or stockholders entitled to receive payment of any dividend or the allotment of any rights, or in order to make a determination of stockholders for any other proper purpose. Such date, in any case, shall be not more than seventy days, and in case of a meeting of stockholders not less than ten days, prior to the date on which the particular action requiring such determination of stockholders is to be taken. In lieu of fixing a record date, the board of directors may provide that the stock transfer books shall be closed for a stated period but not to exceed, in any case, twenty days. If the stock transfer books are closed for the purpose of determining stockholders entitled to notice of or to vote at a meeting of stockholders, such books shall be closed for at least ten days immediately preceding such meeting.

Section 34. Registered Stockholders. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Virginia.

ARTICLE VI

GENERAL PROVISIONS

Section 35. Dividends.

35.1 Dividends upon the capital stock of the Corporation, subject to the provisions, if any, of the articles of incorporation may be declared by the board of directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property, or in its own shares, subject to the provisions of the statute and of the articles of incorporation.

35.2 Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for such other purpose as the directors shall think conducive to the interests of the Corporation, and the directors may modify or abolish any such reserve in the manner in which it was created.

Section 36. Annual Statement. The president or a vice-president or the treasurer shall prepare or cause to be prepared annually a full and correct statement of the affairs of the Corporation, including a balance sheet and a financial statement of operations for the preceding fiscal year, which shall be submitted at the annual meeting and shall be filed within twenty days thereafter at the principal office of the Corporation in the Commonwealth of Virginia.

Section 37. Checks. All checks, drafts, and orders for the payment of money, notes and other evidences of indebtedness, issued in the name of the Corporation shall be signed by such officer or officers as the board of directors may from time to time designate.

Section 38. Fiscal Year. The fiscal year of the Corporation shall be fixed by a resolution of the board of directors.

Section 39. Seal. The Board of Directors shall have authority to adopt a corporate seal.

Section 40. Stock Ledger. The Corporation shall maintain at its office in the Commonwealth of Virginia an original stock ledger containing the names and addresses of all stockholders and the number of shares of each class held by each stockholder. Such stock ledger may be in written form or any other form capable of being converted into written form within a reasonable time for visual inspection.

Section 41. Indemnification.

41.1 The Corporation shall indemnify and advance expenses to any person made a party to any proceeding by reason of service to the Corporation to the fullest extent allowed under the laws of the Commonwealth of Virginia.

41.2 The indemnification provided by this paragraph shall not be deemed exclusive of any other rights to which a person may be entitled under any agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding the office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and inure to the benefit of the heirs, executors and administrators of the person.

41.3 The Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee or agent of another corporation, partnership, joint venture, trust, other enterprise or employee benefit plan against any liability asserted against him and incurred by him in any such capacity, or arising out of his position, whether or not the Corporation would have the power to indemnify him against the liability under the provisions of this paragraph.

41.4 Any indemnification of, or advance of expenses to a director, if arising out of an action, suit or proceeding by or in the right of the Corporation, shall be reported in writing to the stockholders with the notice of the next stockholders' meeting or prior to the meeting.

Section 42. Amendments.

42.1 The board of directors shall have the power, at any regular meeting or at any special meeting if notice thereof be included in the notice of such special meeting, to alter or repeal any bylaws of the Corporation and to make new bylaws, except that the board of directors shall not alter or repeal any bylaws made by the stockholders.

42.2 The stockholders shall have the power, at any annual meeting or at any special meeting if notice thereof be included in the notice of such special meeting, to alter or repeal any bylaws of the Corporation and to make new bylaws.

Section 43. Sole Stockholders and Directors.

43.1 At any time that there shall be only one stockholder of the Corporation, all references herein to the stockholders of the Corporation shall refer to its sole stockholder. For purposes of this Section, any stock held jointly with rights of survivorship by two or more individuals shall be deemed to be held by one stockholder; and any stock held by two or more individuals as tenants-in common shall be deemed to be held by such number of individuals each as stockholders.

43.2 At any time that, pursuant to the provisions hereof, there shall be only one director of the Corporation, all references herein to the directors or board of directors of the Corporation shall refer to its sole director.

Exhibit 3.47

BOWLING GREEN INN OF PENSACOLA., INC.

ARTICLES OF INCORPORATION

The undersigned hereby forms a stock corporation under the provisions of Chapter 9 of Title 13.1 of the Code of Virginia and, to that end, sets forth the following:

FIRST: The name of the Corporation is Bowling Green Inn of Pensacola, Inc.

SECOND: The business objects and purposes for which the Corporation is organized are to transact any and all lawful business not required to be specifically stated in these Articles of Incorporation.

THIRD: The aggregate number of shares that the Corporation is authorized to issue is One Thousand (1000) shares of common stock having a par value per share of Ten Cents ($.10).

FOURTH: The post office address of the initial registered office, including street and number is 3975 University Drive, Suite 220, Fairfax, Virginia 22030.

FIFTH: The initial registered office is located in the City of Fairfax.

SIXTH: The name of its initial registered agent is James M. Sack, who is a resident of Virginia, a member of the Virginia State Bar, and whose business office is identical with the registered office.

SEVENTH: The names and addresses of the initial directors are as follows:

Name	Address
Michael W. Beavers	8000 Towers Crescent Drive Eighth Floor Vienna, Virginia 22180
James E. Fay	8000 Towers Crescent Drive Eight Floor Vienna, Virginia 22180

Dated: May 12, 1988

/s/ Lowell D. Turnbull

Lowell D. Turnbull

321705

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION
May 18, 1988

CERTIFICATE OF INCORPORATION

The State Corporation Commission has found the accompanying articles submitted on behalf of

Bowling Green Inn of Pensacola, Inc.

to comply with the requirements of law, and confirms payment of all related fees.

Therefore, it is ordered that this

CERTIFICATE OF INCORPORATION

be issued, and admitted to record with the articles in this office of the Commission, effective May 18, 1988.

This order and its accompanying articles will be forwarded for filing in the office of the Clerk of the Circuit Court of (Filed in Fairfax Co.) following admission to the records of the Commission.

STATE CORPORATION COMMISSION

By /s/ Elizabeth B. Lacy
Commissioner

Court Number: 303

01519NEW

Exhibit 3.48

BOWLING GREEN INN OF PENSACOLA, INC.

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B Y L A W S

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ARTICLE I

OFFICES

Section 1. Principal Office. The principal office shall be at 8000 Towers Crescent Drive, Suite 1340, Vienna, Virginia 22180.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and without the Commonwealth of Virginia as the board of directors may from time to time determine or the business of the Corporation may require.

ARTICLE II

STOCKHOLDERS

Section 3. Place of Meetings. All meetings of stockholders shall be held at the office of the Corporation in Vienna, Virginia, or at such other place within the United States as may be designated by the board of directors from time to time.

Section 4. Annual Meetings. Annual meetings of stockholders shall be held at 10:00 a.m. on a day and at a place as may be determined by the board of directors, at which the stockholders shall elect a board of directors and may transact such other business as may properly be brought before the meeting. Any business of the Corporation may be transacted at the annual meeting without being specially designated in the notice, except such business as is specifically required by statute to be stated in the notice.

Section 5. Special Meetings of Stockholders.

5.1 Special meetings of the stockholders may be called by the board of directors or by the President at any time in the interval between annual meetings.

5.2 Except as otherwise provided by law, special meetings of stockholders shall be called by the Secretary upon the written request of the holders of shares entitled to not less than twenty percent of all the votes entitled to be cast at such meeting. Such request shall state the purpose or purposes of such meeting and the matters proposed to be acted on thereat.

The Secretary shall inform such stockholders of the reasonably estimated cost of preparing and mailing a notice of the meeting, and upon payment to the Corporation of such costs the Secretary shall give notice stating the purpose or purposes of the meeting to all stockholders entitled to notice of such meeting.

5.3 Not less than ten nor more than sixty (unless otherwise required by Section 13.1-658A of the Virginia Stock Corporation Act) days before the date of every stockholders' meeting, the Secretary shall give to each stockholder, if any, entitled to vote at such meeting, and to each stockholder, if any, not entitled to vote who is entitled to notice, written or printed notice stating the time and place of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, either by mail or by presenting it to him personally or by leaving it at his residence or usual place of business. If mailed, such notice shall be deemed to be given when deposited in the United States mail addressed to the stockholder at his post-office address as it appears on the records of the Corporation, with postage thereon prepaid.

5.4 Business transacted at any special meeting of the stockholders shall be limited to the purposes stated in the notice.

Section 6. Quorum and Action.

6.1 At any meeting of stockholders the presence in person or by proxy of stockholders entitled to cast a majority of the votes thereat shall constitute a quorum; but this section shall not affect any requirement under the statute or under the charter for the vote necessary for the adoption of any measure. If however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified.

6.2 A majority of the votes cast at a meeting of stockholders, duly called and at which a quorum is present, shall be sufficient to take or authorize action upon any matter which may properly come before the meeting, unless more than a majority of the votes cast is required by statute or by the charter.

Section 7. Voting. Each outstanding share of stock having voting power shall be entitled to one vote on each matter submitted to a vote at a meeting of stockholders; but no share shall be entitled to vote if any installment payable thereon is overdue and unpaid. A stockholder may vote the shares owned of record by him either in person or by proxy executed in writing by the stockholder or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven months from its date, unless otherwise provided in the proxy. At all meetings of stockholders, unless the voting is conducted by inspectors, all questions relating to the qualification of voters and the validity of proxies and the acceptance or rejection of votes shall be decided by the chairman of the meeting.

Section 8. Action by Written Consent. Any action required or permitted to be taken at any meeting of stockholders may be taken without a meeting, if a consent in writing, setting forth such action, is signed by all the stockholders entitled to vote on the subject matter thereof and any other stockholders entitled to notice of a meeting of stockholders (but not to vote thereat) have waived in writing any rights which they may have to dissent-from such action, and such consent and waiver are filed with the records of the Corporation.

ARTICLE III

DIRECTORS

Section 9. Number. The number of directors of the Corporation shall be a minimum of one. The number of directors may be increased or decreased from time to time by amendment to these bylaws. For purposes of this Section, any stock held jointly with rights of survivorship by two or more individuals shall be deemed to be held by one stockholder; and any stock held by two or more individuals as tenants-in common shall be deemed to be held by such number of individuals each as stockholders. At the first annual meeting of stockholders and at each annual meeting thereafter, the stockholders shall elect the directors to hold office until the next annual meeting or until their successors are elected and qualify. Directors need not be stockholders in the Corporation.

Section 10. Vacancy. Any vacancy occurring in the board of directors for any cause other than by reason of an increase in the number of directors may be filled by a majority of the remaining members of the board of directors, although such majority is less than a quorum; or, in lieu thereof, by the unanimous consent of the stockholders. Any vacancy occurring by reason of an increase in the number of directors may be filled by

action of a majority of the entire board of directors. A director elected by the board of directors to fill a vacancy shall be elected to hold office until the next annual meeting of stockholders or until his successor is elected and qualifies.

Section 11. Powers. The business and affairs of the Corporation shall be managed under the direction of the board of directors, which may exercise all of the powers of the Corporation, except such as are by law or by the charter or by these bylaws conferred upon or reserved to the stockholders.

Section 12. Removal. At any meeting of stockholders, duly called and at which a quorum is present, the stockholders may, by the affirmative vote of the holders of a majority of the votes entitled to be cast thereon, remove any director or directors from office and may elect a successor or successors to fill any resulting vacancies for the unexpired terms of removed directors.

Section 13. Meetings.

13.1 Meetings of the board of directors, regular or special, may be held in person or by telephone at any place within or without the Commonwealth of Virginia as the board may from time to time determine.

13.2 The first meeting of each newly elected board of directors shall be held at such time and place as shall be fixed by the vote of the stockholders at the annual meeting, and no notice of such meeting to the newly elected directors shall be necessary in order legally to constitute the meeting, provided a quorum shall be present. In the event of the failure of the stockholders to fix the time or place of such first meeting of the newly elected board of directors, or in the event such meeting is not held at the time and place so fixed by the stockholders, the meeting may be held at such time and place as shall be specified in a notice given as hereinafter provided for special meetings of the board of directors, or as shall be specified in a written waiver signed by all of the directors.

13.3 Regular meetings of the board of directors may be held without notice at such time and place as shall from time to time be determined by the board of directors.

13.4 Special meetings of the board of directors may be called at any time by the board of directors or the executive committee, if one be constituted, by vote at a meeting, or by the president or by a majority of the directors or a majority of the members of the executive committee in writing

with or without a meeting. Special meetings may be held at such place or places within or without the Commonwealth of Virginia as may be designated from time to time by the board of directors; in the absence of such designation such meetings shall be held at such places as may be designated in the call.

Section 14. Notice. Notice of the place and time of every special meeting of the board of directors shall be served on each director or sent to him by telegraph or by mail, or by leaving the same at his residence or usual place of business at least five days before the date of the meeting. If mailed, such notice shall be deemed to be given when deposited in the United States mail addressed to the director at his post-office address as it appears on the records of the Corporation, with postage thereon prepaid.

Section 15. Quorum. At all meetings of the board a majority of the entire board of directors shall constitute a quorum for the transaction of business and the action of a majority of the directors present at any meeting at which a quorum is present shall be the action of the board of directors unless the concurrence of a greater proportion is required for such action by statute, the articles of incorporation or these bylaws. If a quorum shall not be present at any meeting of directors, the directors present thereat may by a majority vote adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 16. Action Taken By Written Consent. Any action required or permitted to be taken at any meeting of the board of directors or of any committee thereof may be taken without a meeting, if a written consent to such action is signed by all members of the board or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the board or committee.

Section 17. Committees.

17.1 The board of directors may appoint, from among its members, an executive committee and other committees composed of two or more directors, and may delegate to such committees, in the intervals between meetings of the board of directors, any or all of the powers of the board of directors in the management of the business and affairs of the Corporation, except the power to declare dividends, to issue stock, to recommend to stockholders any action requiring stockholders' approval, to amend the bylaws or to approve any merger or share exchange which does not require stockholder approval. In the absence of any member of any such committee, the members thereof

present at any meeting, whether or not they constitute a quorum, may appoint a member of the board of directors to act in the place of such absent member.

17.2 The committees shall keep minutes of their proceedings and shall report the same to the board of directors upon request, and any action by the committees shall be subject to revision and alteration by the board of directors, provided that no rights of third persons shall be affected by any such revision or alteration.

Section 18. Compensation. Directors, as such, shall not receive any stated salary for their services but, by resolution of the board, a fixed sum, and expenses of attendance if any, may be allowed to directors for attendance at each regular or special meeting of the board of directors, or of any committee thereof, but nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity and receiving compensation therefor.

ARTICLE IV

OFFICERS

Section 19. Executive Officers. The officers of the Corporation shall be chosen by the board of directors and shall be, at a minimum, a president and a secretary. The board of directors may also choose a chairman of the board from among the directors, one or more vice-presidents, and one or more assistant secretaries and assistant treasurers. Two or more offices, except those of president and vice-president, may be held by the same person but no officer shall execute, acknowledge or verify any instrument in more than one capacity, if such instrument is required by law, the charter or these bylaws to be executed, acknowledged or verified by two or more officers.

Section 20. Selection. The board of directors at its first meeting after each annual meeting of stockholders shall choose a president, a secretary and a treasurer, none of whom need be a member of the board.

Section 21. Other Officers. The board of directors may appoint such other officers and agents as it shall deem necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the board.

Section 22. Salaries. The salaries of all officers and agents of the Corporation shall be fixed by the board of directors.

Section 23. Term. The officers of the Corporation shall serve until their successors are chosen and qualify. Any officer or agent may be removed by the board of directors whenever, in its judgment, the best interests of the Corporation will be served thereby, but such removal shall be without prejudice to the contractual rights, if any, of the person so removed. If any office becomes vacant for any reason, the vacancy shall be filled by the board of directors.

Section 24. The President.

24.1 The president shall be the chief executive officer of the Corporation; he or she shall preside at all meetings of the stockholders and directors, shall have general and active management of the business of the Corporation, and shall see that all orders and resolutions of the board are carried into effect.

24.2 The president shall execute in the corporate name all authorized deeds, mortgages, bonds, contracts or other instruments requiring a seal, under the seal of the Corporation, except in cases in which the signing or execution thereof shall be expressly delegated by the board of directors to some other officer or agent of the Corporation.

Section 25. Vice-Presidents. The vice-president, if one is elected, or if there shall be more than one, the vice-presidents in the order determined by the board of directors, shall, in the absence or disability of the president, perform the duties and exercise the powers of the president, and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

Section 26. The Secretary and Assistant Secretaries.

26.1 The secretary shall attend all meetings of the board of directors and all meetings of the stockholders and record all the proceedings of the meetings of the Corporation and of the board of directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He or she shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the board of directors, and shall perform such other duties as may be prescribed by the board of directors or president, under whose supervision he shall be. He or she shall keep in safe custody

the seal of the Corporation and, when authorized by the board of directors, affix the same to any instrument requiring it and, when so affixed, it shall be attested by his or her signature or by the signature of an assistant secretary.

26.2 The assistant secretary, or if there be more than one, the assistant secretaries in the order determined by the board of directors, shall, in the absence or disability of the secretary, perform the duties and exercise the powers of the secretary and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

Section 27. The Treasurer and Assistant Treasurers.

27.1 The treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the board of directors.

27.2 The treasurer shall disburse the funds of the Corporation as may be ordered by the board of directors, taking proper vouchers for such disbursements, and shall render to the president and the board of directors, at its regular meetings, or when the board of directors so requires an account of all his transactions as treasurer and of the financial condition of the Corporation.

27.3 If required by the board of directors, the treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the board for the faithful performance of the duties of his or her office and for the restoration to the Corporation, in case of his or her death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his or her possession or under his or her control belonging to the Corporation.

27.4 The assistant treasurer, if one is appointed, or if there shall be more than one, the assistant treasurers in the order determined by the board of directors, shall, in the absence or disability of the treasurer, perform the duties and exercise the powers of the treasurer and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

ARTICLE V

CAPITAL STOCK

Section 28. Capital Stock. Each stockholder shall be entitled to a certificate or certificates which shall represent and certify the number and kind and class of shares owned by him or her in the Corporation. Each certificate shall be signed by the president or a vice-president and countersigned by the secretary or an assistant secretary or the treasurer or an assistant treasurer and may be sealed with the corporate seal.

Section 29. Signatures and Transfer. The signatures may be either manual or facsimile signatures and the seal may be either facsimile or any other form of seal. In case any officer who has signed any certificate ceases to be an officer of the Corporation before the certificate is issued, the certificate may nevertheless be issued by the Corporation with the same effect as if the officer had not ceased to be such officer as of the date of its issue. Every certificate representing stock issued by a Corporation which is authorized to issue stock of more than one class shall set forth upon the face or back of the certificate, a full statement or summary of the designations, preferences, limitations, and relative rights of the shares of each class authorized to be issued and, if the Corporation is authorized to issue any preferred or special class in series, the variations in the relative rights and preferences between the shares of each such series so far as the same have been fixed and determined and the authority of the board of directors to fix and determine the relative rights and preferences of subsequent series. A summary of such information included in a registration statement permitted to become effective under the Federal Securities Act of 19 33, as now or hereafter amended, shall be an acceptable summary for the purposes of this section. In lieu of such full statement or summary, there may be set forth upon the face or back of the certificate a statement that the Corporation will furnish to any stockholder upon request and without charge, a full statement of such information. Every certificate representing shares which are restricted or limited as to transferability by the Corporation issuing such shares shall either (i) set forth upon the face or back of the certificate a full statement of such restriction or limitation or (ii) state that the Corporation will furnish such a statement upon request and without charge to any holder of such shares. No certificate shall be issued for any share of stock until such share is fully paid.

Section 30. Notices.

30.1 Notices to directors and stockholders shall be in writing and delivered personally or mailed to the directors or stockholders at their addresses appearing on the books of the Corporation. Notice by mail shall be deemed to be given at the time when the same shall be mailed. In the case of stockholders' meetings the notice may be left at the stockholder's residence or usual place of business. Notice to directors may also be given by telegram.

30.2 Whenever any notice of the time, place or purpose of any meeting of stockholders, directors or any committee is required to be given under the provisions of the statute or under the provisions of the charter or these bylaws, a waiver thereof in writing, signed by the person or persons entitled to such notice and filed with the records of the meeting, whether before or after the holding thereof, or actual attendance at the meeting of stockholders in person or by proxy, or at the meeting of directors or committee in person or by telephone, shall be deemed equivalent to the giving of such notice to such persons.

Section 31. Lost Certificates. The board of directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the Corporation alleged to have been stolen, lost or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be stolen, lost or destroyed. When authorizing such issue of a new certificate or certificates, the board of directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such stolen, lost or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as it shall require and to give the Corporation a bond, with sufficient surety, to the Corporation to indemnify it against any loss or claim which may arise by reason of the issuance of a new certificate.

Section 32. Transfers of Stock. Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, it shall be the duty of the Corporation to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books.

Section 33. Closing of Transfer Books. The board of directors may fix, in advance, a date as the record date for the purpose of determining stockholders entitled to notice of, or to vote at, any meeting of stockholders, or stockholders entitled to receive payment of any dividend or the allotment of any rights, or in order to make a determination of stockholders for any other proper purpose. Such date, in any case, shall be not more than seventy days, and in case of a meeting of stockholders not less than ten days, prior to the date on which the particular action requiring such determination of stockholders is to be taken. In lieu of fixing a record date, the board of directors may provide that the stock transfer books shall be closed for a stated period but not to exceed, in any case, twenty days. If the stock transfer books are closed for the purpose of determining stockholders entitled to notice of or to vote at a meeting of stockholders, such books shall be closed for at least ten days immediately preceding such meeting.

Section 34. Registered Stockholders. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Virginia.

ARTICLE VI

GENERAL PROVISIONS

Section 35. Dividends.

35.1 Dividends upon the capital stock of the Corporation, subject to the provisions, if any, of the articles of incorporation may be declared by the board of directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property, or in its own shares, subject to the provisions of the statute and of the articles of incorporation.

35.2 Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for such other purpose as the directors shall think conducive to the interests of the Corporation, and the directors may modify or abolish any such reserve in the manner in which it was created.

Section 36. Annual Statement. The president or a vice-president or the treasurer shall prepare or cause to be prepared annually a full and correct statement of the affairs of the Corporation, including a balance sheet and a financial statement of operations for the preceding fiscal year, which shall be submitted at the annual meeting and shall be filed within twenty days thereafter at the principal office of the Corporation in the Commonwealth of Virginia.

Section 37. Checks. All checks, drafts, and orders for the payment of money, notes and other evidences of indebtedness, issued in the name of the Corporation shall be signed by such officer or officers as the board of directors may from time to time designate.

Section 38. Fiscal Year. The fiscal year of the Corporation shall be fixed by a resolution of the board of directors.

Section 39. Seal. The Board of Directors shall have authority to adopt a corporate seal.

Section 40. Stock Ledger. The Corporation shall maintain at its office in the Commonwealth of Virginia an original stock ledger containing the names and addresses of all stockholders and the number of shares of each class held by each stockholder. Such stock ledger may be in written form or any other form capable of being converted into written form within a reasonable time for visual inspection.

Section 41. Indemnification.

41.1 The Corporation shall indemnify and advance expenses to any person made a party to any proceeding by reason of service to the Corporation to the fullest extent allowed under the laws of the Commonwealth of Virginia.

41.2 The indemnification provided by this paragraph shall not be deemed exclusive of any other rights to which a person may be entitled under any agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding the office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and inure to the benefit of the heirs, executors and administrators of the person.

41.3 The Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee or agent of another corporation, partnership, joint venture, trust, other enterprise or employee benefit plan against any liability asserted against him and incurred by him in any such capacity, or arising out of his position, whether or not the Corporation would have the power to indemnify him against the liability under the provisions of this paragraph.

41.4 Any indemnification of, or advance of expenses to a director, if arising out of an action, suit or proceeding by or in the right of the Corporation, shall be reported in writing to the stockholders with the notice of the next stockholders' meeting or prior to the meeting.

Section 42. Amendments.

4 2.1 The board of directors shall have the power, at any regular meeting or at any special meeting if notice thereof be included in the notice of such special meeting, to alter or repeal any bylaws of the Corporation and to make new bylaws, except that the board of directors shall not alter or repeal any bylaws made by the stockholders.

4 2.2 The stockholders shall have the power, at any annual meeting or at any special meeting if notice thereof be included in the notice of such special meeting, to alter or repeal any bylaws of the Corporation and to make new bylaws.

Section 43. Sole Stockholders and Directors.

4 3.1 At any time that there shall be only one stockholder of the Corporation, all references herein to the stockholders of the Corporation shall refer to its sole stockholder. For purposes of this Section, any stock held jointly with rights of survivorship by two or more individuals shall be deemed to be held by one stockholder; and any stock held by two or more individuals as tenants-in common shall be deemed to be held by such number of individuals each as stockholders.

4 3.2 At any time that, pursuant to the provisions hereof, there shall be only one director of the Corporation, all references herein to the directors or board of directors of the Corporation shall refer to its sole director.

BOWLING GREEN INN OF PENSACOLA, INC.

ACTION BY THE BOARD OF DIRECTORS
BY UNANIMOUS WRITTEN CONSENT WITHOUT A MEETING

The undersigned Michael W. Beavers and James E. Fay, being all of the Directors of Bowling Green Inn of Pensacola, Inc., a business corporation organized and existing under the laws of the Commonwealth of Virginia, do hereby consent to and adopt the following resolutions in writing and without a meeting in accordance with Section 13.1-685 of the Virginia Stock Corporation Act.

Resolution Pertaining to the Purchase of
Twelve Oaks, An Alcohol and Drug Recovery Center

WHEREAS, this Corporation is involved in the business of owning, operating and managing substance abuse treatment facilities; and

WHEREAS, this Corporation along with its parent company, Comprehensive Addiction Programs, Inc. ("CAP"), has negotiated with Healthcare International, Inc. ("HII") and Healthcare Pensacola, Inc. ("HPI") for the purchase of Twelve Oaks, An Alcohol and Drug Recovery Center ("Twelve Oaks"), located on Healthcare Avenue, Route 1 in Mary Esther, Florida; and

WHEREAS, in order to accomplish the acquisition of Twelve Oaks the appropriate officers of this Corporation must execute and deliver a Purchase and Sale Agreement (the "Agreement") by and between this Corporation and CAP, on the one hand, and HII and HPI, on the other hand; and

WHEREAS, the undersigned have considered and reviewed the draft Agreement; and

WHEREAS, the acquisition of Twelve Oaks would be in the best interests of this Corporation;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of this Corporation deems it to be in the best interests of the Corporation to execute and deliver the Agreement by and between the Corporation and CAP on the one hand, and HII and HPI, on the other hand; and

FURTHER RESOLVED, that the Agreement be and it hereby is approved in substantially the form (designated as Draft and dated June 15, 1988) presented to this Board of Directors, and that the President or any Vice President of this Corporation is hereby authorized and directed to execute and deliver the Agreement on behalf of this Corporation, with such modifications thereof, and

each of them hereby is authorized and directed to take all such further action and to execute and deliver all such further agreements, instruments and documents ("Related Documents") in the name and on behalf of this Corporation and under its corporate seal or otherwise as in their judgment shall be necessary or advisable in order to fully carry out the intent and accomplish the purposes of the foregoing resolutions; and

FURTHER RESOLVED, that the President or any Vice President of this Corporation is hereby authorized and directed to negotiate and make such changes to the Agreement and the Related Documents either or both of them deem necessary or desirable; and

FURTHER RESOLVED, that the Secretary or any Assistant Secretary of this Corporation is hereby authorized to affix and attest to the seal of this Corporation on any documents executed pursuant to the foregoing and to execute and deliver any other documents required from the Secretary in connection with the execution and delivery of the Agreement and Related Documents.

IN WITNESS WHEREOF, the undersigned have executed this action of the Board of Directors this 17th day of June, 1988.

DIRECTORS:

/s/ Michael W. Beavers
Michael W. Beavers

/s/ James E. Fay
James E. Fay

Exhibit 3.49

BOWLING GREEN INN OF SOUTH DAKOTA, INC.

ARTICLES OF INCORPORATION

The undersigned hereby forms a stock corporation under the provisions of Chapter 9 of Title 13.1 of the Code of Virginia and, to that end, sets forth the following:

FIRST: The name of the Corporation is Bowling Green Inn of South Dakota, Inc.

SECOND: The business objects and purposes for which the Corporation is organized are to transact any and all lawful business not required to be specifically stated in these Articles of Incorporation.

THIRD: The aggregate number of shares that the Corporation is authorized to issue is One Thousand (1000) shares of common stock having a par value per share of Ten Cents ($.10).

FOURTH: The post office address of the initial registered office, including street and number is 3975 University Drive, Suite 220, Fairfax, Virginia 22030.

FIFTH: The initial registered office is located in the City of Fairfax.

SIXTH: The name of its initial registered agent is James M. Sack, who is a resident of Virginia, a member of the Virginia State Bar, and whose business office is identical with the registered office.

SEVENTH: The names and addresses of the initial directors are as follows:

Name	Address
Michael W. Beavers	8000 Towers Crescent Drive Suite 1340 Vienna, Virginia 22180
James E. Fay	8000 Towers Crescent Drive Suite 1340 Vienna, Virginia 22180

Dated: June 20, 1988

/s/ Lowell D. Turnbull
Lowell D. Turnbull, Incorporator

323552

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION
June 24, 1988

CERTIFICATE OF INCORPORATION

The State Corporation Commission has found the accompanying articles submitted on behalf of

Bowling Green Inn of South Dakota, Inc.

to comply with the requirements of law, and confirms payment of all related fees.

Therefore, it is ordered that this

CERTIFICATE OF INCORPORATION

be issued, and admitted to record with the articles in this office of the Commission, effective June 24, 1988.

This order and its accompanying articles will be forwarded for filing in the office of the Clerk of the Circuit Court of (Filed in Fairfax Co.) following admission to the records of the Commission.

STATE CORPORATION COMMISSION

By /s/ Elizabeth B. Lacy
Commissioner

Court Number: 303

01519NEW

Exhibit 3.50

BOWLING GREEN INN OF SOUTH DAKOTA, INC.

* * * * * * *

BYLAWS

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ARTICLE I

OFFICES

Section 1. Principal Office. The principal office shall be at 8000 Towers Crescent Drive, Suite 1340, Vienna, Virginia 22180.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and without the Commonwealth of Virginia as the board of directors may from time to time determine or the business of the Corporation may require.

ARTICLE II

STOCKHOLDERS

Section 3. Place of Meetings. All meetings of stockholders shall be held at the office of the Corporation in Vienna, Virginia, or at such other place within the United States as may be designated by the board of directors from time to time.

Section 4. Annual Meetings. Annual meetings of stockholders shall be held at 10:00 a.m. on a day and at a place as may be determined by the board of directors, at which the stockholders shall elect a board of directors and may transact such other business as may properly be brought before the meeting. Any business of the Corporation may be transacted at the annual meeting without being specially designated in the notice, except such business as is specifically required by statute to be stated in the notice.

Section 5. Special Meetings of Stockholders.

5.1 Special meetings of the stockholders may be called by the board of directors or by the President at any time in the interval between annual meetings.

5.2 Except as otherwise provided by law, special meetings of stockholders shall be called by the Secretary upon the written request of the holders of shares entitled to not less than twenty percent of all the votes entitled to be cast at such meeting. Such request shall state the purpose or purposes of such meeting and the matters proposed to be acted on thereat.

The Secretary shall inform such stockholders of the reasonably estimated cost of preparing and mailing a notice of the meeting, and upon payment to the Corporation of such costs the Secretary shall give notice stating the purpose or purposes of the meeting to all stockholders entitled to notice of such meeting.

5.3 Not less than ten nor more than sixty (unless otherwise required by Section 13.1-658A of the Virginia Stock Corporation Act) days before the date of every stockholders' meeting, the Secretary shall give to each stockholder, if any, entitled to vote at such meeting, and to each stockholder, if any, not entitled to vote who is entitled to notice, written or printed notice stating the time and place of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, either by mail or by presenting it to him personally or by leaving it at his residence or usual place of business. If mailed, such notice shall be deemed to be given when deposited in the United States mail addressed to the stockholder at his post-office address as it appears on the records of the Corporation, with postage thereon prepaid.

5.4 Business transacted at any special meeting of the stockholders shall be limited to the purposes stated in the notice.

Section 6. Quorum and Action.

6.1 At any meeting of stockholders the presence in person or by proxy of stockholders entitled to cast a majority of the votes thereat shall constitute a quorum; but this section shall not affect any requirement under the statute or under the charter for the vote necessary for the adoption of any measure. If however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified.

6.2 A majority of the votes cast at a meeting of stockholders, duly called and at which a quorum is present, shall be sufficient to take or authorize action upon any matter which may properly come before the meeting, unless more than a majority of the votes cast is required by statute or by the charter.

Section 7. Voting. Each outstanding share of stock having voting power shall be entitled to one vote on each matter submitted to a vote at a meeting of stockholders; but no share shall be entitled to vote if any installment payable thereon is overdue and unpaid. A stockholder may vote the shares owned of record by him either in person or by proxy executed in writing by the stockholder or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven months from its date, unless otherwise provided in the proxy. At all meetings of stockholders, unless the voting is conducted by inspectors, all questions relating to the qualification of voters and the validity of proxies and the acceptance or rejection of votes shall be decided by the chairman of the meeting.

Section 8. Action by Written Consent. Any action required or permitted to be taken at any meeting of stockholders may be taken without a meeting, if a consent in writing, setting forth such action, is signed by all the stockholders entitled to vote on the subject matter thereof and any other stockholders entitled to notice of a meeting of stockholders (but not to vote thereat) have waived in writing any rights which they may have to dissent from such action, and such consent and waiver are filed with the records of the Corporation.

ARTICLE III

DIRECTORS

Section 9. Number. The number of directors of the Corporation shall be a minimum of one. The number of directors may be increased or decreased from time to time by amendment to these bylaws. For purposes of this Section, any stock held jointly with rights of survivorship by two or more individuals shall be deemed to be held by one stockholder; and any stock held by two or more individuals as tenants-in common shall be deemed to be held by such number of individuals each as stockholders. At the first annual meeting of stockholders and at each annual meeting thereafter, the stockholders shall elect the directors to hold office until the next annual meeting or until their successors are elected and qualify. Directors need not be stockholders in the Corporation.

Section 10. Vacancy. Any vacancy occurring in the board of directors for any cause other than by reason of an increase in the number of directors may be filled by a majority of the remaining members of the board of directors, although such majority is less than a quorum; or, in lieu thereof, by the unanimous consent of the stockholders. Any vacancy occurring by reason of an increase in the number of directors may be filled by

action of a majority of the entire board of directors. A director elected by the board of directors to fill a vacancy shall be elected to hold office until the next annual meeting of stockholders or until his successor is elected and qualifies.

Section 11. Powers. The business and affairs of the Corporation shall be managed under the direction of the board of directors, which may exercise all of the powers of the Corporation, except such as are by law or by the charter or by these bylaws conferred upon or reserved to the stockholders.

Section 12. Removal. At any meeting of stockholders, duly called and at which a quorum is present, the stockholders may, by the affirmative vote of the holders of a majority of the votes entitled to be cast thereon, remove any director or directors from office and may elect a successor or successors to fill any resulting vacancies for the unexpired terms of removed directors.

Section 13. Meetings.

13.1 Meetings of the board of directors, regular or special, may be held in person or by telephone at any place within or without the Commonwealth of Virginia as the board may from time to time determine.

13.2 The first meeting of each newly elected board of directors shall be held at such time and place as shall be fixed by the vote of the stockholders at the annual meeting, and no notice of such meeting to the newly elected directors shall be necessary in order legally to constitute the meeting, provided a quorum shall be present. In the event of the failure of the stockholders to fix the time or place of such first meeting of the newly elected board of directors, or in the event such meeting is not held at the time and place so fixed by the stockholders, the meeting may be held at such time and place as shall be specified in a notice given as hereinafter provided for special meetings of the board of directors, or as shall be specified in a written waiver signed by all of the directors.

13.3 Regular meetings of the board of directors may be held without notice at such time and place as shall from time to time be determined by the board of directors.

13.4 Special meetings of the board of directors may be called at any time by the board of directors or the executive committee, if one be constituted, by vote at a meeting, or by the president or by a majority of the directors or a majority of the members of the executive committee in writing

with or without a meeting. Special meetings may be held at such place or places within or without the Commonwealth of Virginia as may be designated from time to time by the board of directors; in the absence of such designation such meetings shall be held at such places as may be designated in the call.

Section 14. Notice. Notice of the place and time of every special meeting of the board of directors shall be served on each director or sent to him by telegraph or by mail, or by leaving the same at his residence or usual place of business at least five days before the date of the meeting. If mailed, such notice shall be deemed to be given when deposited in the United States mail addressed to the director at his post-office address as it appears on the records of the Corporation, with postage thereon prepaid.

Section 15. Quorum. At all meetings of the board a majority of the entire board of directors shall constitute a quorum for the transaction of business and the action of a majority of the directors present at any meeting at which a quorum is present shall be the action of the board of directors unless the concurrence of a greater proportion is required for such action by statute, the articles of incorporation or these bylaws. If a quorum shall not be present at any meeting of directors, the directors present thereat may by a majority vote adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 16. Action Taken By Written Consent. Any action required or permitted to be taken at any meeting of the board of directors or of any committee thereof may be taken without a meeting, if a written consent to such action is signed by all members of the board or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the board or committee.

Section 17. Committees.

17.1 The board of directors may appoint, from among its members, an executive committee and other committees composed of two or more directors, and may delegate to such committees, in the intervals between meetings of the board of directors, any or all of the powers of the board of directors in the management of the business and affairs of the Corporation, except the power to declare dividends, to issue stock, to recommend to stockholders any action requiring stockholders' approval, to amend the bylaws or to approve any merger or share exchange which does not require stockholder approval. In the absence of any member of any such committee, the members thereof

present at any meeting, whether or not they constitute a quorum, may appoint a member of the board of directors to act in the place of such absent member.

17.2 The committees shall keep minutes of their proceedings and shall report the same to the board of directors upon request, and any action by the committees shall be subject to revision and alteration by the board of directors, provided that no rights of third persons shall be affected by any such revision or alteration.

Section 18. Compensation. Directors, as such, shall not receive any stated salary for their services but, by resolution of the board, a fixed sum, and expenses of attendance if any, may be allowed to directors for attendance at each regular or special meeting of the board of directors, or of any committee thereof, but nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity and receiving compensation therefor.

ARTICLE IV

OFFICERS

Section 19. Executive Officers. The officers of the Corporation shall be chosen by the board of directors and shall be, at a minimum, a president and a secretary. The board of directors may also choose a chairman of the board from among the directors, one or more vice-presidents, and one or more assistant secretaries and assistant treasurers. Two or more offices, except those of president and vice-president, may be held by the same person but no officer shall execute, acknowledge or verify any instrument in more than one capacity, if such instrument is required by law, the charter or these bylaws to be executed, acknowledged or verified by two or more officers.

Section 20. Selection. The board of directors at its first meeting after each annual meeting of stockholders shall choose a president, a secretary and a treasurer, none of whom need be a member of the board.

Section 21. Other Officers. The board of directors may appoint such other officers and agents as it shall deem necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the board.

Section 22. Salaries. The salaries of all officers and agents of the Corporation shall be fixed by the board of directors.

Section 23. Term. The officers of the Corporation shall serve until their successors are chosen and qualify. Any officer or agent may be removed by the board of directors whenever, in its judgment, the best interests of the Corporation will be served thereby, but such removal shall be without prejudice to the contractual rights, if any, of the person so removed. If any office becomes vacant for any reason, the vacancy shall be filled by the board of directors.

Section 24. The President.

24.1 The president shall be the chief executive officer of the Corporation; he or she shall preside at all meetings of the stockholders and directors, shall have general and active management of the business of the Corporation, and shall see that all orders and resolutions of the board are carried into effect.

24.2 The president shall execute in the corporate name all authorized deeds, mortgages, bonds, contracts or other instruments requiring a seal, under the seal of the Corporation, except in cases in which the signing or execution thereof shall be expressly delegated by the board of directors to some other officer or agent of the Corporation.

Section 25. Vice-Presidents. The vice-president, if one is elected, or if there shall be more than one, the vice-presidents in the order determined by the board of directors, shall, in the absence or disability of the president, perform the duties and exercise the powers of the president, and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

Section 26. The Secretary and Assistant Secretaries.

26.1 The secretary shall attend all meetings of the board of directors and all meetings of the stockholders and record all the proceedings of the meetings of the Corporation and of the board of directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He or she shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the board of directors, and shall perform such other duties as may be prescribed by the board of directors or president, under whose supervision he shall be. He or she shall keep in safe custody

the seal of the Corporation and, when authorized by the board of directors, affix the same to any instrument requiring it and, when so affixed, it shall be attested by his or her signature or by the signature of an assistant secretary.

26.2 The assistant secretary, or if there be more than one, the assistant secretaries in the order determined by the board of directors, shall, in the absence or disability of the secretary, perform the duties and exercise the powers of the secretary and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

Section 27. The Treasurer and Assistant Treasurers.

27.1 The treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the board of directors.

27.2 The treasurer shall disburse the funds of the Corporation as may be ordered by the board of directors, taking proper vouchers for such disbursements, and shall render to the president and the board of directors, at its regular meetings, or when the board of directors so requires an account of all his transactions as treasurer and of the financial condition of the Corporation.

27.3 If required by the board of directors, the treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the board for the faithful performance of the duties of his or her office and for the restoration to the Corporation, in case of his or her death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his or her possession or under his or her control belonging to the Corporation.

27.4 The assistant treasurer, if one is appointed, or if there shall be more than one, the assistant treasurers in the order determined by the board of directors, shall, in the absence or disability of the treasurer, perform the duties and exercise the powers of the treasurer and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

ARTICLE V

CAPITAL STOCK

Section 28. Capital Stock. Each stockholder shall be entitled to a certificate or certificates which shall represent and certify the number and kind and class of shares owned by him or her in the Corporation. Each certificate shall be signed by the president or a vice-president and countersigned by the secretary or an assistant secretary or the treasurer or an assistant treasurer and may be sealed with the corporate seal.

Section 29. Signatures and Transfer. The signatures may be either manual or facsimile signatures and the seal may be either facsimile or any other form of seal. In case any officer who has signed any certificate ceases to be an officer of the Corporation before the certificate is issued, the certificate may nevertheless be issued by the Corporation with the same effect as if the officer had not ceased to be such officer as of the date of its issue. Every certificate representing stock issued by a Corporation which is authorized to issue stock of more than one class shall set forth upon the face or back of the certificate, a full statement or summary of the designations, preferences, limitations, and relative rights of the shares of each class authorized to be issued and, if the Corporation is authorized to issue any preferred or special class in series, the variations in the relative rights and preferences between the shares of each such series so far as the same have been fixed and determined and the authority of the board of directors to fix and determine the relative rights and preferences of subsequent series. A summary of such information included in a registration statement permitted to become effective under the Federal Securities Act of 193 3, as now or hereafter amended, shall be an acceptable summary for the purposes of this section. In lieu of such full statement or summary, there may be set forth upon the face or back of the certificate a statement that the Corporation will furnish to any stockholder upon request and without charge, a full statement of such information. Every certificate representing shares which are restricted or limited as to transferability by the Corporation issuing such shares shall either (i) set forth upon the face or back of the certificate a full statement of such restriction or limitation or (ii) state that the Corporation will furnish such a statement upon request and without charge to any holder of such shares. No certificate shall be issued for any share of stock until such share is fully paid.

Section 30. Notices.

30.1 Notices to directors and stockholders shall be in writing and delivered personally or mailed to the directors or stockholders at their addresses appearing on the books of the Corporation. Notice by mail shall be deemed to be given at the time when the same shall be mailed. In the case of stockholders' meetings the notice may be left at the stockholder's residence or usual place of business. Notice to directors may also be given by telegram.

30.2 Whenever any notice of the time, place or purpose of any meeting of stockholders, directors or any committee is required to be given under the provisions of the statute or under the provisions of the charter or these bylaws, a waiver thereof in writing, signed by the person or persons entitled to such notice and filed with the records of the meeting, whether before or after the holding thereof, or actual attendance at the meeting of stockholders in person or by proxy, or at the meeting of directors or committee in person or by telephone, shall be deemed equivalent to the giving of such notice to such persons.

Section 31. Lost Certificates. The board of directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the Corporation alleged to have been stolen, lost or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be stolen, lost or destroyed. When authorizing such issue of a new certificate or certificates, the board of directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such stolen, lost or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as it shall require and to give the Corporation a bond, with sufficient surety, to the Corporation to indemnify it against any loss or claim which may arise by reason of the issuance of a new certificate.

Section 32. Transfers of Stock. Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, it shall be the duty of the Corporation to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books.

Section 33. Closing of Transfer Books. The board of directors may fix, in advance, a date as the record date for the purpose of determining stockholders entitled to notice of, or to vote at, any meeting of stockholders, or stockholders entitled to receive payment of any dividend or the allotment of any rights, or in order to make a determination of stockholders for any other proper purpose. Such date, in any case, shall be not more than seventy days, and in case of a meeting of stockholders not less than ten days, prior to the date on which the particular action requiring such determination of stockholders is to be taken. In lieu of fixing a record date, the board of directors may provide that the stock transfer books shall be closed for a stated period but not to exceed, in any case, twenty days. If the stock transfer books are closed for the purpose of determining stockholders entitled to notice of or to vote at a meeting of stockholders, such books shall be closed for at least ten days immediately preceding such meeting.

Section 34. Registered Stockholders. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Virginia.

ARTICLE VI

GENERAL PROVISIONS

Section 35. Dividends.

35.1 Dividends upon the capital stock of the Corporation, subject to the provisions, if any, of the articles of incorporation may be declared by the board of directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property, or in its own shares, subject to the provisions of the statute and of the articles of incorporation.

35.2 Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for such other purpose as the directors shall think conducive to the interests of the Corporation, and the directors may modify or abolish any such reserve in the manner in which it was created.

Section 36. Annual Statement. The president or a vice-president or the treasurer shall prepare or cause to be prepared annually a full and correct statement of the affairs of the Corporation, including a balance sheet and a financial statement of operations for the preceding fiscal year, which shall be submitted at the annual meeting and shall be filed within twenty days thereafter at the principal office of the Corporation in the Commonwealth of Virginia.

Section 37. Checks. All checks, drafts, and orders for the payment of money, notes and other evidences of indebtedness, issued in the name of the Corporation shall be signed by such officer or officers as the board of directors may from time to time designate.

Section 38. Fiscal Year. The fiscal year of the Corporation shall be fixed by a resolution of the board of directors.

Section 39. Seal. The Board of Directors shall have authority to adopt a corporate seal.

Section 40. Stock Ledger. The Corporation shall maintain at its office in the Commonwealth of Virginia an original stock ledger containing the names and addresses of all stockholders and the number of shares of each class held by each stockholder. Such stock ledger may be in written form or any other form capable of being converted into written form within a reasonable time for visual inspection.

Section 41. Indemnification.

41.1 The Corporation shall indemnify and advance expenses to any person made a party to any proceeding by reason of service to the Corporation to the fullest extent allowed under the laws of the Commonwealth of Virginia.

41.2 The indemnification provided by this paragraph shall not be deemed exclusive of any other rights to which a person may be entitled under any agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding the office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and inure to the benefit of the heirs, executors and administrators of the person.

41.3 The Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee or agent of another corporation, partnership, joint venture, trust, other enterprise or employee benefit plan against any liability asserted against him and incurred by him in any such capacity, or arising out of his position, whether or not the Corporation would have the power to indemnify him against the liability under the provisions of this paragraph.

41.4 Any indemnification of, or advance of expenses to a director, if arising out of an action, suit or proceeding by or in the right of the Corporation, shall be reported in writing to the stockholders with the notice of the next stockholders' meeting or prior to the meeting.

Section 42. Amendments.

42.1 The board of directors shall have the power, at any regular meeting or at any special meeting if notice thereof be included in the notice of such special meeting, to alter or repeal any bylaws of the Corporation and to make new bylaws, except that the board of directors shall not alter or repeal any bylaws made by the stockholders.

42.2 The stockholders shall have the power, at any annual meeting or at any special meeting if notice thereof be included in the notice of such special meeting, to alter or repeal any bylaws of the Corporation and to make new bylaws.

Section 43. Sole Stockholders and Directors.

43.1 At any time that there shall be only one stockholder of the Corporation, all references herein to the stockholders of the Corporation shall refer to its sole stockholder. For purposes of this Section, any stock held jointly with rights of survivorship by two or more individuals shall be deemed to be held by one stockholder; and any stock held by two or more individuals as tenants-in common shall be deemed to be held by such number of individuals each as stockholders.

43.2 At any time that, pursuant to the provisions hereof, there shall be only one director of the Corporation, all references herein to the directors or board of directors of the Corporation shall refer to its sole director.

Exhibit 3.51

PARTNERSHIP AGREEMENT
OF
CALIFORNIA TREATMENT SERVICES
a California partnership

This Partnership Agreement (hereinafter referred to as "Agreement") is entered into and effective as of December 27, 1988 , by and between California Treatment Services (B) , Inc. a California corporation (hereinafter referred to as "B"), California Treatment Services (J), inc. a California corporation (hereinafter referred to as "J"), P.A.S. Defined Benefit Pension Plan, (hereinafter referred to as "P.A.S."), and Joyce Howerton Revocable Trust No. 1, (hereinafter referred to as " J.H.R.T. No. 1") hereinafter collectively referred to as "Partners".

1. New Partnership. The Partners desire to form a general partnership pursuant to Chapter 1 of Title 2 of the California Corporations Code upon the terms, agreements and conditions hereinafter set forth.

2. Name of Partnership. The name of the Partnership shall be "CaliforniaTreatment Services." The Partnership shall record with the Office of the Recorder of the County of San Diego and with such other and further Counties in which the Partnership shall engage in any business activity, a Statement of Partnership, setting forth the names of the Partners, and stating that the signatures of B and J are required to bind the Partnership and to convey any Partnership property, real or personal. The Partnership shall sign and cause to be filed in any County deemed necessary for the furtherance of the Partnership's activities, an appropriate Fictitious Business Name Statement.

3. Place of Business. The Partnership's principal place of business shall be 1665 East Fourth Street, Suite 211, Santa Ana, California 92701. Such principal place of business may be changed from time to time, and such other and further place of business may be established with actions taken in accordance with the provisions of this Agreement that govern management of the Partnership's business affairs.

4. Term of Partnership. The Partnership shall commence as of the date of this Agreement and shall continue until this Agreement is dissolved as provided herein.

5. Purpose of Partnership. The purpose of the Partnership is to engage in the business of owning and operating clinics (hereinafter referred to as "clinic") providing alcohol and drug rehabilitation treatment and ancillary medical services in the County of San Diego.

6. Capital Contributions.

(a) Initial Contributions. Each Partner's initial capital contribution shall consist of the assets listed in Exhibit A attached hereto and incorporated herein by this reference. Concurrent with the execution of this Agreement, the Partners shall convey such assets to the Partnership.

(b) Withdrawal of Contributions. Except as otherwise herein provided, no portion of the Partnership capital may be withdrawn by a Partner at any time without the written consent of the other Partners.

(c) Interest on Contributions. No Partner shall be entitled to interest on its contribution to the capital of the Partnership.

(d) Allocation of Partnership Interests. Each of the Partners herein is hereby allocated the following respective interests in the Partnership (hereinafter referred to as “Partnership Interest”);

Partner	Interest
B	49%
J	49%
P.A.S.	1%
J.H.R.T. No. 1	1%

7. Additional Capital Contributions.

(a) It is anticipated that the business of the Partnership, and the development of the business opportunities selected by the Partnership, may require additional capital contributions by the Partners. Unless otherwise agreed to, said additional capital contributions as required, shall be made in cash and at such time and in such amounts as is agreed by all of the Partners. No Partner shall be allowed to make an additional capital contribution without the written consent of the other Partners.

(b) If the Partners agree to unequal capital contributions, their respective Partnership Interests shall be adjusted to reflect each Partner’s different level of investment in the Partnership; provided, however, that to the extent that such additional capital contributions are linked to concurrent increases in Partnership liabilities, each Partner’s Partnership Interest may be increased to reflect this assumption of liabilities.

8. Profits and Losses. The net profits and net losses of the Partnership, and for tax purposes each item of income, gain, loss, deduction or credit, shall be allocated to the Partners in proportion to their respective Partnership Interests. As used herein “net profits” and “net losses” shall be computed in accordance with the same method of accounting consistently applied, and on the same basis as that used, in the preparation of the Partnership’s information tax return for Federal income tax purposes.

9. Partnership Accounting.

(a) Accounting Method. The Partnership shall keep its accounting records and shall report its income for income tax purposes on a calendar year basis and according to the cash method of accounting. The accounting for Partnership purposes shall be in accordance with generally accepted accounting principles applied in a consistent manner.

(b) Books and Records. The accounting and other records of the Partnership shall be maintained at the principal place of business of the Partnership or at such other place as may be designated in writing by the Partners, and shall be available for inspection by the Partners at all reasonable times during normal business hours.

(c) Capital Accounts. An individual capital account shall be maintained for each Partner. Each Partner’s capital

account shall consist of its capital contributions increased by its share of Partnership profits, decreased by any distributions to such Partner, and decreased further by its share of Partnership losses. A debit balance in a Partner's capital account, whether by virtue of withdrawals in excess of its respective share of Partnership profits or by charging such Partner for its share of Partnership losses, shall constitute an obligation of such Partner to the Partnership.

(d) Financial Statements. A balance sheet of the Partnership at the end of each fiscal year, together with a statement of earnings for the twelve (12) months then ended, shall be prepared by the Partners or by the Partnership's independent public accountants at the end of each fiscal year, and copies thereof, together with copies of the proposed federal and California informational tax returns for the partnership for such year, shall be furnished to each Partner within a reasonable time following the end of each such year.

10. Bank Accounts. All funds of the Partnership shall be deposited in the name of the Partnership in an account in such bank as shall be determined by the Partners, and all withdrawals or disbursements from said account shall be made by check drawn in the Partnership's name upon such account and signed on behalf of the Partnership by any Partner subject to the restrictions contained in Paragraph 11(c) of this Agreement.

11. Duties and Management.

(a) Duties. In accordance with the provisions of this Agreement, the Partners shall devote such time to the Partnership as shall be necessary to conduct the Partnership's business and to operate and manage the Partnership in a reasonably efficient manner.

(b) Management. No act shall be taken, or sum expended, or obligation incurred by the Partnership within the scope of a major decision as defined below except with the consent of both Partners holding a forty-nine percent (49%) interest in the Partnership. A "major decision" shall be defined as follows:

(1) Acquisition or establishment of any clinic or and interest therein;

(2) Terms and conditions of financing of the Partnership's operations and acquisitions;

(3) Establishment of or participation in a joint venture or partnership with third parties;

(4) The sale, assignment, hypothecation, encumbrance, pledge, transfer, and/or conveyance, voluntarily or involuntarily, of all or of any portion of any asset of the Partnership;

(5) Incurring any obligations in excess of Thirty Thousand Dollars ($30,000.00) or borrowing money in excess of Thirty Thousand Dollars ($30,000.00) in the name or on the credit of the Partnership;

(6) Determination of whether or not distributions of income or capital should be made to the Partners, when they should be made, and in what amounts;

(7) Loan any Partnership funds;

(8) Cause the Partnership to become bailee, surety, or endorser for any third person or entity;

(9) Enter into any contract, lease, agreement, or other arrangement on behalf of the Partnership with any party or entity related to or affiliated with any Partner or with respect to which any Partner is affiliated or has an interest in, directly or indirectly;

(10) Assign the Partnership's property in trust for the benefit of creditors;

(11) Do any other act which would make it impossible to carry on the ordinary business of the Partnership;

(12) Confess a judgment;

(13) Submit a Partnership claim or liability to arbitration or reference; or

(14) Make distributions of Partnership profits or reimbursements to a Partner.

(c) Each Partner shall have a voice in the management and conduct of the partnership business in proportion to its Partnership interest. No major decision shall be made in contravention of this Agreement without the agreement of both Partners holding a forty-nine percent (49%) interest in the Partnership. Each Partner, on behalf of the Partnership, shall have the authority to execute checks up to the amount of $. Check in excess of $ will require the signature of two Partners.

12. Duties of J and J.H.R.T. No. 1. The duties to be performed primarily by J and J.H.R.T. No. 1 under this Agreement include, but are not limited to, the following:

(a) Aiding the Partnership in the formulation of operating procedures, systems analysis, and financial controls for the clinics operated by the Partnership;

(b) Aiding the Partnership in the regular bookkeeping activities relevant to the operation of said clinics;

(c) Aiding the Partnership in the preparation of statements and reports on the financial condition of the institutions operated by the Partnership;

(d) Assisting the Partnership in the preparation of budget statements and other information required to be submitted to government bodies under federal or state legislation relating to maintenance and operation of methadone maintenance or detoxification clinics;

(e) Assisting the Partnership in filing the necessary reports required in order to maintain all licenses and governmental approvals for the services offered by the Partnership;

(f) Consulting with the Partnership with respect to the general maintenance and operation of the Partnership's methadone maintenance and methadone detoxification clinics, and advising the Partnership and preparing proposals regarding changes or expansion of such facilities;

(g) Coordinating with the Partnership's accountants regarding the preparation of tax returns, annual financial statements and similar documents;

(h) Setting of salaries and fringe benefits of personnel;

(i) Decisions relating to the hiring and firing of personnel and the establishment of salaries and fringe benefits of personnel;

(j) Designing and supervising medical billing and collections;

(k) Maintaining bank records and reconciliation of income and disbursements; and

(1) Designing and maintaining professional methadone records that comply with all federal, state and local laws, inventory of methadone, daily reports and related record keeping in an orderly and professional manner.

13. Duties of B and P.A.S. The duties to be performed primarily by B and P.A.S. under this Agreement include, but are not limited to, the following:

(a) Establishment of salaries and fringe benefits of personnel;

(b) The making of recommendations to the Partnership relative to the hiring and firing of personnel;

(c) The determination and establishment of staffing patterns for the Partnership;

(d) The establishment, implementation, and maintenance of management and operational policies and procedures;

(e) The purchasing from purveyors and suppliers such supplies and other office goods and services as the Partnership deems appropriate;

(f) Supervision of all licenses and governmental approvals required for the operation of the Partnership are valid and proper;

(g) Supervision of personnel and maintenance procedures to provide patient care;

(h) Supervision of the Partnership's counseling program;

(i) Maintenance of contact with federal and state agencies responsible for the supervision of methadone maintenance and methadone detoxification programs; and

(j) Establishment and maintenance of adequate procedures to provide security for the protection of methadone located at the Partnership's place of business.

14. Distribution of Surplus Funds. The Partnership shall, from time to time, distribute to the Partners such surplus cash available for distribution as both Partners holding a forty-nine percent (49%) interest in the Partnership shall agree. Distributions shall be to the Partners in proportion to their respective Partnership Interests. Surplus funds shall be deemed available for the purpose of distribution after reasonable provision has been made for operating expenses, contingencies, and amortization of debt, if any.

15. Indemnity. Each Partner hereby agrees to indemnify and save harmless the Partnership and the other Partners from and against any loss or liability in any way arising out of any breach

by such Partner of this Agreement, or of any liability imposed upon the Partnership or the other Partner by reason of any acts of such Partner in violation of the terms hereof, or which are not authorized hereby. In the event that the Partnership is made a party to any obligation or otherwise incurs any losses or expenses as a result of or in connection with personal obligations or liabilities of any Partner unconnected with Partnership business, such Partner shall indemnify and reimburse the Partnership for all such expenses incurred, including attorney's fees incurred with attorneys of the Partnership's choice, and the capital account or interest of such Partner in this Partnership may be charged therefor.

16. Restrictions on Transfer. To accomplish the purposes of this agreement, any transfer, sale, assignment, hypothecation, encumbrance or alienation of any Partner's interest in the Partnership other than according to the terms of this agreement is void and transfers no right, title or interest in or to said shares, or any of them, to the purported transferee, buyer, assignee, or encumbrance holder.

17. Legend on Share Certificates. Each of the corporate Partners agrees that the certificates representing the shares of stock of the Corporation shall have stamped on it in a prominent manner the following legend:

"The transfer, sale, assignment, hypothecation, encumbrance, or alienation of the shares represented by this certificate is restricted by a Partnership Agreement effective Hay 1st, 1987. A copy of the Partnership Agreement is available for inspection during the normal business hours at 1665 East Fourth Street, Suite 211, Santa Ana, California. All the terms and provisions of the

Partnership Agreement, to the extent that such provisions shall deal with the sale, transfer, assignment, hypothecation, encumbrance or alienation of shares, are hereby incorporated by reference and hereby made a part of this certificate."

18. Purchase and Sale of Partnership Interests Upon the Death or Disablement of Robert Kahn and Joyce Howerton.

(a) Upon the death of Robert Kahn or upon his total disability, as defined herein, J and J.H.R.T. No. 1 shall purchase, in proportion to their Partnership ownership, and B and P.A.S. shall sell the entirety of their Partnership Interests for the price and upon the terms and conditions specified in this Agreement.

(b) Upon the death of Joyce Howerton or upon her total disability, as defined herein, B and P.A.S. shall purchase, in proportion to their Partnership ownership, and J and J.H.R.T. No. 1 shall sell the entirety of their Partnership Interests for the price and upon the terms and conditions specified in this agreement.

19. Purchase of Insurance. In order to assure that all, or a substantial part of the purchase price for the Partnership Interest held by either B and P.A.S. or J and J.H.R.T. No. 1 will be available at the time of the death or disablement of either ROBERT KAHN or JOYCE HOWERTON, the Partnership shall purchase life and disability insurance policies insuring the life and health of both ROBERT KAHN and JOYCE HOWERTON. The amount of each life and disability insurance policies shall be $1,000,000.00. Said disability policies will provide for a maximum disability period

of 24 months before the payment of a lump sum payment of $1,000,000.00). The obligation to purchase said policies of insurance shall be dependent on the Partnership's ability to purchase said policies of insurance at a policy premium not to exceed 125% of the insuring company's base premium for an insured of either ROBERT KAHN or JOYCE HOWERTON'S age.

20. Beneficiary and Owner of Policies. The Partnership shall be the sole owner of all policies issued subject to this Agreement, subject to the power of the Co-Trustees as provided for in this Agreement. So long as this Agreement is in effect, the Partnership agrees that it will maintain such insurance in full force and effect and pay all premiums falling due on all policies issued to it subject to this Agreement.

21. Collection and Payment of Insurance Proceeds. Upon the death of Robert Kahn and/or Joyce Howerton, the shall collect the proceeds of the policy or policies payable to it by reason of Robert Kahn and/or Joyce Howerton's death and pay the proceeds to B and P.A.S. in the event of Robert Kahn's death and to J and J.H.R.T. No. 1 in the event of Joyce Howerton's death as is necessary to purchase the Partnership Interests of B and P.A.S. or J and J.H.R.T. No. 1 at the price determined in Paragraph 27 of this Agreement.

22. Additional or Substituted Insurance. The partnership shall have the right to procure additional policies on the lives of Robert Kahn and Joyce Howerton, and make such policies subject to this Agreement. Such additional policies for this purpose shall

be owned by the Partnership and made payable to it. Other policies may be substituted for any policies made subject to this Agreement and any policies subject hereto may be withdrawn upon the written consent of all the parties to this Agreement.

23. Payment of Premiums. The Partnership shall pay as they become due and payable all premiums on the life insurance policies respectively procured by the Partnership pursuant to this Agreement and shall give proof of the payment of such premium to each Partner within twenty (20) days after its due date. If any premium on such policy is not paid by the Partnership within twenty (20) days after its due date, each of the Partners shall have the right to pay such premium and be reimbursed by the Partnership. The insurance company issuing any such policies is authorized and directed to furnish any Partner with any information it may request in writing pertaining to the status of such insurance or insurance policies.

24. Purchase of Partnership Interests on Total Disability of Robert Kahn or Joyce Howerton. Upon the total disability of Robert Kahn for a period of twenty-four (24) consecutive months, J and J.H.R.T. No. 1 will purchase the entirety of the Partnership interest of B and P.A.S., and upon the total disability of Joyce Howerton for a period of twenty-four (24) consecutive months, B and P.A.S. will purchase the Partnership interest of J and J.H.R.T. No. 1.

25. Purchase Price. The purchase price to be paid for the Partnership interest held by J and J.H.R.T. No. 1 and/or B and P.A.S. in the event of death or disability of Robert Kahn and/or Joyce Howerton shall be determined as set forth in the succeeding paragraphs.

26. Definition of Disability. Disability shall mean the inability of either Joyce Howerton or Robert Kahn to perform his or her normal duties for J or B, respectively, within and for the benefit of the Partnership for the period set forth in Paragraph 24, herein.

In the event the Partnership and the Partners are unable to agree on the existence of disability of Joyce Howerton or Robert Kahn, as defined herein, P.A.S. and B shall designate a physician and J and J.H.R.T. No. 1 shall designate a physician, in the manner provided for herein. In the event P.A.S. and B or J and J.H.R.T. No. 1 wish a determination that Robert Kahn or Joyce Howerton is disabled, as defined herein, P.A.S. and B or J and J.H.R.T. No. 1 shall give written notice of their intent to seek such determination to the Partnership and designate a physician. The remaining Partners shall then have thirty (30) days from receipt of such notice to designate their physician. The two designated physicians shall have thirty (30) days to arrive upon a mutually agreed upon physician who shall make the determination of disability. Such determination of disability shall be made within sixty (60) days of such third physician's selection. The physician making the determination of disability may employ such other physicians and specialists he or she sees fit in arriving at a determination of disability. Said physician's determination of the existence or non-existence of disability shall be binding on the

Partnership and its Partners for a period of twelve (12) months after said determination. In the event that the physicians selected by the Partners are unable to agree on a third physician within the time period provided for herein, the determination as to disability, as defined herein, shall be determined by arbitration in accordance with Paragraph 42 of this Agreement.

27. Determination of Purchase Price in the Event of Death or Total Disability. The purchase price of the Partnership interest to be sold under this Agreement in the event of death or total disability shall be its computed value, as hereinafter provided. The computed value of Partnership Interests shall be determined by the Partners. The valuation for each Partner's Partnership interest for the period from April 1, 1987 until March 31, 1988 shall be set at . Thereafter, the Partners of the Partnership shall meet prior to April 1 of each year to agree on a new computed value. The new computed value shall be effective April 1 of each year to the succeeding March 31 of the following year. Failure of the Partners of the Partnership to reach a new computed value by April 1 of any year shall result in the previous year's computed value being used as the value of the Partnership until March 31st of the succeeding year or until a new computed value has been agreed to by the Partners.

For purposes of establishing a computed value to establish the value of each Partner's Partnership interest in the event of death or disability, the date to be used as valuation shall be the date of death or the date of determination of disability as provided in Paragraph 26 herein.

28. Payment of Purchase Price in the Event of Death or Disability. The purchase price for the Partnership Interests of P.A.S. and B or J and J.H.R.T. No. 1 shall be determined as follows:

(a) On the death or disability of Joyce Howerton, B and P.A.S. will pay to J and J.H.R.T. No. 1 the computed value of the Partnership Interests belonging to J. and J.H.R.T. No. 1 as determined under the preceding paragraph.

(b) On the death or disability of Robert Kahn, J and J.H.R.T. No. 1 will pay to B and P.A.S. the computed value of the Partnership Interests belonging to B and P.A.S. as determined under the preceding paragraph.

In the event the insurance proceeds are more than the total purchase price to be paid for the Partnership Interest to be purchased by the remaining Partners, the remaining Partners will pay the departing Partner the full amount of said insurance.

In the event the amount of insurance proceeds accruing to the Partnership in the event of death or disability of Robert Kahn or of Joyce Howerton is less than the total purchase price to be paid for the Partnership Interest to be purchased by the remaining Partners, the purchasing Partners shall pay the amount of insurance proceeds received plus the balance of the purchase price after the death of Joyce Howerton or Robert Kahn or beginning twenty-four (24) months after adjudgment of disability of Joyce Howerton or Robert Kahn in 120 equally amortized monthly

installments. The unpaid balance of the purchase price shall be evidenced by a Promissory Note made by the remaining Partners to the order of either B and P.A.S. or J and J.H.R.T. No. 1 with interest on the unpaid balance at ten percent (10%) per annum until paid in full. The note shall provide that in the event of default, which shall be defined as the failure to pay any two installments due under said Note in a timely fashion, the Note shall become due and immediately payable. The Note shall be subject to prepayment in whole or in part at any time. The note shall be secured by a Pledge Agreement of the Partnership Interest and a Security Agreement covering that portion of the clinic assets sold.

29. Sale of Shares during Lifetime of Partner. If J and J.H.R.T. No. 1 or B and P.A.S. shall desire to transfer, assign or otherwise dispose of any of its Partnership Interests, B and P.A.S. shall first offer to sell their Partnership Interests to J and J.H.R.T. No. 1 by giving them written notice to that effect, and J and J.H.R.T. No. 1 shall first offer to sell their Partnership Interests to B and P.A.S. by giving them written notice to that effect, such notice indicating their offer to sell their Partnership Interests in the manner prescribed in Paragraph 39 herein and under the terms and conditions specified in this Paragraph. The purchasing Partners shall have fifteen (15) days within receipt of said notice to provide written notice of their intent to purchase the Partnership Interests from the departing Partner(s). A departing Partner(s), as defined herein, shall be required to sell all of its Partnership Interest and not less than all on any sale under this Paragraph.

The purchase price for the Partnership Interest shall be the computed value as determined in Paragraph 27 herein. The purchase price for the Partnership interest shall be paid upon the same terms and conditions provided in Paragraph 28 herein except as to the provisions relating to insurance proceeds. If the Partnership Interests for sale are not purchased by the remaining Partners before the expiration of the fifteen (15) day period specified above, the Partnership Interests offered by the departing Partner(s) may be disposed of in any lawful manner, except that the departing Partner(s) shall not sell any such Partnership Interest to any other person without first giving the remaining Partners the right to purchase them at the price and on the terms offered by such other person or for the computed value and the terms and payments as set forth in Paragraph 27 herein. Election of which price is to be paid shall be indicated in writing at time of exercise of the remaining Partner's right of first refusal to purchase as set forth herein. The provisions of said sale shall be in the form of written offer made by the buyer to the departing Partner and shall set forth all the terms and conditions of the proposed sale. A copy of this written offer along with a written copy of notice of sale shall be sent to the remaining Partners. The remaining Partners shall have fifteen (15) days from actual receipt of said offer and written notice of sale in which to accept the conditions of the proposed sale in writing.

30. Conditions Precedent to Payment of Purchase Price. The purchase price payable to the departing Partners or if insurance, to Robert B. Kahn and/or Joyce Howerton, shall be paid in cash, or in cash and notes, to the party or entity entitled to such payment upon:

(a) The determination of legal counsel for the Partnership that the departing Partners can transfer full, legal and equitable tax-free title to its Partnership Interest to the remaining Partners.

31. New Partners Bound by this Agreement. Any new Partner acquiring a Partnership Interest in this Partnership by reason of transfer from any departing Partner shall be required as a condition of purchase of a Partnership Interest into the Partnership to sign an agreement obligating such new Partner to be bound by the terms and conditions of this Agreement.

32. Hypothecation of Partnership Interest. No shareholder shall assign, hypothecate, transfer or otherwise encumber its Partnership interest without first giving written notice to the remaining Partners of its intention to so encumber its interest and obtaining the remaining Partners written consent thereto.

33. Dissolution of Partnership.

(a) Events Causing Dissolution. Except as otherwise herein provided, the Partnership shall be dissolved only upon:

(1) the entry of a charging order or an order for relief under Title 11, United States Code as to any Partner;

(2) an order of insolvency under State law as to any Partner;

(3) the commission of a willful breach of this Agreement by any Partner;

(4) an assignment by a Partner for the benefit of its creditors; or

(5) the written agreement of the Partners to dissolve the Partnership.

(b) Liquidation and Distribution. Except as otherwise provided herein, upon a dissolution of the Partnership for any reason, the Partners or the remaining Partners, in the event of a dissolution as described in Subsections (a) (1) through (4) of this Section 33, shall proceed to liquidate the Partnership, and distribute any proceeds from such liquidation, together with any assets distributable in kind, first to the satisfaction of the debts and liabilities of the Partnership (including any loans from the Partners), then to the Partners in the amount necessary to equalize the capital accounts of the Partners, and, thereafter, to the Partners in proportion to their respective Partnership Interest; provided that if one or both Partners have capital accounts of less than zero, each such Partner shall contribute to the Partnership sufficient funds to equalize the negative capital balances or to bring such Partner's capital balance to zero, as the case may be. A reasonable time shall be allowed for the orderly liquidation of the assets of the Partnership and the discharge of liabilities to creditors. Upon complying with the foregoing distribution plan, the Partners shall execute and cause to be published and filed an appropriate notice of dissolution of the Partnership.

34. Title to Property. Partnership property shall be held by the Partnership subject to the terms and provisions hereof. Title to and ownership of all assets of the Partnership shall be held in the name of the Partnership, or in such other name or names as a majority of the Partners may designate.

35. Partnership Losses Due to Partner's Individual Liabilities. Each Partner agrees to indemnify and hold harmless the other Partners and the Partnership from and against all losses, costs, damages, claims, liabilities or expenses (including attorneys' fees incurred with an attorney of the indemnitee's choice) arising out of, resulting from, or in connection with personal obligations or liabilities of any Partner. In the event the Partnership is made a party to any litigation, or otherwise incurs any losses or expenses as a result of, or in connection with, personal obligations or liabilities of any Partner, and in particular any charging order, such Partner shall reimburse the Partnership for all such reasonable expenses incurred, including attorneys' fees incurred with an attorney of the Partnership's choice, and the capital account of such Partner in the Partnership shall be charged therefor.

36. Financial Data. Each Partner shall furnish any financial data with respect to itself, if any, as reasonably required in connection with the procuring of financing for the Partnership's business, including the acquisition of real property or other asserts.

37. Additional Documents. Each Partner agrees to execute with acknowledgement and affidavit if required, all documents and writings including financing agreements and financial statements which may be necessary, expedient, or required for the creation of the Partnership and the achievement of its purposes.

38. Counterparts and Execution. This Partnership Agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement, and all of which shall constitute one agreement.

39. Notices. Any notices required or permitted to be given hereunder to any Partner shall be deemed given when mailed postage prepaid via registered or certified United States mail, addressed to the Partner at the address of such Partner shown adjacent to its signature to this Agreement, or at such other address as may be specified by the Partner by notice duly given to all other Partners.

40. Conflict. It is the intention and agreement of the Partners hereto that this entity shall be and constitute a partnership and nothing else. In the event that at any time anything in this agreement shall be in conflict with government rulings, laws, regulations, or decisions relating to federal income taxes as they may apply to the organization and conduct of a partnership, such laws, rulings, regulations or decisions, as the case may be, shall prevail, it being the intention of the Partners that this Partnership shall, for tax purposes, operate within the framework thereof.

41. Severability. In the event that any provisions of this agreement shall be determined to be invalid or unenforceable, prohibited by the laws of the State or place where it is performed, this agreement shall be considered divisible as to such provisions, and such provisions shall be inoperative and shall not be a part of the consideration moving from any part to the other, and the remaining provisions of this agreement shall be valid and binding and of like effect as though such invalid, unenforceable, or prohibited provisions were not included herein.

42. Arbitration. In the event of any dispute or disagreement between any of the Partners affecting the Partners' respective rights in the Partnership or the interpretation of this Agreement, the disputing Partners shall set forth their respective positions and disagreements in writing and give notice of the same to each other, and make a good faith effort to resolve the dispute or disagreement. If the dispute is not settled at the expiration of fifteen (15) days from the time such notice is received, then the entire matter shall be submitted to binding arbitration. The arbitration shall be conducted under the rules set forth in the Code of Civil Procedure of the State of California, except to the extent that the parties at that time may agree upon other rules. The arbitrator shall be bound to the strict interpretation and observance of the terms of this Agreement. The successful party to any arbitration shall be awarded all costs and attorney's fees attributable to the arbitration and the dispute or controversy to which it relates.

43. Governing Law. This agreement is executed at San Diego, California, and intended to be performed in the State of California, and the laws of said State shall govern its interpretation and effect.

44. Attorneys' Fees. In the event arbitration or litigation is necessary to enforce any of the provisions of this agreement, the prevailing party therein shall be entitled to all costs and reasonable attorney's fees incurred in connection therewith.

45. Entire Agreement.

(a) this instrument contains the entire agreement of the parties relating to the rights granted and obligations assumed by this agreement. Any oral representations or modifications concerning this instrument shall be of no force or effect unless contained in a subsequent writing signed by the party to be charged therewith.

(b) This agreement may be amended at any time and from time to time, but any amendment must be in writing and signed by each person who is then a Partner.

46. Captions. All sections, titles or captions contained in this Agreement are for convenience only and shall not be deemed a part of this Agreement.

47. Variations of Pronouns. All pronouns and variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons or entity may require.

48. Binding on Successors. Subject to the restrictions against transfer as herein contained, this Agreement shall inure to the benefit of and shall be binding upon the assigns and successors in interest of each of the parties hereto.

49. Waiver. No waiver of any provision of this Agreement shall be deemed to be or constitute a continuing waiver of any other provision unless otherwise expressly provided in writing.

50. Interpretation. This Agreement shall not be interpreted in favor of or against any Partner because that Partner or that Partner's legal counsel drafted this Agreement, but, rather, it shall be interpreted as if all Partners contributed equally to its preparation.

CALIFORNIA TREATMENT SERVICES (B), INC.

By /s/ Robert Kahn

ROBERT KAHN, President
6060 Mission Gorge Road
San Diego, CA 92120

CALIFORNIA TREATMENT SERVICES (J), INC.

By /s/ Joyce Howerton

JOYCE HOWERTON, President
1665 East Fourth Street, Suite 211
Santa Ana, CA 92701

P.A.S. DEFINED BENEFIT PENSION PLAN

By /s/ Robert Kahn

ROBERT KAHN, President
6060 Mission Gorge Road
San Diego, CA 92120

JOYCE HOWERTON REVOCABLE TRUST NO. 1

By /s/ Joyce Howerton

JOYCE HOWERTON, Trustee
1665 East Fourth Street, Suite 211
Santa Ana, CA 92701

AMENDMENT TO
PARTNERSHIP AGREEMENT FOR
CALIFORNIA TREATMENT SERVICES

This AMENDMENT TO PARTNERSHIP AGREEMENT ("Amendment") is entered into as of May 1,1999, between JAYCO MANAGEMENT, INC., a California corporation ("Jayco"), and TREATMENT ASSOCIATES, INC., a California corporation ("Treatment"). Jayco and Treatment shall hereinafter be referred to collectively as the "Partners."

RECITALS

A. California Treatment Services (B), Inc., a California corporation ("B Corp."), California Treatment Services (J), Inc., a California corporation ("J Corp."), P.A.S. Defined Benefit Pension Plan ("P.A.S."), and Joyce Howerton Revocable Trust No. 1 (''Howerton Trust") formed a California general partnership as of May 1,1987, known as California Treatment Services (the "Partnership"), pursuant to the terms of a partnership agreement of the same date (the "Partnership Agreement").

B. Howerton Trust previously assigned its interest in the Partnership to J Corp. and J Corp. subsequently merged into Jay Management, Inc., a California corporation ("Jay Management"). Jay Management subsequently merged into Jayco.

C. P.A.S, previously assigned its interests in the Partnership to . B Corp. has dissolved and its interest in the Partnership has been assigned to Treatment.

D. The Partners wish to formally amend the Partnership Agreement to reflect the proper names of the Partners.

Therefore, the Partners hereby amend the Partnership Agreement as follows:

1. Jayco and Treatment are hereby admitted to the Partnership and each agrees to be bound by all the terms and provisions of the Partnership Agreement and to perform all obligations herein imposed upon them as if each was an original contracting party to the Partnership Agreement.

2. Except as hereby specifically amended, the Partnership Agreement shall remain and continue in force and effect and the Partnership Agreement, as herein amended, shall for all purposes be and constitute the Partnership Agreement for the Partnership.

3. This Amendment may be executed in counterparts, with the same effect as if both parties hereto had signed the same document. Counterparts shall be construed together and shall constitute one and the same agreement.

This Amendment is executed as of the dale first written above.

JAYCO MANAGEMENT, INC.,
a California corporation

by: _____
Joyce Ray, Ph.D.
President

TREATMENT ASSOCIATES, INC.,
a California corporation

by: _____
Robert B. Kahn

Exhibit 3.52

ARTICLES OF INCORPORATION

OF

CAPS of Virginia, Inc.

The undersigned, for the purpose of organizing a corporation under the provisions and subject to the requirements of Chapter 9 of Title 13.1 of the Code of Virginia, and the acts amendatory thereto, and known as the "Virginia Stock Corporation Act" (the "Act"), hereby certifies that:

FIRST: The name of the corporation (hereinafter called the "Corporation") is

CAPS of Virginia, Inc.

SECOND: The business purposes for which the Corporation is organized are to transact any and all lawful business or other activities not required to be specifically stated in these Articles of Incorporation in accordance with Section 13.1-620 of the Act.

THIRD: The aggregate number of shares that the Corporation is authorized to issue is One Thousand (1,000) shares of common stock, ten cents ($.10) par value per share.

FOURTH: The post office address of the initial registered office of the Corporation in the Commonwealth of Virginia is 5511 Staples Mill Road, Richmond, Virginia 23228. **County of** Henrico

FIFTH: The name of the initial registered agent of the Corporation is Edward R. Parker, who is a resident of the Commonwealth of Virginia, a member of the Virginia State Bar, and whose business office is identical with the registered office of the Corporation.

SIXTH: The Corporation shall, to the fullest extent permitted by the provisions of the Virginia Stock Corporation Act, as the same may be amended and supplemented, indemnify any and all persons whom it shall have power to indemnify under said provisions from and against any and all of the expenses, liabilities, or other matters referred to in or covered by said provisions, and the indemnification provided for herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any By-law, vote of shareholders or disinterested directors, or otherwise, both as to action in his official capacity and as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person.

I, the undersigned, being the sole incorporator, for the purpose of forming a Corporation under the Virginia Stock Corporation Act, do hereby certify that the facts herein are true, and accordingly have hereto set my hand this 17th day of October, 1995.

/s/ Fred C. Chase

Fred C. Chase, Incorporator
Mintz, Levin, Cohn, Ferris,
Glovsky and Popeo, P.C.
One Financial Center
Boston, MA 02111

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

October 18, 1995

The State Corporation Commission has found the accompanying articles submitted on behalf of

CAPS OF VIRGINIA, INC.

to comply with the requirements of law, and confirms payment of all related fees.

Therefore, it is ORDERED that this

CERTIFICATE OF INCORPORATION

be issued and admitted to record with the articles of incorporation in the Office of the Clerk of the Commission, effective October 18, 1995.

The corporation is granted the authority conferred on it by law in accordance with the articles, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By 

Commissioner

CORPACPT
CIS20436
95-10-18-0511

Exhibit 3.53

CAPS OF VIRGINIA, INC.

* * * * *

BY-LAWS

* * * * *

ARTICLE I

OFFICES

Section 1. The registered office shall be located in the City of Fairfax, Virginia.

Section 2. The corporation may also have offices at such other places both within and without the Commonwealth of Virginia as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II

ANNUAL MEETINGS OF SHAREHOLDERS

Section 1. All meetings of shareholders for the election of directors shall be held in the City of Great Falls, Commonwealth of Virginia, at such place as may be fixed from time to time by the board of directors.

Section 2. Annual meetings of shareholders, commencing with the year 1986, shall be held on the 1st day of June if not a legal holiday, and if a legal holiday, then on the next secular day following, at 10:00 A.M., at which they shall elect by a plurality vote a board of directors, and transact such other business as may properly be brought before the meeting.

Section 3. Written or printed notice of the annual meeting stating the date, time and place of the meeting shall be delivered not less than ten nor more than sixty days before the date of the meeting, either personally or by mail, by or at the direction of the president, the secretary, or the officer or persons calling the meeting to each shareholder of record entitled to vote at such meeting.

ARTICLE III

SPECIAL MEETINGS OF SHAREHOLDERS

Section 1. Special meetings of shareholders for any purpose other than the election of directors may be held at such time and place within or without the Commonwealth of Virginia as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute or by the articles of incorporation, may be called by the chairman of the board of directors, the president, or the board of directors.

Section 3. Written or printed notice of a special meeting stating the date, time and place of the meeting and the purpose or purposes for which the meeting is called, shall he delivered not less than ten nor more than sixty days before the date of the meeting, either personally or by mail, by or at the direction of the president, the secretary, or the officer or persons calling the meeting, to each shareholder of record entitled to vote at such meeting.

Notice of a shareholders' meeting to act on an amendment of the articles of incorporation; on a plan of merger or share exchange, on a proposed sale of assets other than in the regular course of business, or on a plan of dissolution shall be given, in the manner provided herein, not less than twenty-five nor more than sixty days before the date of the meeting. Any such notice shall be accompanied by a copy of the proposed amendment, plan of merger, or share exchange, or plan of proposed sale of assets.

Section 4. The business transacted at any special meeting of shareholders shall be limited to the purposes stated in the notice.

ARTICLE IV

QUORUM AND VOTING OF SHARES

Section 1. A majority of the votes entitled to be cast on a matter by the voting group constitutes a quorum of that voting group for action on that matter except as otherwise provided by statute or by the articles of incorporation. If, however, such quorum shall not be present or represented at any meeting of the shareholders, the shareholders present in person or represented by proxy shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such

adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified.

Section 2. If a quorum is present, action on a matter by a voting group is approved if the votes cast within the voting group favoring the action exceed the votes cast opposing the action unless the vote of a greater number of affirmative votes is required by law or the articles of incorporation.

Section 3. Each outstanding share, regardless of class, shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders unless the articles of incorporation or law provides otherwise. A shareholder may vote either in person or by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact.

Section 4. Any action required to be taken at a meeting of the shareholders may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE V

DIRECTORS

Section 1. The number of directors shall be not less than two (2) nor more than seven (7). The number of directors may be fixed or changed within the minimum or maximum by the shareholders or by the board of directors, unless shares have

been issued in which case only the shareholders may change the range or switch to a fixed size board. Directors need not be residents of the Commonwealth of Virginia nor shareholders of the corporation. The directors, other than the first board of directors, shall be elected at the annual meeting of the shareholders, and each director elected shall serve until the next succeeding annual meeting and until his successor shall have been elected and qualified. The first board of directors shall hold office until the first annual meeting of shareholders.

Section 2. Any vacancy occurring in the board of directors, including a vacancy resulting from an increase in the number of directors, may be filled by the shareholders, the board of directors, or if the directors remaining in office constitute fewer than a quorum of the board, the vacancy may be filled by the affirmative vote of the directors remaining in office.

Section 3. The business affairs of the corporation shall be managed by its board of directors which may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the articles of incorporation or by these bylaws directed or required to be exercised or done by the shareholders.

Section 4. The directors may keep the books of the corporation, except such as are required by law to be kept within the state, outside of the Commonwealth of Virginia, at such place or places as they may from time to time determine.

Section 5. The board of directors, by the affirmative vote of a majority of the directors then in office, and irrespective of any personal interest of any of its members, shall have authority to establish reasonable compensation of all directors for services to the corporation as directors, officers or otherwise.

ARTICLE VI

MEETINGS OF THE BOARD OF DIRECTORS

Section 1. Meetings of the board of directors, regular or special, may be held either within or without the Commonwealth of Virginia.

Section 2. The first meeting of each newly elected board of directors shall be held at such time and place as shall be fixed by the vote of the shareholders at the annual meeting and no notice of such meeting shall be necessary to the newly elected directors in order legally to constitute the meeting, provided a quorum shall be present, or it may convene at such place and time as shall be fixed by the consent in writing of all the directors.

Section 3. Regular meetings of the board of directors may be held upon such notice, or without notice, and at such time and at such place as shall from time to time be determined by the board.

Section 4. Special meetings of the board of directors may be called by the president on five (5) business days' notice

to each director, either personally or by mail or by telegram; special meetings shall be called by the president or secretary in like manner and on like notice on the written request of two directors.

Section 5. Attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the board of directors need be specified in the notice or waiver of notice of such meeting.

Section 6. A majority of the directors shall constitute a quorum for the transaction of business unless a greater number is required by law or by the articles of incorporation. The act of a majority of the directors present at any meeting at which a quorum is present shall be the act of the board of directors, unless the act of a greater number is required by statute or by the articles of incorporation. If a quorum shall not be present at any meeting of directors, the directors present there-at may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 7. Any action required or permitted to be taken at a meeting of the directors may be taken without a meeting if one or more consents in writing, setting forth the

action so taken, shall be signed by each director entitled to vote with respect to the subject matter thereof and included in the minutes or filed with the corporate records reflecting the action taken.

ARTICLE VII

COMMITTEES OF DIRECTIONS

Section 1. A majority of the number of directors fixed by the bylaws or otherwise, may create one or more committees and appoint members of the board to serve on the committee or committees. To the extent provided by the board of directors or articles of incorporation, each committee shall have and exercise all of the authority of the board of directors in the management of the corporation, except as otherwise required by law. Each committee shall have two or more members who serve at the pleasure of the board of directors. Each committee shall keep regular minutes of its proceedings and report the same to the board when required.

ARTICLE VIII

NOTICES

Section 1. Whenever, under the provisions of the statutes or of the articles of incorporation or of these bylaws, notice is required to be given to any director or shareholder, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, addressed to such director or

shareholder, at his address as it appears on the records of the corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Notice to directors may also be given by telegram.

Section 2. Whenever any notice whatever is required to be given under the provisions of the statutes or under the provisions of the articles of incorporation or these bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE IX

OFFICERS

Section 1. The officers of the corporation shall be chosen by the board of directors and shall be a president, a vice-president, & secretary and a treasurer. The board of directors may also choose additional vice presidents, and one or more assistant secretaries and assistant treasurers.

Section 2. The board of directors at its first meeting after each annual meeting of shareholders shall choose a president and one or more vice-presidents, a secretary and a treasurer, none of whom need be a member of the board.

Section 3. The board of directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the board of directors.

Section 4. The salaries of all officers and agents of the corporation shall be fixed by the board of directors.

Section 5. The officers of the corporation shall hold office until their successors are chosen and qualify. Any officer elected or appointed by the board of directors may be removed at any time by the affirmative vote of a majority of the board of directors. Any vacancy occurring in any office of the corporation shall be filled by the board of directors.

THE PRESIDENT

Section 6. The president shall be the chief executive officer of the corporation, shall preside at all meetings of the shareholders and the board of directors, shall have general and active management of the business of the corporation and shall see that all orders and resolutions of the board of directors are carried into effect.

Section 7. He shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the board of directors to some other officer or agent of the corporation.

VICE-PRESIDENTS

Section 8. The vice-president, or if there shall be more than one, the vice-presidents in the order determined by the board of directors, shall, in the absence or disability of the president, perform the duties and exercise the powers of the president and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

THE SECRETARY AND ASSISTANT SECRETARIES

Section 9. The secretary shall attend all meetings of the board of directors and all meetings of the shareholders and record all the proceedings of the meetings of the corporation and of the board of directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the board of directors, and shall perform such other duties as may be prescribed by the board of directors or president, under whose supervision he shall be. He shall have custody of the corporate seal of the corporation and he, or an assistant secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his signature or by the signature of such assistant secretary. The board of directors may give general authority to any other officer to affix the seal of the corporation and to attest the affixing by his signature.

Section 10. The assistant secretary, or if there be more than one, the assistant secretaries in the order determined by the board of directors, shall, in the absence or disability of the secretary, perform the duties and exercise the powers of the secretary and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

THE TREASURER AND ASSISTANT TREASURERS

Section 11. The treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all monies and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the board of directors.

Section 12. He shall disburse the funds of the corporation as may be ordered by the board of directors, taking proper vouchers for such disbursements, and shall render to the president and the board of directors, at its regular meetings, or when the board of directors so requires, an account of all his transactions as treasurer and of the financial condition of the corporation.

Section 13. If required by the board of directors, he shall give the corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the board of directors for the faithful performance of the duties of his

office and for the restoration to the corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation.

Section 14. The assistant treasurer, or, if there shall be more than one, the assistant treasurers in the order determined by the board of directors, shall, in the absence or disability of the treasurer, perform the duties and exercise the powers of the treasurer and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

ARTICLE X

CERTIFICATES FOR SHARES

Section 1. The shares of the corporation shall be represented by certificates or shall be uncertificated. Certificates shall be signed by the president or a vice-president and the secretary or an assistant secretary of the corporation, and may be sealed with the seal of the corporation or a facsimile thereof.

In addition to the above officers, the treasurer or an assistant treasurer may sign in lieu of the secretary or an assistant secretary.

When the corporation is authorized to issue shares of more than one class there shall be set forth upon the face or

back of each certificate, or each certificate shall have a statement that the corporation will furnish to any shareholder upon request and without charge, a full statement of the designations, preferences, limitations, and relative rights of the shares of each class authorized to be issued and, if the corporation is authorized to issue different series within a class, the variations in the relative rights and preferences between the shares of each such series so far as the same have been fixed and determined and the authority of the board of directors to fix and determine the relative rights and preferences of subsequent series.

Section 2. The signatures of the officers upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent, or registered by a registrar, other than the corporation itself or an employee of the corporation. In case any officer who has signed or whose facsimile signature has been placed upon such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the corporation with the same effect as if he were such officer at the date of its issue.

LOST CERTIFICATES

Section 3. The board of directors may direct a new certificate or uncertified security to be issued in place of any certificate theretofore issued by the corporation alleged to have been lost or destroyed. When authorizing such issue of a new

certificate or uncertificated security, the board of directors, in its discretion and as a condition precedent to the issuance thereof, may prescribe such terms and conditions as it deems expedient, and may require such indemnities as it deems adequate, to protect the corporation from any claim that may be made against it with respect to any such certificate alleged to have been lost or destroyed.

TRANSFERS OF SHARES

Section 4. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, a new certificate shall be issued to the person entitled thereto, and the old certificate cancelled and the transaction recorded upon the books of the corporation.

CLOSING OF TRANSFER BOOKS

Section 5. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders, or any adjournment thereof or entitled to receive payment of any dividend, or in order to make a determination of shareholders for any other proper purpose, the board of directors may fix in advance a date as the record date for the determination of shareholders, such date in any case to be not more than seventy days. If no record date is fixed for the determination of

shareholders entitled to notice of or to vote at a meeting of shareholders, or shareholders entitled to receive payment of a dividend, the date on which notice of the meeting is mailed or the date on which the resolution of the board of directors declaring such dividend is adopted, as the case may be, shall be the record date for such determination of shareholders. When a determination of share-holders entitled to vote at any meeting of shareholders has been made as provided in this section, such determination shall apply to any adjournment thereof.

REGISTERED SHAREHOLDERS

Section 6. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Virginia.

LIST OF SHAREHOLDERS

Section 7. The officer or agent having charge of the transfer books for shares shall make, at least ten days before each meeting of shareholders, a complete list of the shareholders

entitled to vote at such meeting, arranged by voting group and within each voting group by class or series of shares, with the address of each and the number of shares held by each, which list, for a period of ten days prior to such meeting, shall be kept on file at the principal business office of the corporation and shall be subject to inspection by any shareholder at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any shareholder during the whole time of the meeting. The original share transfer book, or a duplicate thereof, shall be prima facie evidence as to who are the shareholders entitled to examine such list or share transfer book or to vote at any meeting of the shareholders.

ARTICLE II

GENERAL PROVISIONS
DIVIDENDS

Section 1. Subject to the provisions of the articles of incorporation relating thereto, if any, dividends may be declared by the board of directors at any regular or special meeting, pursuant to law. Dividends may be paid in money or other property subject to any provisions of the articles of incorporation.

Section 2. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sums or sums as the directors from time to time,

in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose as the directors shall think conducive to the interest of the corporation, and the directors may modify or abolish any such reserve in the manner in which it was created.

CHECKS

Section 3. All checks or demands for money and notes the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

FISCAL YEAR

Section 4. The fiscal year of the corporation shall be fixed by resolution of the board of directors.

SEAL

Section 5. The corporate seal shall have inscribed thereon the name of the corporation, the year of its organization and the words “Corporate Seal, Virginia”. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

INDEMNIFICATION

Section 6. The Corporation shall indemnify and advance expenses to any person made a party to any proceeding by reason of service to the Corporation to the fullest extent allowed under the laws of the Commonwealth of Virginia.

The indemnification provided by this section shall not be deemed exclusive of any other rights to which a person may be entitled under any agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding the office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and inure to the benefit of the heirs, executors and administrators of the person.

The Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee or agent of another corporation, partnership, joint venture, trust, other enterprise or employee benefit plan against any liability asserted against him and incurred by him in any such capacity, or arising out of his position, whether or not the Corporation would have the power to indemnify him against the liability under the provisions of this section.

Any indemnification of, or advance of expenses to a director, if arising out of an action, suit or proceeding by or in the right of the Corporation, shall be reported in writing to the stockholders with the notice of the next stockholders' meeting or prior to the meeting.

ARTICLE III

AMENDMENTS

Section 1. These bylaws may be amended or repealed or new bylaws may be adopted by the affirmative vote of a majority of the board of directors at any regular or special meeting of the board unless the articles of incorporation or law reserve this power to the shareholders.

jks6.060

Exhibit 3.54

ARTICLES OF INCORPORATION

OF

CARTERSVILLE CENTER, INC.

I

The name of the corporation is:

CARTERSVILLE CENTER, INC.

II

The corporation is organized pursuant to the provisions of the Georgia Business Corporation Code.

III

The corporation shall have perpetual duration.

IV

The corporation is a corporation organized for profit and is organized for the following purposes: to engage in any business in which a corporation or corporations may be organized under the Georgia Business Corporation Code.

V

The corporation shall have authority, acting by its board of directors, to issue not more than 1,500 Shares At No Par Value

VI

The address of the initial registered office of the corporation is 100 Peachtree St. Atlanta, GA 30303, County of Fulton. The name of the registered agent at such address is Corporation Service Company.

VII

The shareholders of the corporation shall have preemptive rights to acquire any unissued shares of the corporation.

VIII

The mailing address of the initial principal office of the corporation is 100 Peachtree St. Atlanta, Ga 30303

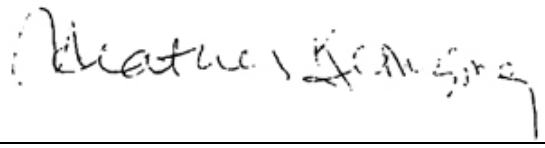
IX

The name and address of the incorporator is:

NAME	ADDRESS
Heather Klinzing	Corporation Service Company 100 Peachtree Street Atlanta, GA 30303

IN WITNESS WHEREOF, the undersigned incorporator has executed the Articles of Incorporation.

Dated: October 30, 1998



Incorporator

hkk

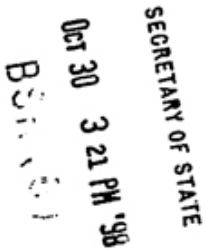


Exhibit 3.55

CARTERSVILLE CENTER, INC.

BYLAWS

ARTICLE I

OFFICES

The Corporation shall at all times maintain a registered office in the State of Georgia and a registered agent at that address but may have other offices located within or without the State of Georgia as the Board of Directors may determine.

ARTICLE II

SHAREHOLDERS' MEETINGS

2.1. Annual Meeting. A meeting of shareholders of the Corporation shall be held annually. The annual meeting shall be held at such time and place on such date as the directors shall determine from time to time and as shall be specified in the notice of the meeting.

2.2. Special Meetings. Special meetings of the shareholders may be called at any time by the Board of Directors, the President or any holder or holders of at least 25 percent of the outstanding capital stock of the Corporation. Special meetings shall be held at such a time and place and on such date as shall be specified in the notice of the meeting.

2.3. Place. Annual or special meetings of shareholders may be held within or without the State of Georgia.

2.4. Notice. Notice of annual or special shareholders' meetings stating the place, day and hour of the meeting shall be given in writing not less than 10 nor more than 50 days before the date of the meeting, either mailed to the last known address or personally given to each shareholder. Notice of a meeting may be waived by an instrument in writing executed before or after the meeting. The waiver need not specify the purpose of the meeting or the business transacted, unless one of the purposes of the meeting concerns a plan of merger or consolidation, in which event the waiver shall comply with the further requirements of law concerning such waivers. Attendance at such meeting in person or by proxy shall constitute a waiver of notice thereof unless the shareholder shall provide written notice to the Corporation prior to the taking of any action by the shareholders at such meeting that his attendance is not to be deemed a waiver of the requirement that such notice be given or of the adequacy of any notice that may have been given to such shareholder. Notice of any special meeting of shareholders shall state the purpose or purposes for which the meeting is called. The notice of any meeting at which amendments to or restatements of the Articles of Incorporation, merger or consolidation of the Corporation, or the disposition of corporate assets requiring shareholder approval are to be considered shall state such purpose, and further comply with all requirements of law.

2.5. Quorum. At all meetings of shareholders a majority of the outstanding shares of stock shall constitute a quorum for the transaction of business, and no resolution or business shall be transacted without the favorable vote of the holders of a majority of the shares represented at the meeting and entitled to vote. A lesser number may adjourn from day to day, and shall announce the time and place to which the meeting is adjourned.

2.6. Action in Lieu of Meeting. Any action to be taken at a meeting of the shareholders of the Corporation, or any action that may be taken at a meeting of the shareholders, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof and any further requirements of law pertaining to such consents have been complied with.

ARTICLE III

DIRECTORS

3.1. Management. Subject to these bylaws, or any lawful agreement between the shareholders, the full and entire management of the affairs and business of the Corporation shall be vested in the Board of Directors, which shall have and may exercise all of the powers that may be exercised or performed by the Corporation.

3.2. Number of Directors. The Board of Directors shall consist of not fewer than three members unless at any time all of the shares of the Corporation shall be held beneficially and of record by fewer than three shareholders, in which case the number of directors may be fewer than three but not fewer than the number of shareholders; and provided further, that if at least a majority of the outstanding shares of capital stock of the Corporation having the power to vote for the election of directors is owned of record by one shareholder, the shareholders may determine to have only one member of the Board of Directors. Directors shall be elected at each annual meeting of the shareholders and shall serve for a term of one year and until their successors are elected. A majority of said directors shall constitute a quorum for the transaction of business. All resolutions adopted and all business transacted by the Board of Directors shall require the affirmative vote of a majority of the directors present at the meeting.

3.3. Vacancies. The directors may fill the place of any director which may become vacant prior to the expiration of his term, by vote of a majority of the remaining directors, though less than a quorum, or by the sole remaining director, as the case may be. Any such director elected to fill a vacancy shall be elected for the unexpired term of the director whose place has become vacant.

3.4. Meetings. The directors shall meet annually, without notice, following the annual meeting of the shareholders. Special meetings of the directors may be called at any time by the President or by any director, on two days' written notice to each director, which notice shall specify the time and place of the meeting. Notice of any such meeting may be waived by an instrument in writing executed before or after the meeting. Directors may attend and participate

in meetings either in person or by means of conference telephones or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting by means of such communication equipment shall constitute presence in person at any meeting. Attendance in person at such meeting shall constitute a waiver of notice thereof.

3.5. Action in Lieu of Meeting. Any action to be taken at a meeting of the directors, or any action that may be taken at a meeting of the directors, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors and any further requirements of law pertaining to such consents have been complied with.

3.6. Interested Directors and Officers. An interested director or officer is one who is a party to a contract or transaction with the Corporation or who is an officer or director of, or has a financial interest in, another corporation, partnership, association or other entity which is a party to a contract or transaction with the Corporation. Contracts and transactions between the Corporation and one or more interested directors or officers shall not be void or voidable solely because of the involvement or vote of such interested persons as long as (i) the contract or transaction is approved in good faith by the Board of Directors or appropriate committee by the affirmative vote of a majority of disinterested directors, even if the disinterested directors be less than a quorum, at a meeting of the Board or committee at which the material facts as to the interest of the interested person or persons and the contract or transaction are disclosed or known to the Board or committee prior to the vote; or (ii) the contract or transaction is approved in good faith by the shareholders after the material facts as to the interest of the interested person or persons and the contract or transaction have been disclosed to them; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified by the Board, committee, or shareholders. Interested directors may be counted in determining the presence of a quorum at a meeting of the Board or committee which authorizes the contract or transaction.

ARTICLE IV

OFFICERS

4.1. General Provisions. The officers of the Corporation shall consist of a President, a Secretary and a Treasurer who shall be elected by the Board of Directors, and such other officers as may be elected by the Board of Directors or appointed as provided in these bylaws. Each officer shall be elected or appointed for a term of office running until the meeting of the Board of Directors following the next annual meeting of the shareholders of the Corporation, or such other term as provided by resolution of the Board of Directors or the appointment to office. Each officer shall serve for the term of office for which he is elected or appointed and until his successor has been elected or appointed and has qualified or his earlier resignation, removal from office or death. Any two or more offices may be held by the same person.

4.2. President. The President shall be the chief executive officer of the Corporation and shall have general and active management of the operation of the Corporation. He shall be

responsible for the administration of the Corporation, including general supervision of the policies of the Corporation and general and active management of the financial affairs of the Corporation, and shall execute bonds, mortgages or other contracts in the name and on behalf of the Corporation.

4.3. Secretary. The Secretary shall keep minutes of all meetings of the shareholders and directors and have charge of the minute books, stock books and seal of the Corporation and shall perform such other duties and have such other powers as may from time to time be delegated to him by the President or the Board of Directors.

4.4. Treasurer. The Treasurer shall be charged with the management of the financial affairs of the Corporation, shall have the power to recommend action concerning the Corporation's affairs to the President, and shall perform such other duties and have such other powers as may from time to time be delegated to him by the President or Board of Directors.

4.5. Assistant Officers. Assistants to the Secretary and Treasurer may be appointed by the President or by the Board of Directors and shall have such duties as shall be delegated to them by the President or the Board of Directors.

4.6. Vice Presidents. The corporation may have one or more Vice Presidents, elected by the Board of Directors, who shall perform such duties as may be delegated by the President or the Board of Directors.

ARTICLE V

CAPITAL STOCK

5.1. Share Certificates. Share certificates shall be numbered in the order in which they are issued. They shall be signed by the President and Secretary and the seal of the Corporation shall be affixed thereto. Share certificates shall be kept in a book and shall be issued in consecutive order therefrom. The name of the person owning the shares, the number of shares, and the date of issue shall be entered on the stub of each certificate. Share certificates exchanged or returned shall be canceled by the Secretary and placed in their original place in the stock book.

5.2. Transfer of Shares. Transfers of shares shall be made on the stock books of the Corporation by the holder in person or by power of attorney, on surrender of the old certificate for such shares, duly assigned.

5.3. Voting. The holders of the capital stock shall be entitled to one vote for each share of stock standing in their name.

ARTICLE VI

SEAL

The seal of the Corporation shall be in such form as the Board of Directors may from time to time determine. In the event it is inconvenient to use such a seal at any time, the signature of the Corporation followed by the word “Seal” enclosed in parentheses or scroll shall be deemed the seal of the Corporation. The seal shall be in the custody of the Secretary and affixed by him or by his assistants on the share certificates and other appropriate papers.

ARTICLE VII

AMENDMENT

These bylaws may be amended by majority vote of the Board of Directors of the Corporation or by majority vote of the shareholders, provided that the shareholders may provide by resolution that any bylaw provision repealed, amended, adopted or altered by them may not be repealed, amended, adopted, or altered by the Board of Directors.

I certify that the foregoing are the true and complete bylaws of the Corporation adopted on this 2nd day of November, 1998.

/s/ Patricia C. Lewin

Patricia C. Lewin
Corporate Secretary
[SEAL]

Exhibit 3.56

CERTIFICATE OF FORMATION
OF
CASCADE BEHAVIORAL HOLDING COMPANY, LLC

Pursuant to Section 18-201 of the Delaware Limited Liability Company Act (the "Act"), the undersigned, desiring to form a limited liability company, does hereby certify as follows:

1. The name of the limited liability company is Cascade Behavioral Holding Company, LLC (the "Company").

2. The address of the Company's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801. The name of the registered agent is The Corporation Trust Company.

3. This Certificate of Formation shall be effective upon filing with the Delaware Secretary of State.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation on this 18th day of December, 2014.

/s/ J. Stephen Quinn
J. Stephen Quinn, Authorized Person

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:37 PM 12/22/2014
FILED 01:18 PM 12/22/2014
SRV 141572485 – 5662351 FILE

Exhibit 3.57

LIMITED LIABILITY COMPANY AGREEMENT

OF

CASCADE BEHAVIORAL HOLDING COMPANY, LLC

This Limited Liability Company Agreement (the "Agreement") of Cascade Behavioral Holding Company, LLC, a Delaware limited liability company (the "Company"), is entered into by and between Acadia Healthcare Company, Inc., a Delaware corporation (the "Member") and the persons admitted to the Company as members who shall be identified on Schedule A, as amended from time to time, effective as of December 22, 2014.

WHEREAS, the Member desires to form the Company as a limited liability company in accordance with the Delaware Limited Liability Company Act (as amended, the "Act");

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Organization. Effective December 22, 2014, the Company was formed as a Delaware limited liability company by the filing of a certificate of formation in the office of the Secretary of State of Delaware (the "Certificate").

Section 2. Registered Office; Registered Agent. The registered office of the Company in the State of Delaware will be the initial registered office designated in the Certificate or such other office (which need not be a place of business of the Company) as the Member may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Delaware will be the initial registered agent designated in the Certificate, or such other person as the Member may designate from time to time in the manner provided by law. The principal office of the Company will be at such location as the Member may designate from time to time, which need not be in the State of Delaware.

Section 3. Powers. The Company will have all powers permitted to be exercised by a limited liability company organized in the State of Delaware.

Section 4. Term. The Company commenced on the date the Certificate was filed with the Secretary of State of Delaware, and will continue in existence until terminated pursuant to this Agreement.

Section 5. Fiscal Year. The fiscal year of the Company for financial statement and federal income tax purposes will end on December 31 unless otherwise determined by the Member.

Section 6. Member. The Member owns 100% of the limited liability company interests in the Company.

Section 7. Address. The address of the Member is set forth below:

6100 Tower Circle, Suite 1000
Franklin, TN 37067

Section 8. New Members. No person may be admitted as a member of the Company without the approval of the Member.

Section 9. Liability to Third Parties. The Member will not have any personal liability for any obligations or liabilities of the Company, whether such liabilities arise in contract, tort or otherwise.

Section 10. Capital Contributions. On or before the date hereof, the Member has made a capital contribution in cash to the Company in the amount of $100.00. The Member will not be required to make any additional capital contributions to the Company except as may otherwise be agreed to by the Member.

Section 11. Participation in Profits and Losses. All profits and losses of the Company will be allocated to the Member.

Section 12. Distributions. Distributions will be made by the Company to the Member at such times as may be determined by the Member.

Section 13. Management. The power and authority to manage, direct and control the Company will be vested solely in the Member.

Section 14. Officers. The Member may, from time to time, designate one or more individuals to be officers of the Company, with such titles as the Member may assign to such individuals. The initial officers of the Company will be a President, a Secretary and two Vice Presidents as more specifically provided below. Officers so designated will have such authority and perform such duties as the Member may from time to time delegate to them. Any number of officer positions may be held by the same individual. Any officer may resign as such at any time by providing written notice to the Company. Any officer may be removed as such, either with or without cause, by the Member, in its sole discretion. Any vacancy occurring in any officer position of the Company may be filled by the Member. The officers of the Company, if and when designated by the Member, will have the authority, acting individually, to bind the Company.

Section 15. President. The President will, subject to the control of the Member, have general supervision, direction and control of the business and affairs of the Company. Subject to the control of the Member, the President will have the general powers and duties of management usually vested in the office of president and chief executive officer of corporations, and will have such other powers and duties as may be prescribed by the Member.

Section 16. Secretary. The Secretary will, subject to the control of the Member, prepare and keep the minutes of the proceedings of the Company in books provided for that purpose, see that all notices are duly given in accordance with the provisions of the Act, be custodian of the Company records, and will have the general powers and duties usually vested in the office of secretary of corporations, and will have such other powers and duties as may be prescribed by the Member.

Section 17. Vice Presidents. The Vice Presidents will, subject to the control of the Member, perform such duties as may be assigned to them by the President and will have the general powers and duties usually vested in the office of vice president of corporations, and will have such other powers and duties as may be prescribed by the Member. In the case of the death, disability or absence of the President, a Vice President shall perform and be vested with all the duties and powers of the President until the Member appoints a new President.

Section 18. Indemnification. The Company shall indemnify any individual who is or was a party or is or was threatened to be made a party to any action, suit, or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was an officer of the Company against expenses (including reasonable attorneys' fees and expenses), judgments, fines and amounts paid in settlement actually and reasonably incurred by such individual in connection with such action, suit or proceeding, to the extent permitted by applicable law. The right to indemnification conferred in this Section 18 includes the right of such individual to be paid by the Company the expenses incurred in defending any such action in advance of its final disposition (an "Advancement of Expenses"); provided, however, that the Company will only make an Advancement of Expenses upon delivery to the Company of an undertaking, by or on behalf of such Indemnitee, to repay all amounts so advanced if it is ultimately determined that such Indemnitee is not entitled to be indemnified under this Section 18 or otherwise.

Section 19. Tax Treatment. Unless otherwise determined by the Member, the Company shall be a disregarded entity for U.S. federal income tax purposes (as well as for any analogous state or local tax purposes).

Section 20. Dissolution. The Company will dissolve and its affairs will be wound up as may be determined by the Member, or upon the earlier occurrence of any other event causing dissolution of the Company under the Act. In such event, the Member will proceed diligently to wind up the affairs of the Company and make final distributions, and will cause the existence of the Company to be terminated.

Section 21. Amendment or Modification. This Agreement may be amended or modified from time to time only by a written instrument that is executed by the Member.

Section 22. Binding Effect. This Agreement will be binding on and inure to the benefit of the Member and its successors and assigns.

Section 23. Governing Law. This Agreement is governed by and will be construed in accordance with the law of the State of Delaware without regard to the conflicts of law principles thereof.

IN WITNESS THEREOF, the parties hereto have executed this Agreement effective as of the date set forth above.

MEMBER:

ACADIA HEALTHCARE COMPANY, INC.

By: /s/ Christopher L. Howard
Name: Christopher L. Howard
Its: Executive Vice President and Secretary

Schedule A

None.

Exhibit 3.60

State of Indiana
Office of the Secretary of State

CERTIFICATE OF ORGANIZATION

of

CENTERPOINTE COMMUNITY BASED SERVICES, LLC

I, CONNIE LAWSON, Secretary of State of Indiana, hereby certify that Articles of Organization of the above Domestic Limited Liability Company (LLC) have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Flexibility Act.

NOW, THEREFORE, with this document I certify that said transaction will become effective Thursday, April 24, 2014.

In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, April 24, 2014.

/s/ Connie Lawson

CONNIE LAWSON,
SECRETARY OF STATE

(Seal)

2014042500147 / 2014042517275

ARTICLES OF ORGANIZATION
State Form 49459 (R3/ 4-12)
Approved by State Board of Accounts, 1999

CONNIE LAWSON
SECRETARY OF STATE
CORPORATIONS DIVISION
302 W. Washington Street, Room E018
Indianapolis, Indiana 46204
Telephone: (317) 232-6576

INSTRUCTIONS: Use 8 1/2" x 11" white paper for attachments.
Present original and one (1) copy of the address In upper right corner of this form. Please TYPE or PRINT.
Please visit our office on the web at www.sos.ln.qov.

Indiana Code 23-18-2-4

FILING FEE: $90.00

ARTICLES OF ORGANIZATION

The undersigned, desiring to form a Limited Liability Company (*hereinafter referred to as "LLC"*) pursuant to the provisions of:

Indiana Business Flexibility Act, Indiana Code 23-18-1-1, et. Seq. as amended, executes the following Articles of Organization:

ARTICLE I • NAME AND PRINCIPAL OFFICE

Name of LLC *(the name must include the words "Limited Liability Company," "L.L.C.," or "LLC"*
Centerpoint Community Based Services, LLC

Principal Office: The address of the principal office of the LLC is: (optional)

Post office address	City	State	Zip code
830 Crescent Centre Dive, Suite 610	Franklin	TN	37067

ARTICLE II • REGISTERED OFFICE AND AGENT

Registered Agent: The name and street address of the LLC's Registered Agent and Registered Office for service of process are:

Name of Registered Agent
CT Corporation System

Address of Registered Office *(street or building)*	City	State	Zip code
150 West Market Street, Suite 800	Indianapolis	Indiana	46204

ARTICLE III • DISSOLUTION

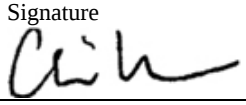
☐ The latest date upon which the LLC is dissolve: _____

☒ The Limited Liability Company is perpetual until dissolution.

ARTICLE IV • MANAGEMENT

☒ The Limited Liability Company will be managed by its members.
☐ The Limited Liability Company will be managed by a manager or managers.

In Witness Whereof, the undersigned executes these Articles of Organization and verifies, subject to penalties of perjury, that the statements contained herein are true,
this 23rd day of April, 2014.

Signature	Printed Name
	Christopher L. Howard

This instrument was prepared by: *(name)*
Ann K. Rich, Paralegal, Waller Lansden Dortch & Davis, LLP

Address *(number, street, city and state)*	Zip code
511 Union Street, Suite 2700, Nashville, TN	37219

Exhibit 3.61

OPERATING AGREEMENT

OF

CENTERPOINTE COMMUNITY BASED SERVICES, LLC

This Operating Agreement (the "Agreement") of Centerpointe Community Based Services, LLC, an Indiana limited liability company (the "Company"), is entered into by and between Acadia Healthcare Company, Inc., a Delaware corporation (the "Member") and the persons admitted to the Company as members who shall be identified on Schedule A, as amended from time to time, effective as of April 24, 2014.

Section 1. Organization. Effective April 24, 2014, the Company was formed as an Indiana limited liability company by the filing the Articles of Organization in the office of the Secretary of State of Indiana (the "Articles").

Section 2. Registered Office; Registered Agent. The registered office of the Company in the State of Indiana will be the initial registered office designated in the Articles or such other office (which need not be a place of business of the Company) as the Member may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Indiana will be the initial registered agent designated in the Articles, or such other person as the Member may designate from time to time in the manner provided by law. The principal office of the Company will be at such location as the Member may designate from time to time, which need not be in the State of Indiana.

Section 3. Powers. The Company will have all powers permitted to be exercised by a limited liability company organized in the State of Indiana.

Section 4. Term. The Company commenced on the date the Articles were filed with the Secretary of State of Indiana, and will continue in existence until terminated pursuant to this Agreement.

Section 5. Fiscal Year. The fiscal year of the Company for financial statement and federal income tax purposes will end on December 31 unless otherwise determined by the Member. The Company is to be treated as a disregarded entity for federal tax purposes.

Section 6. Member. The Member owns 100% of the limited liability company interests in the Company.

Section 7. Address. The address of the Member is set forth below:

6100 Tower Circle, Suite 1000
Franklin, TN 37067

Section 8. New Members. No person may be admitted as a member of the Company without the approval of the Member.

Section 9. Liability to Third Parties. The Member will not have any personal liability for any obligations or liabilities of the Company, whether such liabilities arise in contract, tort or otherwise.

Section 10. Capital Contributions. On or before the date hereof, the Member has made a capital contribution in cash to the Company in the amount of $100.00. The Member will not be required to make any additional capital contributions to the Company except as may otherwise be agreed to by the Member.

Section 11. Participation in Profits and Losses. All profits and losses of the Company will be allocated to the Member.

Section 12. Distributions. Distributions will be made by the Company to the Member at such times as may be determined by the Member.

Section 13. Management. The power and authority to manage, direct and control the Company will be vested solely in the Member.

Section 14. Officers. The Member may, from time to time, designate one or more individuals to be officers of the Company, with such titles as the Member may assign to such individuals. The initial officers of the Company will be a President, a Secretary and two Vice Presidents as more specifically provided below. Officers so designated will have such authority and perform such duties as the Member may from time to time delegate to them. Any number of officer positions may be held by the same individual. Any officer may resign as such at any time by providing written notice to the Company. Any officer may be removed as such, either with or without cause, by the Member, in its sole discretion. Any vacancy occurring in any officer position of the Company may be filled by the Member. The officers of the Company, if and when designated by the Member, will have the authority, acting individually, to bind the Company.

Section 15. President. The President will, subject to the control of the Member, have general supervision, direction and control of the business and affairs of the Company. Subject to the control of the Member, the President will have the general powers and duties of management usually vested in the office of president and chief executive officer of corporations, and will have such other powers and duties as may be prescribed by the Member.

Section 16. Secretary. The Secretary will, subject to the control of the Member, prepare and keep the minutes of the proceedings of the Company in books provided for that purpose, see that all notices are duly given in accordance with the provisions of the Act, be custodian of the Company records, and will have the general powers and duties usually vested in the office of secretary of corporations, and will have such other powers and duties as may be prescribed by the Member.

Section 17. Vice Presidents. The Vice Presidents will, subject to the control of the Member, perform such duties as may be assigned to them by the President and will have the general powers and duties usually vested in the office of vice president of corporations, and will have such other powers and duties as may be prescribed by the Member. In the case of the death, disability or absence of the President, a Vice President shall perform and be vested with all the duties and powers of the President until the Member appoints a new President.

Section 18. Indemnification. The Company shall indemnify any individual who is or was a party or is or was threatened to be made a party to any action, suit, or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was an officer of the Company against expenses (including reasonable attorneys' fees and expenses), judgments, fines and amounts paid in settlement actually and reasonably incurred by such individual in connection with such action, suit or proceeding, to the extent permitted by applicable law. The right to indemnification conferred in this Section 18 includes the right of such individual to be paid by the Company the expenses incurred in defending any such action in advance of its final disposition (an "Advancement of Expenses"); provided, however, that the Company will only make an Advancement of Expenses upon delivery to the Company of an undertaking, by or on behalf of such Indemnitee, to repay all amounts so advanced if it is ultimately determined that such Indemnitee is not entitled to be indemnified under this Section 18 or otherwise.

Section 19. Dissolution. The Company will dissolve and its affairs will be wound up as may be determined by the Member, or upon the earlier occurrence of any other event causing dissolution of the Company under the Act. In such event, the Member will proceed diligently to wind up the affairs of the Company and make final distributions, and will cause the existence of the Company to be terminated.

Section 20. Amendment or Modification. This Agreement may be amended or modified from time to time only by a written instrument that is executed by the Member.

Section 21. Binding Effect. This Agreement will be binding on and inure to the benefit of the Member and its successors and assigns.

Section 22. Governing Law. This Agreement is governed by and will be construed in accordance with the law of the State of Indiana without regard to the conflicts of law principles thereof.

IN WITNESS THEREOF, the parties hereto have executed this Agreement effective as of the date set forth above.

MEMBER:

ACADIA HEALTHCARE COMPANY, INC.

By: /s/ Christopher L. Howard
Name: Christopher L. Howard
Its: Executive Vice President and Secretary

Schedule A

None.

State of West Virginia

Certificate

I, Natalie E. Tennant, Secretary of State of the State of West Virginia, hereby certify that

CHARLESTON TREATMENT CENTER, INC.
(A West Virginia Corporation)

filed an application for Conversion in my office as required by the provisions of the West Virginia Code and was found to conform to law.

Therefore, I issue this

CERTIFICATE OF CONVERSION

converting the incorporation to

CHARLESTON TREATMENT CENTER, LLC
(a West Virginia Limited Liability Company)

Given under my hand and the Great Seal of the State of West Virginia on

September 30, 2009

Natalie E. Tennant
Secretary of State

(#)

Natalie E. Tennant
Secretary of State
State Capitol Bldg.
1900 Kanawha Blvd. East
Charleston, WV 25305

www.wvsos.com

Penney Barker, Manager
Corporations Division
Tel: (304) 558-8000
Fax: (304) 558-8381
Hrs - 8:30-5:00pm

business@wvsos.com

WEST VIRGINIA
STATEMENT OF CONVERSION

FEE: $25

of a domestic corporation to a domestic limited liability company
(form to accompany the articles of organization)

In accordance with §31D-11-1109 of the Code of West Virginia, the undersigned organization adopts the following Articles of Conversion.
(Check appropriate boxes and complete each line of the application)

1. ☑ The corporation was converted to a limited liability company

2. The name of the corporation that converted to a limited liability company, and if it has been changed, the name under which it was originally incorporated is:
CHARLESTON TREATMENT CENTER, INC.

3. The date of filing of its original articles of incorporation with the West Virginia Secretary of State's Office is: June 25, 1998 .

4. The name of the limited liability company into which the corporation shall be converted is:
CHARLESTON TREATMENT CENTER, LLC

5. The following statement must be checked before the Secretary of State can approve the conversion.

☑ The conversion has been approved in accordance with the provisions of West Virginia Code §31D-11-1109. (see below)

31D-11-1109 (b) The Board of Directors of the corporation which desires to convert under this section shall adopt a plan of conversion approving the conversion and recommending the approval of the conversion by the shareholders of the corporation. Such resolution shall be submitted to the shareholders of the corporation at an annual or special meeting. The corporation must notify each shareholder, whether or not entitled to vote of the meeting of shareholders at which the plan of conversion is to be submitted for approval. At the meeting, t he plan of conversion shall be considered and a vote taken for its adoption or rejection. Approval of the plan of conversion requires the approval of all of the shareholders, whether or not entitled to vote.

6. The requested effective date is: ☐ the date and time of filing
[Requested date may not be earlier than filing nor later than 90 days after filing.] ☑ the following date: SEPTEMBER 30, 2009

7. Contact name and number of person to reach in case of problem with filing: (optional, however, listing one may help to avoid a return or rejection of filing if there appears to be a problem with the document)

Name: NATHANIEL WEINER Phone: 408-367-0045

FILED

8. Signature of person executing document:

Signature

SECRETARY
Capacity in which he/she is signing
(Example: member, manager, etc.)

SEP 30
IN THE OFFICE OF
SECRETARY OF STATE

Form CD-10 Issued by the WV Secretary of State Revised 1/09

Natalie E. Tennant
Secretary of State
State Capitol Building
1900 Kanawha Blvd. East
Charleston, WV 25305-0770

Penney Barker, Manager
Corporations Division
Tel: (304) 558-8000
Fax: (304) 558-8381
Hours: 8:30 a.m. - 5:00 p.m. ET

WEST VIRGINIA
ARTICLES OF ORGANIZATION
OF LIMITED LIABILITY COMPANY

Control #_____

We, acting as organizers according to West Virginia Code §31B-2-202, adopt the following Articles of Organization for a West Virginia Limited Liability Company:

1. **The name of the West Virginia limited liability company shall be:** [The name must contain one of the required terms such as "limited liability company" or abbreviations such as "LLC" or "PLLC"–see instructions for list of acceptable terms.] CHARLESTON TREATMENT CENTER, LLC

2. The company will be an: ☑ LLC ☐ professional LLC for the profession of _____

3. The **address** of the initial **designated office** of the company in WV, if any, will be: [need not be a place of the company's business]
   Street: NATIONAL REGISTERED AGENTS, INC.
   300 KANAWHA BLVD.
   City/State/Zip: CHARLESTON 25321 WV

4. The mailing address of the **principal office,** if different, will be:
   Street/Box: 20400 STEVENS CREEK BLVD., SUITE 600
   City/State/Zip: CUPERTINO, CA 95014

5. The name and mailing address of **the agent for service of process,** if any, is:
   Name: NATIONAL REGISTERED AGENTS, INC.
   Street: 300 KANAWHA BLVD.
   City/State/Zip: CHARLESTON, WV 25321

6. The name and address of each organizer.

Name	No. & Street	City, State, Zip
PAMELA B. BURKE	20400 STEVENS CREEK BLVD., #600	CUPERTINO, CA 95014

7. The company will be:
   ☑ an at-will company, for an indefinite period.
   ☐ a term company, for the term of _____ years.

8. The Company will be:

☑ **member-managed.** [List the name and address of each member with signature authority, attach an extra sheet if needed]

OR

☐ **manager-managed,** [List the name and address of each manager with signature authority, attach an extra sheet if needed.]

Name	Address	City, State, Zip
NATIONAL SPECIALTY CLINICS, LLC	20400 STEVENS CREEK BLVD. #600	CUPERTINO, CA 95014

9. All or specified members of a limited liability company are liable in their capacity as members for all or specified debts, obligations or liabilities of the company.

☑ NO – All debts, obligations and liabilities are those of the company.

☐ YES – Those persons who are liable in their capacity as members for all debts, obligations or liability of the company have consented to this in writing.

10. The **purposes** for which this limited liability company is formed are as follows:
(Describe the type(s) of business activity which will be conducted, for example, "real estate," "construction of residential and commercial buildings," "commercial printing," "professional practice of architecture.")

Chemical dependency treatment services and any other lawful purpose.

11. Other provisions which may be set forth in the operating agreement or matters not inconsistent with law:
[See instructions for further information; use extra pages if necessary.]

12. The number of pages attached and included in these Articles is 0.

13. The requested effective date is: ☐ the date & time of filing
[Requested date may not be earlier than filing nor later than 90 days after filing.]
☑ the following date September 30, 2009 and time _____

Contact and Signature Information:

14. The number of acres it holds or expects to hold in West Virginia is: None

15. Phone # 408-367-0045 Contact person: Nathaniel Weiner

Signature of manager of a manager-managed company, member of a member-managed company, person organizing the company, if the company has not been formed or attorney-in-fact for any of the above.

Name [print or type]	Title/Capacity	Signature
Pamela B. Burke	Secretary	Pamela B Burke

Exhibit 3.63

AMENDED AND RESTATED
OPERATING AGREEMENT
OF
CHARLESTON TREATMENT CENTER, LLC

This Amended and Restated Operating Agreement (the "Agreement") of Charleston Treatment Center, LLC, a West Virginia limited liability company (the "Company"), is entered into by and between National Specialty Clinics, LLC, a Delaware limited liability company (the "Member") and the persons admitted to the Company as members who shall be identified on Schedule A, as amended from time to time, effective as of February 12, 2015.

WHEREAS, the Company is currently operating under a certain Operating Agreement, dated September 30, 2009 (the "Operating Agreement").

WHEREAS, the Member has deemed it in the best interest of the Company to amend and restate the Operating Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Organization. Effective September 30, 2009, the Company was converted from a corporation to a single-member limited liability company by the filing of a Certificate of Conversion in the office of the Secretary of State of West Virginia (the "Certificate").

Section 2. Registered Office; Registered Agent. The registered office of the Company in the State of West Virginia will be the initial registered office designated in the Certificate or such other office (which need not be a place of business of the Company) as the Member may designate from time to time in the manner provided by law. The registered agent of the Company in the State of West Virginia will be the initial registered agent designated in the Certificate, or such other person as the Member may designate from time to time in the manner provided by law. The principal office of the Company will be at such location as the Member may designate from time to time, which need not be in the State of West Virginia.

Section 3. Powers. The Company will have all powers permitted to be exercised by a limited liability company organized in the State of West Virginia.

Section 4. Term. The Company commenced on the date the Certificate was filed with the Secretary of State of West Virginia, and will continue in existence until terminated pursuant to this Agreement.

Section 5. Fiscal Year. The fiscal year of the Company for financial statement and federal income tax purposes will end on December 31 unless otherwise determined by the Member.

Section 6. Member. The Member owns 100% of the limited liability company interests in the Company.

Section 7. Address. The address of the Member is set forth below:

6100 Tower Circle, Suite 1000
Franklin, TN 37067

Section 8. New Members. No person may be admitted as a member of the Company without the approval of the Member.

Section 9. Liability to Third Parties. The Member will not have any personal liability for any obligations or liabilities of the Company, whether such liabilities arise in contract, tort or otherwise.

Section 10. Capital Contributions. On or before the date hereof, the Member has made a capital contribution in cash to the Company in the amount of $100.00. The Member will not be required to make any additional capital contributions to the Company except as may otherwise be agreed to by the Member.

Section 11. Participation in Profits and Losses. All profits and losses of the Company will be allocated to the Member.

Section 12. Distributions. Distributions will be made by the Company to the Member at such times as may be determined by the Member.

Section 13. Management. The power and authority to manage, direct and control the Company will be vested solely in the Member.

Section 14. Officers. The Member may, from time to time, designate one or more individuals to be officers of the Company, with such titles as the Member may assign to such individuals. The initial officers of the Company will be a President, a Secretary and two Vice Presidents as more specifically provided below. Officers so designated will have such authority and perform such duties as the Member may from time to time delegate to them. Any number of officer positions may be held by the same individual. Any officer may resign as such at any time by providing written notice to the Company. Any officer may be removed as such, either with or without cause, by the Member, in its sole discretion. Any vacancy occurring in any officer position of the Company may be filled by the Member. The officers of the Company, if and when designated by the Member, will have the authority, acting individually, to bind the Company.

Section 15. President. The President will, subject to the control of the Member, have general supervision, direction and control of the business and affairs of the Company. Subject to the control of the Member, the President will have the general powers and duties of management usually vested in the office of president and chief executive officer of corporations, and will have such other powers and duties as may be prescribed by the Member.

Section 16. Secretary. The Secretary will, subject to the control of the Member, prepare and keep the minutes of the proceedings of the Company in books provided for that purpose, see that all notices are duly given in accordance with the provisions of the Act, be custodian of the Company records, and will have the general powers and duties usually vested in the office of secretary of corporations, and will have such other powers and duties as may be prescribed by the Member.

Section 17. Vice Presidents. The Vice Presidents will, subject to the control of the Member, perform such duties as may be assigned to them by the President and will have the general powers and duties usually vested in the office of vice president of corporations, and will have such other powers and duties as may be prescribed by the Member. In the case of the death, disability or absence of the President, a Vice President shall perform and be vested with all the duties and powers of the President until the Member appoints a new President.

Section 18. Indemnification. The Company shall indemnify any individual who is or was a party or is or was threatened to be made a party to any action, suit, or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a manager, officer, employee or agent of the Company against expenses (including reasonable attorneys' fees and expenses), judgments, fines and amounts paid in settlement actually and reasonably incurred by such individual in connection with such action, suit or proceeding, to the extent permitted by applicable law. The right to indemnification conferred in this Section 18 includes the right of such individual to be paid by the Company the expenses incurred in defending any such action in advance of its final disposition (an "Advancement of Expenses"); provided, however, that the Company will only make an Advancement of Expenses upon delivery to the Company of an undertaking, by or on behalf of such Indemnitee, to repay all amounts so advanced if it is ultimately determined that such Indemnitee is not entitled to be indemnified under this Section 18 or otherwise.

Section 19. Dissolution. The Company will dissolve and its affairs will be wound up as may be determined by the Member, or upon the earlier occurrence of any other event causing dissolution of the Company under the Act. In such event, the Member will proceed diligently to wind up the affairs of the Company and make final distributions, and will cause the existence of the Company to be terminated.

Section 20. Amendment or Modification. This Agreement may be amended or modified from time to time only by a written instrument that is executed by the Member.

Section 21. Binding Effect. This Agreement will be binding on and inure to the benefit of the Member and its successors and assigns.

Section 22. Governing Law. This Agreement is governed by and will be construed in accordance with the law of the State of West Virginia without regard to the conflicts of law principles thereof.

IN WITNESS THEREOF, the undersigned hereto has executed this Agreement effective as of the date set forth above.

MEMBER:

NATIONAL SPECIALTY CLINICS, LLC

By: /s/ Christopher L. Howard
Christopher L. Howard
Vice President and Secretary

Schedule A

None

State of West Virginia

Certificate

I, Natalie E. Tennant, Secretary of State of the State of West Virginia, hereby certify that

CLARKSBURG TREATMENT CENTER, INC.
(A West Virginia Corporation)

filed an application for Conversion in my office as required by the provisions of the West Virginia Code and was found to conform to law.

Therefore, I issue this

CERTIFICATE OF CONVERSION

converting the incorporation to

CLARKSBURG TREATMENT CENTER, LLC
(a West Virginia Limited Liability Company)

Given under my hand and the Great Seal of the State of West Virginia on

September 30, 2009

Natalie E. Tennant

Secretary of State

(4)

Natalie E. Tennant
Secretary of State
State Capitol Bldg.
1900 Kanawha Blvd. East
Charleston, WV 25305

www.wvsos.com

Penney Barker, Manager
Corporations Division
Tel: (304) 558-8000
Fax: (304) 558-8381
Hrs - 8:30-5:00pm

business@wvsos.com

FEE: $25

WEST VIRGINIA
STATEMENT OF CONVERSION
of a domestic corporation to a domestic limited liability company
(form to accompany the articles of organization)

In accordance with §31D-11-1109 of the Code of West Virginia, the undersigned organization adopts the following Articles of Conversion.
(Check appropriate boxes and complete each line of the application)

1. ☑ The corporation was converted to a limited liability company

2. The name of the corporation that converted to a limited liability company, and if it has been changed, the name under which it was originally incorporated is:
CLARKSBURG TREATMENT CENTER, INC.

3. The date of filing of its original articles of incorporation with the West Virginia Secretary of State's Office is: Nov. 22, 2000 .

4. The name of the limited liability company into which the corporation shall be converted is:
CLARKSBURG TREATMENT CENTER, LLC

5. The following statement must be checked before the Secretary of State can approve the conversion.

   ☑ The conversion has been approved in accordance with the provisions of West Virginia Code §31D-11-1109. (see below)

31D-11-1109 (b) The Board of Directors of the corporation which desires to convert under this section shall adopt a plan of conversion approving the conversion and recommending the approval of the conversion by the shareholders of the corporation. Such resolution shall be submitted to the shareholders of the corporation at an annual or special meeting. The corporation must notify each shareholder, whether or not entitled to vote of the meeting of shareholders at which the plan of conversion is to be submitted for approval. At the meeting, t he plan of conversion shall be considered and a vote taken for its adoption or rejection. Approval of the plan of conversion requires the approval of all of the shareholders, whether or not entitled to vote.

6. The requested effective date is: ☐ the date and time of filing
[Requested date may not be earlier than filing nor later than 90 days after filing.] ☑ the following date: SEPTEMBER 30, 2009

7. Contact name and number of person to reach in case of problem with filing: (optional, however, listing one may help to avoid a return or rejection of filing if there appears to be a problem with the document)

Name: NATHANIEL WEINER Phone: 408-367-0946

FILED
SEP 30 2009
IN THE OFFICE OF
SECRETARY OF STATE

8. Signature of person executing document:

Signature

SECRETARY
Capacity in which he/she is signing
(Example: member, manager, etc.)

Natalie E. Tennant
Secretary of State
State Capitol Building
1900 Kanawha Blvd. East
Charleston, WV 25305-0770

Penney Barker, Manager
Corporations Division
Tel: (304) 558-8000
Fax: (304) 558-8381
Hours: 8:30 a.m. - 5:00 p.m. ET

WEST VIRGINIA
ARTICLES OF ORGANIZATION
OF LIMITED LIABILITY COMPANY

Control #_____

We, acting as organizers according to West Virginia Code §31B-2-202, adopt the following Articles of Organization for a West Virginia Limited Liability Company:

1. **The name of the West Virginia limited liability company shall be:** [The name must contain one of the required terms such as "limited liability company" or abbreviations such as "LLC" or "PLLC"--see instructions for list of acceptable terms.] CLARKSBURG TREATMENT CENTER, LLC

2. The company will be an: ☑ LLC ☐ professional LLC for the profession of _____

3. The **address** of the initial **designated office** of the company in WV, if any, will be: (need not be a place of the company's business)
   Street: NATIONAL REGISTERED AGENTS, INC.
   300 KANAWHA BLVD.
   City/State/Zip: CHARLESTON 25321 WV

4. The mailing address of the **principal office**, if different, will be:
   Street/Box: 20400 STEVENS CREEK BLVD., SUITE 600
   City/State/Zip: CUPERTINO, CA 95014

5. The name and mailing address of the **agent for service of process**, if any, is:
   Name: NATIONAL REGISTERED AGENTS, INC.
   Street: 300 KANAWHA BLVD.
   City/State/Zip: CHARLESTON, WV 25321

6. The name and address of each organizer.

Name	No. & Street	City, State, Zip
PAMELA B. BURKE	20400 STEVENS CREEK BLVD., #600	CUPERTINO, CA 95014

7. The company will be:
   ☑ an at-will company, for an indefinite period.
   ☐ a term company, for the term of _____ years.

8. The Company will be:

☑ **member-managed.** [List the name and address of each member with signature authority, attach an extra sheet if needed]

OR ☐ **manager-managed.** [List the name and address of each manager with signature authority, attach an extra sheet if needed.]

Name	Address	City, State, Zip
NATIONAL SPECIALTY CLINICS, LLC	20400 STEVENS CREEK BLVD. #600	CUPERTINO, CA 95014

9. All or specified members of a limited liability company are liable in their capacity as members for all or specified debts, obligations or liabilities of the company.

☑ NO – All debts, obligations and liabilities are those of the company.

☐ YES – Those persons who are liable in their capacity as members for all debts, obligations or liability of the company have consented to this in writing.

10. The **purposes** for which this limited liability company is formed are as follows:
(Describe the type(s) of business activity which will be conducted, for example, "real estate," "construction of residential and commercial buildings," "commercial printing," "professional practice of architecture.")

Chemical dependency treatment services and any other lawful purpose.

11. Other provisions which may be set forth in the operating agreement or matters not inconsistent with law:
[See instructions for further information; use extra pages if necessary.]

12. The number of pages attached and included in these Articles is 0.

13. The requested effective date is: ☐ the date & time of filing
[Requested date may not be earlier than filing nor later than 90 days after filing.]
☑ the following date September 30, 2009 and time _____

Contact and Signature Information:

14. The number of acres it holds or expects to hold in West Virginia is: None

Phone # 408-367-0045 Contact person: Nathaniel Weiner

15. Signature of manager of a manager-managed company, member of a member-managed company, person organizing the company, if the company has not been formed or attorney-in-fact for any of the above.

Name [print or type]	Title/Capacity	Signature
Pamela B. Burke	Secretary	Pamela B Burke

Exhibit 3.65

AMENDED AND RESTATED
OPERATING AGREEMENT
OF
CLARKSBURG TREATMENT CENTER, LLC

This Amended and Restated Operating Agreement (the "Agreement") of Clarksburg Treatment Center, LLC, a West Virginia limited liability company (the "Company"), is entered into by and between National Specialty Clinics, LLC, a Delaware limited liability company (the "Member") and the persons admitted to the Company as members who shall be identified on Schedule A, as amended from time to time, effective as of February 12, 2015.

WHEREAS, the Company is currently operating under a certain Operating Agreement, dated September 30, 2009 (the "Operating Agreement").

WHEREAS, the Member has deemed it in the best interest of the Company to amend and restate the Operating Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Organization. Effective September 30, 2009, the Company was converted from a corporation to a single-member limited liability company by the filing of a Certificate of Conversion in the office of the Secretary of State of West Virginia (the "Certificate").

Section 2. Registered Office: Registered Agent. The registered office of the Company in the State of West Virginia will be the initial registered office designated in the Certificate or such other office (which need not be a place of business of the Company) as the Member may designate from time to time in the manner provided by law. The registered agent of the Company in the State of West Virginia will be the initial registered agent designated in the Certificate, or such other person as the Member may designate from time to time in the manner provided by law. The principal office of the Company will be at such location as the Member may designate from time to time, which need not be in the State of West Virginia.

Section 3. Powers. The Company will have all powers permitted to be exercised by a limited liability company organized in the State of West Virginia.

Section 4. Term. The Company commenced on the date the Certificate was filed with the Secretary of State of West Virginia, and will continue in existence until terminated pursuant to this Agreement.

Section 5. Fiscal Year. The fiscal year of the Company for financial statement and federal income tax purposes will end on December 31 unless otherwise determined by the Member.

Section 6. Member. The Member owns 100% of the limited liability company interests in the Company.

Section 7. Address. The address of the Member is set forth below:

6100 Tower Circle, Suite 1000
Franklin, TN 37067

Section 8. New Members. No person may be admitted as a member of the Company without the approval of the Member.

Section 9. Liability to Third Parties. The Member will not have any personal liability for any obligations or liabilities of the Company, whether such liabilities arise in contract, tort or otherwise.

Section 10. Capital Contributions. On or before the date hereof, the Member has made a capital contribution in cash to the Company in the amount of $100.00. The Member will not be required to make any additional capital contributions to the Company except as may otherwise be agreed to by the Member.

Section 11. Participation in Profits and Losses. All profits and losses of the Company will be allocated to the Member.

Section 12. Distributions. Distributions will be made by the Company to the Member at such times as may be determined by the Member.

Section 13. Management. The power and authority to manage, direct and control the Company will be vested solely in the Member.

Section 14. Officers. The Member may, from time to time, designate one or more individuals to be officers of the Company, with such titles as the Member may assign to such individuals. The initial officers of the Company will be a President, a Secretary and two Vice Presidents as more specifically provided below. Officers so designated will have such authority and perform such duties as the Member may from time to time delegate to them. Any number of officer positions may be held by the same individual. Any officer may resign as such at any time by providing written notice to the Company. Any officer may be removed as such, either with or without cause, by the Member, in its sole discretion. Any vacancy occurring in any officer position of the Company may be filled by the Member. The officers of the Company, if and when designated by the Member, will have the authority, acting individually, to bind the Company.

Section 15. President. The President will, subject to the control of the Member, have general supervision, direction and control of the business and affairs of the Company. Subject to the control of the Member, the President will have the general powers and duties of management usually vested in the office of president and chief executive officer of corporations, and will have such other powers and duties as may be prescribed by the Member.

Section 16. Secretary. The Secretary will, subject to the control of the Member, prepare and keep the minutes of the proceedings of the Company in books provided for that purpose, see that all notices are duly given in accordance with the provisions of the Act, be custodian of the Company records, and will have the general powers and duties usually vested in the office of secretary of corporations, and will have such other powers and duties as may be prescribed by the Member.

Section 17. Vice Presidents. The Vice Presidents will, subject to the control of the Member, perform such duties as may be assigned to them by the President and will have the general powers and duties usually vested in the office of vice president of corporations, and will have such other powers and duties as may be prescribed by the Member. In the case of the death, disability or absence of the President, a Vice President shall perform and be vested with all the duties and powers of the President until the Member appoints a new President.

Section 18. Indemnification. The Company shall indemnify any individual who is or was a party or is or was threatened to be made a party to any action, suit, or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a manager, officer, employee or agent of the Company against expenses (including reasonable attorneys' fees and expenses), judgments, fines and amounts paid in settlement actually and reasonably incurred by such individual in connection with such action, suit or proceeding, to the extent permitted by applicable law. The right to indemnification conferred in this Section 18 includes the right of such individual to be paid by the Company the expenses incurred in defending any such action in advance of its final disposition (an "Advancement of Expenses"); provided, however, that the Company will only make an Advancement of Expenses upon delivery to the Company of an undertaking, by or on behalf of such Indemnitee, to repay all amounts so advanced if it is ultimately determined that such Indemnitee is not entitled to be indemnified under this Section 18 or otherwise.

Section 19. Dissolution. The Company will dissolve and its affairs will be wound up as may be determined by the Member, or upon the earlier occurrence of any other event causing dissolution of the Company under the Act. In such event, the Member will proceed diligently to wind up the affairs of the Company and make final distributions, and will cause the existence of the Company to be terminated.

Section 20. Amendment or Modification. This Agreement may be amended or modified from time to time only by a written instrument that is executed by the Member.

Section 21. Binding Effect. This Agreement will be binding on and inure to the benefit of the Member and its successors and assigns.

Section 22. Governing Law. This Agreement is governed by and will be construed in accordance with the law of the State of West Virginia without regard to the conflicts of law principles thereof.

IN WITNESS THEREOF, the undersigned hereto has executed this Agreement effective as of the date set forth above.

MEMBER:

NATIONAL SPECIALTY CLINICS, LLC

By: /s/ Christopher L. Howard
Christopher L. Howard
Vice President and Secretary

Schedule A

None

Exhibit 3.68

SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 01:23 PM 02/21/2003
030112976 – 2034136

CERTIFICATE OF MERGER

CRC Merger Corp., a Delaware corporation

with and into

Comprehensive Addiction Programs, Inc., a Delaware corporation

(filed pursuant to §251 of the General Corporation Law of Delaware)

Comprehensive Addiction Programs, Inc. (the "Corporation"), a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, does hereby CERTIFY:

1. That the name and state of organization of each of the constituent entities of the merger is as follows:

Name	Jurisdiction
CRC Merger Corp.	Delaware corporation
Comprehensive Addiction Programs, Inc.	Delaware corporation

2. That an Agreement and Plan of Reorganization by and among CRC Health Corporation, CRC Merger Corp., the Corporation and Sprout Growth, L.P. (the "Merger Agreement") providing for the merger of CRC Merger Corp. with and into the Corporation has been approved, adopted, certified, executed and acknowledged by each of the foregoing entities in accordance with §251 of the General Corporation Law of Delaware.

3. That the name of the surviving entity is Comprehensive Addiction Programs, Inc. (the "Surviving Corporation").

4. The merger shall be effective upon the filing and acceptance of this Certificate of Merger with the Secretary of State of the State of Delaware (the "Effective Time").

5. The executed Merger Agreement is on file at the principal place of business of the Corporation during regular business hours, such address being 105 N. Bascom Avenue, Second Floor, San Jose, CA 95128. A copy of such Merger Agreement will be furnished on request to any stockholder of either constituent corporation at no cost.

6. Upon the effectiveness of the merger, then in accordance with the provisions of the Merger Agreement, the Certificate of Incorporation of the Surviving Corporation shall be amended so as to read in its entirety in the form attached hereto as Attachment A.

IN WITNESS WHEREOF, Comprehensive Addiction Programs, Inc. has caused this Certificate to be executed as of the 21st of February, 2003.

COMPREHENSIVE ADDICTION PROGRAMS, INC.
a Delaware corporation

By: /s/ Jerome E. Rhodes
Name: Jerome E. Rhodes
Title: Chief Executive Officer

Attachment A

RESTATED CERTIFICATE OF INCORPORATION

OF

COMPREHENSIVE ADDICTION PROGRAMS, INC.

FIRST: The name of the corporation is:

Comprehensive Addiction Programs, Inc.

SECOND: The address of its registered office in the State of Delaware is 15 East North Street in the City of Dover, County of Kent. The name of its registered agent at such address is Incorporating Services, Ltd.

THIRD: The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH: The corporation is authorized to issue one class of stock, to be designated “Common Stock,” with a par value of $0.0001 per share. The total number of shares of Common Stock that the corporation shall have authority to issue is 1,000.

FIFTH: The business and affairs of the corporation shall be managed by or under the direction of the Board of Directors. In addition to the powers and authority expressly conferred upon them by statute or by this Restated Certificate of Incorporation or the Bylaws of the corporation, the directors are hereby empowered to exercise all such powers and do all such acts and things as may be exercised or done by the corporation. Election of directors need not be by written ballot, unless the Bylaws so provide.

SIXTH: The Board of Directors is authorized to make, adopt, amend, alter or repeal the Bylaws of the corporation. The stockholders shall also have power to make, adopt, amend, alter or repeal the Bylaws of the corporation.

SEVENTH: To the fullest extent permitted by the Delaware General Corporation Law, as the same exists or may hereafter be amended, a director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. Any repeal or modification of the foregoing provisions of this Article SEVENTH by the stockholders of the corporation shall not adversely affect any right or protection of a director of the corporation existing at the time of, or increase the liability of any director of the corporation with respect to any acts or omissions occurring prior to, such repeal or modification.

Exhibit 3.69

COMPREHENSIVE ADDICTION PROGRAMS, INC.

By-Laws

ARTICLE I
MEETING OF STOCKHOLDERS

SECTION 1.01. Place of Meetings. All meetings of stockholders of the Corporation shall be held at such place either within or without the State of Delaware as the Board of Directors or the officer calling the same shall specify in the respective notices or duly executed waivers of notice of said meetings.

SECTION 1.02. Annual Meetings. The annual meeting of the stockholders for the election of directors and for the transaction of such other business as may come before the meeting shall be held on such day of each year as the Board of Directors shall determine and at such place and hour as shall be designated in the notice thereof.

SECTION 1.03. Special Meetings. A special meeting of the stockholders for any purpose or purposes, unless otherwise prescribed by statute or by the Certificate of Incorporation,

may be called at any time by order of the Chairman of the Board, the President, the Board of Directors or the holders of at least 25% of the issued and outstanding shares of stock of the Corporation.

SECTION 1.04. Notice of Meetings. Except as otherwise required by statute or by the Certificate of Incorporation or these By-Laws, notice of each annual or special meeting of the stockholders shall be given to each stockholder of record entitled to vote at such meeting not less than ten or more than sixty days before the day on which the meeting is to be held, by delivering a typewritten or printed notice thereof to him personally, or by mailing a copy of such notice, postage prepaid, directly to each such stockholder at his address as it appears in the records of the Corporation, or by transmitting notice thereof to him at such address by telegraph or cable. Every such notice shall state the place and the data and hour of the meeting, and, in case of a special meeting, the purpose or purposes for which the meeting is called. Notice of any meeting of stockholders shall not be required to be given to any stockholder who shall attend such meeting in person or by proxy, or who shall, in person or by attorney thereunto authorized, waive such notice in writing, either before or after such meeting. Except as otherwise provided in these By-Laws, neither the business to be transacted at, nor the purpose of, any meeting of the stockholders need be specified in any such waiver of notice. Notice of any adjourned meeting of the stockholders shall not be required to be given, except when expressly required by law.

SECTION 1.05. Quorum. At each meeting of the stockholders of the Corporation, except as otherwise provided by the Certificate of Incorporation or these By-Laws, the holders of a majority of the issued and outstanding shares of stock of the Corporation entitled to vote at such meeting, present in person or represented by proxy, shall constitute a quorum for the transaction of business. In the absence of a quorum a majority in interest of the stockholders of the Corporation present in person or represented by proxy and entitled to vote, or, in the absence of a majority of all the stockholders entitled to vote, any officer entitled to preside at, or act as secretary of, such meeting, shall have the power to adjourn the meeting from time to time, until stockholders holding the requisite amount of stock shall be present or represented. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally called.

SECTION 1.06. Organization. At each meeting of the stockholders, one of the following shall act as chairman of the meeting and preside thereat, in the following order of precedence:

(a) the Chairman of the Board;

(b) the President;

(c) any Vice President designated by the Board of Directors to act as chairman at such meeting and preside thereat;

(d) the Secretary;

(e) any other officer of the Corporation designated by the Board of Directors to act as chairman of such meeting and to preside thereat if the Chairman of the Board, the President, the Vice Presidents and the Secretary shall be absent from such meeting; or

(f) a Stockholder of record of the Corporation who shall be chosen chairman of such meeting by a majority in voting interest of the stockholders present in person or by proxy and entitled to vote thereat.

The Secretary, or if he shall be presiding over the meeting in accordance with the provisions of this Section 1.06, or if he shall be absent from such meeting, the person (who shall be an Assistant Secretary, if an Assistant Secretary shall be present thereat) whom the chairman of such meeting shall appoint, shall act as secretary of such meeting and keep the minutes thereof.

SECTION 1.07. Order of Business. The order of business at each meeting of the stockholders shall be determined by the chairman of such meeting, but such order of business may be changed by a majority in voting interest of those present in person or by proxy at such meeting and entitled to vote thereat.

SECTION 1.08. Voting. Except as otherwise provided by law or by the Certificate of Incorporation or these By-Laws, at each meeting of the stockholders, every stockholder of the Corporation shall be entitled to one vote in person or by proxy for each share of stock of the Corporation held by him and registered in his name on the books of the Corporation:

(a) on the date fixed pursuant to Section 6.03 of these By-Laws as the record date for the determination of stockholders entitled to vote at such meeting; or

(b) if no such record date shall have been fixed, at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held.

A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of such meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting. Persons holding stock in a fiduciary capacity shall be entitled to vote the shares so held. Persons whose stock is pledged shall be entitled to vote, unless in the transfer by the pledgor on the books of the Corporation, he has expressly empowered the pledgee to vote thereon, in which case only the pledgee or his proxy may represent such stock and vote thereon. If shares or other securities having voting power stand of record in the names of two or more persons, whether fiduciaries, members of a partnership, joint tenants, tenants in common, tenants by the entirety or otherwise, or if two or more persons have the same fiduciary relationship respecting the same shares, unless the Secretary of the Corporation is given written notice to the contrary and is furnished with a copy of the instrument or order appointing them or creating the relationship wherein it is so provided, their acts with respect to voting shall have the following effect:

(a) if only one votes, his act binds all;

(b) if more than one vote, the act of the majority so voting binds all; and

(c) if more than one vote, but the vote is evenly split on any particular matter, such shares shall be voted in the manner provided by law.

If the instrument so filed shows that any such tenancy is held in unequal interests, a majority or even-split for the purposes of this Section 1.08 shall be a majority or even-split in interest. The Corporation shall not vote directly or indirectly any share of its own capital stock. Any vote of stock may be given by the stockholder entitled thereto in person or by his proxy appointed by an instrument in writing, subscribed by such stockholder or by his attorney thereunto authorized, delivered to the secretary of the meeting; provided, however, that no proxy shall be voted after three years from its date, unless said proxy provides for a longer period. At all meetings of the stockholders, all matters (except where other provision is made by law or by the Certificate of Incorporation or these By-Laws) shall be decided by the vote of a majority in interest of the stockholders present in person or by proxy at such meeting and entitled to vote thereon, a quorum being present. Unless demanded by a stockholder present in person or by proxy at any meeting and entitled to vote thereon, the vote on any question need not be by ballot. Upon a demand by any such

stockholder for a vote by ballot upon any question, such vote by ballot shall be taken. On a vote by ballot, each ballot shall be signed by the stockholder voting, or by his proxy, if there be such proxy, and shall state the number of shares voted.

SECTION 1.09. Inspection. The chairman of the meeting may at any time appoint two or more inspectors to serve at any meeting of the stockholders. Any inspector may be removed, and a new inspector or inspectors appointed, by the Board of Directors at any time. Such inspectors shall decide upon the qualifications of voters, accept and count the votes for and against the question, respectively, declare the results of such vote, and subscribe and deliver to the secretary of the meeting a certificate stating the number of shares of stock issued and outstanding and entitled to vote thereon and the number of shares voted for and against the question, respectively. The inspectors need not be stockholders of the Corporation, and any director or officer of the Corporation may be an inspector on any question other than a vote for or against his election to any position with the Corporation or on any other question in which he may be directly interested. Before acting as herein provided, each inspector shall subscribe an oath faithfully to execute the duties of an inspector with strict impartiality and according to the best of his ability.

SECTION 1.10. List of Stockholders. It shall be the duty of the Secretary or other officer of the Corporation who shall have charge of its stock ledger to prepare and make, at

least ten days before every meeting of the stockholders, a complete list of the stockholders entitled to vote thereat, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to any such meeting, during ordinary business hours, for a period of at least ten days prior to such meeting, either at a place within the city where such meeting is to be held, which place shall be specified in the notice of the meeting or, if not so specified, at the place where the meeting is to be held. Such list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

SECTION 1.11. Written Consent of Stockholders Without a Meeting. Any action required to be taken at any annual or special meeting of stockholders of the Corporation, or any action which may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

ARTICLE II
BOARD OF DIRECTORS

SECTION 2.01. General Powers. The business, property and affairs of the Corporation shall be managed by the Board of Directors. The Board may exercise all such authority and powers of the Corporation and do all such lawful acts and things as are not prohibited by statute or the Certificate of Incorporation.

SECTION 2.02. Number, Qualifications and Term of Office. The number of directors which shall constitute the whole Board of Directors shall be five. Each of the directors of the Corporation shall hold office until his successor shall be elected and shall qualify or until his earlier death or resignation or removal in the manner hereinafter provided.

SECTION 2.03. Election of Directors. At each meeting of the stockholders for the election of directors at which a quorum is present, the persons receiving the greatest number of votes of the shares entitled to vote, present in person or represented by proxy, shall be the directors. Unless an election by ballot shall be demanded as provided in Section 1.08 of these By-Laws, election of directors may be conducted in any manner approved at such meeting.

SECTION 2.04. Quorum and Manner of Acting. A majority of the whole Board of Directors shall constitute a quorum for the transaction of business at any meeting. The affirmative vote of a majority of the directors present at any meeting at

which a quorum is present shall be required for the taking of any action by the Board of Directors. In the absence of a quorum at any meeting of the Board, such meeting, unless it be the first meeting of the Board, need not be held, or a majority of the directors present thereat or, if no director be present, the Secretary may adjourn such meeting from time to time until a quorum shall be present. Notice of any adjourned meeting need not be given.

SECTION 2.05. Offices, Records, Place of Meetings. The Board of Directors may have an office or offices, keep the books and records of the Corporation and hold meetings at such place or places within or without the State of Delaware, as the Board of Directors may from time to time determine, and as shall be specified or fixed in the respective notices or waivers of notice of such meetings.

SECTION 2.06. Annual Meeting. The Board of Directors shall meet for the purpose of organization, the election of officers and the transaction of other business, as soon as practicable following each annual election of directors.

SECTION 2.07. Regular Meetings. Regular meetings of the Board of Directors shall be held at such places and at such times as the Board of Directors shall from time to time by resolution determine. Notice of regular meetings of the Board of Directors need not be given.

SECTION 2.08. Special Meetings; Notice. Special meetings of the Board of Directors shall be held whenever called by the Secretary or the President of the Corporation;

provided, however, that any one director may direct the Secretary of the Corporation to call a special meeting of the Board of Directors. Notice of each such meeting shall be mailed, by the Secretary to each director, addressed to him at his residence or usual place of business, at least five days before the day on which the meeting is to be held, or shall be sent to him at his residence or at such place of business by telegraph or cable, or be delivered personally or by telephone, not later than two days before the day on which the meeting is to be held. Each such notice shall state the time and place of the meeting but need not state the purposes thereof except as otherwise herein expressly provided. Notice of any such meeting need not be given to any director, however, if waived by him in writing or by telegraph or cable, whether before or after such meeting shall be held, or if he shall be present at such meeting.

SECTION 2.09. Organization. At each meeting of the Board of Directors, the Chairman of the Board, or in the absence of the Chairman of the Board, any director chosen by a majority of the directors present thereat, shall preside. The Secretary, or in his absence, an Assistant Secretary of the Corporation, or in the absence of the Secretary and all Assistant Secretaries, a person whom the chairman of such meeting shall appoint, shall act as Secretary of such meeting and keep the minutes thereof.

SECTION 2.10. Order of Business. At all meetings of the Board of Directors business shall be transacted in the order determined by the Board of Directors.

SECTION 2.11. Action by Content. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if prior to such action a written consent thereto is signed by all members of the Board of Directors or of such committee, as the case may be, and such written consent is filed with the minutes of the proceedings of the Board of Directors or such committee.

SECTION 2.12. Telephone, etc. Meetings. Members of the Board of Directors, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors, or such committee, by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation shall constitute presence in person at such meeting.

SECTION 2.13. Removal of Directors. Any director may be removed, either with or without cause, at any time, by the affirmative vote of the holders of record of a majority of the issued and outstanding stock entitled to vote for the election of directors of the Corporation given at a special meeting of the stockholders called and held for the purpose; and the vacancy in the Board of Directors caused by any such removal may be filled by such stockholders at such meeting, or, if the stockholders shall fail to fill such vacancy, as in these By-Laws provided.

SECTION 2.14. Resignation. Any director of the Corporation may resign at any time by giving written notice of his

resignation to the Chairman of the Board or the Secretary of the Corporation. Such resignation shall take effect at the time specified therein, or, if the time when it shall become effective shall not be specified therein, then it shall take effect when accepted by action of the Board of Directors. Except as aforesaid, the acceptance of such resignation shall not be necessary to make it effective.

SECTION 2.15. Vacancies. Any vacancy in the Board of Directors caused by death, resignation, removal, disqualification, an increase in the number of directors or any other cause, may be filled by a majority vote of the remaining directors then in office, or by a sole remaining director, or by the stockholders of the Corporation at the next annual meeting or any special meeting called for the purpose and each director so elected shall hold office until his earlier resignation or removal or until his successor shall be elected and qualified.

SECTION 2.16. Compensation. Each director, in consideration of his serving as such, shall be entitled to receive from the Corporation such amount per annum or such fees for attendance at directors' meetings, or both, as the Board of Directors shall from time to time determine. The Board of Directors may likewise provide that the Corporation shall reimburse each director or member of a committee for any expenses incurred by him on account of his attendance at any such meeting. Nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity and receiving proper compensation therefor.

SECTION 2.17. Indemnification of Directors and Officers. The Corporation shall indemnify, in the manner and to the full extent permitted by law, any person (or the estate of any person) who was or is a party to, or is threatened to be made a party to, any threatened, pending or completed action, suit or proceeding, whether or not by or in the right of the Corporation, and whether civil, criminal, administrative, investigative or otherwise, by reason of the fact that such person is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise. Where required by law, the indemnification provided for herein shall be made only as authorized in the specific case upon a determination, in the manner provided by law, that indemnification of the director, officer, employee or agent is proper under the circumstances. The Corporation may, to the full extent permitted by law, purchase and maintain insurance on behalf of any such person against any liability which may be asserted against him. To the full extent permitted by law, the indemnification provided herein shall include expenses (including attorneys' fees), judgments, fines and amounts paid in settlement, and, in the manner provided by law, any such expenses may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding. The indemnification provided herein shall not be deemed to limit the right of the Corporation to indemnify any other person for any such expenses to the full

extent permitted by law, nor shall it be deemed exclusive of any other rights to which any person seeking indemnification from the Corporation may be entitled under any agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office.

ARTICLE III
COMMITTEES

The Board of Directors may, by resolution or resolutions, passed by a majority of the whole Board of Directors, designate one or more committees, each such committee to consist of one or more directors of the Corporation, which to the extent provided in said resolution or resolutions shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the Corporation and may authorize the seal of the Corporation to be affixed to all papers which may require it, such committee or committees to have such name or names as may be determined from time to time by resolution adopted by the Board of Directors. A majority of all the members of any such committee may determine its action and fix the time and place of its meetings, unless the Board of Directors shall otherwise provide. The Board of Directors shall have power to change the members of any such committee at any time, to fill vacancies and to discharge any such committee, either with or without cause, at any time.

ARTICLE IV
OFFICERS

SECTION 4.01. Number. The principal officers of the Corporation shall be a Chairman of the Board, President, one or more Vice Presidents (the number thereof to be determined by the Board of Directors and one or more of whom may be designated as Executive or Senior Vice Presidents), a Secretary and a Treasurer. In addition, there may be such subordinate officers, agents and employees as may be appointed in accordance with the provisions of Section 4.03. Any two or more offices may be held by the same person.

SECTION 4.02. Election, Qualifications and Term of Office. Each officer of the Corporation, except such officers as may be appointed in accordance with the provisions of Section 4.03, shall be elected annually by the Board of Directors, and shall hold office until his successor shall have been duly elected and qualified, or until his death, or until he shall have resigned or shall have been removed in the manner herein provided.

SECTION 4.03. Subordinate Officers. The Corporation may have such subordinate officers, agents and employees as the Board of Directors may deem necessary, including one or more Assistant Secretaries, one or more Assistant Treasurers, a Comptroller and one or more Assistant Comptrollers, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors or the Chairman of the Board may from time to time determine. The Board of

Directors may delegate to any principal officer the power to appoint or remove any such subordinate officers, agents or employees.

SECTION 4.04. Removal. Any officer may be removed, either with or without cause, by the vote of a majority of the whole Board of Directors or, except in case of any officer elected by the Board of Directors, by any officer upon whom the power of removal may be conferred by the Board of Directors.

SECTION 4.05. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the Chairman of the Board, the President or the Secretary of the Corporation. Any such resignation shall take effect at the time specified therein or, if the time when it shall become effective shall not be specified therein, then it shall take effect when accepted by action of the Board of Directors. Except as aforesaid, the acceptance of such resignation shall not be necessary to make it effective.

SECTION 4.06. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled for the unexpired portion of the term in the manner prescribed in these By-Laws for regular election or appointment to such office.

Section 4.07. Chairman of the Board. The Chairman of the Board shall be the chief executive and administrative officer of the Corporation and shall preside at all meetings of the Board of Directors and stockholders. The Chairman of the Board shall possess the same power as the President to sign or

countersign all certificates, contracts and other instruments of the Corporation and to conduct the management of the business of the Corporation. In addition, he shall perform all duties and have such responsibilities as from time to time may be determined by the Board of Directors.

SECTION 4.08. President. The President shall be the chief operating officer of the Corporation and shall have general and active management of the business of the Corporation and supervision of the other officers, agents and employees of the Corporation. He shall perform all duties and have such responsibilities as from time to time may be determined by the Board of Directors.

SECTION 4.09. Vice President. Each Vice President shall have such powers and perform such duties as from time to time may be assigned to him by the Board of Directors or the President.

SECTION 4.10. Secretary. The Secretary shall:

(a) record and keep or cause to be kept in one or more books provided for the purpose, the minutes of the meetings of the Board, the committees of the Board and the stockholders;

(b) see that all notices are duly given in accordance with the provisions of these By-Laws and as required by law;

(c) be custodian of all records and the seal of the Corporation and affix and attest the seal to all stock certificates of the Corporation (unless

the seal of the Corporation on such certificates shall be a fascimile, as hereinafter provided) and affix and attest the seal to all other documents to be executed on behalf of the Corporation under its seal;

(d) see that the books, reports, statements, certificates and other documents and records required by law to be kept and filed are properly kept and filed; and

(e) in general, perform all the duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the Board of Directors or the Chairman of the Board.

SECTION 4.11. The Treasurer. The Treasurer shall have charge and custody of, and be responsible for, all funds and securities of the Corporation, and shall deposit all such funds to the credit of the Corporation in such banks, trust companies or other depositaries as shall be selected in accordance with the provisions of these By-Laws; he shall disburse the funds of the Corporation as may be ordered by the Board of Directors, making proper vouchers for such disbursements, and shall render to the Board of Directors, whenever the Board may require him so to do, and shall present at the annual meeting of the stockholders, a statement of all his transactions as Treasurer; and, in general, he shall perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the Board of Directors or the Chairman of the Board.

SECTION 4.12. Salaries. The salaries of the officers shall be fixed from time to time by the Board of Directors, and none of such officers shall be prevented from receiving a salary by reason of the fact that he is also a director of the Corporation.

ARTICLE V
CONTRACTS, CHECKS, DRAFTS, BANK ACCOUNTS. ETC.

SECTION 5.01. Execution of Contracts. The Board of Directors may authorize any officer or officers or agent or agents of the Corporation to enter into any contract or execute and deliver any instrument in the name and on behalf of the Corporation, and such authority may be general or confined to specific instances, and, unless so authorized by the Board of Directors, no officer, agent or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable pecuniarily for any purpose or to any amount.

SECTION 5.02. Loans. No loan shall be contracted on behalf of the Corporation, and no evidence of indebtedness shall be issued, endorsed or accepted in its name, unless authorized by the Board of Directors. Such authority may be general or confined to specific instances. When so authorized the officer or officers thereunto authorized may effect loans and advances at any time for the Corporation from any bank,

trust company or other institution, or from any firm, corporation or individual, and for such loans and advances may make, execute and deliver promissory notes or other evidences of indebtedness of the Corporation and, when authorized as aforesaid, as security for the payment of any and all loans, advances, indebtedness and liabilities of the Corporation, may mortgage, pledge, hypothecate or transfer any real or personal property at any time owned or held by the Corporation and to that end execute instruments of mortgage or pledge or otherwise transfer such property.

SECTION 5.03. Checks, Drafts, Etc. All checks, drafts, bills of exchange or other orders for the payment of money, obligations, notes, or other evidences of indebtedness, bills of lading, warehouse receipts and insurance certificates of the Corporation, shall be signed or endorsed by such officer or officers, agent or agents, attorney or attorneys, employee or employees, of the Corporation as shall from time to time be determined by resolution of the Board of Directors.

SECTION 5.04. Deposits. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositaries as the Board of Directors may from time to time designate, or as may be designated by an officer or officers or agent or agents of the Corporation to whom such power may be delegated by the Board of Directors for the purpose of such deposit and for the purpose of collection for the account of the Corporation, all checks, drafts, and other orders for the

payment of money which are payable to the order of the Corporation, may be endorsed, assigned and delivered by any officer of the Corporation or in such other manner as may from time to time be determined by resolution of the Board of Directors.

SECTION 5.05. Proxies in Respect of Securities of Other Corporations. Unless otherwise provided by resolution adopted by the Board of Directors, the Chairman of the Board, or the President may from time to time appoint an attorney or attorneys, or agent or agents, of the Corporation, in the name and on behalf of the Corporation to cast the votes which the Corporation may be entitled to cast as the holder of stock or other securities in any other corporation any of whose stock or other securities may be held by the Corporation, at meetings of the holders of the stock or other securities of such other corporation, or to consent in writing, in the name of the Corporation as such holder, to any action by such other corporation, and may instruct the person or persons so appointed as to the manner of casting such votes or giving such consent, and may execute or cause to be executed in the name and on behalf of the Corporation and under its corporate seal, or otherwise, all such written proxies or other instruments as he may deem necessary or proper in the premises.

ARTICLE VI
BOOKS AND RECORDS

SECTION 6.01. Place. The books and records of the Corporation may be kept at such places within or without the

State of Delaware, as the Board of Directors may from time to time determine. The stock record books and the blank stock certificate books shall be kept by the Secretary or by any other officer or agent designated by the Board of Directors.

SECTION 6.02. Addresses of Stockholders. Each stockholder shall designate to the Secretary of the Corporation an address at which notices of meetings and all other corporate notices may be served upon or mailed to him, and if any stockholder shall fail to designate such address, corporate notices may be served upon him by mail, postage prepaid, to him at his post office address last known to the Secretary of the Corporation, or by transmitting a notice thereof to him at such address by telegraph or cable.

SECTION 6.03. Fixing of a Date for Determination of Stockholders of Record. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or at any adjournment thereof, or to express consent to corporate action without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any exchange or conversion of stock or for the purpose of any other lawful action, the Board of Directors may fix, in advance, the record date, which shall not be more than sixty nor less than ten days before the date of such meeting, nor more than sixty days prior to any other action. If no such record date shall be fixed by the Board of Directors, the record date for determining stockholders for any purpose other

than entitlement to notice of or to vote at a meeting of stockholders shall be at the close of business on the day on which the Board of Directors shall adopt the resolution relating thereto. The record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders, if not fixed by the Board of Directors, shall be at the close of business on the date next following the day on which notice is given, or if notice is waived, at the close of business on the date next preceding the day on which the meeting is held.

ARTICLE VII
SHARES AND THEIR TRANSFER

SECTION 7.01. Certificates of Stock. Every owner of stock of the Corporation shall be entitled to have a certificate certifying the number of shares owned by him in the Corporation and designating the class; of stock to which such shares belong, which shall otherwise be in such form as the Board of Directors shall prescribe. Each such certificate shall be signed by, or in the name of the Corporation by, the Chairman of the Board, the President or a Vice President and the Treasurer or an Assistant Treasurer or the Secretary or an Assistant Secretary of the Corporation. In case any officer or officers who shall have signed any such certificate or certificates shall cease to be such officer or officers of the Corporation, whether because of death, resignation or otherwise, before such certificate or certificates shall have been delivered by the Corporation, such certificate or certificates may nevertheless be adopted by the

Corporation and be issued and delivered as though the person or persons who signed such certificate had not ceased to be such officer or officers of the Corporation.

SECTION 7.02. Record. A record shall be kept of the name of the person, firm or corporation owning the stock represented by each certificate for stock of the Corporation issued, the number of shares represented by each such certificate, and the date thereof, and, in the case of cancellation, the date of cancellation. The person in whose name shares of stock stand on the books of the Corporation shall be deemed the owner thereof for all purposes as regards the Corporation.

SECTION 7.03. Transfer of Stock. Transfer of shares of the stock of the Corporation shall be made only on the books of the Corporation by the registered holder thereof, or by his attorney thereunto authorized by power of attorney duly executed and filed with the Secretary of the Corporation, and on the surrender of the certificate or certificates for such shares properly endorsed.

SECTION 7.04. Lost, Destroyed or Mutilated Certificates. In case of the alleged loss or destruction or the mutilation of a certificate representing capital stock of the Corporation, a new certificate may be issued in place thereof, in the manner and upon such terms as the Board of Directors may prescribe.

ARTICLE VIII
DIVIDENDS AND RESERVES

The Board of Directors may, from time to time, determine whether any, and, if any, what part of the net profits of the Corporation, or of its net assets in excess of its capital, available therefor pursuant to law and to the Certificate of Incorporation, shall be declared by it as dividends on the stock of the Corporation. The Board of Directors may, in its discretion, in lieu of declaring any such dividend, use and apply any of such net profits or net assets as a reserve for working capital, to meet contingencies, for the purpose of maintaining or increasing the property or business of the Corporation or for any other lawful purpose which it may think conducive to the best interests of the Corporation.

ARTICLE IX
SEAL

The Board of Directors shall provide a corporate seal, which shall be in the form of a circle and shall bear the name of the Corporation and the words and figures “Corporate Seal 1984, Delaware”.

ARTICLE X
FISCAL YEAR

The fiscal year of the Corporation shall be from October 1 through September 30, and shall be subject to change by the Board of Directors.

ARTICLE XI
WAIVER OF NOTICE

Whenever any notice whatever is required to be given by statute, these By-Laws or the Certificate of Incorporation, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE XII
AMENDMENTS

These By-Laws may be altered, amended or repealed by the vote of a majority of the whole Board of Directors, subject to the power of the holders of a majority of the outstanding stock of the Corporation entitled to vote in respect thereof, by their vote given at an annual meeting or at any special meeting, to alter, amend or repeal any By-Law made by the Board of Directors.

PROPOSED AMENDMENT TO CORPORATE BYLAWS
OF
COMPREHENSIVE ADDICTION PROGRAMS, INC.
AUGUST 22, 1990

PURSUANT to Article XIII of the Bylaws of Comprehensive Addiction Programs, Inc. (the "Corporation"), the Board of Directors hereby amends the Bylaws of the Corporation to include Article XIII which shall read as follows:

ARTICLE XIII
FACILITY GOVERNING BODY

A Facility Governing Body shall be the appointed body to operate the facility owned by the Corporation under the authority granted by the Board of Directors of the corporation. Each such Governing Body shall have its own set of Bylaws entitled "Governing Body Bylaws".

COMPREHENSIVE ADDICTION PROGRAMS, INC.

AMENDMENT
TO
BY-LAWS

The following amendments to the By-Laws of Comprehensive Addiction Programs, Inc., were duly approved by the unanimous written consent of the Directors of the Corporation (as required by ARTICLE EIGHTH, Section 1 of the Third Restated Certificate of Incorporation), and by holders of at least 75% of the issued and outstanding shares of all Series of Preferred Stock of the Corporation (voting as one class) (as required by Section 9.3 of the Purchase and Amendatory Agreement dated December 10, 1987)

1. ARTICLE II, Section 2.02 : The first sentence is hereby deleted and the following sentence is hereby substituted in lieu thereof:

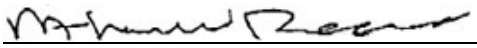
The number of directors that shall constitute the whole Board of Directors shall be five; provided, however, that during any time that the President and Chief Operating Officer of the Corporation would not otherwise be serving on a five-person Board of Directors, the number of directors that shall constitute the whole Board of Directors shall be seven.

2. Wherever the title “Chairman of the Board” appears, the words “and Chief Executive Officer” are added and wherever the title “President” appears, the words “and Chief Operating Officer” are added.

ATTEST:

Ass't Secretary

COMPREHENSIVE ADDICTION PROGRAMS, INC.

By: 

Michael W. Beavers,
President

[SEAL]

Dated: November __, 1988 February 10, 1989

EXHIBIT B

COMPREHENSIVE ADDICTION PROGRAMS, INC.

AMENDMENT
TO
BY-LAWS

The following amendments to the By-Laws of Comprehensive Addiction Programs, Inc., were duly approved by the unanimous written consent of the Directors of the Corporation (as required by ARTICLE EIGHTH, Section 1 of the Third Restated Certificate of Incorporation), and by holders, of at least 75% of the issued and outstanding shares of all Series of Preferred Stock of the Corporation (voting as one class) (as required by Section 9.3 of the Purchase and Amendatory Agreement dated December 10, 1987)

1. ARTICLE II, Section 2.02 : The first sentence is hereby deleted and the following sentence is hereby substituted in lieu thereof:

The number of directors that shall constitute the whole Board of Directors shall be five; provided, however, that during any time that the President and Chief Operating Officer of the Corporation would not otherwise be serving on a five-person Board of Directors, the number of directors that shall constitute the whole Board of Directors shall be seven.

2. Wherever the title “Chairman of the Board” appears, the words “and Chief Executive Officer” are added and wherever the title “President” appears, the words “and Chief Operating Officer” are added.

ATTEST:

Secretary (ASST.)

[SEAL]

Dated: 1/24/89, 1989

Embossed Notary Seal
Notary Public
My Commission Expires September 30, 1991
REBECCA MAZE SIMMONS

COMPREHENSIVE ADDICTION PROGRAMS, INC.

By:

Michael W. Beavers,
President

Form 2-Sec. State 1984

ARTICLES OF INCORPORATION

Executed by the undersigned for the purpose of forming a Wisconsin corporation under the "Wisconsin Business Corporation Law", Chapter 180 of the Wisconsin Statutes:

Article 1.

The name of the corporation is CORAL HEALTH SERVICES, INC.

DEC 26 02:14PM
#. #
111703 DCORP 70 70.00

Article 2.

The period of existence shall be perpetual.

Article 3.

The purposes shall be to engage in any lawful activities authorized by Chapter 180 of the Wisconsin Statutes.

Article 4.

The number of shares which it shall have authority to issue, itemized by classes, par value of shares, shares without par value, and series, if any, with a class, is:

Class	Series (If any)	Number of shares	Par value per share or statement that shares are without par value
Common	None	2,800	No par value

Article 5.

The preferences, limitation, designation, and relative rights of each class or series of stock, are no par stock may be issued by the corporation from time to time for such consideration as may be fixed from time to time by the Board of Directors thereof, and any and all shares so issued, the fixed consideration for which has been paid or delivered, shall be deemed fully paid stock and not liable for any further call or assessment thereon, and the holder of such stock shall not be liable for any further payment.

Article 6.

The initial registered office is located in Milwaukee County, Wisconsin, and the address of such registered office is

3291 North Sherman Boulevard
Milwaukee, WI 53216

The complete address, including street and number, if assigned, and the ZIP code, must be stated.

Article 7.

Name of initial registered agent at such address is Nellie W. Kendrick

– See instructions and suggestions elsewhere on the form –

Article 8. The number of directors constituting the board of directors shall be fixed by by-law.	XXX	XXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX .

(Strike out the Article 8 you do not use)

Article 9. *(Use of Article 9 is optional — see instructions)*

The names of the initial directors are:

Article 10. *(Other provisions)*

The corporation shall, at all times, have first option or opportunity to purchase any and all shares of issued stock from any stockholder desiring to sell same before any stock-holder may offer such shares of stock for sale on the open market.

Article 11.

These articles may be amended in the manner authorized by law at the time of amendment.

Article 12.

The name and address of incorporator (or incorporators) are:

NAME	ADDRESS (street & number, city, state & ZIP code)
Nellie W. Kendrick	3291 N. Sherman Blvd. Milwaukee, WI 53216

Executed in duplicate on the 20 day of December, 1990

	/s/ Nellie W. Kendrick
All incorporators	Nellie W. Kendrick
SIGN HERE	

STATE OF WISCONSIN

ss.

County of Milwaukee

Personally came before me this 20 day of December A.D., 1998 the aforenamed incorporator(s) Nellie W. Kendrick

to me known to be the person who executed the foregoing instrument, and acknowledged the same.

/s/ Thomas E. Dolan
Notary Public
Thomas E. Dolan

My Commission XXXXX is permanent (Seal)

This document was drafted by THOMAS E. DOLAN, Atty. *(See instructions)*
(Name of person — please print or type)

INSTRUCTIONS AND SUGGESTIONS

CONTENT OF THE FORM

A. *Article 1*. The name must contain “Corporation”, “Incorporated”, or “Limited” or the abbreviation of one of those words.

B. *Article 2*. Insert “perpetual” or insert any limitation desired, but not “indefinite”.

C. *Article 3*. You may strike out the inprinted purposes clause and substitute a clause to cite particular purposes, should you so desire. (The statute expressly states that it is not necessary to enumerate the powers.)

D. *Article 4*. For the minimum filing fee, you may authorize 2,800 shares of no par value stock, or $S6,000 of par value stock. Some quantity of capital stock is to be authorized. See instructions on “Filing fees”

E. *Article 5*. This means, in substance, that this article must show all the rights, privileges, and restrictions as between classes of stock and as between series of stock in any class. If desired, a provision may be inserted authorizing the directors to fix the variations in rights as to series of any class. If none, so specify.

F. *Articles 6 & 7*. The corporation must have a registered office in Wisconsin and a registered agent at such office. This office need not be the same as the corporation’s place of business, but it must be the business office of the registered agent. The address of the registered office must be physically described, i.e., give the street name and number, when assigned, and city and ZIP code in Wisconsin, and the county within which the office is located. P.O. Box addresses may also be included for mailing purposes. BUT ARE INSUFFICIENT ALONE!

G. *Article 9*. Sec. 180.32 (1) provides that the initial board of directors may be named in the articles of incorporation. If you do not name the initial board, strike out article 9.

H. *Article 10*. Provided as a place in which to insert any desired material such a restricting preemptive rights, stock transfer restrictions, quorum provisions, etc.

Exhibit 3.71

BY-LAWS

ARTICLE I

IDENTIFICATION

Section 1 — Name.

The name of the corporation shall be CORAL HEALTH SERVICES, INC. (hereinafter referred to as the "corporation").

Section 2 — Seal.

The corporation shall have a corporate seal which shall be as follows: A circular disc, on the outer margin of which shall appear the corporate name and State of Incorporation, with the words "Corporate Seal" through the center, so mounted that it may be used to impress these words in raised letters upon paper. The Secretary shall be in charge of the seal.

Section 3 — Fiscal Year.

The fiscal year of the corporation shall begin at the beginning of the first day of January and end at the close of the last day of December next succeeding.

ARTICLE II

CAPITAL STOCK

Section 1 — Consideration for Shares.

The Board of Directors shall cause the corporation to issue the capital stock of the corporation for such consideration as has been fixed by such board in accordance with the provisions of the Articles of Incorporation.

Section 2 — Payment of Shares.

Subject to the provisions of the Articles of Incorporation, the consideration for the issuance of shares of the capital stock of the corporation may be paid, in whole or in part, in money, in other property, tangible or intangible, or in labor actually performed for, or services actually rendered to, the corporation; provided, however, that the part of the surplus of a corporation which is transferred to capital upon the issuance of shares as a share dividend shall be deemed to be the consideration for the issuance of such shares. When payment of the consideration for which a share was authorized to be issued shall have been received by the corporation, or when surplus shall have been transferred to capital upon the issuance of a share dividend, such share shall be declared and taken to be fully paid and not liable to any

further call or assessment, and the holder thereof shall not be liable for any further payments thereon. In the absence of actual fraud in the transaction, the judgment of the board of directors as to the value of such property, labor or services received as consideration, or the value placed by the board of directors upon the corporate assets in the event of a share dividend shall be conclusive. Promissory notes or future services shall not be accepted in payment or part payment of any of the capital stock of the corporation.

Section 3 — Certificates for Shares.

The corporation shall issue to each shareholder a certificate signed by the president or a vice-president, and the secretary of the corporation certifying the number of shares owned by him in the corporation. Where such certificate is also signed by a transfer agent or registrar, the signatures of the president, vice-president or secretary may be facsimiles. The certificate shall state the name of the registered holder, the number of shares represented thereby, the par value of each share or a statement that such shares have no par value, and whether such shares have been fully paid up. The certificate shall be legibly stamped to indicate the per centum which has been paid up, and as further payments are made thereon, the certificate shall be stamped accordingly.

If the corporation issues more than one class, every certificate issued shall state the kind and class of shares represented thereby, and that a statement of the relative rights, interests, preferences and restrictions of such class, in full, will be furnished by the corporation to any shareholder upon written request and without charge.

Section 4 — Form of Certificates.

The stock certificates to represent the shares of the capital stock of this corporation shall be in such form, not inconsistent with the laws of the State of Indiana, as may be adopted by the board of directors.

Section 5 — Transfer of Stock.

Title to a certificate and to the shares represented thereby can be transferred only:

(1) By delivery of the certificate endorsed either in blank or to a specified person by the person appearing by the certificate to be the owner of the shares represented thereby; or

(2) By delivery of the certificate and a separate document containing a written assignment of the certificate or a power of attorney to sell, assign, or transfer the same or the shares represented thereby, signed by the person appearing by the certificate to be the owner of the shares represented thereby. Such assignment or power of attorney may be either in blank or to a specified person.

Section 6 — Closing of Transfer Books.

The transfer books shall be closed for a period of ten days prior to the date set for any meeting of shareholders, and during such period no new certificate of stock shall be issued by this corporation and no change or transfer shall be made upon the records thereof.

ARTICLE III

MEETINGS OF SHAREHOLDERS

Section 1 — Place of Meetings.

All meetings of shareholders shall be held within this state and at the principal office of the corporation, unless otherwise provided in the Articles of Incorporation.

Section 2 — Annual Meeting.

The annual meeting of the shareholders for the election of directors and for the transaction of such other business as may properly come before the meeting, shall be held at ten o’clock in the forenoon of the 2nd Tuesday in June of each year, if such day is not a legal holiday, and if a holiday, then on the first following day that is not a legal holiday. If for any reason the annual meeting of the shareholders shall not be held at the time and place herein provided, the same may be held at any time thereafter, but not later than five months after the close of each fiscal year of the corporation.

Section 3 — Special Meetings.

Special meetings of the shareholders may be called by the president, by the board of directors, or by shareholders holding not less than one-fourth of all the shares of capital stock outstanding and entitled by the Articles of Incorporation to vote on the business proposed to be transacted thereat.

Section 4 — Notice of Meetings.

A written or printed notice, stating the place, day and hour of the meeting, and in case of a special meeting the purpose or purposes for which the meeting is called, shall be delivered or mailed by the secretary or by the officers or persons calling the meeting, to each holder of the capital stock of the corporation at the time entitled to

vote, at such address as appears upon the records of the corporation, at least ten days before the date of the meeting. Notice of any such meeting may be waived in writing by any shareholder if the waiver sets forth in reasonable detail the purpose or purposes for which the meeting is called, and the time and place thereof. Attendance at any meeting, in person or by proxy shall constitute a waiver of notice of such meeting.

Section 5 — Voting at Meetings.

Except as otherwise provided by the provisions of the Articles of Incorporation, every shareholder shall have the right at every shareholders' meeting of the corporation to one vote for each share of stock standing in his name on the books of the corporation.

No share shall be voted at any meeting:

(1) Upon which an installment is due and unpaid; or

(2) Which shall have been transferred on the books of the corporation within ten days next preceding the date of the meeting; or

(3) Which belongs to the corporation that issued the share.

Section 6 — Proxies.

A shareholder may vote, either in person or by proxy executed in writing by the shareholder or a duly authorized attorney-in-fact. No proxy shall be valid after eleven (11) months from the date of its execution, unless a longer time is expressly provided therein.

Section 7 — Quorum.

Unless otherwise provided by the Articles of Incorporation, at any meeting of shareholders, a majority of the shares of the capital stock outstanding and entitled by the Articles of Incorporation to vote, represented in person or by proxy, shall constitute a quorum -

Section 8 — Organization.

The president and in his absence, the vice-president, and in their absence any shareholder chosen by the shareholders present, shall call meetings of the shareholders to order and shall act as chairman of such meetings, and the secretary of the company shall act as secretary of all meetings of the shareholders. In the absence of the secretary the presiding officer may appoint a shareholder to act as secretary of the meeting.

Section 9 — Written Consent.

Any action required or permitted to be taken at a meeting of the shareholders, may be taken without a, meeting if, prior to such action, a consent in writing setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof, and such written consent is filed with the shareholders' minutes.

ARTICLE IV

BOARD OF DIRECTORS

Section 1 — Board of Directors.

The board of directors shall consist of two members, who shall be elected annually by a majority of the shares represented at the annual meeting of the shareholders. Such directors shall hold office until the next annual meeting of the shareholders and until their successors are elected and qualified. Directors need not be shareholders unless the Articles of Incorporation so require.

Section 2 — Duties.

The corporate power of this corporation shall be vested in the board of directors, who shall have the management and control of the business of the corporation. They shall employ such agents and servants as they may deem advisable, and fix the rate of compensation of all agents, employees and officers.

Section 3 — Resignation.

A director may resign at any time by filing his written resignation with the secretary.

Section 4 — Removal.

At a meeting of shareholders called expressly for that purpose, directors may be removed in the manner provided in this section, unless otherwise provided in the Articles of Incorporation. Any or all of the members of the board of directors may be removed, with or without cause, by a vote of the holders of a majority of the shares then entitled to vote, at an election of directors.

Section 5 — Vacancies.

In case of any vacancy in the board of directors through death, resignation, removal or other cause, the remaining directors by the affirmative vote of a majority thereof may elect a successor to fill such vacancy until the next annual meeting and until his successor is elected and qualified. If the vote of the remaining members of the

board shall result in a tie, the vacancy shall be filled by shareholders at the annual meeting or a special meeting called for the purpose. Shareholders shall be notified of the name, address, principal occupation and other pertinent information about any director elected by the board of directors to fill any vacancy.

Section 6 — Annual Meetings.

The board of directors shall meet each year immediately after the annual meeting of the shareholders, at the place where such meeting of the shareholders has been held, for the purpose of organization, election of officers, and consideration of any other business that may be brought before the meeting. No notice shall be necessary for the holding of this annual meeting. If such meeting is not held as above provided, the election of officers may be had at any subsequent meeting of the board specifically called in the manner provided in Section 7 following.

Section 7 — Other Meetings.

Other meetings of the board of directors may be held upon the call of the. president, or of two or more members of the board of directors, at any place within or without the State of Indiana, upon forty-eight hours' notice, specifying the time, place and general purposes of the meeting, given to each director, either personally, by mailing, or by telegram. At any meeting at which all directors are present, notice of the time, place and purpose thereof shall be deemed waived; and similar notice may likewise be waived by absent directors, either by written instrument or by telegram.

Section 8 — Quorum.

At any meeting of the board of directors, the presence of a one-third of the total number of directors shall constitute a quorum for the transaction of any business except the filling of the vacancies in the board of directors.

Section 9 — Organization.

The president and in his absence the vice-president and in their absence any director chosen by the directors present, shall call meetings of the board of directors to order, and shall act as chairman of such meetings. The secretary of the company shall act as secretary of the board of directors, but in the absence of the secretary the presiding officer may appoint any director to act as secretary of the meeting.

Section 10 — Order of Business.

The order of business at all meetings of the board of directors shall be as follows:

(1) Roll call,

(2) Reading of the Minutes of the preceding meeting and action thereon,

(3) Reports of officers,

(4) Reports of committees,

(5) Unfinished business,

(6) Miscellaneous business,

(7) New business.

Section 11 — Written Consent.

Any action required or permitted to be taken at any meeting of the board of directors or of any committee thereof may be taken without a meeting, if prior to such action a written consent to such action is signed by all members of the board or of such committee as the case may be, and such written consent is filed with the minutes of the proceedings of the board or committee.

ARTICLE V

OFFICERS OF THE CORPORATION

Section 1 — Officers.

The officers of the corporation shall consist of a president, one or more vice-presidents, a secretary and a treasurer. Any two or more offices may be held by the same person, except that the duties of the president and secretary shall not be performed by the same person. The board of directors by resolution may create and define the duties of other offices in the corporation and shall elect or appoint persons to fill all such offices. Election or appointment of an officer shall not of itself create contract rights.

Section 2 — Vacancies.

Whenever any vacancies shall occur in any office by death, resignation, increase in the number of offices of the corporation, or otherwise, the same shall be filled by the board of directors, and the officer so elected shall hold office until his successor is chosen and qualified.

Section 3 — President.

The president shall preside at all meetings of shareholders and directors, discharge all the duties which devolve upon a presiding officer, and perform such other duties as this code of by-laws provides, or the board of directors may prescribe.

The president shall have full authority to execute proxies in behalf of the corporation, to vote stock owned by it in any other corporation, and to execute, with the secretary, powers of attorney appointing other corporations, partnerships, or individuals the agent of the corporation, all subject to the provisions of The Indiana General Corporation Act of 1929, as amended; the Articles of Incorporation and this code of by-laws.

Section 4 — Vice-President.

The vice-president shall perform all duties incumbent upon the president during the absence or disability of the president, and perform such other duties as this code of by-laws may require or the board of directors may prescribe.

Section 5 — Secretary.

The secretary shall have the custody and care of the corporate seal, records, minutes and stock books of the corporation. He shall attend all meetings of the shareholders and of the board of directors, and shall keep, or cause to be kept in a book provided for the purpose, a true and complete record of the proceedings of such meetings, and shall perform a like duty for all standing committees appointed by the board of directors, when required. He shall attend to the giving and serving of all notices of the corporation, shall file and take charge of all papers and documents belonging to the corporation and shall perform such other duties as this code of by-laws may require or the board of directors may prescribe.

Section 6 — Treasurer.

The treasurer shall keep correct and complete records of account, showing accurately at all times, the financial condition of the corporation. He shall be the legal custodian of all moneys, notes, securities and other valuables which may from time to time come into the possession of the corporation. He shall immediately deposit all funds of the corporation coming into his hands in some reliable bank or other depositary to be designated by the board of directors, and shall keep such bank account in the name of the corporation. He shall furnish at meetings of the board of directors, or whenever requested, a statement of

the financial condition of the corporation, and shall perform such other duties as this code of by-laws may require or the board of directors may prescribe. The treasurer may be required to furnish bond in such amount as shall be determined by the board of directors.

Section 7 — Delegation of Authority.

In case of the absence of any officer of the corporation, or for any other reason that the board of directors may deem sufficient, the board of directors may delegate the powers or duties of such officer to any other officer or to any director, for the time being, provided a majority of the entire board of directors concurs therein.

Section 8 — Execution of Documents.

Unless otherwise provided by the board of directors, all contracts, leases, commercial paper and other instruments in writing and legal documents, shall be signed by the president and attested by the secretary. All bonds, deeds and mortgages shall be signed by the president and attested by the secretary. All certificates of stock shall be signed by the president and attested by the secretary.

All checks, drafts, notes and orders for the payment of money shall be signed by those officers or employees of the corporation as the directors may from time to time designate.

Section 9 — Loans to Officers.

No loan of money or property or any advance on account of services to be performed in the future shall be made to any officer or director of the corporation.

ARTICLE VI

CORPORATE BOOKS

Section 1 — Place of Keeping, In General.

Except as otherwise provided by the laws of the State of Indiana, by the Articles of Incorporation of the corporation or by these by-laws, the books and records of the corporation may be kept at such place or places, within or without the State of Indiana, as the board of directors may from time to time by resolution determine.

Section 2 — Stock Register or Transfer Book.

The original or duplicate stock register or transfer book shall contain a complete and accurate shareholders list, alphabetically arranged, giving the names and addresses of all shareholders,

the number and classes of shares held by each, and shall be kept at the principal office of the corporation in the State of Indiana.

ARTICLE VII

AMENDMENTS

Section 1 — Amendments.

By-Laws may be adopted, amended or repealed at any meeting of the board of directors by the vote of a majority thereof, unless the Articles of Incorporation provide for the adoption, amendment or repeal by the shareholders, in which event, action thereon may be taken at any meeting of the shareholders by the vote of a majority of the voting shares outstanding.

Exhibit 3.72

State of Delaware
Secretary of State
Division of Corporations
Delivered 07:34 PM 07/21/2005
FILED 07:31 PM 07/21/2005
SRV 050605218 - 4003822 FILE

CERTIFICATE OF INCORPORATION

OF

CRC ED TREATMENT, INC.

FIRST: The name of the corporation is:

CRC ED Treatment, Inc.

SECOND: The address of its registered office in the State of Delaware is 9 East Loockerman Street, 1B in the City of Dover, County of Kent. The name of its registered agent at such address is National Registered Agents, Inc.

THIRD: The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH: The corporation is authorized to issue one class of stock, to be designated "Common Stock," with a par value of $0.01 per share. The total number of shares of Common Stock that the corporation shall have authority to issue is 100.

FIFTH: The business and affairs of the corporation shall be managed by or under the direction of the Board of Directors. In addition to the powers and authority expressly conferred upon them by statute or by this Certificate of Incorporation or the Bylaws of the corporation, the directors are hereby empowered to exercise all such powers and do all such acts and things as may be exercised or done by the corporation. Election of directors need not be by written ballot, unless the Bylaws so provide.

SIXTH: The Board of Directors is authorized to make, adopt, amend, alter or repeal the Bylaws of the corporation. The stockholders shall also have power to make, adopt, amend, alter or repeal the Bylaws of the corporation.

SEVENTH: The name and mailing address of the incorporator is:

Kathryn L. Clamar
DLA Piper Rudnick Gray Cary US LLP
153 Townsend Street, Suite 800
San Francisco, CA 94107-1907

EIGHTH: To the fullest extent permitted by the Delaware General Corporation Law, as the same exists or may hereafter be amended, a director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. Any repeal or modification of the foregoing provisions of this Article EIGHTH by the stockholders of the corporation shall not adversely affect any right or protection of a director of the corporation existing at the time of, or increase the liability of any director of the corporation with respect to any acts or omissions occurring prior to, such repeal or modification.

THE UNDERSIGNED, being the incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of Delaware, does make this certificate, hereby declaring and certifying that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 21st day of July, 2005.

/s/ Kathryn L. Clamar

Kathryn L. Clamar, Incorporator

BYLAWS
OF
CRC ED TREATMENT, INC.

ARTICLE I
STOCKHOLDERS

1.1 Place of Meetings. All meetings of stockholders shall be held at such place within or without the State of Delaware as may be designated from time to time by the Board of Directors or the President and Chief Executive Officer.

1.2 Annual Meeting. The annual meeting of stockholders for the election of directors and for the transaction of such other business as may properly be brought before the meeting shall be held on a date to be fixed by the Board of Directors at the time and place to be fixed by the Board of Directors and stated in the notice of the meeting.

1.3 Special Meetings. Special meetings of stockholders may be called at any time by the Board of Directors, the Chairman of the Board or the President or the holders of record of not less than 10% of all shares entitled to cast votes at the meeting, for any purpose or purposes prescribed in the notice of the meeting and shall be held at such place, on such date and at such time as the Board may fix. Business transacted at any special meeting of stockholders shall be confined to the purpose or purposes stated in the notice of meeting.

1.4 Notice of Meetings. Written notice of each meeting of stockholders, whether annual or special, shall be given not less than 10 nor more than 60 days before the date on which the meeting is to be held, to each stockholder entitled to vote at such meeting, except as otherwise provided herein or as required by law (meaning here and hereafter, as required from time to time by the Delaware General Corporation Law or the Certificate of Incorporation). The notices of all meetings shall state the place, date and hour of the meeting. The notice of a special meeting shall state, in addition, the purpose or purposes for which the meeting is called. If mailed, notice is given when deposited in the United States mail, postage prepaid, directed to the stockholder at his address as it appears on the records of the corporation.

1.5 Voting List. The officer who has charge of the stock ledger of the corporation shall prepare, at least 10 days before each meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least 10 days prior to the meeting, at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time of the meeting, and may be inspected by any stockholder who is present. This list shall determine the identity of the stockholders entitled to vote at the meeting and the number of shares held by each of them.

1.6 Quorum. Except as otherwise provided by law or these Bylaws, the holders of a majority of the shares of the capital stock of the corporation entitled to vote at the meeting, present in person or represented by proxy, shall constitute a quorum for the transaction of business. If a quorum shall fail to attend any meeting, the chairman of the meeting or the holders of a majority of the shares of stock entitled to vote who are present, in person or by proxy, may adjourn the meeting to another place, date or time.

If a notice of any adjourned special meeting of stockholders is sent to all stockholders entitled to vote thereat, stating that it will be held with those present constituting a quorum, then except as otherwise required by law, those present at such adjourned meeting shall constitute a quorum, and all matters shall be determined by a majority of the votes cast at such meeting.

1.7 Adjournments. Any meeting of stockholders may be adjourned to any other time and to any other place at which a meeting of stockholders may be held under these Bylaws by the Chairman of the meeting or, in the absence of such person, by any officer entitled to preside at or to act as Secretary of such meeting, or by the holders of a majority of the shares of stock present or represented at the meeting and entitled to vote, although less than a quorum. When a meeting is adjourned to another place, date or time, written notice need not be given of the adjourned meeting if the place, date and time thereof are announced at the meeting at which the adjournment is taken; provided, however, that if the date of any adjourned meeting is more than 30 days after the date for which the meeting was originally noticed, or if a new record date is fixed for the adjourned meeting, written notice of the place, date, and time of the adjourned meeting shall be given in conformity herewith. At the adjourned meeting, the corporation may transact any business which might have been transacted at the original meeting.

1.8 Voting and Proxies. Each stockholder shall have one vote for each share of stock entitled to vote held of record by such stockholder and a proportionate vote for each fractional share so held, unless otherwise provided by law or in the Certificate of Incorporation. Each stockholder of record entitled to vote at a meeting of stockholders may vote in person or may authorize any other person or persons to vote or act for him by written proxy executed by the stockholder or his authorized agent or by a transmission permitted by law and delivered to the Secretary of the corporation. No stockholder may authorize more than one proxy for his shares. Any copy, facsimile transmission or other reliable reproduction of the writing or transmission created pursuant to this Section may be substituted or used in lieu of the original writing or transmission for any and all purposes for which the original writing or transmission could be used, provided that such copy, facsimile transmission or other reproduction shall be a complete reproduction of the entire original writing or transmission.

1.9 Action at Meeting. When a quorum is present at any meeting, any election shall be determined by a plurality of the votes cast by the stockholders entitled to vote at the election, and all other matters shall be determined by a majority of the votes cast affirmatively or negatively on the matter (or if there are two or more classes of stock entitled to vote as separate classes, then in the case of each such class, a majority of each such class present or represented and voting affirmatively or negatively on the matter) shall decide such matter, except when a different vote is required by express provision of law, the Certificate of Incorporation or these Bylaws.

All voting, including on the election of directors, but excepting where otherwise required by law, may be by a voice vote; provided, however, that upon demand therefor by a stockholder entitled to vote or his or her proxy, a stock vote shall be taken. Every stock vote shall be taken by ballot, each of which shall state the name of the stockholder or proxy voting and such other information as may be required under the procedure established for the meeting. Every vote taken by ballot shall be counted by an inspector or inspectors appointed by the chairman of the meeting. The corporation may, and to the extent required by law, shall, in advance of any meeting of stockholders, appoint one or more inspectors to act at the meeting and make a written report thereof. The corporation may designate one or more persons as an alternate inspector to replace any inspector who fails to act. If no inspector or alternate is able to act at a meeting of stockholders, the person presiding at the meeting may, and to the extent required by law, shall, appoint one or more inspectors to act at the meeting. Each inspector, before entering upon the discharge of his duties, shall take and sign an oath to faithfully execute the duties of inspector with strict impartiality and according to the best of his or her ability.

1.10 Stockholder Action Without Meeting. Any action which may be taken at any annual or special meeting of stockholders may be taken without a meeting and without prior notice, if a consent in writing, setting forth the actions so taken, is signed by the holders of outstanding shares having not less than the minimum number of votes which would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. All such consents shall be filed with the Secretary of the corporation and shall be maintained in the corporate records. Prompt notice of the taking of a corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

An electronic transmission consenting to an action to be taken and transmitted by a stockholder, or by a proxy holder or other person authorized to act for a stockholder, shall be deemed to be written, signed and dated for the purpose of this Section 1.10, provided that such electronic transmission sets forth or is delivered with information from which the corporation can determine (i) that the electronic transmission was transmitted by the stockholder or by a person authorized to act for the stockholder and (ii) the date on which such stockholder or authorized person transmitted such electronic transmission. The date on which such electronic transmission is transmitted shall be deemed to be the date on which such consent was signed. No consent given by electronic transmission shall be deemed to have been delivered until such consent is reproduced in paper form and until such paper form shall be delivered to the corporation by delivery to its principal place of business or an officer or agent of the corporation having custody of the books in which proceedings of meetings of stockholders are recorded.

1.11 Meetings by Remote Communication. If authorized by the Board of Directors, and subject to such guidelines and procedures as the Board may adopt, stockholders and proxy holders not physically present at a meeting of stockholders may, by means of remote communication, participate in the meeting and be deemed present in person and vote at the meeting, whether such meeting is to be held at a designated place or solely by means of remote communication, provided that (i) the corporation shall implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a stockholder or proxy holder, (ii) the corporation shall implement reasonable measures to provide such stockholders and proxy holders a reasonable opportunity to participate

in the meeting and to vote on matters submitted to the stockholders, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings, and (iii) if any stockholder or proxy holder votes or takes other action at the meeting by means of remote communication, a record of such vote or other action shall be maintained by the corporation.

ARTICLE II
BOARD OF DIRECTORS

2.1 General Powers. The business and affairs of the corporation shall be managed by or under the direction of a Board of Directors, who may exercise all of the powers of the corporation except as otherwise provided by law or the Certificate of Incorporation. In the event of a vacancy in the Board of Directors, the remaining directors, except as otherwise provided by law, may exercise the powers of the full Board until the vacancy is filled.

2.2 Number and Term of Office. The number of directors shall initially be three (3) and, thereafter, shall be fixed from time to time exclusively by the Board of Directors pursuant to a resolution adopted by a majority of the total number of authorized directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board for adoption). All directors shall hold office until the expiration of the term for which elected and until their respective successors are elected, except in the case of the death, resignation or removal of any director.

2.3 Vacancies and Newly Created Directorships. Subject to the rights of the holders of any series of Preferred Stock then outstanding, newly created directorships resulting from any increase in the authorized number of directors or any vacancies in the Board of Directors resulting from death, resignation, retirement, disqualification or other cause (other than removal from office by a vote of the stockholders) may be filled only by a majority vote of the directors then in office, though less than a quorum, or by the sole remaining director, and directors so chosen shall hold office for a term expiring at the next annual meeting of stockholders. No decrease in the number of directors constituting the Board of Directors shall shorten the term of any incumbent director.

2.4 Resignation. Any director may resign by delivering notice in writing or by electronic transmission to the President, Chairman of the Board or Secretary. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

2.5 Removal. Subject to the rights of the holders of any series of Preferred Stock then outstanding, any directors, or the entire Board of Directors, may be removed from office at any time, with or without cause, by the affirmative vote of the holders of a majority of the voting power of all of the outstanding shares of capital stock entitled to vote generally in the election of directors, voting together as a single class. Vacancies in the Board of Directors resulting from such removal may be filled by a majority of the directors then in office, though less than a quorum, by the sole remaining director, or by the stockholders at the next annual meeting or at a special meeting called in accordance with Section 1.3 above. Directors so chosen shall hold office until the next annual meeting of stockholders.

2.6 Regular Meetings. Regular meetings of the Board of Directors may be held without notice at such time and place, either within or without the State of Delaware, as shall be determined from time to time by the Board of Directors; provided that any director who is absent when such a determination is made shall be given notice of the determination. A regular meeting of the Board of Directors may be held without notice immediately after and at the same place as the annual meeting of stockholders.

2.7 Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board, the President or two or more directors and may be held at any time and place, within or without the State of Delaware.

2.8 Notice of Special Meetings. Notice of any special meeting of directors shall be given to each director by the Secretary or by the officer or one of the directors calling the meeting. Notice shall be duly given to each director by (i) giving notice to such director in person or by telephone, electronic transmission or voice message system at least 24 hours in advance of the meeting, (ii) sending a facsimile, or delivering written notice by hand, to his last known business or home address at least 24 hours in advance of the meeting, or (iii) mailing written notice to his last known business or home address at least three days in advance of the meeting. A notice or waiver of notice of a meeting of the Board of Directors need not specify the purposes of the meeting. Unless otherwise indicated in the notice thereof, any and all business may be transacted at a special meeting.

2.9 Participation in Meetings by Telephone Conference Calls or Other Methods of Communication. Directors or any members of any committee designated by the directors may participate in a meeting of the Board of Directors or such committee by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and participation by such means shall constitute presence in person at such meeting.

2.10 Quorum. A majority of the total number of authorized directors shall constitute a quorum at any meeting of the Board of Directors. In the event one or more of the directors shall be disqualified to vote at any meeting, then the required quorum shall be reduced by one for each such director so disqualified; provided, however, that in no case shall less than 1/3 of the number so fixed constitute a quorum. In the absence of a quorum at any such meeting, a majority of the directors present may adjourn the meeting from time to time without further notice other than announcement at the meeting, until a quorum shall be present. Interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or at a meeting of a committee which authorizes a particular contract or transaction.

2.11 Action at Meeting. At any meeting of the Board of Directors at which a quorum is present, the vote of a majority of those present shall be sufficient to take any action, unless a different vote is specified by law, the Certificate of Incorporation or these Bylaws.

2.12 Action by Written Consent. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee of the Board of Directors may be taken without a meeting if all members of the Board or committee, as the case may be, consent to the action in writing or by electronic transmission, and the writings or electronic transmissions are filed with the minutes of proceedings of the Board or committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

2.13 Committees. The Board of Directors may designate one or more committees, each committee to consist of one or more of the directors of the corporation, with such lawfully delegated powers and duties as it therefor confers, to serve at the pleasure of the Board. The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members of the committee present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the Board of Directors and subject to the provisions of the Delaware General Corporation Law, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the corporation and may authorize the seal of the corporation to be affixed to all papers which may require it. Each such committee shall keep minutes and make such reports as the Board of Directors may from time to time request. Except as the Board of Directors may otherwise determine, any committee may make rules for the conduct of its business, but unless otherwise provided by such rules, its business shall be conducted as nearly as possible in the same manner as is provided in these Bylaws for the Board of Directors.

2.14 Compensation of Directors. Directors may be paid such compensation for their services and such reimbursement for expenses of attendance at meetings as the Board of Directors may from time to time determine. No such payment shall preclude any director from serving the corporation or any of its parent or subsidiary corporations in any other capacity and receiving compensation for such service.

2.15 Nomination of Director Candidates. Subject to the rights of holders of any class or series of Preferred Stock then outstanding, nominations for the election of Directors may be made by (i) the Board of Directors or a duly authorized committee thereof or (ii) any stockholder entitled to vote in the election of Directors.

ARTICLE III
OFFICERS

3.1 Enumeration. The officers of the corporation shall consist of a Chief Executive Officer, a President, a Secretary, a Chief Financial Officer, a Treasurer and such other officers with such other titles as the Board of Directors shall determine, including, at the discretion of the Board of Directors, a Chairman of the Board and one or more Vice Presidents and Assistant Secretaries. The Board of Directors may appoint such other officers as it may deem appropriate.

3.2 Election. Officers shall be elected annually by the Board of Directors at its first meeting following the annual meeting of stockholders. Officers may be appointed by the Board of Directors at any other meeting.

3.3 Qualification. No officer need be a stockholder. Any two or more offices may be held by the same person.

3.4 Tenure. Except as otherwise provided by law, by the Certificate of Incorporation or by these Bylaws, each officer shall hold office until his successor is elected and qualified, unless a different term is specified in the vote appointing him, or until his earlier death, resignation or removal.

3.5 Resignation and Removal. Any officer may resign by delivering his written resignation to the corporation at its principal office or to the President or Secretary. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event. Any officer elected by the Board of Directors may be removed at any time, with or without cause, by the Board of Directors.

3.6 Chairman of the Board. The Board of Directors may appoint a Chairman of the Board. If the Board of Directors appoints a Chairman of the Board, he shall perform such duties and possess such powers as are assigned to him by the Board of Directors. Unless otherwise provided by the Board of Directors, he shall preside at all meetings of the stockholders, and, if he is a director, at all meetings of the Board of Directors.

3.7 President. The President shall, subject to the direction of the Board of Directors, have responsibility for the general management and control of the business and affairs of the corporation and shall perform all duties and have all powers which are commonly incident to the office of President or which are delegated to him or her by the Board of Directors. Unless otherwise designated by the Board of Directors, the President shall be the Chief Executive Officer of the corporation. The President shall, in the absence of or because of the inability to act of the Chairman of the Board, perform all duties of the Chairman of the Board and preside at all meetings of the Board of Directors and of stockholders. The President shall perform such other duties and shall have such other powers as the Board of Directors may from time to time prescribe. He or she shall have power to sign stock certificates, contracts and other instruments of the corporation which are authorized and shall have general supervision and direction of all of the other officers, employees and agents of the corporation, other than the Chairman of the Board.

3.8 Vice Presidents. Any Vice President shall perform such duties and possess such powers as the Board of Directors or the President may from time to time prescribe. In the event of the absence, inability or refusal to act of the President, the Vice President (or if there shall be more than one, the Vice Presidents in the order determined by the Board of Directors) shall perform the duties of the President and when so performing shall have at the powers of and be subject to all the restrictions upon the President. The Board of Directors may assign to any Vice President the title of Executive Vice President, Senior Vice President or any other title selected by the Board of Directors.

3.9 Secretary and Assistant Secretaries. The Secretary shall perform such duties and shall have such powers as the Board of Directors or the President may from time to time prescribe. In addition, the Secretary shall perform such duties and have such powers as are incident to the office of the Secretary, including, without limitation, the duty and power to give notices of all meetings of stockholders and special meetings of the Board of Directors, to keep a record of the proceedings of all meetings of stockholders and the Board of Directors, to maintain a stock ledger and prepare lists of stockholders and their addresses as required, to be custodian of corporate records and the corporate seal and to affix and attest to the same on documents.

Any Assistant Secretary shall perform such duties and possess such powers as the Board of Directors, the Chief Executive Officer, the President or the Secretary may from time to time prescribe. In the event of the absence, inability or refusal to act of the Secretary, the Assistant Secretary (or if there shall be more than one, the Assistant Secretaries in the order determined by the Board of Directors) shall perform the duties and exercise the powers of the Secretary.

In the absence of the Secretary or any Assistant Secretary at any meeting of stockholders or directors, the person presiding at the meeting shall designate a temporary secretary to keep a record of the meeting.

3.10 Chief Financial Officer. Unless otherwise designated by the Board of Directors, the Chief Financial Officer shall be the Treasurer. The Chief Financial Officer shall perform such duties and shall have such powers as may from time to time be assigned to him by the Board of Directors, the Chief Executive Officer or the President. In addition, the Chief Financial Officer shall perform such duties and have such powers as are incident to the office of chief financial officer, including without limitation, the duty and power to keep and be responsible for all funds and securities of the corporation, to maintain the financial records of the corporation, to deposit funds of the corporation in depositories as authorized, to disburse such funds as authorized, to make proper accounts of such funds, and to render as required by the Board of Directors accounts of all such transactions and of the financial condition of the corporation.

3.11 Salaries. Officers of the corporation shall be entitled to such salaries, compensation or reimbursement as shall be fixed or allowed from time to time by the Board of Directors.

3.12 Delegation of Authority. The Board of Directors may from time to time delegate the powers or duties of any officer to any other officers or agents, notwithstanding any provision hereof.

ARTICLE IV
CAPITAL STOCK

4.1 Issuance of Stock. Unless otherwise voted by the stockholders and subject to the provisions of the Certificate of Incorporation, the whole or any part of any unissued balance of

the authorized capital stock of the corporation or the whole or any part of any unissued balance of the authorized capital stock of the corporation held in its treasury may be issued, sold, transferred or otherwise disposed of by vote of the Board of Directors in such manner, for such consideration and on such terms as the Board of Directors may determine.

4.2 Certificates of Stock. Every holder of stock of the corporation shall be entitled to have a certificate, in such form as may be prescribed by law and by the Board of Directors, certifying the number and class of shares owned by him in the corporation. Each such certificate shall be signed by, or in the name of the corporation by, the Chairman or Vice Chairman, if any, of the Board of Directors, or the President or a Vice President, and the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary of the corporation. Any or all of the signatures on the certificate may be a facsimile.

Each certificate for shares of stock which are subject to any restriction on transfer pursuant to the Certificate of Incorporation, the Bylaws, applicable securities laws or any agreement among any number of shareholders or among such holders and the corporation shall have conspicuously noted on the face or back of the certificate either the full text of the restriction or a statement of the existence of such restriction.

4.3 Transfers. Except as otherwise established by rules and regulations adopted by the Board of Directors, and subject to applicable law, shares of stock may be transferred on the books of the corporation by the surrender to the corporation or its transfer agent of the certificate representing such shares properly endorsed or accompanied by a written assignment or power of attorney properly executed, and with such proof of authority or authenticity of signature as the corporation or its transfer agent may reasonably require. Except as may be otherwise required by law, the Certificate of Incorporation or the Bylaws, the corporation shall be entitled to treat the record holder of stock as shown on its books as the owner of such stock for all purposes, including the payment of dividends and the right to vote with respect to such stock, regardless of any transfer, pledge or other disposition of such stock until the shares have been transferred on the books of the corporation in accordance with the requirements of these Bylaws.

4.4 Lost Stolen or Destroyed Certificates. The corporation may issue a new certificate of stock in place of any previously issued certificate alleged to have been lost, stolen, or destroyed, upon such terms and conditions as the Board of Directors may prescribe, including the presentation of reasonable evidence of such loss, theft or destruction and the giving of such indemnity as the Board of Directors may require for the protection of the corporation or any transfer agent or registrar.

4.5 Record Date. The Board of Directors may fix in advance a record date for the determination of the stockholders entitled to notice of or to vote at any meeting of stockholders or to express consent (or dissent) to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights in respect of any change, concession or exchange of stock, or for the purpose of any other lawful action. Such record date shall not be more than 60 nor less than 10 days before the date of such meeting, nor more than 60 days prior to any other action to which such record date relates.

If no record date is fixed, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day before the day on which notice is given, or, if notice is waived, at the close of business on the day before the day on which the meeting is held. The record date for determining stockholders entitled to express consent to corporate action in writing without a meeting when no prior action by the Board of Directors is necessary, shall be the day on which the first written consent is expressed. The record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating to such purpose.

A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

ARTICLE V
GENERAL PROVISIONS

5.1 Fiscal Year. The fiscal year of the corporation shall be as fixed by the Board of Directors.

5.2 Corporate Seal. The corporate seal shall be in such form as shall be approved by the Board of Directors.

5.3 Waiver of Notice. Whenever any notice whatsoever is required to be given by law, by the Certificate of Incorporation or by these Bylaws, a waiver of such notice either in writing signed by the person entitled to such notice or such person's duly authorized attorney, or by electronic transmission or any other method permitted under the Delaware General Corporation Law, whether before, at or after the time stated in such waiver, or the appearance of such person or persons at such meeting in person or by proxy, shall be deemed equivalent to such notice.

5.4 Actions with Respect to Securities of Other Corporations. Except as the Board of Directors may otherwise designate, the Chief Executive Officer or President or any officer of the corporation authorized by the Chief Executive Officer or President shall have the power to vote and otherwise act on behalf of the corporation, in person or proxy, and may waive notice of, and act as, or appoint any person or persons to act as, proxy or attorney-in-fact to this corporation (with or without power of substitution) at any meeting of stockholders or shareholders (or with respect to any action of stockholders) of any other corporation or organization, the securities of which may be held by this corporation and otherwise to exercise any and all rights and powers which this corporation may possess by reason of this corporation's ownership of securities in such other corporation or other organization.

5.5 Evidence of Authority. A certificate by the Secretary, or an Assistant Secretary, or a temporary Secretary, as to any action taken by the stockholders, directors, a committee or any officer or representative of the corporation shall as to all persons who rely on the certificate in good faith be conclusive evidence of such action.

5.6 Certificate of Incorporation. All references in these Bylaws to the Certificate of Incorporation shall be deemed to refer to the Certificate of Incorporation of the corporation, as amended and in effect from time to time.

5.7 Severability. Any determination that any provision of these Bylaws is for any reason inapplicable, illegal or ineffective shall not affect or invalidate any other provision of these Bylaws.

5.8 Pronouns. All pronouns used in these Bylaws shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons may require.

5.9 Notices. Except as otherwise specifically provided herein or required by law, all notices required to be given to any stockholder, director, officer, employee or agent shall be in writing and may in every instance be effectively given by hand delivery to the recipient thereof, by depositing such notice in the mails, postage paid, or by sending such notice by facsimile or other electronic transmission in the manner provided in Section 232 of the Delaware General Corporation Law, or by commercial courier service. Any such notice shall be addressed to such stockholder, director, officer, employee or agent at his or her last known address as the same appears on the books of the corporation. The time when such notice shall be deemed to be given shall be the time such notice is received by such stockholder, director, officer, employee or agent, or by any person accepting such notice on behalf of such person, if delivered by hand, facsimile, other electronic transmission or commercial courier service, or the time such notice is dispatched, if delivered through the mails.

5.10 Reliance Upon Books. Reports and Records. Each director, each member of any committee designated by the Board of Directors, and each officer of the corporation shall, in the performance of his duties, be fully protected in relying in good faith upon the books of account or other records of the corporation, including reports made to the corporation by any of its officers, by an independent certified public accountant, or by an appraiser selected with reasonable care.

5.11 Time Periods. In applying any provision of these Bylaws which require that an act be done or not done a specified number of days prior to an event or that an act be done during a period of a specified number of days prior to an event, calendar days shall be used, the day of the doing of the act shall be excluded, and the day of the event shall be included.

5.12 Facsimile Signatures. In addition to the provisions for use of facsimile signatures elsewhere specifically authorized in these Bylaws, facsimile signatures of any officer or officers of the corporation may be used whenever and as authorized by the Board of Directors or a committee thereof.

5.13 Annual Report. For so long as the corporation has fewer than 100 holders of record of its shares, the mandatory requirement of an annual report under Section 1501 of the California Corporations Code is hereby expressly waived.

ARTICLE VI
AMENDMENTS

6.1 By the Board of Directors. Except as is otherwise set forth in these Bylaws, these Bylaws may be altered, amended or repealed or new Bylaws may be adopted by the affirmative vote of a majority of the directors present at any regular or special meeting of the Board of Directors at which a quorum is present.

6.2 By the Stockholders. Except as otherwise set forth in these Bylaws, these Bylaws may be altered, amended or repealed or new Bylaws may be adopted by the affirmative vote of the holders of at least a majority of the shares of the capital stock of the corporation issued and outstanding and entitled to vote at any annual meeting of stockholders, or at any special meeting of stockholders, provided notice of such alteration, amendment, repeal or adoption of new Bylaws shall have been stated in the notice of such special meeting.

ARTICLE VII
INDEMNIFICATION OF DIRECTORS AND OFFICERS

7.1 Right to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative ("proceeding"), by reason of the fact that he or she or a person of whom he or she is the legal representative, is or was a director or officer of the corporation or is or was serving at the request of the corporation as a director or officer of another corporation, or as a controlling person of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director or officer, or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Delaware General Corporation Law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than said Law permitted the corporation to provide prior to such amendment) against all expenses, liability and loss reasonably incurred or suffered by such person in connection therewith and such indemnification shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that except as provided in Section 7.2 of this Article VII, the corporation shall indemnify any such person seeking indemnity in connection with a proceeding (or part thereof) initiated by such person only if (a) such indemnification is expressly required to be made by law, (b) the proceeding (or part thereof) was authorized by the Board of Directors of the corporation, (c) such indemnification is provided by the corporation, in its sole discretion, pursuant to the powers vested in the corporation under the Delaware General Corporation Law, or (d) the proceeding (or part thereof) is brought to establish or enforce a right to indemnification under an indemnity agreement or any other statute or law or otherwise as required under Section 145 of the Delaware General Corporation Law. The rights hereunder shall be contract rights and shall include the right to be paid expenses incurred in defending any such proceeding

in advance of its final disposition; provided, however, that, unless the Delaware General Corporation Law then so prohibits, the payment of such expenses incurred by a director or officer of the corporation in his or her capacity as a director or officer (and not in any other capacity in which service was or is tendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of such proceeding, shall be made only upon delivery to the corporation of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it should be determined ultimately that such director or officer is not entitled to be indemnified under this Section or otherwise.

7.2 Right of Claimant to Bring Suit. If a claim under Section 7.1 is not paid in full by the corporation within 90 days after a written claim has been received by the corporation, the claimant may at any time thereafter bring suit against the corporation to recover the unpaid amount of the claim and, if such suit is not frivolous or brought in bad faith, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any, has been tendered to this corporation) that the claimant has not met the standards of conduct which make it permissible under the Delaware General Corporation Law for the corporation to indemnify the claimant for the amount claimed. Neither the failure of the corporation (including its Board of Directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the Delaware General Corporation Law, nor an actual determination by the corporation (including its Board of Directors, independent legal counsel or its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that claimant has not met the applicable standard of conduct.

7.3 Indemnification of Employees and Agents. The corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification, and to the advancement of related expenses, to any employee or agent of the corporation to the fullest extent of the provisions of this Article with respect to the indemnification of and advancement of expenses to directors and officers of the corporation.

7.4 Non-Exclusivity of Rights. The rights conferred on any person in Sections 7.1 and 7.2 shall not be exclusive of any other right which such persons may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

7.5 Indemnification Contracts. The Board of Directors is authorized to enter into a contract with any director, officer, employee or agent of the corporation, or any person serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, including employee benefit plans, providing for indemnification rights equivalent to or, if the Board of Directors so determines, greater than, those provided for in this Article VII.

7.6 Insurance. The corporation may maintain insurance to the extent reasonably available, at its expense, to protect itself and any such director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Delaware General Corporation Law.

7.7 Effect of Amendment. Any amendment, repeal or modification of any provision of this Article VII by the stockholders and the directors of the corporation shall not adversely affect any right or protection of a director or officer of the corporation existing at the time of such amendment, repeal or modification.

CERTIFICATE OF SECRETARY

OF

CRC ED TREATMENT, INC.

(a Delaware corporation)

I, Pamela Burke, the Secretary of CRC ED Treatment, Inc., a Delaware corporation (the "Corporation"), hereby certify that the Bylaws to which this Certificate is attached are the Bylaws of the Corporation.

Executed effective on the 25th day of July, 2005

/s/ Pamela Burke

Pamela Burke, Secretary

Exhibit 3.74

State of Delaware
Secretary of State
Division of Corporations
Delivered 11:55 AM 02/06/2006
FILED 11:56 AM 02/06/2006
SRV 060109701 – 3485921 FILE

CERTIFICATE OF MERGER

of

EGETGOING, INC.
(a Delaware corporation)

and

CRC HEALTH CORPORATION
(a Delaware corporation)

with and into

CRC HEALTH GROUP, INC.
(a Delaware corporation)

UNDER SECTION 251 OF THE GENERAL CORPORATION LAW
OF THE STATE OF DELAWARE

Pursuant to Section 251(c) of the General Corporation Law of the State of Delaware, the undersigned hereby certifies to the following information relating to the merger of eGetgoing, Inc., a Delaware corporation, and CRC Health Corporation, a Delaware corporation, with and into CRC Health Group, Inc., a Delaware corporation (the "Merger"):

FIRST: That the names and states of incorporation of each of the constituent corporations (together, the "Constituent Corporations") are as follows:

Name	State of Incorporation
eGetgoing, Inc.	Delaware
CRC Health Corporation	Delaware
CRC Health Group, Inc.	Delaware

SECOND: That the Agreement and Plan of Merger dated as of February 6, 2006 (the "Merger Agreement") by and among the Constituent Corporations and each of the Persons party thereto, setting forth the terms and conditions of the Merger, has been approved, adopted, certified, executed and acknowledged by each of the Constituent Corporations in accordance with the provisions of Section 251 of the Delaware General Corporation Law.

THIRD: That CRC Health Group, Inc. shall survive the Merger and as a result of the Merger shall change its name to "CRC Health Corporation" (the "Surviving Corporation").

FOURTH: That from and after the effectiveness of the Merger and thereafter until amended as provided by law, the Certificate of Incorporation of the Surviving Corporation shall be the Certificate of Incorporation attached hereto as Exhibit A, duly adopted by the Boards of Directors of the Constituent Corporations pursuant to Sections 242 and 245 of the DGCL and as duly approved by the stockholders of the Constituent Corporations in accordance with Section 251(c) of the DGCL.

FIFTH: That a copy of the executed Merger Agreement is on file at the principal place of business of the Surviving Corporation, the address of which is 20400 Stevens Creek Blvd., Suite 600, Cupertino, CA 95014.

SIXTH: That a copy of the Merger Agreement will be furnished by the Surviving Corporation, on request and without cost, to any stockholder of either of the Constituent Corporations.

SEVENTH: That this Certificate of Merger shall be effective at such time as this Certificate of Merger is filed with the Secretary of State of the State of Delaware.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, each of the Constituent Corporations have caused this Certificate of Merger to be signed by the undersigned this 6th day of February, 2006.

CRC HEALTH GROUP, INC.,
a Delaware corporation

By: /s/ Pamela Burke
Name: Pamela Burke
Title: Vice President

EGETGOING, INC.,
a Delaware corporation

By: /s/ Pamela Burke
Name: Pamela Burke
Title: Secretary

CRC HEALTH CORPORATION,
a Delaware corporation

By: /s/ Pamela Burke
Name: Pamela Burke
Title: Secretary

Exhibit A to
Certificate of Merger of
eGetgoing, Inc.,
CRC Health Corporation and
CRC Health Group, Inc.

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

OF

CRC HEALTH CORPORATION

1. The name of this corporation is CRC Health Corporation.

2. The address of the registered office of the Company in the State of Delaware is c/o Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, New Castle County, Delaware 19808.

3. The purpose of this corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

4. The total number of shares of stock that this corporation shall have authority to issue is 1,000 shares of Common Stock, $0.001 par value per share. Each share of Common Stock shall be entitled to one vote.

5. Except as otherwise provided in the provisions establishing a class of stock, the number of authorized shares of any class or series of stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the voting power of the corporation entitled to vote irrespective of the provisions of Section 242(b)(2) of the General Corporation Law of the State of Delaware.

6. The election of directors need not be by written ballot unless the by-laws shall so require.

7. In furtherance and not in limitation of the power conferred upon the board of directors by law, the board of directors shall have power to make, adopt, alter, amend and repeal from time to time by-laws of this corporation, subject to the right of the stockholders entitled to vote with respect thereto to alter and repeal by-laws made by the board of directors.

8. A director of this corporation shall not be liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent that exculpation from liability is not permitted under the General Corporation Law of the State of Delaware as in effect at the time such liability is determined. No

amendment or repeal of this paragraph 8 shall apply to or have any effect on the liability or alleged liability of any director of the corporation for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

9. This corporation shall, to the maximum extent permitted from time to time under the law of the State of Delaware, indemnify and upon request advance expenses to any person who is or was a party or is threatened to be made a party to any threatened, pending or completed action, suit, proceeding or claim, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was or has agreed to be a director or officer of this corporation or while a director or officer is or was serving at the request of this corporation as a director, officer, partner, trustee, employee or agent of any corporation, partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, against expenses (including attorney's fees and expenses), judgments, fines, penalties and amounts paid in settlement incurred (and not otherwise recovered) in connection with the investigation, preparation to defend or defense of such action, suit, proceeding or claim; provided, however, that the foregoing shall not require this corporation to indemnify or advance expenses to any person in connection with any action, suit, proceeding, claim or counterclaim initiated by or on behalf of such person. Such indemnification shall not be exclusive of other indemnification rights arising under any by-law, agreement, vote of directors or stockholders or otherwise and shall inure to the benefit of the heirs and legal representatives of such person. Any person seeking indemnification under this paragraph 9 shall be deemed to have met the standard of conduct required for such indemnification unless the contrary shall be established. Any repeal or modification of the foregoing provisions of this paragraph 9 shall not adversely affect any right or protection of a director or officer of this corporation with respect to any acts or omissions of such director or officer occurring prior to such repeal or modification.

10. The books of this corporation may (subject to any statutory requirements) be kept outside the State of Delaware as may be designated by the board of directors or in the by-laws of this corporation.

11. If at any time this corporation shall have a class of stock registered pursuant to the provisions of the Securities Exchange Act of 1934, for so long as such class is so registered, any action by the stockholders of such class must be taken at an annual or special meeting of stockholders and may not be taken by written consent.

Exhibit 3.75

BY-LAWS

OF

CRC HEALTH CORPORATION

SECTION 1. LAW, CERTIFICATE OF INCORPORATION AND BY-LAWS

1.1. These by-laws are subject to the certificate of incorporation of the corporation. In these by-laws, references to law, the certificate of incorporation and by-laws mean the law, the provisions of the certificate of incorporation and the by-laws as from time to time in effect.

SECTION 2. STOCKHOLDERS

2.1. Annual Meeting. The annual meeting of stockholders shall be held on such date and at such time and place as shall be designated by the board of directors and stated in the notice of such meeting. At each annual meeting, the stockholders entitled to vote shall elect a board of directors and transact such other business as may be required by law or these by-laws or as may properly come before the meeting.

2.2. Special Meetings. A special meeting of the stockholders may be called at any time by the chairman of the board, if any, the president or the board of directors. A special meeting of the stockholders shall be called by the secretary, or in the case of the death, absence, incapacity or refusal of the secretary, by an assistant secretary or some other officer, upon application of a majority of the directors. Any such application shall state the purpose or purposes of the proposed meeting. Any such call shall state the place, date, hour, and purposes of the meeting.

2.3. Place of Meeting. All meetings of the stockholders for the election of directors or for any other purpose shall be held at such place within or without the State of Delaware as may be determined from time to time by the chairman of the board, if any, the president or the board of directors. Any adjourned session of any meeting of the stockholders shall be held at the place designated in the vote of adjournment.

2.4. Notice of Meetings. Except as otherwise provided by law, a written notice of each meeting of stockholders stating the place, day and hour thereof and, in the case of a special meeting, the purposes for which the meeting is called, shall be given not less then ten nor more than sixty days before the meeting, to each stockholder entitled to vote thereat, and to each stockholder who, by law, by the certificate of incorporation or by these by-laws, is entitled to notice, by leaving such notice with him or at his residence or usual place of business, or by depositing it in the United States mail, postage prepaid, and addressed to such stockholder at his address as it appears in the records of the corporation. Such notice shall be given by the secretary, or by an officer or person designated by the board of directors, or in the case of a special meeting by the officer calling the meeting. As to any adjourned session of any meeting

of stockholders, notice of the adjourned meeting need not be given if the time and place thereof are announced at the meeting at which the adjournment was taken except that if the adjournment is for more than thirty days or if after the adjournment a new record date is set for the adjourned session, notice of any such adjourned session of the meeting shall be given in the manner heretofore described. No notice of any meeting of stockholders or any adjourned session thereof need be given to a stockholder if a written waiver of notice, executed before or after the meeting or such adjourned session by such stockholder, is filed with the records of the meeting or if the stockholder attends such meeting without objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any meeting of the stockholders or any adjourned session thereof need be specified in any written waiver of notice.

2.5. Quorum of Stockholders. At any meeting of the stockholders a quorum as to any matter shall consist of a majority of the votes entitled to be cast on the matter, except where a larger quorum is required by law, by the certificate of incorporation or by these by-laws. Any meeting may be adjourned from time to time by a majority of the votes properly cast upon the question, whether or not a quorum is present. If a quorum is present at an original meeting, a quorum need not be present at an adjourned session of that meeting. Shares of its own stock belonging to the corporation or to another corporation, if a majority of the shares entitled to vote in the election of directors of such other corporation is held, directly or indirectly, by the corporation, shall neither be entitled to vote nor be counted for quorum purposes; provided, however, that the foregoing shall not limit the right of any corporation to vote stock, including but not limited to its own stock, held by it in a fiduciary capacity.

2.6. Action by Vote. When a quorum is present at any meeting, a plurality of the votes properly cast for election to any office shall elect to such office and a majority of the votes properly cast upon any question other than an election to an office shall decide the question, except when a larger vote is required by law, by the certificate of incorporation or by these by-laws. No ballot shall be required for any election unless requested by a stockholder present or represented at the meeting and entitled to vote in the election.

2.7. Action without Meetings. Unless otherwise provided in the certificate of incorporation, any action required or permitted to be taken by stockholders for or in connection with any corporate action may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the corporation by delivery to its registered office in Delaware by hand or certified or registered mail, return receipt requested, to its principal place of business or to an officer or agent of the corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Each such written consent shall bear the date of signature of each stockholder who signs the consent. No written consent shall be effective to take the corporate action referred to therein unless written consents signed by a number of stockholders sufficient to take such action are delivered to the corporation in the manner specified in this paragraph within sixty days of the earliest dated consent so delivered.

If action is taken by consent of stockholders and in accordance with the foregoing, there shall be filed with the records of the meetings of stockholders the writing or writings comprising such consent.

If action is taken by less than unanimous consent of stockholders, prompt notice of the taking of such action without a meeting shall be given to those who have not consented in writing and a certificate signed and attested to by the secretary that such notice was given shall be filed with the records of the meetings of stockholders.

In the event that the action which is consented to is such as would have required the filing of a certificate under any provision of the General Corporation Law of the State of Delaware, if such action had been voted upon by the stockholders at a meeting thereof, the certificate filed under such provision shall state, in lieu of any statement required by such provision concerning a vote of stockholders, that written consent has been given under Section 228 of said General Corporation Law and that written notice has been given as provided in such Section 228.

2.8. Proxy Representation. Every stockholder may authorize another person or persons to act for him by proxy in all matters in which a stockholder is entitled to participate, whether by waiving notice of any meeting, objecting to or voting or participating at a meeting, or expressing consent or dissent without a meeting. Every proxy must be signed by the stockholder or by his attorney-in-fact. No proxy shall be voted or acted upon after three years from its date unless such proxy provides for a longer period. A duly executed proxy shall be irrevocable if it states that it is irrevocable and, if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A proxy may be made irrevocable regardless of whether the interest with which it is coupled is an interest in the stock itself or an interest in the corporation generally. The authorization of a proxy may but need not be limited to specified action, provided, however, that if a proxy limits its authorization to a meeting or meetings of stockholders, unless otherwise specifically provided such proxy shall entitle the holder thereof to vote at any adjourned session but shall not be valid after the final adjournment thereof.

2.9. Inspectors. The directors or the person presiding at the meeting may, and shall if required by applicable law, appoint one or more inspectors of election and any substitute inspectors to act at the meeting or any adjournment thereof. Each inspector, before entering upon the discharge of his duties, shall take and sign an oath faithfully to execute the duties of inspector at such meeting with strict impartiality and according to the best of his ability. The inspectors, if any, shall determine the number of shares of stock outstanding and the voting power of each, the shares of stock represented at the meeting, the existence of a quorum, the validity and effect of proxies, and shall receive votes, ballots or consents, hear and determine all challenges and questions arising in connection with the right to vote, count and tabulate all votes, ballots or consents, determine the result, and do such acts as are proper to conduct the election or vote with fairness to all stockholders. On request of the person presiding at the meeting, the inspectors shall make a report in writing of any challenge, question or matter determined by them and execute a certificate of any fact found by them.

2.10. List of Stockholders. The secretary shall prepare and make, at least ten days before every meeting of stockholders, a complete list of the stockholders entitled to vote at such meeting, arranged in alphabetical order and showing the address of each stockholder and the number of shares registered in his name. The stock ledger shall be the only evidence as to who are stockholders entitled to examine such list or to vote in person or by proxy at such meeting.

SECTION 3. BOARD OF DIRECTORS

3.1. Number. The corporation shall have one or more directors, the number of directors to be determined from time to time by vote of a majority of the directors then in office. Except in connection with the election of directors at the annual meeting of stockholders, the number of directors may be decreased only to eliminate vacancies by reason of death, resignation or removal of one or more directors. No director need be a stockholder. At all times a majority of the directors comprising the board of directors must be residents of the United States of America.

3.2. Tenure. Except as otherwise provided by law, by the certificate of incorporation or by these by-laws, each director shall hold office until the next annual meeting and until his successor is elected and qualified, or until he sooner dies, resigns, is removed or becomes disqualified.

3.3. Powers. The business and affairs of the corporation shall be managed by or under the direction of the board of directors who shall have and may exercise all the powers of the corporation and do all such lawful acts and things as are not by law, the certificate of incorporation or these by-laws directed or required to be exercised or done by the stockholders.

3.4. Vacancies. Vacancies and any newly created directorships resulting from any increase in the number of directors may be filled by vote of the holders of the particular class or series of stock entitled to elect such director at a meeting called for the purpose, or by a majority of the directors then in office, although less than a quorum, or by a sole remaining director, in each case elected by the particular class or series of stock entitled to elect such directors. When one or more directors shall resign from the board, effective at a future date, a majority of the directors then in office, including those who have resigned, who were elected by the particular class or series of stock entitled to elect such resigning director or directors shall have power to fill such vacancy or vacancies, the vote or action by writing thereon to take effect when such resignation or resignations shall become effective. If any vacancy causes the board of directors to no longer consist of a majority of directors who are residents of the United States of America, such vacancy must be filled by a resident of the United States of America. The directors shall have and may exercise all their powers notwithstanding the existence of one or more vacancies in their number, subject to any requirements of law or of the certificate of incorporation or of these by-laws as to the number of directors required for a quorum or for any vote or other actions.

3.5. Committees. The board of directors may, by vote of a majority of the whole board, (a) designate, change the membership of or terminate the existence of any committee or committees, each committee to consist of one or more of the directors; (b) designate one or more directors as alternate members of any such committee who may replace any absent or disqualified member at any meeting of the committee; and (c) determine the extent to which each such committee shall have and may exercise the powers of the board of directors in the management of the business and affairs of the corporation, including the power to authorize the seal of the corporation to be affixed to all papers which require it and the power and authority to

declare dividends or to authorize the issuance of stock; excepting, however, such powers which by law, by the certificate of incorporation or by these by-laws they are prohibited from so delegating. In the absence or disqualification of any member of such committee and his alternate, if any, the member or members thereof present at any meeting and not disqualified from voting, whether or not constituting a quorum, may unanimously appoint another member of the board of directors to act at the meeting in the place of any such absent or disqualified member. Except as the board of directors may otherwise determine, any committee may make rules for the conduct of its business, but unless otherwise provided by the board or such rules, its business shall be conducted as nearly as may be in the same manner as is provided by these by-laws for the conduct of business by the board of directors. Each committee shall keep regular minutes of its meetings and report the same to the board of directors upon request. Each meeting of any committee of the board of directors must be held within the State of Delaware or elsewhere within the United States of America. Notwithstanding anything to the contrary contained herein, at all times a majority of the members of each committee of the board of directors must be residents of the United States of America.

3.6. Regular Meetings. Regular meetings of the board of directors may be held without call or notice at such places within the State of Delaware or elsewhere within the United States of America and at such times as the board may from time to time determine, provided that notice of the first regular meeting following any such determination shall be given to absent directors. A regular meeting of the directors may be held without call or notice immediately after and at the same place as the annual meeting of stockholders.

3.7. Special Meetings. Special meetings of the board of directors may be held at any time and at any place within the State of Delaware or elsewhere within the United States of America designated in the notice of the meeting, when called by the chairman of the board, if any, the president, or by one-third or more in number of the directors, reasonable notice thereof being given to each director by the secretary or by the chairman of the board, if any, the president or any one of the directors calling the meeting.

3.8. Notice. It shall be reasonable and sufficient notice to a director to send notice by mail at least forty-eight hours or by telegram at least twenty-four hours before the meeting addressed to him at his usual or last known business or residence address or to give notice to him in person or by telephone at least twenty-four hours before the meeting. Notice of a meeting need not be given to any director if a written waiver of notice, executed by him before or after the meeting, is filed with the records of the meeting, or to any director who attends the meeting without protesting prior thereto or at its commencement the lack of notice to him. Neither notice of a meeting nor a waiver of a notice need specify the purposes of the meeting.

3.9. Quorum. Except as may be otherwise provided by law, by the certificate of incorporation or by these by-laws, at any meeting of the directors a majority of the directors then in office shall constitute a quorum; a quorum shall not in any case be less than one-third of the total number of directors constituting the whole board. In determining whether or not a quorum exists at any meeting, only directors who are residents of the United States of America shall be counted as present. Any meeting may be adjourned from time to time by a majority of the votes cast upon the question, whether or not a quorum is present, and the meeting may be held as adjourned without further notice.

3.10. Action by Vote. Except as may be otherwise provided by law, by the certificate of incorporation or by these by-laws, when a quorum is present at any meeting the vote of a majority of the directors present shall be the act of the board of directors.

3.11. Action Without a Meeting. Any action required or permitted to be taken at any meeting of the board of directors or a committee thereof may be taken without a meeting if all the members of the board or of such committee, as the case may be, consent thereto in writing, and such writing or writings are filed with the records of the meetings of the board or of such committee. Such consent shall be treated for all purposes as the act of the board or of such committee, as the case may be.

3.12. Participation in Meetings by Conference Telephone. Members of the board of directors, or any committee designated by such board, may participate in a meeting of such board or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other or by any other means permitted by law. Such participation shall constitute presence in person at such meeting. For any such telephonic meeting of the board of directors or any committee thereof, a quorum of the directors must be physically present within the State of Delaware or elsewhere in the United States of America, for the duration of the meeting.

3.13. Compensation. In the discretion of the board of directors, each director may be paid such fees for his services as director and be reimbursed for his reasonable expenses incurred in the performance of his duties as director as the board of directors from time to time may determine. Nothing contained in this section shall be construed to preclude any director from serving the corporation in any other capacity and receiving reasonable compensation therefor.

3.14. Interested Directors and Officers.

(a) No contract or transaction between the corporation and one or more of its directors or officers, or between the corporation and any other corporation, partnership, association, or other organization in which one or more of the corporation's directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the board or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose, if:

(i) The material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the board of directors or the committee, and the board or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or

(ii) The material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or

(iii) The contract or transaction is fair as to the corporation as of the time it is authorized, approved or ratified, by the board of directors, a committee thereof, or the stockholders.

(b) Common or interested directors may be counted in determining the presence of a quorum at a meeting of the board of directors or of a committee which authorizes the contract or transaction.

SECTION 4. OFFICERS AND AGENTS

4.1. Enumeration; Qualification. The officers of the corporation shall be a president, a treasurer, a secretary and such other officers, if any, as the board of directors from time to time may in its discretion elect or appoint including without limitation a chairman of the board, one or more vice presidents and a controller. The corporation may also have such agents, if any, as the board of directors from time to time may in its discretion choose. Any officer may be but none need be a director or stockholder. Any two or more offices may be held by the same person. Any officer may be required by the board of directors to secure the faithful performance of his duties to the corporation by giving bond in such amount and with sureties or otherwise as the board of directors may determine.

4.2. Powers. Subject to law, to the certificate of incorporation and to the other provisions of these by-laws, each officer shall have, in addition to the duties and powers herein set forth, such duties and powers as are commonly incident to his office and such additional duties and powers as the board of directors may from time to time designate.

4.3. Election. The officers may be elected by the board of directors at their first meeting following the annual meeting of the stockholders or at any other time. At any time or from time to time the directors may delegate to any officer their power to elect or appoint any other officer or any agents.

4.4. Tenure. Each officer shall hold office until the first meeting of the board of directors following the next annual meeting of the stockholders and until his respective successor is chosen and qualified unless a shorter period shall have been specified by the terms of his election or appointment, or in each case until he sooner dies, resigns, is removed or becomes disqualified. Each agent shall retain his authority at the pleasure of the directors, or the officer by whom he was appointed or by the officer who then holds agent appointive power.

Chairman of the Board of Directors, President and Vice President. The chairman of the board, if any, shall have such duties and powers as shall be designated from time to time by the board of directors. Unless the board of directors otherwise specifies, the chairman of the board, or if there is none the chief executive officer, shall preside, or designate the person who shall preside, at all meetings of the stockholders and of the board of directors. The chairman of the board shall be a resident of the United States of America.

Unless the board of directors otherwise specifies, the president shall be the chief executive officer and shall have direct charge of all business operations of the corporation and, subject to the control of the directors, shall have general charge and supervision of the business of the corporation. The president and chief executive officer shall be a resident of the United States of America.

Any vice presidents shall have such duties and powers as shall be set forth in these by-laws or as shall be designated from time to time by the board of directors or by the president.

4.5. Treasurer and Assistant Treasurers. Unless the board of directors otherwise specifies, the treasurer shall be the chief financial officer of the corporation and shall be in charge of its funds and valuable papers, and shall have such other duties and powers as may be designated from time to time by the board of directors or by the president. If no controller is elected, the treasurer shall, unless the board of directors otherwise specifies, also have the duties and powers of the controller.

Any assistant treasurers shall have such duties and powers as shall be designated from time to time by the board of directors, the president or the treasurer.

4.6. Controller and Assistant Controllers. If a controller is elected, he shall, unless the board of directors otherwise specifies, be the chief accounting officer of the corporation and be in charge of its books of account and accounting records, and of its accounting procedures. He shall have such other duties and powers as may be designated from time to time by the board of directors, the president or the treasurer.

Any assistant controller shall have such duties and powers as shall be designated from time to time by the board of directors, the president, the treasurer or the controller.

4.7. Secretary and Assistant Secretaries. The secretary shall record all proceedings of the stockholders, of the board of directors and of committees of the board of directors in a book or series of books to be kept therefor and shall file therein all actions by written consent of stockholders or directors. In the absence of the secretary from any meeting, an assistant secretary, or if there be none or he is absent, a temporary secretary chosen at the meeting, shall record the proceedings thereof. Unless a transfer agent has been appointed the secretary shall keep or cause to be kept the stock and transfer records of the corporation, which shall contain the names and record addresses of all stockholders and the number of shares registered in the name of each stockholder. He shall have such other duties and powers as may from time to time be designated by the board of directors or the president.

Any assistant secretaries shall have such duties and powers as shall be designated from time to time by the board of directors, the president or the secretary.

SECTION 5. RESIGNATIONS AND REMOVALS

5.1. Any director or officer may resign at any time by delivering his resignation in writing to the chairman of the board, if any, the president, or the secretary or to a meeting of the board of directors. Such resignation shall be effective upon receipt unless specified to be effective at some other time, and without in either case the necessity of its being accepted unless the resignation shall so state. Except as may be otherwise provided by law, by the certificate of incorporation or by these by-laws, a director (including persons elected by stockholders or directors to fill vacancies in the board) may be removed from office with or without cause by the

vote of the holders of a majority of the issued and outstanding shares of the particular class or series entitled to vote in the election of such directors. The board of directors may at any time remove any officer either with or without cause. The board of directors may at any time terminate or modify the authority of any agent.

SECTION 6. VACANCIES

6.1. If the office of the president or the treasurer or the secretary becomes vacant, the directors may elect a successor by vote of a majority of the directors then in office. If the office of any other officer becomes vacant, any person or body empowered to elect or appoint that officer may choose a successor. Each such successor shall hold office for the unexpired term, and in the case of the president, the treasurer and the secretary until his successor is chosen and qualified or in each case until he sooner dies, resigns, is removed or becomes disqualified. Any vacancy of a directorship shall be filled as specified in Section 3.4 of these by-laws.

SECTION 7. CAPITAL STOCK

7.1. Stock Certificates. Each stockholder shall be entitled to a certificate stating the number and the class and the designation of the series, if any, of the shares held by him, in such form as shall, in conformity to law, the certificate of incorporation and the by-laws, be prescribed from time to time by the board of directors. Such certificate shall be signed by the chairman or vice chairman of the board, if any, or the president or a vice president and by the treasurer or an assistant treasurer or by the secretary or an assistant secretary. Any of or all the signatures on the certificate may be a facsimile. In case an officer, transfer agent, or registrar who has signed or whose facsimile signature has been placed on such certificate shall have ceased to be such officer, transfer agent, or registrar before such certificate is issued, it may be issued by the corporation with the same effect as if he were such officer, transfer agent, or registrar at the time of its issue.

7.2. Loss of Certificates. In the case of the alleged theft, loss, destruction or mutilation of a certificate of stock, a duplicate certificate may be issued in place thereof, upon such terms, including receipt of a bond sufficient to indemnify the corporation against any claim on account thereof, as the board of directors may prescribe.

SECTION 8. TRANSFER OF SHARES OF STOCK

8.1. Transfer on Books. Subject to the restrictions, if any, stated or noted on the stock certificate, shares of stock may be transferred on the books of the corporation by the surrender to the corporation or its transfer agent of the certificate therefor properly endorsed or accompanied by a written assignment and power of attorney properly executed, with necessary transfer stamps affixed, and with such proof of the authenticity of signature as the board of directors or the transfer agent of the corporation may reasonably require. Except as may be otherwise required by law, by the certificate of incorporation or by these by-laws, the corporation shall be entitled to treat the record holder of stock as shown on its books as the owner of such stock for all purposes, including the payment of dividends and the right to receive notice and to vote or to give any consent with respect thereto and to be held liable for such calls and assessments, if any, as may lawfully be made thereon, regardless of any transfer, pledge or other disposition of such stock until the shares have been properly transferred on the books of the corporation.

It shall be the duty of each stockholder to notify the corporation of his post office address.

8.2. Record Date. In order that the corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, the board of directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the board of directors, and which record date shall not be more than sixty nor less than ten days before the date of such meeting. If no such record date is fixed by the board of directors, the record date for determining the stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the board of directors may fix a new record date for the adjourned meeting.

In order that the corporation may determine the stockholders entitled to consent to corporate action in writing without a meeting, the board of directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the board of directors, and which date shall not be more than ten days after the date upon which the resolution fixing the record date is adopted by the board of directors. If no such record date has been fixed by the board of directors, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting, when no prior action by the board of directors is required by the General Corporation Law of the State of Delaware, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the corporation by delivery to its registered office in Delaware by hand or certified or registered mail, return receipt requested, to its principal place of business or to an officer or agent of the corporation having custody of the book in which proceedings of meetings of stockholders are recorded. If no record date has been fixed by the board of directors and prior action by the board of directors is required by the General Corporation Law of the State of Delaware, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting shall be at the close of business on the day on which the board of directors adopts the resolution taking such prior action.

In order that the corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the board of directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than sixty days prior to such payment, exercise or other action. If no such record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the board of directors adopts the resolution relating thereto.

SECTION 9. CORPORATE SEAL

9.1. Subject to alteration by the directors, the seal of the corporation shall consist of a flat-faced circular die with the word “Delaware” and the name of the corporation cut or engraved thereon, together with such other words, dates or images as may be approved from time to time by the directors.

SECTION 10. EXECUTION OF PAPERS

10.1. Except as the board of directors may generally or in particular cases authorize the execution thereof in some other manner, all deeds, leases, transfers, contracts, bonds, notes, checks, drafts or other obligations made, accepted or endorsed by the corporation shall be signed by the chairman of the board, if any, the president, a vice president, the treasurer or any other authorized officer.

SECTION 11. FISCAL YEAR

11.1. The fiscal year of the corporation shall end on January 31.

SECTION 12. AMENDMENTS

12.1. These by-laws have been adopted by vote of a majority of the directors then in office or by vote of a majority of the voting power of the stock outstanding and entitled to vote. These by-laws may be amended or repealed by a majority of the voting power of the stock outstanding and entitled to vote. Any by-law, whether adopted, amended or repealed by the stockholders or directors, may be amended or reinstated by the stockholders.

Exhibit 3.76

State of Delaware
Secretary of State
Division of Corporations
Delivered 06:15 PM 06/20/2007
FILED 06:08 PM 06/20/2007
SRV 070733083 – 4042342 FILE

SECOND AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

OF

CRC HEALTH GROUP, INC.

CRC Health Group, Inc., a Delaware corporation (the "Corporation"), hereby certifies that this Second Amended and Restated Certificate of Incorporation has been duly adopted in accordance with Sections 242 and 245 of the General Corporation Law of the State of Delaware, and that:

A. The original Certificate of Incorporation was filed by the Corporation with the Secretary of State of the State of Delaware on October 7, 2005.

B. An Amended and Restated Certificate of Incorporation was filed by the corporation on February 3, 2006 amending and restating the original Certificate of Incorporation.

C. A subsequent certificate of amendment to the Amended and Restated Certificate of Incorporation was filed by the Corporation on February 6, 2006 changing the name of the Corporation from CRCA Holdings, Inc. to CRC Health Group, Inc.

D. This Second Amended and Restated Certificate of Incorporation amends and restates the Amended and Restated Certificate of Incorporation.

E. The Certificate of Incorporation upon filing of this Second Amended and Restated Certificate of Incorporation, reads as follows:

1. The name of this Corporation is CRC Health Group, Inc.

2. The registered office of this Corporation in the State of Delaware is located at 160 Greentree Drive, Suite 101, City of Dover, County of Kent, Delaware 19904. The name of its registered agent at such address is National Registered Agents, Inc.

3. The purpose of this Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware (the "DGCL").

4. Capital Stock.

4.1. Authorized Shares. The total number of shares of capital stock that the Corporation has authority to issue is fifty-five million five hundred fifty-five thousand five hundred fifty-five (55,555,555) shares, consisting of:

(a) Fifty million (50,000,000) shares of Class A Common Stock, par value $0.001 per share ("Class A Common Stock"); and

(b) Five million five hundred fifty-five thousand five hundred fifty-five (5,555,555) shares of Class L Common Stock, par value $0.001 per share ("Class L Common Stock").

Charter Amendment

The Class A Common Stock and the Class L Common Stock are referred to collectively as the "Common Stock"; and each class shall be referred to as a class of Common Stock. The shares of Common Stock shall have the rights, preferences, privileges and limitations set forth below.

4.2. Definitions. As used in this Section 4, the following terms have the following definitions:

4.2.1. "Affiliate" shall mean, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with such Person.

4.2.2. "Applicable Price per Share" shall mean, (a) at the Public Offering Time, the Public Offering Price and (b) at the time of any other Realization Event, a fraction, (i) the numerator of which is the excess, if any, of the aggregate value of all Common Stock of the Corporation less the aggregate Class L Conversion Amount with respect to all shares of Class L Common Stock outstanding and (ii) the denominator of which is the aggregate number of shares of Class A Common Stock and Class L Common Stock (assuming each share of Class L Common Stock had been converted into a number of shares of Class A Common Stock equal to the Class L Conversion Constant). For the purpose of clause (b)(i) above, (x) if all of the Common Stock of the Corporation is being Transferred in the subject Realization Event, the aggregate value of all Common Stock of the Corporation shall be the consideration to be paid in respect of Common Stock in such Realization Event, after deducting all commissions, fees and expenses paid in connection with such Realization Event and (y) if less than all of the Common Stock of the Corporation is being Transferred in the subject Realization Event, the aggregate value of all Common Stock of the Corporation shall be the consideration to be paid in respect of Common Stock in such Realization Event, after deducting all commissions, fees and expenses paid in connection with such Realization Event, with a proportionate adjustment as determined by the Board of Directors in good faith.

4.2.3. "Board of Directors" shall mean the Board of Directors of the Corporation.

4.2.4. "Class L Base Amount" shall mean $81.00.

4.2.5. "Class L Conversion Amount" shall mean, at any time as of which it is to be determined, with respect to any share of Class L Common Stock, the amount that would need to be distributed with respect to such share so that the total amount distributed with respect to such share (excluding any Interim

Distributions previously paid with respect to such share, but including any Liquidation Distributions previously paid with respect to such share) would equal the Class L Base Amount plus an amount sufficient to generate an internal rate of return thereon equal to twelve percent (12%) per annum, compounded quarterly. Such internal rate of return shall be calculated in accordance with accepted financial practices, treating the Class L Base Amount of each share as having been paid for such share on February 6, 2006.

4.2.6. "Class L Conversion Constant" shall mean, at any time as of which it is to be determined, one, adjusted as provided in Section 4.7 below.

4.2.7. "Class L Conversion Factor" shall mean, at any time as of which it is to be determined, the sum of

(i) the Class L Conversion Constant

plus

(ii) the quotient obtained by *dividing*

(a) the Class L Conversion Amount

by

(b) Applicable Price per Share,

all determined at such time.

4.2.8. "Distributions" shall mean all distributions made by the Corporation to holders of Common Stock, whether by dividend or otherwise (including without limitation any distributions made by the Corporation to holders of Common Stock in complete or partial liquidation of the Corporation or upon a sale of all or substantially all of the business or assets of the Corporation and its subsidiaries on a consolidated basis); provided, however, that the following shall not be a Distribution: (a) any redemption or repurchase by the Corporation of any shares of Common Stock for any reason, (b) any recapitalization or exchange of any shares of Common Stock, (c) any subdivision or increase in the number of (by stock split, stock dividend or otherwise), or any combination in any manner of, the outstanding shares of Common Stock or (d) a merger, share exchange or consolidation after the consummation of which the stockholders of the Corporation immediately prior to such merger, share exchange or consolidation effectively have the power to elect a majority of the board of directors of the surviving corporation or its parent corporation.

4.2.9. "Initial Public Offering" shall mean the initial public offering and sale of shares of Class A Common Stock (taking into account any subdivision, increase or combination of the Corporation's Common Stock in connection with the public offering) of the Corporation for cash pursuant to an underwritten initial public offering of such shares registered on Form S-1 (or any successor form under the Securities Act of 1933) with the Securities and Exchange Commission.

4.2.10. “Interim Distributions” shall mean all Distributions that are not Liquidation Distributions.

4.2.11. “Liquidation Distributions” shall mean Distributions made by the Corporation to holders of Common Stock in liquidation of the Corporation including liquidation upon or following a sale of all or substantially all of the business or assets of the Corporation and its subsidiaries on a consolidated basis. The Board of Directors’ determination that a Distribution or a series of Distributions is or is not a Liquidation Distribution shall be conclusive.

4.2.12. “Person” shall mean any individual, partnership, corporation, association, trust, joint venture, unincorporated organization or other entity.

4.2.13. “Public Offering Price” shall mean the price per share to be received by the Corporation in connection with the sale of shares of Class A Common Stock to the public in the Initial Public Offering (taking into account any subdivision, increase or combination of the Corporation’s Common Stock in connection with the public offering), net of any expenses incurred and any underwriting commissions or concessions paid or allowed by the Corporation in connection therewith.

4.2.14. “Public Offering Time” shall mean the time immediately prior to the determination of the Public Offering Price by the Corporation in respect of the initial sale of shares of Class A Common Stock (taking into account any subdivision, increase or combination of the Corporation’s Common Stock in connection with the public offering) of the Corporation pursuant to the Initial Public Offering and prior to any transfer of beneficial ownership of such shares in such offering.

4.2.15. “Qualified Institutional Investor” shall mean Bain Capital Fund VIII, LLC, Bain Capital VIII Coinvestment Fund, LLC, BCIP Associates-G, BCIP T Associates III, LLC, BCIP T Associates III-B, LLC, BCIP Associates III, LLC, and BCIP Associates III-B, LLC and their Affiliates.

4.2.16. “Realization Event” shall mean the Transfer of Common Stock.

4.2.17. “Regulated Stockholder” shall mean any holder of Common Stock that is subject to the provisions of Regulation Y.

4.2.18. “Regulation Y” shall mean Regulation Y of the Board of Governors of the Federal Reserve System, as from time to time in effect, or any successor to such regulation.

4.2.19. “Transfer” shall mean a sale, transfer or other disposition for value.

4.3. Shares Identical. Except as otherwise provided in this Section 4, for purposes of this Section 4, all shares of Common Stock shall, to the fullest extent permitted by applicable law, be identical in all respects and shall entitle the holders thereof to the same powers, preferences, rights and privileges and shall be subject to the same qualifications, limitations and restrictions.

4.4. Voting Rights. Subject to the powers, preferences, rights and privileges of any class of stock (or any series thereof) having any preference or priority over, or rights superior to, the Common Stock that the Corporation may hereafter become authorized to issue, to the fullest extent permitted by applicable law, except as otherwise provided in this Section 4, the holders of the Common Stock shall have and possess all powers and voting and other rights pertaining to the stock of the Corporation. Except as otherwise provided in this Section 4 or as otherwise required by applicable law, all holders of Common Stock shall vote together as a single class, with each share of Common Stock being entitled to one vote on all matters to be voted on by the stockholders.

4.4.1. Subject to the provisions of Section 242(b)(2) of the DGCL, any term or provision of this Certificate of Incorporation may be amended with the affirmative vote of the holders of a majority of the then outstanding shares of Common Stock voting as a single class.

4.4.2. Notwithstanding the provisions of Section 242(b)(2) of the DGCL or anything to the contrary in this Section 4, the number of authorized shares of any class or classes of capital stock of the Corporation may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the outstanding shares of Common Stock without a vote by class.

4.5. Directors. The number of directors constituting the entire Board of Directors (the "Number of Directors") shall be five or such greater number determined as provided in the Bylaws of the Corporation, in either case subject to reduction as provided in Section 4.5.2.

4.5.1. Each director shall be entitled to one vote on all matters to be voted on by the directors. The directors shall vote together as a single class on all matters to be voted on by the directors.

4.5.2. Any vacancy on the Board of Directors shall be filled only by vote of the holders of a majority of the outstanding shares of the Common Stock. The Board of Directors shall be deemed to be duly constituted notwithstanding one or more vacancies in its membership, whether because of the failure of the stockholders to elect the full number of directors or otherwise. Any such vacancy shall automatically reduce the Number of Directors *pro tanto*, until such time as the holders of Common Stock shall have elected a director to fill such vacancy, whereupon the Number of Directors shall be automatically increased *pro tanto*.

4.6. Distributions. All Distributions pursuant to Sections 4.6.1. and 4.6.2. shall be made ratably among the holders of the class or classes of Common Stock in question, based on the number of shares of such class held by such holders.

4.6.1. Liquidation Distributions. All Liquidation Distributions shall be made to the holders of shares of Common Stock in the following order of priority:

4.6.1.1 First, the holders of the shares of Class L Common Stock (other than shares concurrently being converted into Class A Common Stock), as a single and separate class, shall be entitled to receive all Liquidation Distributions until there has been paid with respect to each such share from amounts then and previously distributed pursuant to this Section 4.6.1.1 an amount equal to the Class L Base Amount.

4.6.1.2 Second, after the full required amount of Liquidation Distributions have been made pursuant to Section 4.6.1.1 above, all holders of the shares of Common Stock, as a single class, shall thereafter be entitled to receive all remaining Liquidation Distributions pro rata based on the number of outstanding shares of Common Stock; provided that for purposes of this Section 4.6.1.2, each share of Class L Common Stock shall be deemed to have been converted into a number of shares of Class A Common Stock equal to the Class L Conversion Constant.

4.6.2. Interim Distributions. All Interim Distributions shall be made to the holders of shares of Common Stock, as a single class, pro rata based on the number of outstanding shares of Common Stock; provided that for purposes of this Section 4.6.2, each share of Class L Common Stock shall be deemed to have been converted into a number of shares of Class A Common Stock equal to the Class L Conversion Constant.

4.7. Stock Splits and Stock Dividends. The Corporation shall not in any manner subdivide or increase the number of (by stock split, stock dividend or other similar manner), or combine in any manner, the outstanding shares of Class L Common Stock. The Corporation shall not in any manner subdivide or increase the number of (by stock split, stock dividend or other similar manner), or combine in any manner, any outstanding Class A Common Stock unless a proportional adjustment is made to the Class L Conversion Constant. In no event shall any such subdivision, increase or combination constitute a Distribution in respect of any share of Common Stock.

4.8. Conversion of Class L Common Stock.

4.8.1. Mandatory Conversion in Connection with Public Offering. Immediately prior to the Public Offering Time, without any action by the Board of Directors or any stockholder of the Corporation, each outstanding share of Class L Common Stock shall automatically convert into a number of shares of Class A Common Stock equal to the Class L Conversion Factor at the time of conversion.

4.8.2. Mandatory Conversion in Connection with a Realization Event. At any time, in connection with a Realization Event, upon a vote of the Board of Directors, each outstanding share of Class L Common Stock shall automatically convert into a number of shares of Class A Common Stock equal to the Class L Conversion Factor at the time of conversion; and such vote may be taken prior to such Realization Event provided that the effectiveness thereof and the conversion of shares effected thereby are conditioned and made effective upon the occurrence of such Realization Event

4.8.3. Optional Conversion by Class in Connection with a Liquidation Distribution. At any time, in connection with a Liquidation Distribution, upon the election of the holders of a majority of the shares of Class L Common Stock and delivery of notice of such election to an officer of the Corporation, each outstanding share of Class L Common Stock shall automatically convert into a number of shares of Class A Common Stock equal to the Class L Conversion Factor at the time of conversion. The Corporation shall provide at least 10 days notice to the holders of shares of Class L Common Stock prior to making any Liquidation Distribution in order to provide such holders with the opportunity to make an election pursuant to this Section 4.8.3. Such notice may be waived on behalf of all holders of shares of Class L Common Stock by the holders of a majority of the shares of Class L Common Stock.

4.8.4. Fractional Shares, etc. Upon conversion under Section 4.8.1, 4.8.2 or 4.8.3 above, fractional shares shall be converted into equivalent fractional shares of Class A Common Stock (or, at the discretion of the Board of Directors, eliminated in return for payment therefor in cash at the fair market value thereof, as determined in good faith by the Board of Directors). No Distributions shall be or become payable on any shares of Class L Common Stock pursuant to Section 4.6 at or following such conversion. From and after such conversion, such shares of Class L Common Stock shall be retired and shall not be reissued, and upon the filing of a certificate in accordance with Section 243 of the DGCL, the authorized shares of Class L Common Stock shall be eliminated.

4.9. Effect of Conversion. Upon conversion of any share of Class L Common Stock, the holder shall surrender the certificate evidencing such share to the Corporation at its principal place of business. Promptly after receipt of such certificate, the Corporation shall issue and send to such holder a new certificate, registered in the name of such holder, evidencing the number of shares of Class A Common Stock into which such share has been converted. From and after the time of conversion of any share of Class L Common Stock, the rights of the holder thereof as such shall cease; the certificate formerly evidencing such share shall, until surrendered and reissued as provided above, evidence the applicable number of shares of the applicable class of Class A Common Stock; and such holder shall be deemed to have become the holder of record of the applicable number of shares of the Class A Common Stock.

4.10. Replacement. Upon receipt of an affidavit of the registered owner of one or more shares of any class of Common Stock (or such other evidence as may be

reasonably satisfactory to the Corporation) with respect to the ownership and the loss, theft, destruction or mutilation of any certificate evidencing such shares of Common Stock, and in the case of any such loss, theft or destruction, upon receipt of indemnity reasonably satisfactory to the Corporation (it being understood that if the holder is a Qualified Institutional Investor, or any other holder of shares of Common Stock of the Corporation which is an entity regularly engaged in the business of investing in companies and meets such requirements of creditworthiness as may reasonably be imposed by the Corporation in connection with the provisions of this paragraph, its own agreement will be satisfactory), or, in the case of any such mutilation upon surrender of such certificate, the Corporation shall execute and deliver in lieu of such certificate a new certificate of like kind representing the number of shares of such class represented by such lost, stolen, destroyed or mutilated certificate and dated the date of such lost, stolen, destroyed or mutilated certificate.

4.11. Notices. All notices referred to herein shall be in writing, shall be delivered personally or by first class mail, postage prepaid, and shall be deemed to have been given when so delivered or mailed to the Corporation at its principal executive offices and to any stockholder at such holder's address as it appears in the stock records of the Corporation (unless otherwise specified in a written notice to the Corporation by such holder).

4.12. Prohibition on Distributions Constituting Taxable Events. Notwithstanding anything to the contrary in this Section 4, the Corporation shall not, without the written approval of the holders of a majority of the shares of Class L Common Stock or, if there is no Class L Common Stock then outstanding, the holders of a majority of the Class L Common Stock at the time such Common Stock was converted into Class A Common Stock, pay any dividend or make any other distribution on any share of capital stock or other security or interest in the Corporation other than Class L Common Stock, or take any other action, so long as any share of Class L Common Stock is outstanding and for three years thereafter, if the effect of such dividend, distribution or action might be to make (a) an increase of the Class L Conversion Amount, (b) a conversion of the Class L Common Stock into Class A Common Stock or (c) an adjustment of the Class L Conversion Factor a taxable event to the holders of the Class L Common Stock. No amendment to the provisions of this Section 4.12 shall be effective without the prior written consent of the holders of a majority of the then outstanding shares of Class L Common Stock or, if there is no Class L Common Stock then outstanding, the holders of a majority of the Class L Common Stock at the time such Common Stock was converted into Class A Common Stock.

5. The election of directors need not be by ballot unless the Bylaws shall so require.

6. In furtherance and not in limitation of the power conferred upon the Board of Directors by law, the Board of Directors shall have power to make, adopt, alter, amend and repeal from time to time Bylaws of this Corporation, subject to the right of the stockholders entitled to vote with respect thereto to alter and repeal Bylaws made by the Board of Directors.

7. A director of this Corporation shall not be liable to this Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent that exculpation from liability is not permitted under the DGCL as in effect at the time such liability is determined. No amendment or repeal of this paragraph 7 shall apply to or have any effect on the liability or alleged liability of any director of this Corporation for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

8. To the maximum extent permitted from time to time under the law of the State of Delaware, this Corporation renounces any interest or expectancy of the Corporation in, or in being offered an opportunity to participate in, business opportunities that are from time to time presented to its officers, directors or stockholders, other than those officers, directors or stockholders who are employees of this Corporation. No amendment or repeal of this paragraph 8 shall apply to or have any effect on the liability or alleged liability of any officer, director or stockholder of the Corporation for or with respect to any opportunities of which such officer, director or stockholder becomes aware prior to such amendment or repeal.

9. This Corporation shall, to the maximum extent permitted from time to time under the law of the State of Delaware, indemnify and upon request shall advance expenses to any person who is or was a party or is threatened to be made a party to any threatened, pending or completed action, suit, proceeding or claim, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was or has agreed to be a director or officer of this Corporation or while a director or officer is or was serving at the request of this Corporation as a director, officer, partner, trustee, employee or agent of any corporation, partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, against expenses (including attorney's fees and expenses), judgments, fines, penalties and amounts paid in settlement incurred in connection with the investigation, preparation to defend or defense of such action, suit, proceeding or claim; provided, however, that the foregoing shall not require this Corporation to indemnify or advance expenses to any person in connection with any action, suit, proceeding, claim or counterclaim initiated by or on behalf of such person. Such indemnification shall not be exclusive of other indemnification rights arising under any Bylaw, agreement, vote of directors or stockholders or otherwise and shall inure to the benefit of the heirs and legal representatives of such person. Any person seeking indemnification under this paragraph 9 shall be deemed to have met the standard of conduct required for such indemnification unless the contrary shall be established. Any repeal or modification of the foregoing provisions of this paragraph 9 shall not adversely affect any right or protection of a director or officer of this Corporation with respect to any acts or omissions of such director or officer occurring prior to such repeal or modification.

10. The books of this Corporation may (subject to any statutory requirements) be kept outside the State of Delaware as may be designated by the Board of Directors or in the Bylaws of this Corporation.

11. If at any time this Corporation shall have a class of stock registered pursuant to the provisions of the Securities Exchange Act of 1934, for so long as such class is so registered, any action by the stockholders of such class must be taken at an annual or special meeting of stockholders and may not be taken by written consent.

12. This Corporation shall not be governed by Section 203 of the DGCL.

IN WITNESS WHEREOF, the Corporation has caused this Second Amended and Restated Certificate of Incorporation to be signed by Pamela Burke, its Vice President and Secretary, this 20th day of June, 2007.

/s/ Pamela Burke

Pamela Burke, Vice President and Secretary

Exhibit 3.77

BY-LAWS

OF

CRCA HOLDINGS, INC.

SECTION 1. LAW, CERTIFICATE OF INCORPORATION AND BY-LAWS

1.1. These by-laws are subject to the certificate of incorporation of the corporation. In these by-laws, references to law, the certificate of incorporation and by-laws mean the law, the provisions of the certificate of incorporation and the by-laws as from time to time in effect.

SECTION 2. STOCKHOLDERS

2.1. Annual Meeting. The annual meeting of stockholders shall be held on such date and at such time and place as shall be designated by the board of directors and stated in the notice of such meeting. At each annual meeting, the stockholders entitled to vote shall elect a board of directors and transact such other business as may be required by law or these by-laws or as may properly come before the meeting.

2.2. Special Meetings. A special meeting of the stockholders may be called at any time by the chairman of the board, if any, the president or the board of directors. A special meeting of the stockholders shall be called by the secretary, or in the case of the death, absence, incapacity or refusal of the secretary, by an assistant secretary or some other officer, upon application of a majority of the directors. Any such application shall state the purpose or purposes of the proposed meeting. Any such call shall state the place, date, hour, and purposes of the meeting.

2.3. Place of Meeting. All meetings of the stockholders for the election of directors or for any other purpose shall be held at such place within or without the State of Delaware as may be determined from time to time by the chairman of the board, if any, the president or the board of directors. Any adjourned session of any meeting of the stockholders shall be held at the place designated in the vote of adjournment.

2.4. Notice of Meetings. Except as otherwise provided by law, a written notice of each meeting of stockholders stating the place, day and hour thereof and, in the case of a special meeting, the purposes for which the meeting is called, shall be given not less then ten nor more than sixty days before the meeting, to each stockholder entitled to vote thereat, and to each stockholder who, by law, by the certificate of incorporation or by these by-laws, is entitled to notice, by leaving such notice with him or at his residence or usual place of business, or by depositing it in the United States mail, postage prepaid, and addressed to such stockholder at his address as it appears in the records of the corporation. Such notice shall be given by the secretary, or by an officer or person designated by the board of directors, or in the case of a special meeting by the officer calling the meeting. As to any adjourned session of any meeting

of stockholders, notice of the adjourned meeting need not be given if the time and place thereof are announced at the meeting at which the adjournment was taken except that if the adjournment is for more than thirty days or if after the adjournment a new record date is set for the adjourned session, notice of any such adjourned session of the meeting shall be given in the manner heretofore described. No notice of any meeting of stockholders or any adjourned session thereof need be given to a stockholder if a written waiver of notice, executed before or after the meeting or such adjourned session by such stockholder, is filed with the records of the meeting or if the stockholder attends such meeting without objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any meeting of the stockholders or any adjourned session thereof need be specified in any written waiver of notice.

2.5. Quorum of Stockholders. At any meeting of the stockholders a quorum as to any matter shall consist of a majority of the votes entitled to be cast on the matter, except where a larger quorum is required by law, by the certificate of incorporation or by these by-laws. Any meeting may be adjourned from time to time by a majority of the votes properly cast upon the question, whether or not a quorum is present. If a quorum is present at an original meeting, a quorum need not be present at an adjourned session of that meeting. Shares of its own stock belonging to the corporation or to another corporation, if a majority of the shares entitled to vote in the election of directors of such other corporation is held, directly or indirectly, by the corporation, shall neither be entitled to vote nor be counted for quorum purposes; provided, however, that the foregoing shall not limit the right of any corporation to vote stock, including but not limited to its own stock, held by it in a fiduciary capacity.

2.6. Action by Vote. When a quorum is present at any meeting, a plurality of the votes properly cast for election to any office shall elect to such office and a majority of the votes properly cast upon any question other than an election to an office shall decide the question, except when a larger vote is required by law, by the certificate of incorporation or by these by-laws. No ballot shall be required for any election unless requested by a stockholder present or represented at the meeting and entitled to vote in the election.

2.7. Action without Meetings. Unless otherwise provided in the certificate of incorporation, any action required or permitted to be taken by stockholders for or in connection with any corporate action may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the corporation by delivery to its registered office in Delaware by hand or certified or registered mail, return receipt requested, to its principal place of business or to an officer or agent of the corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Each such written consent shall bear the date of signature of each stockholder who signs the consent. No written consent shall be effective to take the corporate action referred to therein unless written consents signed by a number of stockholders sufficient to take such action are delivered to the corporation in the manner specified in this paragraph within sixty days of the earliest dated consent so delivered.

If action is taken by consent of stockholders and in accordance with the foregoing, there shall be filed with the records of the meetings of stockholders the writing or writings comprising such consent.

If action is taken by less than unanimous consent of stockholders, prompt notice of the taking of such action without a meeting shall be given to those who have not consented in writing and a certificate signed and attested to by the secretary that such notice was given shall be filed with the records of the meetings of stockholders.

In the event that the action which is consented to is such as would have required the filing of a certificate under any provision of the General Corporation Law of the State of Delaware, if such action had been voted upon by the stockholders at a meeting thereof, the certificate filed under such provision shall state, in lieu of any statement required by such provision concerning a vote of stockholders, that written consent has been given under Section 228 of said General Corporation Law and that written notice has been given as provided in such Section 228.

2.8. Proxy Representation. Every stockholder may authorize another person or persons to act for him by proxy in all matters in which a stockholder is entitled to participate, whether by waiving notice of any meeting, objecting to or voting or participating at a meeting, or expressing consent or dissent without a meeting. Every proxy must be signed by the stockholder or by his attorney-in-fact. No proxy shall be voted or acted upon after three years from its date unless such proxy provides for a longer period. A duly executed proxy shall be irrevocable if it states that it is irrevocable and, if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A proxy may be made irrevocable regardless of whether the interest with which it is coupled is an interest in the stock itself or an interest in the corporation generally. The authorization of a proxy may but need not be limited to specified action, provided, however, that if a proxy limits its authorization to a meeting or meetings of stockholders, unless otherwise specifically provided such proxy shall entitle the holder thereof to vote at any adjourned session but shall not be valid after the final adjournment thereof.

2.9. Inspectors. The directors or the person presiding at the meeting may, and shall if required by applicable law, appoint one or more inspectors of election and any substitute inspectors to act at the meeting or any adjournment thereof. Each inspector, before entering upon the discharge of his duties, shall take and sign an oath faithfully to execute the duties of inspector at such meeting with strict impartiality and according to the best of his ability. The inspectors, if any, shall determine the number of shares of stock outstanding and the voting power of each, the shares of stock represented at the meeting, the existence of a quorum, the validity and effect of proxies, and shall receive votes, ballots or consents, hear and determine all challenges and questions arising in connection with the right to vote, count and tabulate all votes, ballots or consents, determine the result, and do such acts as are proper to conduct the election or vote with fairness to all stockholders. On request of the person presiding at the meeting, the inspectors shall make a report in writing of any challenge, question or matter determined by them and execute a certificate of any fact found by them.

2.10. List of Stockholders. The secretary shall prepare and make, at least ten days before every meeting of stockholders, a complete list of the stockholders entitled to vote at such meeting, arranged in alphabetical order and showing the address of each stockholder and the number of shares registered in his name. The stock ledger shall be the only evidence as to who are stockholders entitled to examine such list or to vote in person or by proxy at such meeting.

SECTION 3. BOARD OF DIRECTORS

3.1. Number. The corporation shall have one or more directors, the number of directors to be determined from time to time by vote of a majority of the directors then in office. Except in connection with the election of directors at the annual meeting of stockholders, the number of directors may be decreased only to eliminate vacancies by reason of death, resignation or removal of one or more directors. No director need be a stockholder. At all times a majority of the directors comprising the board of directors must be residents of the United States of America.

3.2. Tenure. Except as otherwise provided by law, by the certificate of incorporation or by these by-laws, each director shall hold office until the next annual meeting and until his successor is elected and qualified, or until he sooner dies, resigns, is removed or becomes disqualified.

3.3. Powers. The business and affairs of the corporation shall be managed by or under the direction of the board of directors who shall have and may exercise all the powers of the corporation and do all such lawful acts and things as are not by law, the certificate of incorporation or these by-laws directed or required to be exercised or done by the stockholders.

3.4. Vacancies. Vacancies and any newly created directorships resulting from any increase in the number of directors may be filled by vote of the holders of the particular class or series of stock entitled to elect such director at a meeting called for the purpose, or by a majority of the directors then in office, although less than a quorum, or by a sole remaining director, in each case elected by the particular class or series of stock entitled to elect such directors. When one or more directors shall resign from the board, effective at a future date, a majority of the directors then in office, including those who have resigned, who were elected by the particular class or series of stock entitled to elect such resigning director or directors shall have power to fill such vacancy or vacancies, the vote or action by writing thereon to take effect when such resignation or resignations shall become effective. If any vacancy causes the board of directors to no longer consist of a majority of directors who are residents of the United States of America, such vacancy must be filled by a resident of the United States of America. The directors shall have and may exercise all their powers notwithstanding the existence of one or more vacancies in their number, subject to any requirements of law or of the certificate of incorporation or of these by-laws as to the number of directors required for a quorum or for any vote or other actions.

3.5. Committees. The board of directors may, by vote of a majority of the whole board, (a) designate, change the membership of or terminate the existence of any committee or committees, each committee to consist of one or more of the directors; (b) designate one or more directors as alternate members of any such committee who may replace any absent or disqualified member at any meeting of the committee; and (c) determine the extent to which each such committee shall have and may exercise the powers of the board of directors in the management of the business and affairs of the corporation, including the power to authorize the seal of the corporation to be affixed to all papers which require it and the power and authority to

declare dividends or to authorize the issuance of stock; excepting, however, such powers which by law, by the certificate of incorporation or by these by-laws they are prohibited from so delegating. In the absence or disqualification of any member of such committee and his alternate, if any, the member or members thereof present at any meeting and not disqualified from voting, whether or not constituting a quorum, may unanimously appoint another member of the board of directors to act at the meeting in the place of any such absent or disqualified member. Except as the board of directors may otherwise determine, any committee may make rules for the conduct of its business, but unless otherwise provided by the board or such rules, its business shall be conducted as nearly as may be in the same manner as is provided by these by-laws for the conduct of business by the board of directors. Each committee shall keep regular minutes of its meetings and report the same to the board of directors upon request. Each meeting of any committee of the board of directors must be held within the State of Delaware or elsewhere within the United States of America. Notwithstanding anything to the contrary contained herein, at all times a majority of the members of each committee of the board of directors must be residents of the United States of America.

3.6. Regular Meetings. Regular meetings of the board of directors may be held without call or notice at such places within the State of Delaware or elsewhere within the United States of America and at such times as the board may from time to time determine, provided that notice of the first regular meeting following any such determination shall be given to absent directors. A regular meeting of the directors may be held without call or notice immediately after and at the same place as the annual meeting of stockholders.

3.7. Special Meetings. Special meetings of the board of directors may be held at any time and at any place within the State of Delaware or elsewhere within the United States of America designated in the notice of the meeting, when called by the chairman of the board, if any, the president, or by one-third or more in number of the directors, reasonable notice thereof being given to each director by the secretary or by the chairman of the board, if any, the president or any one of the directors calling the meeting.

3.8. Notice. It shall be reasonable and sufficient notice to a director to send notice by mail at least forty-eight hours or by telegram at least twenty-four hours before the meeting addressed to him at his usual or last known business or residence address or to give notice to him in person or by telephone at least twenty-four hours before the meeting. Notice of a meeting need not be given to any director if a written waiver of notice, executed by him before or after the meeting, is filed with the records of the meeting, or to any director who attends the meeting without protesting prior thereto or at its commencement the lack of notice to him. Neither notice of a meeting nor a waiver of a notice need specify the purposes of the meeting.

3.9. Quorum. Except as may be otherwise provided by law, by the certificate of incorporation or by these by-laws, at any meeting of the directors a majority of the directors then in office shall constitute a quorum; a quorum shall not in any case be less than one-third of the total number of directors constituting the whole board. In determining whether or not a quorum exists at any meeting, only directors who are residents of the United States of America shall be counted as present. Any meeting may be adjourned from time to time by a majority of the votes cast upon the question, whether or not a quorum is present, and the meeting may be held as adjourned without further notice.

3.10. Action by Vote. Except as may be otherwise provided by law, by the certificate of incorporation or by these by-laws, when a quorum is present at any meeting the vote of a majority of the directors present shall be the act of the board of directors.

3.11. Action Without a Meeting. Any action required or permitted to be taken at any meeting of the board of directors or a committee thereof may be taken without a meeting if all the members of the board or of such committee, as the case may be, consent thereto in writing, and such writing or writings are filed with the records of the meetings of the board or of such committee. Such consent shall be treated for all purposes as the act of the board or of such committee, as the case may be.

3.12. Participation in Meetings by Conference Telephone. Members of the board of directors, or any committee designated by such board, may participate in a meeting of such board or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other or by any other means permitted by law. Such participation shall constitute presence in person at such meeting. For any such telephonic meeting of the board of directors or any committee thereof, a quorum of the directors must be physically present within the State of Delaware or elsewhere in the United States of America, for the duration of the meeting.

3.13. Compensation. In the discretion of the board of directors, each director may be paid such fees for his services as director and be reimbursed for his reasonable expenses incurred in the performance of his duties as director as the board of directors from time to time may determine. Nothing contained in this section shall be construed to preclude any director from serving the corporation in any other capacity and receiving reasonable compensation therefor.

3.14. Interested Directors and Officers.

(a) No contract or transaction between the corporation and one or more of its directors or officers, or between the corporation and any other corporation, partnership, association, or other organization in which one or more of the corporation's directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the board or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose, if:

(i) The material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the board of directors or the committee, and the board or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or

(ii) The material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or

(iii) The contract or transaction is fair as to the corporation as of the time it is authorized, approved or ratified, by the board of directors, a committee thereof, or the stockholders.

(b) Common or interested directors may be counted in determining the presence of a quorum at a meeting of the board of directors or of a committee which authorizes the contract or transaction.

SECTION 4. OFFICERS AND AGENTS

4.1. Enumeration; Qualification. The officers of the corporation shall be a president, a treasurer, a secretary and such other officers, if any, as the board of directors from time to time may in its discretion elect or appoint including without limitation a chairman of the board, one or more vice presidents and a controller. The corporation may also have such agents, if any, as the board of directors from time to time may in its discretion choose. Any officer may be but none need be a director or stockholder. Any two or more offices may be held by the same person. Any officer may be required by the board of directors to secure the faithful performance of his duties to the corporation by giving bond in such amount and with sureties or otherwise as the board of directors may determine.

4.2. Powers. Subject to law, to the certificate of incorporation and to the other provisions of these by-laws, each officer shall have, in addition to the duties and powers herein set forth, such duties and powers as are commonly incident to his office and such additional duties and powers as the board of directors may from time to time designate.

4.3. Election. The officers may be elected by the board of directors at their first meeting following the annual meeting of the stockholders or at any other time. At any time or from time to time the directors may delegate to any officer their power to elect or appoint any other officer or any agents.

4.4. Tenure. Each officer shall hold office until the first meeting of the board of directors following the next annual meeting of the stockholders and until his respective successor is chosen and qualified unless a shorter period shall have been specified by the terms of his election or appointment, or in each case until he sooner dies, resigns, is removed or becomes disqualified. Each agent shall retain his authority at the pleasure of the directors, or the officer by whom he was appointed or by the officer who then holds agent appointive power.

Chairman of the Board of Directors. President and Vice President. The chairman of the board, if any, shall have such duties and powers as shall be designated from time to time by the board of directors. Unless the board of directors otherwise specifies, the chairman of the board, or if there is none the chief executive officer, shall preside, or designate the person who shall preside, at all meetings of the stockholders and of the board of directors. The chairman of the board shall be a resident of the United States of America.

Unless the board of directors otherwise specifies, the president shall be the chief executive officer and shall have direct charge of all business operations of the corporation and, subject to the control of the directors, shall have general charge and supervision of the business of the corporation. The president and chief executive officer shall be a resident of the United States of America.

Any vice presidents shall have such duties and powers as shall be set forth in these by-laws or as shall be designated from time to time by the board of directors or by the president.

4.5. Treasurer and Assistant Treasurers. Unless the board of directors otherwise specifies, the treasurer shall be the chief financial officer of the corporation and shall be in charge of its funds and valuable papers, and shall have such other duties and powers as may be designated from time to time by the board of directors or by the president. If no controller is elected, the treasurer shall, unless the board of directors otherwise specifies, also have the duties and powers of the controller.

Any assistant treasurers shall have such duties and powers as shall be designated from time to time by the board of directors, the president or the treasurer.

4.6. Controller and Assistant Controllers. If a controller is elected, he shall, unless the board of directors otherwise specifies, be the chief accounting officer of the corporation and be in charge of its books of account and accounting records, and of its accounting procedures. He shall have such other duties and powers as may be designated from time to time by the board of directors, the president or the treasurer.

Any assistant controller shall have such duties and powers as shall be designated from time to time by the board of directors, the president, the treasurer or the controller.

4.7. Secretary and Assistant Secretaries. The secretary shall record all proceedings of the stockholders, of the board of directors and of committees of the board of directors in a book or series of books to be kept therefor and shall file therein all actions by written consent of stockholders or directors. In the absence of the secretary from any meeting, an assistant secretary, or if there be none or he is absent, a temporary secretary chosen at the meeting, shall record the proceedings thereof. Unless a transfer agent has been appointed the secretary shall keep or cause to be kept the stock and transfer records of the corporation, which shall contain the names and record addresses of all stockholders and the number of shares registered in the name of each stockholder. He shall have such other duties and powers as may from time to time be designated by the board of directors or the president.

Any assistant secretaries shall have such duties and powers as shall be designated from time to time by the board of directors, the president or the secretary.

SECTION 5. RESIGNATIONS AND REMOVALS

5.1. Any director or officer may resign at any time by delivering his resignation in writing to the chairman of the board, if any, the president, or the secretary or to a meeting of the board of directors. Such resignation shall be effective upon receipt unless specified to be effective at some other time, and without in either case the necessity of its being accepted unless the resignation shall so state. Except as may be otherwise provided by law, by the certificate of incorporation or by these by-laws, a director (including persons elected by stockholders or directors to fill vacancies in the board) may be removed from office with or without cause by the

vote of the holders of a majority of the issued and outstanding shares of the particular class or series entitled to vote in the election of such directors. The board of directors may at any time remove any officer either with or without cause. The board of directors may at any time terminate or modify the authority of any agent.

SECTION 6. VACANCIES

6.1. If the office of the president or the treasurer or the secretary becomes vacant, the directors may elect a successor by vote of a majority of the directors then in office. If the office of any other officer becomes vacant, any person or body empowered to elect or appoint that officer may choose a successor. Each such successor shall hold office for the unexpired term, and in the case of the president, the treasurer and the secretary until his successor is chosen and qualified or in each case until he sooner dies, resigns, is removed or becomes disqualified. Any vacancy of a directorship shall be filled as specified in Section 3.4 of these by-laws.

SECTION 7. CAPITAL STOCK

7.1. Stock Certificates. Each stockholder shall be entitled to a certificate stating the number and the class and the designation of the series, if any, of the shares held by him, in such form as shall, in conformity to law, the certificate of incorporation and the by-laws, be prescribed from time to time by the board of directors. Such certificate shall be signed by the chairman or vice chairman of the board, if any, or the president or a vice president and by the treasurer or an assistant treasurer or by the secretary or an assistant secretary. Any of or all the signatures on the certificate may be a facsimile. In case an officer, transfer agent, or registrar who has signed or whose facsimile signature has been placed on such certificate shall have ceased to be such officer, transfer agent, or registrar before such certificate is issued, it may be issued by the corporation with the same effect as if he were such officer, transfer agent, or registrar at the time of its issue.

7.2. Loss of Certificates. In the case of the alleged theft, loss, destruction or mutilation of a certificate of stock, a duplicate certificate may be issued in place thereof, upon such terms, including receipt of a bond sufficient to indemnify the corporation against any claim on account thereof, as the board of directors may prescribe.

SECTION 8. TRANSFER OF SHARES OF STOCK

8.1. Transfer on Books. Subject to the restrictions, if any, stated or noted on the stock certificate, shares of stock may be transferred on the books of the corporation by the surrender to the corporation or its transfer agent of the certificate therefor properly endorsed or accompanied by a written assignment and power of attorney properly executed, with necessary transfer stamps affixed, and with such proof of the authenticity of signature as the board of directors or the transfer agent of the corporation may reasonably require. Except as may be otherwise required by law, by the certificate of incorporation or by these by-laws, the corporation shall be entitled to treat the record holder of stock as shown on its books as the owner of such stock for all purposes, including the payment of dividends and the right to receive notice and to vote or to give any consent with respect thereto and to be held liable for such calls and assessments, if any, as may lawfully be made thereon, regardless of any transfer, pledge or other disposition of such stock until the shares have been properly transferred on the books of the corporation.

It shall be the duty of each stockholder to notify the corporation of his post office address.

8.2. Record Date. In order that the corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, the board of directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the board of directors, and which record date shall not be more than sixty nor less than ten days before the date of such meeting. If no such record date is fixed by the board of directors, the record date for determining the stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the board of directors may fix a new record date for the adjourned meeting.

In order that the corporation may determine the stockholders entitled to consent to corporate action in writing without a meeting, the board of directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the board of directors, and which date shall not be more than ten days after the date upon which the resolution fixing the record date is adopted by the board of directors. If no such record date has been fixed by the board of directors, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting, when no prior action by the board of directors is required by the General Corporation Law of the State of Delaware, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the corporation by delivery to its registered office in Delaware by hand or certified or registered mail, return receipt requested, to its principal place of business or to an officer or agent of the corporation having custody of the book in which proceedings of meetings of stockholders are recorded. If no record date has been fixed by the board of directors and prior action by the board of directors is required by the General Corporation Law of the State of Delaware, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting shall be at the close of business on the day on which the board of directors adopts the resolution taking such prior action.

In order that the corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the board of directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than sixty days prior to such payment, exercise or other action. If no such record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the board of directors adopts the resolution relating thereto.

SECTION 9. CORPORATE SEAL

9.1. Subject to alteration by the directors, the seal of the corporation shall consist of a flat-faced circular die with the word “Delaware” and the name of the corporation cut or engraved thereon, together with such other words, dates or images as may be approved from time to time by the directors.

SECTION 10. EXECUTION OF PAPERS

10.1. Except as the board of directors may generally or in particular cases authorize the execution thereof in some other manner, all deeds, leases, transfers, contracts, bonds, notes, checks, drafts or other obligations made, accepted or endorsed by the corporation shall be signed by the chairman of the board, if any, the president, a vice president, the treasurer or any other authorized officer.

SECTION 11. FISCAL YEAR

11.1. The fiscal year of the corporation shall end on January 31.

SECTION 12. AMENDMENTS

12.1. These by-laws have been adopted by vote of a majority of the directors then in office or by vote of a majority of the voting power of the stock outstanding and entitled to vote. These by-laws may be amended or repealed by a majority of the voting power of the stock outstanding and entitled to vote. Any by-law, whether adopted, amended or repealed by the stockholders or directors, may be amended or reinstated by the stockholders.

361987-94

ARTICLES OF INCORPORATION

OF CRC HEALTH OREGON, INC

FILED

MAY 23 2008

OREGON

SECRETARY OF STATE

ARTICLE 1. NAME

The name of the corporation is CRC Health Oregon, Inc.

ARTICLE 2. DURATION

The period of the corporation's duration shall be perpetual.

ARTICLE 3. PURPOSES AND POWERS

The purpose for which the corporation is organized is to engage in any business, trade or activity, which may lawfully be conducted by a corporation organized under the Oregon Business Corporation Act.

The corporation shall have the authority to engage in any and all such activities as are incidental or conducive to the attainment of the purposes of the corporation and to exercise any and all powers authorized or permitted under any laws that may be now or hereafter applicable or available to the corporation.

ARTICLE 4. SHARES

The corporation is authorized to issue a total of 1,000 shares of common stock. Holders of common stock are entitled to one vote per share on any matter submitted to the stockholders.

ARTICLE 5. SHAREHOLDER ACTION WITHOUT A MEETING

Action required or permitted by the Oregon Business Corporation Act or these Articles to be taken at a shareholders' meeting may be taken without a meeting if the action is taken by shareholders having not less than the minimum number of votes that would be necessary to take such action at a meeting at which all shareholders entitled to vote on the action were present and voted.

ARTICLE 6. LIMITATION OF DIRECTOR LIABILITY

To the fullest extent that the Oregon Business Corporation Act, as it exists on the date hereof or may hereafter be amended, permits the limitation or elimination of the liability of directors, a director of the corporation shall not be liable to the corporation or its shareholders for any monetary damages for conduct as a director. Any amendment to or repeal of this Article or amendment to the Oregon Business Corporation Act shall not adversely affect any right or protection of a director of the corporation for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

ARTICLE 7. INDEMNIFICATION

To the fullest extent not prohibited by law, the corporation: (i) shall indemnify any current or former director of the corporation who is made, or threatened to be made, a party to an action, suit or proceeding, whether civil, criminal, administrative, investigative, or otherwise (including an action, suit or proceeding by or in the right of the corporation), by reason of the fact that the person is or was a director of the corporation, and (ii) may indemnify any person who is made, or threatened to be made, a party to an action, suit or proceeding, whether civil, criminal, administrative, investigative, or otherwise (including an action, suit or proceeding by or in the right of the corporation), by reason of the fact that the person is or was an officer, employee or agent of the corporation, or a fiduciary (within the meaning of the Employee Retirement Income Security Act of 1974) with respect to any employee benefit plan of the corporation, or serves or served at the request of the

CRC HEALTH OREGON INC.

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corporation as a director or officer of, or as a fiduciary (as defined above) of an employee benefit plan of, another corporation, partnership, joint venture, trust or other enterprise. The corporation shall pay for or reimburse the reasonable expenses incurred by any such current or former director in any such proceeding in advance of the final disposition of the proceeding if the person sets forth in writing (i) the person's good faith belief that the conduct of the person was in good faith, the person reasonably believed the person's conduct was in the best interests of, or at least not opposed to the best interests of, the corporation, and, in case of a criminal proceeding, the person had no cause to believe the individual's conduct was unlawful, and (ii) the person's agreement to repay all advances if it is ultimately determined that the person is not entitled to indemnification under this Article. No amendment to this Article that limits the corporation's obligation to indemnify any current or former director shall have any effect on such obligation for any act or omission that occurs prior to the later of the effective date of the amendment or the date notice of the amendment is given to the person. This Article shall not be deemed exclusive of any other provisions for the indemnification of directors, officers, employees, or agents that may be included in any statute, bylaw, agreement, resolution of shareholders or directors or otherwise, both as to action in any official capacity and action in any other capacity while holding office, or while an employee or agent of the corporation. For purposes of this Article, "corporation" shall mean the corporation incorporated hereunder and any successor corporation thereof.

ARTICLE 8. REGISTERED OFFICE

The name and street address and the mailing address of the initial registered office of the Corporation is: National Registered Agents, Inc. 3533 Fairview Industrial Drive SE Salem, OR 97302

ARTICLE 9. ADDRESS FOR MAILING

The mailing address for the Corporation for notices is 20400 Stevens Creek Blvd. 6th Floor, Cupertino, Ca. 95014.

ARTICLE 10. INCORPORATOR

The name and address of the incorporator is William R. Pierunik, Alio Law Group, 1255 NW Ninth Ave., Suite 107, Portland, OR 97209

William R. Pierunik, Incorporator

SECRETARY OF STATE
STATE OF OREGON
CORPORATION DIVISION
THE UNION

Exhibit 3.79

BYLAWS

OF

CRC HEALTH OREGON, INC.

ARTICLE I

SHAREHOLDERS MEETINGS

1.1 **Annual Meeting**. The annual meeting of the shareholders shall be fixed by the Board of Directors and stated in the notice of the meeting.

1.2 **Special Meetings**. Special meetings of the shareholders, for any purposes, unless otherwise prescribed by statute, may be called by the President or the Board of Directors.

1.3 **Place of Meetings**. Meetings of the shareholders shall be held at any place in or out of Oregon designated by the Board of Directors.

1.4 **Meeting by Telephone Conference**. Shareholders may participate in an annual or special meeting by, or conduct the meeting through, use of any means of communications by which all shareholders participating may simultaneously hear each other during the meeting, except that no meeting for which a written notice is sent to shareholders may be conducted by this means unless the notice states that participation in this manner is permitted and describes how any shareholder desiring to participate in this manner may notify the Corporation.

ARTICLE II

BOARD OF DIRECTORS

2.1 **Number and Term**. The number of directors of the Corporation shall be no more than five and no less than one. The initial number of directors shall be three, and the number of directors shall otherwise be determined from time to time by the Board of Directors.

2.2 **Regular Meetings**. A regular meeting of the Board of Directors shall be held without notice other than this Bylaw immediately after, and at the same place as, the annual meeting of shareholders.

2.3 **Special Meetings**. Special meetings of the Board of Directors may be called by the President or any director. The person or persons authorized to call special meetings of the Board of Directors may fix any place in or out of Oregon as the place for holding any special meeting of the Board of Directors called by them.

2.4 **Notice**. Notice of the date, time and place of any special meeting of the Board of Directors shall be given at least 24 hours prior to the meeting by notice communicated in person, by telephone, telegraph, teletype, other form of wire or wireless communication, mail or private carrier. If written, notice shall be effective at the earliest of (a) when received, (b) three days after its deposit in the United States mail, as evidenced by the postmark, if mailed postpaid and correctly addressed, or (c) on the date shown on the return receipt, if sent by registered or certified mail, return receipt requested and the receipt is signed by or on behalf of the addressee. Notice by all other means shall be deemed effective when received by or on behalf of the director.

ARTICLE III

OFFICERS

3.1 **Appointment**. The Board of Directors at its first meeting following its election each year shall appoint a President and a Secretary. The Board of Directors or the President may appoint any other officers, assistant officers and agents. Any two or more offices may be held by the same person.

3.2 **Compensation**. The Corporation may pay its officers reasonable compensation for their services as fixed from time to time by the Board of Directors.

3.3 **Term**. The term of office of all officers commences upon their appointment and continues until their successors are appointed or until their resignation or removal.

3.4 **Removal**. Any officer or agent appointed by the Board of Directors or the President may be removed by the Board of Directors at any time with or without cause.

3.5 **President**. Unless otherwise determined by the Board of Directors, the President shall be the chief executive officer of the Corporation and, subject to the control of the Board of Directors, shall be responsible for the general operation of the Corporation. The President shall have any other duties and responsibilities prescribed by the Board of Directors. Unless otherwise determined by the Board of Directors, the President shall have authority to vote any shares of stock owned by the Corporation and to delegate this authority to any other officer.

3.6 **Vice Presidents**. Each Vice President (if any) shall perform duties and responsibilities prescribed by the Board of Directors or the President. The Board of Directors or the President may confer a special title upon a Vice President.

3.7 **Secretary**. The Secretary shall record and keep the minutes of all meetings of the directors and shareholders in one or more books provided for that purpose and perform any duties prescribed by the Board of Directors or the President.

ARTICLE IV

ISSUANCE OF SHARES

4.1 **Adequacy of Consideration**. The authorization by the Board of Directors of the issuance of shares for stated consideration shall evidence a determination by the Board that such consideration is adequate.

4.2 **Certificates for Shares**. Certificates representing shares of the Corporation shall be signed, either manually or in facsimile, by two officers of the Corporation, at least one of whom shall be the President, although the two officers maybe the same person if more than one position is held by the same person.

ARTICLE V

AMENDMENTS

These Bylaws may be amended or repealed and new Bylaws may be adopted by the Board of Directors or the shareholders of the Corporation.

Adopted: /s/ Pamela B. Burke
SECRETARY

May 24, 2006

Exhibit 3.80

CHARTER

OF
CRC HEALTH TENNESSEE, INC.

The undersigned person, having capacity to contract and act as the Incorporator of a corporation under the Tennessee Business Corporation Act, adopts the following Charter for such Corporation:

1. The name of the Corporation is CRC Health Tennessee, Inc.

2. The maximum number of shares which the Corporation shall have authority to issue is one hundred thousand (100,000) shares of voting common stock having $.01 par value per share. There are no preemptive rights with respect to these shares.

3. The Corporation's initial registered agent is National Registered Agents, Inc. The Corporation's initial registered office is 1900 Church Street, Suite 400, Nashville, Tennessee 37203.

4. The Incorporator of the Corporation is Pamela Burke, 20400 Stevens Creek Blvd., Suite 600, Cupertino, California 95014.

5. The principal office of the Corporation is 20400 Stevens Creek Blvd., Suite 600, Cupertino, California 95014.

6. The Corporation is for profit.

7. The purpose or purposes for which the Corporation is organized is to engage in any business not prohibited by law under the laws of Tennessee; and to do any and all things necessary or incidental in the operation of such business or businesses.

8. The shareholders may adopt or amend a bylaw that fixes a greater quorum or voting requirement for shareholders (or voting groups of shareholders) than is required by law.

9. To the fullest extent that the law of the State of Tennessee, as it exists on the date hereof or as it may hereafter be amended, permits the limitation or elimination of the liability of directors, no director (or person acting as a director pursuant to TCA ' 48-18-101) of the Corporation shall be personally liable to the Corporation or its shareholders for monetary damages for breach of fiduciary duty as a director.

   The Corporation shall have the power to and shall indemnify any director, officer, employee, agent of the Corporation, or any other person who is serving at the request of the Corporation in any such capacity with another corporation, partnership, joint venture, trust, or other enterprise to the fullest extent permitted by the laws of the State of Tennessee, as it exists on the date hereof or as it may hereafter be amended, and any such indemnification may continue as to any person who has ceased to be a director, officer, employee, or agent and may inure to the benefit of the heirs, executors, and administrators of such a person.

If the Tennessee Business Corporation Act is amended after approval of this Charter to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director (or other person acting as director pursuant to TCA § 48-18-101) of the Corporation shall be eliminated or limited to the fullest extent permitted by the Tennessee Business Corporation Act, as so amended.

10. Any or all of the directors of the Corporation may be removed for cause by a vote of a majority of the entire Board of Directors and with or without cause by a proper vote of the shareholders. “Cause” shall include, but not be limited to, a director willfully or without reasonable cause being absent from any regular or special meeting for the purpose of obstructing or hindering the business of the Corporation.

11. This Corporation shall have the powers granted to corporations under the Tennessee Business Corporation Act.

/s/ Pamela Burke
Pamela Burke, Incorporator

BYLAWS
OF
CRC HEALTH TENNESSEE, INC.

ARTICLE I
MEETINGS OF SHAREHOLDERS

1. **Annual Meeting.** The annual meeting of the shareholders shall be held at such time and place, either within or without this State, as may be designated from time to time by the directors.

2. **Special Meetings.** Special meetings of the shareholders may be called by the president, a majority of the board of directors, or, upon written demand, by the holders of not less than one-tenth (1/10) of all the shares entitled to vote at such meeting. The place of said meetings shall be the principal office of the corporation, unless otherwise designated by the directors.

3. **Notice of Shareholder Meetings.** Written or printed notice stating the place, day, and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called and the person or persons calling the meeting, shall be delivered either personally or by mail or at the direction of the president, secretary, officer, or person calling the meeting to each shareholder entitled to vote at the meeting. If mailed, such notice shall be delivered not less than ten (10) days nor more than two (2) months before the date of the meeting, and shall be deemed to be delivered when deposited in the United States mail addressed to the shareholder at his address as it appears on the stock transfer books of the corporation, with postage thereon prepaid. The person giving such notice shall certify that the notice required by this paragraph has been given.

4. **Quorum Requirements.** A majority of the shares entitled to vote shall constitute a quorum for the transaction of business. A meeting may be adjourned despite the absence of a quorum, and notice of an adjourned meeting need not be given if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken. When a quorum is present at any meeting, a majority in interest of the stock there represented shall decide any question brought before such meeting, unless the question is one upon which, by express provision of the charter, these bylaws, or by the laws of Tennessee, a larger or different vote is required, in which case such express provision shall govern the decision of such question.

5. **Voting and Proxies.** Every shareholder shall be entitled to one (1) vote for each share of stock standing in his name or on the books of the Corporation at the time of any regular or special meeting. Every shareholder entitled to vote at a meeting may do so either in person or by written proxy, which proxy shall be filed with the secretary of the meeting before being voted. Such proxy shall entitle the holders thereof to vote at any adjournment of such meeting, but shall not be valid after the final adjournment thereof. No proxy shall be valid after the expiration of eleven (11) months from the date of its execution unless otherwise provided in the proxy.

ARTICLE II
BOARD OF DIRECTORS

1. **Qualification and Election.** Directors need not be shareholders or Tennessee residents, but they must be of legal age. They shall be elected by a plurality of the votes cast at the annual meetings of the shareholders. Each director shall hold office until the expiration of the term for which he is elected, and thereafter until his successor has been elected and qualified.

2. **Number.** The number of directors shall be fixed from time to time by the shareholders, or by a majority of the entire board of directors, but shall never be less than the number required by law.

3. **Meetings.** The annual meeting of the board of directors shall be held immediately after the adjournment of the annual meeting of the shareholders, at which time the officers of the corporation shall be elected. The board may also designate more frequent intervals for regular meetings. Special meetings may be called at any time by the chairman of the board, president, or any two (2) directors.

4. **Notice of Directors' Meetings.** The annual and all regular board meetings may be held without notice. Special meetings shall be held upon notice sent by any usual means of communication not less than the minimum number of days before the meeting as permitted by law.

5. **Quorum and Vote.** The presence of a majority of the directors shall constitute a quorum for the transaction of business. A meeting may be adjourned despite the absence of a quorum, and notice of an adjourned meeting need not be given if the time and place to which the meeting is adjourned are fixed at the meeting at which the adjournment is taken and if the period of adjournment does not exceed one (1) month in any one adjournment. The vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the board, unless the vote of a greater number is required by the charter, these bylaws, or by the laws of Tennessee.

6. **Executive and Other Committees.** The board of directors, by a resolution adopted by a majority of its members, may name an executive committee and other committees, consisting of one or more persons, and may delegate to such committee or committees any and all such authority as it deems desirable and as is permissible under Tennessee law.

ARTICLE III
OFFICERS

1. **Number.** The corporation shall have a president and a secretary, and such other officers as the board of directors shall from time to time deem necessary. Any two or more offices may be held by the same person, except the offices of president and secretary.

2. **Election and Term.** The officers shall be elected by the board at its annual meeting. Each officer shall serve until the expiration of the term for which he is elected, and thereafter until his successor has been elected and qualified.

3. **Duties.** All officers shall have such authority and perform such duties in the management of the corporation as are normally incident to their offices and as the board of directors may from time to time provide. If not specified, the duties shall be as follows:

(a) Chairman of the Board: The chairman of the board shall preside at all meetings of shareholders and of the board of directors, unless he requests another officer to preside in his stead. He shall perform all other duties as are properly required of him by the board of directors.

(b) President: The president shall preside at all meetings of the board of directors if there is not a chairman of the board and shall have general charge and control of the affairs of the corporation, subject to the direction of the board of directors and to these bylaws. The president shall have the power to call special meetings of the board of directors and of the shareholders, as provided for in these bylaws, and he shall have the power to sign and execute all contracts and instruments of conveyance in the name of the corporation; to sign stock certificates, checks, drafts, and notes; to vote shares or interests in another corporation or other entity owned by the corporation; and to perform all other duties usually incident to the office of the president.

(c) Vice-President: The vice-president shall perform such duties as may be assigned to him by the board of directors. In case of the death, disability, or absence of the president, the vice-president shall perform and be vested with all the duties and powers of the president.

(d) Secretary: The secretary shall keep the minutes of the meetings of the board of directors and of the shareholders in a well bound book or books; he shall attend to the giving and serving of notice; he may sign with the president in the name of the corporation all stock certificates, contracts, and instruments authorized by the board of directors; he shall have charge of the certificate books and other books or papers as the board of directors may direct; all of which shall at all reasonable times be open to the examination of any director or shareholder, to the extent required by law, upon application at the office of the corporation during business hours; he shall authenticate records of the corporation; and he shall in addition perform all duties incident to the office of secretary, subject to the control of the board of directors. He shall submit such reports to the board of directors as may be required by it. The secretary, upon the instructions of the president or upon the instructions of the board, may borrow money on behalf of the corporation, signing the name of the corporation and pledging real and/or personal property of the corporation, as instructed; may initiate wire transfers on behalf of the corporation; and may purchase letters of credit for the corporation, all as instructed.

(e) Treasurer: The treasurer shall have the custody of all funds and securities of the corporation and shall keep proper accounts of same; when necessary or proper, he

shall endorse, on behalf of the corporation, all checks, notes, and other obligations and shall deposit the same to the credit of the corporation in such bank or banks as the board of directors may designate. He shall enter regularly in the books of the corporation to be kept by him for that purpose a full and accurate account of all monies received and paid out by him on account of the corporation, and he shall at all reasonable times exhibit his books and accounts to any director or shareholder upon application at the office of the corporation during business hours; he shall perform all acts incident to the position of the treasurer, subject to the control of the board of directors.

ARTICLE IV
RESIGNATIONS, REMOVALS, AND VACANCIES

1. **Resignations.** Any officer or director may resign at any time by giving written notice to the chairman of the board, the president, or the secretary. Any such resignation shall take effect at the time specified therein, or, if no time is specified, then upon its delivery to the corporation.

2. **Removal of Officers.** Any officer or agent may be removed by the board at any time, with or without cause.

3. **Removal of Directors.** Any or all of the directors may be removed either with or without cause by a proper vote of the shareholders; and, as provided in the charter, may be removed with cause by a majority vote of the entire board. “Cause” shall include a director willfully or without reasonable cause being absent from any regular or special meeting for the purpose of obstructing or hindering the business of the corporation.

4. **Vacancies of Directors.** Newly created directorships resulting from an increase in the number of directors, and vacancies occurring in any directorship for any reason, including removal of a director, may be filled by the vote of a majority of the directors then in office, even if less than a quorum exists.

ARTICLE V
INDEMNIFICATION

1. **Liability of Officers and Directors.** No person shall be liable to the corporation for any loss or damage suffered by it on account of any action taken or omitted to be taken by him as a director or officer of the corporation in good faith if such person exercised or used the same degree of care and skill as a prudent man would have exercised or used under the circumstances in the conduct of his own affairs.

2. **Indemnification of Officers and Directors.** The corporation shall indemnify to the fullest extent permitted by law any and all persons who may serve or who have served at any time as directors or officers, or who at the request of the board of directors of the corporation may serve or at any time have served as directors or officers of another corporation in which the corporation at such time owned or may own shares of stock or of which it was or may be a creditor, and their respective heirs, administrators, successors, and assigns, against any and all

expenses, including amounts paid upon judgments, counsel fees, and amounts paid in settlement (before or after suit is commenced), actually and necessarily incurred by such persons in connection with the defense or settlement of any claim, action, suit, or proceeding in which they, or any of them, are made parties, or a party, or which may be asserted against them or any of them, by reason of being or having been directors or officers or a director or officer of the corporation or such other corporation, except in relation to such matters to which any such director or officer or former director or officer or person shall be adjudged in any action, suit, or proceeding to be liable for his own negligence or misconduct in the performance of his duty. Such indemnification shall be in addition to any other rights to which those indemnified may be entitled under any law, bylaw, agreement, vote of shareholders, or otherwise.

ARTICLE VI
CAPITAL STOCK

1. **Stock Certificates.** Every shareholder shall be entitled to a certificate or certificates of capital stock of the corporation in such form as may be prescribed by the board of directors. Unless otherwise decided by the board, such certificates shall be signed by the president and the secretary of the corporation.

2. **Transfer of Shares.** Shares of stock may be transferred on the books of the corporation by delivery and surrender of the properly assigned certificate, but subject to any restrictions on transfer imposed by either the applicable securities laws or any shareholder agreement.

3. **Loss of Certificates.** In the case of the loss, mutilation, or destruction of a certificate of stock, a duplicate certificate may be issued upon such terms as the board of directors shall prescribe.

ARTICLE VII
ACTION BY CONSENT

Whenever the shareholders or directors are required or permitted to take any action by vote, such action may be taken without a meeting on written consent, setting forth the action so taken, signed by all the persons or entities entitled to vote thereon and indicating each person or entity's vote or abstention on the action. The action must receive the affirmative vote of the number of votes that would be necessary to authorize or take such action at a meeting.

ARTICLE VIII
AMENDMENT OF BYLAWS

Except as otherwise permitted by law, these bylaws may be amended, added to, or repealed either by: (1) a majority vote of the shares represented at any duly constituted shareholders' meeting, or (2) a majority vote of the entire board of directors. Any change in the bylaws made by the board of directors, however, may be amended or repealed by the shareholders.

CERTIFICATION

I certify that these bylaws were adopted by the organizational meeting of the corporation held on the 15th day of May, 2006.

/s/ Pamela Burke

Pamela Burke, Secretary

Exhibit 3.82

State of Delaware
Secretary of State
Division of Corporations
Delivered 07:01 PM 11/17/2008
FILED 07:01 PM 11/17/2008
SRV 081123202 – 4624054 FILE

CERTIFICATE OF FORMATION

OF

CRC HOLDINGS, LLC

This certificate of formation of CRC HOLDINGS, LLC (the "Company") is being executed by the undersigned for the purpose of forming a limited liability company pursuant to the Delaware Limited Liability Company Act.

FIRST: The name of the company is:

CRC HOLDINGS, LLC

SECOND: The address of the registered office of the Company in Delaware is 160 Greentree Dr., Suite 101, in the City of Dover, 19904 County of Kent, and its registered agent at such address is NATIONAL REGISTERED AGENTS, INC.

IN WITNESS WHEREOF, the undersigned, being the individual forming the Company, has executed, signed and acknowledged this Certificate of Formation this 17th day of November, 2008.

/s/ Nathaniel Weiner
Nathaniel Weiner
Authorized Person

Exhibit 3.83

OPERATING AGREEMENT

OF

CRC HOLDINGS, LLC

A Delaware Limited Liability Company

November 18, 2008

TABLE OF CONTENTS

TABLE OF CONTENTS
(continued)

OPERATING AGREEMENT
OF

CRC HOLDINGS, LLC
A Delaware Limited Liability Company

This Operating Agreement (this "**Agreement**") of **CRC HOLDINGS, LLC** (the "**Company**") is made and entered into pursuant to the Delaware Limited Liability Company Act (the "**Act**") and shall be effective as of November 18, 2008, by CRC HEALTH CORPORATION, a Delaware company ("**CRC**"), as the sole member.

ARTICLE I

DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings set forth below in this Article I. The singular when used in this Agreement shall also refer to the plural, and vice versa, as appropriate. All terms used in this Agreement which are not defined in this Article I shall have the meanings set forth elsewhere in this Agreement.

"**Act**" shall mean the Delaware Limited Liability Company Act.

"**Affiliate**" shall mean, with respect to any Member: (a) any person directly or indirectly owning, controlling or holding with power to vote 10% or more of the outstanding voting securities of such Member; (b) any Person 10% or more of whose outstanding voting securities are directly or indirectly owned, controlled or held with power to vote by such Member; (c) any partnership or limited liability company of which such Member or any other Person described in clause (a) or clause (b) of this definition is a general or managing partner, or a manager, as the case may be; and (d) any officer, director or partner in such Member.

"**Agreed Value**" means the fair market value of property as determined by the Members using such reasonable methods of valuation as they deem appropriate.

"**Assignee**" shall mean a person who has acquired a beneficial interest in a Company Interest in accordance with the provisions of Article VIII hereof, but who is not a Member.

"**Book Depreciation**" means the depreciation, cost recovery or amortization of assets allowable to the Company with respect to an asset for any period, except that if the Book Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such period, Book Depreciation shall be an amount which bears the same ratio to such beginning Book Value as federal income tax depreciation, amortization, or other cost recovery deduction for such period bears to such beginning adjusted basis.

"**Book Gain**" or "**Book Loss**" means the gain or loss that would be recognized by the Company for federal income tax purposes as a result of sales or exchanges of its assets if its tax basis in such assets were equal to the Book Value of such assets.

"**Book Value**" means (a) as to property contributed to the Company, its Agreed Value, and (b) as to all other Company property, its adjusted basis for federal income tax purposes as reflected on the books of the Company. The Book Value of all Company assets shall be adjusted to equal their respective Agreed Values, as determined by the Members, as of the following times: (a) the acquisition of an additional interest in the Company by any new or existing Member in exchange for more than a de minimis Capital Contribution; (b) the distribution by the Company to a Member of more than a de minimis amount of Company property, unless all Members receive simultaneous distributions of undivided interests in the distributed property in proportion to their Interest in the Company; and (c) the termination of the Company for federal income tax purposes pursuant to Code Section 708(b)(1)(B). The Book Value of all assets shall be adjusted by the Book Depreciation taken into account with respect to such asset.

"**Capital Account**" means an individual capital account maintained for each Member in accordance with Treasury Regulation Section 1.704-1(b) adopted pursuant to Section 704(b) of the Code.

"**Capital Contributions**" shall mean the amount of cash or Book Value of property a Member contributes to the capital of the Company.

"**Certificate**" shall mean the certificate of formation of the Company which is required to be filed pursuant to the Act.

"**Code**" shall mean the Internal Revenue Code of 1986, as amended from time to time, and the corresponding provisions of any future Federal tax law and, to the extent applicable, the Regulations.

"**Company Interest**," as of any date, shall mean, with respect to any Member, the percentage ownership interest of such Member in the Company as of such date, including all of its rights and obligations under the Act and this Agreement. Each Member's Company Interest shall be represented by the number of Units set forth on Exhibit A attached hereto.

"**Distributions**" means all cash and the Book Value of other property distributed to CRC arising from its Company Interest.

"**Fiscal Year**" shall mean the fiscal year of the Company which shall be the calendar year.

"**Initial Member**" shall mean CRC

"**Manager**" shall mean initially **CRC Health Management, Inc**., a Delaware corporation, or such other Person as the Member may later appoint.

"Member" shall mean the Initial Member and any other Person that acquires a Company Interest and is admitted to the Company as a member in accordance with the terms of this Agreement.

"**Net Income**" or "**Net Loss**" shall mean, with respect to any fiscal period, the gross income, gains and losses of the Company, for such period, less all deductible costs, expenses and depreciation and amortization allowances of the Company for such period, as determined for

federal income tax purposes, with the following adjustments: (a) any income of the Company that is exempt from federal income tax and is not otherwise taken into account in computing Net Income or Net Loss pursuant to this definition shall be added to such taxable income or loss; (b) any expenditures of the Company not deductible in computing taxable income or loss, not properly chargeable to capital account and not otherwise taken into account in computing Net Income or Net Loss pursuant to this definition shall be subtracted from such taxable income or loss; (c) if the Book Value of any asset differs from its adjusted basis for federal income tax purposes at the beginning of such period, the depreciation and amortization allowances to be deducted from gross income with respect to such asset shall be Book Depreciation; and (d) Book Gain or Book Loss shall be used instead of taxable gain or loss. If such amount shall be greater than zero, it shall be known as a "**Net Income**" and if such amount shall be less than zero, it shall be known as "**Net Loss**."

"**Person**" shall mean an individual, partnership, joint venture, association, corporation, trust, estate, limited liability company, limited liability partnership or any other legal entity.

"**Regulations**" shall mean the regulations, including temporary regulations promulgated under the Code, as such regulations may be amended from time to time (including the corresponding provisions of any future regulations).

"**Units**" shall mean the number of units representing the Company Interest held by a Member. Each Unit shall represent 1% of the total outstanding Company Interest.

ARTICLE II

CONTINUATION AND PURPOSE

2.01 Formation. The Initial Member hereby organizes a limited liability company pursuant to the Act. The rights and liabilities of the Members shall be determined pursuant to the Act and this Agreement. To the extent that the rights or obligations of the Members are different by reason of any provision of this Agreement than they would be in the absence of such provision, this Agreement shall, to the extent permitted by the Act, control. Simultaneously with the execution and delivery of this Agreement, CRC shall be admitted as the sole member of the Company.

2.02 Limited Liability Company Agreement. This Agreement shall constitute the "limited liability company agreement" of the Company within the meaning of the Act for all purposes including, without limitation, so long as there is only one Member, for classification of the Company as a "domestic eligible entity" that is disregarded as an entity separate from its owner for federal and all relevant state income tax purposes.

2.03 Name. The name of the Company is **CRC HOLDINGS, LLC.**

2.04 Principal Office. The registered office required to be maintained by the Company in the state of Delaware pursuant to the Act shall initially be located at c/o National Registered Agents, Inc. 160 Greentree Drive, Suite 101, in the City of Dover, County of Dover, Delaware 19904. The registered agent shall initially be National Registered Agents, Inc. 160 Greentree Drive, Suite 101, in the City of Dover, County of Dover, Delaware 19904. The principal executive office of the Company shall be at 20400 Stevens Creek Blvd., Suite 600, Cupertino, California 95014.

2.05 Term. The term of the Company commenced on the date of filing of the Certificate with the Secretary of State of Delaware, and shall continue unless terminated as hereinafter provided.

2.06 Purposes of Company. The Company is permitted to engage in any lawful acts or activities and to exercise any powers permitted to limited liability companies under the laws of the State of Delaware.

2.07 Certificate. The Manager shall cause the Certificate to be filed or recorded in any other public office where filing or recording is required.

2.08 Address of the Initial Member. The address of the Initial Member is 20400 Stevens Creek Blvd., Suite 600, Cupertino, California 95014.

2.09 Foreign Qualification. The Manager shall take all necessary actions to cause the Company to be qualified to conduct business legally in all other jurisdictions where the nature of the Company's business requires such qualification.

ARTICLE III

MEMBERS' CAPITAL

3.01 Capital Contribution. The Members shall be obligated to make only such capital contributions to the Company as the Members shall agree to in writing. The Initial Member shall be credited with one hundred percent (100%) of the existing capital of the Company.

3.02 Additional Capital Contributions. The Members shall not be required to contribute additional capital to the Company. The Members shall not be obligated to restore any deficit balance in their Capital Accounts.

ARTICLE IV

STATUS OF MEMBERS AND MANAGER

4.01 Limited Liability. Neither the Members nor the Manager shall be bound by or personally liable for, the expenses, liabilities or obligations of the Company. Except as required by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and neither the Members nor the Manager shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member or acting as the Manager of the Company. The Members shall be liable to the Company for the capital contributions specified in Section 3.01 and as may otherwise be required pursuant to the Act. Neither the Members nor the Manager shall be liable for any debts, obligations and liabilities, whether arising in contract, tort or otherwise, of any other Member or any Manager of the Company. The Members shall not be required to loan the Company any funds.

4.02 Return of Distributions of Capital. A Member may, under certain circumstances, be required by law to return to the Company for the benefit of the Company's creditors, amounts previously distributed. No Member shall be obligated to pay those distributions to or for the account of the Company or any creditor of the Company. However, if any court of competent jurisdiction holds that, notwithstanding the provisions of this Agreement, any Member is obligated to return or pay over any part of those distributions, it shall be the obligation of such Member. Any payment returned to the Company or made directly by a Member to a creditor of the Company shall be deemed a Capital Contribution by such Member.

4.03 Reliance by Third Parties. Persons dealing with the Company are entitled to rely conclusively upon the power and authority of the Manager as set forth in this Agreement.

ARTICLE V

COMPENSATION TO THE MEMBERS AND MANAGER

Neither the Members nor the Manager shall receive any compensation directly or indirectly in connection with the formation, operation, and dissolution of the Company except as expressly specified in this Agreement.

ARTICLE VI

COMPANY EXPENSES

6.01 Reimbursement. The Company shall reimburse the Members for all out-of-pocket costs and expenses reasonably incurred by it in connection with the operation and funding of the Company, including any legal fees and expenses.

6.02 Operating Expenses. The Company shall pay the operating expenses of the Company which may include, but are not limited to: (i) all reasonable salaries, compensation and fringe benefits of personnel employed by the Company and involved in the business of the Company; (ii) all costs of funds borrowed by the Company and all taxes and other assessments on the Company's assets and other taxes applicable to the Company; (iii) reasonable legal, audit and accounting fees; (iv) the cost of insurance as required in connection with the business of the Company; (v) reasonable expenses of revising, amending, or modifying this Agreement or terminating the Company; (vi) reasonable expenses in connection with distributions made by the Company, and communications necessary in maintaining relations with Members and outside parties, (vii) reasonable expenses in connection with preparing and mailing reports required to be furnished to Members for investor, tax reporting or other purposes, or other reports to Members; (viii) reasonable costs incurred in connection with any litigation in which the Company is involved, as well as any examination, investigation or other proceedings conducted by any regulatory agency with jurisdiction over the Company, including legal and accounting fees incurred in connection therewith; (ix) property management fees; and (x) reasonable expenses of professionals employed by the Company in connection with any of the foregoing, including attorneys, accountants and appraisers.

ARTICLE VII

ALLOCATION OF INCOME AND LOSS; DISTRIBUTIONS

7.01 Distributions. All Distributions shall be paid to the Initial Member. If there is more than one Member, the Members shall amend this Section 7.01 to reflect the Members' agreement regarding payment of Distributions.

7.02 Allocations of Net Income and Net Losses. Net Income and Net Losses of the Company for each Fiscal Year shall be allocated 100% to the Initial Member. If there is more than one Member, the Members shall amend this Section 7.02 to reflect the Members' agreement regarding allocation of Net Income and Net Losses of the Company.

ARTICLE VIII

ASSIGNMENT OF COMPANY INTERESTS

8.01 Assignment. A Member may assign (whether by sale, exchange, gift contribution, distribution or other transfer, including a pledge or other assignment for security purposes) all or any part of its Company Interest.

8.02 Assignee. Provided the provisions of this Article VIII have been complied with, an Assignee shall be entitled to receive distributions of cash or other property, and allocations of Net Income and Net Losses, from the Company attributable to the assigned Company Interests from and after the effective date of the assignment in accordance with Article VII, but an Assignee shall have no other rights of a Member herein, such as rights to any information, an accounting, inspection of books or records or voting as a Member on matters set forth herein or by law, until such Assignee is admitted as a Member pursuant to the provisions of Article X; except that an Assignee shall have the right solely to receive a copy of the annual financial statements required herein to be provided the Members. The Company shall be entitled to treat the assignor as the absolute owner of the Company Interests in all respects, and shall incur no liability for distributions, allocations of Net Income or Net Losses, or transmittal of reports and notices required to be given to Members which are made in good faith to the assignor until the effective date of the assignment, or, in the case of the transmittal of reports (other than the financial statements referred to above) or notices, until the Assignee is so admitted as a substitute Member. The effective date of an assignment shall be the first day of the calendar month following the month in which the Member has received an executed instrument of assignment in compliance with this Article VIII or the first day of a later month if specified in the executed instrument of assignment. The Assignee shall be deemed an Assignee on the effective date, and shall be only entitled to distributions, Net Income or Net Losses attributable to the period after the effective date of assignment. Each Assignee will inherit the balance of the Capital Account, as of the effective date of Assignment, of the Assignor with respect to the Company Interest transferred.

8.03 Collateral Assignment. Notwithstanding anything to the contrary in the foregoing Section 8.02 and to the extent permitted by the Act, in the event a Member pledges its Company Interest or its Units, or assigns its Company Interests or its Units for security purposes, or

otherwise encumbers its Company Interest or its Units, to a Member's lenders that provide financing to such Member (the "**Lenders**"), (i) such Member may physically deliver the certificate or certificates representing its Units to its Lenders; (ii) the provisions of Article X and Section 12.04(b) shall not apply to the admission of any such Lender as a Member upon the exercise by such Lender of any rights and remedies under any of the Member's agreements with such Lender; (iii) such Lender shall be entitled to become a member of the Company and otherwise effect the transfer of the assigning Member's Company Interest and Units to such Lender or such other Person as Lender may select consistent with the terms of the Member's agreements with such Lender upon the exercise by such Lender of any rights and remedies under any of the Member's agreements with such Lender, and such Lender or other Person may thereafter exercise all rights and other entitlements of membership in the Company pertaining thereto, in all cases without being required to comply with the provisions of Article X or Section 12.04(b) or to make any required Capital Contributions; and (iv) such Lenders or other Persons to whom the Company Interest or Units are transferred by Lender shall be deemed Members without further action upon the effectiveness of such transfer.

8.04 Other Consents and Requirements. Any assignment, sale, transfer, exchange or other disposition of any Company Interest in the Company or the Units must be in compliance with any requirements imposed by any state securities administrator having jurisdiction over the assignment, sale, transfer, exchange or other disposition of the Company Interest or the Units, and the United States Securities and Exchange Commission.

ARTICLE IX

ISSUANCE OF UNIT CERTIFICATES

9.01 Unit Certificates. Each Member shall be issued a certificate or certificates for Units to denominate such Member's Company Interest. The names of each Member and the number of Units held by such Member, together with the certificate number of each Unit certificate issued to such Member shall be set forth on Exhibit A attached hereto. All certificates shall be signed in the name of the Company by the President and the Chief Financial Officer or Secretary of the Company, certifying the number of Units owned by the Unit holder. Any or all of the signatures on a certificate may be by facsimile signature.

9.02 Restrictive Legend. In order to reflect the restrictions on disposition of the Units as set forth in this Agreement, the certificates for the Units will be endorsed with a restrictive legend, including without limitation one or both of the following:

"THE UNITS REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY STATE SECURITIES LAWS, AND MAY BE OFFERED AND SOLD ONLY IF SO REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE. THE HOLDER OF THESE UNITS MAY BE REQUIRED TO DELIVER TO THE COMPANY, IF THE COMPANY SO REQUESTS, AN OPINION OF COUNSEL (REASONABLY SATISFACTORY IN FORM AND SUBSTANCE TO THE COMPANY) TO THE EFFECT THAT AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT

(OR QUALIFICATION UNDER STATE SECURITIES LAWS) IS AVAILABLE WITH RESPECT TO ANY TRANSFER OF THESE UNITS THAT HAS NOT BEEN SO REGISTERED (OR QUALIFIED).

THE COMPANY WILL FURNISH WITHOUT CHARGE TO EACH HOLDER WHO SO REQUESTS THE POWERS, DESIGNATIONS, PREFERENCES AND RELATIVE RIGHTS OF THE UNITS. THE UNITS EVIDENCED HEREBY ARE SUBJECT TO AN OPERATING AGREEMENT (A COPY OF WHICH MAY BE OBTAINED UPON WRITTEN REQUEST FROM THE COMPANY). FOR ALL PURPOSES, THIS CERTIFICATE AND THE UNITS IT REPRESENTS SHALL BE DEEMED A SECURITY OR SECURITIES GOVERNED BY ARTICLE VIII OF THE UNIFORM COMMERCIAL CODE."

9.03 Additional Legends. If required by the authorities of any state in connection with the issuance of the Units, the legend or legends required by such state authorities shall also be endorsed on all such certificates.

9.04 Lost Certificates. Except as provided in this Section 9.04, no new certificate for Units shall be issued in lieu of an old certificate unless the latter is surrendered to the Company and canceled at the same time. The Company may, in case any Unit certificate or certificates is lost, stolen or destroyed, authorize the issuance of a new certificate in lieu thereof, upon such terms and conditions as the Company may require, including provision for indemnification of the Company sufficient to protect the Company against any claim that may be made against it, including any expense or liability, on account of the alleged loss, theft or destruction of such certificate or the issuance of such new certificate.

9.05 Uniform Commercial Code. For all purposes under this Agreement and any agreement between the Company and its lenders, all of the Company Interests in the Company and the Units issued by the Company representing the same shall be deemed a security or securities governed by Article VIII of the Uniform Commercial Code.

ARTICLE X

ADMISSION OF ASSIGNEE AS MEMBER

10.01 Requirements. An Assignee may not become a Member unless all of the following conditions are first satisfied:

(a) A duly executed and acknowledged written instrument of assignment is filed with the Company, specifying the Company Interest and the Units being assigned and setting forth the intention of the Assignor that the Assignee succeed to Assignor's interest as a substitute Member;

(b) The Assignor and Assignee shall execute and acknowledge any other instruments that the Company deems necessary or desirable for substitution, including the written acceptance and adoption by the Assignee of the provisions of this Agreement;

(c) The admission of the Assignee is approved by the Members;

(d) Payment of a transfer fee to the Company, sufficient to cover all reasonable expenses connected with the substitution; and

(e) Compliance with Article VIII of this Agreement.

10.02 Issuance of Unit Certificates to Assignees. An Assignee shall be issued a certificate or certificates for the Units it acquires upon satisfaction of the requirements set forth in Section 10.01 and compliance with the requirements of Section 9.04.

ARTICLE XI

BOOKS, RECORDS, ACCOUNTING AND REPORTS

11.01 Books and Records. The Company shall maintain at its principal office all of the following:

(a) A current list of the full name and last known business or residence address of each Member set forth in alphabetical order together with the Capital Contributions and Company Interest owned by each Member;

(b) A copy of the Certificate, this Agreement and any and all amendments to either thereof, together with executed copies of any powers of attorney pursuant to which any certificate or amendment has been executed;

(c) Copies of the Company's federal, state and local income tax or information returns and reports, if any, for the six most recent taxable years;

(d) The financial statements of the Company for the six most recent fiscal years;

(e) The Company books and records for at least the current and past three fiscal years.

11.02 Delivery to Members and Inspection.

(a) Upon the request of a Member, the Company shall promptly deliver to the requesting Member a copy of the information required to be maintained by Section 11.01, except for Section 11.01(e).

(b) Each Member, or his duly authorized representative, has the right, upon reasonable request, to each of the following:

(1) Inspect and copy during normal business hours any of the Company records; and

(2) Obtain from the Company, promptly after becoming available, a copy of the Company's federal, state and local income tax or information returns for each year.

(c) The Company shall send to each Member within eighty-five (85) days after the end of each Fiscal Year the information necessary for the Member to complete its federal and state income tax or information returns. The Company shall use its best efforts to send to each Member such information within seventy-five (75) days after the end of each Fiscal Year.

11.03 Annual Statements. The Company shall cause to be prepared for the Members at least annually, at Company expense financial statements of the Company. The financial statements will include a balance sheet, statements of income or loss, cash flows and Members' equity.

11.04 Rank Accounts. The Company shall maintain appropriate accounts at one or more financial institutions for all funds of the Company as determined by the Manager. Such accounts shall be used solely for the business of the Company. Withdrawals from such accounts shall be made only upon the signature of those persons authorized by the Manager.

11.05 Tax Returns. The Manager shall cause any federal, state or local income tax returns of the Company to be prepared and filed on behalf of the Company, and it shall cause copies of such returns to be furnished to each of the Members.

11.06 Disregarded Entity for Federal and State Income and Franchise Tax Purposes. The Initial Member intends that, so long as there is only one Member, the Company shall be treated as a "domestic eligible entity" that is disregarded as an entity separate from its owner (a "**Disregarded Entity**") for federal, state and local income and franchise tax purposes and shall take all reasonable action, including the amendment of this Agreement and the execution of other documents but without changing the economic relationships created by, or the essential terms of, this Agreement, as may be reasonably required to qualify for and receive treatment as a Disregarded Entity for federal income tax purposes.

ARTICLE XII

DESIGNATION OF RIGHTS, AUTHORITIES, POWERS, RESPONSIBILITIES, DUTIES AND LIMITATIONS OF THE MANAGER

12.01 Authority of Manager.

(a) The Manager shall have the exclusive authority to manage the operations and affairs of the Company, shall have the power on behalf and in the name of the Company to carry out any and all of the objects and purposes of the Company, and shall have all authority, rights, and powers conferred by law and those required or appropriate for the management of the Company business.

(b) The Members agree that all determinations decisions and actions made or taken by the Manager in accordance with this Agreement shall be conclusive and absolutely binding upon the Company, the Members and their respective successors, assigns and personal representatives.

12.02 Acts of Manger. The Manager is the agent of the Company for the purpose of its business, and the acts of the Manger in carrying on the usual business of the Company shall bind the Company, unless (1) the Manager has in fact no authority to act on behalf of the Company in the particular matter, and (2) the person with whom the Manager is dealing has knowledge of the fact that the Manager has no such authority.

12.03 Expenses. The Company will pay, or will reimburse the Manager for all costs and expenses incurred by the Manager in connection with the organization and operations of the Company.

12.04 Matters Requiring Consent. Notwithstanding any other provision of this Agreement to the contrary, actions or decisions with respect to any of the following matters shall require the prior written consent of the Initial Member:

(a) amendment of this Agreement, the Certificate or other organizational documents of the Company;

(b) the admission of additional Members to the Company;

(c) the voluntary bankruptcy or entering into receivership of the Company;

(d) the sale or exchange, or other disposition or transfer of all or substantially all of the assets of the Company;

(e) approval of any merger, consolidation, exchange or reclassification of interest or shares involving the Company, or any other form of reorganization or recapitalization involving the Company;

(f) the dissolution or liquidation of the Company other than as set forth in this Agreement; and

(g) any approval by the Company of any assignment or other transfer, whether voluntarily, involuntarily or by operation of law, by any person of such person’s rights, obligations or duties under any agreement between such person and the Company, consent to which by the Initial Member may be given or withheld in the sole and absolute discretion of the Initial Member.

12.05 Officers.

(a) The Manager may appoint officers of the Company at any time. The officers of the Company, if deemed necessary by the Manager may include a president, one or more vice presidents, secretary and one or more assistant secretaries, and chief financial officer (and one or more assistant treasurers). Any individual may hold any number of offices. The officers shall exercise such powers and perform such duties as specified in this Agreement and as shall be determined from time to time by the Manager.

(b) Subject to the rights, if any, of an officer under a contract of employment, any officer may be removed, either with or without cause, by the Manager at any time. Any officer may resign at any time by giving written notice to the Company. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice; and, unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the Company under any contract to which the officer is a party. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in this Agreement for regular appointments to that office.

(c) The president shall be the chief executive officer of the Company, and shall, subject to the control of the Manager, have general and active management of the business of the Company and shall see that all orders and resolutions of the Manager are carried into effect. The president shall have the general powers and duties of management usually vested in the office of president of a corporation, and shall have such other powers and duties as may be prescribed by a Manager or this Agreement. The president shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the Company, except where required or permitted by law to be otherwise signed and executed, and except where the signing and execution thereof shall be expressly delegated by the Manager to some other officer or agent of the Company.

(d) The vice-president, or if there shall be more than one, the vice presidents in the order determined by the Manager, shall, in the absence or disability of the president, perform the duties and exercise the powers of the president and shall perform such other duties and have such other powers as the Manager may from time to time prescribe.

(e) The secretary shall attend all meetings of the Members, and shall record all the proceedings of the meeting in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The secretary shall give or cause to be given, notice of all meetings of the Members and shall perform such other duties as may be prescribed by the Manager. The secretary shall have custody of the seal, if any, of the Company and the Secretary shall have authority to affix the same to any instrument requiring it, and when so affixed, it may he attested by his or her signature. The secretary shall keep, or cause to be kept at the principal executive office or at the office of the Company’s transfer agent or registrar, as determined by the Manager, all documents described in Section 11.01 and such other documents as may be required under the Act. The secretary shall perform such other duties and have such other authority as may be prescribed elsewhere in this Agreement or from time to time by the Manager. The secretary shall have the general duties, powers and responsibilities of a secretary of a corporation.

(f) The chief financial officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the Company, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, Capital Accounts and Company Interests. The chief financial

officer shall have the custody of the funds and securities of the Company, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company, and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Manager. The chief financial officer shall disburse the funds of the Company as may be ordered by the Manager. The chief financial officer shall perform such other duties and shall have such other responsibility and authority as may be prescribed elsewhere in this Agreement from time to time by the Manager. The chief financial officer shall have the general duties, powers and responsibilities of a chief financial officer of a corporation, and shall be the chief financial and accounting officer of the Company.

ARTICLE XIII

RIGHTS, POWERS AND VOTING RIGHTS OF THE MEMBERS

13.01 Request for Vote. In the event there is more than one Member, any Member holding in the aggregate a Company Interest which equals or exceeds five percent (5%) may call a meeting of the Members for a vote, or may call for a vote without a meeting. In either event, such Member shall establish a date for the meeting on which votes shall be counted and shall mail by first class mail a notice to all Members of the time and place of the Company meeting, if called, and the general nature of the business to be transacted, or if no such meeting has been called, of the matter or matters to be voted and the date which the votes will be counted.

13.02 Procedures. In the event there is more than one Member, each Member shall be entitled to cast one vote for each full Unit held of record by such Member: (i) at a meeting, in person, by written proxy or by a signed writing directing the manner in which he desires that his vote be cast, which writing must be received by the Company prior to such meeting, or (ii) without a meeting, by a signed writing directing the manner in which he desires that his vote be cast, which writing must be received by the Company prior to the date on which the votes of Members are to be counted. Only the votes of Members of record on the notice date, whether at a meeting or otherwise, shall be counted.

13.03 Action By Consent. Notwithstanding anything to the contrary contained in this Article XIII, any action or approval required or permitted by this Agreement to be taken or given by the Initial Member or at any meeting of Members (whether by vote or consent), may be taken or given without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken or approval so given, shall be signed by the Initial Member, or if there is more than one Member, by Members owning Company Interests having not less than the minimum number of votes that would be necessary to authorize or take such action or give such approval at a meeting at which all Members entitled to vote thereon were present and voted. Prompt notice of the taking of any action or the giving of any approval without a meeting by less than unanimous written consent shall be given to those Members who have not consented in writing.

ARTICLE XIV

DISSOLUTION OF THE COMPANY

14.01 Termination of Membership. No Member shall resign from the Company, or take any voluntary action to commence bankruptcy proceedings or dissolve itself. The bankruptcy of a Member shall not be considered a withdrawal by such Member from the Company and such Member shall continue to be a Member of the Company. If any Member ceases to be a Member for any reason, the business of the Company shall be continued by the remaining Members, provided, however, if there are no remaining Members, the successor in interest to the last remaining Member may elect to continue the business.

14.02 Events of Dissolution or Liquidation. The Company shall be dissolved upon the happening of any of the following events:

(a) The failure of the successor-in-interest to the last remaining Member to continue the Company in accordance with the provisions of Section 14.01 hereof after the termination of such Member's membership;

(b) The sale, exchange, or other disposition or transfer of all or substantially all of the assets of the Company;

(c) Upon the unanimous consent of the Members; or

(d) Subject to any provision of this Agreement that limits or prevents dissolution, the happening of any event that, under the Act caused the dissolution of a limited liability company.

14.03 Liquidation. Upon dissolution of the Company for any reason, the Company shall immediately commence to windup its affairs. A reasonable period of time shall be allowed for the orderly termination of the Company business, discharge of its liabilities and distribution or liquidation of the remaining assets so as to enable the Company to minimize the normal losses attendant to the liquidation process. A full accounting of the assets and liabilities of the Company shall be taken and a statement thereof shall be furnished to each Member within thirty (30) days after the dissolution. Such accounting and statements shall be prepared under the direction of the Member or, by a liquidating trustee selected by unanimous consent of the Members. The Company property and assets and/or the proceeds from the liquidation thereof shall be applied in the following order of priority:

(a) First, payment of the debts and liabilities of the Company, in the order of priority provided by law (including any loans by the Members to the Company) and payment of the expenses of liquidation;

(b) Second, setting up of such reserves as the Manager or liquidating trustee may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company or any obligation or liability not then due and payable; provided, however, that any such reserve shall be paid over by the Manager or liquidating trustee to an escrow agent, to be held by such escrow agent for the purpose of disbursing such reserves in payment of such

liabilities, and, at the expiration of such escrow period as the Manager or liquidating trustee shall deem advisable but not to exceed one calendar year, to distribute the balance thereafter remaining in the manner hereinafter provided; and

(c) Third, to the Members in accordance with the provisions of Section 7.01.

14.04 Certificate of Cancellation. As soon as possible (but in no event later than 90 days) following the completion of the winding up of the Company, the Manager (or any other appropriate representative of the Company) shall execute a certificate of cancellation in the form prescribed by the Act and shall file the same with the office of the Secretary of State of the State of Delaware.

ARTICLE XV

MISCELLANEOUS

15.01 Severability. If any term or provision of this Agreement is held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of the remainder of this Agreement.

15.02 General. This Agreement: (i) shall be binding on the executors, administrators, estates, heirs and legal successors of the Members and Manager; (ii) be governed by and construed in accordance with the laws of the State of Delaware (without regard to principles of conflict of laws); (iii) may be executed in more than one counterpart as of the day and year first above written; and (iv) contains the entire limited liability company agreement with respect to the Company. The waiver of any of the provisions, terms or conditions contained in this Agreement shall not be considered as a waiver of any of the other provisions, terms or conditions hereof.

15.03 Notices, Etc. All notices and other communications required or permitted hereunder shall be in writing and shall be deemed effectively given upon personal delivery, confirmation of telex or telecopy, or upon the fifth day following mailing by registered mail, postage prepaid, addressed (a) if to any Member at such addresses as set forth on the records of the Company, or at such other address as any Member shall have furnished to the Company in writing, (b) if to the Company or the Manager, at 20400 Stevens Creek Blvd., Suite 600, Cupertino, California 95014.

15.04 Amendment. This Agreement may only be modified or amended if approved by all of the Members.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned has adopted this Operating Agreement as of the day and year first set forth above.

MEMBER:

CRC HEALTH CORPORATION
a Delaware corporation

By: /s/ Kevin Hogge
Kevin Hogge
Chief Financial Officer

ACKNOWLEDGED AND AGREED:

MANAGER:

CRC HEALTH MANAGEMENT, INC.,
a Delaware corporation

By: /s/ Kevin Hogge
Kevin Hogge
Chief Financial Officer

EXHIBIT A

MEMBERS

Member	Member's Company Interest	Number of Units	Certificate Number
CRC HEALTH CORP.	100%	100	1

FILED 09:00 AM 09/05/1995
950200711 – 2539646

CERTIFICATE OF INCORPORATION

OF

CRC RECOVERY, INC.

FIRST: The name of the corporation is:

CRC Recovery, Inc.

SECOND: The address of its registered office in the State of Delaware is 15 East North Street in the City of Dover, County of Kent. The name of its registered agent at such address is Incorporating Services, Ltd.

THIRD: The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH: The total number of shares of stock which the corporation shall have authority to issue is Ten Million (10,000,000) shares of Common Stock with a par value of $0.001.

FIFTH: The business and affairs of the corporation shall be managed by or under the direction of the Board of Directors. In addition to the powers and authority expressly conferred upon them by statute or by this Certificate of Incorporation or the Bylaws of the corporation, the directors are hereby empowered to exercise all such powers and do all such acts and things as may be exercised or done by the corporation. Election of directors need not be by written ballot, unless the Bylaws so provide.

SIXTH: The Board of Directors is authorized to make, adopt, amend, alter or repeal the Bylaws of the corporation. The stockholders shall also have power to make, adopt, amend, alter or repeal the Bylaws of the corporation.

SEVENTH: The name and mailing address of the incorporator is:

Diana Tyler
Gray Cary Ware & Freidenrich
400 Hamilton Avenue
Palo Alto, California 94301

EIGHTH: The corporation reserves the right to amend or repeal any of the provisions contained in this Certificate of Incorporation in any manner now or hereafter

NINTH: To the fullest extent permitted by the Delaware General Corporation Law, a director of this corporation shall not be liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. Any repeal or modification of the foregoing provisions of this Article NINTH by the stockholders of the corporation shall not adversely affect any right or protection of a director of the corporation existing at the time of such repeal or modification.

I, THE UNDERSIGNED, being the incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of Delaware, do make this certificate, hereby declaring and certifying that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 5th day of September, 1995.

/s/ Diana Tyler

Diana Tyler, Incorporator

CERTIFICATE OF CHANGE OF LOCATION OF REGISTERED OFFICE
AND OF REGISTERED AGENT

It is hereby certified that:

1. The name of the corporation (hereinafter called the “Corporation”) is CRC RECOVERY, INC.

2. The registered office of the Corporation within the State of Delaware is hereby changed to 9 East Loockerman Street, Suite 1B, City of Dover 19901, County of Kent.

3. The registered agent of the Corporation within the State of Delaware is hereby changed to National Registered Agents, Inc., the business office of which is identical with the registered office of the corporation as hereby changed.

4. The Corporation has authorized the changes hereinbefore set forth by resolution of its Board of Directors.

Signed on: April 18, 2005.

/s/ Pamela Burke
Pamela Burke, Secretary

State of Delaware
Secretary of State
Division of Corporations
Delivered 07:28 PM 04/27/2005
FILED 06:59 PM 04/27/2005
SRV 050341704 – 2539646 FILE

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:16 PM 05/12/2005
FILED 01:16 PM 05/12/2005
SRV 050388013 – 2539646 FILE

CERTIFICATE OF AMENDMENT

OF

CERTIFICATE OF INCORPORATION

OF

CRC RECOVERY, INC.

CRC Recovery, Inc., a corporation organized and existing under the laws of the State of Delaware (the "***Corporation***"), hereby certifies as follows:

1. Fourth Article of the Corporation's Certificate of Incorporation (the "Certificate of Incorporation") is hereby amended and restated in its entirety to read as follows:

"The corporation is authorized to issue one class of stock, to be designated "Common Stock," with a par value of $0.0001. The total number of shares of Common Stock that the corporation shall have authority to issue is Fifty (50). Upon and simultaneously with the filing of this Certificate of Amendment of Certificate of Incorporation, each two hundred thousand (200,000) outstanding share of Common Stock is converted into one (1) shares of Common Stock."

2. The foregoing amendment of the Certificate of Incorporation has been duly adopted by the Corporation's Board of Directors and sole stockholder in accordance with the provisions of Sections 242 and 228 of the General Corporation Law of the State of Delaware.

3. This amendment to the Corporation's Certificate of Incorporation shall be effective on and as of the date of filing of this Certificate of Amendment with the Secretary of State of the State of Delaware.

IN WITNESS WHEREOF, CRC Recovery, Inc. has caused this Certificate of Amendment to be signed by Pam Burke, Secretary, this 11 day of May 2005.

CRC RECOVERY, INC.

By: /s/ Pamela B. Burke
Pamela Burke, Secretary

State of Delaware
Secretary of State
Division of Corporations
Delivered 06:44 PM 04/03/2008
FILED 06:44 PM 04/03/2008
SRV 080393318 – 2539646 FILE

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT
OF CERTIFICATE OF INCORPORATION

The corporation organized and existing under and by virtue of the Genera! Corporation Law of the State of Delaware does hereby certify:

FIRST: That at a meeting of the Board of Directors of CRC Recovery, Inc. resolutions were duly adopted setting forth a proposed amendment of the Certificate of Incorporation of said corporation, declaring said amendment to be advisable and calling a meeting of the stockholders of said corporation for consideration thereof. The resolution setting forth the proposed amendment is as follows:

RESOLVED, that the Certificate of Incorporation of this corporation be amended by changing the Article thereof numbered "First" so that, as amended, said Article shall be and read as follows:

CRC California RD, Inc.

SECOND: That thereafter, pursuant to resolution of its Board of Directors, a special meeting of the stockholders of said corporation was duly called and held upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment

THIRD: That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said corporation has caused this certificate to be signed this 4th day of April, 2008.

By: /s/ Pamela B. Burke
Authorized Officer

Title: Secretary

Name: Pamela B. Burke
Print or Type

State of Delaware
Secretary of State
Division of Corporations
Delivered 05:54 PM 10/08/2010
FILED 05:54 PM 10/08/2010
SRV 100982164 – 2539646 FILE

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT
OF CERTIFICATE OF INCORPORATION

The corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware does hereby certify:

FIRST: That at a meeting of the Board of Directors of CRC CALIFORNIA RD, INC. resolutions were duly adopted setting forth a proposed amendment of the Certificate of Incorporation of said corporation, declaring said amendment to be advisable and calling a meeting of the stockholders of said corporation for consideration thereof. The resolution setting forth the proposed amendment is as follows:

RESOLVED, that the Certificate of Incorporation of this corporation be amended by changing the Article thereof numbered "First" so that, as amended, said Article shall be and read as follows:

CRC RECOVERY, INC.

SECOND: That thereafter, pursuant to resolution of its Board of Directors, a special meeting of the stockholders of said corporation was duly called and held upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment

THIRD: That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said corporation has caused this certificate to be signed this 8th day of October, 2010.

By: /s/ Pamela B. Burke
Authorized Officer

Title: Secretary

Name: Pamela B. Burke
Print or Type

Exhibit 3.85

BYLAWS

OF

CRC RECOVERY, INC.

TABLE OF CONTENTS

BYLAWS
OF
CRC RECOVERY, INC.

ARTICLE I

STOCKHOLDERS

Section 1.1. Annual Meeting.

An annual meeting of the stockholders of CRC Recovery, Inc. (the "Corporation"), for the election of directors and for the transaction of such other business as may properly come before the meeting, shall be held at such place, on such date, and at such time as the Board of Directors shall each year fix, which date shall be within thirteen months after the organization of the Corporation or after its last annual meeting of stockholders.

Section 1.2. Special Meetings.

Special meetings of the stockholders, for any purpose or purposes prescribed in the notice of the meeting, may be called by (a) the Board of Directors pursuant to a resolution adopted by a majority of the total number of authorized directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board for adoption), (b) the Chairman of the Board, (c) the President or (d) the holders of shares entitled to cast not less than twenty percent (20%) of the votes at the meeting, and shall be held at such place, on such date, and at such time as they shall fix. Business transacted at special meetings shall be confined to the purpose or purposes stated in the notice.

Section 1.3. Notice of Meetings.

Written notice of the place, date, and time of all meetings of the stockholders shall be given, not less than ten (10) nor more than sixty (60) days before the date on which the meeting is to be held, to each stockholder entitled to vote at such meeting, except as otherwise provided herein or required by law (meaning, here and hereinafter, as required from time to time by the Delaware General Corporation Law or the Certificate of Incorporation of the Corporation).

When a meeting is adjourned to another place, date or time, written notice need not be given of the adjourned meeting if the place, date and time thereof are announced at the meeting at which the adjournment is taken; provided, however, that if the date of any adjourned meeting is more than thirty (30) days after the date for which the meeting was originally noticed, or if a new record date is fixed for the adjourned meeting, written notice of the place, date, and time of the adjourned meeting shall be given in conformity herewith. At any adjourned meeting, any business may be transacted which might have been transacted at the original meeting.

Section 1.4. Quorum.

At any meeting of the stockholders, the holders of a majority of all of the shares of the stock entitled to vote at the meeting, present in person or by proxy, shall constitute a quorum for all purposes, unless or except to the extent that the presence of a larger number may be required by law or by the Certificate of Incorporation.

If a quorum shall fail to attend any meeting, the chairman of the meeting or the holders of a majority of the shares of stock entitled to vote who are present, in person or by proxy, may adjourn the meeting to another place, date, or time.

If a notice of any adjourned special meeting of stockholders is sent to all stockholders entitled to vote thereat, stating that it will be held with those present constituting a quorum, then except as otherwise required by law, those present at such adjourned meeting shall constitute a quorum, and all matters shall be determined by a majority of the votes cast at such meeting.

Section 1.5. Organization.

Such person as the Board of Directors may have designated or, in the absence of such a person, the President of the Corporation or, in his absence, such person as may be chosen by the holders of a majority of the shares entitled to vote who are present, in person or by proxy, shall call to order any meeting of the stockholders and act as chairman of the meeting. The secretary of the meeting shall be such person as the chairman appoints.

Section 1.6. Conduct of Business.

The chairman of any meeting of stockholders shall determine the order of business and the procedure at the meeting, including such regulation of the manner of voting and the conduct of discussion as seem to him in order.

Section 1.7. Notice of Stockholder Business.

At an annual or special meeting of the stockholders, only such business shall be conducted as shall have been properly brought before the meeting. To be properly brought before a meeting, business must be (a) specified in the notice of meeting (or any supplement thereto) given by or at the direction of the Board of Directors, (b) properly brought before the meeting by or at the direction of the Board of Directors, or (c) properly brought before an annual meeting by a stockholder and if, and only if, the notice of a special meeting provides for business to be brought before the meeting by stockholders, properly brought before the special meeting by a stockholder. For business to be properly brought before a meeting by a stockholder, the stockholder must have given timely notice thereof in writing to the Secretary of the Corporation. To be timely, a stockholder's notice must be delivered to or mailed and received at the principal offices of the Corporation no later than (i) in the case of an annual meeting, ninety (90) days before the anticipated date of the next annual meeting, under the assumption that the next annual meeting will occur on the same calendar day as the day of the most recent annual meeting, and (ii) in the case of a special meeting, ten (10) days prior to date of such meeting. A stockholder's notice to the Secretary shall set forth as to each matter the stockholder proposes to bring before the annual or special meeting (1) a brief description of the business desired to be brought before the annual or special meeting and the reasons for conducting such business at the annual or special meeting, (2) the name and address, as they appear on the Corporation's books, of the stockholder proposing such business, (3) the class and number of shares of the Corporation which are beneficially owned by the stockholder, and (4) any material interest of the stockholder in such business. Notwithstanding anything in the Bylaws to the contrary, no business shall be conducted at an annual or special meeting except in accordance with the procedures set forth in this Section 1.7. The chairman of an annual or special meeting shall, if the facts warrant, determine and declare to the meeting that business was not properly brought before the meeting and in accordance with the provisions of this Section 1.7, and if he should so determine, he shall so declare to the meeting and any such business not properly brought before the meeting shall not be transacted.

Section 1.8. Proxies and Voting.

At any meeting of the stockholders, every stockholder entitled to vote may vote in person or by proxy authorized by an instrument in writing filed in accordance with the procedure established for the meeting.

Each stockholder shall have one vote for every share of stock entitled to vote which is registered in his name on the record date for the meeting, except as otherwise provided herein or required by law.

All voting, including on the election of directors, and except where otherwise required by law, may be by a voice vote; provided, however, that upon demand therefor by a stockholder entitled to vote or by his proxy, a stock vote shall be taken. Every stock vote shall be taken by ballots, each of which shall state the name of the stockholder or proxy voting and such other information as may be required under the procedure established for the meeting. Every vote taken by ballots shall be counted by an inspector or inspectors appointed by the chairman of the meeting.

All elections shall be determined by a plurality of the votes cast, and except as otherwise required by law or the Certificate of Incorporation or the Bylaws of this Corporation, all other matters shall be determined by a majority of the votes cast.

Section 1.9. Stock List.

A complete list of stockholders entitled to vote at any meeting of stockholders, arranged in alphabetical order for each class of stock and showing the address of each such stockholder and the number of shares registered in his name, shall be open to the examination of any such stockholder, for any purpose germane to the meeting, during ordinary business hours for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or if not so specified, at the place where the meeting is to be held.

The stock list shall also be kept at the place of the meeting during the whole time thereof and shall be open to the examination of any such stockholder who is present. This list shall presumptively determine the identity of the stockholders entitled to vote at the meeting and the number of shares held by each of them.

Section 1.10. Stockholder Action by Written Consent.

An action which may be taken at any annual or special meeting of stockholders may be taken without a meeting and without prior notice, if a consent in writing, setting forth the actions so taken, is signed by the holders of outstanding shares having not less than the minimum number of votes which would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. All such consents shall be filed with the Secretary of the Corporation and shall be maintained in the corporate records. Prompt notice of the taking of a corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

ARTICLE II

BOARD OF DIRECTORS

Section 2.1. Number and Term of Office.

The authorized number of directors shall initially be two (2), and, thereafter, the number and term of office shall be fixed from time to time exclusively by the Board of Directors pursuant to a resolution adopted by a majority of the total number of authorized directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board for adoption). Each director shall hold office until his successor is elected and qualified or until his earlier death, resignation, retirement, disqualification or removal.

Section 2.2. Vacancies and Newly Created Directorships.

Subject to the rights of the holders of any series of Preferred Stock then outstanding, newly created directorships resulting from any increase in the authorized number of directors or any vacancies in the Board of Directors resulting from death, resignation, retirement, disqualification, or other cause (other than removal from office by a vote of the stockholders) may be filled only by a majority vote of the directors then in office, though less than a quorum, and directors so chosen shall hold office for a term expiring at the next annual meeting of stockholders. No decrease in the number of directors constituting the Board of Directors shall shorten the term of any incumbent director.

Section 2.3. Removal.

Subject to the rights of the holders of any series of Preferred Stock then outstanding, any director, or the entire Board of Directors, may be removed from office at any time, with or without cause, but only by the affirmative vote of the holders of at least a majority of the voting power of the then outstanding shares of stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class. Vacancies in the Board of Directors resulting form such removal may be filled by (i) a majority of the directors then in office, though less than a quorum, or (ii) the stockholders at a special meeting of the stockholders properly called for that purpose, by the vote of the holders of a plurality of the shares entitled to vote at such special meeting. Directors so chosen shall hold office until the next annual meeting of stockholders.

Section 2.4. Regular Meetings.

Regular meetings of the Board of Directors shall be held at such place or places, on such date or dates, and at such time or times as shall have been established by the Board of Directors and publicized among all directors. A notice of each regular meeting shall not be required.

Section 2.5. Special Meetings.

Special meetings of the Board of Directors may be called by one-third of the directors then in office (rounded up to the nearest whole number), by the Chairman of the Board or by the President and shall be held at such place, on such date, and at such time as they or he shall fix. Notice of the place, date, and time of each such special meeting shall be given to each director who does not waive the right to a notice by (i) mailing written notice not less than five (5) days before the meeting, (ii) sending notice one (1) day before the meeting by an overnight courier service and two (2) days before the meeting if by overseas courier service, or (iii) by telephoning, telecopying, telegraphing or personally delivering the same not less than twenty-four (24) hours before the meeting. Unless otherwise indicated in the notice thereof, any and all business may be transacted at a special meeting.

Section 2.6. Quorum.

At any meeting of the Board of Directors, a majority of the total number of authorized directors shall constitute a quorum for all purposes. If a quorum shall fail to attend any meeting, a majority of those present may adjourn the meeting to another place, date, or time, without further notice or waiver thereof.

Section 2.7. Participation in Meetings by Conference Telephone.

Members of the Board of Directors, or of any committee of the Board of Directors, may participate in a meeting of such Board or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other and such participation shall constitute presence in person at such meeting.

Section 2.8. Conduct of Business.

At any meeting of the Board of Directors, business shall be transacted in such order and manner as the Board may from time to time determine, and all matters shall be determined by the vote of a majority of the directors present, except as otherwise provided herein or required by law.

Section 2.9. Powers.

The Board of Directors may, except as otherwise required by law, exercise all such powers and do all such acts and things as may be exercised or done by the Corporation, including, without limiting the generality of the foregoing, the unqualified power:

(1) To declare dividends from time to time in accordance with law;

(2) To purchase or otherwise acquire any property, rights or privileges on such terms as it shall determine;

(3) To authorize the creation, making and issuance, in such form as it may determine, of written obligations of every kind, negotiable or non-negotiable, secured or unsecured, and to do all things necessary in connection therewith;

(4) To remove any officer of the Corporation with or without cause, and from time to time to pass on the powers and duties of any officer upon any other person for the time being;

(5) To confer upon any officer of the Corporation the power to appoint, remove and suspend subordinate officers, employees and agents;

(6) To adopt from time to time such stock option, stock purchase, bonus or other compensation plans for directors, officers, employees and agents of the Corporation and its subsidiaries as it may determine;

(7) To adopt from time to time such insurance, retirement, and other benefit plans for directors, officers, employees and agents of the Corporation and its subsidiaries as it may determine; and

(8) To adopt from time to time regulations, not inconsistent with these Bylaws, for the management of the Corporation's business and affairs.

Section 2.10. Action Without Meeting.

Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting, if all members of the Board shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board. Such action by written consent shall have the same force and effect as a unanimous vote of such directors.

Section 2.11. Compensation of Directors.

Directors, as such, may receive, pursuant to resolution of the Board of Directors, fixed fees and other compensation for their services as directors, including, without limitation, their services as members of committees of the Board of Directors.

Section 2.12. Nomination of Director Candidates.

Subject to any limitations stated in the Certificate of Incorporation of this Corporation, nominations for the election of directors may be made by the Board of Directors or a proxy committee appointed by the Board of Directors or by any stockholder entitled to vote in the election of directors.

ARTICLE III

COMMITTEES

Section 3.1. Committees of the Board of Directors.

The Board of Directors, by a vote of a majority of the whole Board, may from time to time designate one or more committees of the Board, with such lawfully delegable powers and duties as it thereby confers, to serve at the pleasure of the Board and shall, for those committees and any others provided for herein, elect a director or directors to serve as the member or members, designating, if it desires, other directors as alternate members who may replace any absent or disqualified member at any meeting of the committee. Any committee so designated may exercise the power and authority of the Board of Directors to declare a dividend, to authorize the issuance of stock or to adopt a certificate of ownership and merger if the resolution which designates the committee or a supplemental resolution of the Board of Directors shall so provide. In the absence or disqualification of any member of any committee and any alternate

member in his place, the member or members of the committee present at the meeting and not disqualified from voting, whether or not he or they constitute a quorum, may by unanimous vote appoint another member of the Board of Directors to act at the meeting in the place of the absent or disqualified member.

Section 3.2. Conduct of Business.

Each committee may determine the procedural rules for meeting and conducting its business and shall act in accordance therewith, except as otherwise provided herein or required by law. Adequate provision shall be made for notice to members of all meetings; one-half of the authorized members shall constitute a quorum unless the committee shall consist of one or two members, in which event all members of the committee shall constitute a quorum; and all matters shall be determined by a majority vote of the members present. Action may be taken by any committee without a meeting if all members thereof consent thereto in writing. Such written consent or consents shall be filed with the minutes of the proceedings of such committee.

ARTICLE IV

OFFICERS

Section 4.1. Generally.

The officers of the Corporation shall consist of a President, a Secretary and a Chief Financial Officer. The Corporation may also have, at the discretion of the Board of Directors, a Chairman of the Board, one or more Vice Presidents, and such other officers as may from time to time be appointed by the Board of Directors. Officers shall be elected by the Board of Directors, which shall consider that subject at its first meeting after every annual meeting of stockholders. Each officer shall hold office at the pleasure of the Board, until his successor is elected and qualified or until his earlier resignation or removal. Any number of offices may be held by the same person.

Section 4.2. Chairman of the Board.

The Chairman of the Board, if there shall be such an officer, shall, if present, preside at all meetings of the Board of Directors, and exercise and perform such other powers and duties as may be from time to time assigned to him by the Board of Directors or as provided by these Bylaws.

Section 4.3. President.

Subject to such supervisory powers, if any, as may be given by the Board of Directors to the Chairman of the Board, if there be such an officer, the President shall be the general manager and chief executive officer of the Corporation and shall, subject to the control of the Board of Directors, have general supervision, direction, and control of the business and other officers, employees and agents of the Corporation. He shall preside at all meetings of the stockholders. He shall be ex-officio a member of all the standing committees, including the executive committee, if any, and shall have the general powers and duties of management usually vested in the office of president of a corporation, and shall have such other powers and duties as may be prescribed by the Board of Directors or by these Bylaws. He shall have power to sign all stock certificates, contracts and other instruments of the Corporation which are authorized by the Board of Directors.

Section 4.4. Vice President.

In the absence or disability of the President, the Vice Presidents, if any, in order of their rank as fixed by the Board of Directors, or if not ranked, the Vice President designated by the Board of Directors, shall perform the duties of the President, and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. The Vice Presidents, if any, shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the Board of Directors or these Bylaws.

Section 4.5. Chief Financial Officer.

The Chief Financial Officer shall keep and maintain or cause to be kept and maintained, adequate and correct financial books and records of account of the Corporation in written form or any other form capable of being converted into written form.

The Chief Financial Officer shall deposit all monies and other valuables in the name and to the credit of the Corporation with such depositaries as may be designated by the Board of Directors. He shall disburse all funds of the Corporation as may be ordered by the Board of Directors, shall render to the President and the Board of Directors, whenever they request it, an account of all of his transactions as Chief Financial Officer and of the financial condition of the Corporation, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or by these Bylaws.

Section 4.6. Secretary.

The Secretary shall keep, or cause to be kept, a book of minutes in written form of the proceedings of the Board of Directors, committees of the Board, and stockholders. Such minutes shall include all waivers of notice, consents to the holding of meetings, or approvals of the minutes of meetings executed pursuant to these Bylaws or the General Delaware Corporation Law. The Secretary shall keep, or cause to be kept at the principal executive office or at the office of the Corporation's transfer agent or registrar, a record of its stockholders, giving the names and addresses of all stockholders and the number and class of shares held by each.

The Secretary shall give or cause to be given, notice of all meetings of the stockholders and of the Board of Directors required by these Bylaws or by law to be given, and shall keep the seal of the Corporation in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or these Bylaws.

Section 4.7. Delegation of Authority.

The Board of Directors may from time to time delegate the powers or duties of any officer to any other officers or agents, notwithstanding any provision hereof.

Section 4.8. Removal.

Any officer of the Corporation may be removed at any time, with or without cause, by the Board of Directors.

Section 4.9. Action With Respect to Securities of Other Corporations.

Unless otherwise directed by the Board of Directors, the President or any officer of the Corporation authorized by the President shall have power to vote and otherwise act on behalf of the Corporation, in person or by proxy, at any meeting of stockholders of or with respect to any action of stockholders of any other corporation in which this Corporation may hold securities and otherwise to exercise any and all rights and powers which this Corporation may possess by reason of its ownership of securities in such other corporation.

ARTICLE V

STOCK

Section 5.1. Certificates of Stock.

Each stockholder shall be entitled to a certificate signed by, or in the name of the Corporation by, the President or a Vice President, and the Secretary, an Assistant Secretary or the Chief Financial Officer, certifying the number of shares owned by him or her. Any or all the signatures on the certificate may be facsimile.

Section 5.2. Transfers of Stock.

Transfers of stock shall be made only upon the transfer books of the Corporation kept at an office of the Corporation or by transfer agents designated to transfer shares of the stock of the Corporation. Except where a certificate is issued in accordance with Section 5.4 of these Bylaws, an outstanding certificate for the number of shares involved shall be surrendered for cancellation before a new certificate is issued therefor.

Section 5.3. Record Date.

The Board of Directors may fix a record date, which shall not be more than sixty (60) nor fewer than ten (10) days before the date of any meeting of stockholders, nor more than sixty (60) days prior to the time for the other action hereinafter described, as of which there shall be determined the stockholders who are entitled: to notice of or to vote at any meeting of stockholders or any adjournment thereof; to express consent to corporate action in writing without a meeting; to receive payment of any dividend or other distribution or allotment of any rights; or to exercise any rights with respect to any change, conversion or exchange of stock or with respect to any other lawful action.

Section 5.4. Lost, Stolen or Destroyed Certificates.

In the event of the loss, theft or destruction of any certificate of stock, another may be issued in its place pursuant to such regulations as the Board of Directors may establish concerning proof of such loss, theft or destruction and concerning the giving of a satisfactory bond or bonds of indemnity.

Section 5.5. Regulations.

The issue, transfer, conversion and registration of certificates of stock shall be governed by such other regulations as the Board of Directors may establish.

ARTICLE VI

NOTICES

Section 6.1. Notices.

Except as otherwise specifically provided herein or required by law, all notices required to be given to any stockholder, director, officer, employee or agent shall be in writing and may in every instance be effectively given by hand delivery to the recipient thereof, by depositing such notice in the mails, postage paid, or by sending such notice by prepaid telegram, mailgram or commercial courier service. Any such notice shall be addressed to such stockholder, director, officer, employee or agent at this last known address as the same appears on the books of the Corporation. The time when such notice is received by such stockholder, director, officer,

employee or agent, or by any person accepting such notice on behalf of such person, if hand delivered, or dispatched, if delivered through the mails or by telegram, courier or mailgram, shall be the time of the giving of the notice.

Section 6.2. Waivers.

A written waiver of any notice, signed by a stockholder, director, officer, employee or agent, whether before or after the time of the event for which notice is to be given, shall be deemed equivalent to the notice required to be given to such stockholder, director, officer, employee or agent. Neither the business nor the purpose of any meeting need be specified in such a waiver. Attendance of a person at a meeting shall constitute a waiver of notice for such meeting, except when the person attends a meeting for the express purpose of objecting, and does in fact object, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

ARTICLE VII

MISCELLANEOUS

Section 7.1. Facsimile Signatures.

In addition to the provisions for use of facsimile signatures elsewhere specifically authorized in these Bylaws, facsimile signatures of any officer or officers of the Corporation may be used whenever and as authorized by the Board of Directors or a committee thereof.

Section 7.2. Corporate Seal.

The Board of Directors may provide a suitable seal, containing the name of the Corporation, which seal shall be in the charge of the Secretary. If and when so directed by the Board of Directors or a committee thereof, duplicates of the seal may be kept and used by the Chief Financial Officer or by an Assistant Secretary or other officer designated by the Board of Directors.

Section 7.3. Reliance Upon Books, Reports and Records.

Each director, each member of any committee designated by the Board of Directors, and each officer of the Corporation shall, in the performance of his duties, be fully protected in relying in good faith upon the books of account or other records of the Corporation, including reports made to the Corporation by any of its officers, by an independent certified public accountant, or by an appraiser.

Section 7.4. Fiscal Year.

The fiscal year of the Corporation shall be as fixed by the Board of Directors.

Section 7.5. Time Periods.

In applying any provision of these Bylaws which require that an act be done or not done a specified number of days prior to an event or that an act be done during a period of a specified number of days prior to an event, calendar days shall be used, the day of the doing of the act shall be excluded, and the day of the event shall be included.

ARTICLE VIII

INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 8.1. Right to Indemnification.

Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative ("Proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such Proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the General Corporation Law of Delaware, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said Law permitted the Corporation to provide prior to such amendment) against all expenses, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection therewith and such indemnification shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that, except as provided in Section 8.2, the Corporation shall indemnify any such person seeking indemnity in connection with a Proceeding (or part thereof) initiated by such person only if such Proceeding (or part thereof) was authorized by the Board of Directors of the Corporation. Such right shall be a contract right and shall include the right to be paid by the Corporation expenses incurred in defending any such Proceeding in advance of its final disposition; provided, however, that, if required by the General Corporation Law of Delaware, the payment of such expenses incurred by a director or officer in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of such Proceeding, shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it should be determined ultimately that such director or officer is not entitled to be indemnified under this Section or otherwise.

Any indemnification as provided herein (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of a director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in the General Corporation Law of Delaware. Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or, even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (3) by the stockholders.

Section 8.2. Right of Claimant to Bring Suit.

If a claim under Section 8.1 is not paid in full by the Corporation within ninety (90) days after a written claim has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any Proceeding in advance of its final disposition where the required undertaking, if any, has been tendered to the Corporation) that the claimant has not met the standards of conduct which make it permissible under the General Corporation Law of Delaware for the Corporation to indemnify the claimant for the amount claimed. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the General Corporation Law of Delaware, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel, or its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that claimant has not met the applicable standard of conduct.

Section 8.3. Indemnification of Employees and Agents.

The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification, and to the advancement of related expenses, to any employee or agent of the Corporation to the fullest extent of the provisions of this Article with respect to the indemnification of and advancement of expenses to directors and officers of the Corporation.

Section 8.4 Non-Exclusivity of Rights.

The rights conferred on any person by Sections 8.1, 8.2 and 8.3 shall not be exclusive of any other right which such persons may have or hereafter acquire under any statute, provisions of the Certificate of Incorporation, bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

Section 8.5. Indemnification Contracts.

The Board of Directors is authorized to enter into a contract with any director, officer, employee or agent of the Corporation, or any person serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, including employee benefit plans, providing for indemnification rights equivalent to those provided for in this Article VIII.

Section 8.6. Insurance.

The Corporation may maintain insurance, at its expense, to protect itself and any such director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture trust or other enterprise against any such expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expenses, liability or loss under Delaware General Corporation Law.

Section 8.7. Effect of Amendment.

Any amendment, repeal or modification of any provision of this Article VIII by the stockholders or the directors of the Corporation shall not adversely affect any right or protection of a director or officer of the Corporation existing at the time of such amendment, repeal or modification.

Section 8.8. Sayings Clause.

If this Article or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify each director, officer, employee and agent of the Corporation as to costs, charges and expenses (including attorneys' fees), judgments, fines and amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative, including an action by or in the right of the Corporation, to the fullest extent permitted by any applicable portion of this Article that shall not have been invalidated and to the fullest extent permitted by applicable law.

ARTICLE IX

AMENDMENTS

The Board of Directors is expressly empowered to adopt, amend, alter or repeal Bylaws of the Corporation, subject to the right of the stockholders to adopt, amend, alter or repeal the Bylaws of the Corporation. Any adoption, amendment or repeal of Bylaws of the Corporation by the Board of Directors shall require the approval of a majority of the total number of authorized directors (whether or not there exist any vacancies in previously authorized directorships at the time any resolution providing for adoption, amendment or repeal is presented to the Board). The stockholders shall also have power to adopt, amend, alter or repeal the Bylaws of the Corporation.

CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting Secretary of CRC Recovery, Inc., a Delaware corporation (the "Corporation"), and that the foregoing Bylaws, comprising fifteen (15) pages, constitute the Bylaws of the Corporation as duly adopted on September 6, 1995, by the written consent of the Board of Directors of the Corporation.

IN WITNESS WHEREOF, I have subscribed my name on September 6, 1995.

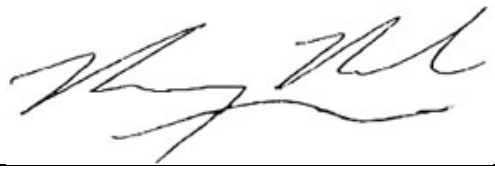

Exhibit 3.86

State of Delaware
Secretary of State
Division of Corporations
Delivered 05:52 PM 05/14/2007
FILED 05:52 PM 05/14/2007
SRV 070561850 - 4352038 FILE

CERTIFICATE OF INCORPORATION

OF

CRC WEIGHT MANAGEMENT, INC.

FIRST: The name of the corporation shall be:

CRC WEIGHT MANAGEMENT, INC.

SECOND: The address of the corporation's registered office in the State of Delaware is to be located at 160 Greentree Dr., Suite 101, in the City of Dover, 19904 County of Kent, and its registered agent at such address is National Registered Agents, Inc.

THIRD: The purpose or purposes of the corporation shall be:

To engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH: The total number of shares of stock which this corporation is authorized to issue is:

Three thousand (3000) shares without par value.

FIFTH: The name and address of the incorporator is as follows:

Nathaniel Weiner
CRC Health Group, Inc.
20400 Stevens Creek Blvd., Suite 600
Cupertino, CA 95014

SIXTH: The Board of Directors shall have the power to adopt, amend or repeal the bylaws.

SEVENTH: No director shall be personally liable to the corporation or its Stockholders for monetary damages for any breach of fiduciary duty by such director as a director. Notwithstanding the foregoing sentence, a director shall be liable to the extent provided by applicable law, (i) for breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) pursuant to Section 174 of the Delaware General Corporation Law or (iv) for any transaction from which the director derived an improper personal benefit. No

amendment to or repeal of this Article Seventh shall apply to or have any effect on the liability or alleged liability of any director of the corporation for or with respect to any acts or omissions of such director occurring prior to such amendment.

IN WITNESS WHEREOF, the undersigned, being the incorporator hereinbefore named, has executed, signed and acknowledged this certificate of incorporation this 14th day of May 2007.

/s/ Nathaniel Weiner

Nathaniel Weiner
Incorporator

Exhibit 3.87

BYLAWS

OF

CRC WEIGHT MANAGEMENT, INC.

INCORPORATED UNDER THE LAWS
OF THE
STATE OF DELAWARE
ON

May 14, 2007

TABLE OF CONTENTS

TABLE OF CONTENTS
(continued)

BYLAWS

OF

CRC WEIGHT MANAGEMENT, INC.

ARTICLE I
Stockholders

SECTION 1. Annual Meeting. The annual meeting of the stockholders of the Corporation shall be held on such date, at such time and at such place within or without the State of Delaware as may be designated by the Board of Directors, for the purpose of electing Directors and for the transaction of such other business as may be properly brought before the meeting. The Board of Directors may determine that an annual meeting shall not be held at any place, but shall instead be held solely by means of remote communication.

SECTION 2. Special Meetings. Except as otherwise provided in the Certificate of Incorporation, a special meeting of stockholders of the Corporation may be called at any time by the Board of Directors or the President. Any special meeting of the stockholders shall be held on such date, at such time and at such place within or without the State of Delaware as the Board of Directors or the officer calling the meeting may designate. At a special meeting of the stockholders, no business shall be transacted and no corporate action shall be taken other than that stated in the notice of the meeting unless all of the stockholders are present in person or by proxy, in which case any and all business may be transacted at the meeting even though the meeting is held without notice.

SECTION 3. Notice of Meetings. Except as otherwise provided by law, by the Certificate of Incorporation or these Bylaws, a written notice of each meeting of the stockholders shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting to each stockholder of the Corporation entitled to vote at such meeting at the stockholder’s address as it appears on the records of the Corporation or by form of electronic transmission to which the stockholder has consented. The notice shall state the place, date and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called.

SECTION 4. Quorum. At any meeting of stockholders, the holders of a majority in number of the total outstanding shares of stock of the Corporation entitled to vote at such meeting, present in person or represented by proxy, shall constitute a quorum of the stockholders for all purposes, unless the representation of a larger number of shares shall be required by law, by the Certificate of Incorporation or by these Bylaws, in which case the representation of the number of shares so required shall constitute a quorum; provided that at any meeting of stockholders at which the holders of any class of stock of the Corporation shall be entitled to vote separately as a class, the holders of a majority in number of the total outstanding shares of such class, present in person or represented by proxy, shall constitute a quorum for purposes of such class vote unless the representation of a larger number of shares of such class shall be required by law, by the Certificate of Incorporation or by these Bylaws.

SECTION 5. Adjourned Meetings. Whether or not a quorum shall be present in person or represented at any meeting of stockholders, the holders of a majority in number of the shares of stock of the Corporation present in person or represented by proxy and entitled to vote at such meeting may adjourn such meeting from time to time; provided, however, that if the holders of any class of stock of the Corporation are entitled to vote separately as a class upon any matter at such meeting, any adjournment of the meeting in respect of action by such class upon such matter shall be determined by the holders of a majority of the shares of such class present in person or represented by proxy and entitled to vote at such meeting. When a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and the place, if any, thereof, are announced at the meeting at which the adjournment is taken. At the adjourned meeting the stockholders or the holder of any class of stock entitled to vote separately as a class, as the case may be, may transact any business which might have been transacted by them at the original meeting. If the adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the adjourned meeting.

SECTION 6. Organization. The President or, in the absence of the Chairman of the Board, a Vice President shall call all meetings of the stockholders to order, and shall act as Chairman of such meetings. In the absence of the President and all of the Vice Presidents, the holders of a majority in number of the shares of stock of the Corporation present in person or represented by proxy and entitled to vote at the meeting shall elect a Chairman.

The Secretary of the Corporation shall act as Secretary of all meetings of the stockholders; but in the absence of the Secretary, the President may appoint any person to act as Secretary of the meeting. It shall be the duty of the Secretary to prepare and make, at least ten days before every meeting of stockholders, a complete list of stockholders entitled to vote at such meeting, arranged in alphabetical order and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting for a period of at least 10 days prior to the meeting, during ordinary business hours, at the principal place of business of the Corporation, and shall be produced and kept at the time and place of the meeting during the whole time thereof, and subject to the inspection of any stockholder who may be present.

SECTION 7. Voting. Except as otherwise provided by law or by the Certificate of Incorporation, each stockholder shall be entitled to one vote for each share of the capital stock of the Corporation registered in the name of such stockholder upon the books of the Corporation. Each stockholder entitled to vote at a meeting of stockholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for him or her by proxy, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. When

directed by the presiding officer or upon the demand of any stockholder, the vote upon any matter before a meeting of stockholders shall be by ballot. Except as otherwise provided by law or by the Certificate of Incorporation, Directors shall be elected by a plurality of the votes cast at a meeting of stockholders by the stockholders entitled to vote in the election and, whenever any corporate action, other than the election of Directors is to be taken, it shall be authorized by a majority of the votes cast at a meeting of stockholders by the stockholders entitled to vote thereon.

Shares of the capital stock of the Corporation belonging to the Corporation or to another corporation, if a majority of the shares entitled to vote in the election of directors of such other corporation is held, directly or indirectly, by the Corporation, shall neither be entitled to vote nor be counted for quorum purposes.

SECTION 8. Inspectors. When required by law or directed by the presiding officer or upon the demand of any stockholder entitled to vote, but not otherwise, the polls shall be opened and closed, the proxies and ballots shall be received and taken in charge, and all questions touching the qualification of voters, the validity of proxies and the acceptance or rejection of votes shall be decided at any meeting of stockholders by two or more Inspectors who may be appointed by the Board of Directors before the meeting, or if not so appointed, shall be appointed by the presiding officer at the meeting. If any person so appointed fails to appear or act, the vacancy may be filled by appointment in like manner.

SECTION 9. Consent of Stockholders in Lieu of Meeting. Unless otherwise provided in the Certificate of Incorporation, any action required to be taken or which may be taken at any annual or special meeting of stockholders of the Corporation, may be taken without a meeting, without prior notice and without a vote, if a consent in writing (which may be a telegram, cablegram or other electronic transmission), setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. To be written, signed and dated for the purpose of these Bylaws, a telegram, cablegram or other electronic transmission shall set forth or be delivered with information from which the Corporation can determine (i) that it was transmitted by a stockholder or proxy holder or a person authorized to act for a stockholder or proxy holder and (ii) the date on which it was transmitted, such date being deemed the date on which the consent was signed. Prompt notice of the taking of any corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

ARTICLE II
Board of Directors

SECTION 1. Number and Term of Office. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, none of whom need be stockholders of the Corporation. The number of Directors constituting the Board of Directors shall be fixed from time to time by resolution passed by a majority of the Board of Directors. The Directors shall, except as hereinafter otherwise provided for filling vacancies, be elected at the annual meeting of stockholders, and shall hold office until their respective successors are elected and qualified or until their earlier resignation or removal.

SECTION 2. Removal, Vacancies and Additional Directors. The stockholders may, at any special meeting the notice of which shall state that it is called for that purpose, remove, with or without cause, any Director and fill the vacancy; provided that whenever any Director shall have been elected by the holders of any class of stock of the Corporation voting separately as a class under the provisions of the Certificate of Incorporation, such Director may be removed and the vacancy filled only by the holders of that class of stock voting separately as a class. Vacancies caused by any such removal and not filled by the stockholders at the meeting at which such removal shall have been made, or any vacancy caused by the death or resignation of any Director or for any other reason, and any newly created directorship resulting from any increase in the authorized number of Directors, may be filled by the affirmative vote of a majority of the Directors then in office, although less than a quorum, and any Director so elected to fill any such vacancy or newly created directorship shall hold office until his or her successor is elected and qualified or until his or her earlier resignation or removal.

When one or more Directors shall resign effective at a future date, a majority of the Directors then in office, including those who have so resigned, shall have power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective, and each Director so chosen shall hold office as herein provided in connection with the filling of other vacancies.

SECTION 3. Place of Meeting. The Board of Directors may hold its meetings in such place or places in the State of Delaware or outside the State of Delaware as the Board from time to time shall determine.

SECTION 4. Regular Meetings. Regular meetings of the Board of Directors shall be held at such times and places as the Board from time to time by resolution shall determine. No notice shall be required for any regular meeting of the Board of Directors; but a copy of every resolution fixing or changing the time or place of regular meetings shall be sent by mail or by telecopy, telegram, cablegram or other electronic transmission to every Director at least two days before the first meeting held in pursuance thereof.

SECTION 5. Special Meetings. Special meetings of the Board of Directors shall be held whenever called by direction of the President or by any two of the Directors then in office.

Notice of the day, hour and place of holding of each special meeting shall be given by mailing the same at least two days before the meeting or by causing the same to be transmitted by telephone, telecopy, telegram, cablegram or other electronic transmission at least two days before the meeting to each Director. Unless otherwise indicated in the notice thereof, any and all business may be transacted at any special meeting.

SECTION 6. Quorum. Subject to the provisions of Section 2 of this Article II, a majority of the members of the Board of Directors in office (but in no case less than one-third of the total number of Directors nor less than two Directors) shall constitute a quorum for the transaction of business and the vote of the majority of the Directors present at any meeting of the Board of Directors at which a quorum is present shall be the act of the Board of Directors. If at any meeting of the Board there is less than a quorum present, a majority of those present may adjourn the meeting from time to time.

SECTION 7. Organization. The President shall preside at all meetings of the Board of Directors. In the absence of the President, a Chairman shall be elected from the Directors present. The Secretary of the Corporation shall act as Secretary of all meetings of the Directors. In the absence of the Secretary, the Chairman may appoint any person to act as Secretary of the meeting.

SECTION 8. Committees. The Board of Directors may designate one or more committees, each committee to consist of one or more of the Directors of the Corporation. The Board may designate one or more Directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the Board, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and the affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to (i) approving or adopting, or recommending to the stockholders, any action or matter expressly required by law to be submitted to stockholders for approval, or (ii) adopting, amending or repealing these Bylaws.

SECTION 9. Conference Telephone Meetings. Unless otherwise restricted by the Certificate of Incorporation or by these Bylaws, the members of the Board of Directors or any committee designated by the Board, may participate in a meeting of the Board or such committee, as the case may be, by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and such participation shall constitute presence in person at such meeting.

SECTION 10. Consent of Directors or Committee in Lieu of Meeting. Unless otherwise restricted by the Certificate of Incorporation or by these Bylaws, any action required or permitted to be taken at any meeting of the Board, or of any committee thereof, may be taken without a meeting if all members of the Board or committee, as the case may be, consent thereto in writing or by electronic transmission and the writing or writings, or electronic transmission or transmissions are filed with the minutes of proceedings of the Board or committee, as the case may be.

ARTICLE III
Officers

SECTION 1. Officers. The officers of the Corporation shall be a President and Secretary, and such additional officers, if any, as shall be elected by the Board of Directors pursuant to the provisions of Section 6 of this Article III. The President and the Secretary shall be elected by the Board of Directors at its first meeting after each annual meeting of the stockholders. Each officer shall hold office until his or her successor is elected and qualified or until his or her earlier resignation or removal. Any officer may resign at any time upon written notice to the Corporation. Officers may, but need not, be Directors. Unless the Certificate of Incorporation otherwise provides, any number of offices may be held by the same person.

All officers, agents and employees shall be subject to removal, with or without cause, at any time by the Board of Directors. The removal of an officer without cause shall be without prejudice to his or her contract rights, if any. The election or appointment of an officer shall not of itself create contract rights.

Any vacancy caused by the death, resignation or removal of any officer, or otherwise, may be filled by the Board of Directors, and any officer so elected shall hold office at the pleasure of the Board of Directors.

In addition to the powers and duties of the officers of the Corporation as set forth in these Bylaws, the officers shall have such authority and shall perform such duties as from time to time may be determined by the Board of Directors.

SECTION 2. Powers and Duties of the President. The President shall be the chief executive officer of the Corporation (unless the Board of Directors appoints a separate Chief Executive Officer) and, subject to the control of the Board of Directors, shall have general charge and control of all its business and affairs and shall have all powers and shall perform all duties incident to the office of President. The President shall preside at all meetings of the stockholders and at all meetings of the Board of Directors and shall have such other powers and perform such other duties as may from time to time be assigned by these Bylaws or by the Board of Directors.

SECTION 3. Powers and Duties of the Vice Presidents. Each Vice President, if any, shall have all powers and shall perform all duties incident to the office of Vice President and shall have such other powers and perform such other duties as may from time to time be assigned by these Bylaws or by the Board of Directors or the President.

SECTION 4. Powers and Duties of the Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the stockholders in books provided for that purpose. The Secretary shall attend to the giving or serving of all notices of the Corporation; shall have custody of the corporate seal of the Corporation and shall affix the same to such documents and other papers as the Board of Directors or the President shall authorize and direct; shall have charge of the stock certificate

books, transfer books and stock ledgers and such other books and papers as the Board of Directors or the President shall direct, all of which shall at all reasonable times be open to the examination of any Director, upon application, at the office of the Corporation during business hours. The Secretary shall also perform the duties and have the powers of the Treasurer unless and until the Board of Directors appoints a Treasurer. The Secretary shall have all powers and shall perform all duties incident to the office of Secretary and shall also have such other powers and shall perform such other duties as may from time to time be assigned by these Bylaws or by the Board of Directors or the President.

SECTION 5. Powers and Duties of the Treasurer. The Treasurer, if any, shall have custody of, and when proper shall pay out, disburse or otherwise dispose of, all funds and securities of the Corporation. The Treasurer may endorse on behalf of the Corporation for collection checks, notes and other obligations and shall deposit the same to the credit of the Corporation in such bank or banks or depositary or depositaries as the Board of Directors may designate; shall sign all receipts and vouchers for payments made to the Corporation; shall enter or cause to be entered regularly in the books of the Corporation kept for the purpose full and accurate accounts of all moneys received or paid or otherwise disposed of and whenever required by the Board of Directors or the President shall render statements of such accounts. The Treasurer shall, at all reasonable times, exhibit the books and accounts to any Director of the Corporation upon application at the office of the Corporation during business hours; and shall have all powers and shall perform all duties incident of the office of Treasurer and shall also have such other powers and shall perform such other duties as may from time to time be assigned by these Bylaws or by the Board of Directors or the President.

SECTION 6. Additional Officers. The Board of Directors may from time to time elect such other officers (who may but need not be Directors), including a Chairman of the Board, Chief Executive Officer (separate from the President), Chief Financial Officer, one or more Vice Presidents, a Controller, Assistant Secretaries, Assistant Treasurers and Assistant Controllers, as the Board may deem advisable and such officers shall have such authority and shall perform such duties as may from time to time be assigned by the Board of Directors or the President.

The Board of Directors may from time to time by resolution delegate to any Assistant Secretary or Assistant Secretaries any of the powers or duties herein assigned to the Secretary; and may similarly delegate to any Assistant Treasurer or Assistant Treasurers any of the powers or duties herein assigned to the Treasurer.

SECTION 7. Giving of Bond by Officers. All officers of the Corporation, if required to do so by the Board of Directors, shall furnish bonds to the Corporation for the faithful performance of their duties, in such amounts and with such conditions and security as the Board shall require.

SECTION 8. Voting Upon Stocks. Unless otherwise ordered by the Board of Directors, the President or any Vice President shall have full power and authority on behalf of the Corporation to attend and to act and to vote, or in the name of the Corporation to execute proxies to vote, at any meeting of stockholders of any corporation in which the Corporation

may hold stock, and at any such meeting shall possess and may exercise, in person or by proxy, any and all rights, powers and privileges incident to the ownership of such stock. The Board of Directors may from time to time, by resolution, confer like powers upon any other person or persons.

SECTION 9. Compensation of Officers. The officers of the Corporation shall be entitled to receive such compensation for their services as shall from time to time be determined by the Board of Directors.

ARTICLE IV
Indemnification of Directors and Officers

SECTION 1. Nature of Indemnity. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that the person is or was or has agreed to become a Director or officer of the Corporation, or is or was serving or has agreed to serve at the request of the Corporation as a Director or officer of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, or by reason of any action alleged to have been taken or omitted in such capacity, and may indemnify any person who was or is a party or is threatened to be made a party to such an action, suit or proceeding by reason of the fact that he or she is or was or has agreed to become an employee or agent of the Corporation, or is or was serving or has agreed to serve at the request of the Corporation as an employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person or on his or her behalf in connection with such action, suit or proceeding and any appeal therefrom, if the person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful; except that in the case of an action or suit by or in the right of the Corporation to procure a judgment in its favor (1) such indemnification shall be limited to expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit, and (2) no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Delaware Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Delaware Court of Chancery or such other court shall deem proper.

The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

SECTION 2. Successful Defense. To the extent that a present or former Director, officer, employee or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 1 of this Article IV or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

SECTION 3. Determination that Indemnification is Proper. Any indemnification of a present or former Director or officer of the Corporation under Section 1 of this Article IV (unless ordered by a court), both as to action in his or her official capacity and as to action in another capacity while holding such office, shall be made by the Corporation unless a determination is made that indemnification of the person is not proper in the circumstances because he or she has not met the applicable standard of conduct set forth in Section 1. Any indemnification of a present or former employee or agent of the Corporation under Section 1 (unless ordered by a court) may be made by the Corporation upon a determination that indemnification of the employee or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Section 1. Any such determination shall be made with respect to a person who is a Director or officer at the time of the determination (1) by a majority vote of the Directors who are not parties to such action, suit or proceeding, even though less than a quorum, or (2) by a committee of such Directors designated by majority vote of such Directors, even though less than a quorum, or (3) if there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion, or (4) by the stockholders.

SECTION 4. Advance Payment of Expenses. Unless the Board of Directors otherwise determines in a specific case, expenses (including attorney's fees) incurred by a person who is a Director or officer at the time in defending a civil or criminal administrative or investigative action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the Director or officer to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Corporation as authorized in this Article IV. Such expenses (including attorney's fees) incurred by former Directors and officers or other employees and agents may be so paid upon such terms and conditions, if any, as the Board of Directors deems appropriate. The Board of Directors may authorize the Corporation's legal counsel to represent such Director, officer, employee or agent in any action, suit or proceeding, whether or not the Corporation is a party to such action, suit or proceeding.

SECTION 5. Survival; Preservation of Other Rights. The foregoing indemnification provisions shall be deemed to be a contract between the Corporation and each Director, officer, employee and agent who serves in any such capacity at any time while these provisions as well as the relevant provisions of the Delaware General Corporation Law are in effect and any repeal or modification thereof shall not affect any right or obligation then

existing with respect to any state of facts then or previously existing or any action, suit, or proceeding previously or thereafter brought or threatened based in whole or in part upon any such state of facts. Such a contract right may not be modified retroactively without the consent of such Director, officer, employee or agent.

The rights to indemnification and advancement of expenses provided by this Article IV shall not be deemed exclusive of any other rights to which a person seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, insurance policy, vote of stockholders or disinterested Directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person. The Corporation may enter into an agreement with any of its Directors, officers, employees or agents providing for indemnification and advancement of expenses, including attorneys fees, that may change, enhance, qualify or limit any right to indemnification or advancement of expenses created by this Article IV.

SECTION 6. Severability. If this Article IV or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify each present and former Director or officer and may indemnify each employee or agent of the Corporation as to costs, charges and expenses (including attorneys' fees), judgment, fines and amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative, including an action by or in the right of the Corporation, to the fullest extent permitted by any applicable portion of this Article IV that shall not have been invalidated and to the fullest extent permitted by applicable law.

SECTION 7. Subrogation. In the event of payment of indemnification to a person described in Section 1 of this Article IV, the Corporation shall be subrogated to the extent of such payment to any right of recovery such person may have and such person, as a condition of receiving indemnification from the Corporation, shall execute all documents and do all things that the Corporation may deem necessary or desirable to perfect such right of recovery, including the execution of such documents necessary to enable the Corporation effectively to enforce any such recovery.

SECTION 8. No Duplication of Payments. The Corporation shall not be liable under this Article IV to make any payment in connection with any claim made against a person described in Section 1 of this Article IV to the extent such person has otherwise received payment (under any insurance policy, Bylaw, agreement or otherwise) of the amounts otherwise payable as indemnity hereunder.

ARTICLE V
Stock-Seal-Fiscal Year

SECTION 1. Certificates For Shares of Stock. The shares of the Corporation shall be represented by certificates unless the Board of Directors provides, by resolution, that

some or all of any or all classes or series of stock shall be uncertificated shares. The Certificates for shares of stock of the Corporation shall be in such form, not inconsistent with the Certificate of Incorporation, as shall be approved by the Board of Directors. All certificates shall be signed by the Chairman or Vice Chairman of the Board, if any, President or a Vice President and by the Secretary or an Assistant Secretary or the Treasurer or an Assistant Treasurer, and shall not be valid unless so signed.

In case any officer or officers who shall have signed any such certificate or certificates shall cease to be such officer or officers of the Corporation, whether because of death, resignation, removal or otherwise, before such certificate or certificates shall have been delivered by the Corporation, such certificate or certificates may nevertheless be issued and delivered as though the person or persons who signed such certificate or certificates had not ceased to be such officer or officers of the Corporation.

All certificates for shares of stock shall be consecutively numbered as the same are issued. The name of the person owning the shares represented thereby with the number of such shares and the date of issue thereof shall be entered on the books of the Corporation.

Except as hereinafter provided, all certificates surrendered to the Corporation for transfer shall be canceled, and no new certificates shall be issued until former certificates for the same number of shares have been surrendered and canceled.

SECTION 2. Lost, Stolen or Destroyed Certificates. Whenever a person owning a certificate for shares of stock of the Corporation alleges that it has been lost, stolen or destroyed, he or she shall file in the office of the Corporation an affidavit setting forth, to the best of his or her knowledge and belief, the time, place and circumstances of the loss, theft or destruction, and, if required by the Corporation, a bond of indemnity or other indemnification sufficient in the opinion of the Corporation to indemnify the Corporation and its agents against any claim that may be made against it or them on account of the alleged loss, theft or destruction of any such certificate or the issuance of a new certificate in replacement therefor. Thereupon the Corporation may cause to be issued to such person a new certificate in replacement for the certificate alleged to have been lost, stolen or destroyed. Upon the stub of every new certificate so issued shall be noted the fact of such issue and the number, date and the name of the registered owner of the lost, stolen or destroyed certificate in lieu of which the new certificate is issued.

SECTION 3. Transfer of Shares. Shares of stock of the Corporation shall be transferred on the books of the Corporation by the holder thereof, in person or by his or her attorney duly authorized in writing, upon surrender and cancellation of certificates for the number of shares of stock to be transferred, except as provided in Section 2 of this Article V.

SECTION 4. Regulations. The Board of Directors shall have power and authority to make such rules and regulations as it may deem expedient concerning the issue, transfer and registration of certificates for shares of stock of the Corporation.

SECTION 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting or to receive payment of any dividend or other distribution or allotment of any rights, or to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, as the case may be, the Board of Directors may fix, in advance, a record date, which shall not be (i) more than sixty (60) nor less than ten (10) days before the date of such meeting, or (ii) in the case of corporate action to be taken by consent in writing without a meeting, prior to, or more than ten (10) days after, the date upon which the resolution fixing the record date is adopted by the Board of Directors, or (iii) more than sixty (60) days prior to any other action.

If no record date is fixed, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held; the record date for determining stockholders entitled to express consent to corporate action in writing without a meeting, when no prior action by the Board of Directors is necessary, shall be the day on which the first written consent is delivered to the Corporation; and the record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

SECTION 6. Dividends. Subject to the provisions of the Certificate of Incorporation, the Board of Directors shall have power to declare and pay dividends upon shares of stock of the Corporation, but only out of funds available for the payment of dividends as provided by law.

Subject to the provisions of the Certificate of Incorporation, any dividends declared upon the stock of the Corporation shall be payable on such date or dates as the Board of Directors shall determine. If the date fixed for the payment of any dividend shall in any year fall upon a legal holiday, then the dividend payable on such date shall be paid on the next day not a legal holiday.

SECTION 7. Corporate Seal. The Board of Directors may provide a suitable seal, containing the name of the Corporation, which seal, if any, shall be kept in the custody of the Secretary. A duplicate of the seal may be kept and be used by the President or any other officer of the Corporation designated by the Board of Directors.

SECTION 8. Fiscal Year. The fiscal year of the Corporation shall be such fiscal year as the Board of Directors from time to time by resolution shall determine.

ARTICLE VI
Miscellaneous Provisions

SECTION 1. Checks, Notes, Etc. All checks, drafts, bills of exchange, acceptances, notes or other obligations or orders for the payment of money shall be signed and, if so required by the Board of Directors, countersigned by such officers of the Corporation and/or other persons as the Board of Directors from time to time shall designate.

Checks, drafts, bills of exchange, acceptances, notes, obligations and orders for the payment of money made payable to the Corporation may be endorsed for deposit to the credit of the Corporation with a duly authorized depository by the Treasurer and/or such other officers or persons as the Board of Directors from time to time may designate.

SECTION 2. Loans. No loans and no renewals of any loans shall be contracted on behalf of the Corporation except as authorized by the Board of Directors. When authorized to do so, any officer or agent of the Corporation may effect loans and advances for the Corporation from any bank, trust company or other institution or from any firm, corporation or individual, and for such loans and advances may make, execute and deliver promissory notes, bonds or other evidences of indebtedness of the Corporation. When authorized so to do, any officer or agent of the Corporation may pledge, hypothecate or transfer, as security for the payment of any and all loans, advances, indebtedness and liabilities of the Corporation, any and all stocks, securities and other personal property at any time held by the Corporation, and to that end may endorse, assign and deliver the same. Such authority may be general or confined to specific instances.

SECTION 3. Contracts. Except as otherwise provided by law or in these Bylaws or as otherwise directed by the Board of Directors, the President or any Vice President shall be authorized to execute and deliver, in the name and on behalf of the Corporation, all agreements, bonds, contracts, deeds, mortgages, and other instruments, either for the Corporation’s own account or in a fiduciary or other capacity, and the seal of the Corporation, if appropriate, shall be affixed thereto by any of such officers or the Secretary or an Assistant Secretary. The Board of Directors, the President or any Vice President designated by the Board of Directors may authorize any other officer, employee or agent to execute and deliver, in the name and on behalf of the Corporation, agreements, bonds, contracts, deeds, mortgages, and other instruments, either for the Corporation’s own account or in a fiduciary or other capacity, and, if appropriate, to affix the seal of the Corporation thereto. The grant of such authority by the Board or any such officer may be general or confined to specific instances.

SECTION 4. Waivers of Notice. Whenever any notice whatever is required to be given by law, by the Certificate of Incorporation or by these Bylaws to any person or persons, a waiver thereof in writing, signed by the person entitled to the notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

SECTION 5. Offices Outside of Delaware. Except as otherwise required by the laws of the State of Delaware, the Corporation may have an office or offices and keep its books, documents and papers outside of the State of Delaware at such place or places as from time to time may be determined by the Board of Directors or the President.

ARTICLE VII
Amendments

These Bylaws and any amendment thereof may be altered, amended or repealed, or new Bylaws may be adopted, by the Board of Directors; but these Bylaws and any amendment thereof may be altered, amended or repealed or new Bylaws may be adopted by the holders of a majority of the outstanding stock of the Corporation entitled to vote at any annual meeting or at any special meeting, provided, in the case of any special meeting, that notice of such proposed alteration, amendment, repeal or adoption is included in the notice of the meeting.

CERTIFICATE OF ADOPTION
OF
BYLAWS
OF
CRC WEIGHT MANAGEMENT, INC.

This is to certify:

That I am the duly elected, qualified and acting Secretary of CRC WEIGHT MANAGEMENT, INC. (the "Corporation") and the attached Bylaws were adopted as the Bylaws of the Corporation by the Board of Directors as of May 14, 2007.

Dated effective the day of

/s/ Pamela B. Burke
Pamela B. Burke

(Seal)

Exhibit 3.88

Sec. 183.0202
Wis. Stats.

State of Wisconsin
Department of Financial Institutions

ARTICLES OF ORGANIZATION - LIMITED LIABILITY COMPANY

Executed by the undersigned for the purpose of forming a Wisconsin Limited Liability Company under Chapter 183 of the Wisconsin Statutes:

Article 1. **Name of the limited liability company:**

CRC Recovery Wisconsin, LLC

Article 2. **The limited liability company is organized under Ch. 183 of the Wisconsin Statutes.**

Article 3. **Name of the initial registered agent:**

NATIONAL REGISTERED AGENTS, INC.

Article 4. **Street address of the initial registered office:**

901 South Whitney way
Madison, WI 53711
United States of America

Article 5. **Management of the limited liability company shall be vested in:**

A manager or managers

Article 6. **Name and complete address of each organizer:**

PAMELA B. BURKE, ESQ
20400 Stevens Creek Blvd.
Suite 600
Cupertino, CA 95014
United States of America

Other Information. **This document was drafted by:**

Not executed in Wisconsin

Organizer Signature:

PAMELA B. BURKE, ESQ

Date & Time of Receipt:

3/11/2008 1:00:59 PM

Sec. 183.0203
Wis. Stats.

DEPT OF FINANCIAL INSTITUTIONS
STATE OF WISCONSIN
08 MAR 21 AM 10:40

12 C071237
E-FILED

State of Wisconsin
Department of Financial Institutions
Division of Corporate and Consumer Services

ARTICLES OF AMENDMENT - LIMITED LIABILITY COMPANY

Note: Articles of Amendment cannot be filed to add or remove members, managers or owners of the limited liability company. Member and manager information should be listed in the company's operating agreement. The operating agreement is not filed with the Department of Financial Institutions.

A. The present limited liability company name (prior to any change effected by this amendment) is:

CRC RECOVERY WISCONSIN, LLC

(Enter Limited Liability Company Name)

Text of Amendment (*Refer to the existing articles of organization and the instructions on the reverse of this form. Determine those items to be changed and enter the number identifying the paragraph in the articles of organization being changed and how the amended paragraph is to read.*)

RESOLVED, THAT the articles of organization be amended as follows:

ARTICLE 1. CRC WISCONSIN RD, LLC C071348

MAR 21 2008 12:45 PM
#. A
407722 DCORP40 $40.00

MAR 21 2008 12:45 PM
#. B
407722 EXPEDITE25 $25.00

B. Amendment(s) to the articles of organization was adopted by the vote required by sec. 183.0404(2), Wis. Stats.

C. Executed on 3/19/08 Pamela B. Burke
(Date) (Signature)

Title: ☐ Member **OR** ☑ Manager

(Select and mark (**X**) the appropriate title) PAMELA B. BURKE
(Printed name)

This document was drafted by PAMELA B. BURKE
(Name the individual who drafted the document)

FILING FEE - $40.00

ARTICLES OF AMENDMENT – Limited Liability Company

PAMELA B. BURKE
CRC HEALTH GROUP, INC.
20400 STEVENS CREEK BLVD., STE. 600
CUPERTINO, CA 95014

p **Enter your return address within the bracket above.**

Phone number during the day: (408) 367 - 0036

INSTRUCTIONS (Ref. sec. 183.0203 Wis. Stats. for document content)

Submit one original and one exact copy along with the required filing fee of $40.00 to the address listed below. Make checks payable to the "Department of Financial Institutions". Filing fee is non-refundable. Sign the document manually or otherwise allowed under sec. 183.0107(1g)(c).		
Mailing Address: Department of Financial Institutions Division of Corporate & Consumer Services P O Box 7846 Madison WI 53707-7846	**Physical Address for Express Mail:** Department of Financial Institutions Division of Corporate & Consumer Services 345 W. Washington Ave – 3rd Fl. Madison WI 53703	Phone: 608-261-7577 FAX: 608-267-6813 TTY: 608-266-8818

NOTICE: This form may be used to accomplish a filing required or permitted by statute to be made with the department Information requested may be used for secondary purposes. This document can be made available in alternate formats upon request to qualifying individuals with disabilities.

A. State the name of the limited liability company (before any change effected by this amendment) and the text of the amendment(s). The text should recite the resolution adopted (e.g., "Resolved, that Article 1 of the articles of organization be amended to read: ……(enter the amended article).

An amendment may change or add only those provisions that are required under sec. 183.0202, Wis. Stats., to be included in articles of organization. If the amendment changes the name of the limited liability company, the new name must contain the words "limited liability company", or "limited liability co." or end with the abbreviation "L.L.C." or "LLC".

B. This statement is required by sec. 183.0203(2)(c).

C. Enter the date of execution and the name and title of the person signing the document. The document must be signed by one of the following: A member of the limited liability company, if management is vested in the members, or a manager if management is vested in one or more managers. Select and mark (**X**) the appropriate choice in item C.

If the document is executed in Wisconsin, sec. 182.01(3) provides that it shall not be filed unless the name of the person (individual) who drafted it is printed, typewritten or stamped thereon in a legible manner.

If the document is not executed in Wisconsin, enter that remark.

Exhibit 3.89

OPERATING AGREEMENT

OF

CRC Wisconsin RD, LLC

A Wisconsin Limited Liability Company

March 11, 2008

TABLE OF CONTENTS

TABLE OF CONTENTS
(continued)

TABLE OF CONTENTS
(continued)

OPERATING AGREEMENT

OF

CRC Wisconsin RD, LLC

A Wisconsin Limited Liability Company

This Operating Agreement (this "**Agreement**") of **CRC Wisconsin RD, LLC** (the "**Company**") is made and entered into pursuant to the Wisconsin Limited Liability Company Act (the "**Act**") and shall be effective as of March 11, 2008, by Treatment Associates, Inc., a California corporation ("**CRC**"), as the sole member.

ARTICLE I

DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings set forth below in this Article I. The singular when used in this Agreement shall also refer to the plural, and vice versa, as appropriate. All terms used in this Agreement which are not defined in this Article I shall have the meanings set forth elsewhere in this Agreement.

"**Act**" shall mean the Wisconsin Limited Liability Company Act.

"**Affiliate**" shall mean, with respect to any Member: (a) any person directly or indirectly owning, controlling or holding with power to vote 10% or more of the outstanding voting securities of such Member; (b) any Person 10% or more of whose outstanding voting securities are directly or indirectly owned, controlled or held with power to vote by such Member; (c) any partnership or limited liability company of which such Member or any other Person described in clause (a) or clause (b) of this definition is a general or managing partner, or a manager, as the case may be; and (d) any officer, director or partner in such Member.

"**Agreed Value**" means the fair market value of property as determined by the Members using such reasonable methods of valuation as they deem appropriate.

"**Articles**" shall mean the Articles of formation of the Company which is required to be filed pursuant to the Act.

"**Assignee**" shall mean a person who has acquired a beneficial interest in a Company Interest in accordance with the provisions of Article VIII hereof, but who is not a Member.

"**Book Depreciation**" means the depreciation, cost recovery or amortization of assets allowable to the Company with respect to an asset for any period, except that if the Book Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such period, Book Depreciation shall be an amount which bears the same ratio to such beginning Book Value as federal income tax depreciation, amortization, or other cost recovery deduction for such period bears to such beginning adjusted basis.

"**Book Gain**" or "**Book Loss**" means the gain or loss that would be recognized by the Company for federal income tax purposes as a result of sales or exchanges of its assets if its tax basis in such assets were equal to the Book Value of such assets.

"**Book Value**" means (a) as to property contributed to the Company, its Agreed Value, and (b) as to all other Company property, its adjusted basis for federal income tax purposes as reflected on the books of the Company. The Book Value of all Company assets shall be adjusted to equal their respective Agreed Values, as determined by the Members, as of the following times: (a) the acquisition of an additional interest in the Company by any new or existing Member in exchange for more than a de minimis Capital Contribution; (b) the distribution by the Company to a Member of more than a de minimis amount of Company property, unless all Members receive simultaneous distributions of undivided interests in the distributed property in proportion to their Interest in the Company; and (c) the termination of the Company for federal income tax purposes pursuant to Code Section 708(b)(1)(B). The Book Value of all assets shall be adjusted by the Book Depreciation taken into account with respect to such asset.

"**Capital Account**" means an individual capital account maintained for each Member in accordance with Treasury Regulation Section 1.704-1(b) adopted pursuant to Section 704(b) of the Code.

"**Capital Contributions**" shall mean the amount of cash or Book Value of property a Member contributes to the capital of the Company.

"**Code**" shall mean the Internal Revenue Code of 1986, as amended from time to time, and the corresponding provisions of any future Federal tax law and, to the extent applicable, the Regulations.

"**Company Interest**," as of any date, shall mean, with respect to any Member, the percentage ownership interest of such Member in the Company as of such date, including all of its rights and obligations under the Act and this Agreement. Each Member's Company Interest shall be represented by the number of Units set forth on Exhibit A attached hereto.

"**Distributions**" means all cash and the Book Value of other property distributed to CRC arising from its Company Interest.

"**Fiscal Year**" shall mean the fiscal year of the Company which shall be the calendar year.

"**Initial Member**" shall mean CRC.

"**Manager**" shall mean initially CRC Health Management, Inc., a Delaware corporation, or such other Person as the Member may later appoint.

"Member" shall mean the Initial Member and any other Person that acquires a Company Interest and is admitted to the Company as a member in accordance with the terms of this Agreement.

"**Net Income**" or "**Net Loss**" shall mean, with respect to any fiscal period, the gross income, gains and losses of the Company, for such period, less all deductible costs, expenses and depreciation and amortization allowances of the Company for such period, as determined for federal income tax purposes, with the following adjustments: (a) any income of the Company that is exempt from federal income tax and is not otherwise taken into account in computing Net Income or Net Loss pursuant to this definition shall be added to such taxable income or loss; (b) any expenditures of the Company not deductible in computing taxable income or loss, not properly chargeable to capital account and not otherwise taken into account in computing Net Income or Net Loss pursuant to this definition shall be subtracted from such taxable income or loss; (c) if the Book Value of any asset differs from its adjusted basis for federal income tax purposes at the beginning of such period, the depreciation and amortization allowances to be deducted from gross income with respect to such asset shall be Book Depreciation; and (d) Book Gain or Book Loss shall be used instead of taxable gain or loss. If such amount shall be greater than zero, it shall be known as a "**Net Income**" and if such amount shall be less than zero, it shall be known as "**Net Loss**."

"**Person**" shall mean an individual, partnership, joint venture, association, corporation, trust, estate, limited liability company, limited liability partnership or any other legal entity.

"**Regulations**" shall mean the regulations, including temporary regulations promulgated under the Code, as such regulations may be amended from time to time (including the corresponding provisions of any future regulations).

"**Units**" shall mean the number of units representing the Company Interest held by a Member. Each Unit shall represent 1% of the total outstanding Company Interest.

ARTICLE II

CONTINUATION AND PURPOSE

2.01 Formation. The Initial Member hereby organizes a limited liability company pursuant to the Act. The rights and liabilities of the Members shall be determined pursuant to the Act and this Agreement. To the extent that the rights or obligations of the Members are different by reason of any provision of this Agreement than they would be in the absence of such provision, this Agreement shall, to the extent permitted by the Act, control. Simultaneously with the execution and delivery of this Agreement, CRC shall be admitted as the sole member of the Company.

2.02 Operating Agreement. This Agreement shall constitute the "operating agreement" of the Company within the meaning of the Act for all purposes including, without limitation, so long as there is only one Member, for classification of the Company as a entity that is disregarded as an entity separate from its owner for federal and all relevant state income tax purposes.

2.03 Name. The name of the Company is **CRC Recovery Wisconsin, LLC** which the member hereby authorizes be changed to **CRC Wisconsin RD, LLC.**

2.04 Principal Office. The registered office required to be maintained by the Company in the state of Wisconsin pursuant to the Act shall initially be located at c/o National Registered Agents, Inc. 901 South Whitney Way, in the City of Madison, County of Dane, Wisconsin 53711. The registered agent shall initially be National Registered Agents, Inc. 901 South Whitney Way, in the City of Madison, County of Dane, Wisconsin 53711. The principal executive office of the Company shall be at 20400 Stevens Creek Blvd., Suite 600, Cupertino, California 95014.

2.05 Term. The term of the Company commenced on the date of filing of the Articles with the Secretary of State of Wisconsin, and shall continue unless terminated as hereinafter provided.

2.06 Purposes of Company. The Company is permitted to engage in any lawful acts or activities and to exercise any powers permitted to limited liability companies under the laws of the State of Wisconsin.

2.07 Articles. The Manager shall cause the Articles to be filed or recorded in any other public office where filing or recording is required.

2.08 Address of the Initial Member. The address of the Initial Member is 20400 Stevens Creek Blvd., Suite 600, Cupertino, California 95014.

2.09 Qualification. The Manager shall take all necessary actions to cause the Company to be qualified to conduct business legally in Wisconsin and in any other jurisdictions where the nature of the Company's business requires such qualification.

ARTICLE III

MEMBERS' CAPITAL

3.01 Capital Contribution. The Members shall be obligated to make only such capital contributions to the Company as the Members shall agree to in writing. The Initial Member shall be credited with one hundred percent (100%) of the existing capital of the Company.

3.02 Additional Capital Contributions. The Members shall not be required to contribute additional capital to the Company. The Members shall not be obligated to restore any deficit balance in their Capital Accounts.

ARTICLE IV

STATUS OF MEMBERS AND MANAGER

4.01 Limited Liability. Neither the Members nor the Manager shall be bound by or personally liable for, the expenses, liabilities or obligations of the Company. Except as required by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and neither the Members nor the Manager shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member or acting as the Manager of the Company.

The Members shall be liable to the Company for the capital contributions specified in Section 3.01 and as may otherwise be required pursuant to the Act. Neither the Members nor the Manager shall be liable for any debts, obligations and liabilities, whether arising in contract, tort or otherwise, of any other Member or any Manager of the Company. The Members shall not be required to loan the Company any funds.

4.02 Return of Distributions of Capital. A Member may, under certain circumstances, be required by law to return to the Company for the benefit of the Company's creditors, amounts previously distributed. No Member shall be obligated to pay those distributions to or for the account of the Company or any creditor of the Company. However, if any court of competent jurisdiction holds that, notwithstanding the provisions of this Agreement, any Member is obligated to return or pay over any part of those distributions, it shall be the obligation of such Member. Any payment returned to the Company or made directly by a Member to a creditor of the Company shall be deemed a Capital Contribution by such Member.

4.03 Reliance by Third Parties. Persons dealing with the Company are entitled to rely conclusively upon the power and authority of the Manager as set forth in this Agreement.

ARTICLE V

COMPENSATION TO THE MEMBERS AND MANAGER

Neither the Members nor the Manager shall receive any compensation directly or indirectly in connection with the formation, operation, and dissolution of the Company except as expressly specified in this Agreement.

ARTICLE VI

COMPANY EXPENSES

6.01 Reimbursement. The Company shall reimburse the Members for all out-of-pocket costs and expenses reasonably incurred by it in connection with the operation and funding of the Company, including any legal fees and expenses.

6.02 Operating Expenses. The Company shall pay the operating expenses of the Company which may include, but are not limited to: (i) all reasonable salaries, compensation and fringe benefits of personnel employed by the Company and involved in the business of the Company; (ii) all costs of funds borrowed by the Company and all taxes and other assessments on the Company's assets and other taxes applicable to the Company; (iii) reasonable legal, audit and accounting fees; (iv) the cost of insurance as required in connection with the business of the Company; (v) reasonable expenses of revising, amending, or modifying this Agreement or terminating the Company; (vi) reasonable expenses in connection with distributions made by the Company, and communications necessary in maintaining relations with Members and outside parties, (vii) reasonable expenses in connection with preparing and mailing reports required to be furnished to Members for investor, tax reporting or other purposes, or other reports to Members; (viii) reasonable costs incurred in connection with any litigation in which the Company is involved, as well as any examination, investigation or other proceedings conducted by any

regulatory agency with jurisdiction over the Company, including legal and accounting fees incurred in connection therewith; (ix) property management fees; and (x) reasonable expenses of professionals employed by the Company in connection with any of the foregoing, including attorneys, accountants and appraisers.

ARTICLE VII

ALLOCATION OF INCOME AND LOSS; DISTRIBUTIONS

7.01 Distributions. All Distributions shall be paid to the Initial Member. If there is more than one Member, the Members shall amend this Section 7.01 to reflect the Members' agreement regarding payment of Distributions.

7.02 Allocations of Net Income and Net Losses. Net Income and Net Losses of the Company for each Fiscal Year shall be allocated 100% to the Initial Member. If there is more than one Member, the Members shall amend this Section 7.02 to reflect the Members' agreement regarding allocation of Net Income and Net Losses of the Company.

ARTICLE VIII

ASSIGNMENT OF COMPANY INTERESTS

8.01 Assignment. A Member may assign (whether by sale, exchange, gift contribution, distribution or other transfer, including a pledge or other assignment for security purposes) all or any part of its Company Interest.

8.02 Assignee. Provided the provisions of this Article VIII have been complied with, an Assignee shall be entitled to receive distributions of cash or other property, and allocations of Net Income and Net Losses, from the Company attributable to the assigned Company Interests from and after the effective date of the assignment in accordance with Article VII, but an Assignee shall have no other rights of a Member herein, such as rights to any information, an accounting, inspection of books or records or voting as a Member on matters set forth herein or by law, until such Assignee is admitted as a Member pursuant to the provisions of Article X; except that an Assignee shall have the right solely to receive a copy of the annual financial statements required herein to be provided the Members. The Company shall be entitled to treat the assignor as the absolute owner of the Company Interests in all respects, and shall incur no liability for distributions, allocations of Net Income or Net Losses, or transmittal of reports and notices required to be given to Members which are made in good faith to the assignor until the effective date of the assignment, or, in the case of the transmittal of reports (other than the financial statements referred to above) or notices, until the Assignee is so admitted as a substitute Member. The effective date of an assignment shall be the first day of the calendar month following the month in which the Member has received an executed instrument of assignment in compliance with this Article VIII or the first day of a later month if specified in the executed instrument of assignment. The Assignee shall be deemed an Assignee on the effective date, and shall be only entitled to distributions, Net Income or Net Losses attributable to the period after the effective date of assignment. Each Assignee will inherit the balance of the Capital Account, as of the effective date of Assignment, of the Assignor with respect to the Company Interest transferred.

8.03 Collateral Assignment. Notwithstanding anything to the contrary in the foregoing Section 8.02 and to the extent permitted by the Act, in the event a Member pledges its Company Interest or its Units, or assigns its Company Interests or its Units for security purposes, or otherwise encumbers its Company Interest or its Units, to a Member's lenders that provide financing to such Member (the "**Lenders**"), (i) such Member may physically deliver the Certificate or Certificates representing its Units to its Lenders; (ii) the provisions of Article X shall not apply to the admission of any such Lender as a Member upon the exercise by such Lender of any rights and remedies under any of the Member's agreements with such Lender; (iii) such Lender shall be entitled to become a member of the Company and otherwise effect the transfer of the assigning Member's Company Interest and Units to such Lender or such other Person as Lender may select consistent with the terms of the Member's agreements with such Lender upon the exercise by such Lender of any rights and remedies under any of the Member's agreements with such Lender, and such Lender or other Person may thereafter exercise all rights and other entitlements of membership in the Company pertaining thereto, in all cases without being required to comply with the provisions of Article X or to make any required Capital Contributions; and (iv) such Lenders or other Persons to whom the Company Interest or Units are transferred by Lender shall be deemed Members without further action upon the effectiveness of such transfer.

8.04 Other Consents and Requirements. Any assignment, sale, transfer, exchange or other disposition of any Company Interest in the Company or the Units must be in compliance with any requirements imposed by any state securities administrator having jurisdiction over the assignment, sale, transfer, exchange or other disposition of the Company Interest or the Units, and the United States Securities and Exchange Commission.

ARTICLE IX

ISSUANCE OF UNIT CERTIFICATES

9.01 Unit Certificates. Each Member shall be issued a certificate or certificates for Units to denominate such Member's Company Interest. The names of each Member and the number of Units held by such Member, together with the certificate number of each Unit certificate issued to such Member shall be set forth on Exhibit A attached hereto. All certificates shall be signed in the name of the Company by the President and the Chief Financial Officer or Secretary of the Manager, certifying the number of Units owned by the Unit holder. Any or all of the signatures on a certificate may be by facsimile signature.

9.02 Restrictive Legend. In order to reflect the restrictions on disposition of the Units as set forth in this Agreement, the certificates for the Units will be endorsed with a restrictive legend, including without limitation one or both of the following:

"THE UNITS REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY STATE SECURITIES LAWS, AND MAY BE OFFERED AND

SOLD ONLY IF SO REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE. THE HOLDER OF THESE UNITS MAY BE REQUIRED TO DELIVER TO THE COMPANY, IF THE COMPANY SO REQUESTS, AN OPINION OF COUNSEL (REASONABLY SATISFACTORY IN FORM AND SUBSTANCE TO THE COMPANY) TO THE EFFECT THAT AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT (OR QUALIFICATION UNDER STATE SECURITIES LAWS) IS AVAILABLE WITH RESPECT TO ANY TRANSFER OF THESE UNITS THAT HAS NOT BEEN SO REGISTERED (OR QUALIFIED).

THE COMPANY WILL FURNISH WITHOUT CHARGE TO EACH HOLDER WHO SO REQUESTS THE POWERS, DESIGNATIONS, PREFERENCES AND RELATIVE RIGHTS OF THE UNITS. THE UNITS EVIDENCED HEREBY ARE SUBJECT TO AN OPERATING AGREEMENT (A COPY OF WHICH MAY BE OBTAINED UPON WRITTEN REQUEST FROM THE COMPANY). FOR ALL PURPOSES, THIS CERTIFICATE AND THE UNITS IT REPRESENTS SHALL BE DEEMED A SECURITY OR SECURITIES GOVERNED BY ARTICLE VIII OF THE UNIFORM COMMERCIAL CODE."

9.03 Additional Legends. If required by the authorities of any state in connection with the issuance of the Units, the legend or legends required by such state authorities shall also be endorsed on all such certificates.

9.04 Lost Certificates. Except as provided in this Section 9.04, no new certificate for Units shall be issued in lieu of an old certificate unless the latter is surrendered to the Company and canceled at the same time. The Company may, in case any Unit certificate or certificates is lost, stolen or destroyed, authorize the issuance of a new certificate in lieu thereof, upon such terms and conditions as the Company may require, including provision for indemnification of the Company sufficient to protect the Company against any claim that may be made against it, including any expense or liability, on account of the alleged loss, theft or destruction of such certificate or the issuance of such new certificate.

9.05 Uniform Commercial Code. For all purposes under this Agreement and any agreement between the Company and its lenders, all of the Company Interests in the Company and the Units issued by the Company representing the same shall be deemed a security or securities governed by Article VIII of the Uniform Commercial Code.

ARTICLE X

ADMISSION OF ASSIGNEE AS MEMBER

10.01 Requirements. An Assignee may not become a Member unless all of the following conditions are first satisfied:

(a) A duly executed and acknowledged written instrument of assignment is filed with the Company, specifying the Company Interest and the Units being assigned and setting forth the intention of the Assignor that the Assignee succeed to Assignor's interest as a substitute Member;

(b) The Assignor and Assignee shall execute and acknowledge any other instruments that the Company deems necessary or desirable for substitution, including the written acceptance and adoption by the Assignee of the provisions of this Agreement;

(c) The admission of the Assignee is approved by the Members;

(d) Payment of a transfer fee to the Company, sufficient to cover all reasonable expenses connected with the substitution; and

(e) Compliance with Article VIII of this Agreement.

10.02 Issuance of Unit Certificates to Assignees. An Assignee shall be issued a certificate or certificates for the Units it acquires upon satisfaction of the requirements set forth in Section 10.01 and compliance with the requirements of Section 9.04.

ARTICLE XI

BOOKS, RECORDS, ACCOUNTING AND REPORTS

11.01 Books and Records. The Company shall maintain at its principal office all of the following:

(a) A current list of the full name and last known business or residence address of each Member set forth in alphabetical order together with the Capital Contributions and Company Interest owned by each Member;

(b) A copy of the Certificate, this Agreement and any and all amendments to either thereof, together with executed copies of any powers of attorney pursuant to which any certificate or amendment has been executed;

(c) Copies of the Company's federal, state and local income tax or information returns and reports, if any, for the six most recent taxable years;

(d) The financial statements of the Company for the six most recent fiscal years;

(e) The Company books and records for at least the current and past three fiscal years.

11.02 Delivery to Members and Inspection.

(a) Upon the request of a Member, the Company shall promptly deliver to the requesting Member a copy of the information required to be maintained by Section 11.01, except for Section 11.01(e).

(b) Each Member, or his duly authorized representative, has the right, upon reasonable request, to each of the following:

(1) Inspect and copy during normal business hours any of the Company records; and

(2) Obtain from the Company, promptly after becoming available, a copy of the Company's federal, state and local income tax or information returns for each year.

(c) The Company shall send to each Member within eighty-five (85) days after the end of each Fiscal Year the information necessary for the Member to complete its federal and state income tax or information returns. The Company shall use its best efforts to send to each Member such information within seventy-five (75) days after the end of each Fiscal Year.

11.03 Annual Statements. The Company shall cause to be prepared for the Members at least annually, at Company expense financial statements of the Company. The financial statements will include a balance sheet, statements of income or loss, cash flows and Members' equity.

11.04 Bank Accounts. The Company shall maintain appropriate accounts at one or more financial institutions for all funds of the Company as determined by the Manager. Such accounts shall be used solely for the business of the Company. Withdrawals from such accounts shall be made only upon the signature of those persons authorized by the Manager.

11.05 Tax Returns. The Manager shall cause any federal, state or local income tax returns of the Company to be prepared and filed on behalf of the Company, and it shall cause copies of such returns to be furnished to each of the Members.

11.06 Disregarded Entity for Federal and State Income and Franchise Tax Purposes. The Initial Member intends that, so long as there is only one Member, the Company shall be treated as a "domestic eligible entity" that is disregarded as an entity separate from its owner (a "**Disregarded Entity**") for federal, state and local income and franchise tax purposes and shall take all reasonable action, including the amendment of this Agreement and the execution of other documents but without changing the economic relationships created by, or the essential terms of, this Agreement, as may be reasonably required to qualify for and receive treatment as a Disregarded Entity for federal income tax purposes.

ARTICLE XII

DESIGNATION OF RIGHTS, AUTHORITIES, POWERS, RESPONSIBILITIES, DUTIES AND LIMITATIONS OF THE MANAGER

12.01 Authority of Manager.

(a) The Manager shall have the exclusive authority to manage the operations and affairs of the Company, shall have the power on behalf and in the name of the

Company to carry out any and all of the objects and purposes of the Company, and shall have all authority, rights, and powers conferred by law and those required or appropriate for the management of the Company business.

(b) The Members agree that all determinations decisions and actions made or taken by the Manager in accordance with this Agreement shall be conclusive and absolutely binding upon the Company, the Members and their respective successors, assigns and personal representatives.

12.02 Acts of Manger. The Manager is the agent of the Company for the purpose of its business, and the acts of the Manger in carrying on the usual business of the Company shall bind the Company, unless (1) the Manager has in fact no authority to act on behalf of the Company in the particular matter, and (2) the person with whom the Manager is dealing has knowledge of the fact that the Manager has no such authority.

12.03 Expenses. The Company will pay, or will reimburse the Manager for all costs and expenses incurred by the Manager in connection with the organization and operations of the Company.

12.04 Matters Requiring Consent. Notwithstanding any other provision of this Agreement to the contrary, actions or decisions with respect to any of the following matters shall require the prior written consent of the Initial Member:

(a) amendment of this Agreement, the Certificate or other organizational documents of the Company;

(b) the admission of additional Members to the Company;

(c) the voluntary bankruptcy or entering into receivership of the Company;

(d) the sale or exchange, or other disposition or transfer of all or substantially all of the assets of the Company;

(e) approval of any merger, consolidation, exchange or reclassification of interest or shares involving the Company, or any other form of reorganization or recapitalization involving the Company;

(f) the dissolution or liquidation of the Company other than as set forth in this Agreement; and

(g) any approval by the Company of any assignment or other transfer, whether voluntarily, involuntarily or by operation of law, by any person of such person’s rights, obligations or duties under any agreement between such person and the Company, consent to which by the Initial Member may be given or withheld in the sole and absolute discretion of the Initial Member.

12.05 Officers.

(a) The Manager may appoint officers of the Company at any time. The officers of the Company, if deemed necessary by the Manager may include a president, one or more vice presidents, secretary and one or more assistant secretaries, and chief financial officer (and one or more assistant treasurers). Any individual may hold any number of offices. The officers shall exercise such powers and perform such duties as specified in this Agreement and as shall be determined from time to time by the Manager.

(b) Subject to the rights, if any, of an officer under a contract of employment, any officer may be removed, either with or without cause, by the Manager at any time. Any officer may resign at any time by giving written notice to the Company. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice; and, unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the Company under any contract to which the officer is a party. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in this Agreement for regular appointments to that office.

(c) The president shall be the chief executive officer of the Company, and shall, subject to the control of the Manager, have general and active management of the business of the Company and shall see that all orders and resolutions of the Manager are carried into effect. The president shall have the general powers and duties of management usually vested in the office of president of a corporation, and shall have such other powers and duties as may be prescribed by a Manager or this Agreement. The president shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the Company, except where required or permitted by law to be otherwise signed and executed, and except where the signing and execution thereof shall be expressly delegated by the Manager to some other officer or agent of the Company.

(d) The vice-president, or if there shall be more than one, the vice-presidents in the order determined by the Manager, shall, in the absence or disability of the president, perform the duties and exercise the powers of the president and shall perform such other duties and have such other powers as the Manager may from time to time prescribe.

(e) The secretary shall attend all meetings of the Members, and shall record all the proceedings of the meeting in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The secretary shall give or cause to be given, notice of all meetings of the Members and shall perform such other duties as may be prescribed by the Manager. The secretary shall have custody of the seal, if any, of the Company and the Secretary shall have authority to affix the same to any instrument requiring it, and when so affixed, it may he attested by his or her signature. The secretary shall keep, or cause to be kept at the principal executive office or at the office of the Company’s transfer agent or registrar, as determined by the Manager, all documents described in Section 11.01 and such other documents as may be required under the Act. The secretary shall perform such other duties and have such other authority as may be prescribed elsewhere in this Agreement or from time to time by the Manager. The secretary shall have the general duties, powers and responsibilities of a secretary of a corporation.

(f) The chief financial officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the Company, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, Capital Accounts and Company Interests. The chief financial officer shall have the custody of the funds and securities of the Company, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company, and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Manager. The chief financial officer shall disburse the funds of the Company as may be ordered by the Manager. The chief financial officer shall perform such other duties and shall have such other responsibility and authority as may be prescribed elsewhere in this Agreement from time to time by the Manager. The chief financial officer shall have the general duties, powers and responsibilities of a chief financial officer of a corporation, and shall be the chief financial and accounting officer of the Company.

ARTICLE XIII

RIGHTS, POWERS AND VOTING RIGHTS OF THE MEMBERS

13.01 Request for Vote. In the event there is more than one Member, any Member holding in the aggregate a Company Interest which equals or exceeds five percent (5%) may call a meeting of the Members for a vote, or may call for a vote without a meeting. In either event, such Member shall establish a date for the meeting on which votes shall be counted and shall mail by first class mail a notice to all Members of the time and place of the Company meeting, if called, and the general nature of the business to be transacted, or if no such meeting has been called, of the matter or matters to be voted and the date which the votes will be counted.

13.02 Procedures. In the event there is more than one Member, each Member shall be entitled to cast one vote for each full Unit held of record by such Member: (i) at a meeting, in person, by written proxy or by a signed writing directing the manner in which he desires that his vote be cast, which writing must be received by the Company prior to such meeting, or (ii) without a meeting, by a signed writing directing the manner in which he desires that his vote be cast, which writing must be received by the Company prior to the date on which the votes of Members are to be counted. Only the votes of Members of record on the notice date, whether at a meeting or otherwise, shall be counted.

13.03 Action By Consent. Notwithstanding anything to the contrary contained in this Article XIII, any action or approval required or permitted by this Agreement to be taken or given by the Initial Member or at any meeting of Members (whether by vote or consent), may be taken or given without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken or approval so given, shall be signed by the Initial Member, or if there is more than one Member, by Members owning Company Interests having not less than the minimum number of votes that would be necessary to authorize or take such action or give such approval at a meeting at which all Members entitled to vote thereon were present and voted. Prompt notice of the taking of any action or the giving of any approval without a meeting by less than unanimous written consent shall be given to those Members who have not consented in writing.

ARTICLE XIV

DISSOLUTION OF THE COMPANY

14.01 Termination of Membership. No Member shall resign from the Company, or take any voluntary action to commence bankruptcy proceedings or dissolve itself. The bankruptcy of a Member shall not be considered a withdrawal by such Member from the Company and such Member shall continue to be a Member of the Company. If any Member ceases to be a Member for any reason, the business of the Company shall be continued by the remaining Members, provided, however, if there are no remaining Members, the successor in interest to the last remaining Member may elect to continue the business.

14.02 Events of Dissolution or Liquidation. The Company shall be dissolved upon the happening of any of the following events:

(a) The failure of the successor-in-interest to the last remaining Member to continue the Company in accordance with the provisions of Section 14.01 hereof after the termination of such Member's membership;

(b) The sale, exchange, or other disposition or transfer of all or substantially all of the assets of the Company;

(c) Upon the unanimous consent of the Members; or

(d) Subject to any provision of this Agreement that limits or prevents dissolution, the happening of any event that, under the Act caused the dissolution of a limited liability company.

14.03 Liquidation. Upon dissolution of the Company for any reason, the Company shall immediately commence to windup its affairs. A reasonable period of time shall be allowed for the orderly termination of the Company business, discharge of its liabilities and distribution or liquidation of the remaining assets so as to enable the Company to minimize the normal losses attendant to the liquidation process. A full accounting of the assets and liabilities of the Company shall be taken and a statement thereof shall be furnished to each Member within thirty (30) days after the dissolution. Such accounting and statements shall be prepared under the direction of the Member or, by a liquidating trustee selected by unanimous consent of the Members. The Company property and assets and/or the proceeds from the liquidation thereof shall be applied in the following order of priority:

(a) First, payment of the debts and liabilities of the Company, in the order of priority provided by law (including any loans by the Members to the Company) and payment of the expenses of liquidation;

(b) Second, setting up of such reserves as the Manager or liquidating trustee may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company or any obligation or liability not then due and payable; provided, however, that any such reserve shall be paid over by the Manager or liquidating trustee to an escrow agent, to be held by such escrow agent for the purpose of disbursing such reserves in payment of such

liabilities, and, at the expiration of such escrow period as the Manager or liquidating trustee shall deem advisable but not to exceed one calendar year, to distribute the balance thereafter remaining in the manner hereinafter provided; and

(c) Third, to the Members in accordance with the provisions of Section 7.01.

14.04 Articles of Dissolution. As soon as possible (but in no event later than 90 days) following the completion of the winding up of the Company, the Manager (or any other appropriate representative of the Company) shall execute a articles of dissolution in the form prescribed by the Act and shall file the same with the office of the Secretary of State of the State of Wisconsin.

ARTICLE XV

MISCELLANEOUS

15.01 Severability. If any term or provision of this Agreement is held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of the remainder of this Agreement.

15.02 General. This Agreement: (i) shall be binding on the executors, administrators, estates, heirs and legal successors of the Members and Manager; (ii) be governed by and construed in accordance with the laws of the State of Wisconsin (without regard to principles of conflict of laws); (iii) may be executed in more than one counterpart as of the day and year first above written; and (iv) contains the entire limited liability company agreement with respect to the Company. The waiver of any of the provisions, terms or conditions contained in this Agreement shall not be considered as a waiver of any of the other provisions, terms or conditions hereof.

15.03 Notices, Etc. All notices and other communications required or permitted hereunder shall be in writing and shall be deemed effectively given upon personal delivery, confirmation of telex or telecopy, or upon the fifth day following mailing by registered mail, postage prepaid, addressed (a) if to any Member at such addresses as set forth on the records of the Company, or at such other address as any Member shall have furnished to the Company in writing, (b) if to the Company or the Manager, at 20400 Stevens Creek Blvd., Suite 600, Cupertino, California 95014.

15.04 Amendment. This Agreement may only be modified or amended if approved by all of the Members.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned has adopted this Operating Agreement as of the day and year first set forth above.

MEMBER:

TREATMENT ASSOCIATES, INC.
a California corporation

By: /s/ Kevin Hogge
Kevin Hogge
Chief Financial Officer

ACKNOWLEDGED AND AGREED:

MANAGER:

CRC HEALTH MANAGEMENT, INC.,
a Delaware corporation

By: /s/ Kevin Hogge
Kevin Hogge
Chief Financial Officer

EXHIBIT A

MEMBERS

Member	Member's Company Interest	Number of Units	Certificate Number
Treatment Associates, Inc.	100%	100	1

Indiana Secretary of State
Packet: 1994080698
Filing Date: 07/30/2009
Effective Date: 07/31/2009

WPH

INDIANA SECRETARY OF STATE
RECEIVED

2009 JUL 30 AM 11:3

TODD ROKITA
SECRETARY OF STATE
CORPORATE DIVISION
302 W. Washington Street, Rm. E018
Indianapolis, IN 46204
Telephone: (317) 232-6576

ARTICLES OF ENTITY CONVERSION:
Conversion of a Corporation into a Limited Liability Company
State Form 51578 (1-04)
Approved by State Board of Accounts, 2004

INSTRUCTIONS: Use 8 ½" x 11" white paper for attachments.
Present original and one copy to the address in upper right corner of this form.
Please TYPE or PRINT.
Please visit our office on the web at www.sos.in.gov

Indiana Code 23-1-18-3
FILING FEE: $30.00

ARTICLES OF CONVERSION
OF

EAST INDIANA TREATMENT CENTER, INC.
(hereinafter "Non-surviving Corporation")

INTO

EAST INDIANA TREATMENT CENTER, LLC
(hereinafter "Surviving LLC")

APPROVED
AND
FILED

Todd Rokita
IND. SECRETARY OF STATE

ARTICLE I: PLAN OF ENTITY CONVERSION

a. Please set forth the Plan of Conversion, containing such information as required *by Indiana Code 23-1-38.5-11* and *Indiana Code 23-1-38.5-12*, attach herewith, and designate it as "Exhibit A."
The following is basic information that must be included in the Plan of Entity Conversion: *(please refer to Indiana Code 23-1-38.5-12 for a more complete listing of requirements before submitting the plan).*

- A statement of the type of business entity that Surviving LLC will be and, if it will be a foreign non-corporation, its jurisdiction of organization;
- The terms and conditions of the conversion;
- The manner and basis of converting the shares of Non-surviving Corporation into the interests, securities, obligations, rights to acquire interests or other securities of Surviving LLC following its conversion; and
- The full text, as in effect immediately after the consummation of the conversion, of the organic document (if any) of Surviving LLC.
- If, as a result of the conversion, one or more shareholders of Non-surviving Corporation would be subject to owner liability for debts, obligations, or liabilities of any other person or entity, those shareholders must consent in writing to such liabilities in order for the Plan of Merger to be valid.

b. Please read and sign the following statement.
I hereby affirm under penalty of perjury that the plan of conversion is in accordance with the Articles of Incorporation or bylaws of Non-surviving Corporation and is duly authorized by the shareholders of Non-surviving Corporation as required by the laws of the State of Indiana.

Signature Pamela B Burke Printed Name PAMELA B. BURKE Title Secretary

ARTICLE II: NAME AND DATE OF INCORPORATION OF NON-SURVIVING CORPORATION

a. The name of Non-surviving Corporation immediately before filing these Articles of Entity Conversion is the following:

EAST INDIANA TREATMENT CENTER, INC.

b. The date on which Non-surviving Corporation was incorporated in the State of Indiana is the following: AUGUST 8, 1994

ARTICLE III: NAME AND PRINCIPAL OFFICE OF SURVIVING LLC

a. The name of Surviving LLC is the following:

EAST INDIANA TREATMENT CENTER, LLC

- (Please note pursuant to *Indiana Code 23-18-2-8*, this name must include the words "Limited Liability Company", "L.L.C.", or "LLC").
- (If Surviving LLC is a foreign LLC, then its name must adhere to the laws of the state in which it is domiciled).

b. The address of Surviving LLC's Principal Office is the following:

Street Address	City	State	Zip Code
20400 STEVENS CREEK BLVD., SUITE 600	CUPERTINO	CA	95014

Indiana Secretary of State
Packet: 1994080698
Filing Date: 07/30/2009
Effective Date: 07/31/2009

ARTICLE IV: REGISTERED OFFICE AND AGENT OF SURVIVING LLC

Registered Agent: The name and street address of Surviving LLC's Registered Agent and Registered Office for service of process are the following:

Name of Registered Agent: NATIONAL REGISTERED AGENTS, INC.

Address of Registered Office (street or building)	City		Zip Code
320 N. MERIDIAN ST.	INDIANAPOLIS	Indiana	46204

ARTICLE V – JURISDICTION OF SURVIVING LLC AND CHARTER SURRENDER OF NON-SURVIVING CORPORATION

SECTION 1: JURISDICTION

Please state the jurisdiction in which Surviving LLC will be organized and governed. INDIANA

SECTION 2: CHARTER SURRENDER *((Please complete this section only if Surviving LLC is organized outside of Indiana).*

If the jurisdiction stated above is not Indiana, please set forth the Articles of Charter Surrender for the Non-surviving Corporation and attach herewith as "Exhibit B."

Pursuant to *Indiana Code* 23-1-38.5-14, the Articles of Charter Surrender must include:

1. The name of Non-surviving Corporation;
2. A statement that the Articles of Charter Surrender are being filed in connection with the conversion of Non-surviving Corporation into an LLC that will be organized in a jurisdiction other than the State of Indiana;
3. A signed statement under penalty of perjury that the conversion was duly approved by the shareholders of Non-surviving Corporation in a manner required by Indiana Law and consistent with the Articles of Incorporation or the bylaws of Non-surviving Corporation;
4. The jurisdiction under which the Surviving LLC will be organized; and
5. The address of Surviving LLC's executive office.

ARTICLE VI: DISSOLUTION OF SURVIVING LLC

Please indicate when dissolution will take place in Surviving LLC:

☐ The latest date upon which Surviving LLC is to dissolve is _____ OR

☒ Surviving LLC is perpetual until dissolution.

ARTICLE VII: MANAGEMENT OF SURVIVING LLC

Surviving LLC will be managed by: ☐ The members of Surviving LLC, OR

☒ A manager or managers

In Witness Whereof, the undersigned being an officer or other duly authorized representative of Non-surviving Corporation executes these Articles of Entity Conversion and verifies, subject to penalties of perjury, that the statements contained herein are true.

this 31st day of July, 20 09.

Signature: Pamela B. Burke

Printed Name: Pamela B. Burke

Title: Secretary

Indiana Secretary of State
Packet: 1994080698
Filing Date: 07/30/2009
Effective Date: 07/31/2009

Exhibit A

PLAN OF ENTITY CONVERSION OF
East Indiana Treatment Center, Inc.

In accordance with Sections 23-1-38.5-11 and 23-1-38.5-12 of the Indiana Code (the "Code"), East Indiana Treatment Center, Inc., an Indiana corporation (the "Corporation"), hereby adopts the following Plan of Entity Conversion.

1. Conversion. In accordance with the Code, the Corporation shall be converted (the "Conversion") into East Indiana Treatment Center, LLC, an Indiana limited liability company (the "LLC").

2. Conversion of Stock. One hundred percent (100%) of the validly issued, fully paid and nonassessable shares of common stock of the Corporation that were issued and outstanding immediately prior to the date of the Conversion shall be converted into such number of membership interests as required to represent one hundred percent (100%) of the membership interests of the LLC immediately following the Conversion.

3. Effective Date. The Conversion shall be effective as of July 31, 2009.

4. Articles of Organization. The Articles of Organization, a copy of which are attached hereto as Exhibit I, shall be the Articles of Organization of the LLC as in effect immediately after consummation of the Conversion.

5. Effect of Conversion. Following the Conversion, the LLC shall be, for all purposes, the same entity that existed before the Conversion.

Indiana Secretary of State
Packet: 1994080698
Filing Date: 07/30/2009
Effective Date: 07/31/2009

EXHIBIT I – ARTICLES OF ORGANIZATION

Indiana Secretary of State
Packet: 1994080698
Filing Date: 07/30/2009
Effective Date: 07/31/2009

INDIANA SECRETARY OF STATE
RECEIVED
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ARTICLES OF ORGANIZATION

State Form 48469 (R / 1 -05)
Approved by State Board of Accounts 1999

TODD ROKITA
SECRETARY OF STATE
CORPORATIONS DIVISION
302 W. Washington St., Rm.E 018
Indianapolis, IN 46204
Telephone: (317) 232-6576

INSTRUCTIONS: *Use 8 1/2" x 11" white paper for attachments.*
Present original and one (1) copy to the address in upper right corner of this form.
Please TYPE or PRINT.
Please visit our office on the web at www.sos.in.gov.

Indiana Code 23-18-2-4
FILING FEE: $90.00

ARTICLES OF ORGANIZATION

The undersigned, desiring to form a Limited Liability Company *(hereinafter referred to as "LLC")* pursuant to the provisions of:

Indiana Business Flexibility Act, Indiana Code 23-18-1-1, et seq. as amended, executes the following Articles of Organization:

ARTICLE I - NAME AND PRINCIPAL OFFICE

Name of LLC *(the name must include the words "Limited Liability Company", "L.L.C.", or "LLC")*
EAST INDIANA TREATMENT CENTER, LLC

Principal Office: The address of the principal office of the LLC is: *(optional)*

Post office address	City	State	ZIP code
20400 Stevens Creek Blvd., Suite 600	Cupertino	CA	95014

ARTICLE II - REGISTERED OFFICE AND AGENT

Registered Agent: The name and street address of the LLC's Registered Agent and Registered Office for service of process are:

Name of Registered Agent: NATIONAL REGISTERED AGENTS, INC.

Address of Registered Office *(street or building)*	City		ZIP code
320 N. MERIDIAN STREET	INDIANAPOLIS	Indiana	46204

ARTICLE III - DISSOLUTION

☐ The latest date upon which the LLC is to dissolve: _____

☑ The Limited Liability Company is perpetual until dissolution.

ARTICLE IV - MANAGEMENT

☐ The Limited Liability Company will be managed by its members.

☑ The Limited Liability Company will be managed by a manager or managers.

In Witness Whereof, the undersigned executes these Articles of Organization and verifies, subject to penalties of perjury, that the statements contained herein are true,

this _____ day of July, 2009.

Signature	Printed name
Pamela B. Burke	Pamela B. Burke

This instrument was prepared by: *(name)* Pamela B. Burke

Address *(number, street, city and state)*	ZIP code
20400 Stevens Creek Blvd., Suite 600, Cupertino, CA	95014

Exhibit 3.99

OPERATING AGREEMENT

OF

EAST INDIANA TREATMENT CENTER, LLC

A Indiana Limited Liability Company

July 31, 2009

TABLE OF CONTENTS

TABLE OF CONTENTS
(continued)

OPERATING AGREEMENT
OF

East Indiana Treatment Center, LLC
A Indiana Limited Liability Company

This Operating Agreement (this "**Agreement**") of **East Indiana Treatment Center, LLC** (the "**Company**") is made and entered into pursuant to Indiana Code Article 18 (the "**Act**") and shall be effective as of July 31, 2009, by NATIONAL SPECIALTY CLINICS, INC., a Delaware corporation ("**NSC**"), as the sole member.

ARTICLE I

DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings set forth below in this Article I. The singular when used in this Agreement shall also refer to the plural, and vice versa, as appropriate. All terms used in this Agreement which are not defined in this Article I shall have the meanings set forth elsewhere in this Agreement.

"**Act**" shall mean the Indiana Code, Article 18.

"**Affiliate**" shall mean, with respect to any Member: (a) any person directly or indirectly owning, controlling or holding with power to vote 10% or more of the outstanding voting securities of such Member; (b) any Person 10% or more of whose outstanding voting securities are directly or indirectly owned, controlled or held with power to vote by such Member; (c) any partnership or limited liability company of which such Member or any other Person described in clause (a) or clause (b) of this definition is a general or managing partner, or a manager, as the case may be; and (d) any officer, director or partner in such Member.

"**Agreed Value**" means the fair market value of property as determined by the Members using such reasonable methods of valuation as they deem appropriate.

"**Assignee**" shall mean a person who has acquired a beneficial interest in a Company Interest in accordance with the provisions of Article VIII hereof, but who is not a Member.

"**Book Depreciation**" means the depreciation, cost recovery or amortization of assets allowable to the Company with respect to an asset for any period, except that if the Book Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such period, Book Depreciation shall be an amount which bears the same ratio to such beginning Book Value as federal income tax depreciation, amortization, or other cost recovery deduction for such period bears to such beginning adjusted basis.

"**Book Gain**" or "**Book Loss**" means the gain or loss that would be recognized by the Company for federal income tax purposes as a result of sales or exchanges of its assets if its tax basis in such assets were equal to the Book Value of such assets.

"**Book Value**" means (a) as to property contributed to the Company, its Agreed Value, and (b) as to all other Company property, its adjusted basis for federal income tax purposes as reflected on the books of the Company. The Book Value of all Company assets shall be adjusted to equal their respective Agreed Values, as determined by the Members, as of the following times: (a) the acquisition of an additional interest in the Company by any new or existing Member in exchange for more than a de minimis Capital Contribution; (b) the distribution by the Company to a Member of more than a de minimis amount of Company property, unless all Members receive simultaneous distributions of undivided interests in the distributed property in proportion to their Interest in the Company; and (c) the termination of the Company for federal income tax purposes pursuant to Code Section 708(b)(1)(B). The Book Value of all assets shall be adjusted by the Book Depreciation taken into account with respect to such asset.

"**Capital Account**" means an individual capital account maintained for each Member in accordance with Treasury Regulation Section 1.704-1(b) adopted pursuant to Section 704(b) of the Code.

"**Capital Contributions**" shall mean the amount of cash or Book Value of property a Member contributes to the capital of the Company.

"**Certificate**" shall mean the certificate of formation of the Company which is required to be filed pursuant to the Act.

"**Code**" shall mean the Internal Revenue Code of 1986, as amended from time to time, and the corresponding provisions of any future Federal tax law and, to the extent applicable, the Regulations.

"**Company Interest**," as of any date, shall mean, with respect to any Member, the percentage ownership interest of such Member in the Company as of such date, including all of its rights and obligations under the Act and this Agreement. Each Member's Company Interest shall be represented by the number of Units set forth on Exhibit A attached hereto.

"**Distributions**" means all cash and the Book Value of other property distributed to NSC arising from its Company Interest.

"**Fiscal Year**" shall mean the fiscal year of the Company which shall be the calendar year.

"**Initial Member**" shall mean NSC.

"**Manager**" shall mean initially CRC Health Management, Inc., a Delaware corporation, or such other Person as the Member may later appoint.

"Member" shall mean the Initial Member and any other Person that acquires a Company Interest and is admitted to the Company as a member in accordance with the terms of this Agreement.

"**Net Income**" or "**Net Loss**" shall mean, with respect to any fiscal period, the gross income, gains and losses of the Company, for such period, less all deductible costs, expenses and depreciation and amortization allowances of the Company for such period, as determined for

federal income tax purposes, with the following adjustments: (a) any income of the Company that is exempt from federal income tax and is not otherwise taken into account in computing Net Income or Net Loss pursuant to this definition shall be added to such taxable income or loss; (b) any expenditures of the Company not deductible in computing taxable income or loss, not properly chargeable to capital account and not otherwise taken into account in computing Net Income or Net Loss pursuant to this definition shall be subtracted from such taxable income or loss; (c) if the Book Value of any asset differs from its adjusted basis for federal income tax purposes at the beginning of such period, the depreciation and amortization allowances to be deducted from gross income with respect to such asset shall be Book Depreciation; and (d) Book Gain or Book Loss shall be used instead of taxable gain or loss. If such amount shall be greater than zero, it shall be known as a "**Net Income**" and if such amount shall be less than zero, it shall be known as "**Net Loss**."

"**Person**" shall mean an individual, partnership, joint venture, association, corporation, trust, estate, limited liability company, limited liability partnership or any other legal entity.

"**Regulations**" shall mean the regulations, including temporary regulations promulgated under the Code, as such regulations may be amended from time to time (including the corresponding provisions of any future regulations).

"**Units**" shall mean the number of units representing the Company Interest held by a Member. Each Unit shall represent 1% of the total outstanding Company Interest.

ARTICLE II

CONTINUATION AND PURPOSE

2.01 Formation. The Initial Member hereby organizes a limited liability company pursuant to the Act. The rights and liabilities of the Members shall be determined pursuant to the Act and this Agreement. To the extent that the rights or obligations of the Members are different by reason of any provision of this Agreement than they would be in the absence of such provision, this Agreement shall, to the extent permitted by the Act, control. Simultaneously with the execution and delivery of this Agreement, NSC shall be admitted as the sole member of the Company.

2.02 Limited Liability Company Agreement. This Agreement shall constitute the "limited liability company agreement" of the Company within the meaning of the Act for all purposes including, without limitation, so long as there is only one Member, for classification of the Company as a "domestic eligible entity" that is disregarded as an entity separate from its owner for federal and all relevant state income tax purposes.

2.03 Name. The name of the Company is stated in the Preamble.

2.04 Principal Office. The registered office required to be maintained by the Company in the state of Indiana pursuant to the Act shall initially be located at c/o National Registered Agents, Inc. 320 N. Meridian St., Indianapolis, Indiana 46204. The registered agent shall initially be National Registered Agents, Inc. 320 N. Meridian St., Indianapolis, Indiana 46204. The principal executive office of the Company shall be at 20400 Stevens Creek Blvd., Suite 600, Cupertino, California 95014.

2.05 Term. The term of the Company commenced on the date of filing of the Certificate with the Secretary of State of Indiana, and shall continue unless terminated as hereinafter provided.

2.06 Purposes of Company. The Company is permitted to engage in any lawful acts or activities and to exercise any powers permitted to limited liability companies under the laws of the State of Indiana.

2.07 Certificate. The Manager shall cause the Certificate to be filed or recorded in any other public office where filing or recording is required.

2.08 Address of the Initial Member. The address of the Initial Member is 20400 Stevens Creek Blvd., Suite 600, Cupertino, California 95014.

2.09 Foreign Qualification. The Manager shall take all necessary actions to cause the Company to be qualified to conduct business legally in any jurisdictions where the nature of the Company's business requires such qualification.

ARTICLE III

MEMBERS' CAPITAL

3.01 Capital Contribution. The Members shall be obligated to make only such capital contributions to the Company as the Members shall agree to in writing. The Initial Member shall be credited with one hundred percent (100%) of the existing capital of the Company.

3.02 Additional Capital Contributions. The Members shall not be required to contribute additional capital to the Company. The Members shall not be obligated to restore any deficit balance in their Capital Accounts.

ARTICLE IV

STATUS OF MEMBERS AND MANAGER

4.01 Limited Liability. Neither the Members nor the Manager shall be bound by or personally liable for, the expenses, liabilities or obligations of the Company. Except as required by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and neither the Members nor the Manager shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member or acting as the Manager of the Company. The Members shall be liable to the Company for the capital contributions specified in Section 3.01 and as may otherwise be required pursuant to the Act. Neither the Members nor the Manager shall be liable for any debts, obligations and liabilities, whether arising in contract, tort or otherwise, of any other Member or any Manager of the Company. The Members shall not be required to loan the Company any funds.

4.02 Return of Distributions of Capital. A Member may, under certain circumstances, be required by law to return to the Company for the benefit of the Company's creditors, amounts previously distributed. No Member shall be obligated to pay those distributions to or for the account of the Company or any creditor of the Company. However, if any court of competent jurisdiction holds that, notwithstanding the provisions of this Agreement, any Member is obligated to return or pay over any part of those distributions, it shall be the obligation of such Member. Any payment returned to the Company or made directly by a Member to a creditor of the Company shall be deemed a Capital Contribution by such Member.

4.03 Reliance by Third Parties. Persons dealing with the Company are entitled to rely conclusively upon the power and authority of the Manager as set forth in this Agreement.

ARTICLE V

COMPENSATION TO THE MEMBERS AND MANAGER

Neither the Members nor the Manager shall receive any compensation directly or indirectly in connection with the formation, operation, and dissolution of the Company except as expressly specified in this Agreement.

ARTICLE VI

COMPANY EXPENSES

6.01 Reimbursement. The Company shall reimburse the Members for all out-of-pocket costs and expenses reasonably incurred by it in connection with the operation and funding of the Company, including any legal fees and expenses.

6.02 Operating Expenses. The Company shall pay the operating expenses of the Company which may include, but are not limited to: (i) all reasonable salaries, compensation and fringe benefits of personnel employed by the Company and involved in the business of the Company; (ii) all costs of funds borrowed by the Company and all taxes and other assessments on the Company's assets and other taxes applicable to the Company; (iii) reasonable legal, audit and accounting fees; (iv) the cost of insurance as required in connection with the business of the Company; (v) reasonable expenses of revising, amending, or modifying this Agreement or terminating the Company; (vi) reasonable expenses in connection with distributions made by the Company, and communications necessary in maintaining relations with Members and outside parties, (vii) reasonable expenses in connection with preparing and mailing reports required to be furnished to Members for investor, tax reporting or other purposes, or other reports to Members; (viii) reasonable costs incurred in connection with any litigation in which the Company is involved, as well as any examination, investigation or other proceedings conducted by any regulatory agency with jurisdiction over the Company, including legal and accounting fees incurred in connection therewith; (ix) property management fees; and (x) reasonable expenses of professionals employed by the Company in connection with any of the foregoing, including attorneys, accountants and appraisers.

ARTICLE VII

ALLOCATION OF INCOME AND LOSS; DISTRIBUTIONS

7.01 Distributions. All Distributions shall be paid to the Initial Member. If there is more than one Member, the Members shall amend this Section 7.01 to reflect the Members' agreement regarding payment of Distributions.

7.02 Allocations of Net Income and Net Losses. Net Income and Net Losses of the Company for each Fiscal Year shall be allocated 100% to the Initial Member. If there is more than one Member, the Members shall amend this Section 7.02 to reflect the Members' agreement regarding allocation of Net Income and Net Losses of the Company.

ARTICLE VIII

ASSIGNMENT OF COMPANY INTERESTS

8.01 Assignment. A Member may assign (whether by sale, exchange, gift contribution, distribution or other transfer, including a pledge or other assignment for security purposes) all or any part of its Company Interest.

8.02 Assignee. Provided the provisions of this Article VIII have been complied with, an Assignee shall be entitled to receive distributions of cash or other property, and allocations of Net Income and Net Losses, from the Company attributable to the assigned Company Interests from and after the effective date of the assignment in accordance with Article VII, but an Assignee shall have no other rights of a Member herein, such as rights to any information, an accounting, inspection of books or records or voting as a Member on matters set forth herein or by law, until such Assignee is admitted as a Member pursuant to the provisions of Article X; except that an Assignee shall have the right solely to receive a copy of the annual financial statements required herein to be provided the Members. The Company shall be entitled to treat the assignor as the absolute owner of the Company Interests in all respects, and shall incur no liability for distributions, allocations of Net Income or Net Losses, or transmittal of reports and notices required to be given to Members which are made in good faith to the assignor until the effective date of the assignment, or, in the case of the transmittal of reports (other than the financial statements referred to above) or notices, until the Assignee is so admitted as a substitute Member. The effective date of an assignment shall be the first day of the calendar month following the month in which the Member has received an executed instrument of assignment in compliance with this Article VIII or the first day of a later month if specified in the executed instrument of assignment. The Assignee shall be deemed an Assignee on the effective date, and shall be only entitled to distributions, Net Income or Net Losses attributable to the period after the effective date of assignment. Each Assignee will inherit the balance of the Capital Account, as of the effective date of Assignment, of the Assignor with respect to the Company Interest transferred.

8.03 Collateral Assignment. Notwithstanding anything to the contrary in the foregoing Section 8.02 and to the extent permitted by the Act, in the event a Member pledges its Company Interest or its Units, or assigns its Company Interests or its Units for security purposes, or

otherwise encumbers its Company Interest or its Units, to a Member's lenders that provide financing to such Member (the "**Lenders**"), (i) such Member may physically deliver the certificate or certificates representing its Units to its Lenders; (ii) the provisions of Article X shall not apply to the admission of any such Lender as a Member upon the exercise by such Lender of any rights and remedies under any of the Member's agreements with such Lender; (iii) such Lender shall be entitled to become a member of the Company and otherwise effect the transfer of the assigning Member's Company Interest and Units to such Lender or such other Person as Lender may select consistent with the terms of the Member's agreements with such Lender upon the exercise by such Lender of any rights and remedies under any of the Member's agreements with such Lender, and such Lender or other Person may thereafter exercise all rights and other entitlements of membership in the Company pertaining thereto, in all cases without being required to comply with the provisions of Article X or to make any required Capital Contributions; and (iv) such Lenders or other Persons to whom the Company Interest or Units are transferred by Lender shall be deemed Members without further action upon the effectiveness of such transfer.

8.04 Other Consents and Requirements. Any assignment, sale, transfer, exchange or other disposition of any Company Interest in the Company or the Units must be in compliance with any requirements imposed by any state securities administrator having jurisdiction over the assignment, sale, transfer, exchange or other disposition of the Company Interest or the Units, and the United States Securities and Exchange Commission.

ARTICLE IX

ISSUANCE OF UNIT CERTIFICATES

9.01 Unit Certificates. Each Member shall be issued a certificate or certificates for Units to denominate such Member's Company Interest. The names of each Member and the number of Units held by such Member, together with the certificate number of each Unit certificate issued to such Member shall be set forth on Exhibit A attached hereto. All certificates shall be signed in the name of the Company by the President and the Chief Financial Officer or Secretary of the Manager, certifying the number of Units owned by the Unit holder. Any or all of the signatures on a certificate may be by facsimile signature.

9.02 Restrictive Legend. In order to reflect the restrictions on disposition of the Units as set forth in this Agreement, the certificates for the Units will be endorsed with a restrictive legend, including without limitation one or both of the following:

"THE UNITS REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY STATE SECURITIES LAWS, AND MAY BE OFFERED AND SOLD ONLY IF SO REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE. THE HOLDER OF THESE UNITS MAY BE REQUIRED TO DELIVER TO THE COMPANY, IF THE COMPANY SO REQUESTS, AN OPINION OF COUNSEL (REASONABLY SATISFACTORY IN FORM AND SUBSTANCE TO THE COMPANY) TO THE EFFECT THAT AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT

(OR QUALIFICATION UNDER STATE SECURITIES LAWS) IS AVAILABLE WITH RESPECT TO ANY TRANSFER OF THESE UNITS THAT HAS NOT BEEN SO REGISTERED (OR QUALIFIED).

THE COMPANY WILL FURNISH WITHOUT CHARGE TO EACH HOLDER WHO SO REQUESTS THE POWERS, DESIGNATIONS, PREFERENCES AND RELATIVE RIGHTS OF THE UNITS. THE UNITS EVIDENCED HEREBY ARE SUBJECT TO AN OPERATING AGREEMENT (A COPY OF WHICH MAY BE OBTAINED UPON WRITTEN REQUEST FROM THE COMPANY). FOR ALL PURPOSES, THIS CERTIFICATE AND THE UNITS IT REPRESENTS SHALL BE DEEMED A SECURITY OR SECURITIES GOVERNED BY ARTICLE VIII OF THE UNIFORM COMMERCIAL CODE."

9.03 Additional Legends. If required by the authorities of any state in connection with the issuance of the Units, the legend or legends required by such state authorities shall also be endorsed on all such certificates.

9.04 Lost Certificates. Except as provided in this Section 9.04, no new certificate for Units shall be issued in lieu of an old certificate unless the latter is surrendered to the Company and canceled at the same time. The Company may, in case any Unit certificate or certificates is lost, stolen or destroyed, authorize the issuance of a new certificate in lieu thereof, upon such terms and conditions as the Company may require, including provision for indemnification of the Company sufficient to protect the Company against any claim that may be made against it, including any expense or liability, on account of the alleged loss, theft or destruction of such certificate or the issuance of such new certificate.

9.05 Uniform Commercial Code. For all purposes under this Agreement and any agreement between the Company and its lenders, all of the Company Interests in the Company and the Units issued by the Company representing the same shall be deemed a security or securities governed by Article VIII of the Uniform Commercial Code.

ARTICLE X

ADMISSION OF ASSIGNEE AS MEMBER

10.01 Requirements. An Assignee may not become a Member unless all of the following conditions are first satisfied:

(a) A duly executed and acknowledged written instrument of assignment is filed with the Company, specifying the Company Interest and the Units being assigned and setting forth the intention of the Assignor that the Assignee succeed to Assignor's interest as a substitute Member;

(b) The Assignor and Assignee shall execute and acknowledge any other instruments that the Company deems necessary or desirable for substitution, including the written acceptance and adoption by the Assignee of the provisions of this Agreement;

(c) The admission of the Assignee is approved by the Members;

(d) Payment of a transfer fee to the Company, sufficient to cover all reasonable expenses connected with the substitution; and

(e) Compliance with Article VIII of this Agreement.

10.02 Issuance of Unit Certificates to Assignees. An Assignee shall be issued a certificate or certificates for the Units it acquires upon satisfaction of the requirements set forth in Section 10.01 and compliance with the requirements of Section 9.04.

ARTICLE XI

BOOKS, RECORDS, ACCOUNTING AND REPORTS

11.01 Books and Records. The Company shall maintain at its principal office all of the following:

(a) A current list of the full name and last known business or residence address of each Member set forth in alphabetical order together with the Capital Contributions and Company Interest owned by each Member;

(b) A copy of the Certificate, this Agreement and any and all amendments to either thereof, together with executed copies of any powers of attorney pursuant to which any certificate or amendment has been executed;

(c) Copies of the Company's federal, state and local income tax or information returns and reports, if any, for the six most recent taxable years;

(d) The financial statements of the Company for the six most recent fiscal years;

(e) The Company books and records for at least the current and past three fiscal years.

11.02 Delivery to Members and Inspection.

(a) Upon the request of a Member, the Company shall promptly deliver to the requesting Member a copy of the information required to be maintained by Section 11.01, except for Section 11.01(e).

(b) Each Member, or his duly authorized representative, has the right, upon reasonable request, to each of the following:

(1) Inspect and copy during normal business hours any of the Company records; and

(2) Obtain from the Company, promptly after becoming available, a copy of the Company's federal, state and local income tax or information returns for each year.

(c) The Company shall send to each Member within eighty-five (85) days after the end of each Fiscal Year the information necessary for the Member to complete its federal and state income tax or information returns. The Company shall use its best efforts to send to each Member such information within seventy-five (75) days after the end of each Fiscal Year.

11.03 Annual Statements. The Company shall cause to be prepared for the Members at least annually, at Company expense financial statements of the Company. The financial statements will include a balance sheet, statements of income or loss, cash flows and Members' equity.

11.04 Bank Accounts. The Company shall maintain appropriate accounts at one or more financial institutions for all funds of the Company as determined by the Manager. Such accounts shall be used solely for the business of the Company. Withdrawals from such accounts shall be made only upon the signature of those persons authorized by the Manager.

11.05 Tax Returns. The Manager shall cause any federal, state or local income tax returns of the Company to be prepared and filed on behalf of the Company, and it shall cause copies of such returns to be furnished to each of the Members.

11.06 Disregarded Entity for Federal and State Income and Franchise Tax Purposes. The Initial Member intends that, so long as there is only one Member, the Company shall be treated as a "domestic eligible entity" that is disregarded as an entity separate from its owner (a "**Disregarded Entity**") for federal, state and local income and franchise tax purposes and shall take all reasonable action, including the amendment of this Agreement and the execution of other documents but without changing the economic relationships created by, or the essential terms of, this Agreement, as may be reasonably required to qualify for and receive treatment as a Disregarded Entity for federal income tax purposes.

ARTICLE XII

DESIGNATION OF RIGHTS, AUTHORITIES, POWERS, RESPONSIBILITIES, DUTIES AND LIMITATIONS OF THE MANAGER

12.01 Authority of Manager.

(a) The Manager shall have the exclusive authority to manage the operations and affairs of the Company, shall have the power on behalf and in the name of the Company to carry out any and all of the objects and purposes of the Company, and shall have all authority, rights, and powers conferred by law and those required or appropriate for the management of the Company business.

(b) The Members agree that all determinations decisions and actions made or taken by the Manager in accordance with this Agreement shall be conclusive and absolutely binding upon the Company, the Members and their respective successors, assigns and personal representatives.

12.02 Acts of Manger. The Manager is the agent of the Company for the purpose of its business, and the acts of the Manger in carrying on the usual business of the Company shall bind the Company, unless (1) the Manager has in fact no authority to act on behalf of the Company in the particular matter, and (2) the person with whom the Manager is dealing has knowledge of the fact that the Manager has no such authority.

12.03 Expenses. The Company will pay, or will reimburse the Manager for all costs and expenses incurred by the Manager in connection with the organization and operations of the Company.

12.04 Matters Requiring Consent. Notwithstanding any other provision of this Agreement to the contrary, actions or decisions with respect to any of the following matters shall require the prior written consent of the Initial Member:

(a) amendment of this Agreement, the Certificate or other organizational documents of the Company;

(b) the admission of additional Members to the Company;

(c) the voluntary bankruptcy or entering into receivership of the Company;

(d) the sale or exchange, or other disposition or transfer of all or substantially all of the assets of the Company;

(e) approval of any merger, consolidation, exchange or reclassification of interest or shares involving the Company, or any other form of reorganization or recapitalization involving the Company;

(f) the dissolution or liquidation of the Company other than as set forth in this Agreement; and

(g) any approval by the Company of any assignment or other transfer, whether voluntarily, involuntarily or by operation of law, by any person of such person’s rights, obligations or duties under any agreement between such person and the Company, consent to which by the Initial Member may be given or withheld in the sole and absolute discretion of the Initial Member.

12.05 Officers.

(a) The Manager may appoint officers of the Company at any time. The officers of the Company, if deemed necessary by the Manager may include a president, one or more vice presidents, secretary and one or more assistant secretaries, and chief financial officer (and one or more assistant treasurers). Any individual may hold any number of offices. The officers shall exercise such powers and perform such duties as specified in this Agreement and as shall be determined from time to time by the Manager.

(b) Subject to the rights, if any, of an officer under a contract of employment, any officer may be removed, either with or without cause, by the Manager at any time. Any officer may resign at any time by giving written notice to the Company. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice; and, unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the Company under any contract to which the officer is a party. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in this Agreement for regular appointments to that office.

(c) The president shall be the chief executive officer of the Company, and shall, subject to the control of the Manager, have general and active management of the business of the Company and shall see that all orders and resolutions of the Manager are carried into effect. The president shall have the general powers and duties of management usually vested in the office of president of a corporation, and shall have such other powers and duties as may be prescribed by a Manager or this Agreement. The president shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the Company, except where required or permitted by law to be otherwise signed and executed, and except where the signing and execution thereof shall be expressly delegated by the Manager to some other officer or agent of the Company.

(d) The vice-president, or if there shall be more than one, the vice presidents in the order determined by the Manager, shall, in the absence or disability of the president, perform the duties and exercise the powers of the president and shall perform such other duties and have such other powers as the Manager may from time to time prescribe.

(e) The secretary shall attend all meetings of the Members, and shall record all the proceedings of the meeting in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The secretary shall give or cause to be given, notice of all meetings of the Members and shall perform such other duties as may be prescribed by the Manager. The secretary shall have custody of the seal, if any, of the Company and the Secretary shall have authority to affix the same to any instrument requiring it, and when so affixed, it may he attested by his or her signature. The secretary shall keep, or cause to be kept at the principal executive office or at the office of the Company’s transfer agent or registrar, as determined by the Manager, all documents described in Section 11.01 and such other documents as may be required under the Act. The secretary shall perform such other duties and have such other authority as may be prescribed elsewhere in this Agreement or from time to time by the Manager. The secretary shall have the general duties, powers and responsibilities of a secretary of a corporation.

(f) The chief financial officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the Company, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, Capital Accounts and Company Interests. The chief financial

officer shall have the custody of the funds and securities of the Company, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company, and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Manager. The chief financial officer shall disburse the funds of the Company as may be ordered by the Manager. The chief financial officer shall perform such other duties and shall have such other responsibility and authority as may be prescribed elsewhere in this Agreement from time to time by the Manager. The chief financial officer shall have the general duties, powers and responsibilities of a chief financial officer of a corporation, and shall be the chief financial and accounting officer of the Company.

ARTICLE XIII

RIGHTS, POWERS AND VOTING RIGHTS OF THE MEMBERS

13.01 Request for Vote. In the event there is more than one Member, any Member holding in the aggregate a Company Interest which equals or exceeds five percent (5%) may call a meeting of the Members for a vote, or may call for a vote without a meeting. In either event, such Member shall establish a date for the meeting on which votes shall be counted and shall mail by first class mail a notice to all Members of the time and place of the Company meeting, if called, and the general nature of the business to be transacted, or if no such meeting has been called, of the matter or matters to be voted and the date which the votes will be counted.

13.02 Procedures. In the event there is more than one Member, each Member shall be entitled to cast one vote for each full Unit held of record by such Member: (i) at a meeting, in person, by written proxy or by a signed writing directing the manner in which he desires that his vote be cast, which writing must be received by the Company prior to such meeting, or (ii) without a meeting, by a signed writing directing the manner in which he desires that his vote be cast, which writing must be received by the Company prior to the date on which the votes of Members are to be counted. Only the votes of Members of record on the notice date, whether at a meeting or otherwise, shall be counted.

13.03 Action By Consent. Notwithstanding anything to the contrary contained in this Article XIII, any action or approval required or permitted by this Agreement to be taken or given by the Initial Member or at any meeting of Members (whether by vote or consent), may be taken or given without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken or approval so given, shall be signed by the Initial Member, or if there is more than one Member, by Members owning Company Interests having not less than the minimum number of votes that would be necessary to authorize or take such action or give such approval at a meeting at which all Members entitled to vote thereon were present and voted. Prompt notice of the taking of any action or the giving of any approval without a meeting by less than unanimous written consent shall be given to those Members who have not consented in writing.

ARTICLE XIV

DISSOLUTION OF THE COMPANY

14.01 Termination of Membership. No Member shall resign from the Company, or take any voluntary action to commence bankruptcy proceedings or dissolve itself. The bankruptcy of a Member shall not be considered a withdrawal by such Member from the Company and such Member shall continue to be a Member of the Company. If any Member ceases to be a Member or any reason, the business of the Company shall be continued by the remaining Members, provided, however, if there are no remaining Members, the successor in interest to the last remaining Member may elect to continue the business.

14.02 Events of Dissolution or Liquidation. The Company shall be dissolved upon the happening of any of the following events:

(a) The failure of the successor-in-interest to the last remaining Member to continue the Company in accordance with the provisions of Section 14.01 hereof after the termination of such Member's membership;

(b) The sale, exchange, or other disposition or transfer of all or substantially all of the assets of the Company;

(c) Upon the unanimous consent of the Members; or

(d) Subject to any provision of this Agreement that limits or prevents dissolution, the happening of any event that, under the Act caused the dissolution of a limited liability company.

14.03 Liquidation. Upon dissolution of the Company for any reason, the Company shall immediately commence to windup its affairs. A reasonable period of time shall be allowed for the orderly termination of the Company business, discharge of its liabilities and distribution or liquidation of the remaining assets so as to enable the Company to minimize the normal losses attendant to the liquidation process. A full accounting of the assets and liabilities of the Company shall be taken and a statement thereof shall be furnished to each Member within thirty (30) days after the dissolution. Such accounting and statements shall be prepared under the direction of the Member or, by a liquidating trustee selected by unanimous consent of the Members. The Company property and assets and/or the proceeds from the liquidation thereof shall be applied in the following order of priority:

(a) First, payment of the debts and liabilities of the Company, in the order of priority provided by law (including any loans by the Members to the Company) and payment of the expenses of liquidation;

(b) Second, setting up of such reserves as the Manager or liquidating trustee may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company or any obligation or liability not then due and payable; provided, however, that any such reserve shall be paid over by the Manager or liquidating trustee to an escrow agent, to be held by such escrow agent for the purpose of disbursing such reserves in payment of such

liabilities, and, at the expiration of such escrow period as the Manager or liquidating trustee shall deem advisable but not to exceed one calendar year, to distribute the balance thereafter remaining in the manner hereinafter provided; and

(c) Third, to the Members in accordance with the provisions of Section 7.01.

14.04 Certificate of Cancellation. As soon as possible (but in no event later than 90 days) following the completion of the winding up of the Company; the Manager (or any other appropriate representative of the Company) shall execute a certificate of cancellation in the form prescribed by the Act and shall file the same with the office of the Secretary of State of the State of Indiana.

ARTICLE XV

MISCELLANEOUS

15.01 Severability. If any term or provision of this Agreement is held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of the remainder of this Agreement.

15.02 General. This Agreement: (i) shall be binding on the executors, administrators, estates, heirs and legal successors of the Members and Manager; (ii) be governed by and construed in accordance with the laws of the State of Indiana (without regard to principles of conflict of laws); (iii) may be executed in more than one counterpart as of the day and year first above written; and (iv) contains the entire limited liability company agreement with respect to the Company. The waiver of any of the provisions, terms or conditions contained in this Agreement shall not be considered as a waiver of any of the other provisions, terms or conditions hereof.

15.03 Notices, Etc. All notices and other communications required or permitted hereunder shall be in writing and shall be deemed effectively given upon personal delivery, confirmation of telex or telecopy, or upon the fifth day following mailing by registered mail, postage prepaid, addressed (a) if to any Member at such addresses as set forth on the records of the Company, or at such other address as any Member shall have furnished to the Company in writing, (b) if to the Company or the Manager, at 20400 Stevens Creek Blvd., Suite 600, Cupertino, California 95014.

15.04 Amendment. This Agreement may only be modified or amended if approved by all of the Members.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned has adopted this Operating Agreement as of the day and year first set forth above.

MEMBER:

NATIONAL SPECIALTY CLINICS, INC.
a Delaware corporation

By: /s/ Kevin Hogge
Kevin Hogge
Chief Financial Officer

ACKNOWLEDGED AND AGREED:

MANAGER:

CRC HEALTH MANAGEMENT, INC.,
a Delaware corporation

By: /s/ Kevin Hogge
Kevin Hogge
Chief Financial Officer

EXHIBIT A

MEMBERS

Member	Member's Company Interest	Number of Units	Certificate Number
National Specialty Clinics, Inc.	100%	100	1

Indiana Secretary of State
Packet: 1994060726
Filing Date: 07/30/2009
Effective Date: 07/31/2009

INDIANA SECRETARY OF STATE
RECEIVED

2009 JUL 30 AM 11:31

TODD ROKITA
SECRETARY OF STATE
CORPORATE DIVISION
302 W. Washington Street, Rm. E018
Indianapolis, IN 46204
Telephone: (317) 232-6576

ARTICLES OF ENTITY CONVERSION:
Conversion of a Corporation into a Limited Liability Company
State Form 51578 (1-04)
Approved by State Board of Accounts, 2004

Indiana Code 23-1-18-3
FILING FEE: $30.00

INSTRUCTIONS: Use 8 ½" x 11" white paper for attachments.
Present original and one copy to the address in upper right corner of this form.
Please TYPE or PRINT.
Please visit our office on the web at www.sos.in.gov.

ARTICLES OF CONVERSION
OF

EVANSVILLE TREATMENT CENTER, INC.
(hereinafter "Non-surviving Corporation")

APPROVED AND FILED
Todd Rokita
IND. SECRETARY OF STATE

INTO

EVANSVILLE TREATMENT CENTER, LLC
(hereinafter "Surviving LLC")

ARTICLE I: PLAN OF ENTITY CONVERSION

a. Please set forth the Plan of Conversion, containing such information as required by *Indiana Code 23-1-38.5-11* and *Indiana Code 23-1-38.5-12*, attach herewith, and designate it as "Exhibit A."
The following is basic information that must be included in the Plan of Entity Conversion: *(please refer to Indiana Code 23-1-38.5-12 for a more complete listing of requirements before submitting the plan).*
- A statement of the type of business entity that Surviving LLC will be and, if it will be a foreign non-corporation, its jurisdiction of organization;
- The terms and conditions of the conversion;
- The manner and basis of converting the shares of Non-surviving Corporation into the interests, securities, obligations, rights to acquire interests or other securities of Surviving LLC following its conversion; and
- The full text, as in effect immediately after the consummation of the conversion, of the organic document (if any) of Surviving LLC.
- If, as a result of the conversion, one or more shareholders of Non-surviving Corporation would be subject to owner liability for debts, obligations, or liabilities of any other person or entity, those shareholders must consent in writing to such liabilities in order for the Plan of Merger to be valid.

b. Please read and sign the following statement.
I hereby affirm under penalty of perjury that the plan of conversion is in accordance with the Articles of Incorporation or bylaws of Non-surviving Corporation and is duly authorized by the shareholders of Non-surviving Corporation as required by the laws of the State of Indiana.

Signature Pamela B Burke Printed Name PAMELA B. BURKE Title Secretary

ARTICLE II: NAME AND DATE OF INCORPORATION OF NON-SURVIVING CORPORATION

a. The name of Non-surviving Corporation immediately before filing these Articles of Entity Conversion is the following:

EVANSVILLE TREATMENT CENTER, INC.

b. The date on which Non-surviving Corporation was incorporated in the State of Indiana is the following: June 13, 1994

ARTICLE III: NAME AND PRINCIPAL OFFICE OF SURVIVING LLC

a. The name of Surviving LLC is the following:

EVANSVILLE TREATMENT CENTER, LLC

- (Please note pursuant to *Indiana Code 23-18-2-6*, this name must include the words "Limited Liability Company", "L.L.C.", or "LLC").
- (If Surviving LLC is a foreign LLC, then its name must adhere to the laws of the state in which it is domiciled).

b. The address of Surviving LLC's Principal Office is the following:

Street Address	City	State	Zip Code
20400 STEVENS CREEK BLVD., SUITE 600	CUPERTINO	CA	95014

Indiana Secretary of State
Packet: 1994060726
Filing Date: 07/30/2009
Effective Date: 07/31/2009

ARTICLE IV: REGISTERED OFFICE AND AGENT OF SURVIVING LLC

Registered Agent: The name and street address of Surviving LLC's Registered Agent and Registered Office for service of process are the following:

Name of Registered Agent: NATIONAL REGISTERED AGENTS, INC.

Address of Registered Office (street or building)	City		Zip Code
320 N. MERIDIAN ST.	INDIANAPOLIS	Indiana	46204

ARTICLE V – JURISDICTION OF SURVIVING LLC AND CHARTER SURRENDER OF NON-SURVIVING CORPORATION

SECTION 1: JURISDICTION

Please state the jurisdiction in which Surviving LLC will be organized and governed. INDIANA

SECTION 2: CHARTER SURRENDER *((Please complete this section only if Surviving LLC is organized outside of Indiana).*

If the jurisdiction stated above is not Indiana, please set forth the Articles of Charter Surrender for the Non-surviving Corporation and attach herewith as "Exhibit B."

Pursuant to *Indiana Code* 23-1-38.5-14, the Articles of Charter Surrender must include:

1. The name of Non-surviving Corporation;
2. A statement that the Articles of Charter Surrender are being filed in connection with the conversion of Non-surviving Corporation into an LLC that will be organized in a jurisdiction other than the State of Indiana;
3. A signed statement under penalty of perjury that the conversion was duly approved by the shareholders of Non-surviving Corporation in a manner required by Indiana Law and consistent with the Articles of Incorporation or the bylaws of Non-surviving Corporation;
4. The jurisdiction under which the Surviving LLC will be organized; and
5. The address of Surviving LLC's executive office.

ARTICLE VI: DISSOLUTION OF SURVIVING LLC

Please indicate when dissolution will take place in Surviving LLC:

☐ The latest date upon which Surviving LLC is to dissolve is _____, OR

☒ Surviving LLC is perpetual until dissolution.

ARTICLE VII: MANAGEMENT OF SURVIVING LLC

Surviving LLC will be managed by: ☐ The members of Surviving LLC, OR ☒ A manager or managers

---

In Witness Whereof, the undersigned being an officer or other duly authorized representative of Non-surviving Corporation executes these Articles of Entity Conversion and verifies, subject to penalties of perjury, that the statements contained herein are true,

this 31st day of July, 20 09.

Signature: Pamela B. Burke

Printed Name: Pamela B. Burke

Title: Secretary

Indiana Secretary of State
Packet: 1994060726
Filing Date: 07/30/2009
Effective Date: 07/31/2009

Exhibit A

PLAN OF ENTITY CONVERSION OF
Evansville Treatment Center, Inc.

In accordance with Sections 23-1-38.5-11 and 23-1-38.5-12 of the Indiana Code (the "Code"), Evansville Treatment Center, Inc., an Indiana corporation (the "Corporation"), hereby adopts the following Plan of Entity Conversion.

1. Conversion. In accordance with the Code, the Corporation shall be converted (the "Conversion") into Evansville Treatment Center, LLC, an Indiana limited liability company (the "LLC").

2. Conversion of Stock. One hundred percent (100%) of the validly issued, fully paid and nonassessable shares of common stock of the Corporation that were issued and outstanding immediately prior to the date of the Conversion shall be converted into such number of membership interests as required to represent one hundred percent (100%) of the membership interests of the LLC immediately following the Conversion.

3. Effective Date. The Conversion shall be effective as of July 31, 2009.

4. Articles of Organization. The Articles of Organization, a copy of which are attached hereto as Exhibit I, shall be the Articles of Organization of the LLC as in effect immediately after consummation of the Conversion.

5. Effect of Conversion. Following the Conversion, the LLC shall be, for all purposes, the same entity that existed before the Conversion.

Indiana Secretary of State
Packet: 1994060726
Filing Date: 07/30/2009
Effective Date: 07/31/2009

EXHIBIT I – ARTICLES OF ORGANIZATION

Indiana Secretary of State
Packet: 1994060726
Filing Date: 07/30/2009
Effective Date: 07/31/2009

INDIANA SECRETARY OF STATE
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TODD ROKITA
SECRETARY OF STATE
CORPORATIONS DIVISION
302 W. Washington St., Rm.E 018
Indianapolis, IN 46204
Telephone: (317) 232-6576

ARTICLES OF ORGANIZATION

State Form 49439 (R / 1 -03)
Approved by State Board of Accounts 1999

INSTRUCTIONS: *Use 8 1/2" x 11" white paper for attachments.*
Present original and one (1) copy to the address in upper right corner of this form.
Please TYPE or PRINT.
Please visit our office on the web at www.sos.in.gov.

Indiana Code 23-18-2-4
FILING FEE: $80.00

ARTICLES OF ORGANIZATION

The undersigned, desiring to form a Limited Liability Company *(hereinafter referred to as "LLC")* pursuant to the provisions of:

Indiana Business Flexibility Act, Indiana Code 23-18-1-1, et seq. as amended, executes the following Articles of Organization:

ARTICLE I - NAME AND PRINCIPAL OFFICE

Name of LLC *(the name must include the words "Limited Liability Company", "L.L.C.", or "LLC")*
EVANSVILLE TREATMENT CENTER, LLC

Principal Office: The address of the principal office oft he LLC is: *(optional)*

Post office address	City	State	ZIP code
20400 Stevens Creek Blvd., Suite 600	Cupertino	CA	95014

ARTICLE II - REGISTERED OFFICE AND AGENT

Registered Agent: The name and street address oft he LLC's Registered Agent and Registered Office for service of process are:

Name oft R egistered Agent: NATIONAL REGISTERED AGENTS, INC.

Address of Registered Office *(street or building)*	City		ZIP code
320 N. MERIDIAN STREET	INDIANAPOLIS	Indiana	46204

ARTICLE III - DISSOLUTION

☐ The latestd ate upon which the LLC is to dissolve: _____

☑ The Limited Liability Company is perpetual until dissolution.

ARTICLE IV - MANAGEMENT

☐ The Limited Liability Company will be managed by its members.

☑ The Limited Liability Company will be managed by a manager or managers.

In Witness Whereof, the undersigned executes these Articles of Organization and verifies, subject to penalties of perjury, that the statements contained herein are true,

this _____ day of July, 2009,

Signature	Printed name
Pamela B. Burke	Pamela B. Burke

This instrument was prepared by: *(name)* Pamela B. Burke

Address *(number, street, city and state)*	ZIP code
20400 Stevens Creek Blvd., Suite 600, Cupertino, CA	95014

Indiana Secretary of State
Packet: 1994060726
Filing Date: 07/30/2009
Effective Date: 07/31/2009

State of Indiana
Office of the Secretary of State

CERTIFICATE OF AMENDMENT

of

EVANSVILLE TREATMENT CENTER INC.

I, TODD ROKITA, Secretary of State of Indiana, hereby certify that Articles of Amendment of the above For-Profit Domestic Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Corporation Law.

The name following said transaction will be:

EVANSVILLE TREATMENT CENTER, LLC

NOW, THEREFORE, with this document I certify that said transaction will become effective Friday, July 31, 2009.

In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, July 30, 2009.

/s/ Todd Rokita

TODD ROKITA,
SECRETARY OF STATE

(Seal)

1994060726 / 2009073126452

OPERATING AGREEMENT

OF

Evansville Treatment Center, LLC

A Indiana Limited Liability Company

July 31, 2009

TABLE OF CONTENTS

TABLE OF CONTENTS
(continued)

OPERATING AGREEMENT
OF

Evansville Treatment Center, LLC
A Indiana Limited Liability Company

This Operating Agreement (this "**Agreement**") of **Evansville Treatment Center, LLC** (the "**Company**") is made and entered into pursuant to Indiana Code Article 18 (the "**Act**") and shall be effective as of July 31, 2009, by NATIONAL SPECIALTY CLINICS, INC., a Delaware corporation ("**NSC**"), as the sole member.

ARTICLE I

DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings set forth below in this Article I. The singular when used in this Agreement shall also refer to the plural, and vice versa, as appropriate. All terms used in this Agreement which are not defined in this Article I shall have the meanings set forth elsewhere in this Agreement.

"**Act**" shall mean the Indiana Code, Article 18.

"**Affiliate**" shall mean, with respect to any Member: (a) any person directly or indirectly owning, controlling or holding with power to vote 10% or more of the outstanding voting securities of such Member; (b) any Person 10% or more of whose outstanding voting securities are directly or indirectly owned, controlled or held with power to vote by such Member; (c) any partnership or limited liability company of which such Member or any other Person described in clause (a) or clause (b) of this definition is a general or managing partner, or a manager, as the case may be; and (d) any officer, director or partner in such Member.

"**Agreed Value**" means the fair market value of property as determined by the Members using such reasonable methods of valuation as they deem appropriate.

"**Assignee**" shall mean a person who has acquired a beneficial interest in a Company Interest in accordance with the provisions of Article VIII hereof, but who is not a Member.

"**Book Depreciation**" means the depreciation, cost recovery or amortization of assets allowable to the Company with respect to an asset for any period, except that if the Book Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such period, Book Depreciation shall be an amount which bears the same ratio to such beginning Book Value as federal income tax depreciation, amortization, or other cost recovery deduction for such period bears to such beginning adjusted basis.

"**Book Gain**" or "**Book Loss**" means the gain or loss that would be recognized by the Company for federal income tax purposes as a result of sales or exchanges of its assets if its tax basis in such assets were equal to the Book Value of such assets.

"**Book Value**" means (a) as to property contributed to the Company, its Agreed Value, and (b) as to all other Company property, its adjusted basis for federal income tax purposes as reflected on the books of the Company. The Book Value of all Company assets shall be adjusted to equal their respective Agreed Values, as determined by the Members, as of the following times: (a) the acquisition of an additional interest in the Company by any new or existing Member in exchange for more than a de minimis Capital Contribution; (b) the distribution by the Company to a Member of more than a de minimis amount of Company property, unless all Members receive simultaneous distributions of undivided interests in the distributed property in proportion to their Interest in the Company; and (c) the termination of the Company for federal income tax purposes pursuant to Code Section 708(b)(1)(B). The Book Value of all assets shall be adjusted by the Book Depreciation taken into account with respect to such asset.

"**Capital Account**" means an individual capital account maintained for each Member in accordance with Treasury Regulation Section 1.704-1(b) adopted pursuant to Section 704(b) of the Code.

"**Capital Contributions**" shall mean the amount of cash or Book Value of property a Member contributes to the capital of the Company.

"**Certificate**" shall mean the certificate of formation of the Company which is required to be filed pursuant to the Act.

"**Code**" shall mean the Internal Revenue Code of 1986, as amended from time to time, and the corresponding provisions of any future Federal tax law and, to the extent applicable, the Regulations.

"**Company Interest,**" as of any date, shall mean, with respect to any Member, the percentage ownership interest of such Member in the Company as of such date, including all of its rights and obligations under the Act and this Agreement. Each Member's Company Interest shall be represented by the number of Units set forth on Exhibit A attached hereto.

"**Distributions**" means all cash and the Book Value of other property distributed to NSC arising from its Company Interest.

"**Fiscal Year**" shall mean the fiscal year of the Company which shall be the calendar year.

"**Initial Member**" shall mean NSC.

"**Manager**" shall mean initially CRC Health Management, Inc., a Delaware corporation, or such other Person as the Member may later appoint.

"**Member**" shall mean the Initial Member and any other Person that acquires a Company Interest and is admitted to the Company as a member in accordance with the terms of this Agreement.

"**Net Income**" or "**Net Loss**" shall mean, with respect to any fiscal period, the gross income, gains and losses of the Company, for such period, less all deductible costs, expenses and depreciation and amortization allowances of the Company for such period, as determined for

federal income tax purposes, with the following adjustments: (a) any income of the Company that is exempt from federal income tax and is not otherwise taken into account in computing Net Income or Net Loss pursuant to this definition shall be added to such taxable income or loss; (b) any expenditures of the Company not deductible in computing taxable income or loss, not properly chargeable to capital account and not otherwise taken into account in computing Net Income or Net Loss pursuant to this definition shall be subtracted from such taxable income or loss; (c) if the Book Value of any asset differs from its adjusted basis for federal income tax purposes at the beginning of such period, the depreciation and amortization allowances to be deducted from gross income with respect to such asset shall be Book Depreciation; and (d) Book Gain or Book Loss shall be used instead of taxable gain or loss. If such amount shall be greater than zero, it shall be known as a "**Net Income**" and if such amount shall be less than zero, it shall be known as "**Net Loss**."

"**Person**" shall mean an individual, partnership, joint venture, association, corporation, trust, estate, limited liability company, limited liability partnership or any other legal entity.

"**Regulations**" shall mean the regulations, including temporary regulations promulgated under the Code, as such regulations may be amended from time to time (including the corresponding provisions of any future regulations).

"**Units**" shall mean the number of units representing the Company Interest held by a Member. Each Unit shall represent 1% of the total outstanding Company Interest.

ARTICLE II

CONTINUATION AND PURPOSE

2.01 Formation. The Initial Member hereby organizes a limited liability company pursuant to the Act. The rights and liabilities of the Members shall be determined pursuant to the Act and this Agreement. To the extent that the rights or obligations of the Members are different by reason of any provision of this Agreement than they would be in the absence of such provision, this Agreement shall, to the extent permitted by the Act, control. Simultaneously with the execution and delivery of this Agreement, NSC shall be admitted as the sole member of the Company.

2.02 Limited Liability Company Agreement. This Agreement shall constitute the "limited liability company agreement" of the Company within the meaning of the Act for all purposes including, without limitation, so long as there is only one Member, for classification of the Company as a "domestic eligible entity" that is disregarded as an entity separate from its owner for federal and all relevant state income tax purposes.

2.03 Name. The name of the Company is **Evansville Treatment Center, LLC**

2.04 Principal Office. The registered office required to be maintained by the Company in the state of Indiana pursuant to the Act shall initially be located at c/o National Registered Agents, Inc. 320 N. Meridian St., Indianapolis, Indiana 46204. The registered agent shall initially be National Registered Agents, Inc. 320 N. Meridian St., Indianapolis, Indiana 46204. The principal executive office of the Company shall be at 20400 Stevens Creek Blvd., Suite 600, Cupertino, California 95014.

2.05 Term. The term of the Company commenced on the date of filing of the Certificate with the Secretary of State of Indiana, and shall continue unless terminated as hereinafter provided.

2.06 Purposes of Company. The Company is permitted to engage in any lawful acts or activities and to exercise any powers permitted to limited liability companies under the laws of the State of Indiana.

2.07 Certificate. The Manager shall cause the Certificate to be filed or recorded in any other public office where filing or recording is required.

2.08 Address of the Initial Member. The address of the Initial Member is 20400 Stevens Creek Blvd., Suite 600, Cupertino, California 95014.

2.09 Foreign Qualification. The Manager shall take all necessary actions to cause the Company to be qualified to conduct business legally in any jurisdictions where the nature of the Company's business requires such qualification.

ARTICLE III

MEMBERS' CAPITAL

3.01 Capital Contribution. The Members shall be obligated to make only such capital contributions to the Company as the Members shall agree to in writing. The Initial Member shall be credited with one hundred percent (100%) of the existing capital of the Company.

3.02 Additional Capital Contributions. The Members shall not be required to contribute additional capital to the Company. The Members shall not be obligated to restore any deficit balance in their Capital Accounts.

ARTICLE IV

STATUS OF MEMBERS AND MANAGER

4.01 Limited Liability. Neither the Members nor the Manager shall be bound by or personally liable for, the expenses, liabilities or obligations of the Company. Except as required by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and neither the Members nor the Manager shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member or acting as the Manager of the Company. The Members shall be liable to the Company for the capital contributions specified in Section 3.01 and as may otherwise be required pursuant to the Act. Neither the Members nor the Manager shall be liable for any debts, obligations and liabilities, whether arising in contract, tort or otherwise, of any other Member or any Manager of the Company. The Members shall not be required to loan the Company any funds.

4.02 Return of Distributions of Capital. A Member may, under certain circumstances, be required by law to return to the Company for the benefit of the Company's creditors, amounts previously distributed. No Member shall be obligated to pay those distributions to or for the account of the Company or any creditor of the Company. However, if any court of competent jurisdiction holds that, notwithstanding the provisions of this Agreement, any Member is obligated to return or pay over any part of those distributions, it shall be the obligation of such Member. Any payment returned to the Company or made directly by a Member to a creditor of the Company shall be deemed a Capital Contribution by such Member.

4.03 Reliance by Third Parties. Persons dealing with the Company are entitled to rely conclusively upon the power and authority of the Manager as set forth in this Agreement.

ARTICLE V

COMPENSATION TO THE MEMBERS AND MANAGER

Neither the Members nor the Manager shall receive any compensation directly or indirectly in connection with the formation, operation, and dissolution of the Company except as expressly specified in this Agreement.

ARTICLE VI

COMPANY EXPENSES

6.01 Reimbursement. The Company shall reimburse the Members for all out-of-pocket costs and expenses reasonably incurred by it in connection with the operation and funding of the Company, including any legal fees and expenses.

6.02 Operating Expenses. The Company shall pay the operating expenses of the Company which may include, but are not limited to: (i) all reasonable salaries, compensation and fringe benefits of personnel employed by the Company and involved in the business of the Company; (ii) all costs of funds borrowed by the Company and all taxes and other assessments on the Company's assets and other taxes applicable to the Company; (iii) reasonable legal, audit and accounting fees; (iv) the cost of insurance as required in connection with the business of the Company; (v) reasonable expenses of revising, amending, or modifying this Agreement or terminating the Company; (vi) reasonable expenses in connection with distributions made by the Company, and communications necessary in maintaining relations with Members and outside parties, (vii) reasonable expenses in connection with preparing and mailing reports required to be furnished to Members for investor, tax reporting or other purposes, or other reports to Members; (viii) reasonable costs incurred in connection with any litigation in which the Company is involved, as well as any examination, investigation or other proceedings conducted by any regulatory agency with jurisdiction over the Company, including legal and accounting fees incurred in connection therewith; (ix) property management fees; and (x) reasonable expenses of professionals employed by the Company in connection with any of the foregoing, including attorneys, accountants and appraisers.

ARTICLE VII

ALLOCATION OF INCOME AND LOSS; DISTRIBUTIONS

7.01 Distributions. All Distributions shall be paid to the Initial Member. If there is more than one Member, the Members shall amend this Section 7.01 to reflect the Members' agreement regarding payment of Distributions.

7.02 Allocations of Net Income and Net Losses. Net Income and Net Losses of the Company for each Fiscal Year shall be allocated 100% to the Initial Member. If there is more than one Member, the Members shall amend this Section 7.02 to reflect the Members' agreement regarding allocation of Net Income and Net Losses of the Company.

ARTICLE VIII

ASSIGNMENT OF COMPANY INTERESTS

8.01 Assignment. A Member may assign (whether by sale, exchange, gift contribution, distribution or other transfer, including a pledge or other assignment for security purposes) all or any part of its Company Interest.

8.02 Assignee. Provided the provisions of this Article VIII have been complied with, an Assignee shall be entitled to receive distributions of cash or other property, and allocations of Net Income and Net Losses, from the Company attributable to the assigned Company Interests from and after the effective date of the assignment in accordance with Article VII, but an Assignee shall have no other rights of a Member herein, such as rights to any information, an accounting, inspection of books or records or voting as a Member on matters set forth herein or by law, until such Assignee is admitted as a Member pursuant to the provisions of Article X; except that an Assignee shall have the right solely to receive a copy of the annual financial statements required herein to be provided the Members. The Company shall be entitled to treat the assignor as the absolute owner of the Company Interests in all respects, and shall incur no liability for distributions, allocations of Net Income or Net Losses, or transmittal of reports and notices required to be given to Members which are made in good faith to the assignor until the effective date of the assignment, or, in the case of the transmittal of reports (other than the financial statements referred to above) or notices, until the Assignee is so admitted as a substitute Member. The effective date of an assignment shall be the first day of the calendar month following the month in which the Member has received an executed instrument of assignment in compliance with this Article VIII or the first day of a later month if specified in the executed instrument of assignment. The Assignee shall be deemed an Assignee on the effective date, and shall be only entitled to distributions, Net Income or Net Losses attributable to the period after the effective date of assignment. Each Assignee will inherit the balance of the Capital Account, as of the effective date of Assignment, of the Assignor with respect to the Company Interest transferred.

8.03 Collateral Assignment. Notwithstanding anything to the contrary in the foregoing Section 8.02 and to the extent permitted by the Act, in the event a Member pledges its Company Interest or its Units, or assigns its Company Interests or its Units for security purposes, or

otherwise encumbers its Company Interest or its Units, to a Member's lenders that provide financing to such Member (the "**Lenders**"), (i) such Member may physically deliver the certificate or certificates representing its Units to its Lenders; (ii) the provisions of Article X shall not apply to the admission of any such Lender as a Member upon the exercise by such Lender of any rights and remedies under any of the Member's agreements with such Lender; (iii) such Lender shall be entitled to become a member of the Company and otherwise effect the transfer of the assigning Member's Company Interest and Units to such Lender or such other Person as Lender may select consistent with the terms of the Member's agreements with such Lender upon the exercise by such Lender of any rights and remedies under any of the Member's agreements with such Lender, and such Lender or other Person may thereafter exercise all rights and other entitlements of membership in the Company pertaining thereto, in all cases without being required to comply with the provisions of Article X or to make any required Capital Contributions; and (iv) such Lenders or other Persons to whom the Company Interest or Units are transferred by Lender shall be deemed Members without further action upon the effectiveness of such transfer.

8.04 Other Consents and Requirements. Any assignment, sale, transfer, exchange or other disposition of any Company Interest in the Company or the Units must be in compliance with any requirements imposed by any state securities administrator having jurisdiction over the assignment, sale, transfer, exchange or other disposition of the Company Interest or the Units, and the United States Securities and Exchange Commission.

ARTICLE IX

ISSUANCE OF UNIT CERTIFICATES

9.01 Unit Certificates. Each Member shall be issued a certificate or certificates for Units to denominate such Member's Company Interest. The names of each Member and the number of Units held by such Member, together with the certificate number of each Unit certificate issued to such Member shall be set forth on Exhibit A attached hereto. All certificates shall be signed in the name of the Company by the President and the Chief Financial Officer or Secretary of the Manager, certifying the number of Units owned by the Unit holder. Any or all of the signatures on a certificate may be by facsimile signature.

9.02 Restrictive Legend. In order to reflect the restrictions on disposition of the Units as set forth in this Agreement, the certificates for the Units will be endorsed with a restrictive legend, including without limitation one or both of the following:

"THE UNITS REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY STATE SECURITIES LAWS, AND MAY BE OFFERED AND SOLD ONLY IF SO REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE. THE HOLDER OF THESE UNITS MAY BE REQUIRED TO DELIVER TO THE COMPANY, IF THE COMPANY SO REQUESTS, AN OPINION OF COUNSEL (REASONABLY SATISFACTORY IN FORM AND SUBSTANCE TO THE COMPANY) TO THE EFFECT THAT AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT

(OR QUALIFICATION UNDER STATE SECURITIES LAWS) IS AVAILABLE WITH RESPECT TO ANY TRANSFER OF THESE UNITS THAT HAS NOT BEEN SO REGISTERED (OR QUALIFIED).

THE COMPANY WILL FURNISH WITHOUT CHARGE TO EACH HOLDER WHO SO REQUESTS THE POWERS, DESIGNATIONS, PREFERENCES AND RELATIVE RIGHTS OF THE UNITS. THE UNITS EVIDENCED HEREBY ARE SUBJECT TO AN OPERATING AGREEMENT (A COPY OF WHICH MAY BE OBTAINED UPON WRITTEN REQUEST FROM THE COMPANY). FOR ALL PURPOSES, THIS CERTIFICATE AND THE UNITS IT REPRESENTS SHALL BE DEEMED A SECURITY OR SECURITIES GOVERNED BY ARTICLE VIII OF THE UNIFORM COMMERCIAL CODE."

9.03 Additional Legends. If required by the authorities of any state in connection with the issuance of the Units, the legend or legends required by such state authorities shall also be endorsed on all such certificates.

9.04 Lost Certificates. Except as provided in this Section 9.04, no new certificate for Units shall be issued in lieu of an old certificate unless the latter is surrendered to the Company and canceled at the same time. The Company may, in case any Unit certificate or certificates is lost, stolen or destroyed, authorize the issuance of a new certificate in lieu thereof, upon such terms and conditions as the Company may require, including provision for indemnification of the Company sufficient to protect the Company against any claim that may be made against it, including any expense or liability, on account of the alleged loss, theft or destruction of such certificate or the issuance of such new certificate.

9.05 Uniform Commercial Code. For all purposes under this Agreement and any agreement between the Company and its lenders, all of the Company Interests in the Company and the Units issued by the Company representing the same shall be deemed a security or securities governed by Article VIII of the Uniform Commercial Code.

ARTICLE X

ADMISSION OF ASSIGNEE AS MEMBER

10.01 Requirements. An Assignee may not become a Member unless all of the following conditions are first satisfied:

(a) A duly executed and acknowledged written instrument of assignment is filed with the Company, specifying the Company Interest and the Units being assigned and setting forth the intention of the Assignor that the Assignee succeed to Assignor's interest as a substitute Member;

(b) The Assignor and Assignee shall execute and acknowledge any other instruments that the Company deems necessary or desirable for substitution, including the written acceptance and adoption by the Assignee of the provisions of this Agreement;

(c) The admission of the Assignee is approved by the Members;

(d) Payment of a transfer fee to the Company, sufficient to cover all reasonable expenses connected with the substitution; and

(e) Compliance with Article VIII of this Agreement.

10.02 Issuance of Unit Certificates to Assignees. An Assignee shall be issued a certificate or certificates for the Units it acquires upon satisfaction of the requirements set forth in Section 10.01 and compliance with the requirements of Section 9.04.

ARTICLE XI

BOOKS, RECORDS, ACCOUNTING AND REPORTS

11.01 Books and Records. The Company shall maintain at its principal office all of the following:

(a) A current list of the full name and last known business or residence address of each Member set forth in alphabetical order together with the Capital Contributions and Company Interest owned by each Member;

(b) A copy of the Certificate, this Agreement and any and all amendments to either thereof, together with executed copies of any powers of attorney pursuant to which any certificate or amendment has been executed;

(c) Copies of the Company's federal, state and local income tax or information returns and reports, if any, for the six most recent taxable years;

(d) The financial statements of the Company for the six most recent fiscal years;

(e) The Company books and records for at least the current and past three fiscal years.

11.02 Delivery to Members and Inspection.

(a) Upon the request of a Member, the Company shall promptly deliver to the requesting Member a copy of the information required to be maintained by Section 11.01, except for Section 11.01(e).

(b) Each Member, or his duly authorized representative, has the right, upon reasonable request, to each of the following:

(1) Inspect and copy during normal business hours any of the Company records; and

(2) Obtain from the Company, promptly after becoming available, a copy of the Company's federal, state and local income tax or information returns for each year.

(c) The Company shall send to each Member within eighty-five (85) days after the end of each Fiscal Year the information necessary for the Member to complete its federal and state income tax or information returns. The Company shall use its best efforts to send to each Member such information within seventy-five (75) days after the end of each Fiscal Year.

11.03 Annual Statements. The Company shall cause to be prepared for the Members at least annually, at Company expense financial statements of the Company. The financial statements will include a balance sheet, statements of income or loss, cash flows and Members' equity.

11.04 Bank Accounts. The Company shall maintain appropriate accounts at one or more financial institutions for all funds of the Company as determined by the Manager. Such accounts shall be used solely for the business of the Company. Withdrawals from such accounts shall be made only upon the signature of those persons authorized by the Manager.

11.05 Tax Returns. The Manager shall cause any federal, state or local income tax returns of the Company to be prepared and filed on behalf of the Company, and it shall cause copies of such returns to be furnished to each of the Members.

11.06 Disregarded Entity for Federal and State Income and Franchise Tax Purposes. The Initial Member intends that, so long as there is only one Member, the Company shall be treated as a "domestic eligible entity" that is disregarded as an entity separate from its owner (a "**Disregarded Entity**") for federal, state and local income and franchise tax purposes and shall take all reasonable action, including the amendment of this Agreement and the execution of other documents but without changing the economic relationships created by, or the essential terms of, this Agreement, as may be reasonably required to qualify for and receive treatment as a Disregarded Entity for federal income tax purposes.

ARTICLE XII

DESIGNATION OF RIGHTS, AUTHORITIES, POWERS, RESPONSIBILITIES, DUTIES AND LIMITATIONS OF THE MANAGER

12.01 Authority of Manager.

(a) The Manager shall have the exclusive authority to manage the operations and affairs of the Company, shall have the power on behalf and in the name of the Company to carry out any and all of the objects and purposes of the Company, and shall have all authority, rights, and powers conferred by law and those required or appropriate for the management of the Company business.

(b) The Members agree that all determinations decisions and actions made or taken by the Manager in accordance with this Agreement shall be conclusive and absolutely binding upon the Company, the Members and their respective successors, assigns and personal representatives.

12.02 Acts of Manger. The Manager is the agent of the Company for the purpose of its business, and the acts of the Manger in carrying on the usual business of the Company shall bind the Company, unless (1) the Manager has in fact no authority to act on behalf of the Company in the particular matter, and (2) the person with whom the Manager is dealing has knowledge of the fact that the Manager has no such authority.

12.03 Expenses. The Company will pay, or will reimburse the Manager for all costs and expenses incurred by the Manager in connection with the organization and operations of the Company.

12.04 Matters Requiring Consent. Notwithstanding any other provision of this Agreement to the contrary, actions or decisions with respect to any of the following matters shall require the prior written consent of the Initial Member:

(a) amendment of this Agreement, the Certificate or other organizational documents of the Company;

(b) the admission of additional Members to the Company;

(c) the voluntary bankruptcy or entering into receivership of the Company;

(d) the sale or exchange, or other disposition or transfer of all or substantially all of the assets of the Company;

(e) approval of any merger, consolidation, exchange or reclassification of interest or shares involving the Company, or any other form of reorganization or recapitalization involving the Company;

(f) the dissolution or liquidation of the Company other than as set forth in this Agreement; and

(g) any approval by the Company of any assignment or other transfer, whether voluntarily, involuntarily or by operation of law, by any person of such person’s rights, obligations or duties under any agreement between such person and the Company, consent to which by the Initial Member may be given or withheld in the sole and absolute discretion of the Initial Member.

12.05 Officers.

(a) The Manager may appoint officers of the Company at any time. The officers of the Company, if deemed necessary by the Manager may include a president, one or more vice presidents, secretary and one or more assistant secretaries, and chief financial officer (and one or more assistant treasurers). Any individual may hold any number of offices. The officers shall exercise such powers and perform such duties as specified in this Agreement and as shall be determined from time to time by the Manager.

(b) Subject to the rights, if any, of an officer under a contract of employment, any officer may be removed, either with or without cause, by the Manager at any time. Any officer may resign at any time by giving written notice to the Company. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice; and, unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the Company under any contract to which the officer is a party. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in this Agreement for regular appointments to that office.

(c) The president shall be the chief executive officer of the Company, and shall, subject to the control of the Manager, have general and active management of the business of the Company and shall see that all orders and resolutions of the Manager are carried into effect. The president shall have the general powers and duties of management usually vested in the office of president of a corporation, and shall have such other powers and duties as may be prescribed by a Manager or this Agreement. The president shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the Company, except where required or permitted by law to be otherwise signed and executed, and except where the signing and execution thereof shall be expressly delegated by the Manager to some other officer or agent of the Company.

(d) The vice-president, or if there shall be more than one, the vice-presidents in the order determined by the Manager, shall, in the absence or disability of the president, perform the duties and exercise the powers of the president and shall perform such other duties and have such other powers as the Manager may from time to time prescribe.

(e) The secretary shall attend all meetings of the Members, and shall record all the proceedings of the meeting in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The secretary shall give or cause to be given, notice of all meetings of the Members and shall perform such other duties as may be prescribed by the Manager. The secretary shall have custody of the seal, if any, of the Company and the Secretary shall have authority to affix the same to any instrument requiring it, and when so affixed, it may he attested by his or her signature. The secretary shall keep, or cause to be kept at the principal executive office or at the office of the Company’s transfer agent or registrar, as determined by the Manager, all documents described in Section 11.01 and such other documents as may be required under the Act. The secretary shall perform such other duties and have such other authority as may be prescribed elsewhere in this Agreement or from time to time by the Manager. The secretary shall have the general duties, powers and responsibilities of a secretary of a corporation.

(f) The chief financial officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the Company, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, Capital Accounts and Company Interests. The chief financial

officer shall have the custody of the funds and securities of the Company, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company, and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Manager. The chief financial officer shall disburse the funds of the Company as may be ordered by the Manager. The chief financial officer shall perform such other duties and shall have such other responsibility and authority as may be prescribed elsewhere in this Agreement from time to time by the Manager. The chief financial officer shall have the general duties, powers and responsibilities of a chief financial officer of a corporation, and shall be the chief financial and accounting officer of the Company.

ARTICLE XIII

RIGHTS, POWERS AND VOTING RIGHTS OF THE MEMBERS

13.01 Request for Vote. In the event there is more than one Member, any Member holding in the aggregate a Company Interest which equals or exceeds five percent (5%) may call a meeting of the Members for a vote, or may call for a vote without a meeting. In either event, such Member shall establish a date for the meeting on which votes shall be counted and shall mail by first class mail a notice to all Members of the time and place of the Company meeting, if called, and the general nature of the business to be transacted, or if no such meeting has been called, of the matter or matters to be voted and the date which the votes will be counted.

13.02 Procedures. In the event there is more than one Member, each Member shall be entitled to cast one vote for each full Unit held of record by such Member: (i) at a meeting, in person, by written proxy or by a signed writing directing the manner in which he desires that his vote be cast, which writing must be received by the Company prior to such meeting, or (ii) without a meeting, by a signed writing directing the manner in which he desires that his vote be cast, which writing must be received by the Company prior to the date on which the votes of Members are to be counted. Only the votes of Members of record on the notice date, whether at a meeting or otherwise, shall be counted.

13.03 Action By Consent. Notwithstanding anything to the contrary contained in this Article XIII, any action or approval required or permitted by this Agreement to be taken or given by the Initial Member or at any meeting of Members (whether by vote or consent), may be taken or given without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken or approval so given, shall be signed by the Initial Member, or if there is more than one Member, by Members owning Company Interests having not less than the minimum number of votes that would be necessary to authorize or take such action or give such approval at a meeting at which all Members entitled to vote thereon were present and voted. Prompt notice of the taking of any action or the giving of any approval without a meeting by less than unanimous written consent shall be given to those Members who have not consented in writing.

ARTICLE XIV

DISSOLUTION OF THE COMPANY

14.01 Termination of Membership. No Member shall resign from the Company, or take any voluntary action to commence bankruptcy proceedings or dissolve itself. The bankruptcy of a Member shall not be considered a withdrawal by such Member from the Company and such Member shall continue to be a Member of the Company. If any Member ceases to be a Member or any reason, the business of the Company shall be continued by the remaining Members, provided, however, if there are no remaining Members, the successor in interest to the last remaining Member may elect to continue the business.

14.02 Events of Dissolution or Liquidation. The Company shall be dissolved upon the happening of any of the following events:

(a) The failure of the successor-in-interest to the last remaining Member to continue the Company in accordance with the provisions of Section 14.01 hereof after the termination of such Member's membership;

(b) The sale, exchange, or other disposition or transfer of all or substantially all of the assets of the Company;

(c) Upon the unanimous consent of the Members; or

(d) Subject to any provision of this Agreement that limits or prevents dissolution, the happening of any event that, under the Act caused the dissolution of a limited liability company.

14.03 Liquidation. Upon dissolution of the Company for any reason, the Company shall immediately commence to windup its affairs. A reasonable period of time shall be allowed for the orderly termination of the Company business, discharge of its liabilities and distribution or liquidation of the remaining assets so as to enable the Company to minimize the normal losses attendant to the liquidation process. A full accounting of the assets and liabilities of the Company shall be taken and a statement thereof shall be furnished to each Member within thirty (30) days after the dissolution. Such accounting and statements shall be prepared under the direction of the Member or, by a liquidating trustee selected by unanimous consent of the Members. The Company property and assets and/or the proceeds from the liquidation thereof shall be applied in the following order of priority:

(a) First, payment of the debts and liabilities of the Company, in the order of priority provided by law (including any loans by the Members to the Company) and payment of the expenses of liquidation;

(b) Second, setting up of such reserves as the Manager or liquidating trustee may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company or any obligation or liability not then due and payable; provided, however, that any such reserve shall be paid over by the Manager or liquidating trustee to an escrow agent, to be held by such escrow agent for the purpose of disbursing such reserves in payment of such

liabilities, and, at the expiration of such escrow period as the Manager or liquidating trustee shall deem advisable but not to exceed one calendar year, to distribute the balance thereafter remaining in the manner hereinafter provided; and

(c) Third, to the Members in accordance with the provisions of Section 7.01.

14.04 Certificate of Cancellation. As soon as possible (but in no event later than 90 days) following the completion of the winding up of the Company, the Manager (or any other appropriate representative of the Company) shall execute a certificate of cancellation in the form prescribed by the Act and shall file the same with the office of the Secretary of State of the State of Indiana.

ARTICLE XV

MISCELLANEOUS

15.01 Severability. If any term or provision of this Agreement is held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of the remainder of this Agreement.

15.02 General. This Agreement: (i) shall be binding on the executors, administrators, estates, heirs and legal successors of the Members and Manager; (ii) be governed by and construed in accordance with the laws of the State of Indiana (without regard to principles of conflict of laws); (iii) may be executed in more than one counterpart as of the day and year first above written; and (iv) contains the entire limited liability company agreement with respect to the Company. The waiver of any of the provisions, terms or conditions contained in this Agreement shall not be considered as a waiver of any of the other provisions, terms or conditions hereof.

15.03 Notices, Etc. All notices and other communications required or permitted hereunder shall be in writing and shall be deemed effectively given upon personal delivery, confirmation of telex or telecopy, or upon the fifth day following mailing by registered mail, postage prepaid, addressed (a) if to any Member at such addresses as set forth on the records of the Company, or at such other address as any Member shall have furnished to the Company in writing, (b) if to the Company or the Manager, at 20400 Stevens Creek Blvd., Suite 600, Cupertino, California 95014.

15.04 Amendment. This Agreement may only be modified or amended if approved by all of the Members.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned has adopted this Operating Agreement as of the day and year first set forth above.

MEMBER:

NATIONAL SPECIALTY CLINICS, INC.
a Delaware corporation

By: /s/ Kevin Hogge
Kevin Hogge
Chief Financial Officer

ACKNOWLEDGED AND AGREED:

MANAGER:

CRC HEALTH MANAGEMENT, INC.,
a Delaware corporation

By: /s/ Kevin Hogge
Kevin Hogge
Chief Financial Officer

EXHIBIT A

MEMBERS

Member	Member's Company Interest	Number of Units	Certificate Number
National Specialty Clinics, Inc.	100%	100	1

Exhibit 3.102

State of Delaware
Secretary of State
Division of Corporations
Delivered 06:43 PM 03/10/2006
FILED 06:44 PM 03/10/2006
SRV 060238819 - 4123969 FILE

STATE of DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE of FORMATION

First: The name of the limited liability company is Appalachian Trails Recovery, LLC.

Second: The address of its registered office in the State of Delaware is 2711 Centerville Road Suite 400 in the City of Wilmington, DE 19808. The name of its Registered Agent at such address is Corporation Service Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation this 10th day of March, 2006.

AYS Management, Inc., a California corporation

By: /s/ Kyle Wescoat
Kyle Wescoat
Chief Financial Officer

State of Delaware
Secretary of State
Division of Corporations Delivered
07:49 PM 05/11/2006 FILED 07:43
PM 05/11/2006
SRV 060448946 - 4123969 FILE

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT

1. Name of Limited Liability Company: Appalachian Trails Recovery, LLC

2. The Certificate of Formation of the limited liability company is hereby amended as follows:

First: The name of the limited liability company is Four Circles Recovery Center, LLC.

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 10th day of May, A.D. 2006.

Appalachian Trails Recovery, LLC

By: AYS Management, Inc., a California corporation, as Manager

By: /s/ Kyle Wescoat
Kyle Wescoat
Chief Financial Officer

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:07 PM 04/18/2007
FILED 11:01 AM 04/18/2007
SRV 070447436 - 4123969 FILE

CERTIFICATE OF AMENDMENT TO CERTIFICATE OF FORMATION

OF

FOUR CIRCLES RECOVERY CENTER, LLC

FOUR CIRCLES RECOVERY CENTER, LLC (hereinafter called the "company"), a limited liability company organized and existing under and by virtue of the Limited Liability Company Act of the State of Delaware, does hereby certify:

1. The name of the limited liability company is:

FOUR CIRCLES RECOVERY CENTER, LLC.

2. The Certificate of Formation of the domestic limited liability company is hereby amended to change the name and address of the registered agent and the address of the registered office within the State of Delaware as follows:

National Registered Agents, Inc.
160 Greentree Drive, Suite 101
Dover, Delaware 19904
County of Kent

Executed on: April 12, 2007.

/s/ Pamela Burke

Pamela Burke, Authorized Person

Exhibit 3.103

OPERATING AGREEMENT

OF

APPALACHIAN TRAILS RECOVERY, LLC

A Delaware Limited Liability Company

March 10, 2006

TABLE OF CONTENTS

TABLE OF CONTENTS
(continued)

OPERATING AGREEMENT
OF

APPALACHIAN TRAILS RECOVERY, LLC
A Delaware Limited Liability Company

This Operating Agreement (this "**Agreement**") of **Appalachian Trails Recovery, LLC** (the "**Company**") is made and entered into pursuant to the Delaware Limited Liability Company Act (the "**Act**") and shall be effective as of March 10, 2006, by ASPEN YOUTH, INC., a California corporation ("**Aspen**"), as the sole member.

ARTICLE I

DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings set forth below in this Article I. The singular when used in this Agreement shall also refer to the plural, and vice versa, as appropriate. All terms used in this Agreement which are not defined in this Article I shall have the meanings set forth elsewhere in this Agreement.

"**Act**" shall mean the Delaware Limited Liability Company Act.

"**Affiliate**" shall mean, with respect to any Member: (a) any person directly or indirectly owning, controlling or holding with power to vote 10% or more of the outstanding voting securities of such Member; (b) any Person 10% or more of whose outstanding voting securities are directly or indirectly owned, controlled or held with power to vote by such Member; (c) any partnership or limited liability company of which such Member or any other Person described in clause (a) or clause (b) of this definition is a general or managing partner, or a manager, as the case may be; and (d) any officer, director or partner in such Member.

"**Agreed Value**" means the fair market value of property as determined by the Members using such reasonable methods of valuation as they deem appropriate.

"**Assignee**" shall mean a person who has acquired a beneficial interest in a Company Interest in accordance with the provisions of Article VIII hereof, but who is not a Member.

"**Book Depreciation**" means the depreciation, cost recovery or amortization of assets allowable to the Company with respect to an asset for any period, except that if the Book Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such period, Book Depreciation shall be an amount which bears the same ratio to such beginning Book Value as federal income tax depreciation, amortization, or other cost recovery deduction for such period bears to such beginning adjusted basis.

"**Book Gain**" or "**Book Loss**" means the gain or loss that would be recognized by the Company for federal income tax purposes as a result of sales or exchanges of its assets if its tax basis in such assets were equal to the Book Value of such assets.

"**Book Value**" means (a) as to property contributed to the Company, its Agreed Value, and (b) as to all other Company property, its adjusted basis for federal income tax purposes as reflected on the books of the Company. The Book Value of all Company assets shall be adjusted to equal their respective Agreed Values, as determined by the Members, as of the following times: (a) the acquisition of an additional interest in the Company by any new or existing Member in exchange for more than a de minimis Capital Contribution; (b) the distribution by the Company to a Member of more than a de minimis amount of Company property, unless all Members receive simultaneous distributions of undivided interests in the distributed property in proportion to their Interest in the Company; and (c) the termination of the Company for federal income tax purposes pursuant to Code Section 708(b)(1)(B). The Book Value of all assets shall be adjusted by the Book Depreciation taken into account with respect to such asset.

"**Capital Account**" means an individual capital account maintained for each Member in accordance with Treasury Regulation Section 1.704-1(b) adopted pursuant to Section 704(b) of the Code.

"**Capital Contributions**" shall mean the amount of cash or Book Value of property a Member contributes to the capital of the Company.

"**Certificate**" shall mean the certificate of formation of the Company which is required to be filed pursuant to the Act.

"**Code**" shall mean the Internal Revenue Code of 1986, as amended from time to time, and the corresponding provisions of any future Federal tax law and, to the extent applicable, the Regulations.

"**Company Interest**," as of any date, shall mean, with respect to any Member, the percentage ownership interest of such Member in the Company as of such date, including all of its rights and obligations under the Act and this Agreement. Each Member's Company Interest shall be represented by the number of Units set forth on Exhibit A attached hereto.

"**Distributions**" means all cash and the Book Value of other property distributed to Aspen arising from its Company Interest.

"**Fiscal Year**" shall mean the fiscal year of the Company which shall be the calendar year.

"**Initial Member**" shall mean Aspen.

"**Manager**" shall mean initially AYS Management, Inc., a California corporation, or such other Person as the Member may later appoint.

"**Member**" shall mean the Initial Member and any other Person that acquires a Company Interest and is admitted to the Company as a member in accordance with the terms of this Agreement.

"**Net Income**" or "**Net Loss**" shall mean, with respect to any fiscal period, the gross income, gains and losses of the Company, for such period, less all deductible costs, expenses and depreciation and amortization allowances of the Company for such period, as determined for

federal income tax purposes, with the following adjustments: (a) any income of the Company that is exempt from federal income tax and is not otherwise taken into account in computing Net Income or Net Loss pursuant to this definition shall be added to such taxable income or loss; (b) any expenditures of the Company not deductible in computing taxable income or loss, not properly chargeable to capital account and not otherwise taken into account in computing Net Income or Net Loss pursuant to this definition shall be subtracted from such taxable income or loss; (c) if the Book Value of any asset differs from its adjusted basis for federal income tax purposes at the beginning of such period, the depreciation and amortization allowances to be deducted from gross income with respect to such asset shall be Book Depreciation; and (d) Book Gain or Book Loss shall be used instead of taxable gain or loss. If such amount shall be greater than zero, it shall be known as a "**Net Income**" and if such amount shall be less than zero, it shall be known as "**Net Loss**."

"**Person**" shall mean an individual, partnership, joint venture, association, corporation, trust, estate, limited liability company, limited liability partnership or any other legal entity.

"**Regulations**" shall mean the regulations, including temporary regulations promulgated under the Code, as such regulations may be amended from time to time (including the corresponding provisions of any future regulations).

"**Units**" shall mean the number of units representing the Company Interest held by a Member. Each Unit shall represent 1% of the total outstanding Company Interest.

ARTICLE II

CONTINUATION AND PURPOSE

2.01 Formation. The Initial Member hereby organizes a limited liability company pursuant to the Act. The rights and liabilities of the Members shall be determined pursuant to the Act and this Agreement. To the extent that the rights or obligations of the Members are different by reason of any provision of this Agreement than they would be in the absence of such provision, this Agreement shall, to the extent permitted by the Act, control. Simultaneously with the execution and delivery of this Agreement, Aspen shall be admitted as the sole member of the Company.

2.02 Limited Liability Company Agreement. This Agreement shall constitute the "limited liability company agreement" of the Company within the meaning of the Act for all purposes including, without limitation, so long as there is only one Member, for classification of the Company as a "domestic eligible entity" that is disregarded as an entity separate from its owner for federal and all relevant state income tax purposes.

2.03 Name. The name of the Company is **Appalachian Trails Recovery, LLC**.

2.04 Principal Office. The registered office required to be maintained by the Company in the state of Delaware pursuant to the Act shall initially be located at c/o Corporation Service Company, 2711 Centerville Road, Suite 400, in the City of Wilmington, County of New Castle, Delaware 19808. The registered agent shall initially be Corporation Service Company whose address is 2711 Centerville Road, Suite 400, in the City of Wilmington, County of New Castle, Delaware 19808. The principal executive office of the Company shall be at 17777 Center Court Drive North, Suite 300, Cerritos, California 90703.

2.05 Term. The term of the Company commenced on the date of filing of the Certificate with the Secretary of State of Delaware, and shall continue unless terminated as hereinafter provided.

2.06 Purposes of Company. The Company is permitted to engage in any lawful acts or activities and to exercise any powers permitted to limited liability companies under the laws of the State of Delaware.

2.07 Certificate. The Manager shall cause the Certificate to be filed or recorded in any other public office where filing or recording is required.

2.08 Address of the Initial Member. The address of the Initial Member is 17777 Center Court Drive North, Suite 300, Cerritos, California 90703.

2.09 Foreign Qualification. The Manager shall take all necessary actions to cause the Company to be qualified to conduct business legally in North Carolina and in all other jurisdictions where the nature of the Company's business requires such qualification.

ARTICLE III

MEMBERS' CAPITAL

3.01 Capital Contribution. The Members shall be obligated to make only such capital contributions to the Company as the Members shall agree to in writing. The Initial Member shall be credited with one hundred percent (100%) of the existing capital of the Company.

3.02 Additional Capital Contributions. The Members shall not be required to contribute additional capital to the Company. The Members shall not be obligated to restore any deficit balance in their Capital Accounts.

ARTICLE IV

STATUS OF MEMBERS AND MANAGER

4.01 Limited Liability. Neither the Members nor the Manager shall be bound by or personally liable for, the expenses, liabilities or obligations of the Company. Except as required by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and neither the Members nor the Manager shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member or acting as the Manager of the Company. The Members shall be liable to the Company for the capital contributions specified in Section 3.01 and as may otherwise be required pursuant to the Act. Neither the Members nor the Manager shall be liable for any debts, obligations and liabilities, whether arising in contract, tort or otherwise, of any other Member or any Manager of the Company. The Members shall not be required to loan the Company any funds.

4.02 Return of Distributions of Capital. A Member may, under certain circumstances, be required by law to return to the Company for the benefit of the Company's creditors, amounts previously distributed. No Member shall be obligated to pay those distributions to or for the account of the Company or any creditor of the Company. However, if any court of competent jurisdiction holds that, notwithstanding the provisions of this Agreement, any Member is obligated to return or pay over any part of those distributions, it shall be the obligation of such Member. Any payment returned to the Company or made directly by a Member to a creditor of the Company shall be deemed a Capital Contribution by such Member.

4.03 Reliance by Third Parties. Persons dealing with the Company are entitled to rely conclusively upon the power and authority of the Manager as set forth in this Agreement.

ARTICLE V

COMPENSATION TO THE MEMBERS AND MANAGER

Neither the Members nor the Manager shall receive any compensation directly or indirectly in connection with the formation, operation, and dissolution of the Company except as expressly specified in this Agreement.

ARTICLE VI

COMPANY EXPENSES

6.01 Reimbursement. The Company shall reimburse the Members for all out-of-pocket costs and expenses reasonably incurred by it in connection with the operation and funding of the Company, including any legal fees and expenses.

6.02 Operating Expenses. The Company shall pay the operating expenses of the Company which may include, but are not limited to: (i) all reasonable salaries, compensation and fringe benefits of personnel employed by the Company and involved in the business of the Company; (ii) all costs of funds borrowed by the Company and all taxes and other assessments on the Company's assets and other taxes applicable to the Company; (iii) reasonable legal, audit and accounting fees; (iv) the cost of insurance as required in connection with the business of the Company; (v) reasonable expenses of revising, amending, or modifying this Agreement or terminating the Company; (vi) reasonable expenses in connection with distributions made by the Company, and communications necessary in maintaining relations with Members and outside parties, (vii) reasonable expenses in connection with preparing and mailing reports required to be furnished to Members for investor, tax reporting or other purposes, or other reports to Members; (viii) reasonable costs incurred in connection with any litigation in which the Company is involved, as well as any examination, investigation or other proceedings conducted by any regulatory agency with jurisdiction over the Company, including legal and accounting fees incurred in connection therewith; (ix) property management fees; and (x) reasonable expenses of professionals employed by the Company in connection with any of the foregoing, including attorneys, accountants and appraisers.

ARTICLE VII

ALLOCATION OF INCOME AND LOSS; DISTRIBUTIONS

7.01 Distributions. All Distributions shall be paid to the Initial Member. If there is more than one Member, the Members shall amend this Section 7.01 to reflect the Members' agreement regarding payment of Distributions.

7.02 Allocations of Net Income and Net Losses. Net Income and Net Losses of the Company for each Fiscal Year shall be allocated 100% to the Initial Member. If there is more than one Member, the Members shall amend this Section 7.02 to reflect the Members' agreement regarding allocation of Net Income and Net Losses of the Company.

ARTICLE VIII

ASSIGNMENT OF COMPANY INTERESTS

8.01 Assignment. A Member may assign (whether by sale, exchange, gift contribution, distribution or other transfer, including a pledge or other assignment for security purposes) all or any part of its Company Interest.

8.02 Assignee. Provided the provisions of this Article VIII have been complied with, an Assignee shall be entitled to receive distributions of cash or other property, and allocations of Net Income and Net Losses, from the Company attributable to the assigned Company Interests from and after the effective date of the assignment in accordance with Article VII, but an Assignee shall have no other rights of a Member herein, such as rights to any information, an accounting, inspection of books or records or voting as a Member on matters set forth herein or by law, until such Assignee is admitted as a Member pursuant to the provisions of Article X; except that an Assignee shall have the right solely to receive a copy of the annual financial statements required herein to be provided the Members. The Company shall be entitled to treat the assignor as the absolute owner of the Company Interests in all respects, and shall incur no liability for distributions, allocations of Net Income or Net Losses, or transmittal of reports and notices required to be given to Members which are made in good faith to the assignor until the effective date of the assignment, or, in the case of the transmittal of reports (other than the financial statements referred to above) or notices, until the Assignee is so admitted as a substitute Member. The effective date of an assignment shall be the first day of the calendar month following the month in which the Member has received an executed instrument of assignment in compliance with this Article VIII or the first day of a later month if specified in the executed instrument of assignment. The Assignee shall be deemed an Assignee on the effective date, and shall be only entitled to distributions, Net Income or Net Losses attributable to the period after the effective date of assignment. Each Assignee will inherit the balance of the Capital Account, as of the effective date of Assignment, of the Assignor with respect to the Company Interest transferred.

8.03 Collateral Assignment. Notwithstanding anything to the contrary in the foregoing Section 8.02 and to the extent permitted by the Act, in the event a Member pledges its Company Interest or its Units, or assigns its Company Interests or its Units for security purposes, or

otherwise encumbers its Company Interest or its Units, to a Member's lenders that provide financing to such Member (the "**Lenders**"), (i) such Member may physically deliver the certificate or certificates representing its Units to its Lenders; (ii) the provisions of Article X shall not apply to the admission of any such Lender as a Member upon the exercise by such Lender of any rights and remedies under any of the Member's agreements with such Lender; (iii) such Lender shall be entitled to become a member of the Company and otherwise effect the transfer of the assigning Member's Company Interest and Units to such Lender or such other Person as Lender may select consistent with the terms of the Member's agreements with such Lender upon the exercise by such Lender of any rights and remedies under any of the Member's agreements with such Lender, and such Lender or other Person may thereafter exercise all rights and other entitlements of membership in the Company pertaining thereto, in all cases without being required to comply with the provisions of Article X or to make any required Capital Contributions; and (iv) such Lenders or other Persons to whom the Company Interest or Units are transferred by Lender shall be deemed Members without further action upon the effectiveness of such transfer.

8.04 Other Consents and Requirements. Any assignment, sale, transfer, exchange or other disposition of any Company Interest in the Company or the Units must be in compliance with any requirements imposed by any state securities administrator having jurisdiction over the assignment, sale, transfer, exchange or other disposition of the Company Interest or the Units, and the United States Securities and Exchange Commission.

ARTICLE IX

ISSUANCE OF UNIT CERTIFICATES

9.01 Unit Certificates. Each Member shall be issued a certificate or certificates for Units to denominate such Member's Company Interest. The names of each Member and the number of Units held by such Member, together with the certificate number of each Unit certificate issued to such Member shall be set forth on Exhibit A attached hereto. All certificates shall be signed in the name of the Company by the President and the Chief Financial Officer or Secretary of the Manager, certifying the number of Units owned by the Unit holder. Any or all of the signatures on a certificate may be by facsimile signature.

9.02 Restrictive Legend. In order to reflect the restrictions on disposition of the Units as set forth in this Agreement, the certificates for the Units will be endorsed with a restrictive legend, including without limitation one or both of the following:

"THE UNITS REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY STATE SECURITIES LAWS, AND MAY BE OFFERED AND SOLD ONLY IF SO REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE. THE HOLDER OF THESE UNITS MAY BE REQUIRED TO DELIVER TO THE COMPANY, IF THE COMPANY SO REQUESTS, AN OPINION OF COUNSEL (REASONABLY SATISFACTORY IN FORM AND SUBSTANCE TO THE COMPANY) TO THE EFFECT THAT AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT

(OR QUALIFICATION UNDER STATE SECURITIES LAWS) IS AVAILABLE WITH RESPECT TO ANY TRANSFER OF THESE UNITS THAT HAS NOT BEEN SO REGISTERED (OR QUALIFIED).

THE COMPANY WILL FURNISH WITHOUT CHARGE TO EACH HOLDER WHO SO REQUESTS THE POWERS, DESIGNATIONS, PREFERENCES AND RELATIVE RIGHTS OF THE UNITS. THE UNITS EVIDENCED HEREBY ARE SUBJECT TO AN OPERATING AGREEMENT (A COPY OF WHICH MAY BE OBTAINED UPON WRITTEN REQUEST FROM THE COMPANY). FOR ALL PURPOSES, THIS CERTIFICATE AND THE UNITS IT REPRESENTS SHALL BE DEEMED A SECURITY OR SECURITIES GOVERNED BY ARTICLE VIII OF THE UNIFORM COMMERCIAL CODE."

9.03 Additional Legends. If required by the authorities of any state in connection with the issuance of the Units, the legend or legends required by such state authorities shall also be endorsed on all such certificates.

9.04 Lost Certificates. Except as provided in this Section 9.04, no new certificate for Units shall be issued in lieu of an old certificate unless the latter is surrendered to the Company and canceled at the same time. The Company may, in case any Unit certificate or certificates is lost, stolen or destroyed, authorize the issuance of a new certificate in lieu thereof, upon such terms and conditions as the Company may require, including provision for indemnification of the Company sufficient to protect the Company against any claim that may be made against it, including any expense or liability, on account of the alleged loss, theft or destruction of such certificate or the issuance of such new certificate.

9.05 Uniform Commercial Code. For all purposes under this Agreement and any agreement between the Company and its lenders, all of the Company Interests in the Company and the Units issued by the Company representing the same shall be deemed a security or securities governed by Article VIII of the Uniform Commercial Code.

ARTICLE X

ADMISSION OF ASSIGNEE AS MEMBER

10.01 Requirements. An Assignee may not become a Member unless all of the following conditions are first satisfied:

(a) A duly executed and acknowledged written instrument of assignment is filed with the Company, specifying the Company Interest and the Units being assigned and setting forth the intention of the Assignor that the Assignee succeed to Assignor's interest as a substitute Member;

(b) The Assignor and Assignee shall execute and acknowledge any other instruments that the Company deems necessary or desirable for substitution, including the written acceptance and adoption by the Assignee of the provisions of this Agreement;

(c) The admission of the Assignee is approved by the Members;

(d) Payment of a transfer fee to the Company, sufficient to cover all reasonable expenses connected with the substitution; and

(e) Compliance with Article VIII of this Agreement.

10.02 Issuance of Unit Certificates to Assignees. An Assignee shall be issued a certificate or certificates for the Units it acquires upon satisfaction of the requirements set forth in Section 10.01 and compliance with the requirements of Section 9.04.

ARTICLE XI

BOOKS, RECORDS, ACCOUNTING AND REPORTS

11.01 Books and Records. The Company shall maintain at its principal office all of the following:

(a) A current list of the full name and last known business or residence address of each Member set forth in alphabetical order together with the Capital Contributions and Company Interest owned by each Member;

(b) A copy of the Certificate, this Agreement and any and all amendments to either thereof, together with executed copies of any powers of attorney pursuant to which any certificate or amendment has been executed;

(c) Copies of the Company's federal, state and local income tax or information returns and reports, if any, for the six most recent taxable years;

(d) The financial statements of the Company for the six most recent fiscal years;

(e) The Company books and records for at least the current and past three fiscal years.

11.02 Delivery to Members and Inspection.

(a) Upon the request of a Member, the Company shall promptly deliver to the requesting Member a copy of the information required to be maintained by Section 11.01, except for Section 11.01(e).

(b) Each Member, or his duly authorized representative, has the right, upon reasonable request, to each of the following:

(1) Inspect and copy during normal business hours any of the Company records; and

(2) Obtain from the Company, promptly after becoming available, a copy of the Company's federal, state and local income tax or information returns for each year.

(c) The Company shall send to each Member within eighty-five (85) days after the end of each Fiscal Year the information necessary for the Member to complete its federal and state income tax or information returns. The Company shall use its best efforts to send to each Member such information within seventy-five (75) days after the end of each Fiscal Year.

11.03 Annual Statements. The Company shall cause to be prepared for the Members at least annually, at Company expense financial statements of the Company. The financial statements will include a balance sheet, statements of income or loss, cash flows and Members' equity.

11.04 Bank Accounts. The Company shall maintain appropriate accounts at one or more financial institutions for all funds of the Company as determined by the Manager. Such accounts shall be used solely for the business of the Company. Withdrawals from such accounts shall be made only upon the signature of those persons authorized by the Manager.

11.05 Tax Returns. The Manager shall cause any federal, state or local income tax returns of the Company to be prepared and filed on behalf of the Company, and it shall cause copies of such returns to be furnished to each of the Members.

11.06 Disregarded Entity for Federal and State Income and Franchise Tax Purposes. The Initial Member intends that, so long as there is only one Member, the Company shall be treated as a "domestic eligible entity" that is disregarded as an entity separate from its owner (a "**Disregarded Entity**") for federal, state and local income and franchise tax purposes and shall take all reasonable action, including the amendment of this Agreement and the execution of other documents but without changing the economic relationships created by, or the essential terms of, this Agreement, as may be reasonably required to qualify for and receive treatment as a Disregarded Entity for federal income tax purposes.

ARTICLE XII

DESIGNATION OF RIGHTS, AUTHORITIES, POWERS, RESPONSIBILITIES, DUTIES AND LIMITATIONS OF THE MANAGER

12.01 Authority of Manager.

(a) The Manager shall have the exclusive authority to manage the operations and affairs of the Company, shall have the power on behalf and in the name of the Company to carry out any and all of the objects and purposes of the Company, and shall have all authority, rights, and powers conferred by law and those required or appropriate for the management of the Company business.

(b) The Members agree that all determinations decisions and actions made or taken by the Manager in accordance with this Agreement shall be conclusive and absolutely binding upon the Company, the Members and their respective successors, assigns and personal representatives.

12.02 Acts of Manger. The Manager is the agent of the Company for the purpose of its business, and the acts of the Manger in carrying on the usual business of the Company shall bind the Company, unless (1) the Manager has in fact no authority to act on behalf of the Company in the particular matter, and (2) the person with whom the Manager is dealing has knowledge of the fact that the Manager has no such authority.

12.03 Expenses. The Company will pay, or will reimburse the Manager for all costs and expenses incurred by the Manager in connection with the organization and operations of the Company.

12.04 Matters Requiring Consent. Notwithstanding any other provision of this Agreement to the contrary, actions or decisions with respect to any of the following matters shall require the prior written consent of the Initial Member:

(a) amendment of this Agreement, the Certificate or other organizational documents of the Company;

(b) the admission of additional Members to the Company;

(c) the voluntary bankruptcy or entering into receivership of the Company;

(d) the sale or exchange, or other disposition or transfer of all or substantially all of the assets of the Company;

(e) approval of any merger, consolidation, exchange or reclassification of interest or shares involving the Company, or any other form of reorganization or recapitalization involving the Company;

(f) the dissolution or liquidation of the Company other than as set forth in this Agreement; and

(g) any approval by the Company of any assignment or other transfer, whether voluntarily, involuntarily or by operation of law, by any person of such person’s rights, obligations or duties under any agreement between such person and the Company, consent to which by the Initial Member may be given or withheld in the sole and absolute discretion of the Initial Member.

12.05 Officers.

(a) The Manager may appoint officers of the Company at any time. The officers of the Company, if deemed necessary by the Manager may include a president, one or more vice presidents, secretary and one or more assistant secretaries, and chief financial officer (and one or more assistant treasurers). Any individual may hold any number of offices. The officers shall exercise such powers and perform such duties as specified in this Agreement and as shall be determined from time to time by the Manager.

(b) Subject to the rights, if any, of an officer under a contract of employment, any officer may be removed, either with or without cause, by the Manager at any time. Any officer may resign at any time by giving written notice to the Company. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice; and, unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the Company under any contract to which the officer is a party. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in this Agreement for regular appointments to that office.

(c) The president shall be the chief executive officer of the Company, and shall, subject to the control of the Manager, have general and active management of the business of the Company and shall see that all orders and resolutions of the Manager are carried into effect. The president shall have the general powers and duties of management usually vested in the office of president of a corporation, and shall have such other powers and duties as may be prescribed by a Manager or this Agreement. The president shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the Company, except where required or permitted by law to be otherwise signed and executed, and except where the signing and execution thereof shall be expressly delegated by the Manager to some other officer or agent of the Company.

(d) The vice-president, or if there shall be more than one, the vice-presidents in the order determined by the Manager, shall, in the absence or disability of the president, perform the duties and exercise the powers of the president and shall perform such other duties and have such other powers as the Manager may from time to time prescribe.

(e) The secretary shall attend all meetings of the Members, and shall record all the proceedings of the meeting in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The secretary shall give or cause to be given, notice of all meetings of the Members and shall perform such other duties as may be prescribed by the Manager. The secretary shall have custody of the seal, if any, of the Company and the Secretary shall have authority to affix the same to any instrument requiring it, and when so affixed, it may he attested by his or her signature. The secretary shall keep, or cause to be kept at the principal executive office or at the office of the Company’s transfer agent or registrar, as determined by the Manager, all documents described in Section 11.01 and such other documents as may be required under the Act. The secretary shall perform such other duties and have such other authority as may be prescribed elsewhere in this Agreement or from time to time by the Manager. The secretary shall have the general duties, powers and responsibilities of a secretary of a corporation.

(f) The chief financial officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the Company, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, Capital Accounts and Company Interests. The chief financial

officer shall have the custody of the funds and securities of the Company, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company, and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Manager. The chief financial officer shall disburse the funds of the Company as may be ordered by the Manager. The chief financial officer shall perform such other duties and shall have such other responsibility and authority as may be prescribed elsewhere in this Agreement from time to time by the Manager. The chief financial officer shall have the general duties, powers and responsibilities of a chief financial officer of a corporation, and shall be the chief financial and accounting officer of the Company.

ARTICLE XIII

RIGHTS, POWERS AND VOTING RIGHTS OF THE MEMBERS

13.01 Request for Vote. In the event there is more than one Member, any Member holding in the aggregate a Company Interest which equals or exceeds five percent (5%) may call a meeting of the Members for a vote, or may call for a vote without a meeting. In either event, such Member shall establish a date for the meeting on which votes shall be counted and shall mail by first class mail a notice to all Members of the time and place of the Company meeting, if called, and the general nature of the business to be transacted, or if no such meeting has been called, of the matter or matters to be voted and the date which the votes will be counted.

13.02 Procedures. In the event there is more than one Member, each Member shall be entitled to cast one vote for each full Unit held of record by such Member: (i) at a meeting, in person, by written proxy or by a signed writing directing the manner in which he desires that his vote be cast, which writing must be received by the Company prior to such meeting, or (ii) without a meeting, by a signed writing directing the manner in which he desires that his vote be cast, which writing must be received by the Company prior to the date on which the votes of Members are to be counted. Only the votes of Members of record on the notice date, whether at a meeting or otherwise, shall be counted.

13.03 Action By Consent. Notwithstanding anything to the contrary contained in this Article XIII, any action or approval required or permitted by this Agreement to be taken or given by the Initial Member or at any meeting of Members (whether by vote or consent), may be taken or given without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken or approval so given, shall be signed by the Initial Member, or if there is more than one Member, by Members owning Company Interests having not less than the minimum number of votes that would be necessary to authorize or take such action or give such approval at a meeting at which all Members entitled to vote thereon were present and voted. Prompt notice of the taking of any action or the giving of any approval without a meeting by less than unanimous written consent shall be given to those Members who have not consented in writing.

ARTICLE XIV

DISSOLUTION OF THE COMPANY

14.01 Termination of Membership. No Member shall resign from the Company, or take any voluntary action to commence bankruptcy proceedings or dissolve itself. The bankruptcy of a Member shall not be considered a withdrawal by such Member from the Company and such Member shall continue to be a Member of the Company. If any Member ceases to be a Member for any reason, the business of the Company shall be continued by the remaining Members, provided, however, if there are no remaining Members, the successor in interest to the last remaining Member may elect to continue the business.

14.02 Events of Dissolution or Liquidation. The Company shall be dissolved upon the happening of any of the following events:

(a) The failure of the successor-in-interest to the last remaining Member to continue the Company in accordance with the provisions of Section 14.01 hereof after the termination of such Member's membership;

(b) The sale, exchange, or other disposition or transfer of all or substantially all of the assets of the Company;

(c) Upon the unanimous consent of the Members; or

(d) Subject to any provision of this Agreement that limits or prevents dissolution, the happening of any event that, under the Act caused the dissolution of a limited liability company.

14.03 Liquidation. Upon dissolution of the Company for any reason, the Company shall immediately commence to windup its affairs. A reasonable period of time shall be allowed for the orderly termination of the Company business, discharge of its liabilities and distribution or liquidation of the remaining assets so as to enable the Company to minimize the normal losses attendant to the liquidation process. A full accounting of the assets and liabilities of the Company shall be taken and a statement thereof shall be furnished to each Member within thirty (30) days after the dissolution. Such accounting and statements shall be prepared under the direction of the Member or, by a liquidating trustee selected by unanimous consent of the Members. The Company property and assets and/or the proceeds from the liquidation thereof shall be applied in the following order of priority:

(a) First, payment of the debts and liabilities of the Company, in the order of priority provided by law (including any loans by the Members to the Company) and payment of the expenses of liquidation;

(b) Second, setting up of such reserves as the Manager or liquidating trustee may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company or any obligation or liability not then due and payable; provided, however, that any such reserve shall be paid over by the Manager or liquidating trustee to an escrow agent, to be held by such escrow agent for the purpose of disbursing such reserves in payment of such

liabilities, and, at the expiration of such escrow period as the Manager or liquidating trustee shall deem advisable but not to exceed one calendar year, to distribute the balance thereafter remaining in the manner hereinafter provided; and

(c) Third, to the Members in accordance with the provisions of Section 7.01.

14.04 Certificate of Cancellation. As soon as possible (but in no event later than 90 days) following the completion of the winding up of the Company, the Manager (or any other appropriate representative of the Company) shall execute a certificate of cancellation in the form prescribed by the Act and shall file the same with the office of the Secretary of State of the State of Delaware.

ARTICLE XV

MISCELLANEOUS

15.01 Severability. If any term or provision of this Agreement is held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of the remainder of this Agreement.

15.02 General. This Agreement: (i) shall be binding on the executors, administrators, estates, heirs and legal successors of the Members and Manager; (ii) be governed by and construed in accordance with the laws of the State of Delaware (without regard to principles of conflict of laws); (iii) may be executed in more than one counterpart as of the day and year first above written; and (iv) contains the entire limited liability company agreement with respect to the Company. The waiver of any of the provisions, terms or conditions contained in this Agreement shall not be considered as a waiver of any of the other provisions, terms or conditions hereof.

15.03 Notices, Etc. All notices and other communications required or permitted hereunder shall be in writing and shall be deemed effectively given upon personal delivery, confirmation of telex or telecopy, or upon the fifth day following mailing by registered mail, postage prepaid, addressed (a) if to any Member at such addresses as set forth on the records of the Company, or at such other address as any Member shall have furnished to the Company in writing, (b) if to the Company or the Manager, at 17777 Center Court Drive North, Suite 300, Cerritos, California 90703.

15.04 Amendment. This Agreement may only be modified or amended if approved by all of the Members.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned has adopted this Operating Agreement as of the day and year first set forth above.

MEMBER:

ASPEN YOUTH, INC., a California corporation

By: /s/ Kyle Wescoat
Kyle Wescoat
Chief Financial Officer and Secretary

ACKNOWLEDGED AND AGREED:

MANAGER:

AYS MANAGEMENT, INC., a California corporation

By: /s/ Kyle Wescoat
Kyle Wescoat
Chief Financial Officer and Secretary

EXHIBIT A

MEMBERS

Member	Member's Company Interest	Number of Units	Certificate Number
Aspen Youth, Inc.	100%	100	1

Exhibit 3.104

ARTICLES OF INCORPORATION

OF

GALAX TREATMENT CENTER, INC.

1. The undersigned intends to form a stock corporation under the provisions of Chapter 9 of Title 13.1 of the Code of Virginia and to that end sets forth the following:

2. The name of the corporation is:

GALAX TREATMENT CENTER, INC.

3. (a) The number of shares the corporation is authorized to issue are:

CLASS	NUMBER OF SHARES AUTHORIZED	PAR VALUE
Common	5,000	$ .01

(b) No stockholder shall be entitled as a matter of right to subscribe for or receive additional shares of any class of stock of the corporation, whether now or hereafter authorized, or any bonds, debentures or other securities convertible into stock may be issued or disposed of by the board of directors to such persons and on such terms as in its discretion it shall deem advisable.

4. The post office address of the initial registered office, including street and number is 3975 University Drive, Suite 220, Fairfax, Virginia 22030.

5. The initial registered office is located in the City of Fairfax.

6. The name of its initial registered agent is James M. Sack, who is a resident of Virginia, a member of the Virginia State Bar, and whose business office is identical with the registered office.

7. The names and addresses of the initial directors are as follows:

Name	Address
Michael Beavers	674 Ad Hoc Road Great Falls, Virginia 22066
James E. Fay	674 Ad Hoc Road Great Falls, Virginia 22066

Dated: June 2, 1987

/s/ Lowell D. Turnbull

Lowell D. Turnbull
1220 19th Street, N.W.
Suite 700
Washington, D.C. 20036

304654

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION
June 4, 1987

CERTIFICATE OF INCORPORATION

The State Corporation Commission has found the accompanying articles submitted on behalf of

GALAX TREATMENT CENTER, INC.

to comply with the requirements of law, and confirms payment of all related fees.

Therefore, it is ordered that this

CERTIFICATE OF INCORPORATION

be issued, and admitted to record with the articles in this office of the Commission, effective June 4, 1987.

This order and its accompanying articles will be forwarded for filing in the office of the Clerk of the Circuit Court of (Filed in Fairfax Co.) following admission to the records of the Commission.

STATE CORPORATION COMMISSION

By /s/ Elizabeth B. Lacy
Commissioner

Court Number: 303

01519NEW

Exhibit 3.105

GALAX TREATMENT CENTER, INC.

*** * * * ***

BY-LAWS

*** * * * ***

ARTICLE I

OFFICES

Section 1. The registered office shall be located in the City of Fairfax, Virginia.

Section 2. The corporation may also have offices at such other places both within and without the Commonwealth of Virginia as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II

ANNUAL MEETINGS OF SHAREHOLDERS

Section 1. All meetings of shareholders for the election of directors shall be held in the City of Great Falls, Commonwealth of Virginia, at such place as may be fixed from time to time by the board of directors.

Section 2. Annual meetings of shareholders, commencing with the year 1986, shall be held on the 1st day of June if not a legal holiday, and if a legal holiday, then on the next secular day following, at 10:00 A.M., at which they shall elect by a plurality vote a board of directors, and transact such other business as may properly be brought before the meeting.

Section 3. Written or printed notice of the annual meeting stating the date, time and place of the meeting shall be delivered not less than ten nor more than sixty days before the date of the meeting, either personally or by mail, by or at the direction of the president, the secretary, or the officer or persons calling the meeting to each shareholder of record entitled to vote at such meeting.

ARTICLE III

SPECIAL MEETINGS OF SHAREHOLDERS

Section 1. Special meetings of shareholders for any purpose other than the election of directors may be held at such time and place within or without the Commonwealth of Virginia as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute or by the articles of incorporation, may be called by the chairman of the board of directors, the president, or the board of directors.

Section 3. Written or printed notice of a special meeting stating the date, time and place of the meeting and the purpose or purposes for which the meeting is called, shall be delivered not less than ten nor more than sixty days before the date of the meeting, either personally or by mail, by or at the

direction of the president, the secretary, or the officer or persons calling the meeting, to each shareholder of record entitled to vote at such meeting.

Notice of a shareholders' meeting to act on an amendment of the articles of incorporation; on a plan of merger or share exchange, on a proposed sale of assets other than in the regular course of business, or on a plan of dissolution shall be given, in the manner provided herein, not less than twenty-five nor more than sixty days before the date of the meeting. Any such notice shall be accompanied by a copy of the proposed amendment, plan of merger, or share exchange, or plan of proposed sale of assets.

Section 4. The business transacted at any special meeting of shareholders shall be limited to the purposes stated in the notice.

ARTICLE IV

QUORUM AND VOTING OF SHARES

Section 1. A majority of the votes entitled to be cast on a matter by the voting group constitutes a quorum of that voting group for action on that matter except as otherwise provided by statute or by the articles of incorporation. If, however, such quorum shall not be present or represented at any meeting of the shareholders, the shareholders present in person or represented by proxy shall have power to adjourn the meeting

from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified.

Section 2. If a quorum is present, action on a matter by a voting group is approved if the votes cast within the voting group favoring the action exceed the votes cast opposing the action unless the vote of a greater number of affirmative votes is required by law or the articles of incorporation.

Section 3. Each outstanding share, regardless of class, shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders unless the articles of incorporation or law provides otherwise. A shareholder may vote either in person or by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact.

Section 4. Any action required to be taken at a meeting of the shareholders may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE V

DIRECTORS

Section 1. The number of directors shall be not less than two (2) nor more than seven (7). The number of directors may be fixed or changed within the minimum or maximum by the shareholders or by the board of directors, unless shares have been issued in which case only the shareholders may change the range or switch to a fixed size board. Directors need not be residents of the Commonwealth of Virginia nor shareholders of the corporation. The directors, other than the first board of directors, shall be elected at the annual meeting of the shareholders, and each director elected shall serve until the next succeeding annual meeting and until his successor shall have been elected and qualified. The first board of directors shall hold office until the first annual meeting of shareholders.

Section 2. Any vacancy occurring in the board of directors, including a vacancy resulting from an increase in the number of directors, may be filled by the shareholders, the board of directors, or if the directors remaining in office constitute fewer than a quorum of the board, the vacancy may be filled by the affirmative vote of the directors remaining in office.

Section 3. The business affairs of the corporation shall be managed by its board of directors which may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the articles of incorporation or by these bylaws directed or required to be exercised or done by the shareholders.

Section 4. The directors may keep the books of the corporation, except such as are required by law to be kept within the state, outside of the Commonwealth of Virginia, at such place or places as they may from time to time determine.

Section 5. The board of directors, by the affirmative vote of a majority of the directors then in office, and irrespective of any personal interest of any of its members, shall have authority to establish reasonable compensation of all directors for services to the corporation as directors, officers or otherwise.

ARTICLE VI

MEETINGS OF THE BOARD OF DIRECTORS

Section 1. Meetings of the board of directors, regular or special, may be held either within or without the Commonwealth of Virginia.

Section 2. The first meeting of each newly elected board of directors shall be held at such time and place as shall be fixed by the vote of the shareholders at the annual meeting and no notice of such meeting shall be necessary to the newly elected directors in order legally to constitute the meeting, provided a quorum shall be present, or may convene at such place and time as shall be fixed by the consent in writing of all the directors.

Section 3. Regular meetings of the board of directors may be held upon such notice, or without notice, and at such time and at such place as shall from time to time be determined by the board.

Section 4. Special meetings of the board of directors may be called by the president on five (5) business days' notice to each director, either personally or by mail or by telegram; special meetings shall be called by the president or secretary in like manner and on like notice on the written request of two directors.

Section 5. Attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the board of directors need be specified in the notice or waiver of notice of such meeting.

Section 6. A majority of the directors shall constitute a quorum for the transaction of business unless a greater number is required by law or by the articles of incorporation. The act of a majority of the directors present at any meeting at which a quorum is present shall be the act of the board of directors, unless the act of a greater number is required by statute or by the articles of incorporation. If a quorum shall not be present at any meeting of directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 7. Any action required or permitted to be taken at a meeting of the directors may be taken without a meeting if one or more consents in writing, setting forth the action so taken, shall be signed by each director entitled to vote with respect to the subject matter thereof and included in the minutes or filed with the corporate records reflecting the action taken.

ARTICLE VII

COMMITTEES OF DIRECTORS

Section 1. A majority of the number of directors fixed by the bylaws or otherwise, may create one or more committees and appoint members of the board to serve on the committee or committees. To the extent provided by the board of directors or articles of incorporation, each committee shall have and exercise all of the authority of the board of directors in the management of the corporation, except as otherwise required by law. Each committee shall have two or more members who serve at the pleasure of the board of directors. Each committee shall keep regular minutes of its proceedings and report the same to the board when required.

ARTICLE VIII

NOTICES

Section 1. Whenever, under the provisions of the statutes or of the articles of incorporation or of these bylaws, notice is required to be given to any director or shareholder, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, addressed to such director or shareholder, at his address as it appears on the records of the corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Notice to directors may also be given by telegram.

Section 2. Whenever any notice whatever is required to be given under the provisions of the statutes or under the provisions of the articles of incorporation or these bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE IX

OFFICERS

Section 1. The officers of the corporation shall be chosen by the board of directors and shall be a president, a vice-president, a secretary and a treasurer. The board of directors may also choose additional vice-presidents, and one or more assistant secretaries and assistant treasurers.

Section 2. The board of directors at its first meeting after each annual meeting of shareholders shall choose a president and one or more vice-presidents, a secretary and a treasurer, none of whom need be a member of the board.

Section 3. The board of directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the board of directors.

Section 4. The salaries of all officers and agents of the corporation shall be fixed by the board of directors.

Section 5. The officers of the corporation shall hold office until their successors are chosen and qualify. Any officer elected or appointed by the board of directors may be removed at any time by the affirmative vote of a majority of the board of directors. Any vacancy occurring in any office of the corporation shall be filled by the board of directors.

THE PRESIDENT

Section 6. The president shall be the chief executive officer of the corporation, shall preside at all meetings of the shareholders and the board of directors, shall have general and active management of the business of the corporation and shall see that all orders and resolutions of the board of directors are carried into effect.

Section 7. He shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the board of directors to some other officer or agent of the corporation.

VICE-PRESIDENTS

Section 8. The vice-president, or if there shall be more than one, the vice-presidents in the order determined by the board of directors, shall, in the absence or disability of the president, perform the duties and exercise the powers of the president and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

THE SECRETARY AND ASSISTANT SECRETARIES

Section 9. The secretary shall attend all meetings of the board of directors and all meetings of the shareholders and record all the proceedings of the meetings of the corporation and of the board of directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the board of directors, and shall perform such other duties as may be prescribed

by the board of directors or president, under whose supervision he shall be. He shall have custody of the corporate seal of the corporation and he, or an assistant secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his signature or by the signature of such assistant secretary. The board of directors may give general authority to any other officer to affix the seal of the corporation and to attest the affixing by his signature.

Section 10. The assistant secretary, or if there be more than one, the assistant secretaries in the order determined by the board of directors, shall, in the absence or disability of the secretary, perform the duties and exercise the powers of the secretary and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

THE TREASURER AND ASSISTANT TREASURERS

Section 11. The treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all monies and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the board of directors.

Section 12. He shall disburse the funds of the corporation as may be ordered by the board of directors, taking proper vouchers for such disbursements, and shall render to the president and the board of directors, at its regular meetings, or when the board of directors so requires, an account of all his transactions as treasurer and of the financial condition of the corporation.

Section 13. If required by the board of directors, he shall give the corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the board of directors for the faithful performance of the duties of his office and for the restoration to the corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation.

Section 14. The assistant treasurer, or, if there shall be more than one, the assistant treasurers in the order determined by the board of directors, shall, in the absence or disability of the treasurer, perform the duties and exercise the powers of the treasurer and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

ARTICLE X

CERTIFICATES FOR SHARES

Section 1. The shares of the corporation shall be represented by certificates or shall be uncertificated. Certificates shall be signed by the president or a vice-president and the secretary or an assistant secretary of the corporation, and may be sealed with the seal of the corporation or a facsimile thereof.

In addition to the above officers, the treasurer or an assistant treasurer may sign in lieu of the secretary or an assistant secretary.

When the corporation is authorized to issue shares of more than one class there shall be set forth upon the face or back of each certificate, or each certificate shall have a statement that the corporation will furnish to any shareholder upon request and without charge, a full statement of the designations, preferences, limitations, and relative rights of the shares of each class authorized to be issued and, if the corporation is authorized to issue different series within a class, the variations in the relative rights and preferences between the shares of each such series so far as the same have been fixed and determined and the authority of the board of directors to fix and determine the relative rights and preferences of subsequent series.

Section 2. The signatures of the officers upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent, or registered by a registrar, other than the corporation itself or an employee of the corporation. In case any officer who has signed or whose facsimile signature has been placed upon such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the corporation with the same effect as if he were such officer at the date of its issue.

LOST CERTIFICATES

Section 3. The board of directors may direct a new certificate or uncertified security to be issued in place of any certificate theretofore issued by the corporation alleged to have been lost or destroyed. When authorizing such issue of a new certificate or uncertificated security, the board of directors, in its discretion and as a condition precedent to the issuance thereof, may prescribe such terms and conditions as it deems expedient, and may require such indemnities as it deems adequate, to protect the corporation from any claim that may be made against it with respect to any such certificate alleged to have been lost or destroyed.

TRANSFERS OF SHARES

Section 4. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, a new certificate shall be issued to the person entitled thereto, and the old certificate cancelled and the transaction recorded upon the books of the corporation.

CLOSING OF TRANSFER BOOKS

Section 5. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders, or any adjournment thereof or entitled to receive payment of any dividend, or in order to make a determination of shareholders for any other proper purpose, the board of directors may fix in advance a date as the record date for the determination of shareholders, such date in any case to be not more than seventy days. If no record date is fixed for the determination of shareholders entitled to notice of or to vote at a meeting of shareholders, or shareholders entitled to receive payment of a dividend, the date on which notice of the meeting is mailed or the date on which the resolution of the board of directors declaring such dividend is adopted, as the case may be, shall be the record date for such determination of shareholders. When a determination of shareholders entitled to vote at any meeting of shareholders has been made as provided in this section, such determination shall apply to any adjournment thereof.

REGISTERED SHAREHOLDERS

Section 6. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Virginia.

LIST OF SHAREHOLDERS

Section 7. The officer or agent having charge of the transfer books for shares shall make, at least ten days before each meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting, arranged by voting group and within each voting group by class or series of shares, with the address of each and the number of shares held by each, which list, for a period of ten days prior to such meeting, shall be kept on file at the principal business office of the corporation and shall be subject to inspection by any shareholder at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any shareholder during the whole

time of the meeting. The original share transfer book, or a duplicate thereof, shall be prima facie evidence as to who are the shareholders entitled to examine such list or share transfer book or to vote at any meeting of the shareholders.

ARTICLE XI

GENERAL PROVISIONS

DIVIDENDS

Section 1. Subject to the provisions of the articles of incorporation relating thereto, if any, dividends may be declared by the board of directors at any regular or special meeting, pursuant to law. Dividends may be paid in money or other property subject to any provisions of the articles of incorporation.

Section 2. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sums or sums as the directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose as the directors shall think conducive to the interest of the corporation, and the directors may modify or abolish any such reserve in the manner in which it was created.

CHECKS

Section 3. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

FISCAL YEAR

Section 4. The fiscal year of the corporation shall be fixed by resolution of the board of directors.

SEAL

Section 5. The corporate seal shall have inscribed thereon -the name of the corporation, the year of its organization and the words “Corporate Seal, Virginia”. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

INDEMNIFICATION

Section 6. The Corporation shall indemnify and advance expenses to any person made a party to any proceeding by reason of service to the Corporation to the fullest extent allowed under the laws of the Commonwealth of Virginia.

The indemnification provided by this section shall not be deemed exclusive of any other rights to which a person may be entitled under any agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding the office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and inure to the benefit of the heirs, executors and administrators of the person.

The Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee or agent of another corporation, partnership, joint venture, trust, other enterprise or employee benefit plan against any liability asserted against him and incurred by him in any such capacity, or arising out of his position, whether or not the Corporation would have the power to indemnify him against the liability under the provisions of this section.

Any indemnification of, or advance of expenses to a director, if arising out of an action, suit or proceeding by or in the right of the Corporation, shall be reported in writing to the stockholders with the notice of the next stockholders' meeting or prior to the meeting.

ARTICLE XII

AMENDMENTS

Section 1. These bylaws may be amended or repealed or new bylaws may be adopted by the affirmative vote of a majority of the board of directors at any regular or special meeting of the board unless the articles of incorporation or law reserve this power to the shareholders.

Doc ID --> 201501400201

DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
01/14/2015	201501400201	LIMITED LIABILITY COMPANY - AMENDMENT (LAM)	50.00	100.00	0.00	0.00	0.00

Receipt

This is not a bill. Please do not remit payment.

CT CORPORATION SYSTEM
MEGAN MARSHALL
4400 EASTON COMMONS WAY, STE 125
COLUMBUS, OH 43219

STATE OF OHIO
CERTIFICATE

Ohio Secretary of State, Jon Husted

2109037

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

GENERATIONS BH, LLC

and, that said business records show the filing and recording of:

Document(s)	Document No(s):
LIMITED LIABILITY COMPANY - AMENDMENT	**201501400201**

Effective Date: 01/13/2015

United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 14th day of January, A.D. 2015.

Jon Husted

Ohio Secretary of State

Doc ID --> 201501400201

Form 543A Prescribed by:
Ohio Secretary of State
JON HUSTED
Ohio Secretary of State
Central Ohio: (614) 466-3910
Toll Free: (877) SOS-FILE (767-3453)
www.OhioSecretaryofState.gov
Busserv@OhioSecretaryofState.gov

Mail this form to one of the following:

Regular Filing (non expedite)
P.O. Box 1329
Columbus, OH 43216

Expedite Filing (Two-business day processing time requires an additional $100.00).
P.O. Box 1390
Columbus, OH 43216

Domestic Limited Liability Company Certificate of Amendment or Restatement

Filing Fee: $50

(CHECK ONLY ONE (1) BOX)

(1) Domestic Limited Liability Company

☒ Amendment (129-LAM)

05/22/2012
Date of Formation

(2) Domestic Limited Liability Company

☐ Restatement (142-LRA)

Date of Formation

RECEIVED
2015 JAN 13 PM 3:23
SECRETARY OF STATE

The undersigned authorized representative of:

Generations Behavioral Health - Geneva, LLC
Name of limited liability company

2109037
Registration Number

If box (1) Amendment is checked, only complete sections that apply. If box (2) Restatement is checked, all sections below must be completed.

The name of said limited liability company shall be:

Generations BH, LLC

Name must include one of the following words or abbreviations: "limited liability company," "limited," "LLC," "L.L.C.," "ltd." or "ltd"

This limited liability company shall exist for a period of: perpetual
Period of Existence

Purpose

healthcare related services

By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.

Required
Must be signed by a member, manager or other representative.

If authorized representative is an individual, then they must sign in the "signature" box and print their name in the "Print Name" box.

If authorized representative is a business entity, not an individual, then please print the business name in the "signature" box, an authorized representative of the business entity must sign in the "By" box and print their name in the "Print Name" box.

Signature

By (if applicable)

Christopher L. Howard, VP and Secretary
Print Name

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

Doc ID --> 201214500071

DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
05/24/2012	201214500071	ARTICLES OF ORGNZTN/DOM. PROFIT LIM.LIAB. CO. (LCP)	125.00	100.00		.00	.00

Receipt

This is not a bill. Please do not remit payment.

UNISEARCH, INC.
4694 CEMETERY RD
PMB 217
HILLIARD, OH 43026

STATE OF OHIO

CERTIFICATE

Ohio Secretary of State, Jon Husted

2109037

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

GENERATIONS BEHAVIORAL HEALTH - GENEVA, LLC

and, that said business records show the filing and recording of:

Document(s)	Document No(s):
ARTICLES OF ORGNZTN/DOM. PROFIT LIM.LIAB. CO.	**201214500071**

United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 22nd day of May, A.D. 2012.

Jon Husted

Ohio Secretary of State

Doc ID -> 201214500071

Form 533A Prescribed by the:
Ohio Secretary of State

Central Ohio: (614) 466-3910
Toll Free: (877) SOS-FILE (767-3453)

www.OhioSecretaryofState.gov
Business@OhioSecretaryofState.gov

Mail this form to one of the following:

Regular Filing (non expedite)
P.O. Box 670
Columbus, OH 43216

Expedite Filing (Two-business day processing time requires an additional $100.00).
P.O. Box 1390
Columbus, OH 43216

Articles of Organization for a Domestic Limited Liability Company

Filing Fee: $125

CHECK ONLY ONE (1) BOX

(1) ☒ Articles of Organization for Domestic For-Profit Limited Liability Company (116-LCA)

(2) ☐ Articles of Organization for Domestic Nonprofit Limited Liability Company (115-LCA)

Name of Limited Liability Company: Generations Behavioral Health - Geneva, LLC

Name must include one of the following words or abbreviations: "limited liability company," "limited," "LLC," "L.L.C.," "ltd.," or "ltd"

Effective Date (Optional): _____ mm/dd/yyyy

(The legal existence of the limited liability company begins upon the filing of the articles or on a later date specified that is not more than ninety days after filing)

This limited liability company shall exist for (Optional): perpetual
Period of Existence

Purpose (Optional):

2012 MAY 22 PM 1:24
CLERK'S SERVICE CENTER
SECRETARY OF STATE

**Note for Nonprofit LLCs
The Secretary of State does not grant tax exempt status. Filing with our office is not sufficient to obtain state or federal tax exemptions. Contact the Ohio Department of Taxation and the Internal Revenue Service to ensure that the nonprofit limited liability company secures the proper state and federal tax exemptions. Those agencies may require that a purpose clause be provided.

ORIGINAL APPOINTMENT OF AGENT

The undersigned authorized member(s), manager(s) or representative(s) of

Generations Behavioral Health - Geneva, LLC

Name of Limited Liability Company

hereby appoint the following to be Statutory Agent upon whom any process, notice or demand required or permitted by statute to be served upon the limited liability company may be served. The name and address of the agent is

National Registered Agents, Inc.

Name of Agent

145 Baker Street

Mailing Address

Marion	Ohio	43302
City	State	ZIP Code

ACCEPTANCE OF APPOINTMENT

The undersigned, named herein as the statutory agent for

Generations Behavioral Health - Geneva, LLC

Name of Limited Liability Company

hereby acknowledges and accepts the appointment of agent for said limited liability company

Eileen Chaddock

Individual Agent's Signature / Signature on Behalf of Corporate Agent

Eileen Chaddock, Special Asst. Secretary

☐ If the agent is an individual and using a P.O. Box, check this box to confirm that the agent is an Ohio resident.

By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.

Required
Articles and original appointment of agent must be signed by a member, manager or other representative.

If authorized representative is an individual, then they must sign in the "signature" box and print their name in the "Print Name" box.

If authorized representative is a business entity, not an individual, then please print the business name in the "signature" box, an authorized representative of the business entity must sign in the "By" box and print their name in the "Print Name" box.

Cynthia Y Reisz
Signature

By (if applicable)

Cynthia Y Reisz Organizer
Print Name

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

CERTIFIED COPY

FILED - Arkansas Secretary of State - Mark Martin - Doc#: 5331228005 - Filing#: 811067047 - Filed On: 12/31/2014 - Page(s): 2

Arkansas Secretary of State

Mark Martin
State Capitol • Little Rock, Arkansas 72201-1094
501-682-3409 • www.sos.arkansas.gov
Business & Commercial Services, 250 Victory Building, 1401 W. Capitol, Little Rock

ARTICLES OF CONVERSION

ACT 408 OF 2009
(PLEASE TYPE OR PRINT CLEARLY IN INK)

The undersigned hereby state:

Habilitation Center, Inc.
Name of the entity converting from

Corporation — Type of entity converting from
Arkansas — Jurisdiction

Is converting to: Habilitation Center, LLC
Name of entity

Limited Liability Company — Type of entity converting to
Arkansas — Jurisdiction

- The conversion has been approved as required by Arkansas law; and.
- That the conversion has been approved as required by the governing statute of the converted organization; and
- That the converted organization has filed a statement appointing an agent for service of process under § 4-20-112 if the converted organization is a nonfiling or nonqualified foreign entity; and
- That a copy of the plan of conversion is attached or a copy of the plan of conversion is on file at the office located at: 830 Crescent Centre Drive, Suite 610, Franklin, TN 37067;
- And that the effective date of conversion is December 31, 2014 at 10:59 p.m. CST.

I understand that knowingly signing a false document with the intent to file with the Arkansas Secretary of State is a Class C misdemeanor and is punishable by a fine up to $100.00 and/or imprisonment up to 30 days.

Executed this 23rd (Day) day of December (Month) 2014 (Year).

Signature of Authorizing Officer

Christopher L. Howard, Vice President and Secretary
Authorizing Officer and Title of Officer (Type or Print)

These Articles of Conversion must be filed in conjunction with an initial filing appropriate for the specific converted entity type

CERTIFIED COPY

Filing Fee: Partnership $15.00, Limited Liability Company $25.00, Corporation $50.00

Art_Conv Rev 12/2009

CERTIFIED COPY

Arkansas Secretary of State

Mark Martin
State Capitol • Little Rock, Arkansas 72201-1094
501-682-3409 • www.sos.arkansas.gov
Business & Commercial Services, 250 Victory Building, 1401 W. Capitol, Little Rock

Articles of Organization for Limited Liability Company

(PLEASE TYPE OR PRINT CLEARLY IN INK)

The undersigned authorized manager or member or person forming this Limited Liability Company under the Small Business Entity Tax Pass Through Act, Act 1003 of 1993, adopts the following Articles of Organization of such Limited Liability Company:

1. The Name of the Limited Liability Company is : Habilitation Center, LLC

(Must contain the words "Limited Liability Company," "Limited Company," of the abbreviations Must contain the words "Limited Liability Company," "Limited Company," or the abbreviation "L.L.C.," "L.C.," "LLC," or "LC." The word "Limited" may be abbreviated as "Ltd.", and the "Company" may be abbreviated as "Co." Companies which perform Professional Service MUST additionally contain the words "Professional Limited Liability Company," "Professional Limited Company," or the abbreviations "P.L.L.C.," "P.L.C.," "PLLC," or "PLC" and may not contain the name of the person who is not a member except that of a deceased member. The word "Limited" may be abbreviated as "Ltd." and the word "Company" may be abbreviated as "Co.")

2. Address of principal place of business of the Limited Liability Company (Which may be, but not need be, the place of business) shall be: 830 Crescent Centre Drive, Suite 610, Franklin, TN 37067

3. The name and address of the registered agent of this company shall be: The Corporation Company (Name)

124 West Capitol Avenue, Suite 1900 Little Rock, AR 72201
(Physical Street Address) (City, State & Zip)

4. If the management of this company is vested in a manager or managers, a statement to that effect must be included in the space provided or by attachment: The company will be member-managed.

I understand that knowingly signing a false document with the intent to file with the Arkansas Secretary of State is a Class C misdemeanor and is punishable by a fine up to $100.00 and/or imprisonment up to 30 days.

Executed this 23rd day of December, 2014.

(Signature of person(s) forming the company)	Christopher L. Howard (Typed or printed name)
(Signature of person(s) forming the company)	(Typed or printed name)
(Signature of person(s) forming the company)	(Typed or printed name)

CERTIFIED COPY

Filing Fee $50.00 payable to Arkansas Secretary of State

LL-01 Rev. 10/08

Exhibit 3.111

OPERATING AGREEMENT

OF

HABILITATION CENTER, LLC

This Operating Agreement (the "Agreement") of Habilitation Center, LLC, an Arkansas limited liability company (the "Company"), is entered into by and between Rehabilitation Centers, LLC, a Mississippi limited liability company (the "Member") and the persons admitted to the Company as members who shall be identified on Schedule A, as amended from time to time, effective as of December 31, 2014.

Section 1. Organization. Effective December 31, 2014, the Company was converted from an Arkansas corporation to a single-member Arkansas limited liability company by the filing of Articles of Conversion that effected the conversion in the office of the Secretary of State of Arkansas (the "Articles").

Section 2. Registered Office; Registered Agent. The registered office of the Company in the State of Arkansas will be the initial registered office designated in the Articles of Organization (the "Articles") or such other office (which need not be a place of business of the Company) as the Member may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Arkansas will be the initial registered agent designated in the Articles, or such other person as the Member may designate from time to time in the manner provided by law. The principal office of the Company will be at such location as the Member may designate from time to time, which need not be in the State of Arkansas.

Section 3. Powers. The Company will have all powers permitted to be exercised by a limited liability company organized in the State of Arkansas.

Section 4. Term. The Company commenced on the date the Articles were filed with the Secretary of State of Arkansas, and will continue in existence until terminated pursuant to this Agreement.

Section 5. Fiscal Year. The fiscal year of the Company for financial statement and federal income tax purposes will end on December 31 unless otherwise determined by the Member. The Company is to be treated as a disregarded entity for federal tax purposes.

Section 6. Member. The Member owns 100% of the limited liability company interests in the Company.

Section 7. Address. The address of the Member is set forth below:

6100 Tower Circle, Suite 1000
Franklin, TN 37067

Section 8. New Members. No person may be admitted as a member of the Company without the approval of the Member.

Section 9. Liability to Third Parties. The Member will not have any personal liability for any obligations or liabilities of the Company, whether such liabilities arise in contract, tort or otherwise.

Section 10. Capital Contributions. On or before the date hereof, the Member has made a capital contribution in cash to the Company in the amount of $100.00. The Member will not be required to make any additional capital contributions to the Company except as may otherwise be agreed to by the Member.

Section 11. Participation in Profits and Losses. All profits and losses of the Company will be allocated to the Member.

Section 12. Distributions. Distributions will be made by the Company to the Member at such times as may be determined by the Member.

Section 13. Management. The power and authority to manage, direct and control the Company will be vested solely in the Member.

Section 14. Officers. The Member may, from time to time, designate one or more individuals to be officers of the Company, with such titles as the Member may assign to such individuals. The initial officers of the Company will be a President, a Secretary and two Vice Presidents as more specifically provided below. Officers so designated will have such authority and perform such duties as the Member may from time to time delegate to them. Any number of officer positions may be held by the same individual. Any officer may resign as such at any time by providing written notice to the Company. Any officer may be removed as such, either with or without cause, by the Member, in its sole discretion. Any vacancy occurring in any officer position of the Company may be filled by the Member. The officers of the Company, if and when designated by the Member, will have the authority, acting individually, to bind the Company.

Section 15. President. The President will, subject to the control of the Member, have general supervision, direction and control of the business and affairs of the Company. Subject to the control of the Member, the President will have the general powers and duties of management usually vested in the office of president and chief executive officer of corporations, and will have such other powers and duties as may be prescribed by the Member.

Section 16. Secretary. The Secretary will, subject to the control of the Member, prepare and keep the minutes of the proceedings of the Company in books provided for that purpose, see that all notices are duly given in accordance with the provisions of the Act, be custodian of the Company records, and will have the general powers and duties usually vested in the office of secretary of corporations, and will have such other powers and duties as may be prescribed by the Member.

Section 17. Vice Presidents. The Vice Presidents will, subject to the control of the Member, perform such duties as may be assigned to them by the President and will have the general powers and duties usually vested in the office of vice president of corporations, and will have such other powers and duties as may be prescribed by the Member. In the case of the death, disability or absence of the President, a Vice President shall perform and be vested with all the duties and powers of the President until the Member appoints a new President.

Section 18. Indemnification. The Company shall indemnify any individual who is or was a party or is or was threatened to be made a party to any action, suit, or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was an officer of the Company against expenses (including reasonable attorneys' fees and expenses), judgments, fines and amounts paid in settlement actually and reasonably incurred by such individual in connection with such action, suit or proceeding, to the extent permitted by applicable law. The right to indemnification conferred in this Section 18 includes the right of such individual to be paid by the Company the expenses incurred in defending any such action in advance of its final disposition (an "Advancement of Expenses"); provided, however, that the Company will only make an Advancement of Expenses upon delivery to the Company of an undertaking, by or on behalf of such Indemnitee, to repay all amounts so advanced if it is ultimately determined that such Indemnitee is not entitled to be indemnified under this Section 18 or otherwise.

Section 19. Tax Treatment. Unless otherwise determined by the Member, the Company shall be a disregarded entity for U.S. federal income tax purposes (as well as for any analogous state or local tax purposes).

Section 20. Dissolution. The Company will dissolve and its affairs will be wound up as may be determined by the Member, or upon the earlier occurrence of any other event causing dissolution of the Company under the Act. In such event, the Member will proceed diligently to wind up the affairs of the Company and make final distributions, and will cause the existence of the Company to be terminated.

Section 21. Amendment or Modification. This Agreement may be amended or modified from time to time only by a written instrument that is executed by the Member.

Section 22. Binding Effect. This Agreement will be binding on and inure to the benefit of the Member and its successors and assigns.

Section 23. Governing Law. This Agreement is governed by and will be construed in accordance with the law of the State of Delaware without regard to the conflicts of law principles thereof.

IN WITNESS THEREOF, the parties hereto have executed this Agreement effective as of the date set forth above.

MEMBER:

REHABILITATION CENTERS, LLC

By: /s/ Christopher L. Howard
Name: Christopher L. Howard
Its: Vice President and Secretary

Schedule A

None.

Exhibit 3.112

State of Delaware
Secretary of State
Division of Corporations
Delivered 09:09 AM 09/29/2006
FILED 08:55 AM 09/29/2006
SRV 060898451 - 4169562 FILE

AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION

OF

HABIT HOLDINGS, INC.

Habit Holdings, Inc. (hereinafter referred to as the "***Corporation***"), a corporation organized and existing under the laws of the State of Delaware, hereby certifies that:

ONE: The date of filing the original Certificate of Incorporation of the Corporation with the Secretary of State of the State of Delaware was June 5, 2006.

TWO: This Amended and Restated Certificate of Incorporation amends, restates and integrates the provisions of the Certificate of Incorporation of the Corporation.

THREE: The Certificate of Incorporation of this Corporation is hereby amended and restated in its entirety as follows:

ARTICLE I.

The name of the Corporation is Habit Holdings, Inc.

ARTICLE II.

The address of the registered office of the Corporation in the State of Delaware is 160 Greentree Drive, Suite 101, in the City of Dover, County of Kent. The name of the Corporation's registered agent at said address is National Registered Agents, Inc.

ARTICLE III.

The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of the State of Delaware.

ARTICLE IV.

A. This Corporation is authorized to issue two classes of stock to be designated, respectively, "Common Stock" and "Preferred Stock." The total number of shares which the Corporation is authorized to issue is Forty-Seven Million Four Hundred Forty-Four Thousand Four Hundred Forty- Five (47,444,445) shares, Sixteen Million Nine Hundred Forty-Four Thousand Four Hundred Forty-Five (16,944,445) shares of which shall be designated as Common Stock (the "***Common Stock***") and Thirty Million Five Hundred Thousand (30,500,000) shares of which shall be designated as Preferred Stock (the "***Preferred Stock***"). The Preferred Stock shall have a par value of $0.001 per share and the Common Stock shall have a par value of $0.001 per share.

B. The number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares of Common Stock then outstanding) by the affirmative vote of the holders of a majority of the stock of the Corporation (voting together on an as-if-converted to Common Stock basis). The Preferred Stock may be issued from time to time in one or more series. The Board of Directors is hereby authorized, within the limitations and restrictions stated in this Amended and Restated

Certificate of Incorporation, to fix or alter the rights, preferences, privileges and restrictions granted to or imposed upon any wholly unissued series of Preferred Stock, and the number of shares constituting any such series and the designation thereof, or any of them; and to increase or decrease the number of shares of any series prior or subsequent to the issue of shares of that series, but not below the number of shares of such series then outstanding. In case the number of shares of any series shall be so decreased, the shares constituting such decrease shall resume the status which they had prior to the adoption of the resolution originally fixing the number of shares of such series.

C. PREFERRED STOCK.

The rights, preferences, privileges, restrictions and other matters relating to the Preferred Stock are as follows:

1. DESIGNATION. Fifteen Million Two Hundred Fifty Thousand (15,250,000) of the authorized shares of Preferred Stock are hereby designated as Series A Non-Voting Redeemable Preferred Stock (the "***Series A Redeemable Preferred Stock***") and Fifteen Million Two Hundred Fifty Thousand (15,250,000) of the authorized shares of Preferred Stock are hereby designated as Series A Voting Convertible Preferred Stock (the "***Series A Convertible Preferred Stock*** and together with the Series A Redeemable Preferred Stock, the "***Series A Preferred Stock***").

2. DIVIDEND RIGHTS.

(a) From and after the date of the original issuance of the Series A Redeemable Preferred Stock (the "***Series A Redeemable Original Issue Date***"), each of the holders of shares of Series A Redeemable Preferred Stock, in preference to the holders of any other stock including, without limitation, the Series A Convertible Preferred Stock and the Common Stock of the Corporation ("***Junior Stock***"), shall be entitled to receive out of funds that are legally available therefore, cumulative dividends at the rate of eight percent (8%) of the Series A Redeemable Original Issue Price (as defined below) per annum on each outstanding share of Series A Redeemable Preferred Stock, accrued **[quarterly]** (the "***Series A Redeemable Dividends***"). The Series A Redeemable Dividends shall be payable in cash or in-kind, at the option of the holder.

(b) The "***Series A Redeemable Original Issue Price***" of the Series A Redeemable Preferred Stock shall be one dollar ($1.00) as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares; provided, however, that the Series A Redeemable Dividends shall be cumulative and shall be payable only: (A) upon a Liquidation Event (as defined herein), (B) upon redemption of the Series A Redeemable Preferred Stock under Section C(6) hereof, or (C) as set forth below.

(c) So long as any shares of Series A Preferred Stock shall be outstanding, no dividend, whether in cash or property, shall be paid or declared, nor shall any other distribution be made, on any Junior Stock, nor shall any shares of any Junior Stock of the Corporation be purchased, redeemed, or otherwise acquired for value by the Corporation (except for acquisitions of Common Stock by the Corporation pursuant to agreements which permit the Corporation to repurchase such shares upon termination of services to the Corporation or in exercise of the Corporation's right of first refusal upon a proposed transfer) until (i) the Board of Directors shall declare a similar dividend on all outstanding shares of Series A Convertible Preferred Stock (determined on an as-converted basis pursuant to Section C(5) hereof), for purposes of this Section C(2)(c)(i) only, the Common Stock shall be deemed to be junior to the Series A Convertible Preferred Stock, and (ii) for so long as any shares of Series A Redeemable Preferred Stock are outstanding, all accrued dividends (set forth in Section C(2)(b) above) on the Series A

Redeemable Preferred Stock shall have been paid or declared and set apart. The provisions of this Section C(2)(c) shall not, however, apply to (i) a dividend payable in Common Stock, (ii) the acquisition of shares of any Junior Stock in exchange for shares of any other Junior Stock, or (iii) any repurchase of any outstanding securities of the Corporation that is approved by the holders in interest of a majority of the Corporation's Series A Convertible Preferred Stock other than (A) the repurchase of unvested shares from employees, directors or consultants at the lower of fair market value or cost, upon termination of the employment or other service relationship with such individuals or pursuant to the terms of agreements which were entered into in connection with the original issuance of such capital stock (or options to purchase such capital stock); or (B) the redemption of the Series A Redeemable Preferred Stock pursuant to and in accordance with this Amended and Restated Certificate of Incorporation.

3. VOTING RIGHTS.

(a) General Rights. Except as otherwise provided herein or as required by law,

(i) the Series A Redeemable Preferred Stock shall not be entitled to vote on any matters submitted to a vote or written consent of the stockholders of the Corporation; and

(ii) the Series A Convertible Preferred Stock shall be voted, on an as-if converted to Common Stock basis, together with the shares of the Common Stock of the Corporation and not as a separate class, at any annual or special meeting of stockholders of the Corporation, and may act by written consent in the same manner as the Common Stock, in either case upon the following basis: each holder of shares of Series A Convertible Preferred Stock shall be entitled to such number of votes as shall be equal to the whole number of shares of Common Stock into which such holder's aggregate number of shares of Series A Convertible Preferred Stock are then convertible (pursuant to Section C(5) hereof).

(b) Separate Vote of Series A Convertible Preferred Stock. The vote or written consent of the holders of a majority of the outstanding Series A Convertible Preferred Stock shall be necessary for effecting or validating the following actions:

(i) Any amendment, alteration, waiver or repeal of any provision of this Amended and Restated Certificate of Incorporation of the Corporation, including, without limitation, any filing of a Certificate of Designation or the Bylaws of the Corporation (whether by merger, consolidation or otherwise) in any matter that could alter or otherwise amend any of the rights, preferences or privileges of the Series A Preferred Stock;

(ii) Any increase or decrease (other than by redemption or conversion) in the authorized number of shares of capital stock of the Corporation or any subsidiary or any issuance of shares of capital stock of any subsidiary;

(iii) Any authorization or any designation, whether by reclassification or otherwise (including, by modification of any security), of any new class or series of stock or any other securities convertible into or exercisable for equity securities of the Corporation ranking on a parity with or senior to the Series A Preferred Stock in right of redemption, liquidation preference, voting or dividends or any increase in the authorized or designated number of any such new class or series;

(iv) Any agreement by the Corporation or its stockholders regarding any Liquidation Event (each as defined in Section C(4)(a) hereof);

(v) Any increase or decrease in the authorized number of members of the Corporation's Board of Directors or change in the election procedures thereof other than pursuant to Section C(6)(c) hereof;

(vi) Any agreement by the Corporation to repurchase, redeem, retire or otherwise acquire (directly or indirectly through one or more subsidiaries or otherwise) any of the outstanding capital stock of the Corporation, except for (A) the repurchase of unvested shares from employees, directors or consultants at the lower of fair market value or cost, upon termination of the employment or other service relationship with such individuals or pursuant to the terms of agreements which were entered into in connection with the original issuance of such capital stock (or options to purchase such capital stock); or (B) the redemption of the Series A Redeemable Preferred Stock pursuant to and in accordance with this Amended and Restated Certificate of Incorporation;

(vii) Any declaration or payment of dividends or distributions of cash, property or securities of the Corporation with respect to any shares of Common Stock or any other capital stock of the Corporation other than dividends or distributions required to be made on or with respect to Preferred Stock or dividends on or with respect to the Common Stock payable solely in shares of Common Stock;

(viii) Any acquisition, whether by the Corporation or through any subsidiary, of all or substantially all the assets of or a controlling interest in, any entity or other Corporation or business, whether in a single transaction or a series of related transactions, for gross consideration (including in such calculation the amount of assumed indebtedness) in excess of $1,000,000;

(ix) Any voluntary liquidation, dissolution or winding up of the Corporation, effect any sale, lease, assignment, transfer, license or other conveyance of the assets of the Corporation or any of its subsidiaries (other than a sale, lease, assignment through license or conveyance in the ordinary course of business with proceeds of less than $1,000,000), effect any consolidation, merger, share exchange or other combination involving the Corporation or any of its subsidiaries, effect any sale assignment, transfer or other conveyance of any of the capital stock of any subsidiary, or effect any reclassification, reorganization or other change of any stock or any recapitalization of the Corporation which would have the effect of any of the foregoing, including any transaction which would result in a change of control of the Corporation or any subsidiary or otherwise result in a Liquidation Event, other than dispositions from time to time in the ordinary course of business;

(x) The incurrence or assumption, whether by the Corporation or any subsidiary, of indebtedness greater than $250,000;

(xi) Any agreement or covenant by the Corporation that obligates the Corporation or any subsidiary to do any of the foregoing.

(d) Election of Board of Directors. For so long as the authorized size of the Corporation's Board of Directors is five (5) or more, unless expanded in accordance with Section C(6)(c) hereof, the holders of Series A Convertible Preferred, voting as a separate class, shall be entitled to elect three (3) members of the Corporation's Board of Directors (the "***Preferred Directors***") at each meeting or pursuant to each consent of the Corporation's stockholders for the election of directors, and to remove from office such director and to fill any vacancy caused by the resignation, death or removal of such directors in the manner set forth in that certain Stockholders' Agreement, dated September 29, 2006 by and among the Corporation and the stockholders identified therein, as may be amended from time to time (the "***Stockholders' Agreement***").

4. LIQUIDATION RIGHTS.

(a) Upon any liquidation, dissolution, or winding up of the Corporation, whether voluntary or involuntary (each, a "***Liquidation Event***" and including any Liquidation Event identified in Section 4(c) below), before any distribution or payment shall be made to the holders of any Junior Stock, the holders of Series A Redeemable Preferred Stock shall be entitled to be paid, out of the assets of the Corporation, an amount per share of Series A Redeemable Preferred Stock equal to the Series A Redeemable Original Issue Price, plus the accrued and unpaid Series A Redeemable Dividends (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares) for each share of Series A Redeemable Preferred Stock held by them. If, upon any Liquidation Event, the assets of the Corporation shall be insufficient to make payment in full to all holders of Series A Redeemable Preferred Stock of the Liquidation Amount set forth in this Section 4(a), then such assets shall be distributed among the holders of Series A Redeemable Preferred Stock at the time outstanding, ratably in proportion to the full Liquidation Amounts to which they would otherwise be respectively entitled, based on the Series A Redeemable Original Issue Price paid by such holders.

(b) After the payment of the full Liquidation Amount of the Series A Redeemable Preferred Stock as set forth in Section 4(a) above, the remaining assets of the Corporation legally available for distribution, if any, shall be distributed ratably to the holders of Common Stock and Series A Convertible Preferred Stock on an as-if-converted to Common Stock basis.

(c) For purposes of this Section 4, a "Liquidation Event" under this Section 4 shall include:

(i) any consolidation, merger or sale of the Corporation with or into any other corporation or other entity or person, or any other corporate reorganization or transaction, in which the stockholders of the Corporation immediately prior to such consolidation, merger or reorganization, own less than fifty percent (50%) of the Corporation's outstanding voting power immediately after such consolidation, merger or reorganization, or any transaction or series of related transactions to which the Corporation is a party in which in excess of fifty percent (50%) of the Corporation's outstanding voting power is transferred, excluding any consolidation or merger effected exclusively to change the domicile of the Corporation (an "***Acquisition***");

(ii) a sale, lease or other disposition of all or substantially all of the assets of any of (a) the Corporation, (b) Habit Opco, Inc., a Delaware corporation and wholly owned subsidiary of the Corporation, or (c) the Corporation and its subsidiaries, taken as a whole (an "***Asset Transfer***"); or

(iii) In any of such events, if the consideration received by the Corporation is other than cash, its value will be deemed its fair market value as determined in good faith by the Board of Directors (including the Preferred Directors). Any securities shall be valued as follows:

(A) Securities not subject to investment letter or other similar restrictions on free marketability covered by (B) below:

(1) If traded on a securities exchange or through the Nasdaq National Market, the value shall be deemed to be the average of the closing prices of the securities on such quotation system over the thirty (30) day period ending three (3) days prior to the Liquidation Event;

(2) If actively traded over-the-counter, the value shall be deemed to be the average of the closing bid or sale prices (whichever is applicable) over the thirty (30) day period ending three (3) days prior to the Liquidation Event; and

(3) If there is no active public market for the securities, the value shall be the fair market value thereof, as determined by the Board of Directors (including the Preferred Directors).

(B) Notwithstanding anything to the contrary in this Section C(4), any such event described in Section C(4)(c) above shall not be deemed a Liquidation Event if the holders of all of the then outstanding shares of Series A Redeemable Preferred Stock so elect.

(C) The method of valuation of securities subject to investment letter or other restrictions on free marketability (other than restrictions arising solely by virtue of a shareholder's status as an affiliate or former affiliate) shall be to make an appropriate discount from the market value determined as above in (A) (1), (2) or (3) to reflect the approximate fair market value thereof, as determined by the Board of Directors.

5. CONVERSION RIGHTS.

The holders of the Series A Convertible Preferred Stock shall have the following rights with respect to the conversion of the Series A Convertible Preferred Stock into shares of Common Stock (the "***Conversion Rights***"):

(a) Optional Conversion. Subject to and in compliance with the provisions of this Section C(5), any shares of Series A Convertible Preferred Stock may, at the option of the holder, be converted at any time into fully-paid and nonassessable shares of Common Stock. The number of shares of Common Stock to which a holder of Series A Convertible Preferred Stock shall be entitled upon conversion shall be the product obtained by multiplying the applicable "Series A Convertible Preferred Stock Conversion Rate" then in effect (determined as provided in Section C(5)(b)) for such shares of Series A Convertible Preferred Stock by the number of shares of Series A Convertible Preferred Stock being converted.

(b) Series A Convertible Preferred Stock Conversion Rate. The conversion rate in effect at any time for conversion of the Series A Convertible Preferred Stock (the "***Series A Convertible Preferred Stock Conversion Rate***") shall be the quotient obtained by dividing one dollar ($1.00) by the "Series A Convertible Preferred Stock Conversion Price," calculated as provided in Section C(5)(c).

(c) Series A Convertible Preferred Stock Conversion Price. The conversion price for the Series A Convertible Preferred Stock shall initially be one dollar ($1.00) (the "***Series A Convertible Preferred Stock Conversion Price***"). Such initial Series A Convertible Preferred Stock Conversion Price shall be adjusted from time to time in accordance with this Section C(5). All references to the Series A Convertible Preferred Stock Conversion Price herein shall mean the Series A Convertible Preferred Stock Conversion Price as so adjusted.

(d) Mechanics of Conversion. Each holder of Series A Convertible Preferred Stock who desires to convert the same into shares of Common Stock pursuant to this Section C(5) shall surrender the certificate or certificates therefor, duly endorsed, at the office of the Corporation or any transfer agent for the Series A Convertible Preferred Stock, and shall give written notice to the Corporation at such office that such holder elects to convert the same. Such notice shall state

the number of shares of Series A Convertible Preferred Stock being converted. Thereupon, the Corporation shall promptly issue and deliver at such office to such holder a certificate or certificates for the number of shares of Common Stock to which such holder is entitled and shall promptly pay in cash (at the Common Stock's fair market value determined in good faith by the Board of Directors as of the date of such conversion) the value of any fractional share of Common Stock otherwise issuable to any holder of Series A Convertible Preferred Stock. Such conversion shall be deemed to have been made at the close of business on the date of such surrender of the certificates representing the shares of Series A Convertible Preferred Stock to be converted, and the person entitled to receive the shares of Common Stock issuable upon such conversion shall be treated for all purposes as the record holder of such shares of Common Stock on such date.

(e) Adjustment for Stock Splits and Combinations. If the Corporation shall at any time or from time to time after the date of the original issuance of the Series A Convertible Preferred Stock (the "***Series A Convertible Original Issue Date***"), effect a subdivision of the outstanding Common Stock without a corresponding subdivision of the Series A Convertible Preferred Stock, the Series A Convertible Preferred Stock Conversion Price in effect immediately before that subdivision shall be proportionately decreased. Conversely, if the Corporation shall at any time or from time to time after the Original Issue Date combine the outstanding shares of Common Stock into a smaller number of shares without a corresponding combination of the Series A Convertible Preferred Stock, the Series A Convertible Preferred Stock Conversion Price in effect immediately before that combination shall be proportionately increased. Any adjustment under this Section C(5)(e) shall become effective at the close of business on the date the subdivision or combination becomes effective.

(f) Adjustment for Common Stock Dividends and Distributions. If the Corporation at any time or from time to time after the Series A Convertible Original Issue Date makes, or fixes a record date for the determination of holders of Common Stock entitled to receive a dividend or other distribution payable in additional shares of Common Stock or other securities or rights convertible into, or entitling the holder thereof to receive directly or indirectly additional shares of Common Stock ("***Common Stock Equivalents***"), in each such event the Series A Convertible Preferred Stock Conversion Price that is then in effect shall be decreased as of the time of such issuance or, in the event such record date is fixed, as of the close of business on such record date, by multiplying the Series A Convertible Preferred Stock Conversion Price then in effect by a fraction (i) the numerator of which is the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date, and (ii) the denominator of which is the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date plus the number of shares of Common Stock issuable in payment of such dividend or distribution with the number of shares issuable with respect to Common Stock Equivalents determined in the manner provided for deemed issuances in Section C(5)(i)(iii); provided, however, that if such record date is fixed and such dividend is not fully paid or if such distribution is not fully made on the date fixed therefor, the Series A Convertible Preferred Stock Conversion Price shall be recomputed accordingly as of the close of business on the date fixed for payment of such dividend or distribution and thereafter the Series A Convertible Preferred Stock Conversion Price shall be adjusted pursuant to this Section C(5)(f) to reflect the actual payment of such dividend or distribution.

In the event the Corporation shall declare a distribution payable in securities of other persons, evidences of indebtedness issued by the Corporation or other persons, assets (excluding cash dividends) or options or rights not referred to in the preceding paragraph, then, in each such case for the purpose of this Section C(5)(f), the holders of the Series A Convertible Preferred Stock shall be entitled to a proportionate share of any such distribution as though they were the holders of the number of shares of Common Stock of the Corporation into which their shares of Series A Convertible Preferred Stock are convertible as of the record date fixed for the determination of the holders of Common Stock of the Corporation entitled to receive such distribution.

(g) Adjustment for Reclassification, Exchange and Substitution. If at any time or from time to time after the Series A Convertible Original Issue Date, the Common Stock issuable upon the conversion of the Series A Convertible Preferred Stock is changed into the same or a different number of shares of any class or classes of stock, whether by recapitalization, reclassification or otherwise (other than by an Acquisition or Asset Transfer as defined in Section C(4)(c) or a subdivision or combination of shares or stock dividend or a reorganization, merger, consolidation or sale of assets provided for elsewhere in this Section C(5)), then in any such event each holder of Series A Convertible Preferred Stock shall have the right thereafter to convert such Series A Convertible Preferred Stock into the kind and amount of stock and other securities and property receivable upon such recapitalization, reclassification or other change by holders of the maximum number of shares of Common Stock into which such shares of Series A Convertible Preferred Stock could have been converted immediately prior to such recapitalization, reclassification or change, all subject to further adjustment as provided herein or with respect to such other securities or property by the terms thereof.

(h) Reorganizations, Mergers, Consolidations or Sales of Assets. If at any time or from time to time after the Series A Convertible Original Issue Date, there is a capital reorganization of the Common Stock (other than a Liquidation Event as defined in Section C(4)(c) or a recapitalization, subdivision, combination, reclassification, exchange or substitution of shares provided for elsewhere in this Section C(5)), then as a part of such capital reorganization, provision shall be made so that the holders of the Series A Convertible Preferred Stock shall thereafter be entitled to receive upon conversion of the Series A Convertible Preferred Stock the number of shares of stock or other securities or property of the Corporation to which a holder of the number of shares of Common Stock deliverable upon conversion of the Series A Convertible Preferred Stock would have been entitled on such capital reorganization, subject to adjustment in respect of such stock or securities by the terms thereof. In any such case, appropriate adjustment shall be made in the application of the provisions of this Section C(5) with respect to the rights of the holders of Series A Convertible Preferred Stock after the capital reorganization to the end that the provisions of this Section C(5) (including adjustment of the Series A Convertible Preferred Stock Conversion Price then in effect and the number of shares issuable upon conversion of the Series A Convertible Preferred Stock) shall be applicable after that event and be as nearly equivalent as practicable.

(i) Sale of Shares below Series A Convertible Preferred Stock Conversion Price.

(i) If at any time or from time to time after the Series A Convertible Original Issue Date, the Corporation issues or sells, or is deemed by the express provisions of this subsection (i) to have issued or sold, Additional Shares of Common Stock (as defined in subsection (i)(iv) below), other than as a dividend or other distribution on any class of stock as provided in Section C(5)(f) above, and other than a subdivision or combination of shares of Common Stock as provided in Section C(5)(e) above, for an Effective Price (as defined in subsection (i)(iv) below) less than the then effective Series A Convertible Preferred Stock Conversion Price, then and in each such case the then existing Series A Convertible Preferred Stock Conversion Price shall be reduced, as of the opening of business on the date of such issue or sale, to a price determined by multiplying such Series A Convertible Preferred Stock Conversion Price then in effect by a fraction (i) the numerator of which shall be (A) the number of shares of Common Stock deemed outstanding (as determined below) immediately prior to such issue or sale, plus (B) the number of shares of Common Stock which the aggregate consideration received (as defined in subsection (i)(ii)) by the Corporation for the total number of Additional Shares of Common Stock so issued would purchase at such Series A Convertible Preferred Stock Conversion Price, and (ii)

the denominator of which shall be (A) the number of shares of Common Stock deemed outstanding (as determined below) immediately prior to such issue or sale plus (B) the total number of Additional Shares of Common Stock so issued. For the purposes of the preceding sentence, the number of shares of Common Stock deemed to be outstanding as of a given date shall be the sum of (A) the number of shares of Common Stock actually outstanding (including shares subject to repurchase by the Corporation at cost), and (B) the number of shares of Common Stock into which the then outstanding shares of Series A Convertible Preferred Stock could be converted if fully converted on the day immediately preceding the given date.

(ii) For the purpose of making any adjustment required under this Section 5(i), the consideration received by the Corporation for any issue or sale of securities shall (A) to the extent it consists of cash, be computed at the net amount of cash received by the Corporation after deduction of any underwriting or similar commissions, compensation or concessions paid or allowed by the Corporation in connection with such issue or sale but without deduction of any expenses payable by the Corporation, (B) to the extent it consists of property other than cash, be computed at the fair value of that property as determined in good faith by the Board of Directors, and (C) if Additional Shares of Common Stock, Convertible Securities (as defined in subsection (i)(iii)) or rights or options to purchase either Additional Shares of Common Stock or Convertible Securities are issued or sold together with other stock or securities or other assets of the Corporation for a consideration which covers both, be computed as the portion of the consideration so received that may be reasonably determined in good faith by the Board of Directors to be allocable to such Additional Shares of Common Stock, Convertible Securities or rights or options.

(iii) For the purpose of the adjustment required under this Section C(5)(i), if the Corporation issues or sells (i) stock or other securities convertible into or exchangeable for Additional Shares of Common Stock (such convertible stock or securities being herein referred to as "***Convertible Securities***") or (ii) rights or options for the purchase of Additional Shares of Common Stock or Convertible Securities, and if the Effective Price of such Additional Shares of Common Stock is less than the Series A Convertible Preferred Stock Conversion Price then in effect, the Corporation shall be deemed to have issued at the time of the issuance of such rights or options or Convertible Securities the maximum number of Additional Shares of Common Stock issuable upon exercise or conversion thereof and to have received as consideration for the issuance of such shares an amount equal to the total amount of the consideration, if any, received by the Corporation for the issuance of such rights or options or Convertible Securities, plus, in the case of such rights or options, the minimum amounts of consideration, if any, payable to the Corporation upon the exercise of such rights or options, plus, in the case of Convertible Securities, the minimum amounts of consideration, if any, payable to the Corporation (other than by cancellation of liabilities or obligations evidenced by such Convertible Securities) upon the conversion thereof; provided, that if in the case of Convertible Securities the minimum amounts of such consideration cannot be ascertained, but are a function of antidilution or similar protective clauses, the Corporation shall be deemed to have received the minimum amounts of consideration without reference to such clauses; provided, further, that if the minimum amount of consideration payable to the Corporation upon the exercise or conversion of rights, options or Convertible Securities is reduced over time or on the occurrence or non-occurrence of specified events other than by reason of antidilution adjustments, the Effective Price shall be recalculated using the figure to which such minimum amount of consideration is reduced; provided, further, that if the minimum amount of consideration payable to the Corporation upon the exercise or conversion of such rights, options or Convertible Securities is subsequently increased, the Effective Price shall be again recalculated using the increased minimum amount of consideration payable to the Corporation upon the exercise or conversion of such rights, options or Convertible Securities. No further adjustment of the Series A Convertible Preferred Stock Conversion Price, as adjusted upon the issuance of such rights, options or Convertible Securities, shall be made as a result of the actual issuance of Additional Shares of Common Stock on the

exercise of any such rights or options or the conversion of any such Convertible Securities. If any such rights or options or the conversion privilege represented by any such Convertible Securities shall expire without having been exercised, the Series A Convertible Preferred Stock Conversion Price as adjusted upon the issuance of such rights, options or Convertible Securities shall be readjusted to the Series A Convertible Preferred Stock Conversion Price which would have been in effect had an adjustment been made on the basis that the only Additional Shares of Common Stock so issued were the Additional Shares of Common Stock, if any, actually issued or sold on the exercise of such rights or options or rights of conversion of such Convertible Securities, and such Additional Shares of Common Stock, if any, were issued or sold for the consideration actually received by the Corporation upon such exercise, plus the consideration, if any, actually received by the Corporation for the granting of all such rights or options, whether or not exercised, plus the consideration, if any, actually received for issuing or selling the Convertible Securities actually converted, plus the consideration, if any, actually received by the Corporation (other than by cancellation of liabilities or obligations evidenced by such Convertible Securities) on the conversion of such Convertible Securities, provided, that such readjustment shall not apply to prior conversions of Series A Convertible Preferred Stock.

(iv) "***Additional Shares of Common Stock***" shall mean all shares of Common Stock issued by the Corporation or deemed to be issued pursuant to this Section C(5)(i) after the Series A Convertible Original Issue Date, whether or not subsequently reacquired or retired by the Corporation, other than (A) shares of Common Stock issued upon conversion of the Series A Convertible Preferred Stock; (B) up to 1,694,445 shares of Common Stock (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like), or such larger number as approved by the Board of Directors (including the Preferred Directors), issuable or issued to employees, officers or directors of, or consultants or advisors to the Corporation or any subsidiary pursuant to stock purchase or stock option plans or other arrangements that are approved by the Board of Directors (including the Preferred Directors); (C) Equity Securities issued pursuant to a merger, consolidation, acquisition or similar business combination approved by the Board of Directors (including the Preferred Directors); and (D) Equity Securities issued pursuant to any equipment leasing or loan arrangement, or debt financing from a bank or similar financial or lending institution approved by the Board of Directors (including the Preferred Directors). References to Common Stock in this clause (iv) above shall mean all shares of Common Stock issued by the Corporation or deemed to be issued pursuant to this Section C(5)(i). The "***Effective Price***" of Additional Shares of Common Stock shall mean the quotient determined by dividing the total number of Additional Shares of Common Stock issued or sold, or deemed to have been issued or sold by the Corporation under this Section C(5)(i), into the aggregate consideration received, or deemed to have been received by the Corporation for such issue under this Section C(5)(i), for such Additional Shares of Common Stock. "***Equity Securities***" shall mean (i) any Common Stock, Preferred Stock or other security, (ii) any security convertible, with or without consideration, into any Common Stock, Preferred Stock or other security, (iii) any security carrying any warrant or right to subscribe to or purchase any Common Stock, Preferred Stock or other security or (iv) any such warrant or right.

(j) Certificate of Adjustment. In each case of an adjustment or readjustment of the Series A Convertible Preferred Stock Conversion Price for the number of shares of Common Stock or other securities issuable upon conversion of the Series A Convertible Preferred Stock, if the Series A Convertible Preferred Stock is then convertible pursuant to this Section C(5), the Corporation, at its expense, shall compute such adjustment or readjustment in accordance with the provisions hereof and prepare a certificate showing such adjustment or readjustment, and shall mail such certificate, by first class mail, postage prepaid, to each registered holder of Series A Convertible Preferred Stock at the holder's address as shown in the Corporation's books. The certificate shall set forth such adjustment or readjustment, showing in detail the facts upon which such adjustment or readjustment is based, including a statement of (i) the consideration received or deemed to be received by the Corporation for any Additional Shares of Common Stock issued or sold or deemed to have been issued or sold, (ii) the

Series A Convertible Preferred Stock Conversion Price at the time in effect, (iii) the number of Additional Shares of Common Stock issued or sold or deemed to have been issued and sold and (iv) the number of shares of Common Stock and the type and amount, if any, of other property which at the time would be received upon conversion of the Series A Convertible Preferred Stock.

(k) Notices of Record Date. Upon (i) the setting of a record date by the Corporation of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend or other distribution, or (ii) any Acquisition (as defined in Section C(4)(c) of this Article) or other capital reorganization of the Corporation, any reclassification or recapitalization of the capital stock of the Corporation, any merger or consolidation of the Corporation with or into any other corporation, or any Asset Transfer, any voluntary or involuntary dissolution, liquidation or winding up of the Corporation, or any other Liquidation Event, the Corporation shall mail to each holder of Series A Preferred Stock at least ten (10) days prior to the record date specified therein (or such shorter period approved by at least two-thirds (2/3) of the outstanding Series A Preferred Stock) a notice specifying (A) the date on which any such record is to be taken for the purpose of such dividend or distribution and a description of such dividend or distribution, (B) the date on which any such Acquisition, reorganization, reclassification, transfer, consolidation, merger, Asset Transfer, dissolution, liquidation, winding up, or other Liquidation Event is expected to become effective, and (C) the date, if any, that is to be fixed as to when the holders of record of Common Stock (or other securities) shall be entitled to exchange their shares of Common Stock (or other securities) for securities or other property deliverable upon such Acquisition, reorganization, reclassification, transfer, consolidation, merger, Asset Transfer, dissolution, liquidation, winding up, or other Liquidation Event.

(l) Automatic Conversion.

(i) Each share of Series A Convertible Preferred Stock shall automatically be converted into shares of Common Stock, based on the then-effective Series A Convertible Preferred Stock Conversion Price, (A) at any time upon the affirmative election of the holders of at least a majority of the outstanding shares of the Series A Convertible Preferred Stock, or (B) immediately upon the closing of a firmly underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended, covering the offer and sale of Common Stock for the account of the Corporation in which (1) the gross cash proceeds to the Corporation (before underwriting discounts, commissions and fees) are at least $35,000,000 and (2) the per share issue price is at least $5.00 (a "***Qualified Public Offering***").

(ii) Upon the occurrence of either of the events specified in Section C(5)(l)(i) above, the outstanding shares of Series A Convertible Preferred Stock shall be converted automatically without any further action by the holders of such shares and whether or not the certificates representing such shares are surrendered to the Corporation or its transfer agent; provided, however, that the Corporation shall not be obligated to issue certificates evidencing the shares of Common Stock issuable upon such conversion unless the certificates evidencing such shares of Series A Convertible Preferred Stock are either delivered to the Corporation or its transfer agent as provided below, or the holder notifies the Corporation or its transfer agent that such certificates have been lost, stolen or destroyed and executes an agreement satisfactory to the Corporation to indemnify the Corporation from any loss incurred by it in connection with such certificates. Upon the occurrence of such automatic conversion of the Series A Convertible Preferred Stock, the holders of Series A Convertible Preferred Stock shall surrender the certificates representing such shares at the office of the Corporation or any transfer agent for the Series A Convertible Preferred Stock. Thereupon, there shall be issued and delivered to such holder promptly at such office and in its name as shown on such surrendered certificate or certificates, a certificate or certificates for the number of shares of Common Stock into which the shares of Series A Convertible Preferred Stock surrendered were convertible on the date on which such automatic conversion occurred.

(m) Fractional Shares. No fractional shares of Common Stock shall be issued upon conversion of Series A Convertible Preferred Stock. All shares of Common Stock (including fractions thereof) issuable upon conversion of more than one share of Series A Convertible Preferred Stock by a holder thereof shall be aggregated for purposes of determining whether the conversion would result in the issuance of any fractional share. If, after the aforementioned aggregation, the conversion would result in the issuance of any fractional share, the Corporation shall, in lieu of issuing any fractional share, pay cash equal to the product of such fraction multiplied by the Common Stock's fair market value (as determined in good faith by the Board of Directors) on the date of conversion.

(n) Reservation of Stock Issuable upon Conversion. The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock, solely for the purpose of effecting the conversion of the shares of the Series A Convertible Preferred Stock, such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of the Series A Convertible Preferred Stock. If at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Series A Convertible Preferred Stock, the Corporation will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purpose.

(o) Notices. Any notice required by the provisions of this Section C(5) shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the party to be notified, (ii) when sent by confirmed telex or facsimile if sent during normal business hours of the recipient; if not, then on the next business day, (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (iv) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt All notices shall be addressed to each holder of record at the address of such holder appearing on the books of the Corporation.

(p) Payment of Taxes. The Corporation will pay all taxes (other than taxes based upon income) and other governmental charges that may be imposed with respect to the issue or delivery of shares of Common Stock upon conversion of shares of Series A Convertible Preferred Stock, excluding any tax or other charge imposed in connection with any transfer involved in the issue and delivery of shares of Common Stock in a name other than that in which the shares of Series A Convertible Preferred Stock so converted were registered.

(q) No Dilution or Impairment. Without the consent of the holders of then outstanding Series A Convertible Preferred Stock as required under Section C(3)(b) and C(3)(c), the Corporation shall not amend its Amended and Restated Certificate of Incorporation or participate in any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or take any other voluntary action, for the purpose of avoiding or seeking to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Corporation, but shall at all times in good faith assist in carrying out all such action as may be reasonably necessary or appropriate in order to protect the conversion rights of the holders of the Series A Convertible Preferred Stock against dilution or other impairment.

6. REDEMPTION.

(a) Optional Redemption. Subject at all times to any restriction or limitation on the redemption of capital stock of the Corporation set forth in the senior loan documents of the Corporation or any subsidiary, the Corporation shall be obligated to redeem the Series A Redeemable Preferred Stock as follows, provided, that in the event the election described in Section C(6)(a)(i) is made prior to September 29, 2011, such redemption shall require the prior approval of a majority of the members of the Board of Directors:

(i) The holders of a majority of the then outstanding shares of Series A Redeemable Preferred Stock may require the Corporation, to the extent it may lawfully do so, to redeem all, but not less than all, the Series A Redeemable Preferred Stock. Such redemption will occur within sixty (60) days after the receipt by the Corporation of the written request of the holders of the requisite number of shares of Series A Redeemable Preferred Stock, which request shall be revocable until such time as the Company has provided evidence, reasonably satisfactory to the holders of Series A Redeemable Preferred Stock, of the Corporation's ability to redeem any shares of Series A Redeemable Preferred Stock in accordance with such request and pursuant to the provisions of this Section C(6). In the event that the Corporation has insufficient funds to redeem all of the shares of Series A Redeemable Preferred Stock in one transaction, the Corporation, with the approval of the holders of a majority of the Series A Redeemable Preferred Stock, may elect to redeem the Series A Redeemable Preferred Stock in three (3) equal annual installments beginning on the date that is sixty (60) days after the receipt by the Corporation of the written request of the holders of the requisite number of shares of Series A Redeemable Preferred Stock, and ending on the date two (2) years from such first redemption date (each, a "***Redemption Date***"). The Corporation shall effect such redemptions on the applicable Redemption Date by paying in cash in exchange for the shares of Series A Redeemable Preferred Stock to be redeemed a sum equal to the Liquidation Amount per share of Series A Redeemable Preferred Stock (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like). The total amount to be paid for the Series A Redeemable Preferred Stock is hereinafter referred to as the "***Redemption Price***." If the Corporation is unable to redeem all of the shares of Series A Redeemable Preferred Stock in full on the initial Redemption Date, then the number of shares of Series A Redeemable Preferred Stock that the Corporation shall be required to redeem on any one Redemption Date shall be equal to the amount determined by dividing (A) the aggregate number of shares of Series A Redeemable Preferred Stock outstanding immediately prior to the Redemption Date by (B) the number of remaining Redemption Dates (including the Redemption Date to which such calculation applies). Shares subject to redemption pursuant to this Section C(6)(a) shall be redeemed from each holder of Series A Redeemable Preferred Stock on a pro rata basis.

(ii) At least thirty (30) days but no more than sixty (60) days prior to each Redemption Date, the Corporation shall send a notice (a "***Redemption Notice***") to all holders of Series A Redeemable Preferred Stock to be redeemed setting forth (A) the Redemption Price for the shares to be redeemed; and (B) the place at which such holders may obtain payment of the Redemption Price upon surrender of their share certificates. If the Corporation does not have sufficient funds legally available to redeem all shares to be redeemed at the Redemption Date, then it shall redeem such shares ratably among the holders of Series A Redeemable Preferred Stock (based on the portion of the aggregate Redemption Price payable to each holder) and shall redeem the remaining shares to be redeemed as soon as sufficient funds are legally available.

(iii) On or prior to each Redemption Date, the Corporation shall deposit the Redemption Price of all shares to be redeemed with a bank or trust corporation having aggregate capital and surplus in excess of $100,000,000, as a trust fund, with irrevocable instructions and authority to the bank or trust corporation to pay, on and after such Redemption Date, the Redemption Price of the shares to their respective holders upon the surrender of their share certificates. The balance of any funds deposited by the Corporation pursuant to this Section C(6)(a)(iii) remaining unclaimed at the expiration of one (1) year following such Redemption Date shall be returned to the Corporation promptly upon its written request.

(iv) On or after such Redemption Date, each holder of shares of Series A Redeemable Preferred Stock to be redeemed shall surrender such holder's certificates representing such shares to the Corporation in the manner and at the place designated in the Redemption Notice, and thereupon the Redemption Price of such shares shall be payable to the order of the person whose name appears on such certificate or certificates as the owner thereof and each surrendered certificate shall be canceled and the redeemed shares shall be extinguished. In the event less than all the shares represented by such certificates are redeemed, a new certificate shall be issued representing the unredeemed shares. From and after such Redemption Date, unless there shall have been a default in payment of the Redemption Price or the Corporation is unable to pay the Redemption Price due to not having sufficient legally available funds, all rights of the holder of such shares as holder of Preferred Stock (except the right to receive the Redemption Price without interest upon surrender of their certificates), shall cease and terminate with respect to such shares, provided, that in the event that the Corporation fails to redeem any portion of the Series A Redeemable Preferred Stock as required in this Section C(6), which failure is not cured within twelve (12) months of the applicable Series A Redeemable Redemption Date, (i) the shares of Series A Redeemable Preferred Stock required to be redeemed but not so redeemed shall remain outstanding and entitled to all rights and preferences provided herein and the unpaid balance due to the holder upon such redemption shall thereafter accrue interest at the rate of twelve percent (12%) per annum payable quarterly in arrears, and (ii) the Board of Directors of the Corporation shall be expanded to allow the holders of the Series A Convertible Preferred Stock to elect the smallest number of directors which together with the Preferred Directors will constitute a majority of the authorized directors of the Corporation, until such failure is cured. At any time thereafter when additional funds of the corporation are legally available for the redemption of such shares of Series A Redeemable Preferred Stock, such funds will be used, at the end of the current calendar quarter, to redeem the balance of such shares, or such portion thereof for which funds are then legally available, on the basis set forth above.

(b) Mandatory Redemption. Upon the consummation of a Qualified Public Offering, the Corporation shall be required to redeem one hundred percent (100%) of the outstanding shares of Series A Redeemable Preferred Stock. The Corporation shall provide to each holder of record of Series A Redeemable Preferred Stock notice of such Qualified Public Offering not less than thirty (30) days prior to the effective date of such registration statement and the price per share at which the Corporation shall redeem the shares of Series A Redeemable Preferred Stock shall be the Redemption Price.

7. No REISSUANCE OF PREFERRED STOCK.

No share or shares of Preferred Stock acquired by the Corporation by reason of redemption, purchase, conversion or otherwise shall be reissued.

8. No PREEMPTIVE RIGHTS.

The holders of Preferred Stock shall have no preemptive rights except as granted by the Corporation pursuant to written agreements.

D. COMMON STOCK

The rights, preferences, privileges, restrictions and other matters relating to the Common Stock are as follows:

1. VOTING.

(a) The holders of Common Stock and Series A Convertible Preferred Stock, voting together as a single class on an as if converted basis, shall, subject to election of the Preferred Directors pursuant to Section C(3)(d) above, be entitled to elect all remaining members of the Board of Directors at each meeting or pursuant to each consent of the Corporation's stockholders for the election of directors, and to remove from office such directors and to fill any vacancy caused by the resignation, death or removal of such directors in the manner set forth in the Stockholders Agreement.

(b) The holder of each share of Common Stock shall be entitled to one vote for each such share as determined on the record date for the vote or consent of stockholders and, for so long as any share of Preferred Stock remains outstanding, shall vote together with the holders of Preferred Stock, as a single class on an as-if-converted to Common Stock basis, upon any items submitted to a vote of stockholders, except with respect to matters requiring a separate series or class vote of the Series A Convertible Preferred Stock as expressly provided in this Article IV or by law and as otherwise provided herein. Notwithstanding the provisions of Section 242(b)(2) of the Delaware General Corporation Law, the number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the stock of the Corporation entitled to vote thereon, irrespective of Section 242(b)(2) of the Delaware General Corporation Law, and the Common Stock shall not be entitled to any separate class vote on any such increase or decrease. In all other respects, the provisions of Section 242(b)(2) shall continue to apply to the Corporation and its stockholders.

2. DIVIDENDS. Subject to Section C(2) of this Article IV, the holders of Common Stock shall be entitled to receive dividends out of funds legally available therefor at such times and in such amounts as the Board of Directors may determine in its sole discretion.

3. LIQUIDATION. Upon any Liquidation Event, after the payment or provision for payment of all debts and liabilities of the Corporation and all preferential amounts to which the holders of shares of Preferred Stock are entitled with respect to the distribution of assets pursuant to Section C(4) of this Article IV, the holders of shares of Common Stock shall be entitled to share ratably in the remaining assets of the Corporation available for distribution.

4. FRACTIONAL SHARES. The Corporation may not issue fractional shares of Common Stock. The Corporation shall, in lieu of issuing any fractional share, pay cash equal to the product of such fraction multiplied by the Common Stock's fair market value (as determined in good faith by the Board of Directors) on the date of conversion.

5. No PREEMPTIVE RIGHTS. The holders of Common Stock shall have no preemptive rights except as granted by the Corporation pursuant to written agreements.

ARTICLE V.

A. The Corporation shall, to the maximum extent permitted from time to time under the law of the State of Delaware, indemnify any person who is or was a party or is threatened to be made a party to any threatened, pending or completed action, suit, proceeding or claim, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was or has agreed to be a director or officer of the Corporation or is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee or agent of any Corporation, partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, against expenses (including attorneys' fees and expenses), judgments, fines, penalties and amounts paid in settlement incurred by him in connection with such action, suit, proceeding or claim if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; provided, however, that the foregoing shall not require the Corporation to indemnify any person in connection with any action, suit, proceeding, claim or counterclaim initiated by or on behalf of such person.

Expenses (including attorneys' fees) incurred by an officer or director in defending any civil, criminal, administrative, or investigative action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation. Such expenses (including attorneys' fees) incurred by other employees and agents may be so paid upon such terms and conditions, if any, as the Board of Directors deems appropriate.

The Corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under this Section A or applicable law.

The indemnification and advancement of expenses provided by this Section A shall not be exclusive of other rights arising under any Bylaw, agreement vote of directors or stockholders or otherwise and shall inure to the benefit of the heirs and legal representative of such person. Any person seeking indemnification or the advancement of expenses under this Section A shall be deemed to have met the required standard of conduct unless the contrary shall be established. Any repeal or modification of the foregoing provisions of this Section A of Article V shall not adversely affect any right or protection of a director or officer of the Corporation with respect to any acts or omissions of such director or officer occurring prior to such repeal or modification.

B. A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which the director, or any affiliate, employer or immediate family member of such director, derived any improper personal benefit. No amendment or repeal of this Article shall adversely affect the rights and protection afforded to a director of the Corporation under this Article for acts or omissions occurring prior to such amendment or repeal.

C. In the event that a director of the Corporation acquires knowledge of a potential transaction or matter which may be a corporate opportunity for the Corporation, such director shall to the

fullest extent permitted by law have fully satisfied and fulfilled his or her fiduciary duty with respect to such corporate opportunity, and the Corporation to the fullest extent permitted by law waives any claim that such business opportunity constituted a corporate opportunity that should have been presented to the Corporation or any of its affiliates, if such director acts in a manner consistent with the following policy: a corporate opportunity offered to any person who is a director of the Corporation shall belong to such director in their individual capacity, unless such opportunity was expressly offered to such person solely in his or her capacity as director of the Corporation.

D. This corporation is authorized to provide indemnification of agents (as defined in Section 145 of the Delaware General Corporation Law) for breach of duty to the corporation and its shareholders through bylaw provisions or through agreements with the agents, or through shareholder resolutions, or otherwise, in excess of the indemnification otherwise permitted by Section 145 of the Delaware General Corporation Law.

E. Any repeal or modification of this Article V shall only be prospective and shall not effect the rights under this Article V in effect at the time of the alleged occurrence of any action or omission to act giving rise to liability.

ARTICLE VI.

For the management of the business and for the conduct of the affairs of the Corporation, and in further definition, limitation and regulation of the powers of the Corporation, of its directors and of its stockholders or any class thereof, as the case may be, it is further provided, that:

A. The management of the business and the conduct of the affairs of the Corporation shall be vested in its Board of Directors. Subject to the provisions of Sections C(3)(b) and (c) of Article IV, the number of directors which shall constitute the whole Board of Directors shall be fixed by the Board of Directors in the manner provided in the Bylaws, subject to any restrictions which may be set forth in this Amended and Restated Certificate of Incorporation.

B. Subject to the indemnification provisions in the By-laws and any restriction set forth in this Amended and Restated Certificate of Incorporation (including Sections C(3)(b) and (c) of Article IV), the Board of Directors may from time to time make, amend, supplement or repeal the By-laws; provided, however, that the stockholders may change or repeal any Bylaw adopted by the Board of Directors by the affirmative vote of the percentage of holders of capital stock as provided therein, subject to the provisions of this Amended and Restated Certificate of Incorporation (including Sections C(3)(b) and (c) of Article IV); and, provided, further, that no amendment or supplement to the Bylaws adopted by the Board of Directors shall vary or conflict with any amendment or supplement thus adopted by the stockholders.

C. The directors of the Corporation need not be elected by written ballot unless the Bylaws so provide.

FIVE: This Amended and Restated Certificate of Incorporation has been duly approved by the Board of Directors of this Corporation.

SIX: This Amended and Restated Certificate of Incorporation has been duly adopted in accordance with the provisions of Sections 241(b) and 245 of the Delaware General Corporation Law by the Board of Directors and the stockholders of the Corporation.

* * * *

IN WITNESS WHEREOF, HABIT HOLDINGS, INC. has caused this Amended and Restated Certificate of Incorporation to be signed by its President this 29th day of September, 2006.

HABIT HOLDINGS, INC.

By: /s/ Brian Murphy
Name: Brian Murphy
Title: President

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:13 PM 01/23/2009
FILED 03:53 PM 01/23/2009
SRV 090064420 - 4169562 FILE

CERTIFICATE OF AMENDMENT

OF

AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION

OF

HABIT HOLDINGS, INC.

Habit Holdings, Inc. (hereinafter referred to as the "***Corporation***"), a corporation organized and existing under the Delaware General Corporation Law, hereby certifies:

FIRST: That the Certificate of Incorporation of the Corporation was filed with the Secretary of State of the State of Delaware on June 5, 2006 and the Amended and Restated Certificate of Incorporation of the Corporation was filed with the Secretary of State of the State of Delaware on September 29, 2006.

SECOND: That Section A of Article IV of the Amended and Restated Certificate of Incorporation of the Corporation be, and it hereby is, amended to read as follows:

"**A.** This Corporation is authorized to issue two classes of stock to be designated, respectively, "Common Stock" and "Preferred Stock." The total number of shares which the Corporation is authorized to issue is Sixty Million Two Hundred Thirty-Eight Thousand Eight Hundred Eighty-Nine (60,238,889) shares, Twenty-One Million Five Hundred Five Thousand Five Hundred Fifty-Five (21,505,555) shares of which shall be designated as Common Stock (the "***Common Stock***") and Thirty-Eight Million Seven Hundred Thirty-Three Thousand Three Hundred Thirty-Four (38,733,334) shares of which shall be designated as Preferred Stock (the "***Preferred Stock***"). The Preferred Stock shall have a par value of $0.001 per share and the Common Stock shall have a par value of $0.001 per share."

THIRD: That Section C(1) of Article IV of the Amended and Restated Certificate of Incorporation of the Corporation be, and it hereby is, amended to read as follows:

"**1. DESIGNATION**. Nineteen Million Three Hundred Sixty-Six Thousand Six Hundred Sixty-Seven (19,366,667) of the authorized shares of Preferred Stock are hereby designated as Series A Non-Voting Redeemable Preferred Stock (the "***Series A Redeemable Preferred Stock***") and Nineteen Million Three Hundred Sixty-Six Thousand Six Hundred Sixty-Seven (19,366,667) of the authorized shares of Preferred Stock are hereby designated as Series A Voting Convertible Preferred Stock (the "***Series A Convertible Preferred Stock*** and together with the Series A Redeemable Preferred Stock, the "***Series A Preferred Stock***")."

FOURTH: That Section C(5)(i)(iv) of Article IV of the Amended and Restated Certificate of Incorporation of the Corporation be, and it hereby is, amended to read as follows:

"***(iv)*** "***Additional Shares of Common Stock***" shall mean all shares of Common Stock issued by the Corporation or deemed to be issued pursuant to this Section C(5)(i) after the Series A Convertible Original Issue Date, whether or not subsequently reacquired or retired by the Corporation, other than (A) shares of Common Stock issued upon conversion of the Series A Convertible Preferred Stock; (B) up to 2,138,888 shares of Common Stock (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like), or such larger number as approved by the Board of Directors (including the Preferred Directors), issuable or issued to employees, officers or directors of, or consultants or advisors to the Corporation or any subsidiary pursuant to stock purchase or stock option plans or other arrangements that are approved by the Board of Directors (including the Preferred Directors); (C) Equity Securities issued pursuant to a merger, consolidation, acquisition or similar business combination approved by the Board of Directors (including the Preferred Directors); and (D) Equity Securities issued pursuant to any equipment leasing or loan arrangement, or debt financing from a bank or similar financial or lending institution approved by the Board of Directors (including the Preferred Directors). References to Common Stock in this clause (iv) above shall mean all shares of Common Stock issued by the Corporation or deemed to be issued pursuant to this Section C(5)(i). The "***Effective Price***" of Additional Shares of Common Stock shall mean the quotient determined by dividing the total number of Additional Shares of Common Stock issued or sold, or deemed to have been issued or sold by the Corporation under this Section C(5)(i), into the aggregate consideration received, or deemed to have been received by the Corporation for such issue under this Section C(5)(i), for such Additional Shares of Common Stock. "***Equity Securities***" shall mean (i) any Common Stock, Preferred Stock or other security, (ii) any security convertible, with or without consideration, into any Common Stock, Preferred Stock or other security, (iii) any security carrying any warrant or right to subscribe to or purchase any Common Stock, Preferred Stock or other security or (iv) any such warrant or right."

FIFTH: That this amendment of the Amended and Restated Certificate of Incorporation of the Corporation has been duly adopted in accordance with the provisions of Sections 242 of the Delaware General Corporation Law by the Board of Directors and the stockholders of the Corporation.

IN WITNESS WHEREOF, Habit Holdings, Inc. has caused this Certificate of Amendment of the Corporation to be signed by its Chief Executive Officer this 23rd day of January, 2009.

HABIT HOLDINGS, INC.

By: /s/ Lawrence M. Davies
Name: Lawrence M. Davies
Title: Chief Executive Officer

Signature Page to Certificate of Amendment of
Amended and Restated Certificate of Incorporation

State of Delaware
Secretary of State
Division of Corporations
Delivered 06:12 PM 06/23/2010
FILED 05:58 PM 06/23/2010
SRV 100685401 - 4169562 FILE

CERTIFICATE OF SECOND AMENDMENT

OF

AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION

OF

HABIT HOLDINGS, INC.

Habit Holdings, Inc. (hereinafter referred to as the "***Corporation***"), a corporation organized and existing under the Delaware General Corporation Law, hereby certifies:

FIRST: That the Certificate of Incorporation of the Corporation was filed with the Secretary of State of the State of Delaware on June 5, 2006 and the Amended and Restated Certificate of Incorporation of the Corporation was filed with the Secretary of State of the State of Delaware on September 29, 2006, and amended January 23, 2009.

SECOND: That Section A of Article IV of the Amended and Restated Certificate of Incorporation of the Corporation, as amended, be, and it hereby is, amended to read as follows:

"**A.** This Corporation is authorized to issue two classes of stock to be designated, respectively, "Common Stock" and "Preferred Stock." The total number of shares which the Corporation is authorized to issue is Sixty-One Million Thirteen Thousand Eight Hundred Ninety-One (61,013,891) shares, Twenty-One Million Seven Hundred Sixty-Three Thousand Eight Hundred Eighty-Nine (21,763,889) shares of which shall be designated as Common Stock (the "***Common Stock***") and Thirty-Nine Million Two Hundred Fifty Thousand and Two (39,250,002) shares of which shall be designated as Preferred Stock (the "***Preferred Stock***"). The Preferred Stock shall have a par value of $0.001 per share and the Common Stock shall have a par value of $0.001 per share."

THIRD: That Section C(1) of Article IV of the Amended and Restated Certificate of Incorporation of the Corporation, as amended, be, and it hereby is, amended to read as follows:

"**1. DESIGNATION**. Nineteen Million Six Hundred Twenty-Five Thousand and One (19,625,001) of the authorized shares of Preferred Stock are hereby designated as Series A Non-Voting Redeemable Preferred Stock (the ***Series A Redeemable Preferred Stock***") and Nineteen Million Six Hundred Twenty-Five Thousand and One (19,625,001) of the authorized shares of Preferred Stock are hereby designated as Series A Voting Convertible Preferred Stock (the "***Series A Convertible Preferred Stock*** and together with the Series A Redeemable Preferred Stock, the "***Series A Preferred Stock***")."

FOURTH: That this amendment of the Amended and Restated Certificate of Incorporation of the Corporation has been duly adopted in accordance with the provisions of Sections 242 of the Delaware General Corporation Law by the Board of Directors and the stockholders of the Corporation.

IN WITNESS WHEREOF, Habit Holdings, Inc. has caused this Certificate of Second Amendment of the Corporation to be signed by its Chief Executive Officer this 23rd day of June, 2010.

HABIT HOLDINGS, INC.

By: /s/ Thomas Magaraci
Name: Thomas Magaraci
Title: Chief Executive Officer

Signature Page to Certificate of Second Amendment of Amended and Restated Certificate of Incorporation

State of Delaware
Secretary of State
Division of Corporations
Delivered 03:09 PM 07/21/2011
FILED 03:09 PM 07/21/2011
SRV 110845281 - 4169562 FILE

STATE OF DELAWARE
CERTIFICATE FOR RENEWAL
AND REVIVAL OF CHARTER

The corporation organized under the laws of the State of Delaware, the charter of which was voided for non-payment of taxes and/or for failure to file a complete annual report, now desires to procure a restoration, renewal and revival of its charter pursuant to Section 312 of the General Corporation Law of the State of Delaware, and hereby certifies as follows:

1. The name of the corporation is HABIT HOLDINGS, INC..

2. The Registered Office of the corporation in the State of Delaware is located at 160 Greentree Drive Suite 101 (street), in the City of Dover, County of Kent Zip Code 19904. The name of the Registered Agent at such address upon whom process against this Corporation may be served is National Registered Agents, Inc..

3. The date of filing of the Corporation's original Certificate of Incorporation in Delaware was 6/5/06.

4. The renewal and revival of the charter of this corporation is to be perpetual.

5. The corporation was duly organized and carried on the business authorized by its charter until the 1st day of March A.D. 2011, at which time its charter became inoperative and void for non-payment of taxes and/or failure to file a complete annual report and the certificate for renewal and revival is filed by authority of the duly elected directors of the corporation in accordance with the laws of the State of Delaware.

By: /s/ Vincent Apruzzese, Executive VP
Authorized Officer

Name: Vincent Apruzzese
Print or Type

State of Delaware
Secretary of State
Division of Corporations
Delivered 05:08 PM 05/18/2012
FILED 05:08 PM 05/18/2012
SRV 120593784 - 4169562 FILE

CERTIFICATE OF THIRD AMENDMENT

OF

AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION

OF

HABIT HOLDINGS, INC.

Habit Holdings, Inc. (hereinafter referred to as the "***Corporation***"), a corporation organized and existing under the Delaware General Corporation Law, hereby certifies:

FIRST: That the Certificate of Incorporation of the Corporation was filed with the Secretary of State of the State of Delaware on June 5, 2006 and the Amended and Restated Certificate of Incorporation of the Corporation was filed with the Secretary of State of the State of Delaware on September 29, 2006, and amended January 23, 2009 and June 23, 2010.

SECOND: That Section A of Article IV of the Amended and Restated Certificate of Incorporation of the Corporation, as amended, be, and it hereby is, amended to read as follows:

"**A.** This Corporation is authorized to issue two classes of stock to be designated, respectively, "Common Stock" and "Preferred Stock." The total number of shares which the Corporation is authorized to issue is Sixty-Three Million Three Hundred Sixty Three Thousand Eight Hundred Ninety-One (63,363,891) shares, Twenty-Three Million Thirteen Thousand Eight Hundred Eighty-Nine (23,013,889) shares of which shall be designated as Common Stock (the "***Common Stock***") and Forty Million Three Hundred Fifty Thousand and Two (40,350,002) shares of which shall be designated as Preferred Stock (the "***Preferred Stock***"). The Preferred Stock shall have a par value of $0.001 per share and the Common Stock shall have a par value of $0.001 per share."

THIRD: That Section C(1) of Article IV of the Amended and Restated Certificate of Incorporation of the Corporation, as amended, be, and it hereby is, amended to read as follows:

"**1. DESIGNATION**. Twenty Million One Hundred Seventy-Five Thousand and One (20,175,001) of the authorized shares of Preferred Stock are hereby designated as Series A Non-Voting Redeemable Preferred Stock (the "***Series A Redeemable Preferred Stock***") and Twenty Million One Hundred Seventy-Five Thousand and One (20,175,001) of the authorized shares of Preferred Stock are hereby designated as Series A Voting Convertible Preferred Stock (the "***Series A Convertible Preferred Stock*** and together with the Series A Redeemable Preferred Stock, the "***Series A Preferred Stock***")."

FOURTH: That the first sentence of Section C(5)(i)(iv) of Article IV of the Amended and Restated Certificate of Incorporation of the Corporation be, and it hereby is, amended to read as follows:

"***(iv)*** "***Additional Shares of Common Stock***" shall mean all shares of Common Stock issued by the Corporation or deemed to be issued pursuant to this Section C(5)(i) after the Series A Convertible Original Issue Date, whether or not subsequently reacquired or retired by the Corporation, other than (A) shares of Common Stock issued upon conversion of the Series A Convertible Preferred Stock; (B) up to 2,838,888 shares of Common Stock (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like), or such larger number as approved by the Board of Directors (including the Preferred Directors), issuable or issued to employees, officers or directors of, or consultants or advisors to the Corporation or any subsidiary pursuant to stock purchase or stock option plans or other arrangements that are approved by the Board of Directors (including the Preferred Directors); (C) Equity Securities issued pursuant to a merger, consolidation, acquisition or similar business combination approved by the Board of Directors (including the Preferred Directors); and (D) Equity Securities issued pursuant to any equipment leasing or loan arrangement, or debt financing from a bank or similar financial or lending institution approved by the Board of Directors (including the Preferred Directors)."

FIFTH: That this amendment of the Amended and Restated Certificate of Incorporation of the Corporation has been duly adopted in accordance with the provisions of Sections 242 of the Delaware General Corporation Law by the Board of Directors and the stockholders of the Corporation.

IN WITNESS WHEREOF, Habit Holdings, Inc. has caused this Certificate of Third Amendment of the Corporation to be signed by its Chief Executive Officer this 10 day of May, 2012.

HABIT HOLDINGS, INC.

By: /s/ Thomas S. Magaraci

Name: Thomas S. Magaraci
Title: Chief Executive Officer

Signature Page to Certificate of Third Amendment of Amended and Restated Certificate of Incorporation

AMENDED AND RESTATED

BY-LAWS

OF

HABIT HOLDINGS, INC.

ARTICLE I

STOCKHOLDERS

SECTION 1. Place of Meetings. All meetings of stockholders shall be held at the principal office of the corporation or at such other place as may be named in the notice. Notwithstanding the foregoing, the Board of Directors may, in its sole discretion, determine that the meeting shall not be held at any place, but shall be held solely by means of remote communication, subject to such guidelines and procedures as the Board of Directors may adopt, as permitted by applicable law.

SECTION 2. Annual Meeting. The annual meeting of stockholders for the election of directors and the transaction of such other business as may properly come before the meeting shall be held on such date and at such hour and place as the Board of Directors or an officer designated by the Board of Directors may determine. In the absence of such designation, the annual meeting of stockholders shall be held each year on the last day of March at 9:00 a.m.; however, if such day is not a business day, then the meeting shall be held at the same time and place on the next succeeding business day.

SECTION 3. Remote Communication. For the purposes of these by-laws, if authorized by the Board of Directors in its sole discretion, and subject to such guidelines and procedures as the Board of Directors may adopt, stockholders and proxyholders not physically present at a meeting of the stockholders may, by means of remote communication: participate in a meeting of stockholders and be deemed present in person and vote at a meeting of stockholders whether such meeting is to be held at a designated place or solely by means of remote communication, provided that (i) the corporation shall implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a stockholder or proxyholder, (ii) the corporation shall implement reasonable measures to provide such stockholders and proxyholders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the stockholders, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings, and (iii) if any stockholder or proxyholder votes or takes other action at the meeting by means of remote communication, a record of such vote or other action shall be maintained by the corporation.

SECTION 4. Special Meetings. Subject to the rights of holders of any Preferred Stock to act under specified circumstances, special meetings of the stockholders may be called at any time by the Chairperson of the Board, President or a majority of the Board of Directors. A special meeting of stockholders shall be called by the Secretary, upon written request, stating the purpose of the meeting, of stockholders who together own of record a majority of the outstanding shares of each class of stock entitled to vote at such meeting.

SECTION 5. Notice of Meetings. Except where some other notice is required by law, notices of meetings of the stockholders shall state the place, if any, date and hour of the meeting, the means of remote communications, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such meetings and the purposes for which the meeting is called, shall be given by the Secretary under the direction of the Board of Directors or the President, not less than ten nor more than sixty days before the date fixed for such meeting, to each stockholder of record entitled to vote at such meeting. If the Board of Directors has chosen to make a list of stockholders available on an electronic network, the notice shall provide the information required to gain access to such list. Notice to stockholders may be given in writing or by electronic transmission as permitted pursuant to this Section 4. If given in writing, notice shall be given personally to each stockholder or left at such stockholder's residence or usual place of business or mailed postage prepaid and addressed to the stockholder at such stockholder's address as it appears upon the records of the corporation. In case of the death, absence, incapacity or refusal of the Secretary, such notice may be given by a person designated either by the President or the Board of Directors. Only such business shall be conducted at a special meeting of stockholders as shall have been brought before the meeting pursuant to the corporation's notice of meeting. Notice of any meeting of stockholders need not be given to any stockholder who has waived such notice in writing or by electronic transmission, whether before or after the time such meeting is held. Attendance of a person at a meeting of stockholders shall constitute a waiver of notice of such meeting, except when the stockholder attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the stockholders need be specified in any written or electronically transmitted waiver of notice. Except as required by statute, notice of any adjourned meeting of the stockholders shall not be required.

Any notice to stockholders given by the corporation shall be effective if given by a form of electronic transmission consented to by the stockholder to whom the notice is given to the extent permitted by applicable law. Any such consent shall be revocable by the stockholder by written notice to the corporation and shall also be deemed revoked if (1) the corporation is unable to deliver by electronic transmission two consecutive notices given by the corporation in accordance with such consent and (2) such inability becomes known to the Secretary or Assistant Secretary of the corporation or to the transfer agent or other person responsible for the giving of notice; provided, however, the inadvertent failure to treat such inability as a revocation shall not invalidate any meeting or other action. Notice given pursuant to this Section shall be deemed given: (1) if by facsimile telecommunication, when directed to a number at which the stockholder has consented to receive notice; (2) if by electronic mail, when directed to an electronic mail address at which the stockholder has consented to receive notice; (3) if by posting on an electronic network together with separate notice to the stockholder of such specific posting, upon the later of (A) such posting and (B) the giving of such separate notice; and (4) if by any other form of electronic transmission, when directed to the stockholder. An affidavit of the secretary or an assistant secretary or of the transfer agent or other agent of the corporation that the notice has been given by a form of electronic transmission shall, in the absence of fraud, be prima facie evidence of the facts stated therein.

For purposes of these by-laws, “electronic transmission” means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process.

SECTION 6. Record Date. The Board of Directors may fix in advance a record date for the determination of the stockholders entitled to notice of or to vote at any meeting of stockholders, or entitled to consent to corporation action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action. Such record date shall not be earlier than the date upon which the resolution fixing the record date is adopted by the Board of Directors and shall not be more than 60 nor less than 10 days before the date of such meeting, nor more than 60 days before any other action to which such record date relates. If no record date is fixed, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held, and the record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating to such purpose. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

SECTION 7. Voting List. The officer who has charge of the stock ledger of the corporation shall make or have made, at least 10 days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder for any purpose germane to the meeting, during ordinary business hours, for a period of at least 10 days before the meeting either on a reasonably accessible electronic network or during ordinary business hours at the principal place of business of the corporation. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present. The stock ledger shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by this section or the books of the corporation, or to vote at any meeting of stockholders.

SECTION 8. Quorum of Stockholders. Unless otherwise provided in the Certificate of Incorporation, at any meeting of the stockholders, the holders of a majority of the voting power of the outstanding shares of the corporation entitled to vote generally in the election of directors present in person or represented by proxy, shall constitute a quorum for the consideration of any question, but in the absence of a quorum a smaller group may adjourn any meeting from time to time. When a quorum is present at any meeting, a majority of the votes properly cast shall, except where a different vote is required by law, by the Certificate of Incorporation or by these by-laws, decide any question brought before such meeting. Any election by stockholders shall be determined by a plurality of the vote cast by the stockholders entitled to vote at the election. The stockholders present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough stockholders to leave less than a quorum.

SECTION 9. Proxies and Voting. Unless otherwise provided in the Certificate of Incorporation, each stockholder entitled to vote at a meeting of stockholders may authorize another person or persons to act for such stockholder by proxy, but no such proxy shall be voted or acted upon after 3 years from its date, unless the proxy provides for a longer period. Shares of the capital stock of the corporation belonging to the corporation or to another corporation, a majority of whose shares entitled to vote in the election of directors is owned by the corporation, shall neither be entitled to vote nor be counted for quorum purposes.

SECTION 10. Conduct of Meeting. Meetings of the stockholders shall be presided over by the Chairperson of the Board, if any, or in the absence of the Chairperson of the Board by the Vice Chairperson of the Board, if any, or in the absence of the Vice Chairperson of the Board by the President, or in the absence of the President by a Vice-President, or in the absence of the foregoing persons by a chairperson designated by the Board of Directors, or in the absence of such designation by a chairperson chosen at the meeting. The Secretary, or in the absence of the Secretary an Assistant Secretary, shall act as secretary of the meeting, but in the absence of the Secretary and any Assistant Secretary the chairperson of the meeting may appoint any person to act as secretary of the meeting.

The Board of Directors may adopt such rules, regulations and procedures for the conduct of the meeting of stockholders as it shall deem appropriate. Except to the extent inconsistent with such rules and regulations as adopted by the Board of Directors, the chairperson of the meeting shall have the right and authority to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such chairperson, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the Board of Directors or prescribed by the chairperson of the meeting, may include, without limitation, (i) the establishment of an agenda or order of business for the meeting, (ii) rules and procedures for maintaining order at the meeting and the safety of those present, (iii) limitations on attendance at or participation in the meeting to stockholders of record of the corporation, their duly authorized and constituted proxies or such other persons as the chairperson of the meeting shall determine, (iv) restrictions on entry to the meeting after the time fixed for the commencement thereof, and (v) limitations on the time allotted to questions or comments by participants. Unless and to the extent determined by the Board of Directors or the chairperson of the meeting, meetings of stockholders shall not be required to be held in accordance with the rules of parliamentary procedure.

SECTION 11. Action Without Meeting. Any action required or permitted to be taken at any annual or special meeting of stockholders of the corporation may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, is signed by the holders or by proxy for the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote on such action were present and voted. Prompt notice of the taking of corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

ARTICLE II

DIRECTORS

SECTION 1. General Powers. The business and affairs of the corporation shall be managed by or under the direction of a Board of Directors, who may exercise all of the powers of the corporation that are not by law required to be exercised by the stockholders. In the event of a vacancy on the Board of Directors, the remaining directors, except as otherwise provided by law or the Certificate of Incorporation, may exercise the powers of the full Board until the vacancy is filled.

SECTION 2. Election and Number of Directors. The directors shall be elected in the manner provided in the Certificate of Incorporation, by such stockholders as have the right to vote thereon. The number of directors of the corporation shall be set by the Board of Directors by resolution from time to time between one and nine.

SECTION 3. Vacancies. Unless and until filled by the stockholders and except as otherwise provided in the Certificate of Incorporation, any vacancy in the Board of Directors, however occurring, including a vacancy resulting from an enlargement of the Board and an unfilled vacancy resulting from the removal of any director, may be filled by vote of a majority of the directors then in office although less than a quorum, or by the sole remaining director. Each director so chosen to fill a vacancy shall serve for a term determined in the manner provided in the Certificate of Incorporation and the General Corporation Law of the State of Delaware. When one or more directors shall resign from the Board, effective at a future date, a majority of the directors then in office, including those who have so resigned, shall have the power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective. If at any time there are no directors in office, then an election of directors may be held in accordance with the General Corporation Law of the State of Delaware.

SECTION 4. Resignation. Any director may resign at any time by giving notice to the corporation in writing or by electronic transmission. Such resignation shall take effect at the time specified therein, or if no time is specified, at the time of its receipt by the Chairperson of the Board, if any, the President or the Secretary.

SECTION 5. Removal. Directors may be removed from office only as provided in the Certificate of Incorporation and the General Corporation Law of the State of Delaware.

SECTION 6. Committees. The Board of Directors may, by resolution or resolutions passed by a majority of the whole Board of Directors, designate one or more committees, each committee to consist of one or more directors of the corporation. The Board of Directors may designate one or more directors as alternate members of any committee to replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of any member of any such committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of such absent or disqualified member. The Board of Directors shall have the power to change the members of any such committee at any time, to fill vacancies therein and to discharge any such committee, either with or without cause, at any time.

Any such committee, to the extent permitted by law and to the extent provided in a resolution of the Board of Directors or in these by-laws, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation to be affixed to all papers that may require it.

A majority of all the members of any such committee may fix its rules of procedure, determine its actions and fix the time and place, whether within or without the State of Delaware, of its meetings and specify what notice thereof, if any, shall be given, unless the Board of Directors shall otherwise by resolution provide. Each committee shall keep regular minutes of its meetings and make such reports as the Board of Directors may from time to time request.

SECTION 7. Meetings of the Board of Directors. Regular meetings of the Board of Directors may be held without call or formal notice at such places either within or without the State of Delaware and at such times as the Board may by vote from time to time determine. A regular meeting of the Board of Directors may be held without call or formal notice immediately after and at the same place as the annual meeting of the stockholders, or any special meeting of the stockholders at which a Board of Directors is elected.

Special meetings of the Board of Directors may be held at any place either within or without the State of Delaware at any time when called by the Chairperson of the Board, if any, the President, the Secretary or two or more directors. Reasonable notice of the time and place of a special meeting shall be given to each director unless such notice is waived by attendance or by waiver in the manner provided in these by-laws for waiver of notice by stockholders. Notice may be given by, or by a person designated by, the Secretary, the person or persons calling the meeting, or the Board of Directors. No notice of any adjourned meeting of the Board of Directors shall be required. In any case it shall be deemed sufficient notice to a director to send notice by mail at least seventy-two hours, by telegram or fax at least forty-eight hours before the meeting, addressed to such director at his or her usual or last known business or home address, by electronic mail, when directed to an electronic mail address at which the director has consented to receive notice, or by any other form of electronic transmission, when directed to the director.

Directors or members of any committee may participate in a meeting of the Board of Directors or of such committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation by such means shall constitute presence in person at such meeting.

SECTION 8. Quorum and Voting. A majority of the total number of directors shall constitute a quorum, except that when a vacancy or vacancies exist in the Board, a majority of the directors then in office (but not less than one-third of the total number of the directors) shall constitute a quorum. A majority of the directors present, whether or not a quorum is present, may adjourn any meeting from time to time. The vote of a majority of the directors present at any meeting at which a quorum is present shall be the act of the Board of Directors, except where a different vote is required by law, by the Certificate of Incorporation or by these by-laws.

SECTION 9. Compensation. The Board of Directors may fix fees for their services and for their membership on committees, and expenses of attendance may be allowed for attendance at each meeting. Nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity, as an officer, agent or otherwise, and receiving compensation therefor.

SECTION 10. Action Without Meeting. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting and without notice if all members of the Board of Directors or of such committee, as the case may be, consent thereto in writing (which may be in counterparts) or by electronic transmission, and the writing or writings or electronic transmission or electronic transmissions are filed with the minutes of proceedings of the Board of Directors or of such committee. Such filings shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

ARTICLE III

OFFICERS

SECTION 1. Titles. The officers of the corporation shall consist of a President, a Secretary, a Chief Financial Officer and such other officers with such other titles as the Board of Directors shall determine, who may include without limitation a Chairperson of the Board, a Vice-Chairperson of the Board and one or more Vice-Presidents or Assistant Secretaries.

SECTION 2. Election and Term of Office. The officers of the corporation shall be elected from time to time by the Board of Directors to hold office until his or her successor is elected and qualified, unless a different term is specified in the vote electing such officer, or until his or her earlier death, resignation or removal.

SECTION 3. Qualification. Unless otherwise provided by resolution of the Board of Directors, no officer, other than the Chairperson or Vice-Chairperson of the Board, need be a director. No officer need be a stockholder. Any number of offices may be held by the same person, as the Board of Directors shall determine.

SECTION 4. Removal. Any officer may be removed, with or without cause, at any time, by resolution adopted by the Board of Directors. Unless otherwise provided in a resolution of the Board of Directors, the President may remove, with or without cause, at any time, any officer of the corporation.

SECTION 5. Resignation. Any officer may resign by delivering a written notice to the corporation at its principal office or to the Chairperson of the Board, if any, the President or the Secretary. Such resignation shall take effect at the time specified therein, or if no time is specified, at the time of its receipt by the Chairperson of the Board, if any, the President or the Secretary.

SECTION 6. Vacancies. The Board of Directors may, at any time fill any vacancy occurring in any office for the unexpired portion of the term or may leave unfilled any office other than those of President, Chief Financial Officer and Secretary.

SECTION 7. Powers and Duties. The officers of the corporation shall have such powers and perform such duties as are specified herein and as may be conferred upon or assigned to them by the Board of Directors, or, in the case of any officer other than the President, the President, and shall have such additional powers and duties as are incident to their office except to the extent that resolutions of the Board of Directors are inconsistent therewith.

SECTION 8. Chairperson of the Board. The Chairperson of the Board, if such an officer be elected, shall, if present, preside at meetings of the Board of Directors and exercise and perform such other powers and duties as may from time to time be assigned to such officer by the Board of Directors or as may be prescribed by these by-laws. If there is no president, then the Chairperson of the Board shall also be the chief executive officer of the corporation and shall have the powers and duties prescribed in Section 9 of these by-laws.

SECTION 9. President and Vice-Presidents. Except to the extent that such duties are assigned by the Board of Directors to the Chairperson of the Board, or in the absence of the Chairperson or in the event of his or her inability or refusal to act, the President shall be the chief executive officer of the corporation and shall have general and active management of the business of the corporation and general supervision of its officers, agents and employees, and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall preside at each meeting of the stockholders and the Board of Directors unless a Chairperson or Vice-Chairperson of the Board is elected by the Board and is assigned the duty of presiding at such meetings.

The Board of Directors may assign to any Vice-President the title of Executive Vice-President, Senior Vice-President or any other title selected by the Board of Directors. In the absence of the President or in the event of his or her inability or refusal to act, the duties of the President shall be performed by the Executive Vice President, if any, Senior Vice President, if any, or Vice President, if any, in that order (and, in the event there be more than one person in any such office, in the order of their length of time spent in such office), and when so acting, such officer shall have all the powers of and be subject to all the restrictions upon the President.

SECTION 10. Secretary and Assistant Secretaries. The Secretary shall attend all meetings of the Board of Directors and of the stockholders and record all the proceedings of such meetings in a book to be kept for that purpose, shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, shall maintain a stock ledger and prepare lists of stockholders and their addresses as required and shall have custody of the corporate seal, if one is adopted, which the Secretary or any Assistant Secretary shall have authority to affix to any instrument requiring it and attest by any of their signatures. The Board of Directors may give general authority to any other officer to affix and attest the seal of the corporation.

Any Assistant Secretary, or any other officer, employee or agent designated by the Board of Directors, the Chairperson of the Board or the President, may, in the absence of the Secretary or in the event of the Secretary’s inability or refusal to act, perform the duties and exercise the powers of the Secretary.

SECTION 11. Chief Financial Officer. The Chief Financial Officer shall have the custody of the corporate funds and securities, shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by or pursuant to resolution of the Board of Directors. The Chief Financial Officer shall disburse the funds of the corporation as may be ordered by the Board of Directors, the Chairperson of the Board, if any, or the President, taking proper vouchers for such disbursements, and shall render to the Chairperson of the Board, if any, the President and the Board of Directors, at its regular meetings or whenever they may require it, an account of all transactions and of the financial condition of the corporation.

SECTION 12. Bonded Officers. The Board of Directors may require any officer to give the corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors upon such terms and conditions as the Board of Directors may specify, including without limitation a bond for the faithful performance of the duties of such officer and for the restoration to the corporation of all property in his or her possession or control belonging to the corporation.

ARTICLE IV

STOCK

SECTION 1. Certificates of Stock. Unless otherwise provided by the Board of Directors, the shares of the corporation shall be represented by certificates. One or more stock certificates, signed by the Chairperson or Vice-Chairperson of the Board of Directors or by the President or a Vice-President and by the Chief Financial Officer or an Assistant Treasurer or the Secretary or an Assistant Secretary, shall be issued to each stockholder certifying the number of shares owned by the stockholder in the corporation. Any or all signatures on any such certificate may be facsimiles. In case any officer, transfer agent or registrar who shall have signed or whose facsimile signature shall have been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the corporation with the same effect as if such person or entity were such officer, transfer agent or registrar at the date of issue.

Each certificate for shares of stock that are subject to any restriction on transfer pursuant to the Certificate of Incorporation, these by-laws, applicable securities laws, or any agreement among any number of stockholders or among such holders and the corporation shall have conspicuously noted on the face or back of the certificate either the full text of the restriction or a statement of the existence of such restriction. If the corporation is authorized to issue more than one class or series of stock, each certificate for shares of stock shall have conspicuously noted on the face or back of the certificate a statement that the corporation will furnish without additional charge to each stockholder who so requests the powers, designations, preferences and relative, participating, optional, or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights.

SECTION 2. Transfers of Shares of Stock. Subject to the restrictions, if any, stated or noted on a stock certificate, shares of stock may be transferred on the books of the corporation by the surrender to the corporation or its transfer agent of the certificate representing such shares properly endorsed or accompanied by a written assignment or power of attorney properly executed, and with such proof of authority or the authenticity of signature as the corporation or its transfer agent may reasonably require. The corporation shall be entitled to treat the record holder of stock as shown on its books as the owner of such stock for all purposes, including the payment of dividends and the right to vote with respect to that stock, regardless of any transfer, pledge or other disposition of that stock, until the shares have been transferred on the books of the corporation in accordance with the requirements of these by-laws.

SECTION 3. Lost Certificates. A new stock certificate may be issued in the place of any certificate theretofore issued by the corporation and alleged to have been lost, stolen or destroyed, upon such terms in conformity with law as the Board of Directors shall prescribe. The Board of Directors may, in their discretion, require the owner of the lost, stolen or destroyed certificate, or the owner's legal representatives, to give the corporation a bond, in such sum as they may direct, to indemnify the corporation against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate, or the issuance of any such new certificate.

SECTION 4. Fractional Share Interests. The corporation may, but shall not be required to, issue fractions of a share. If the corporation does not issue fractions of a share, it shall (i) arrange for the disposition of fractional interests by those entitled thereto, (ii) pay in cash the fair value of fractions of a share as of the time when those entitled to receive such fractions are determined, or (iii) issue scrip or warrants in registered or bearer form, which shall entitle the holder to receive a certificate for a full share upon the surrender of such scrip or warrants aggregating a full share. A certificate for a fractional share shall, but scrip or warrants shall not unless otherwise provided therein, entitle the holder to exercise voting rights, to receive dividends thereon, and to participate in any of the assets of the corporation in the event of liquidation. The Board of Directors may cause scrip or warrants to be issued subject to the conditions that they shall become void if not exchanged for certificates representing full shares before a specified date, or subject to the conditions that the shares for which scrip or warrants are exchangeable may be sold by the corporation and the proceeds thereof distributed to the holders of scrip or warrants, or subject to any other conditions that the Board of Directors may impose.

SECTION 5. Dividends. Subject to the provisions of the Certificate of Incorporation, the Board of Directors may, out of funds legally available therefor declare and pay dividends upon the capital stock of the corporation as and when they deem expedient.

ARTICLE V

INDEMNIFICATION OF DIRECTORS AND OFFICERS

SECTION 1. Indemnification and Expenses. The corporation shall indemnify, to the extent permitted by applicable law, any person made, or threatened to be made, a party to any action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was a director or officer of the corporation or serves or served at

the request of the corporation as a director or officer of any other enterprise or in a comparable role at such enterprise. Expenses (including attorneys' fees), judgments, fines and amounts paid in settlement, actually and reasonably incurred by any such person in connection with any such action, suit or proceeding shall be paid or reimbursed by the corporation promptly upon receipt by it of an undertaking of such person to repay such amounts if it shall ultimately be determined that such person is not entitled to be indemnified by the corporation. The rights provided to any person by this by-law shall be enforceable against the corporation by such person, who shall be presumed to have relied upon it in serving or continuing to serve as a director or officer, and by such person's heirs and legal representations. No amendment of this by-law shall impair the rights of any person arising at any time with respect to events occurring prior to such amendment. For purposes of this by-law, the term "corporation" shall include any predecessor of the corporation and any constituent corporation (including any constituent of a constituent) absorbed by the corporation in a consolidation or merger; the term "other enterprise" shall include employee benefit plans; the term "fines" shall include any excise taxes assessed on a person with respect to any employee benefit plan; service "at the request of the corporation" shall include service as a director or officer of the corporation which imposes duties on, or involves services by, such director or officer with respect to an employee benefit plan, its participants or beneficiaries; and action by a person with respect to an employee benefit plan which such person reasonably believes to be in the interest of the participants and beneficiaries of such plan shall be deemed to be action not opposed to the best interests of the corporation. The right of indemnification under this by-law shall not extend to amounts incurred or paid in settlement or other compromise, including pursuant to a consent decree, unless such settlement or compromise shall be approved by the corporation, or by a court of competent jurisdiction.

SECTION 2. Non-Exclusivity of Rights. The rights conferred on any person by this Article V shall not be exclusive of any other rights that such person may have or may hereafter acquire under any statute, provision of the Certificate of Incorporation or these by laws, contractual agreement, vote of the stockholders or disinterested directors or otherwise. Additionally, nothing in this Article V shall limit the ability of the corporation, in its discretion, to indemnify or advance expenses to persons whom the corporation is not obligated to indemnify or advance expenses pursuant to this Article V.

ARTICLE VI

GENERAL PROVISIONS

SECTION 1. Fiscal Year. Except as otherwise designated from time to time by the Board of Directors, the fiscal year of the corporation shall begin on the first day of January and end on the last day of December.

SECTION 2. Corporate Seal. The corporation may adopt a corporate seal. If adopted, the corporate seal shall be in such form as shall be approved by the Board of Directors. The Secretary shall be the custodian of the seal, and a duplicate seal may be kept and used by each Assistant Secretary and by any other officer the Board of Directors may authorize.

SECTION 3. Certificate of Incorporation. All references in these by-laws to the Certificate of Incorporation shall be deemed to refer to the Certificate of Incorporation of the corporation, as in effect from time to time.

SECTION 4. Execution of Instruments. The President, the Chief Financial Officer and the Secretary shall have power to execute and deliver on behalf and in the name of the corporation any instrument requiring the signature of an officer of the corporation, including deeds, contracts, mortgages, bonds, notes, debentures, checks, drafts and other orders for the payment of money. In addition, the Board of Directors, the President, the Chief Financial Officer and the Secretary may expressly delegate such powers to any other officer or agent of the corporation.

SECTION 5. Voting of Securities. The President, the Chief Financial Officer and the Secretary, and each other person authorized by the Board of Directors, each acting singly, may waive notice of, and act as, or appoint any person or persons to act as, proxy or attorney-in-fact for this corporation (with or without power of substitution) at any meeting of stockholders or owners of other interests of any other corporation or organization the securities of which may be held by this corporation. In addition, the Board of Directors, the President and the Chief Financial Officer may expressly delegate such powers to any other officer or agent of the corporation.

SECTION 6. Evidence of Authority. A certificate by the Secretary, an Assistant Secretary or a temporary secretary as to any action taken by the stockholders, directors, a committee or any officer or representative of the corporation shall, as to all persons who rely on the certificate in good faith, be conclusive evidence of that action.

SECTION 7. Books and Records. The books and records of the corporation shall be kept at such places within or without the State of Delaware as the Board of Directors may from time to time determine.

SECTION 8. Amendments. Subject to any voting requirements set forth in the corporation's Certificate of Incorporation, the original or other by laws of the corporation may be adopted, amended or repealed by the stockholders entitled to vote; provided, however, that the corporation may, in its Certificate of Incorporation, confer the power to adopt, amend or repeal by laws upon the Board of Directors. The fact that such power has been so conferred upon the Board of Directors shall not divest the stockholders of the power, nor limit their power to adopt, amend or repeal by laws.

Exhibit 3.114

State of Delaware
Secretary of State
Division of Corporations
Delivered 02:33 PM 06/05/2006
FILED 02:25 PM 06/05/2006
SRV 060540874 - 4169557 FILE

CERTIFICATE OF INCORPORATION

OF

HABIT OPCO, INC.

The undersigned, for the purpose of organizing a corporation for conducting the business and promoting the purposes hereinafter stated, under the provisions and subject to the requirements of the laws of the State of Delaware (particularly Chapter 1, Title 8 of the Delaware Code and the acts amendatory thereof and supplemental thereto, and known, identified, and referred to as the "General Corporation Law of the State of Delaware"), hereby certifies that:

FIRST: The name of the corporation (hereinafter called the "Corporation") is

Habit Opco, Inc.

SECOND: The address of its registered office in the State of Delaware is 160 Greentree Drive, Suite 101, in the City of Dover, County of Kent. The name of its registered agent at such address is National Registered Agents, Inc.

THIRD: The nature of the business and the purposes to be conducted and promoted by the Corporation are as follows:

To conduct any lawful business, to promote any lawful purpose, and to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

To guarantee, purchase, take, receive, subscribe for, and otherwise acquire, own, hold, use, and otherwise employ, sell, lease, exchange, transfer, and otherwise dispose of, mortgage, lend, pledge, and otherwise deal in and with, securities (which term, for the purpose of this Article THIRD, includes, without limitation of the generality thereof, any shares of stock, bonds, debentures, notes, mortgages, other obligations, and any certificates, receipts, or other instruments representing rights to receive, purchase, or subscribe for the same, or representing any other rights or interests therein or in any property or assets) of any persons, domestic and foreign firms, associations, and corporations, and of any government or agency or instrumentality thereof; to make payment therefor in any lawful manner; and, while owner of any such securities, to exercise any and all rights, powers, and privileges in respect thereof, including the right to vote.

To make, enter into, perform, and carry out contracts of every kind and description with any person, firm, association, corporation, or government or agency or instrumentality thereof.

To acquire by purchase, exchange, or otherwise, all, or any part of, or any interest in, the properties, assets, business, and good will of any one or more persons, firms, associations, or corporations heretofore or hereafter engaged in any business for which a corporation may now or hereafter be organized under the laws of the State of Delaware; to pay for the same in cash, property, or its own or other securities; to hold, operate, reorganize, liquidate, sell, or in any manner dispose of the whole or any part thereof; and in connection therewith, to assume or guarantee performance of any liabilities, obligations, or contracts of such persons, firms, associations, or corporations, and to conduct the whole or any part of any business thus acquired.

To lend money in furtherance of its corporate purposes and to invest and reinvest its funds from time to time to such extent, to such persons, firms, associations, corporations, governments or agencies or instrumentalities thereof, and on such terms and on such security, if any, as the Board of Directors of the Corporation may determine.

To make contracts of guaranty and suretyship of all kinds and endorse or guarantee the payment of principal, interest, or dividends upon, and to guarantee the performance of sinking fund or other obligations of, any securities, and to guarantee in any way permitted by law the performance of any of the contracts or other undertakings in which the Corporation may otherwise be or become interested, of any person, firm, association, corporation, government or agency or instrumentality thereof, or of any other combination, organization, or entity whatsoever.

To borrow money without limit as to amount and at such rates of interest as the Corporation may determine; from time to time to issue and sell its own securities, including its shares of stock, notes, bonds, debentures, and other obligations, in such amounts, on such terms and conditions, for such purposes and for such prices, now or hereafter permitted by the laws of the State of Delaware and by this certificate of incorporation, as the Board of Directors of the Corporation may determine; and to secure any of its obligations by mortgage, pledge, or other encumbrance of all or any of its property, franchises, and income.

To be a promoter or manager of other corporations of any type or kind; and to participate with others in any corporation, partnership, limited partnership, joint venture, or other association of any kind, or in any transaction, undertaking, or arrangement which the Corporation would have power to conduct by itself, whether or not such participation involves sharing or delegation of control with or to others.

To draw, make, accept, endorse, discount, execute, and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures, and other negotiable or transferable instruments and evidences of indebtedness whether secured by mortgage or otherwise, as well as to secure the same by mortgage or otherwise, so far as may be permitted by the laws of the State of Delaware.

To purchase, receive, take, reacquire, or otherwise acquire, own and hold, sell, lend, exchange, reissue, transfer, or otherwise dispose of, pledge, use, cancel, and otherwise deal in and with its own shares and its other securities from time to time to such an extent and in such manner and upon such terms as the Board of Directors of the Corporation shall determine; provided that the Corporation shall not use its funds or property for the purchase of its own shares of capital stock when its capital is impaired or when such use would cause any impairment of its capital, except to the extent permitted by law.

To organize, as an incorporator, or cause to be organized under the laws of the State of Delaware, or of any other State of the United States of America, or of the District of Columbia, or of any commonwealth, territory, dependency, colony, possession, agency, or instrumentality of the United States of America, or of any foreign country, a corporation or corporations for the purpose of conducting and promoting any business or purpose for which corporations may be organized, and to dissolve, wind up, liquidate, merge, or consolidate any such corporation or corporations or to cause the same to be dissolved, wound up, liquidated, merged, or consolidated.

To conduct its business, promote its purposes, and carry on its operations in any and all of its branches and maintain offices both within and without the State of Delaware, in any and all States of the United States of America, in the District of Columbia, and in any or all commonwealths, territories, dependencies, colonies, possessions, agencies, or instrumentalities of the United States of America and of foreign governments.

To promote and exercise all or any part of the foregoing purposes and powers in any and all parts of the world, and to conduct its business in all or any of its branches as principal, agent, broker, factor, contractor, and in any other lawful capacity, either alone or through or in conjunction with any corporations, associations, partnerships, firms, trustees, syndicates, individuals, organizations, and other entities in any part of the world, and, in conducting its business and promoting any of its purposes, to maintain offices, branches, and agencies in any part of the world, to make and perform any contracts and to do any acts and things, and to carry on any business, and to exercise any powers and privileges suitable, convenient, or proper for the conduct, promotion, and attainment of any of the business and purposes herein specified or which at any time may be incidental thereto or may

appear conducive to or expedient for the accomplishment of any of such business and purposes and which might be engaged in or carried on by a corporation incorporated or organized under the General Corporation Law of the State of Delaware, and to have and exercise all of the powers conferred by the laws of the State of Delaware upon corporations incorporated or organized under the General Corporation Law of the State of Delaware.

The foregoing provisions of this Article THIRD shall be construed both as purposes and powers and each as an independent purpose and power. The foregoing enumeration of specific purposes and powers shall not be held to limit or restrict in any manner the purposes and powers of the Corporation, and the purposes and powers herein specified shall, except when otherwise provided in this Article THIRD, be in no wise limited or restricted by reference to, or inference from, the terms of any provision of this or any other Article of this certificate of incorporation; provided, that the Corporation shall not conduct any business, promote any purpose, or exercise any power or privilege within or without the State of Delaware which, under the laws thereof, the Corporation may not lawfully conduct, promote, or exercise.

FOURTH: The total number of shares of stock that the Corporation will have authority to issue is 10,000, all of which are without par value. All such shares are of one class and are shares of Common Stock.

FIFTH: The name and the mailing address of the incorporator are as follows:

NAME	MAILING ADDRESS
Heather Harrington, Esq.	McDermott Will & Emery, LLP 28 State Street Boston, MA 02109-1775

SIXTH: The Corporation is to have perpetual existence.

SEVENTH: Whenever a compromise or arrangement is proposed between this Corporation and its creditors or any class of them and/or between this Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this Corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this Corporation under 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for this Corporation under 279 of Title 8 of the Delaware Code order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, agree to any

compromise or arrangement and to any reorganization of this Corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this Corporation, as the case may be, and also on this Corporation.

EIGHTH: For the management of the business and for the conduct of the affairs of the Corporation, and in further definition, limitation, and regulation of the powers of the Corporation and of its directors and of its stockholders or any class thereof, as the case may be, it is further provided:

1. The management of the business and the conduct of the affairs of the Corporation shall be vested in its Board of Directors. The number of directors which shall constitute the whole Board of Directors shall be fixed by, or in the manner provided in, the Bylaws. The phrase “whole Board” and the phrase “total number of directors” shall be deemed to have the same meaning, to wit, the total number of directors that the Corporation would have if there were no vacancies. No election of directors need be by written ballot.

2. After the original or other Bylaws of the Corporation have been adopted, amended, or repealed, as the case may be, in accordance with the provisions of 109 of the General Corporation Law of the State of Delaware, and, after the Corporation has received any payment for any of its stock, the power to adopt, amend, or repeal the Bylaws of the Corporation may be exercised by the Board of Directors of the Corporation; provided, however, that any provision for the classification of directors of the Corporation for staggered terms pursuant to the provisions of subsection (d) of 141 of the General Corporation Law of the State of Delaware shall be set forth in an initial Bylaw or in a Bylaw adopted by the stockholders entitled to vote of the Corporation unless provisions for such classification shall be set forth in this certificate of incorporation.

3. Whenever the Corporation shall be authorized to issue only one class of stock, each outstanding share shall entitle the holder thereof to notice of, and the right to vote at, any meeting of stockholders. Whenever the Corporation shall be authorized to issue more than one class of stock, no outstanding share of any class of stock which is denied voting power under the provisions of the certificate of incorporation shall entitle the holder thereof to the right to vote at any meeting of stockholders except as the provisions of

paragraph (2) of subsection (b) of 242 of the General Corporation Law of the State of Delaware shall otherwise require; provided, that no share of any such class which is otherwise denied voting power shall entitle the holder thereof to vote upon the increase or decrease in the number of authorized shares of said class.

NINTH: The personal liability of the directors of the Corporation is hereby eliminated to the fullest extent permitted by the provisions of paragraph (7) of subsection (b) of 102 of the General Corporation Law of the State of Delaware, as the same may be amended and supplemented.

TENTH: The Corporation shall, to the fullest extent permitted by the provisions of 145 of the General Corporation Law of the State of Delaware, as the same may be amended and supplemented, indemnify any and all persons whom it shall have power to indemnify under said section from and against any and all of the expenses, liabilities, or other matters referred to in or covered by said section, and the indemnification provided for herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any Bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such person.

ELEVENTH: From time to time any of the provisions of this certificate of incorporation may be amended, altered, or repealed, and other provisions authorized by the laws of the State of Delaware at the time in force may be added or inserted in the manner and at the time prescribed by said laws, and all rights at any time conferred upon the stockholders of the Corporation by this certificate of incorporation are granted subject to the provisions of this Article ELEVENTH.

TWELVETH: The effective time of the certificate of incorporation of the Corporation, and the time when the existence of the Corporation shall commence, shall be on the date the certificate of incorporation is duly filed with the Secretary of State of the State of Delaware.

IN WITNESS WHEREOF, the undersigned, being duly authorized, has signed this certificate of incorporation this 5th day of June, 2006.

/s/ Heather Harrington

By: Heather Harrington
Title: Incorporator

BY-LAWS

OF

HABIT OPCO, INC.

ARTICLE I

STOCKHOLDERS

SECTION 1. Place of Meetings. All meetings of stockholders shall be held at the principal office of the corporation or at such other place as may be named in the notice. Notwithstanding the foregoing, the Board of Directors may, in its sole discretion, determine that the meeting shall not be held at any place, but shall be held solely by means of remote communication, subject to such guidelines and procedures as the Board of Directors may adopt, as permitted by applicable law.

SECTION 2. Annual Meeting. The annual meeting of stockholders for the election of directors and the transaction of such other business as may properly come before the meeting shall be held on such date and at such hour and place as the Board of Directors or an officer designated by the Board of Directors may determine. In the absence of such designation, the annual meeting of stockholders shall be held each year on the last day of March at 9:00 a.m.; however, if such day is not a business day, then the meeting shall be held at the same time and place on the next succeeding business day.

SECTION 3. Remote Communication. For the purposes of these by-laws, if authorized by the Board of Directors in its sole discretion, and subject to such guidelines and procedures as the Board of Directors may adopt, stockholders and proxyholders not physically present at a meeting of the stockholders may, by means of remote communication: participate in a meeting of stockholders and be deemed present in person and vote at a meeting of stockholders whether such meeting is to be held at a designated place or solely by means of remote communication, provided that (i) the corporation shall implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a stockholder or proxyholder, (ii) the corporation shall implement reasonable measures to provide such stockholders and proxyholders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the stockholders, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings, and (iii) if any stockholder or proxyholder votes or takes other action at the meeting by means of remote communication, a record of such vote or other action shall be maintained by the corporation.

SECTION 4. Special Meetings. Subject to the rights of holders of any Preferred Stock to act under specified circumstances, special meetings of the stockholders may be called at any time by the Chairperson of the Board, President or a majority of the Board of Directors. A special meeting of stockholders shall be called by the Secretary, upon written request, stating the purpose of the meeting, of stockholders who together own of record a majority of the outstanding shares of each class of stock entitled to vote at such meeting.

SECTION 5. Notice of Meetings. Except where some other notice is required by law, notices of meetings of the stockholders shall state the place, if any, date and hour of the meeting, the means of remote communications, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such meetings and the purposes for which the meeting is called, shall be given by the Secretary under the direction of the Board of Directors or the President, not less than ten nor more than sixty days before the date fixed for such meeting, to each stockholder of record entitled to vote at such meeting. If the Board of Directors has chosen to make a list of stockholders available on an electronic network, the notice shall provide the information required to gain access to such list. Notice to stockholders may be given in writing or by electronic transmission as permitted pursuant to this Section 4. If given in writing, notice shall be given personally to each stockholder or left at such stockholder's residence or usual place of business or mailed postage prepaid and addressed to the stockholder at such stockholder's address as it appears upon the records of the corporation. In case of the death, absence, incapacity or refusal of the Secretary, such notice may be given by a person designated either by the President or the Board of Directors. Only such business shall be conducted at a special meeting of stockholders as shall have been brought before the meeting pursuant to the corporation's notice of meeting. Notice of any meeting of stockholders need not be given to any stockholder who has waived such notice in writing or by electronic transmission, whether before or after the time such meeting is held. Attendance of a person at a meeting of stockholders shall constitute a waiver of notice of such meeting, except when the stockholder attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the stockholders need be specified in any written or electronically transmitted waiver of notice. Except as required by statute, notice of any adjourned meeting of the stockholders shall not be required.

Any notice to stockholders given by the corporation shall be effective if given by a form of electronic transmission consented to by the stockholder to whom the notice is given to the extent permitted by applicable law. Any such consent shall be revocable by the stockholder by written notice to the corporation and shall also be deemed revoked if (1) the corporation is unable to deliver by electronic transmission two consecutive notices given by the corporation in accordance with such consent and (2) such inability becomes known to the Secretary or Assistant Secretary of the corporation or to the transfer agent or other person responsible for the giving of notice; provided, however, the inadvertent failure to treat such inability as a revocation shall not invalidate any meeting or other action. Notice given pursuant to this Section shall be deemed given: (1) if by facsimile telecommunication, when directed to a number at which the stockholder has consented to receive notice; (2) if by electronic mail, when directed to an electronic mail address at which the stockholder has consented to receive notice; (3) if by posting on an electronic network together with separate notice to the stockholder of such specific posting, upon the later of (A) such posting and (B) the giving of such separate notice; and (4) if by any other form of electronic transmission, when directed to the stockholder. An affidavit of the secretary or an assistant secretary or of the transfer agent or other agent of the corporation that the notice has been given by a form of electronic transmission shall, in the absence of fraud, be prima facie evidence of the facts stated therein.

For purposes of these by-laws, "electronic transmission" means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process.

SECTION 6. Record Date. The Board of Directors may fix in advance a record date for the determination of the stockholders entitled to notice of or to vote at any meeting of stockholders, or entitled to consent to corporation action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action. Such record date shall not be earlier than the date upon which the resolution fixing the record date is adopted by the Board of Directors and shall not be more than 60 nor less than 10 days before the date of such meeting, nor more than 60 days before any other action to which such record date relates. If no record date is fixed, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held, and the record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating to such purpose. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

SECTION 7. Voting List. The officer who has charge of the stock ledger of the corporation shall make or have made, at least 10 days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder for any purpose germane to the meeting, during ordinary business hours, for a period of at least 10 days before the meeting either on a reasonably accessible electronic network or during ordinary business hours at the principal place of business of the corporation. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present. The stock ledger shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by this section or the books of the corporation, or to vote at any meeting of stockholders.

SECTION 8. Quorum of Stockholders. Unless otherwise provided in the Certificate of Incorporation, at any meeting of the stockholders, the holders of a majority of the voting power of the outstanding shares of the corporation entitled to vote generally in the election of directors present in person or represented by proxy, shall constitute a quorum for the consideration of any question, but in the absence of a quorum a smaller group may adjourn any meeting from time to time. When a quorum is present at any meeting, a majority of the votes properly cast shall, except where a different vote is required by law, by the Certificate of Incorporation or by these by-laws, decide any question brought before such meeting. Any election by stockholders shall be determined by a plurality of the vote cast by the stockholders entitled to vote at the election. The stockholders present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough stockholders to leave less than a quorum.

SECTION 9. Proxies and Voting. Unless otherwise provided in the Certificate of Incorporation, each stockholder entitled to vote at a meeting of stockholders may authorize another person or persons to act for such stockholder by proxy, but no such proxy shall be voted or acted upon after 3 years from its date, unless the proxy provides for a longer period. Shares of the capital stock of the corporation belonging to the corporation or to another corporation, a majority of whose shares entitled to vote in the election of directors is owned by the corporation, shall neither be entitled to vote nor be counted for quorum purposes.

SECTION 10. Conduct of Meeting. Meetings of the stockholders shall be presided over by the Chairperson of the Board, if any, or in the absence of the Chairperson of the Board by the Vice Chairperson of the Board, if any, or in the absence of the Vice Chairperson of the Board by the President, or in the absence of the President by a Vice-President, or in the absence of the foregoing persons by a chairperson designated by the Board of Directors, or in the absence of such designation by a chairperson chosen at the meeting. The Secretary, or in the absence of the Secretary an Assistant Secretary, shall act as secretary of the meeting, but in the absence of the Secretary and any Assistant Secretary the chairperson of the meeting may appoint any person to act as secretary of the meeting.

The Board of Directors may adopt such rules, regulations and procedures for the conduct of the meeting of stockholders as it shall deem appropriate. Except to the extent inconsistent with such rules and regulations as adopted by the Board of Directors, the chairperson of the meeting shall have the right and authority to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such chairperson, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the Board of Directors or prescribed by the chairperson of the meeting, may include, without limitation, (i) the establishment of an agenda or order of business for the meeting, (ii) rules and procedures for maintaining order at the meeting and the safety of those present, (iii) limitations on attendance at or participation in the meeting to stockholders of record of the corporation, their duly authorized and constituted proxies or such other persons as the chairperson of the meeting shall determine, (iv) restrictions on entry to the meeting after the time fixed for the commencement thereof, and (v) limitations on the time allotted to questions or comments by participants. Unless and to the extent determined by the Board of Directors or the chairperson of the meeting, meetings of stockholders shall not be required to be held in accordance with the rules of parliamentary procedure.

SECTION 11. Action Without Meeting. Any action required or permitted to be taken at any annual or special meeting of stockholders of the corporation may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, is signed by the holders or by proxy for the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote on such action were present and voted. Prompt notice of the taking of corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

ARTICLE II

DIRECTORS

SECTION 1. General Powers. The business and affairs of the corporation shall be managed by or under the direction of a Board of Directors, who may exercise all of the powers of the corporation that are not by law required to be exercised by the stockholders. In the event of a vacancy on the Board of Directors, the remaining directors, except as otherwise provided by law or the Certificate of Incorporation, may exercise the powers of the full Board until the vacancy is filled.

SECTION 2. Election and Number of Directors. The directors shall be qualified and elected in the manner provided in the First Amendment to the By-laws of Habit OPCO, Inc. attached hereto and incorporated by reference herein, unless otherwise provided in the Certificate of Incorporation, and shall continue to serve subject to the provisions of these By-laws and the Certificate of Incorporation. The number of directors of the corporation shall be set by the Board of Directors by resolution from time to time between one and five.

SECTION 3. Vacancies. Unless and until filled by the stockholders and except as otherwise provided in the Certificate of Incorporation, any vacancy in the Board of Directors, however occurring, including a vacancy resulting from an enlargement of the Board and an unfilled vacancy resulting from the removal of any director, may be filled by vote of a majority of the directors then in office although less than a quorum, or by the sole remaining director. Each director so chosen to fill a vacancy shall serve for a term determined in the manner provided by these By-laws, the Certificate of Incorporation and the General Corporation Law of the State of Delaware. When one or more directors shall resign from the Board, effective at a future date, a majority of the directors then in office, including those who have so resigned, shall have the power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective. If at any time there are no directors in office, then an election of directors may be held in accordance with the General Corporation Law of the State of Delaware.

SECTION 4. Resignation. Any director may resign at any time by giving notice to the corporation in writing or by electronic transmission. Such resignation shall take effect at the time specified therein, or if no time is specified, at the time of its receipt by the Chairperson of the Board, if any, the President or the Secretary.

SECTION 5. Removal. Directors may be removed from office, only as provided in the Certificate of Incorporation and the General Corporation Law of the State of Delaware.

SECTION 6. Committees. The Board of Directors may, by resolution or resolutions passed by a majority of the whole Board of Directors, designate one or more committees, each committee to consist of one or more directors of the corporation. The Board of Directors may designate one or more directors as alternate members of any committee to replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of any member of any such committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may

unanimously appoint another member of the Board of Directors to act at the meeting in the place of such absent or disqualified member. The Board of Directors shall have the power to change the members of any such committee at any time, to fill vacancies therein and to discharge any such committee, either with or without cause, at any time.

Any such committee, to the extent permitted by law and to the extent provided in a resolution of the Board of Directors or in these by-laws, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation to be affixed to all papers that may require it.

A majority of all the members of any such committee may fix its rules of procedure, determine its actions and fix the time and place, whether within or without the State of Delaware, of its meetings and specify what notice thereof, if any, shall be given, unless the Board of Directors shall otherwise by resolution provide. Each committee shall keep regular minutes of its meetings and make such reports as the Board of Directors may from time to time request.

SECTION 7. Meetings of the Board of Directors. The Board shall meet at least quarterly. Regular meetings of the Board of Directors may be held without call or formal notice at such places either within or without the State of Delaware and at such times as the Board may by vote from time to time determine. A regular meeting of the Board of Directors may be held without call or formal notice immediately after and at the same place as the annual meeting of the stockholders, or any special meeting of the stockholders at which a Board of Directors is elected.

Special meetings of the Board of Directors may be held at any place either within or without the State of Delaware at any time when called by the Chairperson of the Board, if any, the President, the Secretary or two or more directors. Reasonable notice of the time and place of a special meeting shall be given to each director unless such notice is waived by attendance or by waiver in the manner provided in these by-laws for waiver of notice by stockholders. Notice may be given by, or by a person designated by, the Secretary, the person or persons calling the meeting, or the Board of Directors. No notice of any adjourned meeting of the Board of Directors shall be required. In any case it shall be deemed sufficient notice to a director to send notice by mail at least seventy-two hours, by telegram or fax at least forty-eight hours before the meeting, addressed to such director at his or her usual or last known business or home address, by electronic mail, when directed to an electronic mail address at which the director has consented to receive notice, or by any other form of electronic transmission, when directed to the director.

Directors or members of any committee may participate in a meeting of the Board of Directors or of such committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation by such means shall constitute presence in person at such meeting.

SECTION 8. Quorum and Voting. A majority of the total number of directors shall constitute a quorum, except that when a vacancy or vacancies exist in the Board, a majority of the directors then in office (but not less than one-third of the total number of the directors) shall constitute a quorum. A majority of the directors present, whether or not a quorum is present,

may adjourn any meeting from time to time. The vote of a majority of the directors present at any meeting at which a quorum is present shall be the act of the Board of Directors, except where a different vote is required by law, by the Certificate of Incorporation or by these by-laws.

SECTION 9. Compensation. The Board of Directors may fix fees for their services and for their membership on committees, and expenses of attendance may be allowed for attendance at each meeting. Nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity, as an officer, agent or otherwise, and receiving compensation therefor.

SECTION 10. Action Without Meeting. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting and without notice if all members of the Board of Directors or of such committee, as the case may be, consent thereto in writing (which may be in counterparts) or by electronic transmission, and the writing or writings or electronic transmission or electronic transmissions are filed with the minutes of proceedings of the Board of Directors or of such committee. Such filings shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

ARTICLE III

OFFICERS

SECTION 1. Titles. The officers of the corporation shall consist of a President, a Secretary, a Chief Financial Officer and such other officers with such other titles as the Board of Directors shall determine, who may include without limitation a Chairperson of the Board, a Vice-Chairperson of the Board and one or more Vice-Presidents or Assistant Secretaries.

SECTION 2. Election and Term of Office. The officers of the corporation shall be elected from time to time by the Board of Directors to hold office until his or her successor is elected and qualified, unless a different term is specified in the vote electing such officer, or until his or her earlier death, resignation or removal.

SECTION 3. Qualification. Unless otherwise provided by resolution of the Board of Directors, no officer, other than the Chairperson or Vice-Chairperson of the Board, need be a director. No officer need be a stockholder. Any number of offices may be held by the same person, as the Board of Directors shall determine.

SECTION 4. Removal. Any officer may be removed, with or without cause, at any time, by resolution adopted by the Board of Directors. Unless otherwise provided in a resolution of the Board of Directors, the President may remove, with or without cause, at any time, any officer of the corporation.

SECTION 5. Resignation. Any officer may resign by delivering a written notice to the corporation at its principal office or to the Chairperson of the Board, if any, the President or the Secretary. Such resignation shall take effect at the time specified therein, or if no time is specified, at the time of its receipt by the Chairperson of the Board, if any, the President or the Secretary.

SECTION 6. Vacancies. The Board of Directors may, at any time fill any vacancy occurring in any office for the unexpired portion of the term or may leave unfilled any office other than those of President, Chief Financial Officer and Secretary.

SECTION 7. Powers and Duties. The officers of the corporation shall have such powers and perform such duties as are specified herein and as may be conferred upon or assigned to them by the Board of Directors, or, in the case of any officer other than the President, the President, and shall have such additional powers and duties as are incident to their office except to the extent that resolutions of the Board of Directors are inconsistent therewith.

SECTION 8. Chairperson of the Board. The Chairperson of the Board, if such an officer be elected, shall, if present, preside at meetings of the Board of Directors and exercise and perform such other powers and duties as may from time to time be assigned to such officer by the Board of Directors or as may be prescribed by these by-laws. If there is no president, then the Chairperson of the Board shall also be the chief executive officer of the corporation and shall have the powers and duties prescribed in Section 9 of these by-laws.

SECTION 9. President and Vice-Presidents. Except to the extent that such duties are assigned by the Board of Directors to the Chairperson of the Board, or in the absence of the Chairperson or in the event of his or her inability or refusal to act, the President shall be the chief executive officer of the corporation and shall have general and active management of the business of the corporation and general supervision of its officers, agents and employees, and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall preside at each meeting of the stockholders and the Board of Directors unless a Chairperson or Vice-Chairperson of the Board is elected by the Board and is assigned the duty of presiding at such meetings.

The Board of Directors may assign to any Vice-President the title of Executive Vice-President, Senior Vice-President or any other title selected by the Board of Directors. In the absence of the President or in the event of his or her inability or refusal to act, the duties of the President shall be performed by the Executive Vice President, if any, Senior Vice President, if any, or Vice President, if any, in that order (and, in the event there be more than one person in any such office, in the order of their length of time spent in such office), and when so acting, such officer shall have all the powers of and be subject to all the restrictions upon the President.

SECTION 10. Secretary and Assistant Secretaries. The Secretary shall attend all meetings of the Board of Directors and of the stockholders and record all the proceedings of such meetings in a book to be kept for that purpose, shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, shall maintain a stock ledger and prepare lists of stockholders and their addresses as required and shall have custody of the corporate seal, if one is adopted, which the Secretary or any Assistant Secretary shall have authority to affix to any instrument requiring it and attest by any of their signatures. The Board of Directors may give general authority to any other officer to affix and attest the seal of the corporation.

Any Assistant Secretary, or any other officer, employee or agent designated by the Board of Directors, the Chairperson of the Board or the President, may, in the absence of the Secretary or in the event of the Secretary’s inability or refusal to act, perform the duties and exercise the powers of the Secretary.

SECTION 11. Chief Financial Officer. The Chief Financial Officer shall have the custody of the corporate funds and securities, shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by or pursuant to resolution of the Board of Directors. The Chief Financial Officer shall disburse the funds of the corporation as may be ordered by the Board of Directors, the Chairperson of the Board, if any, or the President, taking proper vouchers for such disbursements, and shall render to the Chairperson of the Board, if any, the President and the Board of Directors, at its regular meetings or whenever they may require it, an account of all transactions and of the financial condition of the corporation.

SECTION 12. Bonded Officers. The Board of Directors may require any officer to give the corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors upon such terms and conditions as the Board of Directors may specify, including without limitation a bond for the faithful performance of the duties of such officer and for the restoration to the corporation of all property in his or her possession or control belonging to the corporation.

ARTICLE IV

STOCK

SECTION 1. Certificates of Stock. Unless otherwise provided by the Board of Directors, the shares of the corporation shall be represented by certificates. One or more stock certificates, signed by the Chairperson or Vice-Chairperson of the Board of Directors or by the President or a Vice-President and by the Chief Financial Officer or an Assistant Treasurer or the Secretary or an Assistant Secretary, shall be issued to each stockholder certifying the number of shares owned by the stockholder in the corporation. Any or all signatures on any such certificate may be facsimiles. In case any officer, transfer agent or registrar who shall have signed or whose facsimile signature shall have been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the corporation with the same effect as if such person or entity were such officer, transfer agent or registrar at the date of issue.

Each certificate for shares of stock that are subject to any restriction on transfer pursuant to the Certificate of Incorporation, these by-laws, applicable securities laws, or any agreement among any number of stockholders or among such holders and the corporation shall have conspicuously noted on the face or back of the certificate either the full text of the restriction or a statement of the existence of such restriction. If the corporation is authorized to issue more than one class or series of stock, each certificate for shares of stock shall have conspicuously noted on the face or back of the certificate a statement that the corporation will furnish without additional charge to each stockholder who so requests the powers, designations, preferences and relative, participating, optional, or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights.

SECTION 2. Transfers of Shares of Stock. Subject to the restrictions, if any, stated or noted on a stock certificate, shares of stock may be transferred on the books of the corporation by the surrender to the corporation or its transfer agent of the certificate representing such shares properly endorsed or accompanied by a written assignment or power of attorney properly executed, and with such proof of authority or the authenticity of signature as the corporation or its transfer agent may reasonably require. The corporation shall be entitled to treat the record holder of stock as shown on its books as the owner of such stock for all purposes, including the payment of dividends and the right to vote with respect to that stock, regardless of any transfer, pledge or other disposition of that stock, until the shares have been transferred on the books of the corporation in accordance with the requirements of these by-laws.

SECTION 3. Lost Certificates. A new stock certificate may be issued in the place of any certificate theretofore issued by the corporation and alleged to have been lost, stolen or destroyed, upon such terms in conformity with law as the Board of Directors shall prescribe. The Board of Directors may, in their discretion, require the owner of the lost, stolen or destroyed certificate, or the owner's legal representatives, to give the corporation a bond, in such sum as they may direct, to indemnify the corporation against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate, or the issuance of any such new certificate.

SECTION 4. Fractional Share Interests. The corporation may, but shall not be required to, issue fractions of a share. If the corporation does not issue fractions of a share, it shall (i) arrange for the disposition of fractional interests by those entitled thereto, (ii) pay in cash the fair value of fractions of a share as of the time when those entitled to receive such fractions are determined, or (iii) issue scrip or warrants in registered or bearer form, which shall entitle the holder to receive a certificate for a full share upon the surrender of such scrip or warrants aggregating a full share. A certificate for a fractional share shall, but scrip or warrants shall not unless otherwise provided therein, entitle the holder to exercise voting rights, to receive dividends thereon, and to participate in any of the assets of the corporation in the event of liquidation. The Board of Directors may cause scrip or warrants to be issued subject to the conditions that they shall become void if not exchanged for certificates representing full shares before a specified date, or subject to the conditions that the shares for which scrip or warrants are exchangeable may be sold by the corporation and the proceeds thereof distributed to the holders of scrip or warrants, or subject to any other conditions that the Board of Directors may impose.

SECTION 5. Dividends. Subject to the provisions of the Certificate of Incorporation, the Board of Directors may, out of funds legally available therefor declare and pay dividends upon the capital stock of the corporation as and when they deem expedient.

ARTICLE V

INDEMNIFICATION OF DIRECTORS AND OFFICERS

SECTION 1. Indemnification and Expenses. The corporation shall indemnify, to the extent permitted by applicable law, any person made, or threatened to be made, a party to any action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was a director or officer of the corporation or serves or served at

the request of the corporation as a director or officer of any other enterprise or in a comparable role at such enterprise. Expenses (including attorneys' fees), judgments, fines and amounts paid in settlement, actually and reasonably incurred by any such person in connection with any such action, suit or proceeding shall be paid or reimbursed by the corporation promptly upon receipt by it of an undertaking of such person to repay such amounts if it shall ultimately be determined that such person is not entitled to be indemnified by the corporation. The rights provided to any person by this by-law shall be enforceable against the corporation by such person, who shall be presumed to have relied upon it in serving or continuing to serve as a director or officer, and by such person's heirs and legal representations. No amendment of this by-law shall impair the rights of any person arising at any time with respect to events occurring prior to such amendment. For purposes of this by-law, the term "corporation" shall include any predecessor of the corporation and any constituent corporation (including any constituent of a constituent) absorbed by the corporation in a consolidation or merger; the term "other enterprise" shall include employee benefit plans; the term "fines" shall include any excise taxes assessed on a person with respect to any employee benefit plan; service "at the request of the corporation" shall include service as a director or officer of the corporation which imposes duties on, or involves services by, such director or officer with respect to an employee benefit plan, its participants or beneficiaries; and action by a person with respect to an employee benefit plan which such person reasonably believes to be in the interest of the participants and beneficiaries of such plan shall be deemed to be action not opposed to the best interests of the corporation. The right of indemnification under this by-law shall not extend to amounts incurred or paid in settlement or other compromise, including pursuant to a consent decree, unless such settlement or compromise shall be approved by the corporation, or by a court of competent jurisdiction.

SECTION 2. Non-Exclusivity of Rights. The rights conferred on any person by this Article V shall not be exclusive of any other rights that such person may have or may hereafter acquire under any statute, provision of the Certificate of Incorporation or these by laws, contractual agreement, vote of the stockholders or disinterested directors or otherwise. Additionally, nothing in this Article V shall limit the ability of the corporation, in its discretion, to indemnify or advance expenses to persons whom the corporation is not obligated to indemnify or advance expenses pursuant to this Article V.

ARTICLE VI

GENERAL PROVISIONS

SECTION 1. Fiscal Year. Except as otherwise designated from time to time by the Board of Directors, the fiscal year of the corporation shall begin on the first day of January and end on the last day of December.

SECTION 2. Corporate Seal. The corporation may adopt a corporate seal. If adopted, the corporate seal shall be in such form as shall be approved by the Board of Directors. The Secretary shall be the custodian of the seal, and a duplicate seal may be kept and used by each Assistant Secretary and by any other officer the Board of Directors may authorize.

SECTION 3. Certificate of Incorporation. All references in these by-laws to the Certificate of Incorporation shall be deemed to refer to the Certificate of Incorporation of the corporation, as in effect from time to time.

SECTION 4. Execution of Instruments. The President, the Chief Financial Officer and the Secretary shall have power to execute and deliver on behalf and in the name of the corporation any instrument requiring the signature of an officer of the corporation, including deeds, contracts, mortgages, bonds, notes, debentures, checks, drafts and other orders for the payment of money. In addition, the Board of Directors, the President, the Chief Financial Officer and the Secretary may expressly delegate such powers to any other officer or agent of the corporation.

SECTION 5. Voting of Securities. The President, the Chief Financial Officer and the Secretary, and each other person authorized by the Board of Directors, each acting singly, may waive notice of, and act as, or appoint any person or persons to act as, proxy or attorney-in-fact for this corporation (with or without power of substitution) at any meeting of stockholders or owners of other interests of any other corporation or organization the securities of which may be held by this corporation. In addition, the Board of Directors, the President and the Chief Financial Officer may expressly delegate such powers to any other officer or agent of the corporation.

SECTION 6. Evidence of Authority. A certificate by the Secretary, an Assistant Secretary or a temporary secretary as to any action taken by the stockholders, directors, a committee or any officer or representative of the corporation shall, as to all persons who rely on the certificate in good faith, be conclusive evidence of that action.

SECTION 7. Books and Records. The books and records of the corporation shall be kept at such places within or without the State of Delaware as the Board of Directors may from time to time determine.

SECTION 8. Amendments. Subject to any voting requirements set forth in the corporation's Certificate of Incorporation, the original or other by-laws of the corporation may be adopted, amended or repealed by the stockholders entitled to vote; provided, however, that the corporation may, in its Certificate of Incorporation, confer the power to adopt, amend or repeal by laws upon the Board of Directors. The fact that such power has been so conferred upon the Board of Directors shall not divest the stockholders of the power, nor limit their power to adopt, amend or repeal by laws.

FIRST AMENDMENT

TO THE

BY-LAWS OF HABIT OPCO, INC.

Article II (Directors), Section 2 (Election, Term and Number of Directors) of the By-laws of Habit OPCO, Inc. is hereby further amended to set forth the process and qualifications for the nomination and selection of members of the Board of Directors:

1. At a minimum, each candidate for nomination and selection to the Board shall evidence the following qualifying factors:

    a. A commitment to the Mission, Vision and treatment philosophy of Habit OPCO, Inc., as announced by management from time to time;

    b. Prior experience as a director, trustee, officer or leader of a human service organization serving the health care needs of patients and local communities;

    c. Experience in strategic planning; and

    d. The ability to communicate effectively both orally and in writing.

State of West Virginia

Certificate

I, Natalie E. Tennant, Secretary of State of the State of West Virginia, hereby certify that

HUNTINGTON TREATMENT CENTER, INC.
(A West Virginia Corporation)

filed Articles of Conversion in my office as required by the provisions of the West Virginia Code and was found to conform to law.

Therefore, I issue this

CERTIFICATE OF CONVERSION

Converting the corporation to:

HUNTINGTON TREATMENT CENTER, LLC
(A West Virginia Limited Liability Company)

Given under my hand and the Great Seal of the State of West Virginia on

September 30, 2009

Natalie E. Tennant

Secretary of State

Natalie E. Tennant
Secretary of State
State Capitol Bldg.
1900 Kanawha Blvd. East
Charleston, WV 25305

www.wvsos.com

Penney Barker, Manager
Corporations Division
Tel: (304) 558-8000
Fax: (304) 558-8381
Hrs - 8:30-5:00pm

business@wvsos.com

WEST VIRGINIA
STATEMENT OF CONVERSION

FEE: $25

of a domestic corporation to a domestic limited liability company
(form to accompany the articles of organization)

In accordance with §31D-11-1109 of the Code of West Virginia, the undersigned organization adopts the following Articles of Conversion.
(Check appropriate boxes and complete each line of the application)

1. ☑ The corporation was converted to a limited liability company

2. The name of the corporation that converted to a limited liability company, and if it has been changed, the name under which it was originally incorporated is:
HUNTINGTON TREATMENT CENTER, INC.

3. The date of filing of its original articles of incorporation with the West Virginia Secretary of State's Office is: May 9, 2001 .

4. The name of the limited liability company into which the corporation shall be converted is:
HUNTINGTON TREATMENT CENTER, LLC

5. The following statement must be checked before the Secretary of State can approve the conversion.

   ☑ The conversion has been approved in accordance with the provisions of West Virginia Code §31D-11-1109. (see below)

31D-11-1109 (b) The Board of Directors of the corporation which desires to convert under this section shall adopt a plan of conversion approving the conversion and recommending the approval of the conversion by the shareholders of the corporation. Such resolution shall be submitted to the shareholders of the corporation at an annual or special meeting. The corporation must notify each shareholder, whether or not entitled to vote of the meeting of shareholders at which the plan of conversion is to be submitted for approval. At the meeting, t he plan of conversion shall be considered and a vote taken for its adoption or rejection. Approval of the plan of conversion requires the approval of all of the shareholders, whether or not entitled to vote.

6. The requested effective date is: ☐ the date and time of filing
[Requested date may not be earlier than filing nor later than 90 days after filing.] ☑ the following date: SEPTEMBER 30, 2009

7. Contact name and number of person to reach in case of problem with filing: (optional, however, listing one may help to avoid a return or rejection of filing if there appears to be a problem with the document)
Name: NATHANIEL WEINER Phone: 408-367-0045

FILED
SEP 30 2009
IN THE OFFICE OF
SECRETARY OF STATE

8. Signature of person executing document:
Signature

SECRETARY
Capacity in which he/she is signing
(Example: member, manager, etc.)

Natalie E. Tennant
Secretary of State
State Capitol Building
1900 Kanawha Blvd. East
Charleston, WV 25305-0770

WEST VIRGINIA
ARTICLES OF ORGANIZATION
OF LIMITED LIABILITY COMPANY

Penney Barker, Manager
Corporations Division
Tel: (304) 558-8000
Fax: (304) 558-8381
Hours: 8:30 a.m. - 5:00 p.m. ET

Control #_____

We, acting as organizers according to West Virginia Code §31B-2-202, adopt the following Articles of Organization for a West Virginia Limited Liability Company:

1. The **name** of the **West Virginia limited liability company** shall be: [The name must contain one of the required terms such as "limited liability company" or abbreviations such as "LLC" or "PLLC"–see instructions for list of acceptable terms.] HUNTINGTON TREATMENT CENTER, LLC

2. The company will be an: ☑ LLC ☐ professional LLC for the profession of _____

3. The **address** of the initial **designated office** of the company in WV, if any, will be: [need not be a place of the company's business]
   Street: NATIONAL REGISTERED AGENTS, INC.
   300 KANAWHA BLVD.
   City/State/Zip: CHARLESTON 25321 WV

4. The mailing address of the **principal office**, if different, will be:
   Street/Box: 20400 STEVENS CREEK BLVD., SUITE 600
   City/State/Zip: CUPERTINO, CA 95014

5. The name and mailing address of the **agent for service of process**, if any, is:
   Name: NATIONAL REGISTERED AGENTS, INC.
   Street: 300 KANAWHA BLVD.
   City/State/Zip: CHARLESTON, WV 25321

6. The name and address of each organizer.

Name	No. & Street	City, State, Zip
PAMELA B. BURKE	20400 STEVENS CREEK BLVD., #600	CUPERTINO, CA 95014

7. The company will be:
   ☑ an at-will company, for an indefinite period.
   ☐ a term company, for the term of _____ years.

8. The Company will be:

☑ **member-managed.** [List the name and address of each member with signature authority, attach an extra sheet if needed]

OR ☐ **manager-managed,** [List the name and address of each manager with signature authority, attach an extra sheet if needed.]

Name	Address	City, State, Zip
NATIONAL SPECIALTY CLINICS, LLC	20400 STEVENS CREEK BLVD. #600	CUPERTINO, CA 95014

9. All or specified members of a limited liability company are liable in their capacity as members for all or specified debts, obligations or liabilities of the company.

☑ NO -- All debts, obligations and liabilities are those of the company.

☐ YES -- Those persons who are liable in their capacity as members for all debts, obligations or liability of the company have consented to this in writing.

10. The **purposes** for which this limited liability company is formed are as follows:
(Describe the type(s) of business activity which will be conducted, for example, "real estate," "construction of residential and commercial buildings," "commercial printing," "professional practice of architecture.")

Chemical dependency treatment services and any other lawful purpose.

11. Other provisions which may be set forth in the operating agreement or matters not inconsistent with law:
[See instructions for further information; use extra pages if necessary.]

12. The number of pages attached and included in these Articles is 0.

13. The requested effective date is: ☐ the date & time of filing
[Requested date may not be earlier than filing nor later than 90 days after filing.]
☑ the following date September 30, 2009 and time _____

Contact and Signature Information:

14. The number of acres it holds or expects to hold in West Virginia is: None

15. Phone # 408-367-0045 Contact person: Nathaniel Weiner

Signature of manager of a manager-managed company, member of a member-managed company, person organizing the company, if the company has not been formed or attorney-in-fact for any of the above.

Name [print or type]	Title/Capacity	Signature
Pamela B. Burke	Secretary	Pamela B Burke

Exhibit 3.121

AMENDED AND RESTATED OPERATING AGREEMENT OF HUNTINGTON TREATMENT CENTER, LLC

This Amended and Restated Operating Agreement (the "Agreement") of Huntington Treatment Center, LLC, a West Virginia limited liability company (the "Company"), is entered into by and between National Specialty Clinics, LLC, a Delaware limited liability company (the "Member") and the persons admitted to the Company as members who shall be identified on Schedule A, as amended from time to time, effective as of February 12, 2015.

WHEREAS, the Company is currently operating under a certain Operating Agreement, dated September 30, 2009 (the "Operating Agreement").

WHEREAS, the Member has deemed it in the best interest of the Company to amend and restate the Operating Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Organization. Effective September 30, 2009, the Company was converted from a corporation to a single-member limited liability company by the filing of a Certificate of Conversion in the office of the Secretary of State of West Virginia (the "Certificate").

Section 2. Registered Office; Registered Agent. The registered office of the Company in the State of West Virginia will be the initial registered office designated in the Certificate or such other office (which need not be a place of business of the Company) as the Member may designate from time to time in the manner provided by law. The registered agent of the Company in the State of West Virginia will be the initial registered agent designated in the Certificate, or such other person as the Member may designate from time to time in the manner provided by law. The principal office of the Company will be at such location as the Member may designate from time to time, which need not be in the State of West Virginia.

Section 3. Powers. The Company will have all powers permitted to be exercised by a limited liability company organized in the State of West Virginia.

Section 4. Term. The Company commenced on the date the Certificate was filed with the Secretary of State of West Virginia, and will continue in existence until terminated pursuant to this Agreement.

Section 5. Fiscal Year. The fiscal year of the Company for financial statement and federal income tax purposes will end on December 31 unless otherwise determined by the Member.

Section 6. Member. The Member owns 100% of the limited liability company interests in the Company.

Section 7. Address. The address of the Member is set forth below:

6100 Tower Circle, Suite 1000
Franklin, TN 37067

Section 8. New Members. No person may be admitted as a member of the Company without the approval of the Member.

Section 9. Liability to Third Parties. The Member will not have any personal liability for any obligations or liabilities of the Company, whether such liabilities arise in contract, tort or otherwise.

Section 10. Capital Contributions. On or before the date hereof, the Member has made a capital contribution in cash to the Company in the amount of $100.00. The Member will not be required to make any additional capital contributions to the Company except as may otherwise be agreed to by the Member.

Section 11. Participation in Profits and Losses. All profits and losses of the Company will be allocated to the Member.

Section 12. Distributions. Distributions will be made by the Company to the Member at such times as may be determined by the Member.

Section 13. Management. The power and authority to manage, direct and control the Company will be vested solely in the Member.

Section 14. Officers. The Member may, from time to time, designate one or more individuals to be officers of the Company, with such titles as the Member may assign to such individuals. The initial officers of the Company will be a President, a Secretary and two Vice Presidents as more specifically provided below. Officers so designated will have such authority and perform such duties as the Member may from time to time delegate to them. Any number of officer positions may be held by the same individual. Any officer may resign as such at any time by providing written notice to the Company. Any officer may be removed as such, either with or without cause, by the Member, in its sole discretion. Any vacancy occurring in any officer position of the Company may be filled by the Member. The officers of the Company, if and when designated by the Member, will have the authority, acting individually, to bind the Company.

Section 15. President. The President will, subject to the control of the Member, have general supervision, direction and control of the business and affairs of the Company. Subject to the control of the Member, the President will have the general powers and duties of management usually vested in the office of president and chief executive officer of corporations, and will have such other powers and duties as may be prescribed by the Member.

Section 16. Secretary. The Secretary will, subject to the control of the Member, prepare and keep the minutes of the proceedings of the Company in books provided for that purpose, see that all notices are duly given in accordance with the provisions of the Act, be custodian of the Company records, and will have the general powers and duties usually vested in the office of secretary of corporations, and will have such other powers and duties as may be prescribed by the Member.

Section 17. Vice Presidents. The Vice Presidents will, subject to the control of the Member, perform such duties as may be assigned to them by the President and will have the general powers and duties usually vested in the office of vice president of corporations, and will have such other powers and duties as may be prescribed by the Member. In the case of the death, disability or absence of the President, a Vice President shall perform and be vested with all the duties and powers of the President until the Member appoints a new President.

Section 18. Indemnification. The Company shall indemnify any individual who is or was a party or is or was threatened to be made a party to any action, suit, or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a manager, officer, employee or agent of the Company against expenses (including reasonable attorneys' fees and expenses), judgments, fines and amounts paid in settlement actually and reasonably incurred by such individual in connection with such action, suit or proceeding, to the extent permitted by applicable law. The right to indemnification conferred in this Section 18 includes the right of such individual to be paid by the Company the expenses incurred in defending any such action in advance of its final disposition (an "Advancement of Expenses"); provided, however, that the Company will only make an Advancement of Expenses upon delivery to the Company of an undertaking, by or on behalf of such Indemnitee, to repay all amounts so advanced if it is ultimately determined that such Indemnitee is not entitled to be indemnified under this Section 18 or otherwise.

Section 19. Dissolution. The Company will dissolve and its affairs will be wound up as may be determined by the Member, or upon the earlier occurrence of any other event causing dissolution of the Company under the Act. In such event, the Member will proceed diligently to wind up the affairs of the Company and make final distributions, and will cause the existence of the Company to be terminated.

Section 20. Amendment or Modification. This Agreement may be amended or modified from time to time only by a written instrument that is executed by the Member.

Section 21. Binding Effect. This Agreement will be binding on and inure to the benefit of the Member and its successors and assigns.

Section 22. Governing Law. This Agreement is governed by and will be construed in accordance with the law of the State of West Virginia without regard to the conflicts of law principles thereof.

IN WITNESS THEREOF, the undersigned hereto has executed this Agreement effective as of the date set forth above.

MEMBER:

NATIONAL SPECIALTY CLINICS, LLC

By: /s/ Christopher L. Howard
Christopher L. Howard
Vice President and Secretary

Schedule A

None

Indiana Secretary of State
Packet: 1992090634
Filing Date: 07/30/2009
Effective Date: 07/31/2009

INDIANA SECRETARY OF STATE
RECEIVED
2009 JUL 30 AM 11:31

TODD ROKITA
SECRETARY OF STATE
CORPORATE DIVISION
302 W. Washington Street, Rm. 6018
Indianapolis, IN 46204
Telephone: (317) 232-6576

ARTICLES OF ENTITY CONVERSION:
Conversion of a Corporation into a Limited Liability Company
State Form 51576 (1-04)
Approved by State Board of Accounts, 2004

INSTRUCTIONS: Use 8 ½" x 11" white paper for attachments.
Present original and one copy to the address in upper right corner of this form.
Please TYPE or PRINT.
Please visit our office on the web at www.sos.in.gov.

Indiana Code 23-1-18-3
FILING FEE: $30.00

ARTICLES OF CONVERSION
OF

INDIANAPOLIS TREATMENT CENTER, INC.
(hereinafter "Non-surviving Corporation")

APPROVED AND FILED

INTO

INDIANAPOLIS TREATMENT CENTER, LLC
(hereinafter "Surviving LLC")

Todd Rokita
SECRETARY OF STATE

ARTICLE I: PLAN OF ENTITY CONVERSION

a. *Please set forth the Plan of Conversion, containing such information as required by Indiana Code 23-1-38.5-11 and Indiana Code 23-1-38.5-12,* attach herewith, and designate it as "Exhibit A."
The following is basic information that must be included in the Plan of Entity Conversion: *(please refer to Indiana Code 23-1-38.5-12 for a more complete listing of requirements before submitting the plan).*
- A statement of the type of business entity that Surviving LLC will be and, if it will be a foreign non-corporation, its jurisdiction of organization;
- The terms and conditions of the conversion;
- The manner and basis of converting the shares of Non-surviving Corporation into the interests, securities, obligations, rights to acquire interests or other securities of Surviving LLC following its conversion; and
- The full text, as in effect immediately after the consummation of the conversion, of the organic document (if any) of Surviving LLC.
- If, as a result of the conversion, one or more shareholders of Non-surviving Corporation would be subject to owner liability for debts, obligations, or liabilities of any other person or entity, those shareholders must consent in writing to such liabilities in order for the Plan of Merger to be valid.

b. Please read and sign the following statement.
I hereby affirm under penalty of perjury that the plan of conversion is in accordance with the Articles of Incorporation or bylaws of Non-surviving Corporation and is duly authorized by the shareholders of Non-surviving Corporation as required by the laws of the State of Indiana.

Signature Pamela B. Burke *Printed Name* PAMELA B. BURKE *Title* Secretary

ARTICLE II: NAME AND DATE OF INCORPORATION OF NON-SURVIVING CORPORATION

a. The name of Non-surviving Corporation immediately before filing these Articles of Entity Conversion is the following:

INDIANAPOLIS TREATMENT CENTER, INC.

b. The date on which Non-surviving Corporation was incorporated in the State of Indiana is the following: September 16, 1992

ARTICLE III: NAME AND PRINCIPAL OFFICE OF SURVIVING LLC

a. The name of Surviving LLC is the following:

INDIANAPOLIS TREATMENT CENTER, LLC

- (Please note pursuant to Indiana Code 23-18-2-8, this name must include the words "Limited Liability Company", "L.L.C.", or "LLC").
- (If Surviving LLC is a foreign LLC, then its name must adhere to the laws of the state in which it is domiciled).

b. The address of Surviving LLC's Principal Office is the following:

Street Address	City	State	Zip Code
20400 STEVENS CREEK BLVD., SUITE 600	CUPERTINO	CA	95014

Indiana Secretary of State
Packet: 1992090634
Filing Date: 07/30/2009
Effective Date: 07/31/2009

ARTICLE IV: REGISTERED OFFICE AND AGENT OF SURVIVING LLC

Registered Agent: The name and street address of Surviving LLC's Registered Agent and Registered Office for service of process are the following:

Name of Registered Agent				
NATIONAL REGISTERED AGENTS, INC.				
Address of Registered Office (street or building)	City			Zip Code
320 N. MERIDIAN ST.	INDIANAPOLIS	Indiana		46204

ARTICLE V – JURISDICTION OF SURVIVING LLC AND CHARTER SURRENDER OF NON-SURVIVING CORPORATION

SECTION 1: JURISDICTION

Please state the jurisdiction in which Surviving LLC will be organized and governed. INDIANA

SECTION 2: CHARTER SURRENDER *((Please complete this section only if Surviving LLC is organized outside of Indiana).*

If the jurisdiction stated above is not Indiana, please set forth the Articles of Charter Surrender for the Non-surviving Corporation and attach herewith as "Exhibit B."

Pursuant to *Indiana Code 23-1-38.5-14*, the Articles of Charter Surrender must include:

1. The name of Non-surviving Corporation;
2. A statement that the Articles of Charter Surrender are being filed in connection with the conversion of Non-surviving Corporation into an LLC that will be organized in a jurisdiction other than the State of Indiana;
3. A signed statement under penalty of perjury that the conversion was duly approved by the shareholders of Non-surviving Corporation in a manner required by Indiana Law and consistent with the Articles of Incorporation or the bylaws of Non-surviving Corporation;
4. The jurisdiction under which the Surviving LLC will be organized; and
5. The address of Surviving LLC's executive office.

ARTICLE VI: DISSOLUTION OF SURVIVING LLC

Please indicate when dissolution will take place in Surviving LLC:

☐ The latest date upon which Surviving LLC is to dissolve is _____ OR

☒ Surviving LLC is perpetual until dissolution.

ARTICLE VII: MANAGEMENT OF SURVIVING LLC

Surviving LLC will be managed by: ☐ The members of Surviving LLC. OR

☒ A manager or managers

In Witness Whereof, the undersigned being an officer or other duly authorized representative of Non-surviving Corporation executes these Articles of Entity Conversion and verifies, subject to penalties of perjury, that the statements contained herein are true,

this 31st day of July, 2009.

Signature: Pamela B. Burke

Printed Name: Pamela B. Burke

Title: Secretary

Indiana Secretary of State
Packet: 1992090634
Filing Date: 07/30/2009
Effective Date: 07/31/2009

Exhibit A

PLAN OF ENTITY CONVERSION OF
Indianapolis Treatment Center, Inc.

In accordance with Sections 23-1-38.5-11 and 23-1-38.5-12 of the Indiana Code (the "Code"), Indianapolis Treatment Center, Inc., an Indiana corporation (the "Corporation"), hereby adopts the following Plan of Entity Conversion.

1. Conversion. In accordance with the Code, the Corporation shall be converted (the "Conversion") into Indianapolis Treatment Center, LLC, an Indiana limited liability company (the "LLC").

2. Conversion of Stock. One hundred percent (100%) of the validly issued, fully paid and nonassessable shares of common stock of the Corporation that were issued and outstanding immediately prior to the date of the Conversion shall be converted into such number of membership interests as required to represent one hundred percent (100%) of the membership interests of the LLC immediately following the Conversion.

3. Effective Date. The Conversion shall be effective as of July 31, 2009.

4. Articles of Organization. The Articles of Organization, a copy of which are attached hereto as Exhibit I, shall be the Articles of Organization of the LLC as in effect immediately after consummation of the Conversion.

5. Effect of Conversion. Following the Conversion, the LLC shall be, for all purposes, the same entity that existed before the Conversion.

Indiana Secretary of State
Packet: 1992090634
Filing Date: 07/30/2009
Effective Date: 07/31/2009

EXHIBIT I – ARTICLES OF ORGANIZATION

Indiana Secretary of State
Packet: 1992090634
Filing Date: 07/30/2009
Effective Date: 07/31/2009

INDIANA SECRETARY OF STATE
RECEIVED

2009 JUL 30 AM 11:31

TODD ROKITA
SECRETARY OF STATE
CORPORATIONS DIVISION
302 W. Washington St., Rm.E 018
Indianapolis, IN 46204
Telephone: (317) 232-6576

ARTICLES OF ORGANIZATION

State Form 49459 (R / 1 -03)
Approved by State Board of Accounts 1999

INSTRUCTIONS: *Use 8 1/2" x 11" white paper for attachments.*
Present original and one (1) copy to the address in upper right corner of this form.
Please TYPE or PRINT.
Please visit our office on the web at www.sos.in.gov.

Indiana Code 23-18-2-4
FILING FEE: $90.00

ARTICLES OF ORGANIZATION

The undersigned, desiring to form a Limited Liability Company *(hereinafter referred to as "LLC")* pursuant to the provisions of:

Indiana Business Flexibility Act, Indiana Code 23-18-1-1, et seq. as amended, executes the following Articles of Organization:

ARTICLE I - NAME AND PRINCIPAL OFFICE

Name of LLC *(the name must include the words "Limited Liability Company", "L.L.C.", or "LLC")*
INDIANAPOLIS TREATMENT CENTER, LLC

Principal Office: The address of the principal office of the LLC is: *(optional)*

Post office address	City	State	ZIP code
20400 Stevens Creek Blvd., Suite 600	Cupertino	CA	95014

ARTICLE II - REGISTERED OFFICE AND AGENT

Registered Agent: The name and street address of the LLC's Registered Agent and Registered Office for service of process are:

Name of Registered Agent: NATIONAL REGISTERED AGENTS, INC.

Address of Registered Office *(street or building)*	City		ZIP code
320 N. MERIDIAN STREET	INDIANAPOLIS	Indiana	46204

ARTICLE III - DISSOLUTION

☐ The latest date upon which the LLC is to dissolve: _____

☑ The Limited Liability Company is perpetual until dissolution.

ARTICLE IV - MANAGEMENT

☐ The Limited Liability Company will be managed by its members.

☑ The Limited Liability Company will be managed by a manager or managers.

In Witness Whereof, the undersigned executes these Articles of Organization and verifies, subject to penalties of perjury, that the statements contained herein are true,

this 29 day of July, 2009.

Signature	Printed name
Pamela B. Burke	Pamela B. Burke

This instrument was prepared by: *(name)* Pamela B. Burke

Address *(number, street, city and state)*	ZIP code
20400 Stevens Creek Blvd., Suite 600, Cupertino, CA	95014

Exhibit 3.123

OPERATING AGREEMENT

OF

Indianapolis Treatment Center, LLC

A Indiana Limited Liability Company

July 31, 2009

TABLE OF CONTENTS

TABLE OF CONTENTS
(continued)

OPERATING AGREEMENT
OF

Indianapolis Treatment Center, LLC
A Indiana Limited Liability Company

This Operating Agreement (this "**Agreement**") of **Indianapolis Treatment Center, LLC** (the "**Company**") is made and entered into pursuant to Indiana Code Article 18 (the "**Act**") and shall be effective as of July 31, 2009, by NATIONAL SPECIALTY CLINICS, INC., a Delaware corporation ("**NSC**"), as the sole member.

ARTICLE I

DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings set forth below in this Article I. The singular when used in this Agreement shall also refer to the plural, and vice versa, as appropriate. All terms used in this Agreement which are not defined in this Article I shall have the meanings set forth elsewhere in this Agreement.

"**Act**" shall mean the Indiana Code, Article 18.

"**Affiliate**" shall mean, with respect to any Member: (a) any person directly or indirectly owning, controlling or holding with power to vote 10% or more of the outstanding voting securities of such Member; (b) any Person 10% or more of whose outstanding voting securities are directly or indirectly owned, controlled or held with power to vote by such Member; (c) any partnership or limited liability company of which such Member or any other Person described in clause (a) or clause (b) of this definition is a general or managing partner, or a manager, as the case may be; and (d) any officer, director or partner in such Member.

"**Agreed Value**" means the fair market value of property as determined by the Members using such reasonable methods of valuation as they deem appropriate.

"**Assignee**" shall mean a person who has acquired a beneficial interest in a Company Interest in accordance with the provisions of Article VIII hereof, but who is not a Member.

"**Book Depreciation**" means the depreciation, cost recovery or amortization of assets allowable to the Company with respect to an asset for any period, except that if the Book Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such period, Book Depreciation shall be an amount which bears the same ratio to such beginning Book Value as federal income tax depreciation, amortization, or other cost recovery deduction for such period bears to such beginning adjusted basis.

"**Book Gain**" or "**Book Loss**" means the gain or loss that would be recognized by the Company for federal income tax purposes as a result of sales or exchanges of its assets if its tax basis in such assets were equal to the Book Value of such assets.

"**Book Value**" means (a) as to property contributed to the Company, its Agreed Value, and (b) as to all other Company property, its adjusted basis for federal income tax purposes as reflected on the books of the Company. The Book Value of all Company assets shall be adjusted to equal their respective Agreed Values, as determined by the Members, as of the following times: (a) the acquisition of an additional interest in the Company by any new or existing Member in exchange for more than a de minimis Capital Contribution; (b) the distribution by the Company to a Member of more than a de minimis amount of Company property, unless all Members receive simultaneous distributions of undivided interests in the distributed property in proportion to their Interest in the Company; and (c) the termination of the Company for federal income tax purposes pursuant to Code Section 708(b)(1)(B). The Book Value of all assets shall be adjusted by the Book Depreciation taken into account with respect to such asset.

"**Capital Account**" means an individual capital account maintained for each Member in accordance with Treasury Regulation Section 1.704-1(b) adopted pursuant to Section 704(b) of the Code.

"**Capital Contributions**" shall mean the amount of cash or Book Value of property a Member contributes to the capital of the Company.

"**Certificate**" shall mean the certificate of formation of the Company which is required to be filed pursuant to the Act.

"**Code**" shall mean the Internal Revenue Code of 1986, as amended from time to time, and the corresponding provisions of any future Federal tax law and, to the extent applicable, the Regulations.

"**Company Interest,**" as of any date, shall mean, with respect to any Member, the percentage ownership interest of such Member in the Company as of such date, including all of its rights and obligations under the Act and this Agreement. Each Member's Company Interest shall be represented by the number of Units set forth on Exhibit A attached hereto.

"**Distributions**" means all cash and the Book Value of other property distributed to NSC arising from its Company Interest.

"**Fiscal Year**" shall mean the fiscal year of the Company which shall be the calendar year.

"**Initial Member**" shall mean NSC.

"**Manager**" shall mean initially CRC Health Management, Inc., a Delaware corporation, or such other Person as the Member may later appoint.

"Member" shall mean the Initial Member and any other Person that acquires a Company Interest and is admitted to the Company as a member in accordance with the terms of this Agreement.

"**Net Income**" or "**Net Loss**" shall mean, with respect to any fiscal period, the gross income, gains and losses of the Company, for such period, less all deductible costs, expenses and depreciation and amortization allowances of the Company for such period, as determined for

federal income tax purposes, with the following adjustments: (a) any income of the Company that is exempt from federal income tax and is not otherwise taken into account in computing Net Income or Net Loss pursuant to this definition shall be added to such taxable income or loss; (b) any expenditures of the Company not deductible in computing taxable income or loss, not properly chargeable to capital account and not otherwise taken into account in computing Net Income or Net Loss pursuant to this definition shall be subtracted from such taxable income or loss; (c) if the Book Value of any asset differs from its adjusted basis for federal income tax purposes at the beginning of such period, the depreciation and amortization allowances to be deducted from gross income with respect to such asset shall be Book Depreciation; and (d) Book Gain or Book Loss shall be used instead of taxable gain or loss. If such amount shall be greater than zero, it shall be known as a "**Net Income**" and if such amount shall be less than zero, it shall be known as "**Net Loss**."

"**Person**" shall mean an individual, partnership, joint venture, association, corporation, trust, estate, limited liability company, limited liability partnership or any other legal entity.

"**Regulations**" shall mean the regulations, including temporary regulations promulgated under the Code, as such regulations may be amended from time to time (including the corresponding provisions of any future regulations).

"**Units**" shall mean the number of units representing the Company Interest held by a Member. Each Unit shall represent 1% of the total outstanding Company Interest.

ARTICLE II

CONTINUATION AND PURPOSE

2.01 Formation. The Initial Member hereby organizes a limited liability company pursuant to the Act. The rights and liabilities of the Members shall be determined pursuant to the Act and this Agreement. To the extent that the rights or obligations of the Members are different by reason of any provision of this Agreement than they would be in the absence of such provision, this Agreement shall, to the extent permitted by the Act, control. Simultaneously with the execution and delivery of this Agreement, NSC shall be admitted as the sole member of the Company.

2.02 Limited Liability Company Agreement. This Agreement shall constitute the "limited liability company agreement" of the Company within the meaning of the Act for all purposes including, without limitation, so long as there is only one Member, for classification of the Company as a "domestic eligible entity" that is disregarded as an entity separate from its owner for federal and all relevant state income tax purposes.

2.03 Name. The name of the Company is **Indianapolis Treatment Center, LLC**

2.04 Principal Office. The registered office required to be maintained by the Company in the state of Indiana pursuant to the Act shall initially be located at do National Registered Agents, Inc. 320 N. Meridian St., Indianapolis, Indiana 46204. The registered agent shall initially be National Registered Agents, Inc. 320 N. Meridian St., Indianapolis, Indiana 46204. The principal executive office of the Company shall be at 20400 Stevens Creek Blvd., Suite 600, Cupertino, California 95014.

2.05 Term. The term of the Company commenced on the date of filing of the Certificate with the Secretary of State of Indiana, and shall continue unless terminated as hereinafter provided.

2.06 Purposes of Company. The Company is permitted to engage in any lawful acts or activities and to exercise any powers permitted to limited liability companies under the laws of the State of Indiana.

2.07 Certificate. The Manager shall cause the Certificate to be filed or recorded in any other public office where filing or recording is required.

2.08 Address of the Initial Member. The address of the Initial Member is 20400 Stevens Creek Blvd., Suite 600, Cupertino, California 95014.

2.09 Foreign Qualification. The Manager shall take all necessary actions to cause the Company to be qualified to conduct business legally in any jurisdictions where the nature of the Company's business requires such qualification.

ARTICLE III

MEMBERS' CAPITAL

3.01 Capital Contribution. The Members shall be obligated to make only such capital contributions to the Company as the Members shall agree to in writing. The Initial Member shall be credited with one hundred percent (100%) of the existing capital of the Company.

3.02 Additional Capital Contributions. The Members shall not be required to contribute additional capital to the Company. The Members shall not be obligated to restore any deficit balance in their Capital Accounts.

ARTICLE IV

STATUS OF MEMBERS AND MANAGER

4.01 Limited Liability. Neither the Members nor the Manager shall be bound by or personally liable for, the expenses, liabilities or obligations of the Company. Except as required by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and neither the Members nor the Manager shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member or acting as the Manager of the Company. The Members shall be liable to the Company for the capital contributions specified in Section 3.01 and as may otherwise be required pursuant to the Act. Neither the Members nor the Manager shall be liable for any debts, obligations and liabilities, whether arising in contract, tort or otherwise, of any other Member or any Manager of the Company. The Members shall not be required to loan the Company any funds.

4.02 Return of Distributions of Capital. A Member may, under certain circumstances, be required by law to return to the Company for the benefit of the Company's creditors, amounts previously distributed. No Member shall be obligated to pay those distributions to or for the account of the Company or any creditor of the Company. However, if any court of competent jurisdiction holds that, notwithstanding the provisions of this Agreement, any Member is obligated to return or pay over any part of those distributions, it shall be the obligation of such Member. Any payment returned to the Company or made directly by a Member to a creditor of the Company shall be deemed a Capital Contribution by such Member.

4.03 Reliance by Third Parties. Persons dealing with the Company are entitled to rely conclusively upon the power and authority of the Manager as set forth in this Agreement.

ARTICLE V

COMPENSATION TO THE MEMBERS AND MANAGER

Neither the Members nor the Manager shall receive any compensation directly or indirectly in connection with the formation, operation, and dissolution of the Company except as expressly specified in this Agreement.

ARTICLE VI

COMPANY EXPENSES

6.01 Reimbursement. The Company shall reimburse the Members for all out-of-pocket costs and expenses reasonably incurred by it in connection with the operation and funding of the Company, including any legal fees and expenses.

6.02 Operating Expenses. The Company shall pay the operating expenses of the Company which may include, but are not limited to: (i) all reasonable salaries, compensation and fringe benefits of personnel employed by the Company and involved in the business of the Company; (ii) all costs of funds borrowed by the Company and all taxes and other assessments on the Company's assets and other taxes applicable to the Company; (iii) reasonable legal, audit and accounting fees; (iv) the cost of insurance as required in connection with the business of the Company; (v) reasonable expenses of revising, amending, or modifying this Agreement or terminating the Company; (vi) reasonable expenses in connection with distributions made by the Company, and communications necessary in maintaining relations with Members and outside parties, (vii) reasonable expenses in connection with preparing and mailing reports required to be furnished to Members for investor, tax reporting or other purposes, or other reports to Members; (viii) reasonable costs incurred in connection with any litigation in which the Company is involved, as well as any examination, investigation or other proceedings conducted by any regulatory agency with jurisdiction over the Company, including legal and accounting fees incurred in connection therewith; (ix) property management fees; and (x) reasonable expenses of professionals employed by the Company in connection with any of the foregoing, including attorneys, accountants and appraisers.

ARTICLE VII

ALLOCATION OF INCOME AND LOSS; DISTRIBUTIONS

7.01 Distributions. All Distributions shall be paid to the Initial Member. If there is more than one Member, the Members shall amend this Section 7.01 to reflect the Members' agreement regarding payment of Distributions.

7.02 Allocations of Net Income and Net Losses. Net Income and Net Losses of the Company for each Fiscal Year shall be allocated 100% to the Initial Member. If there is more than one Member, the Members shall amend this Section 7.02 to reflect the Members' agreement regarding allocation of Net Income and Net Losses of the Company.

ARTICLE VIII

ASSIGNMENT OF COMPANY INTERESTS

8.01 Assignment. A Member may assign (whether by sale, exchange, gift contribution, distribution or other transfer, including a pledge or other assignment for security purposes) all or any part of its Company Interest.

8.02 Assignee. Provided the provisions of this Article VIII have been complied with, an Assignee shall be entitled to receive distributions of cash or other property, and allocations of Net Income and Net Losses, from the Company attributable to the assigned Company Interests from and after the effective date of the assignment in accordance with Article VII, but an Assignee shall have no other rights of a Member herein, such as rights to any information, an accounting, inspection of books or records or voting as a Member on matters set forth herein or by law, until such Assignee is admitted as a Member pursuant to the provisions of Article X; except that an Assignee shall have the right solely to receive a copy of the annual financial statements required herein to be provided the Members. The Company shall be entitled to treat the assignor as the absolute owner of the Company Interests in all respects, and shall incur no liability for distributions, allocations of Net Income or Net Losses, or transmittal of reports and notices required to be given to Members which are made in good faith to the assignor until the effective date of the assignment, or, in the case of the transmittal of reports (other than the financial statements referred to above) or notices, until the Assignee is so admitted as a substitute Member. The effective date of an assignment shall be the first day of the calendar month following the month in which the Member has received an executed instrument of assignment in compliance with this Article VIII or the first day of a later month if specified in the executed instrument of assignment. The Assignee shall be deemed an Assignee on the effective date, and shall be only entitled to distributions, Net Income or Net Losses attributable to the period after the effective date of assignment. Each Assignee will inherit the balance of the Capital Account, as of the effective date of Assignment, of the Assignor with respect to the Company Interest transferred.

8.03 Collateral Assignment. Notwithstanding anything to the contrary in the foregoing Section 8.02 and to the extent permitted by the Act, in the event a Member pledges its Company Interest or its Units, or assigns its Company Interests or its Units for security purposes, or

otherwise encumbers its Company Interest or its Units, to a Member's lenders that provide financing to such Member (the "**Lenders**"), (i) such Member may physically deliver the certificate or certificates representing its Units to its Lenders; (ii) the provisions of Article X shall not apply to the admission of any such Lender as a Member upon the exercise by such Lender of any rights and remedies under any of the Member's agreements with such Lender; (iii) such Lender shall be entitled to become a member of the Company and otherwise effect the transfer of the assigning Member's Company Interest and Units to such Lender or such other Person as Lender may select consistent with the terms of the Member's agreements with such Lender upon the exercise by such Lender of any rights and remedies under any of the Member's agreements with such Lender, and such Lender or other Person may thereafter exercise all rights and other entitlements of membership in the Company pertaining thereto, in all cases without being required to comply with the provisions of Article X or to make any required Capital Contributions; and (iv) such Lenders or other Persons to whom the Company Interest or Units are transferred by Lender shall be deemed Members without further action upon the effectiveness of such transfer.

8.04 Other Consents and Requirements. Any assignment, sale, transfer, exchange or other disposition of any Company Interest in the Company or the Units must be in compliance with any requirements imposed by any state securities administrator having jurisdiction over the assignment, sale, transfer, exchange or other disposition of the Company Interest or the Units, and the United States Securities and Exchange Commission.

ARTICLE IX

ISSUANCE OF UNIT CERTIFICATES

9.01 Unit Certificates. Each Member shall be issued a certificate or certificates for Units to denominate such Member's Company Interest. The names of each Member and the number of Units held by such Member, together with the certificate number of each Unit certificate issued to such Member shall be set forth on Exhibit A attached hereto. All certificates shall be signed in the name of the Company by the President and the Chief Financial Officer or Secretary of the Manager, certifying the number of Units owned by the Unit holder. Any or all of the signatures on a certificate may be by facsimile signature.

9.02 Restrictive Legend. In order to reflect the restrictions on disposition of the Units as set forth in this Agreement, the certificates for the Units will be endorsed with a restrictive legend, including without limitation one or both of the following:

"THE UNITS REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY STATE SECURITIES LAWS, AND MAY BE OFFERED AND SOLD ONLY IF SO REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE. THE HOLDER OF THESE UNITS MAY BE REQUIRED TO DELIVER TO THE COMPANY, IF THE COMPANY SO REQUESTS, AN OPINION OF COUNSEL (REASONABLY SATISFACTORY IN FORM AND SUBSTANCE TO THE COMPANY) TO THE EFFECT THAT AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT

(OR QUALIFICATION UNDER STATE SECURITIES LAWS) IS AVAILABLE WITH RESPECT TO ANY TRANSFER OF THESE UNITS THAT HAS NOT BEEN SO REGISTERED (OR QUALIFIED).

THE COMPANY WILL FURNISH WITHOUT CHARGE TO EACH HOLDER WHO SO REQUESTS THE POWERS, DESIGNATIONS, PREFERENCES AND RELATIVE RIGHTS OF THE UNITS. THE UNITS EVIDENCED HEREBY ARE SUBJECT TO AN OPERATING AGREEMENT (A COPY OF WHICH MAY BE OBTAINED UPON WRITTEN REQUEST FROM THE COMPANY). FOR ALL PURPOSES, THIS CERTIFICATE AND THE UNITS IT REPRESENTS SHALL BE DEEMED A SECURITY OR SECURITIES GOVERNED BY ARTICLE VIII OF THE UNIFORM COMMERCIAL CODE."

9.03 Additional Legends. If required by the authorities of any state in connection with the issuance of the Units, the legend or legends required by such state authorities shall also be endorsed on all such certificates.

9.04 Lost Certificates. Except as provided in this Section 9.04, no new certificate for Units shall be issued in lieu of an old certificate unless the latter is surrendered to the Company and canceled at the same time. The Company may, in case any Unit certificate or certificates is lost, stolen or destroyed, authorize the issuance of a new certificate in lieu thereof, upon such terms and conditions as the Company may require, including provision for indemnification of the Company sufficient to protect the Company against any claim that may be made against it, including any expense or liability, on account of the alleged loss, theft or destruction of such certificate or the issuance of such new certificate.

9.05 Uniform Commercial Code. For all purposes under this Agreement and any agreement between the Company and its lenders, all of the Company Interests in the Company and the Units issued by the Company representing the same shall be deemed a security or securities governed by Article VIII of the Uniform Commercial Code.

ARTICLE X

ADMISSION OF ASSIGNEE AS MEMBER

10.01 Requirements. An Assignee may not become a Member unless all of the following conditions are first satisfied:

(a) A duly executed and acknowledged written instrument of assignment is filed with the Company, specifying the Company Interest and the Units being assigned and setting forth the intention of the Assignor that the Assignee succeed to Assignor's interest as a substitute Member;

(b) The Assignor and Assignee shall execute and acknowledge any other instruments that the Company deems necessary or desirable for substitution, including the written acceptance and adoption by the Assignee of the provisions of this Agreement;

(c) The admission of the Assignee is approved by the Members;

(d) Payment of a transfer fee to the Company, sufficient to cover all reasonable expenses connected with the substitution; and

(e) Compliance with Article VIII of this Agreement.

10.02 Issuance of Unit Certificates to Assignees. An Assignee shall be issued a certificate or certificates for the Units it acquires upon satisfaction of the requirements set forth in Section 10.01 and compliance with the requirements of Section 9.04.

ARTICLE XI

BOOKS, RECORDS, ACCOUNTING AND REPORTS

11.01 Books and Records. The Company shall maintain at its principal office all of the following:

(a) A current list of the full name and last known business or residence address of each Member set forth in alphabetical order together with the Capital Contributions and Company Interest owned by each Member;

(b) A copy of the Certificate, this Agreement and any and all amendments to either thereof, together with executed copies of any powers of attorney pursuant to which any certificate or amendment has been executed;

(c) Copies of the Company's federal, state and local income tax or information returns and reports, if any, for the six most recent taxable years;

(d) The financial statements of the Company for the six most recent fiscal years;

(e) The Company books and records for at least the current and past three fiscal years.

11.02 Delivery to Members and Inspection.

(a) Upon the request of a Member, the Company shall promptly deliver to the requesting Member a copy of the information required to be maintained by Section 11.01, except for Section 11.01(e).

(b) Each Member, or his duly authorized representative, has the right, upon reasonable request, to each of the following:

(1) Inspect and copy during normal business hours any of the Company records; and

(2) Obtain from the Company, promptly after becoming available, a copy of the Company's federal, state and local income tax or information returns for each year.

(c) The Company shall send to each Member within eighty-five (85) days after the end of each Fiscal Year the information necessary for the Member to complete its federal and state income tax or information returns. The Company shall use its best efforts to send to each Member such information within seventy-five (75) days after the end of each Fiscal Year.

11.03 Annual Statements. The Company shall cause to be prepared for the Members at least annually, at Company expense financial statements of the Company. The financial statements will include a balance sheet, statements of income or loss, cash flows and Members' equity.

11.04 Bank Accounts. The Company shall maintain appropriate accounts at one or more financial institutions for all funds of the Company as determined by the Manager. Such accounts shall be used solely for the business of the Company. Withdrawals from such accounts shall be made only upon the signature of those persons authorized by the Manager.

11.05 Tax Returns. The Manager shall cause any federal, state or local income tax returns of the Company to be prepared and filed on behalf of the Company, and it shall cause copies of such returns to be furnished to each of the Members.

11.06 Disregarded Entity for Federal and State Income and Franchise Tax Purposes. The Initial Member intends that, so long as there is only one Member, the Company shall be treated as a "domestic eligible entity" that is disregarded as an entity separate from its owner (a "**Disregarded Entity**") for federal, state and local income and franchise tax purposes and shall take all reasonable action, including the amendment of this Agreement and the execution of other documents but without changing the economic relationships created by, or the essential terms of, this Agreement, as may be reasonably required to qualify for and receive treatment as a Disregarded Entity for federal income tax purposes.

ARTICLE XII

DESIGNATION OF RIGHTS, AUTHORITIES, POWERS, RESPONSIBILITIES, DUTIES AND LIMITATIONS OF THE MANAGER

12.01 Authority of Manager.

(a) The Manager shall have the exclusive authority to manage the operations and affairs of the Company, shall have the power on behalf and in the name of the Company to carry out any and all of the objects and purposes of the Company, and shall have all authority, rights, and powers conferred by law and those required or appropriate for the management of the Company business.

(b) The Members agree that all determinations decisions and actions made or taken by the Manager in accordance with this Agreement shall be conclusive and absolutely binding upon the Company, the Members and their respective successors, assigns and personal representatives.

12.02 Acts of Manger. The Manager is the agent of the Company for the purpose of its business, and the acts of the Manger in carrying on the usual business of the Company shall bind the Company, unless (1) the Manager has in fact no authority to act on behalf of the Company in the particular matter, and (2) the person with whom the Manager is dealing has knowledge of the fact that the Manager has no such authority.

12.03 Expenses. The Company will pay, or will reimburse the Manager for all costs and expenses incurred by the Manager in connection with the organization and operations of the Company.

12.04 Matters Requiring Consent. Notwithstanding any other provision of this Agreement to the contrary, actions or decisions with respect to any of the following matters shall require the prior written consent of the Initial Member:

(a) amendment of this Agreement, the Certificate or other organizational documents of the Company;

(b) the admission of additional Members to the Company;

(c) the voluntary bankruptcy or entering into receivership of the Company;

(d) the sale or exchange, or other disposition or transfer of all or substantially all of the assets of the Company;

(e) approval of any merger, consolidation, exchange or reclassification of interest or shares involving the Company, or any other form of reorganization or recapitalization involving the Company;

(f) the dissolution or liquidation of the Company other than as set forth in this Agreement; and

(g) any approval by the Company of any assignment or other transfer, whether voluntarily, involuntarily or by operation of law, by any person of such person’s rights, obligations or duties under any agreement between such person and the Company, consent to which by the Initial Member may be given or withheld in the sole and absolute discretion of the Initial Member.

12.05 Officers.

(a) The Manager may appoint officers of the Company at any time. The officers of the Company, if deemed necessary by the Manager may include a president, one or more vice presidents, secretary and one or more assistant secretaries, and chief financial officer (and one or more assistant treasurers). Any individual may hold any number of offices. The officers shall exercise such powers and perform such duties as specified in this Agreement and as shall be determined from time to time by the Manager.

(b) Subject to the rights, if any, of an officer under a contract of employment, any officer may be removed, either with or without cause, by the Manager at any time. Any officer may resign at any time by giving written notice to the Company. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice; and, unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the Company under any contract to which the officer is a party. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in this Agreement for regular appointments to that office.

(c) The president shall be the chief executive officer of the Company, and shall, subject to the control of the Manager, have general and active management of the business of the Company and shall see that all orders and resolutions of the Manager are carried into effect. The president shall have the general powers and duties of management usually vested in the office of president of a corporation, and shall have such other powers and duties as may be prescribed by a Manager or this Agreement. The president shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the Company, except where required or permitted by law to be otherwise signed and executed, and except where the signing and execution thereof shall be expressly delegated by the Manager to some other officer or agent of the Company.

(d) The vice-president, or if there shall be more than one, the vice-presidents in the order determined by the Manager, shall, in the absence or disability of the president, perform the duties and exercise the powers of the president and shall perform such other duties and have such other powers as the Manager may from time to time prescribe.

(e) The secretary shall attend all meetings of the Members, and shall record all the proceedings of the meeting in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The secretary shall give or cause to be given, notice of all meetings of the Members and shall perform such other duties as may be prescribed by the Manager. The secretary shall have custody of the seal, if any, of the Company and the Secretary shall have authority to affix the same to any instrument requiring it, and when so affixed, it may he attested by his or her signature. The secretary shall keep, or cause to be kept at the principal executive office or at the office of the Company’s transfer agent or registrar, as determined by the Manager, all documents described in Section 11.01 and such other documents as may be required under the Act. The secretary shall perform such other duties and have such other authority as may be prescribed elsewhere in this Agreement or from time to time by the Manager. The secretary shall have the general duties, powers and responsibilities of a secretary of a corporation.

(f) The chief financial officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the Company, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, Capital Accounts and Company Interests. The chief financial

officer shall have the custody of the funds and securities of the Company, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company, and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Manager. The chief financial officer shall disburse the funds of the Company as may be ordered by the Manager. The chief financial officer shall perform such other duties and shall have such other responsibility and authority as may be prescribed elsewhere in this Agreement from time to time by the Manager. The chief financial officer shall have the general duties, powers and responsibilities of a chief financial officer of a corporation, and shall be the chief financial and accounting officer of the Company.

ARTICLE XIII

RIGHTS, POWERS AND VOTING RIGHTS OF THE MEMBERS

13.01 Request for Vote. In the event there is more than one Member, any Member holding in the aggregate a Company Interest which equals or exceeds five percent (5%) may call a meeting of the Members for a vote, or may call for a vote without a meeting. In either event, such Member shall establish a date for the meeting on which votes shall be counted and shall mail by first class mail a notice to all Members of the time and place of the Company meeting, if called, and the general nature of the business to be transacted, or if no such meeting has been called, of the matter or matters to be voted and the date which the votes will be counted.

13.02 Procedures. In the event there is more than one Member, each Member shall be entitled to cast one vote for each full Unit held of record by such Member: (i) at a meeting, in person, by written proxy or by a signed writing directing the manner in which he desires that his vote be cast, which writing must be received by the Company prior to such meeting, or (ii) without a meeting, by a signed writing directing the manner in which he desires that his vote be cast, which writing must be received by the Company prior to the date on which the votes of Members are to be counted. Only the votes of Members of record on the notice date, whether at a meeting or otherwise, shall be counted.

13.03 Action By Consent. Notwithstanding anything to the contrary contained in this Article XIII, any action or approval required or permitted by this Agreement to be taken or given by the Initial Member or at any meeting of Members (whether by vote or consent), may be taken or given without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken or approval so given, shall be signed by the Initial Member, or if there is more than one Member, by Members owning Company Interests having not less than the minimum number of votes that would be necessary to authorize or take such action or give such approval at a meeting at which all Members entitled to vote thereon were present and voted. Prompt notice of the taking of any action or the giving of any approval without a meeting by less than unanimous written consent shall be given to those Members who have not consented in writing.

ARTICLE XIV

DISSOLUTION OF THE COMPANY

14.01 Termination of Membership. No Member shall resign from the Company, or take any voluntary action to commence bankruptcy proceedings or dissolve itself. The bankruptcy of a Member shall not be considered a withdrawal by such Member from the Company and such Member shall continue to be a Member of the Company. If any Member ceases to be a Member for any reason, the business of the Company shall be continued by the remaining Members, provided, however, if there are no remaining Members, the successor in interest to the last remaining Member may elect to continue the business.

14.02 Events of Dissolution or Liquidation. The Company shall be dissolved upon the happening of any of the following events:

(a) The failure of the successor-in-interest to the last remaining Member to continue the Company in accordance with the provisions of Section 14.01 hereof after the termination of such Member's membership;

(b) The sale, exchange, or other disposition or transfer of all or substantially all of the assets of the Company;

(c) Upon the unanimous consent of the Members; or

(d) Subject to any provision of this Agreement that limits or prevents dissolution, the happening of any event that, under the Act caused the dissolution of a limited liability company.

14.03 Liquidation. Upon dissolution of the Company for any reason, the Company shall immediately commence to windup its affairs. A reasonable period of time shall be allowed for the orderly termination of the Company business, discharge of its liabilities and distribution or liquidation of the remaining assets so as to enable the Company to minimize the normal losses attendant to the liquidation process. A full accounting of the assets and liabilities of the Company shall be taken and a statement thereof shall be furnished to each Member within thirty (30) days after the dissolution. Such accounting and statements shall be prepared under the direction of the Member or, by a liquidating trustee selected by unanimous consent of the Members. The Company property and assets and/or the proceeds from the liquidation thereof shall be applied in the following order of priority:

(a) First, payment of the debts and liabilities of the Company, in the order of priority provided by law (including any loans by the Members to the Company) and payment of the expenses of liquidation;

(b) Second, setting up of such reserves as the Manager or liquidating trustee may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company or any obligation or liability not then due and payable; provided, however, that any such reserve shall be paid over by the Manager or liquidating trustee to an escrow agent, to be held by such escrow agent for the purpose of disbursing such reserves in payment of such

liabilities, and, at the expiration of such escrow period as the Manager or liquidating trustee shall deem advisable but not to exceed one calendar year, to distribute the balance thereafter remaining in the manner hereinafter provided; and

(c) Third, to the Members in accordance with the provisions of Section 7.01.

14.04 Certificate of Cancellation. As soon as possible (but in no event later than 90 days) following the completion of the winding up of the Company, the Manager (or any other appropriate representative of the Company) shall execute a certificate of cancellation in the form prescribed by the Act and shall file the same with the office of the Secretary of State of the State of Indiana.

ARTICLE XV

MISCELLANEOUS

15.01 Severability. If any term or provision of this Agreement is held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of the remainder of this Agreement.

15.02 General. This Agreement: (i) shall be binding on the executors, administrators, estates, heirs and legal successors of the Members and Manager; (ii) be governed by and construed in accordance with the laws of the State of Indiana (without regard to principles of conflict of laws); (iii) may be executed in more than one counterpart as of the day and year first above written; and (iv) contains the entire limited liability company agreement with respect to the Company. The waiver of any of the provisions, terms or conditions contained in this Agreement shall not be considered as a waiver of any of the other provisions, terms or conditions hereof.

15.03 Notices. Etc. All notices and other communications required or permitted hereunder shall be in writing and shall be deemed effectively given upon personal delivery, confirmation of telex or telecopy, or upon the fifth day following mailing by registered mail, postage prepaid, addressed (a) if to any Member at such addresses as set forth on the records of the Company, or at such other address as any Member shall have furnished to the Company in writing, (b) if to the Company or the Manager, at 20400 Stevens Creek Blvd., Suite 600, Cupertino, California 95014.

15.04 Amendment. This Agreement may only be modified or amended if approved by all of the Members.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned has adopted this Operating Agreement as of the day and year first set forth above.

MEMBER:

NATIONAL SPECIALTY CLINICS, INC.
a Delaware corporation

By: /s/ Kevin Hogge
Kevin Hogge
Chief Financial Officer

ACKNOWLEDGED AND AGREED:

MANAGER:

CRC HEALTH MANAGEMENT, INC.,
a Delaware corporation

By: /s/ Kevin Hogge
Kevin Hogge
Chief Financial Officer

EXHIBIT A

MEMBERS

Member	Member's Company Interest	Number of Units	Certificate Number
National Specialty Clinics, Inc.	100%	100	1

DEAN HELLER
Secretary of State
101 North Carson Street, Suite 3
Carson City, Nevada 89701-4786
(775) 684 5708

Articles of Incorporation
(PURSUANT TO NRS 78)

Office Use Only
FILED # C36994-00
FEB 10 2000 $125
IN THE OFFICE OF DEAN HELLER SECRETARY OF STATE

Important: Read attached instructions before completing form.

1. **Name of Corporation:** Jayco Administration, Inc.

2. **Resident Agent Name and Street Address:** (must be a Nevada address where process may be served)
Joyce L. Ray, Ph.D.
Name
3418 Costa Verde — Las Vegas — NEVADA 89146
Street Address — City — Zip Code

3. **Shares:** (No. of shares corporation authorized to issue)
Number of shares with par value: 2500. Par value: 10.- Number of shares without par value: —

4. **Governing Board:** (Check one)
Shall be styled as 2 Directors or — Trustees

Names, Addresses, Number of Board of Directors/Trustees:
The First Board of Directors/Trustees shall consist of 2 members whose names and addresses are as follows:

Joyce L. Ray, Ph.D.	Ruth Kane
Name	Name
3418 Costa Verde Las Vegas 89146	P.O. Box 8175 Anaheim CA 928
Address — City, State, Zip	Address — City, State, Z

5. **Purpose:** (Optional–See instructions)
The purpose of this Corporation shall be:
Medical Administration

6. **Other Matters:** (See instructions)
Number of additional pages attached: —

7. **Names, Addresses and Signatures of Incorporators:** (Signatures must be notarized) Attach additional pages if there are more than 2 incorporators.

Joyce L. Ray, Ph.D.	Ruth Kane
Name	Name
3418 Costa Verde Las Vegas NV	P.O. Box 8175 Ana CA 928
Address — City, State, Zip 89146	Address — City, State, Z
Joyce L. Ray, Ph.D.	Ruth Kane
Signature	Signature

Notary:

This instrument was acknowledged before me on _____ by _____ (Name of person) As incorporator of _____ (Name of party on behalf of whom instrument executed)

Notary Public Signature

(affix notary stamp or seal)

This instrument was acknowledged before me on _____ by _____ (Name of person) As incorporator of _____ (Name of party on behalf of whom instrument executed)

Notary Public Signature

(affix notary stamp or seal)

RECEIVED
FEB 10 2000
SECRETARY OF STATE

8. **Certificate of Acceptance of Appointment of Resident Agent:**
I, Joyce L. Ray, Ph.D. hereby accept appointment as Resident Agent for the above named corporation.

Joyce L. Ray, Ph.D. — 2-10-2000
Signature of Resident Agent — Date

This form must be accompanied by appropriate fees. See attached fee schedule.

Nevada Secretary of State Form CORPART1999.01

Exhibit 3.125

BYLAWS

OF

JAYCO ADMINISTRATION, INC.

1. OFFICES

1.01 Registered Office. The registered office of the corporation shall be located at 3418 Costa Verde, Las Vegas, County of Clark, State of Nevada 89146.

1.02 Other Offices. In addition to the registered office, other offices may also be maintained by such other place or places, either within or without the State of Nevada, as may be designated from time to time by the board of directors, where any and all business of the corporation may be transacted, and where meetings of the shareholders and of the directors may be held with the same effect as though done or held at said registered office.

2. MEETING OF SHAREHOLDERS

2.01 Annual Meetings. The annual meeting of the shareholders, commencing with the year 2001, shall be held at the registered office of the corporation, or at such other place as may be specified or fixed in the notice of such meetings in the month of or the month preceding the due date of the annual list of the officers and directors of the corporation at such time as the shareholders shall decide, for the election of directors and for the transaction of such other business as may properly come before said meeting.

2.02 Notice of Annual Meetings. Unless notice is waived by the shareholders, the secretary shall mail, in the manner provided in Section 2.05 of these bylaws, or deliver a written or printed notice of each annual meeting to each shareholder of record, entitled to vote thereat, or may notify by telegram, at least ten and not more than sixty days before the date of such meeting.

2.03 Place of Meeting. The board of directors may designate any place either within or without the State of Nevada as the place of meeting for any annual meeting or for any special meeting called by the board of directors. A waiver of notice signed by all shareholders may designate any place either within or without the State of Nevada, as the place for the holding of such meeting. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the registered office of the corporation in the State of Nevada, except as otherwise called, the place of meeting shall be the registered office of the corporation in the State of Nevada, except as otherwise provided in Section 2.06 of these bylaws, entitled “Meeting Without Notice.”

2.04 Special Meetings. Special meetings of the shareholders shall be held at the registered office of the corporation or at such other place as shall be specified or fixed in a notice thereof. Such meetings of the shareholders may be called at any time by the president or secretary, or by a majority of the board of directors then in office, and shall be called by the president with or without board approval on the written request of the holders of record of at least fifty percent (50%) of the number of shares of the corporation then outstanding and entitled to vote, which written request shall state the object of such meeting.

2.05 Notice of Meetings. Unless waived by the shareholders, written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten nor more than sixty days before the date of the meeting, either personally or by mail, by or at the direction of the president or the secretary to each shareholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the shareholder at his address as it appears on the records of the corporation, with postage prepaid. Notwithstanding the above, if either notice of two consecutive annual meetings and notices of all meetings and actions taken by shareholder consent in the interim or two payments of dividends or interest on securities sent by first class mail during a twelve month period are returned as undeliverable, the giving of further notices is not required. In that event, any action taken without notice to the shareholder shall be deemed to have been taken with notice to the shareholder.

Any shareholder may at any time, by a duly signed statement in writing to that effect, waive any statutory or other notice of any meeting, whether such statement be signed before or after such meeting.

2.06 Meeting Without Notice. If all the shareholders shall meet at any time and place, either within or without the State of Nevada, and consent to the holding of the meeting at such time and place, such meeting shall be valid without call or notice and at such meeting any corporate action may be taken.

2.07 Quorum and Shareholder Acts. At all shareholders' meetings, the presence in person or by proxy of the holders of a majority of the outstanding stock entitled to vote shall be necessary to constitute a quorum for the transaction of business, but a lesser number may adjourn to some future time not less than seven nor more than twenty-one (21) days later, and the secretary shall thereupon give at least three days notice by mail to each share-holder entitled to vote who is absent from such meeting. Except where a higher percentage is expressly required by the bylaws or by law, an act of the holders of the majority of voting shares that are present at a meeting is an act of the shareholders.

2.08 Mode of Voting. At all meetings of the share-holders the voting may be voice vote, but any qualified voter may demand a stock vote whereupon such stock vote shall be taken by ballot, each of which shall state the name of the shareholder voting and the number of shares voted by him and, if such ballot be cast by proxy, it shall also state the name of such proxy; provided, however, that the mode of voting prescribed by statute for any particular case shall be in such case followed.

2.09 Proxies. At any meeting of the shareholders, any shareholder may be represented and vote by a proxy or proxies appointed by an instrument in writing. Execution may be accomplished by the signing of the writing by the shareholder or other persons authorized to sign on his behalf, or by causing the signature of the shareholder to be made by any reasonable means including, but not limited to, a facsimile signature. In the event any such instrument in writing shall designate two or more persons to act as proxies, a majority of such persons present at the meeting, or, if only one shall be present, then that one shall have and may exercise all of the powers conferred by such written instrument upon all of the persons so designated unless the instrument shall otherwise provide. Additionally, a shareholder may designate a proxy by transmission of a telegram or cablegram that sets forth sufficient information to determine that the transmission was authorized by the shareholder. No such proxy shall be valid after the expiration of six months from the date of its execution, unless coupled with an interest, or unless the person executing it specified therein the length of time for which it is to continue in force, which in no case shall exceed seven years from the date of its execution. Subject to the above, any proxy duly executed is not revoked and continues in full force and effect until an instrument revoking it or a duly executed proxy bearing a later date is filed with the secretary of the corporation. At no time shall any proxy be valid which shall be filed less than ten hours before the commencement of the meeting.

2.10 Voting Lists. The officer or agent in charge of the transfer books for shares of the corporation shall make, at least three days before each meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order with the number of shares held by each, which list for a period of two days prior to such meeting shall be kept on file at the registered office of the corporation and shall be subject to inspection by any shareholder at any time during the whole time of the meeting. The original share ledger or transfer book, or duplicate thereof, kept in this state, shall be prima facie evidence as to who are the shareholders entitled to examine such list or share ledger or transfer book or to vote at any meeting of shareholders.

2.11 Closing Transfer Books or Fixing of Record Date. For the purpose of determining shareholders entitled to notice or to vote for any meeting of shareholders, the board of directors of the corporation may provide that the stock transfer books be closed for a stated period but not to exceed in any case sixty (60) days before such determination. If the stock transfer books be closed for the purpose of determining shareholders entitled to notice of a meeting of shareholders, such books shall be closed for at least fifteen days immediately preceding such meeting. In lieu of

closing the stock transfer books, the board of directors may fix, in advance, a date in any case to be not more than sixty (60) days, nor less than ten (10) days prior to the date on which the particular action, requiring such determination of shareholders, is to be taken. If the stock transfer books are not closed and no record date is fixed for determination of shareholders entitled to notice of a meeting of shareholders, or shareholders entitled to receive payment of a dividend, the date of which notice of the meeting is mailed or the date on which the resolution of the board of directors declaring such dividend is adopted, as the case may be, shall be the record date for such determinations of shareholders.

2.12 Voting of Shares. Subject to the provisions of Section 2.14, each outstanding share entitled to vote shall be entitled to one vote upon each matter submitted to vote at a meeting of shareholders.

2.13 Voting of Shares by Certain Holders. Shares standing in the name of another corporation, domestic or foreign, may be voted by such officer, agent or proxy as the bylaws of such corporation may prescribe, or, in the absence of such provisions, as the board of directors of such corporation may determine.

Shares standing in the name of a deceased person may be voted by his administrator or executor, either in person or by proxy. Shares standing in the name of a guardian, conservator or trustee may be voted by such fiduciary either in person or by proxy, but no guardian, conservator, or trustee shall be entitled, as such fiduciary, to vote shares held by him without a transfer of such shares into his name.

Shares standing in the name of a receiver may be voted by such receiver, and shares held by or under the control of a receiver may be voted by such receiver without the transfer thereof into his name if authority so to do be contained in an appropriate order of the court at which such receiver was appointed.

A shareholder whose shares are pledged shall be entitled to vote such shares until shares have been transferred into the name of the pledgee, and thereafter the pledgee shall be entitled to vote the shares so transferred.

Shares of its own stock belonging to this corporation shall not be voted, directly or indirectly, at any meeting and shall not be counted in determining the total number of outstanding shares at any time, but shares of its own stock held by it in a fiduciary capacity may be voted and shall be counted in determining the total number of outstanding shares at any given time.

2.14 Election of Directors. Directors shall be elected by a majority vote. At each election of directors, every shareholder entitled to vote at such election shall have the right to vote, in person or by proxy, the number of shares owned by him for as many persons as there are directors to be elected and for whose election he has a right to vote. A shareholder does not have a right to cumulate his vote for any one

director. A shareholder may only cast a vote for each director to be elected which does not exceed the number of shares owned by that shareholder. Directors of this corporation shall not be elected otherwise.

2.15 Informal Action by Shareholders. Any action required to be taken at a meeting of the shareholders or any other action which may be taken at a meeting of the shareholders may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by a majority of the shareholders entitled to vote with respect to the subject matter thereof.

2.16 Attendance by Conference Call. Shareholders may participate in a meeting of shareholders by means of a telephone conference or similar method of communication by which all persons participating in the meeting can hear each other. Attendance by this method shall constitute presence in person at the meeting.

3. DIRECTORS

3.01 General Powers. The board of directors shall have the control and general management of the affairs and business of the corporation. Such directors shall in all cases act as a board, regularly convened, by a majority, and they may adopt such rules and regulations for the conduct of their meetings and the management of the corporation, as they may deem proper, not inconsistent with these bylaws, the Articles of Incorporation and the laws of the State of Nevada. The board of directors shall further have the right to delegate certain other powers to the Executive Committee as provided in these bylaws.

3.02 Number of Directors. The affairs and business of this corporation shall be managed by a board of directors consisting of at least one member who must be at least eighteen (18) years old.

3.03 Election. The directors of the corporation shall be elected at the annual meeting of the shareholders, except as hereinafter otherwise provided for the filling of vacancies. Each director shall hold office for a term of one year and until his successor shall have been duly chosen and shall have qualified, or until his death, or until he shall resign or shall have been removed in the manner hereinafter provided.

3.04 Vacancies in the Board. Any vacancy in the board of directors occurring during the year through death, resignation, removal or other cause, including vacancies caused by an increase in the number of directors, shall be filled for the unexpired portion of the director’s term by the remaining directors. A majority of the remaining directors shall constitute a quorum, at any special meeting of the board called for the purpose of filling a vacancy on the board, or at any regular meeting thereof.

3.05 Directors Meetings. The annual meeting of the board of directors shall be held each year immediately following the annual meeting of the shareholders. Other regular meetings of the board of directors shall from time to time by resolution be prescribed. No further notice of such annual or regular meeting of the board of directors need by given.

3.06 Special Meetings. Special meetings of the board of directors may be called by or at the request of the president or any director. The person or persons authorized to call special meetings of the board of directors may fix any place, either within or without the State of Nevada, as the place for holding any special meeting of the board of directors called by them.

3.07 Notice. Notice of any special meeting shall be given at least twenty-four hours previous thereto by written notice if personally delivered, or five days previous thereto if mailed to each director at his business address, or by telegram. If mailed, such notice shall be deemed to have been delivered when deposited in the United States mail so addressed, with postage thereon prepaid. If notice is given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any director may waive notice of any meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

3.08 Chairman. At all meetings of the board of directors, the president shall serve as chairman, or in the absence of the president, the directors present shall choose by majority vote a director to preside as chairman.

3.09 Quorum and Manner of Acting. A majority of the directors shall constitute a quorum for the transaction of business at any meeting and the act of a majority of the directors present at any meeting at which a quorum is present shall be the act of the board of directors. In the absence of a quorum, the majority of the directors present may adjourn any meeting from time to time until a quorum be had. Notice of any adjourned meeting need not be given. The directors shall act only as a board and the individual directors shall have no power as such. Directors may participate in the meeting by telephone conference or similar methods of communication by which all persons participating in the meeting can hear each other. Such participation shall constitute presence in person at the meeting.

3.10 Removal of Directors. Any one or more of the directors may be removed either with or without cause at any time by the vote or written consent of the shareholders representing two-thirds of the issued and outstanding capital stock entitled to voting power. However, if cumulative voting is provided under Section 2.14, a particular director may not be removed if any shareholder who has the ability to elect the director does not consent to his removal.

3.11 Voting. At all meetings of the board of directors, each director is to have one vote, irrespective of the number of shares of stock that he may hold.

3.12 Compensation. By resolution of the board of directors, the directors may be paid their expenses, if any of attendance at each meeting of the board, and may be paid a fixed sum for attendance at meetings or a stated salary of directors. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

3.13 Presumption of Assent. A director of the corporation who is present at a meeting of the board of directors at which action on any corporate matter is taken, shall be conclusively presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by certified or registered mail to the secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

4. EXECUTIVE COMMITTEE

4.01 Number and Election. The board of directors may, in its discretion, appoint from its membership one or more Executive Committee(s). Each committee shall include at least one director and may include natural persons who are not directors. Each committee member shall serve at the pleasure of the board of directors.

4.02 Authority. An Executive Committee is authorized to take any action which the board of directors could take, except that an Executive Committee shall not have the power either to issue or authorize the issuance of shares of capital stock, to amend the bylaws, or to take any action specifically prohibited by the bylaws, or a resolution of the board of directors. Any authorized action taken by an Executive Committee shall be as effective as if it had been taken by the full board of directors.

4.03 Regular Meetings. Regular meetings of an Executive Committee may be held within or without the State of Nevada at such time and place as the Executive Committee may provide from time to time.

4.04 Special Meetings. Special meetings of an Executive Committee may be called by or at the request of the president or any member of the Executive Committee.

4.05 Notice. Notice of any special meeting shall be given at least one day previous thereto by written notice, telephone, telegram or in person. Neither the business to be transacted, nor the purpose of a regular or special meeting of an Executive Committee need be specified in the notice or waiver of notice of such

meeting. A member may waive notice of any meeting of an Executive Committee. The attendance of a member at any meeting shall constitute a waiver of notice of such meeting, except where a member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

4.06 Quorum. A majority of the members of an Executive Committee shall constitute a quorum for the transaction of business at any meeting of the Executive Committee; provided that if fewer than a majority of the members are present at said meeting a majority of the members present may adjourn the meeting from time to time without further notice.

4.07 Manner of Acting. The act of the majority of the members present at a meeting at which a quorum is present shall be the act of an Executive Committee, and said Committee shall keep regular minutes of its proceedings which shall at all times be open for inspection by the board of directors. Members of an Executive Committee may participate in a meeting by telephone conference or similar methods of communication by which all persons participating in the meeting can hear each other. Such participation shall constitute presence in person at the meeting.

4.08 Presumption of Assent. A member of an Executive Committee who is present at a meeting of the Executive Committee at which action on any corporate matter is taken, shall be conclusively presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as secretary of the meeting before the adjournment thereof, or shall forward such dissent by certified or registered mail to the secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a member of an Executive Committee who voted in favor of such action.

5. OFFICERS

5.01 Number. The officers of the corporation shall be a president, a treasurer and a secretary and such other or subordinate officers as the board of directors may from time to time elect. One person may hold the office and perform the duties of one or more of said officers. No officer need be a member of the board of directors.

5.02 Election, Term of Office, Qualifications. The officers of the corporation shall be chosen by the board of directors and they shall be elected annually at the meeting of the board of directors held immediately after each annual meeting of the shareholders except as hereinafter otherwise provided for filling vacancies. Each officer shall hold his office until his successor has been duly chosen and has qualified, or until his death, or until he resigns or has removed in the manner hereinafter provided.

5.03 Removal. Any officer or agent elected or appointed by the board of directors may be removed by the board of directors at any time whenever in its judgment the best interests of the corporation would be served thereby, and such removal shall be without prejudice to the contract rights, if any, of the person so removed.

5.04 Vacancies. All vacancies in any office shall be filed by the board of directors without undue delay, at any regular meeting, or at a meeting specially called for that purpose.

5.05 President. The president shall be the chief executive officer of the corporation and shall have general supervision over the business of the corporation and over its several officers, subject, however, to the control of the board of directors. He may sign, with the treasurer or with the secretary or any other proper officer of the corporation authorized by the board of directors, certificates for shares of the capital stock of the corporation; may sign and execute in the name of the corporation deeds, mortgages, bonds, contracts or other instruments authorized by the board of directors, except in cases where the signing and execution thereof shall be expressly delegated by the board of directors or by these bylaws to some other officer or agent of the corporation; and in general shall perform all duties incident to the duties of the president, and such other duties as from time to time may be assigned to him by the board of directors.

5.06 Vice President. If the board elects a vice president, such vice president shall in the absence or incapacity of the president, or as ordered by the board of directors, perform the duties of the president, or such other duties or functions as may be given to him by the board of directors from time to time.

5.07 Treasurer. The treasurer shall have the care and custody of all the funds and securities of the corporation and deposit the same in the name of the corporation in such bank or trust company as the board of directors may designate; he may sign or countersign all checks, drafts and orders for the payment of money and may pay out and dispose of same under the direction of the board of directors, and may sign or countersign all notes or other obligations of indebtedness of the corporation; he may sign with the president or vice president, certificates for shares of stock of the corporation; he shall at all reasonable times exhibit the books and accounts to any director or shareholder of the corporation under application at the office of the company during business hours; and he shall, in general, perform all duties as from time to time may be assigned to him by the president or by the board of directors. The board of directors may at its discretion require that each officer authorized to disburse the funds of the corporation be bonded in such amount as it may deem adequate.

5.08 Secretary. The secretary shall keep the minutes of the meetings of the board of directors and also the minutes of the meetings of the shareholders; he shall attend to the giving and serving of all notices of the corporation and shall affix the

seal of the corporation to all certificates of stock, when signed and countersigned by the duly authorized officers; he may sign certificates for shares of stock of the corporation; he may sign or countersign all checks, drafts and orders for payment of money; he shall have charge of the certificate book and such other books and papers as the board may direct; he shall keep a stock book containing the names, alphabetically arranged, of all persons who are shareholders of the corporation, showing their places of residence, the number of shares of stock held by them respectively, the time when they respectively became the owners thereof, and the amount paid thereof, and he shall, in general, perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him by the president or by the board of directors.

5.09 Other Officers. The board of directors may authorize and empower other persons or other officers appointed by it to perform the duties and functions of the officers specifically designated above by special resolution in each case.

5.10 Assistant Treasurers and Assistant Secretaries. The assistant treasurers shall respectively, as may be required by the board of directors, give bonds for the faithful discharge of their duties, in such sums and with such sureties as the board of directors shall determine. The assistant secretaries as thereunto authorized by the board of directors may sign with the president or vice president certificates for shares of the capital stock of the corporation, the issue of which shall have been authorized by resolution of the board of directors. The assistant treasurer and assistant secretaries shall, in general, perform such duties as may be assigned to them by the treasurer or the secretary respectively, or by the president or by the board of directors.

6. INDEMNIFICATION OF OFFICERS AND DIRECTORS

Except as hereinabove stated otherwise, the corporation shall indemnify all of its officers and directors, past, present and future, against any and all expenses incurred by them, and each of them including but not limited to legal fees, judgments and penalties which may be incurred, rendered or levied in any legal action brought against any or all of them for or on account of any act or omission alleged to have been committed while acting within the scope of their duties as officers of directors of this corporation.

7. CONTRACTS, LOANS CHECKS AND DEPOSITS

7.01 Contracts. The board of directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

7.02 Loans. No loans shall be contracted on behalf of the corporation and no evidence of indebtedness shall be issued in its name unless authorized by the board of directors or approved by a loan committee appointed by the board of directors and charged with the duty of supervising investments. Such authority may be general or confined to specific instances.

7.03 Checks, Drafts, Etc. All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolutions of the board of directors.

7.04 Deposits. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the board of directors may select.

8. CAPITAL STOCK

8.01 Certificates for Shares. Certificates for shares of stock of the corporation shall be in such form as shall be approved by the incorporators or by the board of directors. The certificates shall be numbered in the order of their issue, shall be signed by the president or the vice president and by the secretary or the treasurer, or by such other person or officer as may be designated by the board of directors; and the seal of the corporation shall be affixed thereto, which said signatures of the said duly designated officers and of the seal of the corporation. Every certificate authenticated by a facsimile of such signatures and seal must be countersigned by a transfer agent to be appointed by the board of directors, before issuance.

8.02 Transfer of Stock. Shares of the stock of the corporation may be transferred by the delivery of the certificate accompanied either by an assignment in writing on the back of the certificate or by written power of attorney to sell, assign, and transfer the same on the books of the corporation, signed by the person appearing by the certificate to be the owner of the shares represented thereby, together with all necessary documents. Such transfer shall be made on the books of the corporation upon surrender thereof so signed or endorsed. The person registered on the books of the corporation as the owner of any shares of stock shall be entitled to all the rights of ownership with respect to such shares.

8.03 Regulations. The board of directors may make such rules and regulations as it may deem expedient not inconsistent with the bylaws or with the articles of incorporation, concerning the issue, transfer and registration of certificates for shares of stock of the corporation. It may appoint a transfer agent or a registrar of transfers, or both, and it may require all certificates to bear the signature of either or both.

8.04 Lost Certificates. The board of directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost or destroyed, upon the making of an affidavit of the fact by the person claiming the certificate of stock to be lost or destroyed. When authorized such issue of a new certificate or certificates, the board of directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as it shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost or destroyed.

9. DIVIDENDS

9.01 Identity of Shareholders. The corporation shall be entitled to treat the holder of any share or shares of stock as the holder in fact thereof, and accordingly, shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any other person, whether or not it shall have express or other notice thereof, except as expressly provided by the laws of Nevada.

9.02 Payment of dividends. Dividends on the capital stock of the corporation, subject to the provisions of the Articles of Incorporation, if any, may be declared by the board of directors at any regular or special meeting, pursuant to law.

9.03 Corporate Records. The board of directors may close the transfer books in its discretion for a period not exceeding fifteen (15) days preceding the date fixed for holding any meeting, annual or special of the shareholders, or the day appointed for the payment of a dividend.

9.04 Reserves. Before payment of any dividend or making any distribution of profits, there may be set aside out of funds of the corporation available for dividends, such sum or sums as the directors may from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for any such other purpose as the directors shall think conducive to the interest of the corporation, and the directors may modify or abolish any such reserve in the manner in which it was created.

10. SEAL

The board of directors shall provide a corporate seal which shall be in the form of a circle and shall bear the full name of the corporation, the year of its incorporation and the words “Corporate Seal, State of Nevada”.

11. WAIVER OF NOTICE

Whenever any notice whatever is required to be given under the provisions of these bylaws, or under the laws of the State of Nevada, or under the provisions of the articles of incorporation, a waiver in writing signed by the person or person entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

12. DOCUMENT COPIES

Except as provided in Section 8.01 and where otherwise limited by law, any photocopy, facsimile copy, or other reliable reproduction of any writing may be substituted for the original writing or any original signature affixed thereto for any corporate purpose for which the original could be used, provided that the copy or reproduction is a complete reproduction of the entire original writing.

13. AMENDMENTS

These bylaws may be altered, amended or repealed and new bylaws may be adopted at any regular or special meeting of the shareholders by a vote of the shareholders owning a majority of the shares and entitled to vote thereat. These bylaws may also be altered, amended or repealed and new bylaws may be adopted at any regular or special meeting of the board of directors of the corporation (if notice of such alteration or repeal be contained in the notice of such special meeting) by a majority vote of the directors present at the meeting at which a quorum is present, but any such amendment shall not be inconsistent with or contrary to the provision of the amendment adopted by the share-holders. If cumulative voting is provided, no amendment may restrict the rights of any shareholder to elect or remove directors except by the unanimous vote of all shareholders.

The undersigned, being the president of JAYCO ADMINISTRATION, INC., a Nevada corporation, hereby acknowledges that the above and foregoing bylaws were duly adopted as the bylaws of said corporation on the 10th day of February, 2000.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 10th day of February, 2000.

/s/ Joyce Ray
JOYCE RAY, President

HISTORY OF BYLAWS
of
JAYCO ADMINISTRATION, INC.
a Nevada corporation

February 10, 2000	Adopted by Incorporator.
February 10, 2000	Approved by the Sole Director.
May 10, 2002	Sole Shareholder approved amendment to Section 3.02 of Article III to provide that the authorized number of directors be changed to three (3) and granted signing authority to Chief Executive Officer.

Exhibit 3.130

CERTIFICATE OF CONVERSION
OF
McCALLUM GROUP, INC.
(a Missouri corporation)
TO
McCALLUM GROUP, LLC
(a Missouri limited liability company)

September 3, 2014

Pursuant to the provisions of Section 351.409 of the General and Business Corporation Law of Missouri (the "Act"), McCallum Group, Inc., a Missouri corporation (the "Corporation"), hereby certifies as follows relating to the conversion of the McCallum Group, LLC, a Missouri limited liability company (the "LLC"):

1. The Corporation was formed as a Missouri corporation on March 17, 2003.

2. The Corporation elects to become a Missouri limited liability company.

3. The conversion of the Corporation into the LLC has been approved by the Corporation in the manner provided for by under 351.409(2) of the Act.

4. The Articles of Organization of the LLC attached hereto as Exhibit A shall be the articles of organization of the limited liability company formed pursuant to such election and the name as set forth in its Articles of Organization shall be McCallum Group, LLC.

5. Upon the effective date of the conversion, all of the shares held by the sole shareholder of the Corporation shall, by virtue of the conversion and without any action on the part of such shareholder, be converted into 100% of the membership interests of the LLC. At the conclusion of the conversion, the ownership of the LLC shall be identical to the ownership of the Corporation immediately prior to the conversion.

6. As a result of the conversion, at the Effective Time, all shares of the Corporation shall cease to be outstanding, shall be canceled and retired and shall cease to exist, and the Corporation's sole shareholder shall thereafter cease to have any rights with respect to such shares, except the right to retain 100% of the membership interests of the LLC.

7. The Corporation agrees that it may be served with process in the State of Missouri in any proceeding for enforcement of any obligation of the corporation arising while it was a corporation of this state, and that it irrevocable appoints the Secretary of State of Missouri as it agent to accept service of process in any such action, suit or proceeding, The address to which a copy of such process shall be mailed by the Secretary of State of Missouri is 6100 Tower Circle, Suite 1000, Franklin, Tennessee 37067.

8. The Conversion shall be effective as of September 3, 2014 (the "Effective Time").

[Signatures on the following page.]

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Conversion on the date first above written.

McCALLUM GROUP, INC.

By: /s/ Christopher L. Howard
Christopher L. Howard
Vice President and Secretary

Exhibit A

Articles of Organization

State of Missouri
Jason Kander, Secretary of State

Corporations Division
PO Box 778 / 600 W. Main St., Rm. 322
Jefferson City, MO 65102

Articles of Organization
(Submit with filing fee of $105.00)

1. The name of the limited liability company is:
McCallum Group, LLC
(Must include "Limited Liability Company," "Limited Company," "LC," "L.C.," "L.L.C.," or "LLC")

2. The purpose(s) for which the limited liability company is organized: healthcare related services

3. The name and address of the limited liability company's registered agent in Missouri is:
C T Corporation System | 120 South Central Avenue | Clayton, MO 63105
Name | *Street Address: May not use PO Box unless street address also provided* | *City/State/Zip*

4. The management of the limited liability company is vested in: ☐ managers ☒ members *(check one)*

5. The events, if any, on which the limited liability company is to dissolve or the number of years the limited liability company is to continue, which may be any number or perpetual: perpetual
(The answer to this question could cause possible tax consequences, you may wish to consult with your attorney or accountant)

6. The name(s) and street address(es) of each organizer *(PO box may only be used in addition to a physical street address)*:
(Organizer(s) are not required to be member(s), manager(s) or owner(s)
Christopher L. Howard, 6100 Tower Circle, Suite 1000, Franklin, TN 37067

7. ☐ Series LLC (OPTIONAL) Pursuant to Section 347.186, the limited liability company may establish a designated series in its operating agreement. The names of the series must include the full name of the limited liability company and are the following:

New Series:
☐ The limited liability company gives notice that the series has limited liability.

New Series:
☐ The limited liability company gives notice that the series has limited liability.

New Series:
☐ The limited liability company gives notice that the series has limited liability.

(Each separate series must also file an Attachment Form LLC 1A.)

Name and address to return filed document:

Name: _____

Address: _____

City, State, and Zip Code: _____

8. The effective date of this document is the date it is filed by the Secretary of State of Missouri unless a future date is otherwise indicated:

(Date may not be more than 90 days after the filing date in this office)

In Affirmation thereof, the facts stated above are true and correct:
(The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo) All organizers must sign:

/s/ Christopher L. Howard	Christopher L. Howard	9/3/14
Organizer Signature	*Printed Name*	*Date*
Organizer Signature	*Printed Name*	*Date*
Organizer Signature	*Printed Name*	*Date*

STATE OF MISSOURI

Jason Kander
Secretary of State

CERTIFICATE OF CONVERSION

WHEREAS, a Certificate of Conversion of the following entity:

MCCALLUM GROUP, INC. - 00519270
CONVERTING INTO:
McCallum Group, LLC - LC001421952

Organized and existing under the laws of Missouri have been received, found to conform to Law and filed.

NOW, THEREFORE, I, Missouri, Secretary of State of the State of Missouri, issue the Certificate of Conversion, certifying that the conversion of the aforenamed entity is effected, with

McCallum Group, LLC - LC001421952

As the newly formed entity, pursuant to Chapter 351.409 RSMO.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 3rd day of September, 2014.

JASON KANDER
Secretary of State

Exhibit 3.131

OPERATING AGREEMENT

OF

McCALLUM GROUP, LLC

This Operating Agreement (the "Agreement") of McCallum Group, LLC, a Missouri limited liability company (the "Company"), is entered into by and between Acadia Healthcare Company, Inc., a Delaware corporation (the "Member") and the persons admitted to the Company as members who shall be identified on Schedule A. as amended from time to time, effective as of September 3, 2014.

Section 1. Organization. Effective September 3, 2014, the Company was converted from a Missouri corporation to a single-member Missouri limited liability company by the filing of a Certificate of Conversion that effected the conversion in the office of the Secretary of State of Missouri (the "Certificate").

Section 2. Registered Office; Registered Agent. The registered office of the Company in the State of Missouri will be the initial registered office designated in the Articles of Organization (the "Articles") or such other office (which need not be a place of business of the Company) as the Member may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Missouri will be the initial registered agent designated in the Articles, or such other person as the Member may designate from time to time in the manner provided by law. The principal office of the Company will be at such location as the Member may designate from time to time, which need not be in the State of Missouri.

Section 3. Powers. The Company will have all powers permitted to be exercised by a limited liability company organized in the State of Missouri.

Section 4. Term. The Company commenced on the date the Articles were filed with the Secretary of State of Missouri, and will continue in existence until terminated pursuant to this Agreement.

Section 5. Fiscal Year. The fiscal year of the Company for financial statement and federal income tax purposes will end on December 31 unless otherwise determined by the Member. The Company is to be treated as a disregarded entity for federal tax purposes.

Section 6. Member. The Member owns 100% of the limited liability company interests in the Company.

Section 7. Address. The address of the Member is set forth below:

6100 Tower Circle, Suite 1000
Franklin, TN 37067

Section 8. New Members. No person may be admitted as a member of the Company without the approval of the Member.

Section 9. Liability to Third Parties. The Member will not have any personal liability for any obligations or liabilities of the Company, whether such liabilities arise in contract, tort or otherwise.

Section 10. Capital Contributions. On or before the date hereof, the Member has made a capital contribution in cash to the Company in the amount of $100.00. The Member will not be required to make any additional capital contributions to the Company except as may otherwise be agreed to by the Member.

Section 11. Participation in Profits and Losses. All profits and losses of the Company will be allocated to the Member.

Section 12. Distributions. Distributions will be made by the Company to the Member at such times as may be determined by the Member.

Section 13. Management. The power and authority to manage, direct and control the Company will be vested solely in the Member.

Section 14. Officers. The Member may, from time to time, designate one or more individuals to be officers of the Company, with such titles as the Member may assign to such individuals. The initial officers of the Company will be a President, a Secretary and two Vice Presidents as more specifically provided below. Officers so designated will have such authority and perform such duties as the Member may from time to time delegate to them. Any number of officer positions may be held by the same individual. Any officer may resign as such at any time by providing written notice to the Company. Any officer may be removed as such, either with or without cause, by the Member, in its sole discretion. Any vacancy occurring in any officer position of the Company may be filled by the Member. The officers of the Company, if and when designated by the Member, will have the authority, acting individually, to bind the Company.

Section 15. President. The President will, subject to the control of the Member, have general supervision, direction and control of the business and affairs of the Company. Subject to the control of the Member, the President will have the general powers and duties of management usually vested in the office of president and chief executive officer of corporations, and will have such other powers and duties as may be prescribed by the Member.

Section 16. Secretary. The Secretary will, subject to the control of the Member, prepare and keep the minutes of the proceedings of the Company in books provided for that purpose, see that all notices are duly given in accordance with the provisions of the Act, be custodian of the Company records, and will have the general powers and duties usually vested in the office of secretary of corporations, and will have such other powers and duties as may be prescribed by the Member.

Section 17. Vice Presidents. The Vice Presidents will, subject to the control of the Member, perform such duties as may be assigned to them by the President and will have the general powers and duties usually vested in the office of vice president of corporations, and will have such other powers and duties as may be prescribed by the Member. In the case of the death, disability or absence of the President, a Vice President shall perform and be vested with all the duties and powers of the President until the Member appoints a new President.

Section 18. Indemnification. The Company shall indemnify any individual who is or was a party or is or was threatened to be made a party to any action, suit, or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was an officer of the Company against expenses (including reasonable attorneys' fees and expenses), judgments, fines and amounts paid in settlement actually and reasonably incurred by such individual in connection with such action, suit or proceeding, to the extent permitted by applicable law. The right to indemnification conferred in this Section 18 includes the right of such individual to be paid by the Company the expenses incurred in defending any such action in advance of its final disposition (an "Advancement of Expenses"); provided, however, that the Company will only make an Advancement of Expenses upon delivery to the Company of an undertaking, by or on behalf of such Indemnitee, to repay all amounts so advanced if it is ultimately determined that such Indemnitee is not entitled to be indemnified under this Section 18 or otherwise.

Section 19. Dissolution. The Company will dissolve and its affairs will be wound up as may be determined by the Member, or upon the earlier occurrence of any other event causing dissolution of the Company under the Act. In such event, the Member will proceed diligently to wind up the affairs of the Company and make final distributions, and will cause the existence of the Company to be terminated.

Section 20. Amendment or Modification. This Agreement may be amended or modified from time to time only by a written instrument that is executed by the Member.

Section 21. Binding Effect. This Agreement will be binding on and inure to the benefit of the Member and its successors and assigns.

Section 22. Governing Law. This Agreement is governed by and will be construed in accordance with the law of the State of Missouri without regard to the conflicts of law principles thereof.

IN WITNESS THEREOF, the parties hereto have executed this Agreement effective as of the date set forth above.

MEMBER:

ACADIA HEALTHCARE COMPANY, INC.

By: /s/ Christopher L. Howard
Name: Christopher L. Howard
Its: Executive Vice President and Secretary

Schedule A

None.

Exhibit 3.132

File Number: 200316822766
Date Filed: 06/17/2003 03:19 PM
Matt Blunt
Secretary of State

ARTICLES OF ORGANIZATION
OF
MCCALLUM PROPERTIES, LLC
(Submit in duplicate with $105 filing fee)

The undersigned for the purpose of organizing a Missouri limited liability company adopts the following Articles of Organization pursuant to Mo. Rev. Stat. §347.039:

1. The name of the limited liability company is McCallum Properties, LLC.

2. The limited liability company is organized for the following purposes: the transaction of any or all lawful business for which a limited liability company may be organized under the Missouri Limited Liability Company Act or any successor law, as amended.

3. The name and address of the limited liability company's Registered Agent in Missouri is Mr. M. Mark McCallum at 100 South Brentwood, Clayton, Missouri 63105.

4. The management of the limited liability company is vested in the member(s).

5. The duration of the limited liability company is perpetual.

6. The name and address of the Organizer is Mr. Phillip R. Stanton at 10 South Broadway, Suite 2000, St. Louis, Missouri 63102.

In affirmation thereof, the facts stated above are true:

Phillip R. Stanton, Organizer

State of Missouri
Creation - LLC/LP 1 Page(s)
T0316820756

Exhibit 3.133

AMENDED AND RESTATED OPERATING AGREEMENT
OF
MCCALLUM PROPERTIES, LLC

This Amended and Restated Operating Agreement (the "Agreement") of McCallum Properties, LLC, a Missouri limited liability company (the "Company"), is entered into by and between Acadia Healthcare Company, Inc., a Delaware corporation (the "Member") and the persons admitted to the Company as members who shall be identified on Schedule A, as amended from time to time, effective as of September 3, 2014.

Section 1. Organization. On June 17, 2003, the Company was formed as a Missouri limited liability company by the filing of the Articles of Organization in the office of the Secretary of State of Missouri (the "Articles").

Section 2. Registered Office: Registered Agent. The registered office of the Company in the State of Missouri will be 120 South Central Avenue, Clayton, Missouri 63105, or such other office (which need not be a place of business of the Company) as the Member may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Missouri will be CT Corporation System, or such other person as the Member may designate from time to time in the manner provided by law. The principal office of the Company will be at such location as the Member may designate from time to time, which need not be in the State of Missouri.

Section 3. Powers. The Company will have all powers permitted to be exercised by a limited liability company organized in the State of Missouri.

Section 4. Term. The Company commenced on the date the Articles of Organization were filed with the Secretary of State of Missouri, and will continue in existence until terminated pursuant to this Agreement.

Section 5. Fiscal Year. The fiscal year of the Company for financial statement and federal income tax purposes will end on December 31 unless otherwise determined by the Member.

Section 6. Member. The Member owns 100% of the limited liability company interests in the Company.

Section 7. Address. The address of the Member is set forth below:

6100 Tower Circle, Suite 1000
Franklin, TN 37067

Section 8. New Members. No person may be admitted as a member of the Company without the approval of the Member.

Section 9. Liability to Third Parties. The Member will not have any personal liability for any obligations or liabilities of the Company, whether such liabilities arise in contract, tort or otherwise.

Section 10. Capital Contributions. On or before the date hereof, the Member has made a capital contribution in cash to the Company in the amount of $100.00. The Member will not be required to make any additional capital contributions to the Company except as may otherwise be agreed to by the Member.

Section 11. Participation in Profits and Losses. All profits and losses of the Company will be allocated to the Member.

Section 12. Distributions. Distributions will be made by the Company to the Member at such times as may be determined by the Member.

Section 13. Management. The power and authority to manage, direct and control the Company will be vested solely in the Member.

Section 14. Officers. The Member may, from time to time, designate one or more individuals to be officers of the Company, with such titles as the Member may assign to such individuals. The initial officers of the Company will be a President, a Secretary and two Vice Presidents as more specifically provided below. Officers so designated will have such authority and perform such duties as the Member may from time to time delegate to them. Any number of officer positions may be held by the same individual. Any officer may resign as such at any time by providing written notice to the Company. Any officer may be removed as such, either with or without cause, by the Member, in its sole discretion. Any vacancy occurring in any officer position of the Company may be filled by the Member. The officers of the Company, if and when designated by the Member, will have the authority, acting individually, to bind the Company.

Section 15. President. The President will, subject to the control of the Member, have general supervision, direction and control of the business and affairs of the Company. Subject to the control of the Member, the President will have the general powers and duties of management usually vested in the office of president and chief executive officer of corporations, and will have such other powers and duties as may be prescribed by the Member.

Section 16. Secretary. The Secretary will, subject to the control of the Member, prepare and keep the minutes of the proceedings of the Company in books provided for that purpose, see that all notices are duly given in accordance with the provisions of the Act, be custodian of the Company records, and will have the general powers and duties usually vested in the office of secretary of corporations, and will have such other powers and duties as may be prescribed by the Member.

Section 17. Vice Presidents. The Vice Presidents will, subject to the control of the Member, perform such duties as may be assigned to them by the President and will have the general powers and duties usually vested in the office of vice president of corporations, and will have such other powers and duties as may be prescribed by the Member. In the case of the death, disability or absence of the President, a Vice President shall perform and be vested with all the duties and powers of the President until the Member appoints a new President.

Section 18. Indemnification. The Company shall indemnify any individual who is or was a party or is or was threatened to be made a party to any action, suit, or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a manager, officer, employee or agent of the Company against expenses (including reasonable attorneys' fees and expenses), judgments, fines and amounts paid in settlement actually and reasonably incurred by such individual in connection with such action, suit or proceeding, to the extent permitted by applicable law. The right to indemnification conferred in this Section 18 includes the right of such individual to be paid by the Company the expenses incurred in defending any such action in advance of its final disposition (an "Advancement of Expenses"); provided, however, that the Company will only make an Advancement of Expenses upon delivery to the Company of an undertaking, by or on behalf of such Indemnitee, to repay all amounts so advanced if it is ultimately determined that such Indemnitee is not entitled to be indemnified under this Section 18 or otherwise.

Section 19. Dissolution. The Company will dissolve and its affairs will be wound up as may be determined by the Member, or upon the earlier occurrence of any other event causing dissolution of the Company under the Act. In such event, the Member will proceed diligently to wind up the affairs of the Company and make final distributions, and will cause the existence of the Company to be terminated.

Section 20. Amendment or Modification. This Agreement may be amended or modified from time to time only by a written instrument that is executed by the Member.

Section 21. Binding Effect. This Agreement will be binding on and inure to the benefit of the Member and its successors and assigns.

Section 22. Governing Law. This Agreement is governed by and will be construed in accordance with the law of the State of Missouri without regard to the conflicts of law principles thereof.

[Remainder of page left blank intentionally.]

IN WITNESS THEREOF, the undersigned hereto has executed this Agreement effective as of the date set forth above.

MEMBER:

ACADIA HEALTHCARE COMPANY, INC.

By: /s/ Christopher L. Howard
Christopher L. Howard
Executive Vice President and Secretary

Schedule A

None

STATE OF ARKANSAS

SECRETARY OF STATE

Mark Martin
ARKANSAS SECRETARY OF STATE

To All to Whom These Presents Shall Come, Greetings:

I, Mark Martin, Arkansas Secretary of State of Arkansas, do hereby certify that the following and hereto attached instrument of writing is a true and perfect copy of

Articles of Conversion

of

MILLCREEK SCHOOL OF ARKANSAS, INC.

converting to

MILLCREEK SCHOOL OF ARKANSAS, LLC

filed in this office December 31, 2014.

In Testimony Whereof, I have hereunto set my hand and affixed my official Seal. Done at my office in the City of Little Rock, this 31st day of December, 2014.

SEAL OF THE SECRETARY OF STATE ARKANSAS

Mark Martin

Arkansas Secretary of State

Arkansas Secretary of State

Mark Martin
State Capitol • Little Rock, Arkansas 72201-1094
501-682-3409 • www.sos.arkansas.gov
Business & Commercial Services, 250 Victory Building, 1401 W. Capitol, Little Rock

ARTICLES OF CONVERSION

ACT 408 OF 2009
(PLEASE TYPE OR PRINT CLEARLY IN INK)

The undersigned hereby state:

Millcreek School of Arkansas, Inc.
Name of the entity converting from

Corporation — Type of entity converting from
Arkansas — Jurisdiction

Is converting to: Millcreek School of Arkansas, LLC
Name of entity

Limited Liability Company — Type of entity converting to
Arkansas — Jurisdiction

- The conversion has been approved as required by Arkansas law; and
- That the conversion has been approved as required by the governing statute of the converted organization; and
- That the converted organization has filed a statement appointing an agent for service of process under § 4-20-112 if the converted organization is a nonfiling or nonqualified foreign entity; and
- That a copy of the plan of conversion is attached or a copy of the plan of conversion is on file at the office located at: 830 Crescent Centre Drive, Suite 610, Franklin, TN 37067;
- And that the effective date of conversion is December 31, 2014 at 10:59 p.m. CST.

I understand that knowingly signing a false document with the intent to file with the Arkansas Secretary of State is a Class C misdemeanor and is punishable by a fine up to $100.00 and/or imprisonment up to 30 days.

Executed this 23rd (Day) day of December (Month) 2014 (Year).

Signature of Authorizing Officer

Christopher L. Howard, Vice President and Secretary
Authorizing Officer and Title of Officer (Type or Print)

These Articles of Conversion must be filed in conjunction with an initial filing appropriate for the specific converted entity type

Filing Fee: Partnership $15.00, Limited Liability Company $25.00, Corporation $50.00

Art_Conv Rev 12/2009

Arkansas Secretary of State

Mark Martin
State Capitol • Little Rock, Arkansas 72201-1094
501-682-3409 • www.sos.arkansas.gov
Business & Commercial Services, 250 Victory Building, 1401 W. Capitol, Little Rock

Articles of Organization for Limited Liability Company

(PLEASE TYPE OR PRINT CLEARLY IN INK)

The undersigned authorized manager or member or person forming this Limited Liability Company under the Small Business Entity Tax Pass Through Act, Act 1003 of 1993, adopts the following Articles of Organization of such Limited Liability Company:

1. The Name of the Limited Liability Company is : Millcreek School of Arkansas, LLC

(Must contain the words "Limited Liability Company," "Limited Company," of the abbreviations Must contain the words "Limited Liability Company," "Limited Company," or the abbreviation "L.L.C.," "L.C.," "LLC," or "LC." The word "Limited" may be abbreviated as "Ltd.", and the "Company" may be abbreviated as "Co." Companies which perform Professional Service MUST additionally contain the words "Professional Limited Liability Company," "Professional Limited Company," or the abbreviations "P.L.L.C.," "P.L.C.," "PLLC," or "PLC" and may not contain the name of the person who is not a member except that of a deceased member. The word "Limited" may be abbreviated as "Ltd." and the word "Company" may be abbreviated as "Co.")

2. Address of principal place of business of the Limited Liability Company (Which may be, but not need be, the place of business) shall be: 830 Crescent Centre Drive, Suite 610, Franklin, TN 37067

3. The name and address of the registered agent of this company shall be: The Corporation Company (Name)

124 West Capitol Avenue, Suite 1900 Little Rock, AR 72201
(Physical Street Address) (City, State & Zip)

4. If the management of this company is vested in a manager or managers, a statement to that effect must be included in the space provided or by attachment: The Company will be member-managed.

I understand that knowingly signing a false document with the intent to file with the Arkansas Secretary of State is a Class C misdemeanor and is punishable by a fine up to $100.00 and/or imprisonment up to 30 days.

Executed this 23rd day of December, 2014.

(Signature of person(s) forming the company)	Christopher L. Howard (Typed or printed name)
(Signature of person(s) forming the company)	(Typed or printed name)
(Signature of person(s) forming the company)	(Typed or printed name)

Filing Fee $50.00 payable to Arkansas Secretary of State

LL-01 Rev. 10/08

Exhibit 3.135

OPERATING AGREEMENT

OF

MILLCREEK SCHOOL OF ARKANSAS, LLC

This Operating Agreement (the "Agreement") of Millcreek School of Arkansas, LLC, an Arkansas limited liability company (the "Company"), is entered into by and between Rehabilitation Centers, LLC, a Mississippi limited liability company (the "Member") and the persons admitted to the Company as members who shall be identified on Schedule A, as amended from time to time, effective as of December 31, 2014.

Section 1. Organization. Effective December 31, 2014, the Company was converted from an Arkansas corporation to a single-member Arkansas limited liability company by the filing of Articles of Conversion that effected the conversion in the office of the Secretary of State of Arkansas (the "Articles").

Section 2. Registered Office; Registered Agent. The registered office of the Company in the State of Arkansas will be the initial registered office designated in the Articles of Organization (the "Articles") or such other office (which need not be a place of business of the Company) as the Member may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Arkansas will be the initial registered agent designated in the Articles, or such other person as the Member may designate from time to time in the manner provided by law. The principal office of the Company will be at such location as the Member may designate from time to time, which need not be in the State of Arkansas.

Section 3. Powers. The Company will have all powers permitted to be exercised by a limited liability company organized in the State of Arkansas.

Section 4. Term. The Company commenced on the date the Articles were filed with the Secretary of State of Arkansas, and will continue in existence until terminated pursuant to this Agreement.

Section 5. Fiscal Year. The fiscal year of the Company for financial statement and federal income tax purposes will end on December 31 unless otherwise determined by the Member. The Company is to be treated as a disregarded entity for federal tax purposes.

Section 6. Member. The Member owns 100% of the limited liability company interests in the Company.

Section 7. Address. The address of the Member is set forth below:

6100 Tower Circle, Suite 1000
Franklin, TN 37067

Section 8. New Members. No person may be admitted as a member of the Company without the approval of the Member.

Section 9. Liability to Third Parties. The Member will not have any personal liability for any obligations or liabilities of the Company, whether such liabilities arise in contract, tort or otherwise.

Section 10. Capital Contributions. On or before the date hereof, the Member has made a capital contribution in cash to the Company in the amount of $100.00. The Member will not be required to make any additional capital contributions to the Company except as may otherwise be agreed to by the Member.

Section 11. Participation in Profits and Losses. All profits and losses of the Company will be allocated to the Member.

Section 12. Distributions. Distributions will be made by the Company to the Member at such times as may be determined by the Member.

Section 13. Management. The power and authority to manage, direct and control the Company will be vested solely in the Member.

Section 14. Officers. The Member may, from time to time, designate one or more individuals to be officers of the Company, with such titles as the Member may assign to such individuals. The initial officers of the Company will be a President, a Secretary and two Vice Presidents as more specifically provided below. Officers so designated will have such authority and perform such duties as the Member may from time to time delegate to them. Any number of officer positions may be held by the same individual. Any officer may resign as such at any time by providing written notice to the Company. Any officer may be removed as such, either with or without cause, by the Member, in its sole discretion. Any vacancy occurring in any officer position of the Company may be filled by the Member. The officers of the Company, if and when designated by the Member, will have the authority, acting individually, to bind the Company.

Section 15. President. The President will, subject to the control of the Member, have general supervision, direction and control of the business and affairs of the Company. Subject to the control of the Member, the President will have the general powers and duties of management usually vested in the office of president and chief executive officer of corporations, and will have such other powers and duties as may be prescribed by the Member.

Section 16. Secretary. The Secretary will, subject to the control of the Member, prepare and keep the minutes of the proceedings of the Company in books provided for that purpose, see that all notices are duly given in accordance with the provisions of the Act, be custodian of the Company records, and will have the general powers and duties usually vested in the office of secretary of corporations, and will have such other powers and duties as may be prescribed by the Member.

Section 17. Vice Presidents. The Vice Presidents will, subject to the control of the Member, perform such duties as may be assigned to them by the President and will have the general powers and duties usually vested in the office of vice president of corporations, and will have such other powers and duties as may be prescribed by the Member. In the case of the death, disability or absence of the President, a Vice President shall perform and be vested with all the duties and powers of the President until the Member appoints a new President.

Section 18. Indemnification. The Company shall indemnify any individual who is or was a party or is or was threatened to be made a party to any action, suit, or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was an officer of the Company against expenses (including reasonable attorneys' fees and expenses), judgments, fines and amounts paid in settlement actually and reasonably incurred by such individual in connection with such action, suit or proceeding, to the extent permitted by applicable law. The right to indemnification conferred in this Section 18 includes the right of such individual to be paid by the Company the expenses incurred in defending any such action in advance of its final disposition (an "Advancement of Expenses"); provided, however, that the Company will only make an Advancement of Expenses upon delivery to the Company of an undertaking, by or on behalf of such Indemnitee, to repay all amounts so advanced if it is ultimately determined that such Indemnitee is not entitled to be indemnified under this Section 18 or otherwise.

Section 19. Tax Treatment. Unless otherwise determined by the Member, the Company shall be a disregarded entity for U.S. federal income tax purposes (as well as for any analogous state or local tax purposes).

Section 20. Dissolution. The Company will dissolve and its affairs will be wound up as may be determined by the Member, or upon the earlier occurrence of any other event causing dissolution of the Company under the Act. In such event, the Member will proceed diligently to wind up the affairs of the Company and make final distributions, and will cause the existence of the Company to be terminated.

Section 21. Amendment or Modification. This Agreement may be amended or modified from time to time only by a written instrument that is executed by the Member.

Section 22. Binding Effect. This Agreement will be binding on and inure to the benefit of the Member and its successors and assigns.

Section 23. Governing Law. This Agreement is governed by and will be construed in accordance with the law of the State of Delaware without regard to the conflicts of law principles thereof.

IN WITNESS THEREOF, the parties hereto have executed this Agreement effective as of the date set forth above.

MEMBER:

REHABILITATION CENTERS, LLC

By: /s/ Christopher L. Howard
Name: Christopher L. Howard
Its: Vice President and Secretary

Schedule A

None.

Exhibit 3.138

PARTNERSHIP AGREEMENT

OF

MILWAUKEE HEALTH SERVICES SYSTEM

TABLE OF CONTENTS

TABLE OF CONTENTS (continued)

PARTNERSHIP AGREEMENT OF

MILWAUKEE HEALTH SERVICES SYSTEM

THIS PARTNERSHIP AGREEMENT is made by and among WESTERN CLINICAL HEALTH SERVICES, INC., a Nevada corporation, hereinafter referred to as WCHS, and CORAL HEALTH SERVICES, INC., an Indiana corporation, hereinafter referred to as CORAL, for the purpose of forming a partnership upon the terms and conditions hereinafter set forth.

Section 1: Name. The business of the Partnership shall be conducted hereafter under the name of MILWAUKEE HEALTH SERVICES SYSTEM, or such other name as the Partners may select from time to time.

Section 2: Principal Place of Business. The principal place of business of the Partnership shall be in Milwaukee, Wisconsin, or at such other place or places as the Partners may from time to time determine and designate.

Section 3: Business of the Partnership. The initial business of the Partnership shall be to engage in the operation and maintenance of a methadone clinic licensed by the State of Wisconsin for the dispensing of methadone in methadone maintenance programs and for the purpose of operating narcotic detoxification and treatment centers and related medical and psychiatric care and treatment. The Federal licensure for operation of this clinic has been applied for and is held in the name of WCHS.

Section 4: Term. The formation of this partnership occurred as of May 1, 1985, and it continues by the terms hereof until December 31, 2035, unless it is sooner terminated as is herein provided.

Section 5: Fictitious Business Name Statement. Prior to entry into this Agreement, the Partners have had in use the name MILWAUKEE MEDICAL SERVICE SYSTEM with the State of Wisconsin on its applications for approval of its methadone clinic licensure. Upon execution of this Partnership Agreement the Partners shall sign, cause to be filed and published in Milwaukee, Wisconsin, and in any other County in which the Partnership transacts business, such Fictitious Business Name Statements as may be required setting forth MILWAUKEE MEDICAL SERVICES SYSTEMS as a dba of MILWAUKEE HEALTH SERVICES SYSTEMS.

Section 6: Contributions to Capital.

(a) Initial Contributions. The initial contribution of the Partners to the Partnership will consist of cash contributed by WCHS and CORAL. WCHS will as the needs of the Partnership dictate contribute up to the sum of $25,000 to the initial capital of the Partnership. CORAL shall not be required to make any initial contribution to the Partnership capital. As an additional contribution of capital, WCHS may advance monies borrowed by it from financial institutions in an amount as may from time to time be agreed to by the Partners. The amounts of cash and indebtedness contributed by WCHS and CORAL will appear on the books of account of this Partnership as a loan to the Partnership. The Partners are each allocated the following percentage interest in the Partnership (a “Partnership Percentage”):

WCHS	60%
Coral	40%

(b) Additional Contributions. No Partner shall be obligated to make any additional capital contributions to the Partnership except as may be agreed by a unanimous vote of the Partners of the Partnership and no Partner shall be allowed to make an additional capital contribution without the consent of the other Partner.

(c) Withdrawal of Contributions. Except as otherwise herein provided, no portion of the Partnership capital may be withdrawn by a Partner except with the consent of the other Partner.

(d) Interest on Contributions. Either partner contributing capital to the Partnership shall be entitled to interest computed from the date of such contribution at a rate of “interest which is two percent (2.00%) per annum higher than the “Prime Rate” charged by Bank of America, as said Prime Rate may change from time to time. As used herein, the term “Prime Rate” shall mean the annual interest rate publicly announced by Bank of America from time to time as its interest rate to its. most creditworthy customers. Rates shall change monthly. The rate shall be the rate in effect by Bank of America on the first day of each calendar month.

Section 7: Loans to Partnership. No Partner may lend or advance money to the Partnership except with the consent of the other Partner. Any loan by a Partner to the Partnership shall be identified and segregated as a loan payable on the books of the Partnership. Loans shall bear interest at such rate as set forth herein or as may be agreed upon by the Partners, provided such rate does not exceed the maximum allowed by law, and shall be evidenced by a promissory note delivered to the lending Partner and executed in the name of the Partnership by all Partners. Interest paid by the Partnership to a Partner shall be treated for tax purposes as an item of Partnership deduction. Undistributed Partnership profits and profits which are not withdrawn shall not be treated as loans by the Partners to the Partnership.

Section 8: Allocation of Profits and Losses. The net profits or net losses of the Partnership, and for tax purposes each item of income, gain, loss, deduction or credit, shall be allocated to the Partners in proportion to Partnership Percentages as set forth in Section 6 (a) hereof. As used herein, “net profits” and “net losses” shall be computed in accordance with the same method of accounting consistently applied, and on the same basis as that used in the preparation of the Partnership’s information tax return for federal income tax purposes.

Section 9: Distributions. Funds in excess of the working capital requirements of the Partnership as determined by the Partners, the proceeds of any sale or refinancing of the Partnership property, and other surplus fund shall be distributed from

time to time to the Partners. The first distributions shall go to reduce loans and unpaid interest as reflected on the books of account of the Partnership. Distributions shall be made to such partners until the sums reflected as loans plus unpaid interest have been paid in full. Thereafter, distribution shall be made in accordance with the Partners respective Partnership Percentages as set forth in Section 6(a) hereof.

Section 10: Partnership Accounting.

(a) Accounting Method. The Partnership shall keep its accounting records and shall report its income for income tax purposes according to the cash method of accounting. The accounting for Partnership purposes shall be in accordance with generally accepted accounting principles applied in a consistent manner.

(b) Books and Records. The accounting and other records of the Partnership shall be maintained at the principal place of business of the Partnership or at such other place as may be designated by the Partners, and shall be open to inspection by the Partners at all reasonable times during business hours.

(c) Capital Accounts. An individual capital account shall be maintained for each Partner. Each Partner's capital account shall consist of its original capital contribution increased by any additional capital contributions and its allocable share of Partnership indebtedness and Partnership profits, and decreased by any distributions to such Partner and

its share of Partnership losses. Except as otherwise provided in Section 13(d), a debit balance in a Partner's capital account, whether occasioned by withdrawals in excess of its share of Partnership profits or by charging it for its share of Partnership loss, shall constitute an obligation of such Partner to the Partnership payable out. of such Partner's share of the Partnership profits or the refinancing or sale of Partnership assets.

(d) Financial Statements. A monthly summary of financial transactions will be prepared and distributed to each Partner on a regular basis by the Partner managing the Partnership. A balance sheet of the Partnership as of the end of each fiscal year, together with a statement of earnings for the twelve months then ended, shall be prepared by the Partners or their independent public accountants at the end of each fiscal year, and copies thereof, together with copies of the proposed federal and Wisconsin income tax returns for the Partnership for such year, shall be furnished to each Partner within a reasonable time following the end of each fiscal year.

(e) Fiscal Year. The fiscal year for the Partnership shall be selected by the mutual agreement of the accountants for each of the Partners.

Section 11: Administration of the Partnership.

(a) Time Devoted to Partnership. Each of the Partners will seek to promote the interests of the Partnership to its greatest advantage and will devote sufficient time to the affairs of the Partnership to permit its efficient operation.

(b) Management. Each Partner shall have an equal voice in the management and conduct of the Partnership business. No action shall be taken in contravention of this Agreement without the written consent of all Partners. Periodically, as the Partners shall agree, one of the Partners shall be designated the managing Partner of the Partnership and shall manage the day-to-day affairs of the Partnership, without any additional compensation. The initial managing Partner of the Partnership shall be CORAL.

(c) Salaries of Partners. No Partner or employee of a Partner shall be compensated for services rendered by such Partner to or for the Partnership unless mutually agreed to by the Partners in writing. The Partnership shall reimburse a Partner for expenses reasonably incurred by such Partner in the ordinary and proper conduct of the Partnership business. Any such compensation or reimbursement of expenses paid shall be treated by the Partnership as an ordinary and necessary expense of business in the determination of net profits.

(d) Bank Accounts. All funds of the Partnership shall be deposited in the name of the Partnership in an account in such bank or banks as shall be determined by the Partners, and all withdrawals or disbursements from said account shall be made by check drawn in the Partnership name upon such account and signed on behalf of the Partnership by either Partner.

(e) Restrictions on Partners. Except in the ordinary course of the Partnership's business no Partner shall incur in the name or on the credit of the Partnership any obligation(s) which either individually or in the aggregate exceed $5,000.00 without the prior written consent of the other Partner. No Partner shall, without the written consent of the other Partner:

(1) Borrow or lend money on behalf of the Partnership;

(2) Sell, exchange or otherwise dispose of, lease, pledge or mortgage any Partnership property;

(3) Assign, transfer, pledge, compromise, or release any Partnership claim except on payment in full; or

(4) Cause the Partnership to become guarantor, bail, surety, or endorser for any other person or entity (including any Partner).

Any loss sustained by the Partnership because of the breach of these provisions by any Partner shall be charged to such Partner's capital account in the Partnership.

Section 12: Transfers of Partnership Interests.

(a) Except as otherwise provided herein, no Partner shall sell, transfer (by operation of law or otherwise), assign, dispose of, pledge or hypothecate any interest in the Partnership to any person or entity, without the written consent of the other Partner. Any transfer, pledge or hypothecation of the interest of a Partner in violation of the provisions of this Section 12 shall be null and void and shall not vest any purported transferee with any interest in the Partnership or rights as to profits or distributions.

(b) In the event any Partner (the “Selling or Transferring Partner”) desires to Transfer any interest (“Partnership Interest”) in the Partnership to any person, the Selling Partner must first give written notice offering such Partnership Interest to the other Partner (the “Non-Selling or Non-Transferring Partner”), which notice shall specify the following:

(1) The name of the proposed transferee of the Partnership Interest;

(2) A description of the Partnership Interest proposed to be transferred;

(3) The proposed consideration for the Transfer of the Partnership Interest; and

(4) All other terms and conditions for the proposed Transfer.

(c) For a period of thirty (30) days from the date of mailing of the notice, the Non-Selling Partner shall have the right, but not the obligation, to purchase the Partnership Interest proposed to be transferred upon the same terms and conditions as set forth in the notice. In order to exercise its rights hereunder, however, the Non-Selling Partner must purchase the entire Partnership Interest proposed to be transferred.

(d) In the event that the Non-Selling Partner does not notify the Selling Partner of its election to purchase the entire Partnership Interest referred to in the notice and tender in

accordance with the terms of purchase within the time hereinabove provided, the Selling Partner shall have the right, during the next thirty (30) days, to sell the Partnership Interest described in the notice to the transferee specified in the notice * in strict accordance with the terms and conditions set forth in the notice.

Section 13: Dissolution of Partnership.

The Partnership shall be dissolved upon the agreement of the Partners. Upon dissolution of this Partnership, a full accounting of the Partnership's assets and/or liabilities shall be taken, and the assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof.

The Partnership shall engage in no further business after dissolution other than that necessary to wind up the business and distribute the assets.

The proceeds from the liquidation of Partnership assets, together with assets to be distributed in kind, to the extent sufficient therefor, shall be applied and distributed in the following order:

(1) All Partnership liabilities and liquidating expenses and obligations of the Partnership, other than debts owed to the Partners, shall be paid or provided for;

(2) Such debts as are owed to the Partners, including unpaid loans or advances made to or for the benefit of the Partnership, together with any interest thereon, shall be paid;

(3) Such profits as shall be attributable to the interests of. the respective Partners shall be paid;

(4) The balance in the capital account of each Partner shall be paid to the Partner to which it is owed.

The partners shall continue to divide profits and losses after dissolution and during the winding up of the Partnership business in the same manner provided hereinbefore for the division of profits and losses prior to dissolution.

Section 14: Termination of Partnership Interest.

(a) Causes for Termination. The interest of a Partner shall be subject to termination at the option of the remaining Partner upon the filing of a petition in bankruptcy against a Partner, the initiation of any proceedings for the reorganization of the Partner under the Bankruptcy Act, or the entry or a charging order against a Partner, unless cured within 30 days after occurrence of one of the above events.

(b) Notice of Termination. Service of a written notice upon the Partner to be terminated setting forth the cause for termination and the effective date of termination shall terminate all powers of the Partner as of the effective date, and shall further terminate its right to share in the profits of the Partnership as of that date.

(c) Sale of Terminated Partner’s Interest. A terminated Partner shall not be required to sell its interest in the Partnership unless the entire interest is purchased.

(d) Remaining Partner's Right to Continue Business. If an election to terminate a Partner is based on subparagraph (a) of this Section 14, the remaining Partner shall have the right to continue the Partnership business under the Partnership name notwithstanding any event terminating the interest of a Partner.

(e) Option to Purchase on the Death of a Partner's Shareholders. The sole shareholder of WCHS is IHS, Inc., a California corporation. References herein to shareholders of WCHS shall be references to the holders of all outstanding stock of IHS, Inc.: Robert B. Kahn and Galen E. Rogers. Upon the death of both William Marshall and Nellie W. Kendrick, or both Robert B. Kahn and Galen E. Rogers, WCHS, in the event of the death of William Marshall and Nellie W. Kendrick, or CORAL, in the event of the death of Robert B. Kahn and Galen E. Rogers, the remaining Partner shall have the option to:

(1) Dissolve and liquidate the Partnership, or

(2) Purchase the Partnership interest of CORAL in the event of the death of both William Marshall and Nellie W. Kendrick or purchase the Partnership interest of WCHS in the event of the death of both Robert B. Kahn and Galen E. Rogers. The remaining Partner shall have the option of acquiring 100% of the interest of a Partner whose shareholders are deceased.

(f) Fair Market Value. If an election to purchase the interest of a Partner occurs by reason of the death of both William Marshall and Nellie W. Kendrick or both Robert B. Kahn and Galen Rogers, the value of CORAL'S or WCHS'S interest in the Partnership shall be its fair market value as is agreed between the corporation whose shareholders have become deceased and the remaining Partner. If no agreement on the value can be reached between the parties, the fair market value of a Partnership Interest for these purposes shall be determined by appraisal as provided in Section 14(h).

(g) Option to Purchase on Termination of a Partner. If a Partner is terminated for any of the reasons specified in Section 14(a) of this Agreement, the remaining Partner shall have the option to purchase the entire interest of the terminated Partner. Notice of the exercise of this option to purchase shall be served on the terminated Partner and its bankruptcy trustee or its judgment creditor who secured a charging order against its Partnership interest at the same time the notice of termination of its Partnership interest is served on those persons.

(h) Determination of Purchase Price. On exercise of the option to purchase an outgoing Partner's Partnership interest, the remaining Partner shall pay to the entity or person legally entitled thereto, the value of the outgoing Partner's interest in the manner specified in subparagraph (i) of this Section 14, determined as follows:

(1) In an amount and on such terms as may be agreed to by the Partners and if the Partners are unable to agree, then the remaining Partner shall notify the terminated Partner, its successor in interest or the person or entity legally entitled to receive the value of the Partnership interest, of the appointment of an appraiser selected by it. Within ten (10) days after receiving such notice, the terminated Partner or person or entity legally entitled to receive the value of the Partnership interest being purchased shall appoint an appraiser. If the two appraisers so appointed are unable to agree on the value of the interest within fifteen (15) days, they shall appoint a third appraiser. The decision in writing of any two of the three appraisers so appointed shall be binding and conclusive on the parties hereto and on any persons or entity legally entitled to receive the value of such Partner's interest. If the Partnership is terminated because of a charging order issued against the interest of the terminated Partner, unless the remaining Partner guarantees in writing the payment to the judgment creditor who secured such charging order the full amount of the claim, including interest and costs, the appraiser for the terminated Partner shall be appointed by the court which issued such charging order. All fees and expenses of each appraiser shall be paid by purchasing and selling parties in equal proportions.

(2) In determining the value of the Partnership interest to be purchased, the appraisers shall value:

(i) All items of inventory at their actual cost to the Partnership;

(ii) All tangible assets of the Partnership, including lands, buildings, fixtures, machinery, automobiles, and equipment at their fair market value;

(iii) All accounts receivable at such discount so as to reflect its fair cash market value, and all accounts payable at their face value; and,

(iv) Goodwill and other intangible assets of the Partnership at its fair market value.

(i) Payment of Purchase Price. On exercise of the option to purchase the interest of a Partner due to the death of a Partner's shareholders, or the withdrawal or termination of a Partner, the remaining Partner shall pay to the person legally entitled thereto the value of the interest, determined as provided in subparagraphs (h)(1) and (h)(2) of this Section, in the following manner:

Thirty-three and one-third (33 1/3%) percent of the total purchase price within thirty (30) days of determination of the price, or thirty (30) days after receipt of the appraiser's report as provided in subparagraph (h)(1), or, if there is an escrow, upon the close of escrow; and the balance in sixty

(60) equal monthly installments commencing thirty (30) days after payment of the initial down payment. Any outstanding loans of the Partnership owed to the Partner remaining shall be applied first to decrease the down payment for purchase and then to reduce the sum to be amortized over the sixty month installment payment period provided herein. In the event the outstanding loans owed to a remaining Partner are in excess of an appraised price the withdrawing (including death of a Partner's shareholders) or terminated Partner shall not be liable to pay any moneys for the Partnership interest and the withdrawing or terminated Partner or its successor in interest or the person or entity entitled to receive the proceeds shall have no obligation to repay any of the outstanding loans under this Agreement. Each monthly installment shall be applied first to interest at a rate of interest which is 2.00% per annum higher than the the prime rate on then remaining unpaid balance of the purchase price. The "Prime Rate" shall be calculated in the same manner as set forth in Section (6) subparagraph (d). The note for the balance of the purchase shall be secured by a Security Agreement covering all the assets of the Partnership. If any party to the sale transaction set forth in this Paragraph desires to conduct said sale with an escrow, it may do so by notifying the other Partner or the other Partner's legal representative in writing of it's desire within ten (10) days of receipt of the appraiser's report or establishment of a price for the terminated Partner's interest in the Partnership. An escrow shall be established with an escrow

company mutually agreed between the Partners. Any escrow established shall be in accordance with California Bulk Sales Law, unless both the purchasing and selling Partner or such Partner's legal representative agree otherwise. All costs of escrow, including payment of any sales tax shall be borne equally between the purchasing and selling Partner.

(j) Liquidation and Distribution. Except as otherwise provided herein, upon a dissolution of the Partnership for any reason, the remaining Partner shall proceed to liquidate the Partnership, and distribute any proceeds from such liquidation in accordance with Section 13 herein. If a Partner's capital account is less than zero, that Partner shall contribute to the Partnership sufficient funds to bring such Partner's capital balance to zero. A reasonable time shall be allowed for the orderly liquidation of the assets of the Partnership and the discharge of liabilities to creditors. Upon complying with the foregoing distribution plan, the remaining Partner shall execute and cause to be published and filed an appropriate notice of dissolution of the Partnership.

(k) Waiver of Right to Judicial Dissolution. The Partners agree that irreparable harm would be done to the Partnership if any Partner brought an action in court to dissolve the Partnership. The parties acknowledge that the Agreement provides for fair payments to be made to a Partner whose interest in the Partnership is to be terminated. Accordingly, each of the parties hereby agrees to accept the provisions of this

Agreement as his exclusive right on termination of his relationship with the Partnership. Each party hereby waives and renounces its right to seek a judicial dissolution or to seek the appointment by a court of a liquidator for the Partnership.

Section 15: Agreement to Incorporate.

(a) On or before December 31, 1995, Coral agrees that WCHS shall have the right to determine whether it is in the best interest of the Partners to incorporate the Partnership in a state selected by WCHS for the purpose of continuing the Partnership business.

(b) Directors of Corporation. The articles of incorporation shall name a person or persons selected by the Partners as the initial director(s) of the corporation.

(c) Authorized Capital of Corporation. The authorized capital of the corporation as stated in the articles of incorporation, shall be $10,000 divided into 1,000 shares of the same class. The remaining capital accounts of the corporation and unpaid debt shall be reflected by notes to the shareholders representing all debt of the corporation.

(d) Officers of Corporation. The initial officers of the corporation shall be President, selected by WCHS; Vice President, selected by Coral; Secretary, selected by Coral; and Treasurer, selected by WCHS.

(e) Transfer of Partnership Business. Within 15 days after incorporation, the parties shall transfer and assign their respective interests in the Partnership to the corporation; the

parties shall cause the corporation to assume all liabilities of said Partnership existing together with such additional liabilities as may have been incurred in the preliminary course of partnership business between that date and the date of transfer of the business to the corporation, and the parties shall cause the corporation to issue to each party shares of the corporation's capital stock in an amount representing that party's proportionate equity interest in the Partnership.

(f) Preparation of Necessary Financial Statements. The parties shall authorize and instruct the accountant for the Partnership, to prepare all such financial statements and tax returns as required for the proper functioning of the partnership.

(g) Costs of Incorporating. All costs and expenses, including attorneys' fees required for the formation and organization of the corporation, shall be paid by the Partnership as a partnership expense.

(h) Additional Partners. Additional Partners may not be admitted to this Partnership unless all Partners shall agree thereto in writing prior to such admission, and an amended Partnership Agreement or an amendment to such agreement is executed among all parties, acceptable to all parties.

Section 16: Title to Property. Partnership property shall be held by the Partnership subject to the terms and provisions hereof. Title to and ownership of all assets of the Partnership shall be held in the name of the Partnership, or in such other name or names as the Partners may jointly designate.

Section 17: No Partnership Losses Due to Partner's Individual Liabilities. Each Partner agrees to indemnify, and hold harmless the other Partner and the Partnership from and against all losses, costs, damages, claims, liabilities or expenses (including attorneys' fees) arising out of, resulting from or in connection with the personal obligations of any shareholder of a Partner or liabilities of any Partner. In the event the Partnership is made a party to any litigation, or otherwise incurs any losses or expenses as a result of, or in connection with, personal obligations or liabilities of any Partner, and in particular any charging order, such Partner shall reimburse the Partnership for all such reasonable expenses incurred, including attorneys' fees, and the capital account of such Partner in the Partnership shall be charged therefor.

Section 18: Amendments. This Agreement may be amended only by written agreement of all Partners. No new agreement shall arise orally or by course of conduct or dealing.

Section 19: Other business Activity. Nothing contained herein shall prevent any Partner from engaging in other business activities outside of Milwaukee, Wisconsin, whether or not similar to the business of the Partnership, and no parties herein shall have any interest in such other activities or investments by virtue of this Partnership. However, the parties do agree to advise one another of business opportunities in the state of

Wisconsin in the fields in which the Partnership is active and to the extent feasible, opportunities will be shared and developed by the Partnership. Within the city of Milwaukee and any county in which the Partnership shall conduct business, each of the parties hereto covenants and agrees not to compete against the Partnership or any of its Partners.

Section 20: Notices. Any written notices of any kind which any Partner may desire or be required to serve on the other Partner in connection with this Agreement shall be served (as an alternative to personal service) by registered mail. Any such notice so to be served by registered mail shall be deposited in the United States mail with postage thereon fully prepaid and shall be addressed as follows:

To: CORAL
c/o Nellie Kendrick, Secretary, Treasurer
3291 N. Sherman Boulevard
Milwaukee, Wisconsin 53216

To: WCHS
6060 Mission Gorge Road
San Diego, CA 92120

Service of any such notice made by registered mail as aforesaid shall be deemed to have been given upon the next business day after mailing as shown on the postal registered mail receipt obtained by the party giving notice. Any written notice not served by registered mail as aforesaid shall be deemed to have been given upon the date of actual receipt of such notice by the addressee. Any Partner may from time to time by notice in writing served on the other Partner as aforesaid, designate a different mailing address or a different person to which all such notices thereafter are to be addressed.

Section 21: Captions. All sections, titles or captions contained in this Agreement are for convenience only and shall not be deemed a part of this Agreement.

Section 22: Variations of Pronouns. All pronouns and variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons or entity may require.

Section 23: Counterparts. This Agreement and any amendment may be executed in counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one Agreement.

Section 24: Binding on Heirs and Successors. Subject to the restrictions against transfer as herein contained, this Agreement shall inure to the benefit of and shall be binding upon the assigns, successors in interest, personal representatives, estates, heirs, and legatees of each of the parties hereto.

Section 25: Partial Invalidity. If any provision of this Agreement is found to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

Section 26: Authority of Corporate Partner. A certified copy of the resolution of the board of directors of each corporation that is a party to this Agreement, which authorizes the signatories to this Agreement on its behalf to enter into and

execute this Agreement and to take all further actions necessary to implement the provisions of this Agreement, is contained in Exhibit “A”, which is attached to and made a part of this Agreement by this reference.

Section 27: Governing Law. This Agreement and the legal relations between the partners shall be governed by and construed in accordance with the laws of the State of California.

Section 28: Arbitration. Any dispute or controversy arising under, out of, in connection with or in relation to this Agreement, and any amendments hereof, or the breach thereof, or in connection with the termination of a Partner’s interest or dissolution of the Partnership (including disputes as to fair market value of an interest of a Partner), shall be determined and settled by arbitration to be held in San Diego, California, in accordance with the then applicable rules of the American Arbitration Association. Any award rendered therein shall be final and binding upon each and all of the Partners and judgment may be entered thereon in any court having jurisdiction thereof in the State of California.

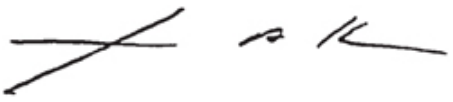
Section 29: Litigation Expenses. In the event of litigation arising under, out of, in connection with or in relation to this Agreement or any amendment hereto, the prevailing party shall be entitled to recover its costs and expenses of litigation, including reasonable attorneys’ fees, from the non-prevailing party.

Section 30: Waiver. No waiver of any provision of this Agreement shall be deemed to be or constitute a continuing waiver of any other provisions unless otherwise expressly provided in writing.

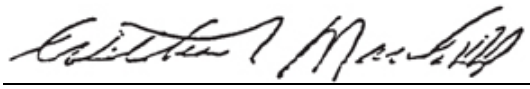
Section 31: Entire Agreement. This Agreement supersedes any prior agreement between the parties hereto. No other agreement, statement or promise made by any party to the other shall be binding.

IN WITNESS WHEREOF, this Partnership Agreement has been executed on the 2 day of June, 1985.

WESTERN CLINICAL HEALTH SERVICES, INC.,
A Nevada Corporation

By  President

CORAL HEALTH SERVICES, INC.,
An Indiana Corporation

By 

ADDENDUM TO MILWAUKEE HEALTH SERVICE SYSTEMS

A GENERAL PARTNERSHIP

November 17, 1992 the partners met and voted unanimously to change the distribution of profits as follows:

That the present 60:40 distribution continue forward based on gross 1.3 mil. revenues of 1.475 million; sixty percent representing thirty percent distribution to WCHS ‘G’, Inc. and thirty percent distribution to WCHS ‘B’, Inc. with forty percent distribution to Coral Health Services, Inc.

That the distribution thereafter on gross revenues in excess of 1.475 million will be 50:50; fifty percent representing twenty five percent distribution to WCHS ‘G’, Inc. and twenty five percent distribution to WCHS ‘B’, Inc. with fifty percent distribution to Coral Health Services, Inc.

The described distribution plan includes present and future clinic operations in the state of Wisconsin under the partnership.

AGREED AND APPROVED:

/s/ Galen E. Rogers		/s/ Robert B. Kahn	
GALEN E. ROGERS WCHS ‘G’, INC.	NELL KENDRICK CORAL HEALTH INC.	ROBERT B. KAHN WCHS ‘B’, INC.	WILLIAM MARSHALL CORAL HEALTH INC

FIRST AMENDMENT
TO THE PARTNERSHIP AGREEMENT OF
MILWAUKEE HEALTH SERVICE SYSTEMS

This First Amendment to the partnership agreement of **MILWAUKEE HEALTH SERVICE SYSTEMS**, a general partnership, is made this 30 day of March, 1987, by **WESTERN CLINICAL HEALTH SERVICES, INC.**, and **CORAL HEALTH SERVICES, INC.**, the general partners thereof.

RECITALS

WHEREAS, on or about the 2nd day of June, 1985 the above named parties entered into a written partnership agreement for the conduct of the business known as Milwaukee Health Service Systems, and

WHEREAS, Western Clinical Health Services, Inc., one of the partners, desires to transfer its interest in the partnership to an entity known as WCHS of Wisconsin, and

WHEREAS, Section 12 of the partnership agreement, entitled: “Transfers of Partnership Interest”, prohibits the transfer of any interest in the partnership without the written consent of the other partner, and

WHEREAS, Section 18 of the partnership agreement provides that the partnership agreement may be amended only by the written agreement of all partners.

NOW, THEREFORE, IT IS UNDERSTOOD AND AGREED AS FOLLOWS:

1. That effective on or about March 30, 1987 the transfer of all of the interest of Western Clinical Health Services, Inc. a general partner, to WCHS of Wisconsin is hereby approved.

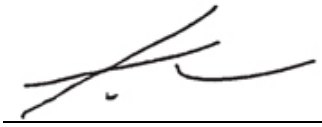
2. That effective on or about March 30, 1987 all reference to Western Clinical Health Services, Inc., as a general partner in the partnership agreement dated June 2, 1985 shall be changed to WCHS of Wisconsin.

3. That in all other respects the partnership agreement dated June 2, 1985 for the general partnership known as Milwaukee Health Service Systems shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused these presents to be executed on the date set forth following the authorized signatures.

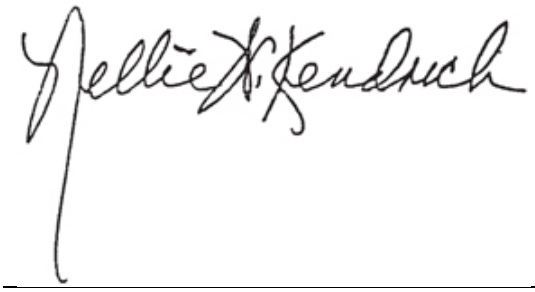
Dated: 10/7/99

WESTERN CLINICAL HEALTH SERVICES, INC

By: 

Dated: 2-18-99

CORAL HEALTH SERVICES, INC.

By: 

SECOND AMENDMENT
TO THE PARTNERSHIP AGREEMENT OF
MILWAUKEE HEALTH SERVICE SYSTEMS

This Second Amendment to the partnership agreement of **MILWAUKEE HEALTH SERVICE SYSTEMS**, a general partnership, is made this 17 day of November, 1992, by **WCHS of WISCONSIN**, and **CORAL HEALTH SERVICES, INC.**, the general partners thereof.

RECITALS

WHEREAS, on or about the 2nd day of June, 1985 a written partnership agreement for the conduct of the business known as Milwaukee Health Service Systems, was entered into, and

WHEREAS, Section 18 of the partnership agreement provides that the partnership agreement may be amended only by the written agreement of all partners, and

WHEREAS, the partners desire to amend the written partnership agreement in certain respects.

NOW, THEREFORE, IT IS UNDERSTOOD AND AGREED AS FOLLOWS:

1. That effective on January 1, 1992, the last sentence of Section 6 (a) of the partnership agreement as it relates solely to the distribution of income shall be amended to read as follows: “The partners are each allocated the following percentage interest in the Partnership (a “Partnership Percentage”):

WCHS of Wisconsin.	60% based on the first $ 1.475 Million of gross revenues and 50% based on gross revenues in excess of $1.475 Million.
Coral Health Services, Inc.	40% based on the first $1.475 Million of gross revenues and 50% based on gross revenues in excess of $1.475 Million.

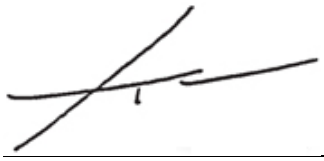
That in all other respects the Partnership Percentages shall remain 60% to WCHS of Wisconsin and 40% to Coral Health Services, Inc.

2. That in all other respects the partnership agreement dated June 2, 1985 as amended for the general partnership known as Milwaukee Health Service Systems shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused these presents to be executed on the date set forth following the authorized signatures.

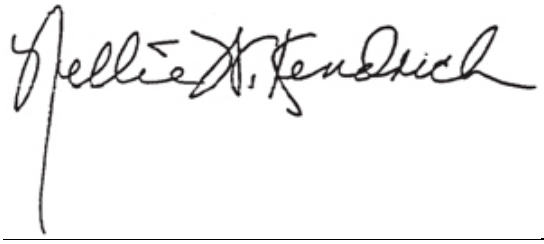
Dated: 10/07/99

WCHS of Wisconsin

By: 

Dated: 2-18-99

CORAL HEALTH SERVICES, INC.

By: 

THIRD AMENDMENT
TO THE PARTNERSHIP AGREEMENT OF
MILWAUKEE HEALTH SERVICE SYSTEMS

This Third Amendment to the partnership agreement of **MILWAUKEE HEALTH SERVICE SYSTEMS**, a general partnership, is made this 7th day of September, 1994, by **WCHS of WISCONSIN**, and **CORAL HEALTH SERVICES, INC.**, the general partners thereof

RECITALS

WHEREAS, on or about the 2nd day of June, 1985 a written partnership agreement for the conduct of the business known as Milwaukee Health Service Systems, was entered into, and

WHEREAS, Section 18 of the partnership agreement provides that the partnership agreement may be amended only by the written agreement of all partners, and

WHEREAS, the partners desire to amend the written partnership agreement in certain respects.

NOW, THEREFORE, IT IS UNDERSTOOD AND AGREED AS FOLLOWS:

1. That effective on January 1, 1995, the last sentence of section 6 (a) of the partnership agreement shall be amended to read as follows: “The partners are each allocated the following percentage interest in the Partnership (a “Partnership Percentage”):

WCHS of Wisconsin	53%
Coral Health Services, Inc.	47%

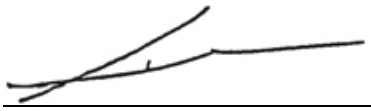
2. That the distribution of income based upon gross revenues as provided for in the Second Amendment to the Partnership Agreement shall effective January 1, 1995 be null and void.

3. That in all other respects the partnership agreement dated June 2, 1985 for the general partnership known as Milwaukee Health Service Systems shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused these presents to be executed on the date set forth following the authorized signatures.

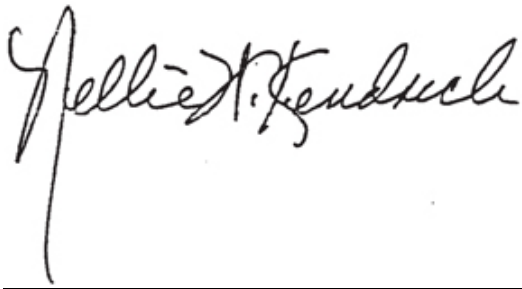
Dated: 10/7/91

WCHS of Wisconsin

By: 

Dated: 2-18-99

CORAL HEALTH SERVICES, INC.

By: 

FOURTH AMENDMENT
TO THE PARTNERSHIP AGREEMENT OF
MILWAUKEE HEALTH SERVICE SYSTEMS

This Fourth Amendment to the partnership agreement of **MILWAUKEE HEALTH SERVICE SYSTEMS**, a general partnership, is made this 1st day of July, 1995, by **WCHS of WISCONSIN**, and **CORAL HEALTH SERVICE, INC.**, the general partners thereof.

RECITALS

WHEREAS, on or about the 2nd day of June, 1985 a written partnership agreement for the conduct of the business known as Milwaukee Health Service Systems, was entered into, and

WHEREAS, WCHS of Wisconsin, one of the partners, desires to transfer its interest in the partnership to an entity known as WCHS, Inc., and

WHEREAS, Section 12 of the partnership agreement, entitled: “Transfers of Partnership Interest”, prohibits the transfer of any interest in the partnership without the written consent of the other partner, and

WHEREAS, Section 18 of the partnership agreement provides that the partnership agreement may be amended only by the written agreement of all partners.

NOW, THEREFORE, IT IS UNDERSTOOD AND AGREED AS FOLLOWS:

1. That effective on or about July 1, 1995 the transfer of all of the interest of WCHS of Wisconsin, a general partner, to WCHS, Inc. a California corporation is hereby approved.

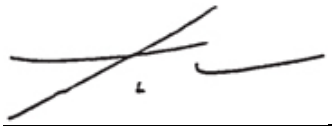
2. That effective on or about July 1, 1995 all reference to WCHS of Wisconsin, as a general partner in the partnership agreement dated June 2, 1985 as amended shall be changed to WCHS, Inc., a California corporation.

3. That in all other respects the partnership agreement dated June 2, 1985 as amended for the general partnership known as Milwaukee Health Service Systems shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused these presents to be executed on the date set forth following the authorized signatures.

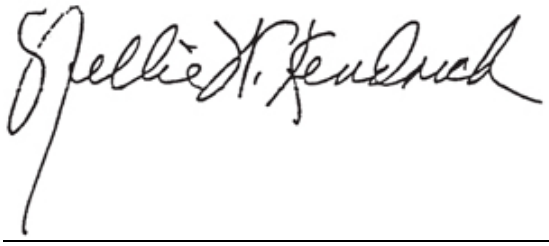
Dated: 10/7/99

WCHS of Wisconsin

By: 

Dated: 2-18-99

CORAL HEALTH SERVICES, INC.

By: 

FIFTH AMENDMENT
TO THE PARTNERSHIP AGREEMENT OF
MILWAUKEE HEALTH SERVICE SYSTEMS

This Fifth Amendment to the partnership agreement of **MILWAUKEE HEALTH SERVICE SYSTEMS**, a general partnership, is made as of the 28th day of December, 1990, by **WCHS, INC.**, as successor in interest of **WCHS of WISCONSIN**, and **CORAL HEALTH SERVICES, INC.**, the general partners thereof.

RECITALS

WHEREAS, on or about the 2nd day of June, 1985 a written partnership agreement for the conduct of the business known as Milwaukee Health Service Systems, was entered into, and

WHEREAS, Section 12 of the partnership agreement entitled: "Transfers of Partnership Interest", prohibits the transfer of any interest in the partnership without the written consent of the other partner, and

WHEREAS, Section 18 of the partnership agreement provides that the partnership agreement may be amended only by the written agreement of all partners, and

WHEREAS, Coral Health Services, Inc. was originally incorporated under and by virtue of the laws of the State of Indiana and the business of the corporation and this partnership is carried on in the State of Wisconsin and not the State of Indiana, and by virtue thereof Coral Health Services, Inc. has caused a new corporation to be formed under the laws of the State of Wisconsin followed by the dissolution of the corporation in the State of Indiana, and the interest of Coral Health Services, Inc. as an Indiana corporation, in this partnership has been transferred to Coral Health Services, Inc. as a Wisconsin corporation, and the consent, approval and ratification thereof is necessary to comply with the partnership agreement of Milwaukee Health Service Systems, and

WHEREAS, the partners desire to amend the written partnership agreement with respect thereto.

NOW, THEREFORE, IT IS UNDERSTOOD AND AGREED AS FOLLOWS:

1. That effective on January 1, 1991, the transfer of all of the interest of Coral Health Services, Inc., as an Indiana corporation, as a general partner to Coral Health Services, Inc. as a Wisconsin corporation is approved and ratified.

2. That effective on January 1, 1991 all reference to Coral Health Services, Inc., an Indiana corporation as a general partner in the partnership agreement dated June 2, 1985 shall be changed to Coral Health Services, Inc., a Wisconsin corporation.

2. That in all other respects the partnership agreement dated June 2, 1985 as amended for the general partnership known as Milwaukee Health Service Systems shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused these presents to be executed on the date set forth following the authorized signatures.

Dated: 10/7/99

WCHS, INC.

By: _____

Dated: 2-18-99

CORAL HEALTH SERVICES, INC.

By: _____

State of Delaware
Secretary of State
Division of Corporations
Delivered 02:36 PM 09/30/2009
FILED 02:36 PM 09/30/2009
SRV 090897882 - 3204060 FILE

CERTIFICATE OF CONVERSION
FROM A CORPORATION TO A LIMITED
LIABILITY COMPANY PURSUANT TO SECTION 18-214
OF THE LIMITED LIABILITY COMPANY LAW

To the Secretary of State
State of Delaware

First: The jurisdiction where the corporation was first incorporated is Delaware.

Second: The jurisdiction immediately prior to filing this Certificate of Conversion is Delaware.

Third: The date the corporation was first incorporated was March 30, 2000.

Fourth: The name of the corporation immediately prior to filing this Certificate of Conversion is National Specialty Clinics, Inc.

Fifth: The name of the Limited Liability Company as set forth in its Certificate of Formation is National Specialty Clinics, LLC.

/s/ Pam Burke
Name: Pam Burke
Title: Authorized Person

State of Delaware
Secretary of State
Division of Corporations
Delivered 02:36 PM 09/30/2009
FILED 02:36 PM 09/30/2009
SRV 090897882 - 3204060 FILE

CERTIFICATE OF FORMATION

OF

NATIONAL SPECIALTY CLINICS, LLC

The undersigned, an authorized natural person, for the purpose of forming a limited liability company (hereinafter called the "company"), under the provisions and subject to the requirements of the Delaware Limited Liability Company Act, hereby certifies that:

1. The name of the company is NATIONAL SPECIALTY CLINICS, LLC.

2. The address of the registered office and the name and the address of the registered agent of the company required to be maintained by Section 18-104 of the Delaware Limited Liability Company Act are National Registered Agents, Inc., 160 Greentree Drive, Suite 101, Dover, Delaware 19904.

Executed on September 30, 2009.

/s/ Pam Burke

Pam Burke, Authorized Person

Exhibit 3.140

OPERATING AGREEMENT

OF

National Specialty Clinics, LLC

A Delaware Limited Liability Company

September 30, 2009

TABLE OF CONTENTS

TABLE OF CONTENTS
(continued)

TABLE OF CONTENTS
(continued)

OPERATING AGREEMENT
OF

National Specialty Clinics, LLC
A Delaware Limited Liability Company

This Operating Agreement (this "***Agreement***") of **National Specialty Clinics, LLC** (the "***Company***") is made and entered into pursuant to Delaware Code (the "***Act***") and shall be effective as of September 30, 2009, by CRC Health Corporation, a Delaware corporation ("***CRC***"), as the sole member.

ARTICLE I

DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings set forth below in this Article I. The singular when used in this Agreement shall also refer to the plural, and vice versa, as appropriate. All terms used in this Agreement which are not defined in this Article I shall have the meanings set forth elsewhere in this Agreement.

"**Act**" shall mean the Delaware Code.

"**Affiliate**" shall mean, with respect to any Member: (a) any person directly or indirectly owning, controlling or holding with power to vote 10% or more of the outstanding voting securities of such Member; (b) any Person 10% or more of whose outstanding voting securities are directly or indirectly owned, controlled or held with power to vote by such Member; (c) any partnership or limited liability company of which such Member or any other Person described in clause (a) or clause (b) of this definition is a general or managing partner, or a manager, as the case may be; and (d) any officer, director or partner in such Member.

"**Agreed Value**" means the fair market value of property as determined by the Members using such reasonable methods of valuation as they deem appropriate.

"**Assignee**" shall mean a person who has acquired a beneficial interest in a Company Interest in accordance with the provisions of Article VIII hereof, but who is not a Member.

"**Book Depreciation**" means the depreciation, cost recovery or amortization of assets allowable to the Company with respect to an asset for any period, except that if the Book Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such period, Book Depreciation shall be an amount which bears the same ratio to such beginning Book Value as federal income tax depreciation, amortization, or other cost recovery deduction for such period bears to such beginning adjusted basis.

"**Book Gain**" or "**Book Loss**" means the gain or loss that would be recognized by the Company for federal income tax purposes as a result of sales or exchanges of its assets if its tax basis in such assets were equal to the Book Value of such assets.

"**Book Value**" means (a) as to property contributed to the Company, its Agreed Value, and (b) as to all other Company property, its adjusted basis for federal income tax purposes as reflected on the books of the Company. The Book Value of all Company assets shall be adjusted to equal their respective Agreed Values, as determined by the Members, as of the following times: (a) the acquisition of an additional interest in the Company by any new or existing Member in exchange for more than a de minimis Capital Contribution; (b) the distribution by the Company to a Member of more than a de minimis amount of Company property, unless all Members receive simultaneous distributions of undivided interests in the distributed property in proportion to their Interest in the Company; and (c) the termination of the Company for federal income tax purposes pursuant to Code Section 708(b)(1)(B). The Book Value of all assets shall be adjusted by the Book Depreciation taken into account with respect to such asset.

"**Capital Account**" means an individual capital account maintained for each Member in accordance with Treasury Regulation Section 1.704-1(b) adopted pursuant to Section 704(b) of the Code.

"**Capital Contributions**" shall mean the amount of cash or Book Value of property a Member contributes to the capital of the Company.

"**Certificate**" shall mean the certificate of formation of the Company which is required to be filed pursuant to the Act.

"**Code**" shall mean the Internal Revenue Code of 1986, as amended from time to time, and the corresponding provisions of any future Federal tax law and, to the extent applicable, the Regulations.

"**Company Interest**," as of any date, shall mean, with respect to any Member, the percentage ownership interest of such Member in the Company as of such date, including all of its rights and obligations under the Act and this Agreement. Each Member's Company Interest shall be represented by the number of Units set forth on Exhibit A attached hereto.

"**Distributions**" means all cash and the Book Value of other property distributed to NSC arising from its Company Interest.

"**Fiscal Year**" shall mean the fiscal year of the Company which shall be the calendar year.

"**Initial Member**" shall mean CRC Health Corporation.

"**Manager**" shall mean initially CRC Health Management, Inc., a Delaware corporation, or such other Person as the Member may later appoint.

"**Member**" shall mean the Initial Member and any other Person that acquires a Company Interest and is admitted to the Company as a member in accordance with the terms of this Agreement.

"**Net Income**" or "**Net Loss**" shall mean, with respect to any fiscal period, the gross income, gains and losses of the Company, for such period, less all deductible costs, expenses and depreciation and amortization allowances of the Company for such period, as determined for

federal income tax purposes, with the following adjustments: (a) any income of the Company that is exempt from federal income tax and is not otherwise taken into account in computing Net Income or Net Loss pursuant to this definition shall be added to such taxable income or loss; (b) any expenditures of the Company not deductible in computing taxable income or loss, not properly chargeable to capital account and not otherwise taken into account in computing Net Income or Net Loss pursuant to this definition shall be subtracted from such taxable income or loss; (c) if the Book Value of any asset differs from its adjusted basis for federal income tax purposes at the beginning of such period, the depreciation and amortization allowances to be deducted from gross income with respect to such asset shall be Book Depreciation; and (d) Book Gain or Book Loss shall be used instead of taxable gain or loss. If such amount shall be greater than zero, it shall be known as a "**Net Income**" and if such amount shall be less than zero, it shall be known as "**Net Loss**."

"**Person**" shall mean an individual, partnership, joint venture, association, corporation, trust, estate, limited liability company, limited liability partnership or any other legal entity.

"**Regulations**" shall mean the regulations, including temporary regulations promulgated under the Code, as such regulations may be amended from time to time (including the corresponding provisions of any future regulations).

"**Units**" shall mean the number of units representing the Company Interest held by a Member. Each Unit shall represent 1% of the total outstanding Company Interest.

ARTICLE II

CONTINUATION AND PURPOSE

2.01 Formation. The Initial Member hereby organizes a limited liability company pursuant to the Act. The rights and liabilities of the Members shall be determined pursuant to the Act and this Agreement. To the extent that the rights or obligations of the Members are different by reason of any provision of this Agreement than they would be in the absence of such provision, this Agreement shall, to the extent permitted by the Act, control. Simultaneously with the execution and delivery of this Agreement, NSC shall be admitted as the sole member of the Company.

2.02 Limited Liability Company Agreement. This Agreement shall constitute the "limited liability company agreement" of the Company within the meaning of the Act for all purposes including, without limitation, so long as there is only one Member, for classification of the Company as a "domestic eligible entity" that is disregarded as an entity separate from its owner for federal and all relevant state income tax purposes.

2.03 Name. The name of the Company is stated in the preamble.

2.04 Principal Office. The registered office required to be maintained by the Company in the state of West Virginia pursuant to the Act shall initially be located at c/o National Registered Agents, Inc. 300 Kanawha Blvd., Charleston, WV 24321. The registered agent shall initially be National Registered Agents, Inc. 300 Kanawha Blvd., Charleston, WV 25321. The principal executive office of the Company shall be at 20400 Stevens Creek Blvd., Suite 600, Cupertino, California 95014.

2.05 Term. The term of the Company commenced on the date of filing of the Certificate with the Secretary of State of West Virginia, and shall continue unless terminated as hereinafter provided.

2.06 Purposes of Company. The Company is permitted to engage in any lawful acts or activities and to exercise any powers permitted to limited liability companies under the laws of the State of West Virginia.

2.07 Certificate. The Manager shall cause the Certificate to be filed or recorded in any other public office where filing or recording is required.

2.08 Address of the Initial Member. The address of the Initial Member is 20400 Stevens Creek Blvd., Suite 600, Cupertino, California 95014.

2.09 Foreign Qualification. The Manager shall take all necessary actions to cause the Company to be qualified to conduct business legally in any jurisdictions where the nature of the Company's business requires such qualification.

ARTICLE III

MEMBERS' CAPITAL

3.01 Capital Contribution. The Members shall be obligated to make only such capital contributions to the Company as the Members shall agree to in writing. The Initial Member shall be credited with one hundred percent (100%) of the existing capital of the Company.

3.02 Additional Capital Contributions. The Members shall not be required to contribute additional capital to the Company. The Members shall not be obligated to restore any deficit balance in their Capital Accounts.

ARTICLE IV

STATUS OF MEMBERS AND MANAGER

4.01 Limited Liability. Neither the Members nor the Manager shall be bound by or personally liable for, the expenses, liabilities or obligations of the Company. Except as required by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and neither the Members nor the Manager shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member or acting as the Manager of the Company. The Members shall be liable to the Company for the capital contributions specified in Section 3.01 and as may otherwise be required pursuant to the Act. Neither the Members nor the Manager shall be liable for any debts, obligations and liabilities, whether arising in contract, tort or otherwise, of any other Member or any Manager of the Company. The Members shall not be required to loan the Company any funds.

4.02 Return of Distributions of Capital. A Member may, under certain circumstances, be required by law to return to the Company for the benefit of the Company's creditors, amounts previously distributed. No Member shall be obligated to pay those distributions to or for the account of the Company or any creditor of the Company. However, if any court of competent jurisdiction holds that, notwithstanding the provisions of this Agreement, any Member is obligated to return or pay over any part of those distributions, it shall be the obligation of such Member. Any payment returned to the Company or made directly by a Member to a creditor of the Company shall be deemed a Capital Contribution by such Member.

4.03 Reliance by Third Parties. Persons dealing with the Company are entitled to rely conclusively upon the power and authority of the Manager as set forth in this Agreement.

ARTICLE V

COMPENSATION TO THE MEMBERS AND MANAGER

Neither the Members nor the Manager shall receive any compensation directly or indirectly in connection with the formation, operation, and dissolution of the Company except as expressly specified in this Agreement.

ARTICLE VI

COMPANY EXPENSES

6.01 Reimbursement. The Company shall reimburse the Members for all out-of-pocket costs and expenses reasonably incurred by it in connection with the operation and funding of the Company, including any legal fees and expenses.

6.02 Operating Expenses. The Company shall pay the operating expenses of the Company which may include, but are not limited to: (i) all reasonable salaries, compensation and fringe benefits of personnel employed by the Company and involved in the business of the Company; (ii) all costs of funds borrowed by the Company and all taxes and other assessments on the Company's assets and other taxes applicable to the Company; (iii) reasonable legal, audit and accounting fees; (iv) the cost of insurance as required in connection with the business of the Company; (v) reasonable expenses of revising, amending, or modifying this Agreement or terminating the Company; (vi) reasonable expenses in connection with distributions made by the Company, and communications necessary in maintaining relations with Members and outside parties, (vii) reasonable expenses in connection with preparing and mailing reports required to be furnished to Members for investor, tax reporting or other purposes, or other reports to Members; (viii) reasonable costs incurred in connection with any litigation in which the Company is involved, as well as any examination, investigation or other proceedings conducted by any regulatory agency with jurisdiction over the Company, including legal and accounting fees incurred in connection therewith; (ix) property management fees; and (x) reasonable expenses of professionals employed by the Company in connection with any of the foregoing, including attorneys, accountants and appraisers.

ARTICLE VII

ALLOCATION OF INCOME AND LOSS; DISTRIBUTIONS

7.01 Distributions. All Distributions shall be paid to the Initial Member. If there is more than one Member, the Members shall amend this Section 7.01 to reflect the Members' agreement regarding payment of Distributions.

7.02 Allocations of Net Income and Net Losses. Net Income and Net Losses of the Company for each Fiscal Year shall be allocated 100% to the Initial Member. If there is more than one Member, the Members shall amend this Section 7.02 to reflect the Members' agreement regarding allocation of Net Income and Net Losses of the Company.

ARTICLE VIII

ASSIGNMENT OF COMPANY INTERESTS

8.01 Assignment. A Member may assign (whether by sale, exchange, gift contribution, distribution or other transfer, including a pledge or other assignment for security purposes) all or any part of its Company Interest.

8.02 Assignee. Provided the provisions of this Article VIII have been complied with, an Assignee shall be entitled to receive distributions of cash or other property, and allocations of Net Income and Net Losses, from the Company attributable to the assigned Company Interests from and after the effective date of the assignment in accordance with Article VII, but an Assignee shall have no other rights of a Member herein, such as rights to any information, an accounting, inspection of books or records or voting as a Member on matters set forth herein or by law, until such Assignee is admitted as a Member pursuant to the provisions of Article X; except that an Assignee shall have the right solely to receive a copy of the annual financial statements required herein to be provided the Members. The Company shall be entitled to treat the assignor as the absolute owner of the Company Interests in all respects, and shall incur no liability for distributions, allocations of Net Income or Net Losses, or transmittal of reports and notices required to be given to Members which are made in good faith to the assignor until the effective date of the assignment, or, in the case of the transmittal of reports (other than the financial statements referred to above) or notices, until the Assignee is so admitted as a substitute Member. The effective date of an assignment shall be the first day of the calendar month following the month in which the Member has received an executed instrument of assignment in compliance with this Article VIII or the first day of a later month if specified in the executed instrument of assignment. The Assignee shall be deemed an Assignee on the effective date, and shall be only entitled to distributions, Net Income or Net Losses attributable to the period after the effective date of assignment. Each Assignee will inherit the balance of the Capital Account, as of the effective date of Assignment, of the Assignor with respect to the Company Interest transferred.

8.03 Collateral Assignment. Notwithstanding anything to the contrary in the foregoing Section 8.02 and to the extent permitted by the Act, in the event a Member pledges its Company Interest or its Units, or assigns its Company Interests or its Units for security purposes, or

otherwise encumbers its Company Interest or its Units, to a Member's lenders that provide financing to such Member (the "**Lenders**"), (i) such Member may physically deliver the certificate or certificates representing its Units to its Lenders; (ii) the provisions of Article X shall not apply to the admission of any such Lender as a Member upon the exercise by such Lender of any rights and remedies under any of the Member's agreements with such Lender; (iii) such Lender shall be entitled to become a member of the Company and otherwise effect the transfer of the assigning Member's Company Interest and Units to such Lender or such other Person as Lender may select consistent with the terms of the Member's agreements with such Lender upon the exercise by such Lender of any rights and remedies under any of the Member's agreements with such Lender, and such Lender or other Person may thereafter exercise all rights and other entitlements of membership in the Company pertaining thereto, in all cases without being required to comply with the provisions of Article X or to make any required Capital Contributions; and (iv) such Lenders or other Persons to whom the Company Interest or Units are transferred by Lender shall be deemed Members without further action upon the effectiveness of such transfer.

8.04 Other Consents and Requirements. Any assignment, sale, transfer, exchange or other disposition of any Company Interest in the Company or the Units must be in compliance with any requirements imposed by any state securities administrator having jurisdiction over the assignment, sale, transfer, exchange or other disposition of the Company Interest or the Units, and the United States Securities and Exchange Commission.

ARTICLE IX

ISSUANCE OF UNIT CERTIFICATES

9.01 Unit Certificates. Each Member shall be issued a certificate or certificates for Units to denominate such Member's Company Interest. The names of each Member and the number of Units held by such Member, together with the certificate number of each Unit certificate issued to such Member shall be set forth on Exhibit A attached hereto. All certificates shall be signed in the name of the Company by the President and the Chief Financial Officer or Secretary of the Manager, certifying the number of Units owned by the Unit holder. Any or all of the signatures on a certificate may be by facsimile signature.

9.02 Restrictive Legend. In order to reflect the restrictions on disposition of the Units as set forth in this Agreement, the certificates for the Units will be endorsed with a restrictive legend, including without limitation one or both of the following:

"THE UNITS REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY STATE SECURITIES LAWS, AND MAY BE OFFERED AND SOLD ONLY IF SO REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE. THE HOLDER OF THESE UNITS MAY BE REQUIRED TO DELIVER TO THE COMPANY, IF THE COMPANY SO REQUESTS, AN OPINION OF COUNSEL (REASONABLY SATISFACTORY IN FORM AND SUBSTANCE TO THE COMPANY) TO THE EFFECT THAT AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT

(OR QUALIFICATION UNDER STATE SECURITIES LAWS) IS AVAILABLE WITH RESPECT TO ANY TRANSFER OF THESE UNITS THAT HAS NOT BEEN SO REGISTERED (OR QUALIFIED).

THE COMPANY WILL FURNISH WITHOUT CHARGE TO EACH HOLDER WHO SO REQUESTS THE POWERS, DESIGNATIONS, PREFERENCES AND RELATIVE RIGHTS OF THE UNITS. THE UNITS EVIDENCED HEREBY ARE SUBJECT TO AN OPERATING AGREEMENT (A COPY OF WHICH MAY BE OBTAINED UPON WRITTEN REQUEST FROM THE COMPANY). FOR ALL PURPOSES, THIS CERTIFICATE AND THE UNITS IT REPRESENTS SHALL BE DEEMED A SECURITY OR SECURITIES GOVERNED BY ARTICLE VIII OF THE UNIFORM COMMERCIAL CODE."

9.03 Additional Legends. If required by the authorities of any state in connection with the issuance of the Units, the legend or legends required by such state authorities shall also be endorsed on all such certificates.

9.04 Lost Certificates. Except as provided in this Section 9.04, no new certificate for Units shall be issued in lieu of an old certificate unless the latter is surrendered to the Company and canceled at the same time. The Company may, in case any Unit certificate or certificates is lost, stolen or destroyed, authorize the issuance of a new certificate in lieu thereof, upon such terms and conditions as the Company may require, including provision for indemnification of the Company sufficient to protect the Company against any claim that may be made against it, including any expense or liability, on account of the alleged loss, theft or destruction of such certificate or the issuance of such new certificate.

9.05 Uniform Commercial Code. For all purposes under this Agreement and any agreement between the Company and its lenders, all of the Company Interests in the Company and the Units issued by the Company representing the same shall be deemed a security or securities governed by Article VIII of the Uniform Commercial Code.

ARTICLE X

ADMISSION OF ASSIGNEE AS MEMBER

10.01 Requirements. An Assignee may not become a Member unless all of the following conditions are first satisfied:

(a) A duly executed and acknowledged written instrument of assignment is filed with the Company, specifying the Company Interest and the Units being assigned and setting forth the intention of the Assignor that the Assignee succeed to Assignor's interest as a substitute Member;

(b) The Assignor and Assignee shall execute and acknowledge any other instruments that the Company deems necessary or desirable for substitution, including the written acceptance and adoption by the Assignee of the provisions of this Agreement;

(c) The admission of the Assignee is approved by the Members;

(d) Payment of a transfer fee to the Company, sufficient to cover all reasonable expenses connected with the substitution; and

(e) Compliance with Article VIII of this Agreement.

10.02 Issuance of Unit Certificates to Assignees. An Assignee shall be issued a certificate or certificates for the Units it acquires upon satisfaction of the requirements set forth in Section 10.01 and compliance with the requirements of Section 9.04.

ARTICLE XI

BOOKS, RECORDS, ACCOUNTING AND REPORTS

11.01 Books and Records. The Company shall maintain at its principal office all of the following:

(a) A current list of the full name and last known business or residence address of each Member set forth in alphabetical order together with the Capital Contributions and Company Interest owned by each Member;

(b) A copy of the Certificate, this Agreement and any and all amendments to either thereof, together with executed copies of any powers of attorney pursuant to which any certificate or amendment has been executed;

(c) Copies of the Company's federal, state and local income tax or information returns and reports, if any, for the six most recent taxable years;

(d) The financial statements of the Company for the six most recent fiscal years;

(e) The Company books and records for at least the current and past three fiscal years.

11.02 Delivery to Members and Inspection.

(a) Upon the request of a Member, the Company shall promptly deliver to the requesting Member a copy of the information required to be maintained by Section 11.01, except for Section 11.01(e).

(b) Each Member, or his duly authorized representative, has the right, upon reasonable request, to each of the following:

(1) Inspect and copy during normal business hours any of the Company records; and

(2) Obtain from the Company, promptly after becoming available, a copy of the Company's federal, state and local income tax or information returns for each year.

(c) The Company shall send to each Member within eighty-five (85) days after the end of each Fiscal Year the information necessary for the Member to complete its federal and state income tax or information returns. The Company shall use its best efforts to send to each Member such information within seventy-five (75) days after the end of each Fiscal Year.

11.03 Annual Statements. The Company shall cause to be prepared for the Members at least annually, at Company expense financial statements of the Company. The financial statements will include a balance sheet, statements of income or loss, cash flows and Members' equity.

11.04 Bank Accounts. The Company shall maintain appropriate accounts at one or more financial institutions for all funds of the Company as determined by the Manager. Such accounts shall be used solely for the business of the Company. Withdrawals from such accounts shall be made only upon the signature of those persons authorized by the Manager.

11.05 Tax Returns. The Manager shall cause any federal, state or local income tax returns of the Company to be prepared and filed on behalf of the Company, and it shall cause copies of such returns to be furnished to each of the Members.

11.06 Disregarded Entity for Federal and State Income and Franchise Tax Purposes. The Initial Member intends that, so long as there is only one Member, the Company shall be treated as a "domestic eligible entity" that is disregarded as an entity separate from its owner (a "**Disregarded Entity**") for federal, state and local income and franchise tax purposes and shall take all reasonable action, including the amendment of this Agreement and the execution of other documents but without changing the economic relationships created by, or the essential terms of, this Agreement, as may be reasonably required to qualify for and receive treatment as a Disregarded Entity for federal income tax purposes.

ARTICLE XII

DESIGNATION OF RIGHTS, AUTHORITIES, POWERS, RESPONSIBILITIES, DUTIES AND LIMITATIONS OF THE MANAGER

12.01 Authority of Manager.

(a) The Manager shall have the exclusive authority to manage the operations and affairs of the Company, shall have the power on behalf and in the name of the Company to carry out any and all of the objects and purposes of the Company, and shall have all authority, rights, and powers conferred by law and those required or appropriate for the management of the Company business.

(b) The Members agree that all determinations decisions and actions made or taken by the Manager in accordance with this Agreement shall be conclusive and absolutely binding upon the Company, the Members and their respective successors, assigns and personal representatives.

12.02 Acts of Manger. The Manager is the agent of the Company for the purpose of its business, and the acts of the Manger in carrying on the usual business of the Company shall bind the Company, unless (1) the Manager has in fact no authority to act on behalf of the Company in the particular matter, and (2) the person with whom the Manager is dealing has knowledge of the fact that the Manager has no such authority.

12.03 Expenses. The Company will pay, or will reimburse the Manager for all costs and expenses incurred by the Manager in connection with the organization and operations of the Company.

12.04 Matters Requiring Consent. Notwithstanding any other provision of this Agreement to the contrary, actions or decisions with respect to any of the following matters shall require the prior written consent of the Initial Member:

(a) amendment of this Agreement, the Certificate or other organizational documents of the Company;

(b) the admission of additional Members to the Company;

(c) the voluntary bankruptcy or entering into receivership of the Company;

(d) the sale or exchange, or other disposition or transfer of all or substantially all of the assets of the Company;

(e) approval of any merger, consolidation, exchange or reclassification of interest or shares involving the Company, or any other form of reorganization or recapitalization involving the Company;

(f) the dissolution or liquidation of the Company other than as set forth in this Agreement; and

(g) any approval by the Company of any assignment or other transfer, whether voluntarily, involuntarily or by operation of law, by any person of such person’s rights, obligations or duties under any agreement between such person and the Company, consent to which by the Initial Member may be given or withheld in the sole and absolute discretion of the Initial Member.

12.05 Officers.

(a) The Manager may appoint officers of the Company at any time. The officers of the Company, if deemed necessary by the Manager may include a president, one or more vice presidents, secretary and one or more assistant secretaries, and chief financial officer (and one or more assistant treasurers). Any individual may hold any number of offices. The officers shall exercise such powers and perform such duties as specified in this Agreement and as shall be determined from time to time by the Manager.

(b) Subject to the rights, if any, of an officer under a contract of employment, any officer may be removed, either with or without cause, by the Manager at any time. Any officer may resign at any time by giving written notice to the Company. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice; and, unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the Company under any contract to which the officer is a party. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in this Agreement for regular appointments to that office.

(c) The president shall be the chief executive officer of the Company, and shall, subject to the control of the Manager, have general and active management of the business of the Company and shall see that all orders and resolutions of the Manager are carried into effect. The president shall have the general powers and duties of management usually vested in the office of president of a corporation, and shall have such other powers and duties as may be prescribed by a Manager or this Agreement. The president shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the Company, except where required or permitted by law to be otherwise signed and executed, and except where the signing and execution thereof shall be expressly delegated by the Manager to some other officer or agent of the Company.

(d) The vice-president, or if there shall be more than one, the vice-presidents in the order determined by the Manager, shall, in the absence or disability of the president, perform the duties and exercise the powers of the president and shall perform such other duties and have such other powers as the Manager may from time to time prescribe.

(e) The secretary shall attend all meetings of the Members, and shall record all the proceedings of the meeting in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The secretary shall give or cause to be given, notice of all meetings of the Members and shall perform such other duties as may be prescribed by the Manager. The secretary shall have custody of the seal, if any, of the Company and the Secretary shall have authority to affix the same to any instrument requiring it, and when so affixed, it may he attested by his or her signature. The secretary shall keep, or cause to be kept at the principal executive office or at the office of the Company’s transfer agent or registrar, as determined by the Manager, all documents described in Section 11.01 and such other documents as may be required under the Act. The secretary shall perform such other duties and have such other authority as may be prescribed elsewhere in this Agreement or from time to time by the Manager. The secretary shall have the general duties, powers and responsibilities of a secretary of a corporation.

(f) The chief financial officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the Company, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, Capital Accounts and Company Interests. The chief financial

officer shall have the custody of the funds and securities of the Company, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company, and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Manager. The chief financial officer shall disburse the funds of the Company as may be ordered by the Manager. The chief financial officer shall perform such other duties and shall have such other responsibility and authority as may be prescribed elsewhere in this Agreement from time to time by the Manager. The chief financial officer shall have the general duties, powers and responsibilities of a chief financial officer of a corporation, and shall be the chief financial and accounting officer of the Company.

ARTICLE XIII

RIGHTS, POWERS AND VOTING RIGHTS OF THE MEMBERS

13.01 Request for Vote. In the event there is more than one Member, any Member holding in the aggregate a Company Interest which equals or exceeds five percent (5%) may call a meeting of the Members for a vote, or may call for a vote without a meeting. In either event, such Member shall establish a date for the meeting on which votes shall be counted and shall mail by first class mail a notice to all Members of the time and place of the Company meeting, if called, and the general nature of the business to be transacted, or if no such meeting has been called, of the matter or matters to be voted and the date which the votes will be counted.

13.02 Procedures. In the event there is more than one Member, each Member shall be entitled to cast one vote for each full Unit held of record by such Member: (i) at a meeting, in person, by written proxy or by a signed writing directing the manner in which he desires that his vote be cast, which writing must be received by the Company prior to such meeting, or (ii) without a meeting, by a signed writing directing the manner in which he desires that his vote be cast, which writing must be received by the Company prior to the date on which the votes of Members are to be counted. Only the votes of Members of record on the notice date, whether at a meeting or otherwise, shall be counted.

13.03 Action By Consent. Notwithstanding anything to the contrary contained in this Article XIII, any action or approval required or permitted by this Agreement to be taken or given by the Initial Member or at any meeting of Members (whether by vote or consent), may be taken or given without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken or approval so given, shall be signed by the Initial Member, or if there is more than one Member, by Members owning Company Interests having not less than the minimum number of votes that would be necessary to authorize or take such action or give such approval at a meeting at which all Members entitled to vote thereon were present and voted. Prompt notice of the taking of any action or the giving of any approval without a meeting by less than unanimous written consent shall be given to those Members who have not consented in writing.

ARTICLE XIV

DISSOLUTION OF THE COMPANY

14.01 Termination of Membership. No Member shall resign from the Company, or take any voluntary action to commence bankruptcy proceedings or dissolve itself. The bankruptcy of a Member shall not be considered a withdrawal by such Member from the Company and such Member shall continue to be a Member of the Company. If any Member ceases to be a Member for any reason, the business of the Company shall be continued by the remaining Members, provided, however, if there are no remaining Members, the successor in interest to the last remaining Member may elect to continue the business.

14.02 Events of Dissolution or Liquidation. The Company shall be dissolved upon the happening of any of the following events:

(a) The failure of the successor-in-interest to the last remaining Member to continue the Company in accordance with the provisions of Section 14.01 hereof after the termination of such Member's membership;

(b) The sale, exchange, or other disposition or transfer of all or substantially all of the assets of the Company;

(c) Upon the unanimous consent of the Members; or

(d) Subject to any provision of this Agreement that limits or prevents dissolution, the happening of any event that, under the Act caused the dissolution of a limited liability company.

14.03 Liquidation. Upon dissolution of the Company for any reason, the Company shall immediately commence to windup its affairs. A reasonable period of time shall be allowed for the orderly termination of the Company business, discharge of its liabilities and distribution or liquidation of the remaining assets so as to enable the Company to minimize the normal losses attendant to the liquidation process. A full accounting of the assets and liabilities of the Company shall be taken and a statement thereof shall be furnished to each Member within thirty (30) days after the dissolution. Such accounting and statements shall be prepared under the direction of the Member or, by a liquidating trustee selected by unanimous consent of the Members. The Company property and assets and/or the proceeds from the liquidation thereof shall be applied in the following order of priority:

(a) First, payment of the debts and liabilities of the Company, in the order of priority provided by law (including any loans by the Members to the Company) and payment of the expenses of liquidation;

(b) Second, setting up of such reserves as the Manager or liquidating trustee may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company or any obligation or liability not then due and payable; provided, however, that any such reserve shall be paid over by the Manager or liquidating trustee to an escrow agent, to be held by such escrow agent for the purpose of disbursing such reserves in payment of such

liabilities, and, at the expiration of such escrow period as the Manager or liquidating trustee shall deem advisable but not to exceed one calendar year, to distribute the balance thereafter remaining in the manner hereinafter provided; and

(c) Third, to the Members in accordance with the provisions of Section 7.01.

14.04 Certificate of Cancellation. As soon as possible (but in no event later than 90 days) following the completion of the winding up of the Company, the Manager (or any other appropriate representative of the Company) shall execute a certificate of cancellation in the form prescribed by the Act and shall file the same with the office of the Secretary of State of the State of West Virginia.

ARTICLE XV

MISCELLANEOUS

15.01 Severability. If any term or provision of this Agreement is held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of the remainder of this Agreement.

15.02 General. This Agreement: (i) shall be binding on the executors, administrators, estates, heirs and legal successors of the Members and Manager; (ii) be governed by and construed in accordance with the laws of the State of West Virginia (without regard to principles of conflict of laws); (iii) may be executed in more than one counterpart as of the day and year first above written; and (iv) contains the entire limited liability company agreement with respect to the Company. The waiver of any of the provisions, terms or conditions contained in this Agreement shall not be considered as a waiver of any of the other provisions, terms or conditions hereof.

15.03 Notices, Etc. All notices and other communications required or permitted hereunder shall be in writing and shall be deemed effectively given upon personal delivery, confirmation of telex or telecopy, or upon the fifth day following mailing by registered mail, postage prepaid, addressed (a) if to any Member at such addresses as set forth on the records of the Company, or at such other address as any Member shall have furnished to the Company in writing, (b) if to the Company or the Manager, at 20400 Stevens Creek Blvd., Suite 600, Cupertino, California 95014.

15.04 Amendment. This Agreement may only be modified or amended if approved by all of the Members.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned has adopted this Operating Agreement as of the day and year first set forth above.

MEMBER:

CRC Health Corporation,
a Delaware corporation

By: /s/ Kevin Hogge
Kevin Hogge
Chief Financial Officer

ACKNOWLEDGED AND AGREED:

MANAGER:

CRC Health Management, Inc.,
a Delaware corporation

By: /s/ Kevin Hogge
Kevin Hogge
Chief Financial Officer

EXHIBIT A

MEMBERS

Member	Member's Company Interest	Number of Units	Certificate Number
CRC Health Corporation	100%	100	1

Exhibit 3.147

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:52 AM 01/21/2015
FILED 10:45 AM 01/21/2015
SRV 150075014 - 5678222 FILE

CERTIFICATE OF FORMATION
OF
PARK ROYAL FEE OWNER, LLC

Pursuant to Section 18-201 of the Delaware Limited Liability Company Act (the "Act"), the undersigned, desiring to form a limited liability company, does hereby certify as follows:

1. The name of the limited liability company is Park Royal Fee Owner, LLC (the "Company").

2. The address of the Company's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801. The name of the registered agent is The Corporation Trust Company.

3. This Certificate of Formation shall be effective upon filing with the Delaware Secretary of State.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation on this 20th day of January, 2015.

/s/ Christopher L. Howard
Christopher L. Howard, Authorized Person

Exhibit 3.148

LIMITED LIABILITY COMPANY AGREEMENT

OF

PARK ROYAL FEE OWNER, LLC

This Limited Liability Company Agreement (the "Agreement") of Park Royal Fee Owner, LLC, a Delaware limited liability company (the "Company"), is entered into by and between Acadia Healthcare Company, Inc., a Delaware corporation (the "Member") and the persons admitted to the Company as members who shall be identified on Schedule A, as amended from time to time, effective as of January 21, 2015.

WHEREAS, the Member desires to form the Company as a limited liability company in accordance with the Delaware Limited Liability Company Act (as amended, the "Act");

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Organization. Effective January 21, 2015, the Company was formed as a Delaware limited liability company by the filing of a certificate of formation in the office of the Secretary of State of Delaware (the "Certificate").

Section 2. Registered Office; Registered Agent. The registered office of the Company in the State of Delaware will be the initial registered office designated in the Certificate or such other office (which need not be a place of business of the Company) as the Member may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Delaware will be the initial registered agent designated in the Certificate, or such other person as the Member may designate from time to time in the manner provided by law. The principal office of the Company will be at such location as the Member may designate from time to time, which need not be in the State of Delaware.

Section 3. Powers. The Company will have all powers permitted to be exercised by a limited liability company organized in the State of Delaware.

Section 4. Term. The Company commenced on the date the Certificate was filed with the Secretary of State of Delaware, and will continue in existence until terminated pursuant to this Agreement.

Section 5. Fiscal Year. The fiscal year of the Company for financial statement and federal income tax purposes will end on December 31 unless otherwise determined by the Member.

Section 6. Member. The Member owns 100% of the limited liability company interests in the Company.

Section 7. Address. The address of the Member is set forth below;

6100 Tower Circle, Suite 1000
Franklin, TN 37067

Section 8. New Members. No person may be admitted as a member of the Company without the approval of the Member.

Section 9. Liability to Third Parties. The Member will not have any personal liability for any obligations or liabilities of the Company, whether such liabilities arise in contract, tort or otherwise.

Section 10. Capital Contributions. On or before the date hereof, the Member has made a capital contribution in cash to the Company in the amount of $100.00. The Member will not be required to make any additional capital contributions to the Company except as may otherwise be agreed to by the Member.

Section 11. Participation in Profits and Losses. All profits and losses of the Company will be allocated to the Member.

Section 12. Distributions. Distributions will be made by the Company to the Member at such times as may be determined by the Member.

Section 13. Management. The power and authority to manage, direct and control the Company will be vested solely in the Member.

Section 14. Officers. The Member may, from time to time, designate one or more individuals to be officers of the Company, with such titles as the Member may assign to such individuals. The initial officers of the Company will be a President, a Secretary and two Vice Presidents as more specifically provided below. Officers so designated will have such authority and perform such duties as the Member may from time to time delegate to them. Any number of officer positions may be held by the same individual. Any officer may resign as such at any time by providing written notice to the Company. Any officer may be removed as such, either with or without cause, by the Member, in its sole discretion. Any vacancy occurring in any officer position of the Company may be filled by the Member. The officers of the Company, if and when designated by the Member, will have the authority, acting individually, to bind the Company.

Section 15. President. The President will, subject to the control of the Member, have general supervision, direction and control of the business and affairs of the Company. Subject to the control of the Member, the President will have the general powers and duties of management usually vested in the office of president and chief executive officer of corporations, and will have such other powers and duties as may be prescribed by the Member.

Section 16. Secretary. The Secretary will, subject to the control of the Member, prepare and keep the minutes of the proceedings of the Company in books provided for that purpose, see that all notices are duly given in accordance with the provisions of the Act, be custodian of the Company records, and will have the general powers and duties usually vested in the office of secretary of corporations, and will have such other powers and duties as may be prescribed by the Member.

Section 17. Vice Presidents. The Vice Presidents will, subject to the control of the Member, perform such duties as may be assigned to them by the President and will have the general powers and duties usually vested in the office of vice president of corporations, and will have such other powers and duties as may be prescribed by the Member. In the case of the death, disability or absence of the President, a Vice President shall perform and be vested with all the duties and powers of the President until the Member appoints a new President.

Section 18. Indemnification. The Company shall indemnify any individual who is or was a party or is or was threatened to be made a party to any action, suit, or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was an officer of the Company against expenses (including reasonable attorneys' fees and expenses), judgments, fines and amounts paid in settlement actually and reasonably incurred by such individual in connection with such action, suit or proceeding, to the extent permitted by applicable law. The right to indemnification conferred in this Section 18 includes the right of such individual to be paid by the Company the expenses incurred in defending any such action in advance of its final disposition (an "Advancement of Expenses"); provided, however, that the Company will only make an Advancement of Expenses upon delivery to the Company of an undertaking, by or on behalf of such Indemnitee, to repay all amounts so advanced if it is ultimately determined that such Indemnitee is not entitled to be indemnified under this Section 18 or otherwise.

Section 19. Dissolution. The Company will dissolve and its affairs will be wound up as may be determined by the Member, or upon the earlier occurrence of any other event causing dissolution of the Company under the Act. In such event, the Member will proceed diligently to wind up the affairs of the Company and make final distributions, and will cause the existence of the Company to be terminated.

Section 20. Amendment or Modification. This Agreement may be amended or modified from time to time only by a written instrument that is executed by the Member.

Section 21. Binding Effect. This Agreement will be binding on and inure to the benefit of the Member and its successors and assigns.

Section 22. Governing Law. This Agreement is governed by and will be construed in accordance with the law of the State of Delaware without regard to the conflicts of law principles thereof.

IN WITNESS THEREOF, the parties hereto have executed this Agreement effective as of the date set forth above.

MEMBER:

ACADIA HEALTHCARE COMPANY, INC.

By: /s/ Christopher L. Howard
Name: Christopher L. Howard
Its: Executive Vice President and Secretary

Schedule A

None.

State of West Virginia

Certificate

I, Natalie E. Tennant, Secretary of State of the State of West Virginia, hereby certify that

PARKERSBURG TREATMENT CENTER, INC.
(A West Virginia Corporation)

filed Articles of Conversion in my office as required by the provisions of the West Virginia Code and was found to conform to law.

Therefore, I issue this

CERTIFICATE OF CONVERSION

Converting the corporation to:

PARKERSBURG TREATMENT CENTER, LLC
(A West Virginia Limited Liability Company)

Given under my hand and the Great Seal of the State of West Virginia on

September 30, 2009

Natalie E. Tennant

Secretary of State

Natalie E. Tennant
Secretary of State
State Capitol Bldg.
1900 Kanawha Blvd. East
Charleston, WV 25305

www.wvsos.com

Penney Barker, Manager
Corporations Division
Tel: (304) 558-8000
Fax: (304) 558-8381
Hrs - 8:30-5:00pm

business@wvsos.com

FEE: $25

WEST VIRGINIA
STATEMENT OF CONVERSION

of a domestic corporation to a domestic limited liability company
(form to accompany the articles of organization)

In accordance with §31D-11-1109 of the Code of West Virginia, the undersigned organization adopts the following Articles of Conversion.
(Check appropriate boxes and complete each line of the application)

1. ☑ The corporation was converted to a limited liability company

2. The name of the corporation that converted to a limited liability company, and if it has been changed, the name under which it was originally incorporated is:
PARKERSBURG TREATMENT CENTER, INC.

3. The date of filing of its original articles of incorporation with the West Virginia Secretary of State's Office is: June 11, 2001 .

4. The name of the limited liability company into which the corporation shall be converted is:
PARKERSBURG TREATMENT CENTER, LLC

5. The following statement must be checked before the Secretary of State can approve the conversion.

   ☑ The conversion has been approved in accordance with the provisions of West Virginia Code §31D-11-1109. (see below)

31D-11-1109 (b) The Board of Directors of the corporation which desires to convert under this section shall adopt a plan of conversion approving the conversion and recommending the approval of the conversion by the shareholders of the corporation. Such resolution shall be submitted to the shareholders of the corporation at an annual or special meeting. The corporation must notify each shareholder, whether or not entitled to vote of the meeting of shareholders at which the plan of conversion is to be submitted for approval. At the meeting, t he plan of conversion shall be considered and a vote taken for its adoption or rejection. Approval of the plan of conversion requires the approval of all of the shareholders, whether or not entitled to vote.

6. The requested effective date is: ☐ the date and time of filing
[Requested date may not be earlier than filing nor later than 90 days after filing.] ☑ the following date: SEPTEMBER 30, 2009

7. Contact name and number of person to reach in case of problem with filing: (optional, however, listing one may help to avoid a return or rejection of filing if there appears to be a problem with the document)

Name: NATHANIEL WEINER Phone: 408-387-0045

8. Signature of person executing document:

Pamela B Bole
Signature

SECRETARY
Capacity in which he/she is signing
(Example: member, manager, etc.)

Natalie E. Tennant
Secretary of State
State Capitol Building
1900 Kanawha Blvd. East
Charleston, WV 25305-0770

Penney Barker, Manager
Corporations Division
Tel: (304) 558-8000
Fax: (304) 558-8381
Hours: 8:30 a.m. - 5:00 p.m. ET

WEST VIRGINIA
ARTICLES OF ORGANIZATION
OF LIMITED LIABILITY COMPANY

Control #_____

We, acting as organizers according to West Virginia Code §31B-2-202, adopt the following Articles of Organization for a West Virginia Limited Liability Company:

1. **The name of the West Virginia limited liability company shall be:** (The name must contain one of the required terms such as "limited liability company" or abbreviations such as "LLC" or "PLLC"–see instructions for list of acceptable terms.) PARKERSBURG TREATMENT CENTER, LLC

2. The company will be an: ☑ LLC ☐ professional LLC for the profession of _____

3. The **address** of the initial **designated office** of the company in WV, if any, will be: (need not be a place of the company's business)
   Street: NATIONAL REGISTERED AGENTS, INC.
   300 KANAWHA BLVD.
   City/State/Zip: CHARLESTON 25321 WV

4. The mailing address of the **principal office**, if different, will be:
   Street/Box: 20400 STEVENS CREEK BLVD., SUITE 600
   City/State/Zip: CUPERTINO, CA 95014

5. The name and mailing address of the **agent for service of process**, if any, is:
   Name: NATIONAL REGISTERED AGENTS, INC.
   Street: 300 KANAWHA BLVD.
   City/State/Zip: CHARLESTON, WV 25321

6. The name and address of each organizer.

Name	No. & Street	City, State, Zip
PAMELA B. BURKE	20400 STEVENS CREEK BLVD., #600	CUPERTINO, CA 95014

7. The company will be:
   ☑ an at-will company, for an indefinite period.
   ☐ a term company, for the term of _____ years.

8. The Company will be:

☑ **member-managed.** [List the name and address of each member with signature authority, attach an extra sheet if needed] OR ☐ **manager-managed,** [List the name and address of each manager with signature authority, attach an extra sheet if needed.]

Name	Address	City, State, Zip
NATIONAL SPECIALTY CLINICS, LLC	20400 STEVENS CREEK BLVD, #600	CUPERTINO, CA 95014

9. All or specified members of a limited liability company are liable in their capacity as members for all or specified debts, obligations or liabilities of the company.

☑ NO -- All debts, obligations and liabilities are those of the company.

☐ YES -- Those persons who are liable in their capacity as members for all debts, obligations or liability of the company have consented to this in writing.

10. The **purposes** for which this limited liability company is formed are as follows:
(Describe the type(s) of business activity which will be conducted, for example, "real estate," "construction of residential and commercial buildings," "commercial printing," "professional practice of architecture.")

Chemical dependency treatment services and any other lawful purpose.

11. Other provisions which may be set forth in the operating agreement or matters not inconsistent with law:
[See instructions for further information; use extra pages if necessary.]

12. The number of pages attached and included in these Articles is 0.

13. The requested effective date is: ☐ the date & time of filing
[Requested date may not be earlier than filing nor later than 90 days after filing.]
☑ the following date September 30, 2009 and time _____

Contact and Signature Information:

14. The number of acres it holds or expects to hold in West Virginia is: None

Phone # 408-367-0045 Contact person: Nathaniel Weiner

15. Signature of manager of a manager-managed company, member of a member-managed company, person organizing the company, if the company has not been formed or attorney-in-fact for any of the above.

Name [print or type]	Title/Capacity	Signature
Pamela B. Burke	Secretary	Pamela B Burke

Exhibit 3.150

AMENDED AND RESTATED
OPERATING AGREEMENT
OF
PARKERSBURG TREATMENT CENTER, LLC

This Amended and Restated Operating Agreement (the "Agreement") of Parkersburg Treatment Center, LLC, a West Virginia limited liability company (the "Company"), is entered into by and between National Specialty Clinics, LLC, a Delaware limited liability company (the "Member") and the persons admitted to the Company as members who shall be identified on Schedule A, as amended from time to time, effective as of February 12, 2015.

WHEREAS, the Company is currently operating under a certain Operating Agreement, dated September 30, 2009 (the "Operating Agreement").

WHEREAS, the Member has deemed it in the best interest of the Company to amend and restate the Operating Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Organization. Effective September 30, 2009, the Company was converted from a corporation to a single-member limited liability company by the filing of a Certificate of Conversion in the office of the Secretary of State of West Virginia (the "Certificate").

Section 2. Registered Office: Registered Agent. The registered office of the Company in the State of West Virginia will be the initial registered office designated in the Certificate or such other office (which need not be a place of business of the Company) as the Member may designate from time to time in the manner provided by law. The registered agent of the Company in the State of West Virginia will be the initial registered agent designated in the Certificate, or such other person as the Member may designate from time to time in the manner provided by law. The principal office of the Company will be at such location as the Member may designate from time to time, which need not be in the State of West Virginia.

Section 3. Powers. The Company will have all powers permitted to be exercised by a limited liability company organized in the State of West Virginia.

Section 4. Term. The Company commenced on the date the Certificate was filed with the Secretary of State of West Virginia, and will continue in existence until terminated pursuant to this Agreement.

Section 5. Fiscal Year. The fiscal year of the Company for financial statement and federal income tax purposes will end on December 31 unless otherwise determined by the Member.

Section 6. Member. The Member owns 100% of the limited liability company interests in the Company.

Section 7. Address. The address of the Member is set forth below:

6100 Tower Circle, Suite 1000
Franklin, TN 37067

Section 8. New Members. No person may be admitted as a member of the Company without the approval of the Member.

Section 9. Liability to Third Parties. The Member will not have any personal liability for any obligations or liabilities of the Company, whether such liabilities arise in contract, tort or otherwise.

Section 10. Capital Contributions. On or before the date hereof, the Member has made a capital contribution in cash to the Company in the amount of $100.00. The Member will not be required to make any additional capital contributions to the Company except as may otherwise be agreed to by the Member.

Section 11. Participation in Profits and Losses. All profits and losses of the Company will be allocated to the Member.

Section 12. Distributions. Distributions will be made by the Company to the Member at such times as may be determined by the Member.

Section 13. Management. The power and authority to manage, direct and control the Company will be vested solely in the Member.

Section 14. Officers. The Member may, from time to time, designate one or more individuals to be officers of the Company, with such titles as the Member may assign to such individuals. The initial officers of the Company will be a President, a Secretary and two Vice Presidents as more specifically provided below. Officers so designated will have such authority and perform such duties as the Member may from time to time delegate to them. Any number of officer positions may be held by the same individual. Any officer may resign as such at any time by providing written notice to the Company. Any officer may be removed as such, either with or without cause, by the Member, in its sole discretion. Any vacancy occurring in any officer position of the Company may be filled by the Member. The officers of the Company, if and when designated by the Member, will have the authority, acting individually, to bind the Company.

Section 15. President. The President will, subject to the control of the Member, have general supervision, direction and control of the business and affairs of the Company. Subject to the control of the Member, the President will have the general powers and duties of management usually vested in the office of president and chief executive officer of corporations, and will have such other powers and duties as may be prescribed by the Member.

Section 16. Secretary. The Secretary will, subject to the control of the Member, prepare and keep the minutes of the proceedings of the Company in books provided for that purpose, see that all notices are duly given in accordance with the provisions of the Act, be custodian of the Company records, and will have the general powers and duties usually vested in the office of secretary of corporations, and will have such other powers and duties as may be prescribed by the Member.

Section 17. Vice Presidents. The Vice Presidents will, subject to the control of the Member, perform such duties as may be assigned to them by the President and will have the general powers and duties usually vested in the office of vice president of corporations, and will have such other powers and duties as may be prescribed by the Member. In the case of the death, disability or absence of the President, a Vice President shall perform and be vested with all the duties and powers of the President until the Member appoints a new President.

Section 18. Indemnification. The Company shall indemnify any individual who is or was a party or is or was threatened to be made a party to any action, suit, or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a manager, officer, employee or agent of the Company against expenses (including reasonable attorneys' fees and expenses), judgments, fines and amounts paid in settlement actually and reasonably incurred by such individual in connection with such action, suit or proceeding, to the extent permitted by applicable law. The right to indemnification conferred in this Section 18 includes the right of such individual to be paid by the Company the expenses incurred in defending any such action in advance of its final disposition (an "Advancement of Expenses"); provided, however, that the Company will only make an Advancement of Expenses upon delivery to the Company of an undertaking, by or on behalf of such Indemnitee, to repay all amounts so advanced if it is ultimately determined that such Indemnitee is not entitled to be indemnified under this Section 18 or otherwise.

Section 19. Dissolution. The Company will dissolve and its affairs will be wound up as may be determined by the Member, or upon the earlier occurrence of any other event causing dissolution of the Company under the Act. In such event, the Member will proceed diligently to wind up the affairs of the Company and make final distributions, and will cause the existence of the Company to be terminated.

Section 20. Amendment or Modification. This Agreement may be amended or modified from time to time only by a written instrument that is executed by the Member.

Section 21. Binding Effect. This Agreement will be binding on and inure to the benefit of the Member and its successors and assigns.

Section 22. Governing Law. This Agreement is governed by and will be construed in accordance with the law of the State of West Virginia without regard to the conflicts of law principles thereof.

IN WITNESS THEREOF, the undersigned hereto has executed this Agreement effective as of the date set forth above.

MEMBER:

NATIONAL SPECIALTY CLINICS, LLC

By: /s/ Christopher L. Howard
Christopher L. Howard
Vice President and Secretary

Schedule A

None

Exhibit 3.165

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
PROFESSIONAL RECOVERY NETWORK, S.C.

These Restated Articles of Incorporation of Professional Recovery Network, S.C., a corporation organized under Chapter 180 of the Wisconsin Statutes, supersede and take the place of the existing Articles and any amendments and restatements thereto:

ARTICLE I

The name of the corporation is Quality Addiction Management, Inc.

ARTICLE II

The period of existence of the corporation shall be perpetual.

ARTICLE III

The purpose for which the corporation is organized is to engage in any lawful activity within the purposes for which a corporation may be organized under the Wisconsin Business Corporation Law, Chapter 180 of the Wisconsin Statutes.

ARTICLE IV

The aggregate number of shares that the corporation shall have authority to issue is 112,000 shares of common stock, each with a $0.08 1/3 par value, each share shall be equal to every other share of common stock and the same shall not be divided into different classes nor shall there exist as between such shares any difference in designation, voting power, restrictions or qualifications. No shareholder shall have any preemptive right to acquire unissued shares or securities convertible into such shares or carrying a right to subscribe to or acquire shares.

ARTICLE V

The name and address of the registered agent and registered office of the corporation are Michael Goldstone, M.D., 2422 Grandview Blvd, Waukesha, Wisconsin 53188.

ARTICLE VI

The number of directors constituting the board of directors of the corporation shall be fixed by, or in the manner provided by, the bylaws, but in no case shall be less than one (1).

ARTICLE VII

The articles may be amended in the manner authorized by law at the time of the amendment.

ARTICLE VIII

These Amended and Restated Articles of Incorporation shall have a delayed effective time/date of 11:59 p.m. on December 31, 2004.

* *

CERTIFICATE

Pursuant to Section 180.1007(4) of the Wisconsin Statutes:

1. The name of the corporation is Professional Recovery Network, S. C.

2. The foregoing Amended and Restated Articles of Incorporation contain amendments to the Articles of Incorporation requiring shareholder approval.

3. The Articles of Incorporation and any amendments thereto in effect immediately prior to the effectiveness of the foregoing Amended and Restated Articles of Incorporation are deleted in their entirety and replaced in their entirety by the text of the foregoing Amended and Restated Articles of Incorporation.

4. The foregoing Restated Articles of Incorporation do not provide for an exchange, reclassification or cancellation of issued shares of the corporation.

5. The foregoing Amended and Restated Articles of Incorporation were adopted on December 2, 2004 by unanimous written consent of the board of directors and shareholders in accordance with Sections 180.0704 and 180.0821 of the Wisconsin Statutes.

6. The foregoing Amended and Restated Articles of Incorporation were adopted in accordance with the provisions of Sections 180.1003 and 180.1004 of the Wisconsin Statutes.

Dated at Milwaukee, Wisconsin this 2nd day of December, 2004.

/s/ Charles J. Engel, M.D.
Charles J. Engel, M.D., President

This instrument was drafted by and is returnable to:

Bret A. Roge, Esq.
Michael Best & Friedrich LLP
100 East Wisconsin Avenue
Suite 3300
Milwaukee, Wisconsin 53202

AMENDED AND RESTATED

BYLAWS

OF

QUALITY ADDICTION MANAGEMENT, INC.

(a Wisconsin corporation)

AMENDED AND RESTATED

BYLAWS

OF

QUALITY ADDICTION MANAGEMENT, INC.

(a Wisconsin corporation)

Introduction - Variable References

0.01. Date of annual shareholders' meeting (See Section 2.01): 2:00 O'clock P.M. on the second Tuesday of May beginning in 2005

0.02. Required notice of shareholders' meeting (See Section 2.04): not more than 30 days, but not less than 10 days.

0.03. Authorized number of Directors (See Section 3.01): Three

0.04. Required notice of Directors' meeting (See Section 3.05): not less than forty-eight hours.

ARTICLE I. OFFICES

1.01 Principal and Business Offices. The Corporation may have such principal and other business offices, either within or without the State of Wisconsin, as the Board of Directors may designate or as the business of the Corporation may require from time to time.

1.02 Registered Office. The registered office of the Corporation required by the Wisconsin Business Corporation Law to be maintained in the State of Wisconsin may be, but need not be, identical with the principal office in the State of Wisconsin, and the address of the registered office may be changed from time to time by the Board of Directors or by the registered agent. The business office of the registered agent of the Corporation shall be identical to such registered office.

ARTICLE II. SHAREHOLDERS

2.01 Annual Meeting. The annual meeting of the shareholders shall be held at the date and hour in each year set forth in Section 0.01, or at such other time and date within 30 days before or after said date as may be fixed by or under the authority of the Board of Directors, for the purpose of electing Directors and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday in the State of Wisconsin, such meeting shall be held on the next succeeding business day. If the election of Directors shall not be held on the day designated herein, or fixed as herein provided, for any annual meeting of the shareholders, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the shareholders as soon thereafter as conveniently may be.

2.02 Special Meeting. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by the Wisconsin Business Corporation Law, may be called by the President, the Board of Directors, or the holders of at least ten percent of all the votes entitled to be cast on any issue proposed to be considered at the proposed special meeting who sign, date and deliver to the Corporation one or more written demands for the meeting describing one or more purposes for which it is to be held. The record date for determining shareholders entitled to demand a special meeting shall be the date that the first shareholder signs the demand. If duly called, the Corporation shall communicate notice of a special meeting as set forth in Section 2.04.

2.03 Place of Meeting. The Board of Directors may designate any place, either within or without the State of Wisconsin, as the place of meeting for any annual meeting or for any special meeting. If no designation is made, the place of meeting shall be the principal business office of the Corporation in the State of Wisconsin [or such other suitable place in the county of such principal office as may be designated by the person calling such meeting, but any meeting may be adjourned to reconvene at any place designated by vote of a majority of the shares represented thereat].

2.04 Notice of Meeting. Notice may be communicated in person, by telephone, telegraph, teletype, facsimile or other form of wire or wireless communication, or by mail or private carrier, and, if these forms of personal notice are impracticable, notice may be communicated by a newspaper of general circulation in the area where published, or by radio, television or other form of public broadcast communication. Such notice stating the place, day and hour of the meeting and, in case of a special meeting, a description of each purpose for which the meeting is called, shall be communicated or sent not less than the number of days set forth in Section 0.02 (unless a longer period is required by the Wisconsin Business Corporation Law or the Articles of Incorporation) nor more than 60 days before the date of the meeting, by or at the direction of the President, or the Secretary, or other Officer or persons calling the meeting, to each shareholder of record entitled to vote at such meeting. Written notice is effective at the earliest of the following:

(i) when received;

(ii) on deposit in the U.S. mail, if mailed postpaid and correctly addressed; or

(iii) on the date shown on the return receipt, if sent by registered or certified mail, return receipt requested and the receipt is signed by or on behalf of the addressee.

Written notice to a shareholder shall be deemed correctly addressed if it is addressed to the shareholder's address shown in the Corporation's current record of shareholders. Oral notice is effective when communicated and the Corporation shall maintain a record setting forth the date, time, manner and recipient of the notice.

2.05 Fixing of Record Date. A "shareholder" of the Corporation shall mean the person in whose name shares are registered in the stock transfer books of the Corporation or the beneficial owner of shares to the extent of the rights granted by a nominee certificate on file with the Corporation. Such nominee certificates, if any, shall be reflected in the stock transfer books of the Corporation. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, the Board of Directors shall fix a future date not less than ten days and not more than 70 days prior to the date of any meeting of shareholders for the determination of the shareholders entitled to notice of, or to vote at, such meeting. If no record date is fixed for the determination of shareholders entitled to notice of or to vote at a meeting of shareholders, the close of business on the day before the notice of the meeting is mailed shall be the record date for such determination of shareholders. The Board of Directors also may fix a future date as the record date for the purpose of determining shareholders entitled to take any other action or determining shareholders for any other purpose, which record date shall not be more than 70 days prior to the date on which the particular action, requiring such determination of shareholders, is to be taken. When a determination of shareholders entitled to vote at any meeting of shareholders has been made as provided in this Section, such determination shall be applied to any adjournment thereof unless the Board of Directors fixes a new record date, which it shall do if the meeting is adjourned to a date more than 120 days after the date fixed for the original meeting. The record date for determining shareholders entitled to a distribution or a share dividend shall be the date on which the Board of Directors authorizes the distribution or share dividend, as the case may be, unless the Board of Directors fixes a different record date.

2.06 Voting Record. The Officer or agent having charge of the stock transfer books for shares of the Corporation shall, before each meeting of shareholders, make a complete list of the shareholders entitled to vote at such meeting, or any adjournment thereof, with the address of and the number of shares held by each. The Corporation shall make the shareholders' list available for inspection by any shareholder beginning two business days after the notice of meeting is given for which the list was prepared and continuing to the date of the meeting, at the Corporation's principal office. Such record also shall be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any shareholder during the whole time of the meeting for the purposes of the meeting. A shareholder or his or her agent or attorney may, on written demand, inspect and copy the list subject to the requirements set forth in Sections 180.1602 and 180.0720 of the Wisconsin Business Corporation Law. The original stock transfer books shall be prima facie evidence as to who are the shareholders entitled to examine such record or transfer books or to vote at any meeting of shareholders. Failure to comply with the requirements of this section shall not affect the validity of any action taken at such meeting.

2.07 Quorum and Voting Requirements; Postponements; Adjournments. Shares entitled to vote as a separate voting group as defined in the Wisconsin Business Corporation Law may take action on a matter at a meeting only if a quorum of those shares exists with respect to that matter. Unless the Articles of Incorporation or the Wisconsin Business Corporation Law provides otherwise, a majority of the votes entitled to be cast on the matter by the voting group constitutes a quorum of that voting group for action on that matter.

Once a share is represented for any purpose at a meeting, other than for the purpose of objecting to holding the meeting or transacting business at the meeting, it is considered present for purposes of determining whether a quorum exists, for the remainder of the meeting and for any adjournment of that meeting unless a new record date is or must be set for that adjourned meeting.

If a quorum exists, action on a matter, other than the election of directors, by a voting group is approved if the votes cast within the voting group favoring the action exceed the votes cast opposing the action, unless the Articles of Incorporation or the Wisconsin Business Corporation Law requires a greater number of affirmative votes. Unless otherwise provided in the Articles of Incorporation of the Corporation, directors are elected by a plurality of the votes cast by the shares entitled to vote in the election at a meeting at which a quorum is present. "Plurality" means that the individuals with the largest number of votes are elected as directors up to the maximum number of directors to be chosen at the election.

2.08 Conduct of Meetings. The President, or in the President's absence, the Executive Vice President (if one is designated), or in the Executive Vice President's absence, a Vice President in the order provided under Section 4.08, and in their absence, any person chosen

by the shareholders present shall call the meeting of the shareholders to order and shall act as chairman of the meeting, and the Secretary of the Corporation shall act as Secretary of all meetings of the shareholders, but, in the absence of the Secretary, the presiding Officer may appoint any other person to act as Secretary of the meeting.

2.09 Proxies. At all meetings of shareholders, a shareholder entitled to vote may vote in person or by proxy. A shareholder may appoint a proxy to vote or otherwise act for the shareholder by signing an appointment form, either personally or by his or her attorney-in-fact. Such proxy appointment is effective when received by the Secretary of the Corporation before or at the time of the meeting. Unless otherwise provided in the appointment form of proxy, a proxy appointment may be revoked at any time before it is voted, either by written notice filed with the Secretary or the acting Secretary of the meeting or by oral notice given by the shareholder to the presiding Officer during the meeting. The presence of a shareholder who has filed his or her proxy appointment shall not of itself constitute a revocation. No proxy appointment shall be valid after eleven months from the date of its execution, unless otherwise provided in the appointment form of proxy. In addition to the presumptions set forth in Section 2.11 below, the Board of Directors shall have the power and authority to make rules establishing presumptions as to the validity and sufficiency of proxy appointments.

2.10 Voting of Shares. Each outstanding share shall be entitled to one vote upon each matter submitted to a vote at a meeting of shareholders, except to the extent that the voting rights of the shares of any voting group or groups are enlarged, limited or denied by the Articles of Incorporation.

2.11 Voting of Shares by Certain Holders.

(a) Other Corporations. Shares standing in the name of another corporation may be voted either in person or by proxy, by the president of such corporation or any other officer appointed by such president. An appointment form of proxy executed by any principal officer of such other corporation or assistant thereto shall be conclusive evidence of the signer's authority to act, in the absence of express notice to this Corporation, given in writing to the Secretary of this Corporation, or the designation of some other person by the board of directors or by the bylaws of such other corporation.

(b) Legal Representatives and Fiduciaries. Shares held by an administrator, executor, guardian, conservator, trustee in bankruptcy, receiver or assignee for creditors may be voted by him, either in person or by proxy, without a transfer of such shares into his or her name, provided there is filed with the Secretary before or at the time of meeting proper evidence of his or her incumbency and the number of shares held by him or her. Shares standing in the name of a fiduciary may be voted by him or her, either in person or by proxy. An appointment form of proxy executed by a fiduciary shall be conclusive evidence of the signer's authority to act, in the absence of express notice to this Corporation, given in writing to the Secretary of this Corporation, that such manner of voting is expressly prohibited or otherwise directed by the document creating the fiduciary relationship.

(c) Pledgees. A shareholder whose shares are pledged shall be entitled to vote such shares until the shares have been transferred into the name of the pledgee, and thereafter the pledgee shall be entitled to vote the shares so transferred; provided, however, a pledgee shall be entitled to vote shares held of record by the pledgor if the Corporation receives acceptable evidence of the pledgee's authority to sign.

(d) Treasury Stock and Subsidiaries. Neither treasury shares, nor shares held by another corporation if a majority of the shares entitled to vote for the election of directors of such other corporation is held by this Corporation, shall be voted at any meeting or counted in determining the total number of outstanding shares entitled to vote, but shares of its own issue held by this Corporation in a fiduciary capacity, or held by such other corporation in a fiduciary capacity, may be voted and shall be counted in determining the total number of outstanding shares entitled to vote.

(e) Minors. Shares held by a minor may be voted by such minor in person or by proxy and no such vote shall be subject to disaffirmance or avoidance, unless prior to such vote the Secretary of the Corporation has received written notice or has actual knowledge that such shareholder is a minor. Shares held by a minor may be voted by a personal representative, administrator, executor, guardian or conservator representing the minor if evidence of such fiduciary status is presented and acceptable to the Corporation.

(f) Incompetents and Spendthrifts. Shares held by an incompetent or spendthrift may be voted by such incompetent or spendthrift in person or by proxy and no such vote shall be subject to disaffirmance or avoidance, unless prior to such vote the Secretary of the Corporation has actual knowledge that such shareholder has been adjudicated an incompetent or spendthrift or actual knowledge of filing of judicial proceedings for appointment of a guardian. Shares held by an incompetent or spendthrift may be voted by a personal representative, administrator, executor, guardian or conservator representing the minor if evidence of such fiduciary status is presented and acceptable to the Corporation.

(g) Joint Tenants. Shares registered in the names of two or more individuals who are named in the registration as joint tenants may be voted in person or by proxy signed by any one or more of such individuals if either (i) no other such individual or his or her legal representative is present and claims the right to participate in the voting of such shares or prior to the vote files with the Secretary of the Corporation a contrary written voting authorization or direction or written denial or authority of the individual present or signing the appointment form of proxy proposed to be voted or (ii) all such other individuals are deceased and the Secretary of the Corporation has no actual knowledge that the survivor has been adjudicated not to be the successor to the interests of those deceased.

2.12 Waiver of Notice by Shareholders. Whenever any notice whatever is required to be given to any shareholder of the Corporation under the Articles of Incorporation or Bylaws or any provision of law, a waiver thereof in writing, signed at any time, whether before or after the time of meeting, by the shareholder entitled to such notice, shall be deemed equivalent to the giving of such notice and the Corporation shall include copies of such waivers in its corporate records; provided that such waiver in respect to any matter of which notice is required under any provision of the Wisconsin Business Corporation Law, shall contain the same information as would have been required to be included in such notice, except the time and place of meeting. A shareholder's attendance at a meeting, in person or by proxy, waives objection to the following:

(i) lack of notice or defective notice of the meeting unless the shareholder at the beginning of the meeting or promptly upon arrival objects to holding the meeting or transacting business at the meeting; and

(ii) consideration of a particular matter at the meeting that is not within the purpose described in the meeting notice, unless the shareholder objects to considering the matter when it is presented.

2.13 Unanimous Consent Without Meeting. Any action required or permitted by the Articles of Incorporation or Bylaws or any provision of law to be taken at a meeting of the shareholders, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE III. BOARD OF DIRECTORS

3.01 General Powers and Number. All corporate powers shall be exercised by or under the authority of, and the business and affairs of the Corporation managed under the direction of, the Board of Directors, subject to any limitation set forth in the Articles of Incorporation. The number of Directors of the Corporation shall be as provided in Section 0.03. The number of Directors may be increased or decreased from time to time by amendment to this Section adopted by the shareholders or the Board of Directors but no decrease shall have the effect of shortening the term of an incumbent director.

3.02 Tenure and Qualifications. Each Director shall hold office until the next annual meeting of shareholders and until his or her successor shall have been elected, or until his or her prior death, resignation or removal. A Director may be removed from office by the shareholders if, at a meeting of shareholders called for that purpose, the number of votes cast to remove the Director exceeds the number of votes cast not to remove him or her; provided, however, if a Director is elected by a voting group of shareholders, only the shareholders of that voting group may participate in the vote to remove that Director. A Director may resign at any time by filing his or her written resignation with the Secretary of the Corporation. Directors need not be residents of the State of Wisconsin or shareholders of the Corporation.

3.03 Regular Meetings. A regular meeting of the Board of Directors shall be held without other notice than this by-law immediately after the annual meeting of shareholders, and each adjourned session thereof. The place of such regular meeting shall be the same as the place of the meeting of shareholders which precedes it, or such other suitable place as may be announced at such meeting of shareholders. The Board of Directors may provide, by resolution, the time and place, either within or without the State of Wisconsin, for the holding of additional regular meetings without other notice than such resolution.

3.04 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President, Secretary or any two Directors. The President, Secretary or Directors calling any special meeting of the Board of Directors may fix any place, either within or without the State of Wisconsin, as the place for holding any special meeting of the Board of Directors called by them, and if no other place is fixed, the place of meeting shall be the principal business office of the Corporation in the State of Wisconsin.

3.05 Notice; Waiver. Notice may be communicated in person, by telephone, telegraph, teletype, facsimile or other form of wire or wireless communication, or by mail or private carrier, and, if these forms of personal notice are impracticable, notice may be communicated by a newspaper of general circulation in the area where published, or by radio, television or other form of public broadcast communication. Notice of each meeting of the Board of Directors (unless otherwise provided in or pursuant to Section 3.03) shall be communicated to each Director at his or her business address or telephone number or at such other address or telephone number as such Director shall have designated in writing filed with the Secretary, in each case not less than that number of hours prior thereto as set forth in Section 0.04. Written notice is effective at the earliest of the following:

(i) when received;

(ii) on deposit in the U.S. Mail, if mailed postpaid and correctly addressed; or

(iii) on the date shown on the return receipt, if sent by registered or certified mail, return receipt requested and the receipt is signed by or on behalf of the addressee.

Oral notice is effective when communicated and the Corporation shall maintain a record setting forth the date, time, manner and recipient of the notice.

Whenever any notice whatsoever is required to be given to any Director of the Corporation under the Articles of Incorporation or Bylaws or any provision of law, a waiver thereof in writing, signed at any time, whether before or after the time of meeting, by the Director entitled to such notice, shall be deemed equivalent to the giving of such notice, and the Corporation shall retain copies of such waivers in its corporate records. A Director’s attendance at or participation in a meeting waives any required notice to him or her of the meeting unless the Director at the beginning of the meeting or promptly upon his or her arrival objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

3.06 Quorum. Except as otherwise provided by the Wisconsin Business Corporation Law or by the Articles of Incorporation or the Bylaws, a majority of the number of Directors then in office, provided this number constitutes no fewer than one-third of the number of directors provided in Section 0.03 shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but a majority of the Directors present or participating (though less than such quorum) may adjourn the meeting from time to time without further notice.

3.07 Manner of Acting. If a quorum is present or participating when a vote is taken, the affirmative vote of a majority of Directors present or participating is the act of the Board of Directors or a committee of the Board of Directors, unless the Wisconsin Business Corporation Law or the Articles of Incorporation or the Bylaws require the vote of a greater number of Directors.

3.08 Conduct of Meetings. The President, or in the President's absence, the Vice President, and in their absence, any Director chosen by the Directors present, shall call meetings of the Board of Directors to order and shall act as chairman of the meeting. The Secretary of the Corporation shall act as Secretary of all meetings of the Board of Directors, but in the absence of the Secretary, the presiding Officer may appoint any Assistant Secretary or any Director or other person present to act as Secretary of the meeting.

3.09 Vacancies. Any vacancy occurring in the Board of Directors, including a vacancy created by an increase in the number of Directors, may be filled until the next succeeding annual election by the affirmative vote of a majority of the Directors then in office, though less than a quorum of the Board of Directors or by the shareholders; provided, that in case of a vacancy created by the removal of a Director by vote of the shareholders, the shareholders shall have the right to fill such vacancy at the same meeting or any adjournment thereof.

3.10 Compensation. The Board of Directors, by affirmative vote of a majority of the Directors then in office, and irrespective of any personal interest of any of its members, may establish reasonable compensation of all Directors for services to the Corporation as Directors, Officers or otherwise, or may delegate such authority to an appropriate committee. The Board of Directors also shall have authority to provide for or to delegate authority to an appropriate committee to provide for reasonable pensions, disability or death benefits, and other benefits of payments, to Directors, Officers and employees and to their estates, families, dependents or beneficiaries on account of prior services rendered by such Directors, Officers and employees to the Corporation.

3.11 Presumption of Assent. A Director of the Corporation who is present at or participate in a meeting of the Board of Directors or a committee thereof of which he or she is a member, at which action on any corporate matter is taken, shall be presumed to have assented to

the action taken unless his or her dissent shall be entered in the minutes of the meeting or unless he or she shall file his or her written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

3.12 Committees. The Board of Directors, by resolution adopted by the affirmative vote of a majority of the number of Directors as provided in Section 0.03, may designate one or more committees, each committee to consist of two or more Directors elected by the Board of Directors, which to the extent provided in said resolution as initially adopted, and as thereafter supplemented or amended by further resolution adopted by a like vote, shall have and may exercise, when the Board of Directors is not in session, the powers of the Board of Directors in the management of the business and affairs of the corporation, except that a committee may not do any of the following: (i) authorize distributions; (ii) approve or propose to shareholders action that the Wisconsin Business Corporation Law requires be approved by shareholders; (iii) fill vacancies on the Board of Directors or on any of its committees, unless the Board of Directors provides by resolution that any vacancies on a committee shall be filled by the affirmative vote of a majority of the remaining committee members; (iv) amend the Articles of Incorporation under Section 180.1002 of the Wisconsin Business Corporation Law; (v) adopt, amend or repeal the Bylaws; (vi) approve a plan of merger not requiring shareholder approval; (vii) authorize or approve reacquisition of shares, except according to a formula or method prescribed by the Board of Directors; or (viii) authorize or approve the issuance or sale or contract for sale of shares, or determine the designation and relative rights, preferences and limitations of a class or series of shares, except that the Board of Directors may authorize a committee or a senior executive officer of the Corporation to do so within limits prescribed by the Board of Directors. The Board of Directors may elect one or more of its members as alternate members of any such committee who may take the place of any absent member or members at any meeting of such committee, upon request by the President or upon request by the chairman of such meeting. Each such committee shall fix its own rules governing the conduct of its activities and shall make such reports to the Board of Directors of its activities as the Board of Directors may request.

3.13 Unanimous Consent Without Meeting. Any action required or permitted by the Articles of Incorporation or the Bylaws or any provision of law to be taken by the Board of Directors at a meeting or by resolution may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors then in office.

3.14 Meetings By Telephone Or By Other Communication Technology. Meetings of the Board of Directors or committees may be conducted by telephone or by other communication technology in accordance Section 180.0820 of the Wisconsin Business Corporation Law (or any successor statutory provision).

ARTICLE IV. OFFICERS

4.01 Number. The principal Officers of the Corporation shall be a President, Vice-President, a Secretary, and a Treasurer, each of whom the Board of Directors shall from time to time determine. Such other Officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors. The Board of Directors may authorize a duly appointed Officer to appoint one or more Officers or Assistant Officers. The same natural person may simultaneously hold more than one office in the Corporation.

4.02 Election and Term of Office. The Officers of the Corporation to be elected by the Board of Directors shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of the shareholders. If the election of Officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each Officer shall hold office until his or her successor shall have been duly elected or until his or her prior death, resignation or removal.

4.03 Removal. Any Officer or agent may be removed by the Board of Directors whenever in its judgment the best interests of the Corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment shall not of itself create contract rights.

4.04 Vacancies. A vacancy in any principal office because of death, resignation, removal, disqualification or otherwise, shall be filled by the Board of Directors for the unexpired portion of the term.

4.05 President. The President shall be the chief operating officer of the Corporation and shall supervise and control the operations of the Corporation. He or she shall preside at all meetings of the shareholders and of the Board of Directors. He or she shall have authority to sign, execute and acknowledge, on behalf of the Corporation, all deeds, mortgages, bonds, stock certificates, contracts, leases, reports and all other documents or instruments necessary or proper to be executed in the course of the Corporation's regular business, or which shall be authorized by resolution of the Board of Directors; and, except as otherwise provided by law or the Board of Directors, he or she may authorize any Vice President or other Officer or agent of the Corporation to sign, execute and acknowledge such documents or instruments in his or her place and stead. In general, he or she shall perform all duties incident to the office of chief operating officer and such other duties as may be prescribed by the Board of Directors from time to time.

4.06 The Vice President. In the absence of the President or in the event of his or her death, inability or refusal to act, or in the event for any reason it shall be impracticable for him or her to act personally, the Vice President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President may sign, with the Secretary or Assistant Secretary, certificates for shares of the Corporation; and shall perform such other duties and have such authority as from time to time may be delegated or assigned to him or her by the President or by the Board of Directors. The execution of any instrument of the Corporation by the Vice President shall be conclusive evidence, as to third parties, of his or her authority to act in the stead of the President.

4.07 The Secretary. The Secretary shall: (i) keep the minutes of the meetings of the shareholders and of the Board of Directors in one or more books provided for that purpose; (ii) see that all notices are duly given in accordance with the provisions of the Bylaws or as required by law; (iii) be custodian of the corporate records; (iv) keep or arrange for the keeping of a register of the post office address of each shareholder which shall be furnished to the Secretary by such shareholder; (v) have general charge of the stock transfer books of the Corporation; and (vi) in general, perform all duties incident to the office of Secretary and have such other duties and exercise such authority as from time to time may be delegated or assigned to him or her by the President or by the Board of Directors.

4.08 The Treasurer. The Treasurer shall: (i) have charge and custody of and be responsible for all funds and securities of the Corporation; (ii) receive and give receipts for monies due and payable to the Corporation from any source whatsoever, and deposit all such monies in the name of the Corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Section 5.05 hereof; and (iii) in general, perform all of the duties incident to the office of Treasurer and have such other duties and exercise such other authority as from time to time may be delegated or assigned to him or her by the President or by the Board of Directors.

4.09 Other Assistants and Acting Officers. The Board of Directors shall have the power to appoint any person to act as assistant to any Officer, or as agent for the Corporation in his or her stead, or to perform the duties of such Officer whenever for any reason it is impracticable for such Officer to act personally and such assistant or acting Officer or other agent so appointed by the Board of Directors shall have the power to perform all the duties of the office to which he or her is so appointed to be assistant, or as to which he or her is so appointed to act, except as such power may be otherwise defined or restricted by the Board of Directors.

4.10 Salaries. The salaries of the principal Officers shall be fixed from time to time by the Board of Directors or by a duly authorized committee thereof, and no Officer shall be prevented from receiving such salary by reason of the fact that he or she is also a Director of the Corporation.

ARTICLE V. CONFLICT OF INTEREST TRANSACTIONS, CONTRACTS, LOANS, CHECKS AND DEPOSITS: SPECIAL CORPORATE ACTS

5.01 Contracts. The Board of Directors may authorize any Officer or Officers, agent or agents, to enter into any contract or execute or deliver any instrument in the name of and on behalf of the Corporation, and such authorization may be general or confined to specific instances.

5.02 Loans. No indebtedness for borrowed money shall be contracted on behalf of the Corporation and no evidences of such indebtedness shall be issued in its name unless authorized by or under the authority of a resolution of the Board of Directors. Such authorization may be general or confined to specific instances.

5.03 Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such Officer or Officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by or under the authority of a resolution of the Board of Directors.

5.04 Deposits. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as may be selected by or under the authority of a resolution of the Board of Directors.

5.05 Voting of Securities Owned by this Corporation. Subject always to the specific directions of the Board of Directors, (i) any shares or other securities issued by any other corporation and owned or controlled by this Corporation may be voted at any meeting of security holders of such other corporation by the President, or in the President's absence, by the Vice President of this Corporation who may be present, and (ii) whenever, in the judgment of the President, or in the President's absence, of the Vice President, it is desirable for this Corporation to execute an appointment of proxy or written consent in respect to any shares or other securities issued by any other corporation and owned by this corporation, such proxy appointment or consent shall be executed in the name of this Corporation by the President or the Vice President of Corporation in the order as provided in clause (i) of this Section, without necessity of any authorization by the Board of Directors or countersignature or attestation by another officer. Any person or persons designated in the manner above stated as the proxy or proxies of this Corporation shall have full right, power and authority to vote the shares or other securities issued by such other corporation and owned by this Corporation the same as such shares or other securities might be voted by this Corporation.

ARTICLE VI. CERTIFICATES FOR SHARES AND THEIR TRANSFER

6.01 Certificates for Shares. Certificates representing shares of the Corporation shall be in such form, consistent with law, as shall be determined by the Board of Directors. Such certificates shall be signed by the President or by another Officer designated by the Board of Directors. All certificates for shares shall be consecutively numbered or otherwise identified. The name and address of the person to whom the shares represented thereby are issued, with the number of shares and date of issue, shall be entered on the stock transfer books of the Corporation. All certificates surrendered to the Corporation for transfer shall be cancelled and no new certificate shall be issued until the former certificate for a like number of shares shall have been surrendered and cancelled, except as provided in Section 6.06 hereof.

6.02 Facsimile Signatures. The signature of the President or other authorized Officer upon a certificate may be facsimiles if the certificate is manually signed on behalf of a transfer agent, or a registrar, other than the Corporation itself or an employee of the Corporation.

6.03 Signature by Former Officers. In case any Officer, who has signed or whose facsimile signature has been placed upon, any certificate for shares, shall have ceased to be such Officer before such certificate is issued, it may be issued by the Corporation with the same effect as if he or she were such Officer at the date of its issue.

6.04 Transfer of Shares. Prior to due presentment of a certificate for shares for registration of transfer, the Corporation may treat the registered owner of such shares as the person exclusively entitled to vote, to receive notifications and otherwise to have and exercise all the rights and powers of an owner. Where a certificate for shares is presented to the Corporation with a request to register for transfer, the Corporation shall not be liable to the owner or any other person suffering loss as a result of such registration of transfer if (i) there were on or with the certificate the necessary endorsements, and (ii) the corporation had no duty to inquire into adverse claims or has discharged any such duty. The Corporation may require reasonable assurance that said endorsements are genuine and effective and in compliance with such other regulations as may be prescribed by or under the authority of the Board of Directors.

6.05 Restrictions on Transfer. The face or reverse side of each certificate representing shares shall bear a conspicuous notation of any restriction imposed by the Corporation upon the transfer of such shares.

6.06 Lost, Destroyed or Stolen Certificates. Where the owner claims that his or her certificate for shares has been lost, destroyed or wrongfully taken, a new certificate shall be issued in place thereof if the owner (i) so requests before the Corporation has notice that such shares have been acquired by a bona fide purchaser, and (ii) files with the Corporation a sufficient indemnity bond, and (iii) satisfies such other reasonable requirements as may be prescribed by or under the authority of the Board of Directors.

6.07 Consideration for Shares. The shares of the Corporation may be issued for such consideration as shall be fixed from time to time by the Board of Directors, provided that any shares having a par value shall not be issued for a consideration less than the par value thereof. The consideration to be received for shares may consist of any tangible or intangible property or benefit to the Corporation, including cash, promissory notes, services performed, contracts for services to be performed or other securities of the Corporation. When the Corporation receives the consideration for which the Board of Directors authorized the issuance of shares, the shares issued for that consideration are fully paid and nonassessable, except as provided by Section 180.0622 of the Wisconsin Business Corporation Law (or any successor statutory provision) which may require further assessment for unpaid wages to employees under certain circumstances. The Corporation may place in escrow shares issued for a contract for future services or benefits or a promissory note, or make other arrangements to restrict the transfer of the shares, and may credit distributions in respect of the shares against their purchase price, until the services are performed, the benefits are received or the note is paid. If the services are not performed, the benefits are not received or the note is not paid, the Corporation may cancel, in whole or in part, the shares escrowed or restricted and the distributions credited.

6.08 Stock Regulations. The Board of Directors shall have the power and authority to make all such further rules and regulations not inconsistent with the statutes of the State of Wisconsin as it may deem expedient concerning the issue, transfer and registration of certificates representing shares of the Corporation.

ARTICLE VII. INDEMNIFICATION

7.01 Indemnification for Successful Defense. As required by the Wisconsin Business Corporation Law, the Corporation shall indemnify a Director, Officer or Employee to the extent he or she has been successful on the merits or otherwise in the defense of a proceeding, for all reasonable expenses incurred in the proceeding if the Director, Officer or Employee was a party because he or she is a Director, Officer or Employee of the Corporation.

7.02 Other Indemnification. In cases not included under Section 7.01 hereof, and as provided by Section 180.0851(2) of the Wisconsin Business Corporation Law (or any successor statutory provision), the Corporation shall indemnify a Director or Officer against liability incurred by the Director or Officer in a proceeding to which the Director or Officer was a party because he or she is a Director or Officer of the Corporation, unless liability was incurred because the Director or Officer breached or failed to perform a duty that he or she owes to the Corporation and the breach or failure to perform constitutes any of the following:

(i) A willful failure to deal fairly with the Corporation or its shareholders in connection with a matter in which the Director or Officer has a material conflict of interest;

(ii) A violation of the criminal law, unless the Director or Officer has reasonable cause to believe that his or her conduct was lawful or no reasonable cause to believe that his or her conduct was unlawful;

(iii) A transaction from which the Director or Officer derived an improper personal profit; or

(iv) Willful misconduct.

7.03 Allowance of Expenses. Within ten days after receipt of a written request by a Director or Officer who is a party to a proceeding, the Corporation shall pay or reimburse his or her reasonable expenses as incurred if the Director or Officer provides the Corporation with all of the following:

(i) A written affirmation of his or her good faith belief that he or she has not breached or failed to perform his or her duties to the Corporation; and

(ii) A written undertaking, executed personally or on his or her behalf, to repay the allowance (together with reasonable interest thereon) to the extent that it is ultimately determined under Sections 7.01 and 7.02 hereof and pursuant to Section 180.0855 of the Wisconsin Business Corporation Law (or any successor statutory provision) that indemnification is not required, will not be provided, or is not so ordered by a court under Section 180.0854 of the Wisconsin Business Corporation Law (or any successor statutory provision). The undertaking under this subsection shall be an unlimited general obligation of the Director or Officer, and may be accepted without reference to his or her ability to repay the allowance. The undertaking may be secured or unsecured as determined by the Board of Directors.

ARTICLE VIII. SEAL

There shall be no corporate seal.

ARTICLE IX. AMENDMENTS

9.01 By Shareholders. The Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the shareholders by the affirmative vote specified in Section 2.07 of these Bylaws.

9.02 By Directors. The Bylaws may also be altered, amended or repealed and new Bylaws may be adopted by the Board of Directors by affirmative vote of a majority of the number of Directors present at any meeting at which a quorum is in attendance; but no Bylaw adopted by the shareholders shall be amended or repealed by the Board of Directors if the Bylaw so adopted so provides.

9.03 Implied Amendments. Any action taken or authorized by the shareholders or by the Board of Directors, which would be inconsistent with the Bylaws then in effect but is taken or authorized by affirmative vote of not less than the number of shares or the number of Directors required to amend the Bylaws so that the Bylaws would be consistent with such action, shall be given the same effect as though the Bylaws had been temporarily amended or suspended so far, but only so far, as is necessary to permit the specific action so taken or authorized.

Indiana Secretary of State
Packet: 1997081068
Filing Date: 07/30/2009
Effective Date: 07/31/2009

WPU

INDIANA SECRETARY OF STATE
RECEIVED

2009 JUL 30 AM 11:30

ARTICLES OF ENTITY CONVERSION:
Conversion of a Corporation into a Limited Liability Company
State Form 51576 (1-04)
Approved by State Board of Accounts, 2004

TODD ROKITA
SECRETARY OF STATE
CORPORATE DIVISION
302 W. Washington Street, Rm. E018
Indianapolis, IN 46204
Telephone: (317) 232-6576

INSTRUCTIONS: Use 8 1/2" x 11" white paper for attachments.
Present original and one copy to the address in upper right corner of this form.
Please TYPE or PRINT.
Please visit our office on the web at www.sos.in.gov.

Indiana Code 23-1-18-3
FILING FEE: $30.00

ARTICLES OF CONVERSION
OF

RICHMOND TREATMENT CENTER, INC.
(hereinafter "Non-surviving Corporation")

APPROVED AND FILED

INTO

RICHMOND TREATMENT CENTER, LLC
(hereinafter "Surviving LLC")

IND. SECRETARY OF STATE

ARTICLE I: PLAN OF ENTITY CONVERSION

a. Please set forth the Plan of Conversion, containing such information as required *by Indiana Code 23-1-38.5-11* and *Indiana Code 23-1-38.5-12*, attach herewith, and designate it as "Exhibit A."
The following is basic information that must be included in the Plan of Entity Conversion: *(please refer to Indiana Code 23-1-38.5-12 for a more complete listing of requirements before submitting the plan).*

- A statement of the type of business entity that Surviving LLC will be and, if it will be a foreign non-corporation, its jurisdiction of organization;
- The terms and conditions of the conversion;
- The manner and basis of converting the shares of Non-surviving Corporation into the interests, securities, obligations, rights to acquire interests or other securities of Surviving LLC following its conversion; and
- The full text, as in effect immediately after the consummation of the conversion, of the organic document (if any) of Surviving LLC.
- If, as a result of the conversion, one or more shareholders of Non-surviving Corporation would be subject to owner liability for debts, obligations, or liabilities of any other person or entity, those shareholders must consent in writing to such liabilities in order for the Plan of Merger to be valid.

b. Please read and sign the following statement.
I hereby affirm under penalty of perjury that the plan of conversion is in accordance with the Articles of Incorporation or bylaws of Non-surviving Corporation and is duly authorized by the shareholders of Non-surviving Corporation as required by the laws of the State of Indiana.

Signature Pamela B. Burke Printed Name PAMELA B. BURKE Title Secretary

ARTICLE II: NAME AND DATE OF INCORPORATION OF NON-SURVIVING CORPORATION

a. The name of Non-surviving Corporation immediately before filing these Articles of Entity Conversion is the following:

RICHMOND TREATMENT CENTER, INC.

b. The date on which Non-surviving Corporation was incorporated in the State of Indiana is the following: August 15, 1997

ARTICLE III: NAME AND PRINCIPAL OFFICE OF SURVIVING LLC

a. The name of Surviving LLC is the following:

RICHMOND TREATMENT CENTER, LLC

- (Please note pursuant to *Indiana Code 23-18-2-8*, this name must include the words "Limited Liability Company", "L.L.C.", or "LLC").
- (If Surviving LLC is a foreign LLC, then its name must adhere to the laws of the state in which it is domiciled).

b. The address of Surviving LLC's Principal Office is the following:

Street Address	City	State	Zip Code
20400 STEVENS CREEK BLVD., SUITE 600	CUPERTINO	CA	95014

Indiana Secretary of State
Packet: 1997081068
Filing Date: 07/30/2009
Effective Date: 07/31/2009

ARTICLE IV: REGISTERED OFFICE AND AGENT OF SURVIVING LLC

Registered Agent: The name and street address of Surviving LLC's Registered Agent and Registered Office for service of process are the following:

Name of Registered Agent			
NATIONAL REGISTERED AGENTS, INC.			
Address of Registered Office (street or building)	**City**		**Zip Code**
320 N. MERIDIAN ST.	INDIANAPOLIS	Indiana	46204

ARTICLE V – JURISDICTION OF SURVIVING LLC AND CHARTER SURRENDER OF NON-SURVIVING CORPORATION

SECTION 1: JURISDICTION

Please state the jurisdiction in which Surviving LLC will be organized and governed. INDIANA

SECTION 2: CHARTER SURRENDER *(Please complete this section only if Surviving LLC is organized outside of Indiana).*

If the jurisdiction stated above is not Indiana, please set forth the Articles of Charter Surrender for the Non-surviving Corporation and attach herewith as "Exhibit B."

Pursuant to Indiana Code 23-1-38.5-14, the Articles of Charter Surrender must include:

1. The name of Non-surviving Corporation;
2. A statement that the Articles of Charter Surrender are being filed in connection with the conversion of Non-surviving Corporation into an LLC that will be organized in a jurisdiction other than the State of Indiana;
3. A signed statement under penalty of perjury that the conversion was duly approved by the shareholders of Non-surviving Corporation in a manner required by Indiana Law and consistent with the Articles of Incorporation or the bylaws of Non-surviving Corporation;
4. The jurisdiction under which the Surviving LLC will be organized; and
5. The address of Surviving LLC's executive office.

ARTICLE VI: DISSOLUTION OF SURVIVING LLC

Please indicate when dissolution will take place in Surviving LLC:

☐ The latest date upon which Surviving LLC is to dissolve is _____, OR

☒ Surviving LLC is perpetual until dissolution.

ARTICLE VII: MANAGEMENT OF SURVIVING LLC

Surviving LLC will be managed by: ☐ The members of Surviving LLC, OR

☒ A manager or managers

In Witness Whereof, the undersigned being an officer or other duly authorized representative of Non-surviving Corporation executes these Articles of Entity Conversion and verifies, subject to penalties of perjury, that the statements contained herein are true.

this 31st day of July, 20 09.

Signature	Printed Name
Pamela B. Burke	Pamela B. Burke

Title: Secretary

Exhibit A

Indiana Secretary of State
Packet: 1997081068
Filing Date: 07/30/2009
Effective Date: 07/31/2009

PLAN OF ENTITY CONVERSION OF
Richmond Treatment Center, Inc.

In accordance with Sections 23-1-38.5-11 and 23-1-38.5-12 of the Indiana Code (the "Code"), Richmond Treatment Center, Inc., an Indiana corporation (the "Corporation"), hereby adopts the following Plan of Entity Conversion.

1. Conversion. In accordance with the Code, the Corporation shall be converted (the "Conversion") into Richmond Treatment Center, LLC, an Indiana limited liability company (the "LLC").

2. Conversion of Stock. One hundred percent (100%) of the validly issued, fully paid and nonassessable shares of common stock of the Corporation that were issued and outstanding immediately prior to the date of the Conversion shall be converted into such number of membership interests as required to represent one hundred percent (100%) of the membership interests of the LLC immediately following the Conversion.

3. Effective Date. The Conversion shall be effective as of July 31, 2009.

4. Articles of Organization. The Articles of Organization, a copy of which are attached hereto as Exhibit I, shall be the Articles of Organization of the LLC as in effect immediately after consummation of the Conversion.

5. Effect of Conversion. Following the Conversion, the LLC shall be, for all purposes, the same entity that existed before the Conversion.

Indiana Secretary of State
Packet: 1997081068
Filing Date: 07/30/2009
Effective Date: 07/31/2009

EXHIBIT I—ARTICLES OF ORGANIZATION

Indiana Secretary of State
Packet: 1997081068
Filing Date: 07/30/2009
Effective Date: 07/31/2009

INDIANA SECRETARY OF STATE
RECEIVED
2009 JUL 30 AM 11:30

TODD ROKITA
SECRETARY OF STATE
CORPORATIONS DIVISION
302 W. Washington St., Rm.E 018
Indianapolis, IN 46204
Telephone: (317) 232-6576

ARTICLES OF ORGANIZATION

State Form 49469 (R / 1 -03)
Approved by State Board of Accounts 1999

INSTRUCTIONS: *Use 8 1/2" x 11" white paper for attachments.*
Present original and one (1) copy to the address in upper right corner of this form.
Please TYPE or PRINT.
Please visit our office on the web at www.sos.in.gov.

Indiana Code 23-18-2-4
FILING FEE: $99.00

ARTICLES OF ORGANIZATION

The undersigned, desiring to form a Limited Liability Company *(hereinafter referred to as "LLC")* pursuant to the provisions of:

Indiana Business Flexibility Act, Indiana Code 23-18-1-1, et seq. as amended, executes the following Articles of Organization:

ARTICLE I - NAME AND PRINCIPAL OFFICE

Name of LLC *(the name must include the words "Limited Liability Company", "L.L.C.", or "LLC")*
RICHMOND TREATMENT CENTER, LLC

Principal Office: The address of the principal office of the LLC is: (optional)

Post office address	City	State	ZIP code
20400 Stevens Creek Blvd., Suite 600	Cupertino	CA	95014

ARTICLE II - REGISTERED OFFICE AND AGENT

Registered Agent: The name and street address of the LLC's Registered Agent and Registered Office for service of process are:

Name of Registered Agent: NATIONAL REGISTERED AGENTS, INC.

Address of Registered Office *(street or building)*	City		ZIP code
320 N. MERIDIAN STREET	INDIANAPOLIS	Indiana	46204

ARTICLE III - DISSOLUTION

☐ The latest date upon which the LLC is to dissolve: _____

☑ The Limited Liability Company is perpetual until dissolution.

ARTICLE IV - MANAGEMENT

☐ The Limited Liability Company will be managed by its members.

☑ The Limited Liability Company will be managed by a manager or managers.

In Witness Whereof, the undersigned executes these Articles of Organization and verifies, subject to penalties of perjury, that the statements contained herein are true,

this _____ day of July, 2009.

Signature	Printed name
Pamela B. Burke	Pamela B. Burke

This instrument was prepared by: *(name)* Pamela B. Burke

Address *(number, street, city and state)*	ZIP code
20400 Stevens Creek Blvd., Suite 600, Cupertino, CA	95014

Indiana Secretary of State
Packet: 1997081068
Filing Date: 07/30/2009
Effective Date: 07/31/2009

State of Indiana
Office of the Secretary of State

CERTIFICATE OF AMENDMENT

of

RICHMOND TREATMENT CENTER, INC.

I, TODD ROKITA, Secretary of State of Indiana, hereby certify that Articles of Amendment of the above For-Profit Domestic Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Corporation Law.

The name following said transaction will be:

RICHMOND TREATMENT CENTER, LLC

NOW, THEREFORE, with this document I certify that said transaction will become effective Friday, July 31, 2009.

In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, July 30, 2009.

/s/ Todd Rokita

TODD ROKITA,
SECRETARY OF STATE

(Seal)

1997081068/2009073126450

Exhibit 3.178

OPERATING AGREEMENT

OF

Richmond Treatment Center, LLC

A Indiana Limited Liability Company

July 31, 2009

TABLE OF CONTENTS

TABLE OF CONTENTS
(continued)

TABLE OF CONTENTS
(continued)

OPERATING AGREEMENT
OF

Richmond Treatment Center, LLC
A Indiana Limited Liability Company

This Operating Agreement (this "**Agreement**") of **Richmond Treatment Center, LLC** (the "**Company**") is made and entered into pursuant to Indiana Code Article 18 (the "**Act**") and shall be effective as of July 31, 2009, by NATIONAL SPECIALTY CLINICS, INC., a Delaware corporation **("NSC")**, as the sole member.

ARTICLE I

DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings set forth below in this Article I. The singular when used in this Agreement shall also refer to the plural, and vice versa, as appropriate. All terms used in this Agreement which are not defined in this Article I shall have the meanings set forth elsewhere in this Agreement.

"**Act**" shall mean the Indiana Code, Article 18.

"**Affiliate**" shall mean, with respect to any Member: (a) any person directly or indirectly owning, controlling or holding with power to vote 10% or more of the outstanding voting securities of such Member; (b) any Person 10% or more of whose outstanding voting securities are directly or indirectly owned, controlled or held with power to vote by such Member; (c) any partnership or limited liability company of which such Member or any other Person described in clause (a) or clause (b) of this definition is a general or managing partner, or a manager, as the case may be; and (d) any officer, director or partner in such Member.

"**Agreed Value**" means the fair market value of property as determined by the Members using such reasonable methods of valuation as they deem appropriate.

"**Assignee**" shall mean a person who has acquired a beneficial interest in a Company Interest in accordance with the provisions of Article VIII hereof, but who is not a Member.

"**Book Depreciation**" means the depreciation, cost recovery or amortization of assets allowable to the Company with respect to an asset for any period, except that if the Book Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such period, Book Depreciation shall be an amount which bears the same ratio to such beginning Book Value as federal income tax depreciation, amortization, or other cost recovery deduction for such period bears to such beginning adjusted basis.

"**Book Gain**" or "**Book Loss**" means the gain or loss that would be recognized by the Company for federal income tax purposes as a result of sales or exchanges of its assets if its tax basis in such assets were equal to the Book Value of such assets.

"**Book Value**" means (a) as to property contributed to the Company, its Agreed Value, and (b) as to all other Company property, its adjusted basis for federal income tax purposes as reflected on the books of the Company. The Book Value of all Company assets shall be adjusted to equal their respective Agreed Values, as determined by the Members, as of the following times: (a) the acquisition of an additional interest in the Company by any new or existing Member in exchange for more than a de minimis Capital Contribution; (b) the distribution by the Company to a Member of more than a de minimis amount of Company property, unless all Members receive simultaneous distributions of undivided interests in the distributed property in proportion to their Interest in the Company; and (c) the termination of the Company for federal income tax purposes pursuant to Code Section 708(b)(1)(B). The Book Value of all assets shall be adjusted by the Book Depreciation taken into account with respect to such asset.

"**Capital Account**" means an individual capital account maintained for each Member in accordance with Treasury Regulation Section 1.704-1(b) adopted pursuant to Section 704(b) of the Code.

"**Capital Contributions**" shall mean the amount of cash or Book Value of property a Member contributes to the capital of the Company.

"**Certificate**" shall mean the certificate of formation of the Company which is required to be filed pursuant to the Act.

"**Code**" shall mean the Internal Revenue Code of 1986, as amended from time to time, and the corresponding provisions of any future Federal tax law and, to the extent applicable, the Regulations.

"**Company Interest**," as of any date, shall mean, with respect to any Member, the percentage ownership interest of such Member in the Company as of such date, including all of its rights and obligations under the Act and this Agreement. Each Member's Company Interest shall be represented by the number of Units set forth on Exhibit A attached hereto.

"**Distributions**" means all cash and the Book Value of other property distributed to NSC arising from its Company Interest.

"**Fiscal Year**" shall mean the fiscal year of the Company which shall be the calendar year.

"**Initial Member**" shall mean NSC.

"**Manager**" shall mean initially CRC Health Management, Inc., a Delaware corporation, or such other Person as the Member may later appoint.

"**Member**" shall mean the Initial Member and any other Person that acquires a Company Interest and is admitted to the Company as a member in accordance with the terms of this Agreement.

"**Net Income**" or "**Net Loss**" shall mean, with respect to any fiscal period, the gross income, gains and losses of the Company, for such period, less all deductible costs, expenses and depreciation and amortization allowances of the Company for such period, as determined for federal income tax purposes, with the following adjustments: (a) any income of the Company that is exempt from federal income tax and is not otherwise taken into account in computing Net Income or Net Loss pursuant to this definition shall be added to such taxable income or loss; (b) any expenditures of the Company not deductible in computing taxable income or loss, not properly chargeable to capital account and not otherwise taken into account in computing Net Income or Net Loss pursuant to this definition shall be subtracted from such taxable income or loss; (c) if the Book Value of any asset differs from its adjusted basis for federal income tax purposes at the beginning of such period, the depreciation and amortization allowances to be deducted from gross income with respect to such asset shall be Book Depreciation; and (d) Book Gain or Book Loss shall be used instead of taxable gain or loss. If such amount shall be greater than zero, it shall be known as a "**Net Income**" and if such amount shall be less than zero, it shall be known as "**Net Loss.**"

"**Person**" shall mean an individual, partnership, joint venture, association, corporation, trust, estate, limited liability company, limited liability partnership or any other legal entity.

"**Regulations**" shall mean the regulations, including temporary regulations promulgated under the Code, as such regulations may be amended from time to time (including the corresponding provisions of any future regulations).

"**Units**" shall mean the number of units representing the Company Interest held by a Member. Each Unit shall represent 1% of the total outstanding Company Interest.

ARTICLE II

CONTINUATION AND PURPOSE

2.01 Formation. The Initial Member hereby organizes a limited liability company pursuant to the Act. The rights and liabilities of the Members shall be determined pursuant to the Act and this Agreement. To the extent that the rights or obligations of the Members are different by reason of any provision of this Agreement than they would be in the absence of such provision, this Agreement shall, to the extent permitted by the Act, control. Simultaneously with the execution and delivery of this Agreement, NSC shall be admitted as the sole member of the Company.

2.02 Limited Liability Company Agreement. This Agreement shall constitute the "limited liability company agreement" of the Company within the meaning of the Act for all purposes including, without limitation, so long as there is only one Member, for classification of the Company as a "domestic eligible entity" that is disregarded as an entity separate from its owner for federal and all relevant state income tax purposes.

2.03 Name. The name of the Company is **Richmond Treatment Center, LLC**

2.04 Principal Office. The registered office required to be maintained by the Company in the state of Indiana pursuant to the Act shall initially be located at c/o National Registered Agents, Inc. 320 N. Meridian St., Indianapolis, Indiana 46204. The registered agent shall initially be National Registered Agents, Inc. 320 N. Meridian St., Indianapolis, Indiana 46204. The principal executive office of the Company shall be at 20400 Stevens Creek Blvd., Suite 600, Cupertino, California 95014.

2.05 Term. The term of the Company commenced on the date of filing of the Certificate with the Secretary of State of Indiana, and shall continue unless terminated as hereinafter provided.

2.06 Purposes of Company. The Company is permitted to engage in any lawful acts or activities and to exercise any powers-permitted to limited liability companies under the laws of the State of Indiana.

2.07 Certificate. The Manager shall cause the Certificate to be filed or recorded in any other public office where filing or recording is required.

2.08 Address of the Initial Member. The address of the Initial Member is 20400 Stevens Creek Blvd., Suite 600, Cupertino, California 95014.

2.09 Foreign Qualification. The Manager shall take all necessary actions to cause the Company to be qualified to conduct business legally in any jurisdictions where the nature of the Company's business requires such qualification.

ARTICLE III

MEMBERS' CAPITAL

3.01 Capital Contribution. The Members shall be obligated to make only such capital contributions to the Company as the Members shall agree to in writing. The Initial Member shall be credited with one hundred percent (100%) of the existing capital of the Company.

3.02 Additional Capital Contributions. The Members shall not be required to contribute additional capital to the Company. The Members shall not be obligated to restore any deficit balance in their Capital Accounts.

ARTICLE IV

STATUS OF MEMBERS AND MANAGER

4.01 Limited Liability. Neither the Members nor the Manager shall be bound by or personally liable for, the expenses, liabilities or obligations of the Company. Except as required by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and neither the Members nor the Manager shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member or acting as the Manager of the Company. The Members shall be liable to the Company for the capital contributions specified in Section 3.01 and as may otherwise be required pursuant to the Act. Neither the Members nor the Manager shall be liable for any debts, obligations and liabilities, whether arising in contract, tort or otherwise, of any other Member or any Manager of the Company. The Members shall not be required to loan the Company any funds.

4.02 Return of Distributions of Capital. A Member may, under certain circumstances, be required by law to return to the Company for the benefit of the Company's creditors, amounts previously distributed. No Member shall be obligated to pay those distributions to or for the account of the Company or any creditor of the Company. However, if any court of competent jurisdiction holds that, notwithstanding the provisions of this Agreement, any Member is obligated to return or pay over any part of those distributions, it shall be the obligation of such Member. Any payment returned to the Company or made directly by a Member to a creditor of the Company shall be deemed a Capital Contribution by such Member.

4.03 Reliance by Third Parties. Persons dealing with the Company are entitled to rely conclusively upon the power and authority of the Manager as set forth in this Agreement.

ARTICLE V

COMPENSATION TO THE MEMBERS AND MANAGER

Neither the Members nor the Manager shall receive any compensation directly or indirectly in connection with the formation, operation, and dissolution of the Company except as expressly specified in this Agreement.

ARTICLE VI

COMPANY EXPENSES

6.01 Reimbursement. The Company shall reimburse the Members for all out-of-pocket costs and expenses reasonably incurred by it in connection with the operation and funding of the Company, including any legal fees and expenses.

6.02 Operating Expenses. The Company shall pay the operating expenses of the Company which may include, but are not limited to: (i) all reasonable salaries, compensation and fringe benefits of personnel employed by the Company and involved in the business of the Company; (ii) all costs of funds borrowed by the Company and all taxes and other assessments on the Company's assets and other taxes applicable to the Company; (iii) reasonable legal, audit and accounting fees; (iv) the cost of insurance as required in connection with the business of the Company; (v) reasonable expenses of revising, amending, or modifying this Agreement or terminating the Company; (vi) reasonable expenses in connection with distributions made by the Company, and communications necessary in maintaining relations with Members and outside parties, (vii) reasonable expenses in connection with preparing and mailing reports required to be furnished to Members for investor, tax reporting or other purposes, or other reports to Members; (viii) reasonable costs incurred in connection with any litigation in which the Company is involved, as well as any examination, investigation or other proceedings conducted by any regulatory agency with jurisdiction over the Company, including legal and accounting fees incurred in connection therewith; (ix) property management fees; and (x) reasonable expenses of professionals employed by the Company in connection with any of the foregoing, including attorneys, accountants and appraisers.

ARTICLE VII

ALLOCATION OF INCOME AND LOSS; DISTRIBUTIONS

7.01 Distributions. All Distributions shall be paid to the Initial Member. If there is more than one Member, the Members shall amend this Section 7.01 to reflect the Members' agreement regarding payment of Distributions.

7.02 Allocations of Net Income and Net Losses. Net Income and Net Losses of the Company for each Fiscal Year shall be allocated 100% to the Initial Member. If there is more than one Member, the Members shall amend this Section 7.02 to reflect the Members' agreement regarding allocation of Net Income and Net Losses of the Company.

ARTICLE VIII

ASSIGNMENT OF COMPANY INTERESTS

8.01 Assignment. A Member may assign (whether by sale, exchange, gift contribution, distribution or other transfer, including a pledge or other assignment for security purposes) all or any part of its Company Interest.

8.02 Assignee. Provided the provisions of this Article VIII have been complied with, an Assignee shall be entitled to receive distributions of cash or other property, and allocations of Net Income and Net Losses, from the Company attributable to the assigned Company Interests from and after the effective date of the assignment in accordance with Article VII, but an Assignee shall have no other rights of a Member herein, such as rights to any information, an accounting, inspection of books or records or voting as a Member on matters set forth herein or by law, until such Assignee is admitted as a Member pursuant to the provisions of Article X; except that an Assignee shall have the right solely to receive a copy of the annual financial statements required herein to be provided the Members. The Company shall be entitled to treat the assignor as the absolute owner of the Company Interests in all respects, and shall incur no liability for distributions, allocations of Net Income or Net Losses, or transmittal of reports and notices required to be given to Members which are made in good faith to the assignor until the effective date of the assignment, or, in the case of the transmittal of reports (other than the financial statements referred to above) or notices, until the Assignee is so admitted as a substitute Member. The effective date of an assignment shall be the first day of the calendar month following the month in which the Member has received an executed instrument of assignment in compliance with this Article VIII or the first day of a later month if specified in the executed instrument of assignment. The Assignee shall be deemed an Assignee on the effective date, and shall be only entitled to distributions, Net Income or Net Losses attributable to the period after the effective date of assignment. Each Assignee will inherit the balance of the Capital Account, as of the effective date of Assignment, of the Assignor with respect to the Company Interest transferred.

8.03 Collateral Assignment. Notwithstanding anything to the contrary in the foregoing Section 8.02 and to the extent permitted by the Act, in the event a Member pledges its Company Interest or its Units, or assigns its Company Interests or its Units for security purposes, or otherwise encumbers its Company Interest or its Units, to a Member's lenders that provide financing to such Member (the "**Lenders**"), (i) such Member may physically deliver the certificate or certificates representing its Units to its Lenders; (ii) the provisions of Article X shall not apply to the admission of any such Lender as a Member upon the exercise by such Lender of any rights and remedies under any of the Member's agreements with such Lender; (iii) such Lender shall be entitled to become a member of the Company and otherwise effect the transfer of the assigning Member's Company Interest and Units to such Lender or such other Person as Lender may select consistent with the terms of the Member's agreements with such Lender upon the exercise by such Lender of any rights and remedies under any of the Member's agreements with such Lender, and such Lender or other Person may thereafter exercise all rights and other entitlements of membership in the Company pertaining thereto, in all cases without being required to comply with the provisions of Article X or to make any required Capital Contributions; and (iv) such Lenders or other Persons to whom the Company Interest or Units are transferred by Lender shall be deemed Members without further action upon the effectiveness of such transfer.

8.04 Other Consents and Requirements. Any assignment, sale, transfer, exchange or other disposition of any Company Interest in the Company or the Units must be in compliance with any requirements imposed by any state securities administrator having jurisdiction over the assignment, sale, transfer, exchange or other disposition of the Company Interest or the Units, and the United States Securities and Exchange Commission.

ARTICLE IX

ISSUANCE OF UNIT CERTIFICATES

9.01 Unit Certificates. Each Member shall be issued a certificate or certificates for Units to denominate such Member's Company Interest. The names of each Member and the number of Units held by such Member, together with the certificate number of each Unit certificate issued to such Member shall be set forth on Exhibit A attached hereto. All certificates shall be signed in the name of the Company by the President and the Chief Financial Officer or Secretary of the Manager, certifying the number of Units owned by the Unit holder. Any or all of the signatures on a certificate may be by facsimile signature.

9.02 Restrictive Legend. In order to reflect the restrictions on disposition of the Units as set forth in this Agreement, the certificates for the Units will be endorsed with a restrictive legend, including without limitation one or both of the following:

"THE UNITS REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY STATE SECURITIES LAWS, AND MAY BE OFFERED AND SOLD ONLY IF SO REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE. THE HOLDER OF THESE UNITS MAY BE REQUIRED TO DELIVER TO THE COMPANY, IF THE COMPANY SO REQUESTS, AN OPINION OF COUNSEL (REASONABLY SATISFACTORY IN FORM AND SUBSTANCE TO THE COMPANY) TO THE EFFECT THAT AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT (OR QUALIFICATION UNDER STATE SECURITIES LAWS) IS AVAILABLE WITH RESPECT TO ANY TRANSFER OF THESE UNITS THAT HAS NOT BEEN SO REGISTERED (OR QUALIFIED).

THE COMPANY WILL FURNISH WITHOUT CHARGE TO EACH HOLDER WHO SO REQUESTS THE POWERS, DESIGNATIONS, PREFERENCES AND RELATIVE RIGHTS OF THE UNITS. THE UNITS EVIDENCED HEREBY ARE SUBJECT TO AN OPERATING AGREEMENT (A COPY OF WHICH MAY BE OBTAINED UPON WRITTEN REQUEST FROM THE COMPANY). FOR ALL PURPOSES, THIS CERTIFICATE AND THE UNITS IT REPRESENTS SHALL BE DEEMED A SECURITY OR SECURITIES GOVERNED BY ARTICLE VIII OF THE UNIFORM COMMERCIAL CODE."

9.03 Additional Legends. If required by the authorities of any state in connection with the issuance of the Units, the legend or legends required by such state authorities shall also be endorsed on all such certificates.

9.04 Lost Certificates. Except as provided in this Section 9.04, no new certificate for Units shall be issued in lieu of an old certificate unless the latter is surrendered to the Company and canceled at the same time. The Company may, in case any Unit certificate or certificates is lost, stolen or destroyed, authorize the issuance of a new certificate in lieu thereof, upon such terms and conditions as the Company may require, including provision for indemnification of the Company sufficient to protect the Company against any claim that may be made against it, including any expense or liability, on account of the alleged loss, theft or destruction of such certificate or the issuance of such new certificate.

9.05 Uniform Commercial Code. For all purposes under this Agreement and any agreement between the Company and its lenders, all of the Company Interests in the Company and the Units issued by the Company representing the same shall be deemed a security or securities governed by Article VIII of the Uniform Commercial Code.

ARTICLE X

ADMISSION OF ASSIGNEE AS MEMBER

10.01 Requirements. An Assignee may not become a Member unless all of the following conditions are first satisfied:

(a) A duly executed and acknowledged written instrument of assignment is filed with the Company, specifying the Company Interest and the Units being assigned and setting forth the intention of the Assignor that the Assignee succeed to Assignor's interest as a substitute Member;

(b) The Assignor and Assignee shall execute and acknowledge any other instruments that the Company deems necessary or desirable for substitution, including the written acceptance and adoption by the Assignee of the provisions of this Agreement;

(c) The admission of the Assignee is approved by the Members;

(d) Payment of a transfer fee to the Company, sufficient to cover all reasonable expenses connected with the substitution; and

(e) Compliance with Article VIII of this Agreement.

10.02 Issuance of Unit Certificates to Assignees. An Assignee shall be issued a certificate or certificates for the Units it acquires upon satisfaction of the requirements set forth in Section 10.01 and compliance with the requirements of Section 9.04.

ARTICLE XI

BOOKS, RECORDS, ACCOUNTING AND REPORTS

11.01 Books and Records. The Company shall maintain at its principal office all of the following:

(a) A current list of the full name and last known business or residence address of each Member set forth in alphabetical order together with the Capital Contributions and Company Interest owned by each Member;

(b) A copy of the Certificate, this Agreement and any and all amendments to either thereof, together with executed copies of any powers of attorney pursuant to which any certificate or amendment has been executed;

(c) Copies of the Company's federal, state and local income tax or information returns and reports, if any, for the six most recent taxable years;

(d) The financial statements of the Company for the six most recent fiscal years;

(e) The Company books and records for at least the current and past three fiscal years.

11.02 Delivery to Members and Inspection.

(a) Upon the request of a Member, the Company shall promptly deliver to the requesting Member a copy of the information required to be maintained by Section 11.01, except for Section 11.01(e).

(b) Each Member, or his duly authorized representative, has the right, upon reasonable request, to each of the following:

(1) Inspect and copy during normal business hours any of the Company records; and

(2) Obtain from the Company, promptly after becoming available, a copy of the Company's federal, state and local income tax or information returns for each year.

(c) The Company shall send to each Member within eighty-five (85) days after the end of each Fiscal Year the information necessary for the Member to complete its federal and state income tax or information returns. The Company shall use its best efforts to send to each Member such information within seventy-five (75) days after the end of each Fiscal Year.

11.03 Annual Statements. The Company shall cause to be prepared for the Members at least annually, at Company expense financial statements of the Company. The financial statements will include a balance sheet, statements of income or loss, cash flows and Members' equity.

11.04 Bank Accounts. The Company shall maintain appropriate accounts at one or more financial institutions for all funds of the Company as determined by the Manager. Such accounts shall be used solely for the business of the Company. Withdrawals from such accounts shall be made only upon the signature of those persons authorized by the Manager.

11.05 Tax Returns. The Manager shall cause any federal, state or local income tax returns of the Company to be prepared and filed on behalf of the Company, and it shall cause copies of such returns to be furnished to each of the Members.

11.06 Disregarded Entity for Federal and State Income and Franchise Tax Purposes. The Initial Member intends that, so long as there is only one Member, the Company shall be treated as a "domestic eligible entity" that is disregarded as an entity separate from its owner (a "**Disregarded Entity**") for federal, state and local income and franchise tax purposes and shall take all reasonable action, including the amendment of this Agreement and the execution of other documents but without changing the economic relationships created by, or the essential terms of, this Agreement, as may be reasonably required to qualify for and receive treatment as a Disregarded Entity for federal income tax purposes.

ARTICLE XII

DESIGNATION OF RIGHTS, AUTHORITIES, POWERS, RESPONSIBILITIES, DUTIES AND LIMITATIONS OF THE MANAGER

12.01 Authority of Manager.

(a) The Manager shall have the exclusive authority to manage the operations and affairs of the Company, shall have the power on behalf and in the name of the Company to carry out any and all of the objects and purposes of the Company, and shall have all authority, rights, and powers conferred by law and those required or appropriate for the management of the Company business.

(b) The Members agree that all determinations decisions and actions made or taken by the Manager in accordance with this Agreement shall be conclusive and absolutely binding upon the Company, the Members and their respective successors, assigns and personal representatives.

12.02 Acts of Manger. The Manager is the agent of the Company for the purpose of its business, and the acts of the Manger in carrying on the usual business of the Company shall bind the Company, unless (1) the Manager has in fact no authority to act on behalf of the Company in the particular matter, and (2) the person with whom the Manager is dealing has knowledge of the fact that the Manager has no such authority.

12.03 Expenses. The Company will pay, or will reimburse the Manager for all costs and expenses incurred by the Manager in connection with the organization and operations of the Company.

12.04 Matters Requiring Consent. Notwithstanding any other provision of this Agreement to the contrary, actions or decisions with respect to any of the following matters shall require the prior written consent of the Initial Member:

(a) amendment of this Agreement, the Certificate or other organizational documents of the Company;

(b) the admission of additional Members to the Company;

(c) the voluntary bankruptcy or entering into receivership of the Company;

(d) the sale or exchange, or other disposition or transfer of all or substantially all of the assets of the Company;

(e) approval of any merger, consolidation, exchange or reclassification of interest or shares involving the Company, or any other form of reorganization or recapitalization involving the Company;

(f) the dissolution or liquidation of the Company other than as set forth in this Agreement; and

(g) any approval by the Company of any assignment or other transfer, whether voluntarily, involuntarily or by operation of law, by any person of such person’s rights, obligations or duties under any agreement between such person and the Company, consent to which by the Initial Member may be given or withheld in the sole and absolute discretion of the Initial Member.

12.05 Officers.

(a) The Manager may appoint officers of the Company at any time. The officers of the Company, if deemed necessary by the Manager may include a president, one or more vice presidents, secretary and one or more assistant secretaries, and chief financial officer (and one or more assistant treasurers). Any individual may hold any number of offices. The officers shall exercise such powers and perform such duties as specified in this Agreement and as shall be determined from time to time by the Manager.

(b) Subject to the rights, if any, of an officer under a contract of employment, any officer may be removed, either with or without cause, by the Manager at any time. Any officer may resign at any time by giving written notice to the Company. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice; and, unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the Company under any contract to which the officer is a party. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in this Agreement for regular appointments to that office.

(c) The president shall be the chief executive officer of the Company, and shall, subject to the control of the Manager, have general and active management of the business of the Company and shall see that all orders and resolutions of the Manager are carried into effect. The president shall have the general powers and duties of management usually vested in the office of president of a corporation, and shall have such other powers and duties as may be prescribed by a Manager or this Agreement. The president shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the Company, except where required or permitted by law to be otherwise signed and executed, and except where the signing and execution thereof shall be expressly delegated by the Manager to some other officer or agent of the Company.

(d) The vice-president, or if there shall be more than one, the vice-presidents in the order determined by the Manager, shall, in the absence or disability of the president, perform the duties and exercise the powers of the president and shall perform such other duties and have such other powers as the Manager may from time to time prescribe.

(e) The secretary shall attend all meetings of the Members, and shall record all the proceedings of the meeting in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The secretary shall give or cause to be given, notice of all meetings of the Members and shall perform such other duties as may be prescribed by the Manager. The secretary shall have custody of the seal, if any, of the Company and the Secretary shall have authority to affix the same to any instrument requiring it, and when so affixed, it may he attested by his or her signature. The secretary shall keep, or cause to be kept at the principal executive office or at the office of the Company’s transfer agent or registrar, as determined by the Manager, all documents described in Section 11.01 and such other documents as may be required under the Act. The secretary shall perform such other duties and have such other authority as may be prescribed elsewhere in this Agreement or from time to time by the Manager. The secretary shall have the general duties, powers and responsibilities of a secretary of a corporation.

(f) The chief financial officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the Company, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, Capital Accounts and Company Interests. The chief financial

officer shall have the custody of the funds and securities of the Company, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company, and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Manager. The chief financial officer shall disburse the funds of the Company as may be ordered by the Manager. The chief financial officer shall perform such other duties and shall have such other responsibility and authority as may be prescribed elsewhere in this Agreement from time to time by the Manager. The chief financial officer shall have the general duties, powers and responsibilities of a chief financial officer of a corporation, and shall be the chief financial and accounting officer of the Company.

ARTICLE XIII

RIGHTS, POWERS AND VOTING RIGHTS OF THE MEMBERS

13.01 Request for Vote. In the event there is more than one Member, any Member holding in the aggregate a Company Interest which equals or exceeds five percent (5%) may call a meeting of the Members for a vote, or may call for a vote without a meeting. In either event, such Member shall establish a date for the meeting on which votes shall be counted and shall mail by first class mail a notice to all Members of the time and place of the Company meeting, if called, and the general nature of the business to be transacted, or if no such meeting has been called, of the matter or matters to be voted and the date which the votes will be counted.

13.02 Procedures. In the event there is more than one Member, each Member shall be entitled to cast one vote for each full Unit held of record by such Member: (i) at a meeting, in person, by written proxy or by a signed writing directing the manner in which he desires that his vote be cast, which writing must be received by the Company prior to such meeting, or (ii) without a meeting, by a signed writing directing the manner in which he desires that his vote be cast, which writing must be received by the Company prior to the date on which the votes of Members are to be counted. Only the votes of Members of record on the notice date, whether at a meeting or otherwise, shall be counted.

13.03 Action By Consent. Notwithstanding anything to the contrary contained in this Article XIII, any action or approval required or permitted by this Agreement to be taken or given by the Initial Member or at any meeting of Members (whether by vote or consent), may be taken or given without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken or approval so given, shall be signed by the Initial Member, or if there is more than one Member, by Members owning Company Interests having not less than the minimum number of votes that would be necessary to authorize or take such action or give such approval at a meeting at which all Members entitled to vote thereon were present and voted. Prompt notice of the taking of any action or the giving of any approval without a meeting by less than unanimous written consent shall be given to those Members who have not consented in writing.

ARTICLE XIV

DISSOLUTION OF THE COMPANY

14.01 Termination of Membership. No Member shall resign from the Company, or take any voluntary action to commence bankruptcy proceedings or dissolve itself. The bankruptcy of a Member shall not be considered a withdrawal by such Member from the Company and such Member shall continue to be a Member of the Company. If any Member ceases to be a Member for any reason, the business of the Company shall be continued by the remaining Members, provided, however, if there are no remaining Members, the successor in interest to the last remaining Member may elect to continue the business.

14.02 Events of Dissolution or Liquidation. The Company shall be dissolved upon the happening of any of the following events:

(a) The failure of the successor-in-interest to the last remaining Member to continue the Company in accordance with the provisions of Section 14.01 hereof after the termination of such Member's membership;

(b) The sale, exchange, or other disposition or transfer of all or substantially all of the assets of the Company;

(c) Upon the unanimous consent of the Members; or

(d) Subject to any provision of this Agreement that limits or prevents dissolution, the happening of any event that, under the Act caused the dissolution of a limited liability company.

14.03 Liquidation. Upon dissolution of the Company for any reason, the Company shall immediately commence to windup its affairs. A reasonable period of time shall be allowed for the orderly termination of the Company business, discharge of its liabilities and distribution or liquidation of the remaining assets so as to enable the Company to minimize the normal losses attendant to the liquidation process. A full accounting of the assets and liabilities of the Company shall be taken and a statement thereof shall be furnished to each Member within thirty (30) days after the dissolution. Such accounting and statements shall be prepared under the direction of the Member or, by a liquidating trustee selected by unanimous consent of the Members. The Company property and assets and/or the proceeds from the liquidation thereof shall be applied in the following order of priority:

(a) First, payment of the debts and liabilities of the Company, in the order of priority provided by law (including any loans by the Members to the Company) and payment of the expenses of liquidation;

(b) Second, setting up of such reserves as the Manager or liquidating trustee may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company or any obligation or liability not then due and payable; provided, however, that any such reserve shall be paid over by the Manager or liquidating trustee to an escrow agent, to be held by such escrow agent for the purpose of disbursing such reserves in payment of such liabilities, and, at the expiration of such escrow period as the Manager or liquidating trustee shall deem advisable but not to exceed one calendar year, to distribute the balance thereafter remaining in the manner hereinafter provided; and

(c) Third, to the Members in accordance with the provisions of Section 7.01.

14.04 Certificate of Cancellation. As soon as possible (but in no event later than 90 days) following the completion of the winding up of the Company, the Manager (or any other appropriate representative of the Company) shall execute a certificate of cancellation in the form prescribed by the Act and shall file the same with the office of the Secretary of State of the State of Indiana.

ARTICLE XV

MISCELLANEOUS

15.01 Severability. If any term or provision of this Agreement is held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of the remainder of this Agreement.

15.02 General. This Agreement: (i) shall be binding on the executors, administrators, estates, heirs and legal successors of the Members and Manager; (ii) be governed by and construed in accordance with the laws of the State of Indiana (without regard to principles of conflict of laws); (iii) may be executed in more than one counterpart as of the day and year first above written; and (iv) contains the entire limited liability company agreement with respect to the Company. The waiver of any of the provisions, terms or conditions contained in this Agreement shall not be considered as a waiver of any of the other provisions, terms or conditions hereof.

15.03 Notices, Etc. All notices and other communications required or permitted hereunder shall be in writing and shall be deemed effectively given upon personal delivery, confirmation of telex or telecopy, or upon the fifth day following mailing by registered mail, postage prepaid, addressed (a) if to any Member at such addresses as set forth on the records of the Company, or at such other address as any Member shall have furnished to the Company in writing, (b) if to the Company or the Manager, at 20400 Stevens Creek Blvd., Suite 600, Cupertino, California 95014.

15.04 Amendment. This Agreement may only be modified or amended if approved by all of the Members.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned has adopted this Operating Agreement as of the day and year first set forth above.

MEMBER:

NATIONAL SPECIALTY CLINICS, INC.
a Delaware corporation

By: /s/ Kevin Hogge
Kevin Hogge
Chief Financial Officer

ACKNOWLEDGED AND AGREED: MANAGER:

CRC HEALTH MANAGEMENT, INC.,
a Delaware corporation

By: /s/ Kevin Hogge
Kevin Hogge
Chief Financial Officer

EXHIBIT A

MEMBERS

Member	Member's Company Interest	Number of Units	Certificate Number
National Specialty Clinics, Inc.	100%	100	1

Exhibit 3.187

ARTICLES OF INCORPORATION

OF

SAN DIEGO HEALTH ALLIANCE

I

The name of this corporation is:

SAN DIEGO HEALTH ALLIANCE

II

The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California ("GCL") other than banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

III

The name and address in the State of California of the corporation's initial agent for the service of process, is:

Galen E. Rogers
1690 East Main, Suite 212
E1 Cajon, California 92021

IV

The corporation is authorized to issue only one class of shares of stock and the total number of shares which the corporation is authorized to issue is one hundred thousand (100,000).

Dated this 6th day of July, 1977.

/s/ L. Frederick Williams
L. Frederick Williams, Incorporator

BECEA & WILLIAMS
ATTORNEYS AT LAW
110 WEST "A" STREET-SUITE 1200
SAN DIEGO, CALIFORNIA 92101
(714) 239-9151

I hereby declare that I am the person who executed the foregoing Articles of Incorporation which execution is my act and deed.

/s/ L. Frederick Williams

L. Frederick Williams, Incorporator

BECEA & WILLIAMS
ATTORNEYS AT LAW
110 WEST “A” STREET-SUITE 1200
SAN DIEGO, CALIFORNIA 92101
(714) 239-9151

Exhibit 3.188

BY-LAWS

OF

SAN DIEGO HEALTH ALLIANCE

ARTICLE I

OFFICES

Section 1. PRINCIPAL OFFICES. The board of directors shall fix the location of the principal executive office of the corporation at any place within or outside the State of California. If the principal executive office is located outside this state, and the corporation has one or more business offices in this state, the board of directors shall fix and designate a principal business office in the State of California.

Section 2. OTHER OFFICES. The board of directors may at any time establish branch or subordinate offices at any place or places where the corporation is qualified to do business.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 1. PLACE OF MEETINGS. Meetings of shareholders shall be held at any place within or outside the State of California designated by the board of directors. In the absence of any such designation, shareholders' meetings shall be held at the principal executive office of the corporation.

Section 2. ANNUAL MEETING. The annual meeting of shareholders shall be held each year on the day and at the time indicated below:

Date: Second Tuesday in January

Time: 5:00 P.M.

However, if this day falls on a legal holiday, then the meeting shall be held at the same time and place on the next succeeding full business day. At this meeting, directors shall be elected, and any other proper business may be transacted.

Section 3. SPECIAL MEETING. A special meeting of the shareholders may be called at any time by the board of directors, or by the chairman of the board, or by the president, or by one or more shareholders holding shares in the aggregate entitled to cast not less than 10% of the votes at that meeting.

If a special meeting is called by any person or persons other than the board of directors, the request shall be in writing, specifying the time of such meeting and the general nature of the business proposed to be transacted, and shall be delivered personally or sent by registered mail or by telegraphic or other facsimile transmission to the chairman of the board, the president, any vice president, or the secretary of the corporation. The officer receiving the request shall cause notice to be promptly given to the shareholders entitled to vote, in accordance with the provisions of Sections 4 and 5 of this Article II, that a meeting will be held at the time requested by the person or persons calling the meeting, not less than thirty-five (35) nor more than sixty (60) days after the receipt of the request. If the notice is not given within twenty (20) days after receipt of the request, the person or persons requesting the meeting may give the notice. Nothing contained in this paragraph of this Section 3 shall be construed as limiting, fixing or affecting the time when a meeting of shareholders called by action of the board of directors may be held.

Section 4. NOTICE OF SHAREHOLDERS' MEETINGS. All notices of meetings of shareholders shall be sent or otherwise given in accordance with Section 5 of this Article II not less than ten (10) nor more than sixty (60) days before the date of the meeting. The notice shall specify the place, date and hour of the meeting and (i) in the case of a special meeting, the general nature of the business to be transacted, or (ii) in the case of the annual meeting, those matters which the board of directors, at the time of giving the notice, intends to present for action by the shareholders. The notice of any meeting at which directors are to be elected shall include the name of any nominee or nominees whom, at the time of the notice, management intends to present for election.

If action is proposed to be taken at any meeting for approval of (i) a contract or transaction in which a director has a direct or indirect financial interest, pursuant to Section 310 of the Corporations Code of California, (ii) an amendment of the articles of incorporation, pursuant to Section 902 of that Code, (iii) a reorganization of the corporation, pursuant to Section 1201 of that Code, (iv) a voluntary dissolution of the corporation, pursuant to Section 1900 of that Code, or (v) a distribution in dissolution other than in accordance with the rights of outstanding preferred shares, pursuant to Section 2007 of that Code, the notice shall also state the general nature of that proposal.

Section 5. MANNER OF GIVING NOTICE; AFFIDAVIT OF NOTICE. Notice of any meeting of shareholders shall be given either personally or by first-class mail or telegraphic or other written communication, charges prepaid, addressed to the shareholder at the address of that shareholder appearing on the books of the corporation or given by the shareholder to the corporation for the purpose of notice. If no such address appears on the corporation's books or is given, notice shall be deemed to have been given if sent to that shareholder by first-class mail or telegraphic or other written communication to the corporation's principal executive office, or if published at least once in a newspaper of general circulation in the county where that office is located. Notice shall be deemed to have been given at the time when delivered personally or deposited in the mail or sent by telegram or other means of written communication.

If any notice addressed to a shareholder at the address of that shareholder appearing on the books of the corporation is returned to the corporation by the United States Postal Service marked to indicate that the United States Postal Service is unable to deliver the notice to the shareholder at that address, all future notices or reports shall be deemed to have been duly given without further mailing if these shall be available to the shareholder on written demand of the shareholder at the principal executive office of the corporation for a period of one year from the date of the giving of the notice.

An affidavit of the mailing or other means of giving any notice of any shareholders' meeting shall be executed by the Secretary, assistant secretary, or any transfer agent of the corporation giving the notice, and shall be filed and maintained in the minute book of the corporation.

Section 6. QUORUM. The presence in person or by proxy of the holders of a majority of the shares entitled to vote at any meeting of shareholders shall constitute a quorum for the transaction of business. The shareholders present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough shareholders to leave less than a quorum, if any action taken (other than adjournment) is approved by at least a majority of the shares required to constitute a quorum.

Section 7. ADJOURNED MEETING; NOTICE. Any shareholders' meeting, annual or special, whether or not a quorum is present, may be adjourned from time to time by the vote of the majority of the shares represented at that meeting, either in person or by proxy, but in the absence of a quorum, no other business may be transacted at that meeting, except as provided in Section 6 of this Article II.

When any meeting of shareholders, either annual or special, is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place are announced at a meeting at which the adjournment is taken, unless a new record date for the adjourned meeting is fixed, or unless the adjournment is for more than forty-five (45) days from the date set for the original meeting, in which case the board of directors shall set a new record date. Notice of any such adjourned meeting shall be given to each shareholder of record entitled to vote at the adjourned meeting in accordance with the provisions of Sections 4 and 5 of this Article II. At any adjourned meeting the corporation may transact any business which might have been transacted at the original meeting.

Section 8. VOTING. The shareholders entitled to vote at any meeting of shareholders shall be determined in accordance with the provisions of Section 11 of this Article II, subject to the provisions of Sections 702 to 704, inclusive, of the Corporations Code of California (relating to voting shares held by a fiduciary, in the name of a corporation, or in joint ownership). The shareholders' vote may be by voice vote or by ballot; provided, however, that any election for directors must be by ballot if demanded by any shareholder before the voting has begun. On any matter other than elections of directors, any shareholder may vote part of the shares in favor of the proposal and refrain from voting the remaining shares or vote them against the propsal, but, if the shareholder fails to specify the number of shares which the shareholder is voting affirmatively, it will be conclusively presumed that the shareholder's approving vote is with respect to all shares that the shareholder is entitled to vote. If a quorum is present, the affirmative vote of the majority of the shares represented at the meeting and entitled to vote on any matter (other than the election of directors) shall be the act of the shareholders, unless the vote of a greater number or voting by classes is required by California General Corporation Law or by the articles of incorporation.

At a shareholders' meeting at which directors are to be elected, no shareholder shall be entitled to cumulate votes (i.e., cast for any one or more candidates a number of votes greater than the number of the shareholder's shares) unless the candidates' names have been placed in nomination prior to commencement of the voting and a shareholder has given notice prior to commencement of the voting of the shareholder's intention to cumulate votes. If any shareholder has given such a notice, then every shareholder entitled to vote may cumulate votes for candidates in nomination and give one candidate a number of votes equal to the number of directors to be elected multiplied by the number of votes to which that shareholder's shares are entitled, or distribute the shareholder's votes on the same principle among any or all of the candidates, as the shareholder thinks fit. The candidates receiving the highest number of votes, up to the number of directors to be elected, shall be elected.

Section 9. WAIVER OF NOTICE OR CONSENT BY ABSENT SHAREHOLDERS. The transactions of any meeting of shareholders, either annual or special, however called and noticed, and wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy, and if, either before or after the meeting, each person entitled to vote, who was not present in person or by proxy, signs a written waiver of notice or a consent to a holding of the meeting, or an approval of the minutes. The waiver of notice or consent need not specify either the business to be transacted or the purpose of any annual or special meeting of shareholders, except that if action is taken or proposed to be taken for approval of any of those matters specified in the second paragraph of Section 4 of this Article II, the waiver of notice or consent shall state the general nature of the proposal. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Attendance by a person at a meeting shall also constitute a waiver of notice of that meeting, except when the person objects, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened, and except that attendance at a meeting is not a waiver of any right to object to the consideration of matters not included in the notice of the meeting if that objection is expressly made at the meeting.

Section 10. SHAREHOLDER ACTION BY WRITTEN CONSENT WITHOUT A MEETING. Any action which may be taken at any annual or special meeting of shareholders may be taken without a meeting and without prior notice, if a consent in writing, setting forth the action so taken, is signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take that action at a meeting at which all shares entitled to vote on that action were present and voted. In the case of election of directors, such a consent shall be effective only if signed by the holders of all outstanding shares entitled to vote for the election of directors; provided, however, that a director may be elected at any time to fill a vacancy on the board of directors that has not been filled by the directors, by the written consent of the holders of a majority of the outstanding shares entitled to vote for the election of directors. All such consents shall be filed with the secretary of the corporation and shall be maintained in the corporate records. Any shareholder giving a written consent, or the shareholder’s proxy holders, or a transferee of the shares or a personal representative of the shareholder or their respective proxy holders, may revoke the consent by a writing received by the secretary of the corporation before written consents of the number of shares required to authorize the proposed action have been filed with the secretary.

If the consents of all shareholders entitled to vote have not been solicited in writing, and if the unanimous written consent of all such shareholders shall not have been received, the secretary shall give prompt notice of the corporate action approved by the shareholders without a meeting. This notice shall be given in the manner specified in Section 5 of this Article II. In the case of approval of (i) contracts or transactions in which a director has a direct or indirect financial interest, pursuant to Section 310 of the Corporations Code of California, (ii) indemnification of agents of the corporation, pursuant to Section 317 of that Code, (iii) a reorganization of the corporation, pursuant to Section 1201 of that Code, and (iv) a distribution in dissolution other than in accordance with the rights of outstanding preferred shares, pursuant to Section 2007 of that Code, the notice shall be given at least ten (10) days before the consummation of any action authorized by that approval.

Section 11. RECORD DATE FOR SHAREHOLDER NOTICE, VOTING, AND GIVING CONSENTS. For purposes of determining the shareholders entitled to notice of any meeting or to vote or entitled to give consent to corporate action without a meeting, the board of directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of any such meeting nor more than sixty (60) days before any such action without a meeting, and in this event only shareholders of record on the date so fixed are entitled to notice and to vote or to give consents, as the case may be, notwithstanding any transfer of any shares on the books of the corporation after the record date, except as otherwise provided in the California General Corporation Law.

If the board of directors does not so fix a record date:

(a) The record date for determining shareholders entitled to notice of or to vote at a meeting of shareholders shall be at the close of business on the business day next preceding the day on which notice is given or, if notice is waived, at the close of business on the business day next preceding the day on which the meeting is held.

(b) The record date for determining shareholders entitled to give consent to corporate action in writing without a meeting, (i) when no prior action by the board has been taken, shall be the day on which the first written consent is given, or (ii) when prior action of the board has been taken, shall be at the close of business on the day on which the board adopts the resolution relating to that action, or the sixtieth (60th) day before the date of such other action, whichever is later.

Section 12. PROXIES. Every person entitled to vote for directors or on any other matter shall have the right to do so either in person or by one or more agents authorized by a written proxy signed by the person and filed with the secretary of the corporation. A proxy shall be deemed signed if the shareholder's name is placed on the proxy (whether by manual signature, typewriting, telegraphic transmission, or otherwise) by the shareholder or the shareholder's attorney in fact. A validly executed proxy which does not state that it is irrevocable shall continue in full force and effect unless (i) revoked by the person executing it, before the vote pursuant to that proxy, by a writing delivered to the corporation stating that the proxy is revoked, or by a subsequent proxy executed by, or attendance at the meeting and voting in person by, the person executing the proxy; or (ii) written notice of the death or incapacity of the maker of that proxy is received by the corporation before the vote pursuant to that proxy is counted; provided, however, that no proxy shall be valid after the expiration of eleven (11) months from the date of the proxy, unless otherwise provided in the proxy. The revocability of a proxy that states on its face that it is irrevocable shall be governed by the provisions of Sections 705(e) and 705(f) of the Corporations Code of California.

Section 13. INSPECTORS OF ELECTION. Before any meeting of shareholders, the board of directors may appoint any persons other than nominees for office to act as inspectors of election at the meeting or its adjournment. If no inspectors of election are so appointed, the chairman of the meeting may, and on the request of any shareholder or a shareholder's proxy shall, appoint inspectors of election at the meeting. The number of inspectors shall be either one (1) or three (3). If inspectors are appointed at a meeting on the request of one or more shareholders or proxies, the holders of a majority of shares or their proxies present at the meeting shall determine whether one (1) or three (3) inspectors are to be appointed. If any person appointed as inspector fails to appear or fails or refuses to act, the chairman of the meeting may, and upon the request of any shareholder or a shareholder's proxy shall, appoint a person to fill that vacancy.

These inspectors shall:

(a) Determine the number of shares outstanding and the voting power of each, the shares represented at the meeting, the existence of a quorum, and the authenticity, validity, and effect of proxies;

(b) Receive votes, ballots, or consents;

(c) Hear and determine all challenges and questions in any way arising in connection with the right to vote;

(d) Count and tabulate all votes or consents;

(e) Determine when the polls shall close;

(f) Determine the result; and

(g) Do any other acts that may be proper to conduct the election or vote with fairness to all shareholders.

ARTICLE III

DIRECTORS

Section 1. POWERS. Subject to the provisions of the California General Corporation Law and any limitations in the articles of incorporation and these by-laws relating to action required to be approved by the shareholders or by the outstanding shares, the business and affairs of the corporation shall be managed and all corporate powers shall be exercised by or under the direction of the board of directors.

Without prejudice to these general powers, and subject to the same limitations, the directors shall have the power to:

(a) Select and remove all officers, agents, and employees of the corporation; prescribe any powers and duties for them that are consistent with law, with the articles of incorporation, and with these by-laws; fix their compensation; and require from them security for faithful service.

(b) Change the principal executive office or the principal business office in the State of California from one location to another; cause the corporation to be qualified to do business in any other state, territory, dependency, or country and conduct business within or without the State of California; and designate any place within or without the State of California for the holding of any shareholders' meeting, or meetings, including annual meetings.

(c) Adopt, make, and use a corporate seal; prescribe the forms of certificates of stock; and alter the form of the seal and certificates.

(d) Authorize the issuance of shares of stock of the corporation on any lawful terms, in consideration of money paid, labor done, services actually rendered, debts or securities cancelled, or tangible or intangible property actually received.

(e) Borrow money and incur indebtedness on behalf of the corporation, and cause to be executed and delivered for the corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities.

Section 2. NUMBER AND QUALIFICATION OF DIRECTORS. The authorized number of directors shall be three (3) until changed by a duly adopted amendment to the articles of incorporation or by an amendment to this by-law adopted by the vote or written consent of holders of a majority of the outstanding shares entitled to vote; provided, however, that an amendment reducing the number of directors to a number less than five (5) cannot be adopted if the votes cast against its adoption at a meeting, or the shares not consenting in the case of action by written consent, are equal to more than 16-2/3% of the outstanding shares entitled to vote.

Section 3. ELECTION AND TERM OF OFFICE OF DIRECTORS. Directors shall be elected at each annual meeting of the shareholders to hold office until the next annual meeting. Each director, including a director elected to fill a vacancy, shall hold office until the expiration of the term for which elected and until a successor has been elected and qualified.

Section 4. VACANCIES. Vacancies in the board of directors may be filled by a majority of the remaining directors, though less than a quorum, or by a sole remaining director, except that a vacancy created by the removal of a director by the vote or written consent of the shareholders or by court order may be filled only by the vote of a majority of the shares entitled to vote represented at a duly held meeting at which a quorum is present, or by the written consent of holders of a majority of the outstanding shares entitled to vote. Each director so elected shall hold office until the next annual meeting of the shareholders and until a successor has been elected and qualified.

A vacancy or vacancies in the board of directors shall be deemed to exist in the event of the death, resignation, or removal of any director, or if the board of directors by resolution declares vacant the office of a director who has been declared of unsound mind by an order of court or convicted of a felony, or if the authorized number of directors is increased, or if the shareholders fail, at any meeting of shareholders at which any director or directors are elected, to elect the number of directors to be voted for at that meeting.

The shareholders may elect a director or directors at any time to fill any vacancy or vacancies not filled by the directors, but any such election by written consent shall require the consent of a majority of the outstanding shares entitled to vote.

Any director may resign effective on giving written notice to the chairman of the board, the president, the secretary, or the board of directors, unless the notice specifies a later time for that resignation to become effective. If the resignation of a director is effective at a future time, the board of directors may elect a successor to take office when the resignation becomes effective.

No reduction of the authorized number of directors shall have the effect of removing any director before that director's term of office expires.

Section 5. PLACE OF MEETINGS AND MEETINGS BY TELEPHONE. Regular meetings of the board of directors may be held at any place within or outside the State of California that has been designated from time to time by resolution of the board. In the absence of such a designation, regular meetings shall be held at the principal executive office of the corporation. Special meetings of the board shall be held at any place within or outside the State of California that has been designated in the notice of the meeting or, if not stated in the notice or there is no notice, at the principal executive office of the corporation. Any meeting, regular or special, may be held by conference telephone or similar communication equipment, so long as all directors participating in the meeting can hear one another, and all such directors shall be deemed to be present in person at the meeting.

Section 6. ANNUAL MEETING. Immediately following each annual meeting of shareholders, the board of directors shall hold a regular meeting for the purpose of organization, any desired election of officers, and the transaction of other business. Notice of this meeting shall not be required.

Section 7. OTHER REGULAR MEETINGS. Other regular meetings of the board of directors shall be held without call at such time as shall from time to time be fixed by the board of directors. Such regular meetings may be held without notice.

Section 8. SPECIAL MEETINGS. Special meetings of the board of directors for any purpose or purposes may be called at any time by the chairman of the board or the president or any vice president or the secretary or any two directors.

Notice of time and place of special meetings shall be delivered personally or by telephone to each director or sent by first-class mail or telegram, charges prepaid, addressed to each director at that director's address as it is shown on the records of the corporation. In case the notice is mailed, it shall be deposited in the United States mail at least four (4) days before the time of the holding of the meeting. In case the notice is delivered personally, or by telephone or telegram, it shall be delivered personally or by telephone or to the telegraph company at least forty-eight (48) hours before the time of the holding of the meeting. Any oral notice given personally or by telephone may be communicated either to the director or to a person at the office of the director who the person giving the notice has reason to believe will promptly communicate it to the director. The notice need not specify the purpose of the meeting nor the place if the meeting is to be held at the principal executive office of the corporation.

Section 9. QUORUM. A majority of the authorized number of directors shall constitute a quorum for the transaction of business, except to adjourn as provided in Section 11 of this Article III. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the board of directors, subject to the provisions of Section 310 of the Corporations Code of California (as to approval of contracts or transactions in which a director has a direct or indirect material financial interest), Section 311 of that Code (as to appointment of committees), and Section 317(e) of that Code (as to indemnification of directors). A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting.

Section 10. WAIVER OF NOTICE. The transactions of any meeting of the board of directors, however called and noticed or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice if a quorum is present and if, either before or after the meeting, each of the directors not present signs a written waiver of notice, a consent to holding the meeting or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. All such waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meeting. Notice of a meeting shall also be deemed given to any director who attends the meeting without protesting before or at its commencement, the lack of notice to that director.

Section 11. ADJOURNMENT. A majority of the directors present, whether or not constituting a quorum, may adjourn any meeting to another time and place.

Section 12. NOTICE OF ADJOURNMENT. Notice of the time and place of holding an adjourned meeting need not be given, unless the meeting is adjourned for more than twenty-four (24) hours, in which case notice of the time and place shall be given before the time of the adjourned meeting, in the manner specified in Section 8 of this Article III, to the directors who were not present at the time of the adjournment.

Section 13. ACTION WITHOUT MEETING. Any action required or permitted to be taken by the board of directors may be taken without a meeting, if all members of the board shall individually or collectively consent in writing to that action. Such action by written consent shall have the same force and effect as a unanimous vote of the board of directors. Such written consent or consents shall be filed with the minutes of the proceedings of the board.

Section 14. FEES AND COMPENSATION OF DIRECTORS. Directors and members of committees may receive such compensation, if any, for their services, and such reimbursement of expenses, as may be fixed or determined by resolution of the board of directors. This Section 14 shall not be construed to preclude any director from serving the corporation in any other capacity as an officer, agent, employee, or otherwise, and receiving compensation for those services.

ARTICLE IV

COMMITTEES

Section 1. COMMITTEES OF DIRECTORS. The board of directors may, by resolution adopted by a majority of the authorized number of directors, designate one or more committees, each consisting of two or more directors, to serve at the pleasure of the board. The board may designate one or more directors as alternate members of any committee, who may replace any absent member at any meeting of the committee. Any committee, to the extent provided in the resolution of the board, shall have all the authority of the board, except with respect to:

(a) the approval of any action which, under the General Corporation Law of California, also requires shareholders' approval or approval of the outstanding shares;

(b) the filling of vacancies on the board of directors or in any committee;

(c) the fixing of compensation of the directors for serving on the board or on any committee;

(d) the amendment or repeal of by-laws or the adoption of new by-laws;

(e) the amendment or repeal of any resolution of the board of directors which by its express terms is not so amendable or repealable;

(f) a distribution to the shareholders of the corporation, except at a rate or in a periodic amount or within a price range determined by the board of directors; or

(g) the appointment of any other committees of the board of directors or the members of these committees.

Section 2. MEETINGS AND ACTION OF COMMITTEES. Meetings and action of committees shall be governed by, and held and taken in accordance with, the provisions of Article III of these by-laws, Sections 5 (place of meetings), 7 (regular meetings), 8 (special meetings and notice), 9 (quorum), 10 (waiver of notice), 11 (adjournment), 12 (notice of adjournment***),*** and 13 (action without meeting), with such changes in the context of those by-laws

as are necessary to substitute the committee and its members for the board of directors and its members, except that the time of regular meetings of committees may be determined either by resolution of the board of directors or by resolution of the committee; special meetings of committees may also be called by resolution of the board of directors; and notice of special meetings of committees shall also be given to all alternate members, who shall have the right to attend all meetings of the committee. The board of directors may adopt rules for the government of any committee not inconsistent with the provisions of these by-laws.

ARTICLE V

OFFICERS

Section 1. OFFICERS. The officers of the corporation shall be a president, a secretary, and a chief financial officer. The corporation may also have, at the discretion of the board of directors, a chairman of the board, one or more vice presidents, one or more assistant secretaries, one or more assistant financial officers, and such other officers as may be appointed in accordance with the provisions of Section 3 of this Article V. Any number of offices may be held by the same person.

Section 2. ELECTION OF OFFICERS. The officers of the corporation, except such officers as may be appointed in accordance with the provisions of Section 3 or Section 5 of this Article V, shall be chosen by the board of directors, and each shall serve at the pleasure of the board, subject to the rights, if any, of an officer under any contract of employment.

Section 3. SUBORDINATE OFFICERS. The board of directors may appoint, and may empower the president to appoint, such other officers as the business of the corporation may require, each of whom shall hold offices for such period, have such authority and perform such duties as are provided in the by-laws or as the board of directors may from time to time determine.

Section 4. REMOVAL AND RESIGNATION OF OFFICERS. Subject to the rights, if any, of an officer under any contract of employment, any officer may be removed, either with or without cause, by the board of directors, at any regular or special meeting of the board, or, except in case of an officer chosen by the board of directors, by any officer upon whom such power of removal may be conferred by the board of directors.

Any officer may resign at any time by giving written notice to the corporation. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice; and unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the corporation under any contract to which the officer is a party.

Section 5. VACANCIES IN OFFICES. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these by-laws for regular appointments to that office.

Section 6. CHAIRMAN OF THE BOARD. The chairman of the board, if such an officer be elected, shall, if present, preside at meetings of the board of directors and exercise and perform such other powers and duties as may be from time to time assigned to him by the board of directors or prescribed by the by-laws. If there is no president, the chairman of the board shall in addition be the chief executive officer of the corporation and shall have the powers and duties prescribed in Section 7 of this Article V.

Section 7. PRESIDENT. Subject to such supervisory powers, if any, as may be given by the board of directors to the chairman of the board, if there be such an officer, the president shall be the chief executive officer of the corporation and shall, subject to the control of the board of directors, have general supervision, direction, and control of the business and the officers of the corporation. He shall preside at all meetings of the shareholders and, in the absence of the chairman of the board, or if there be none, at all meetings of the board of directors. He shall have the general powers and duties of management usually vested in the office of president of a corporation, and shall have such other powers and duties as may be prescribed by the board of directors or the by-laws.

Section 8. VICE PRESIDENTS. In the absence or disability of the president, the vice presidents, if any, in order of their rank as fixed by the board of directors or, if not ranked, a vice president designated by the board of directors, shall perform all the duties of the president, and when so acting shall have all the powers of, and be subject to all the restrictions upon, the president. The vice president shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the board of directors or the by-laws, and the president, or the chairman of the board.

Section 9. SECRETARY. The secretary shall keep or cause to be kept, at the principal executive office or such other place as the board of directors may direct, a book of minutes of all meetings and actions of directors, committees of directors, and shareholders, with the time and place of holding, whether regular or special, and, if special, how authorized, the notice given, the names of those present at directors' meetings or committee meetings, the number of share present or represented at shareholders' meetings, and the proceedings.

The secretary shall keep, or cause to be kept, at the principal executive office or at the office of the corporation's transfer agent or registrar, as determined by resolution of the board of directors, a share register, or a duplicate share register, showing the names of all shareholders and their addresses, the number and classes of shares held by each, the number and date of certificates issued for same, and the number and date of cancellation of every certificate surrendered for cancellation.

The secretary shall give, or cause to be given, notice of all meetings of the shareholders and of the board of directors required by the by-laws or by law to be given, and he shall keep the seal of the corporation if one be adopted, in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the board of directors or by the by-laws.

Section 10. CHIEF FINANCIAL OFFICER. The chief financial officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings, and shares. The books of account shall at all reasonable times be open to inspection by any director.

The chief financial officer shall deposit all moneys and other valuables in the name and to the credit of the corporation with such depositaries as may be designated by the board of directors. He shall disburse the funds of the corporation as may be ordered by the board of directors, shall render to the president and directors, whenever they request it, an account of all of his transactions as chief financial officer and of the financial condition of the corporation, and shall have other powers and perform such other duties as may be prescribed by the board of directors or the by-laws.

ARTICLE VI

INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES AND OTHER AGENTS

The corporation shall, to the maximum extent permitted by the California General Corporation Law, indemnify each of its agents against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with any proceeding arising by reason of the fact any such person is or was an agent of the corporation. For purposes of this Section, an "agent" of the corporation includes any person who is or was a director, officer, employee, or other agent of the corporation,

or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, or was a director, officer, employee, or agent of a corporation which was a predecessor corporation of the corporation or of another enterprise at the request of such predecessor corporation.

ARTICLE VII

RECORDS AND REPORTS

Section 1. MAINTENANCE AND INSPECTION OF SHARE REGISTER. The corporation shall keep at its principal executive office, or at the office of its transfer agent or registrar, if either be appointed and as determined by resolution of the board of directors, a record of its shareholders, giving the names and addresses of all shareholders and the number and class of shares held by each shareholder.

A shareholder or shareholders of the corporation holding at least five percent (5%) in the aggregate of the outstanding voting shares of the corporation may (i) inspect and copy the records of shareholders' names and addresses and shareholders during usual business hours on five days prior written demand on the corporation, and (ii) obtain from the transfer agent of the corporation, on written demand and on the tender of such transfer agent's usual charges for such list, a list of the shareholders' names and addresses, who are entitled to vote for the election of directors, and their shareholdings, as of the most recent record date for which that list has been compiled or as of a date specified by the shareholder after the date of demand. This list shall be made available to any such shareholder by the transfer agent on or before the later of five (5) days after the demand is received or the date specified in the demand as the date as of which the list is to be compiled. The record of shareholders shall also be open to inspection on the written demand of any shareholder or holder of a voting trust certificate, at any time during usual business hours, for a purpose reasonably related to the holder's interests as a shareholder or as the holder of a voting trust certificate. Any inspection and copying under this Section 1 may be made in person or by an agent or attorney of the shareholder or holder of a voting trust certificate making the demand.

Section 2. MAINTENANCE AND INSPECTION OF BY-LAWS. The corporation shall keep at its principal executive office, or if its principal executive office is not in the State of California, at its principal business office in this state, the original or a copy of the by-laws as amended to date, which shall be open to inspection by the shareholders at all reasonable times during

office hours. If the principal executive office of the corporation is outside the State of California and the corporation has no principal business office in this state, the Secretary shall, upon the written request of any shareholder, furnish to that shareholder a copy of the by-laws as amended to date.

Section 3. MAINTENANCE AND INSPECTION OF OTHER CORPORATE RECORDS. The accounting books and records and minutes of proceedings of the shareholders and the board of directors and any committee or committees of the board of directors shall be kept at such place or places designated by the board of directors, or, in the absence of such designation, at the principal executive office of the corporation. The minutes shall be kept in written form and the accounting books and records shall be kept either in written form or in any other form capable of being converted into written form. The minutes and accounting books and records shall be open to inspection upon the written demand of any shareholder or holder of a voting trust certificate, at any reasonable time during usual business hours, for a purpose reasonably related to the holder's interests as a shareholder or as the holder of a voting trust certificate. The inspection may be made in person or by an agent or attorney, and shall include the right to copy and make extracts. These rights of inspection shall extend to the records of each subsidiary corporation of the corporation.

Section 4. INSPECTION BY DIRECTORS. Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of every kind and the physical properties of the corporation and each of its subsidiary corporations. This inspection by a director may be made in person or by an agent or attorney and the right of inspection includes the right to copy and make extracts of documents.

Section 5. ANNUAL REPORT TO SHAREHOLDERS. The annual report to shareholders referred to in Section 1501 of the California General Corporation Law is expressly dispensed with, but nothing herein shall be interpreted as prohibiting the board of directors from issuing annual or other periodic reports to the shareholders of the corporation as they consider appropriate.

Section 6. FINANCIAL STATEMENTS. A copy of any annual financial statement and any income statement of the corporation for each quarterly period of each fiscal year, and any accompanying balance sheet of the corporation as of the end of each such period, that has been prepared by the corporation shall be kept on file in the principal executive office of the corporation for twelve (12) months and each such statement shall be exhibited at all reasonable times to any shareholder demanding an examination of any such statement or a copy shall be mailed to any such shareholder.

If a shareholder or shareholders holding at least five percent (5%) of the outstanding shares of any class of stock of the corporation makes a written request to the corporation for an income statement of the corporation for the three-month, six-month or nine-month period of the then current fiscal year ended more than thirty (30) days before the date of the request, and a balance sheet of the corporation as of the end of that period, the chief financial officer shall cause that statement to be prepared, if not already prepared, and shall deliver personally or mail that statement or statements to the person making the request within thirty (30) days after the receipt of the request. If the corporation has not sent to the shareholders its annual report for the last fiscal year, this report shall likewise be delivered or mailed to the shareholder or shareholders within thirty (30) days after the request.

The corporation shall also, on the written request of any shareholder, mail to the shareholder a copy of the last annual, semi-annual, or quarterly income statement which it has prepared, and a balance sheet as of the end of that period.

The quarterly income statements and balance sheets referred to in this section shall be accompanied by the report, if any, of any independent accountants engaged by the corporation or the certificate of an authorized officer of the corporation that the financial statements were prepared without audit from the books and records of the corporation.

Section 7. ANNUAL STATEMENT OF GENERAL INFORMATION. The corporation shall, during the period commencing on July 8 and ending on July 7 in each year, file with the Secretary of State of the State of California, on the prescribed form, a statement setting forth the authorized number of directors, the names and complete business or residence addresses of all incumbent directors, the names and complete business or residence addresses of the chief executive officer, secretary, and chief financial officer, the street address of its principal executive office or principal business office in this state, and the general type of business constituting the principal business activity of the corporation, together with a designation of the agent of the corporation for the purpose of service of process, all in compliance with Section 1502 of the Corporations Code of California.

ARTICLE VIII

GENERAL CORPORATE MATTERS

Section 1. RECORD DATE FOR PURPOSES OTHER THAN NOTICE AND VOTING. For purposes of determining the shareholders entitled to receive payment of any dividend or other distribution or allotment of any rights or entitled to exercise any rights in respect of any other lawful action (other than action by shareholders by written consent without a meeting), the board of directors may

fix, in advance, a record date, which shall not be more than sixty (60) days before any such action, and in that case only shareholders of record on the date so fixed are entitled to receive the dividend, distribution, or allotment of rights or to exercise the rights, as the case may be, notwithstanding any transfer of any shares on the books of the corporation after the record date so fixed, except as otherwise provided in the California General Corporation Law.

If the board of directors does not so fix a record date, the record date for determining shareholders for any such purpose shall be at the close of business on the day on which the board adopts the applicable resolution or the sixtieth (60th) day before the date of that action, whichever is later.

Section 2. CHECKS, DRAFTS, EVIDENCES OF INDEBTEDNESS. All checks, drafts, or other orders for payment of money, notes, or other evidences of indebtedness, issued in the name of or payable to the corporation, shall be signed or endorsed by such person or persons and in such manner as, from time to time, shall be determined by resolution of the board of directors.

Section 3. CORPORATE CONTRACTS AND INSTRUMENTS; HOW EXECUTED. The board of directors, except as otherwise provided in these bylaws, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the corporation, and this authority may be general or confined to specific instances; and, unless so authorized or ratified by the board of directors or within the agency power of an officer, no officer, agent, or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or for any amount.

Section 4. CERTIFICATES FOR SHARES. A certificate or certificates for shares of the capital stock of the corporation shall be issued to each shareholder when any of these shares are fully paid, and the board of directors may authorize the issuance of certificates or shares as partly paid provided that these certificates shall state the amount of the consideration to be paid for them and the amount paid. All certificates shall be signed in the name of the corporation by the chairman of the board or vice chairman of the board or the president or vice president and by the chief financial officer or an assistant financial officer or the secretary or any assistant secretary, certifying the number of shares and the class or series of shares owned by the shareholder. Any or all of the signatures on the certificate may be facsimile. In case any officer, transfer agent, or registrar who has signed or whose facsimile signature has been placed on a certificate shall have ceased to be that officer, transfer agent, or registrar before that certificate is issued, it may be issued by the corporation with the same effect as if that person were an officer, transfer agent, or registrar at the date of issue.

Section 5. LOST CERTIFICATES. Except as provided in this Section 5, no new certificates for shares shall be issued to replace an old certificate unless the latter is surrendered to the corporation and cancelled at the same time. The board of directors may, in case any share certificate or certificate for any other security is lost, stolen, or destroyed, authorize the issuance of a replacement certificate on such terms and conditions as the board may require, including provision for indemnification of the corporation secured by a bond or other adequate security sufficient to protect the corporation against any claim that may be made against it, including any expense or liability, on account of the alleged loss, theft, or destruction of the certificate or the issuance of the replacement certificate.

Section 6. REPRESENTATION OF SHARES OF OTHER CORPORATIONS. The chairman of the board, the president, or any vice president, or any other person authorized by resolution of the board of directors or by any of the foregoing designated officers, is authorized to vote on behalf of the corporation any and all shares of any other corporation or corporations, foreign or domestic, standing in the name of the corporation. The authority granted to these officers to vote or represent on behalf of the corporation any and all shares held by the corporation in any other corporation or corporations may be exercised by any of these officers in person or by any person authorized to do so by a proxy duly executed by these officers.

Section 7. CONSTRUCTION AND DEFINITIONS. Unless the context requires otherwise, the general provisions, rules of construction, and definitions in the California General Corporation Law shall govern the construction of these by-laws. Without limiting the generality of this provision, the singular number includes the plural, the plural number includes the singular, and the term “person” includes both a corporation and a natural person.

ARTICLE IX

AMENDMENTS

Section 1. AMENDMENT BY SHAREHOLDERS. New by-laws may be adopted or these by-laws may be amended or repealed by the vote or written consent of holders of a majority of the outstanding shares entitled to vote; provided, however, that if the articles of incorporation of the corporation set forth the number of authorized directors of the corporation, the authorized number of directors may be changed only by an amendment of the articles of incorporation.

Section 2. AMENDMENT BY DIRECTORS. Subject to the rights of the shareholders as provided in Section 1 of this Article IX, by-laws, other than a by-law or an amendment of a by-law changing the authorized number of directors, may be adopted, amended, or repealed by the board of directors.

ARTICLE X

PAYMENTS OR LOANS MADE TO OFFICERS OR OTHER EMPLOYEES

Any payments made to or for an officer or other employee of the corporation such as salary, commission, bonus, interest, rent, loans, advances, entertainment expense incurred by him, or any other expenses deemed personal rather than corporate, which shall be disallowed in whole or in part is a deductible expense by the Internal Revenue Service or Franchise Tax Board, shall be reimbursed by such officer to the corporation to the full extent of such disallowance.

It shall be the duty of the directors, as a board, to enforce payment of each such amount disallowed. In lieu of payment by the officer, subject to the determination of the directors, proportionate amounts may be withheld from his future compensation payments until the amount owed to the corporation has been recovered.

CERTIFICATE OF ADOPTION OF BY-LAWS

Adoption by Incorporator(s) or First Director(s)

The undersigned person(s) appointed in the Articles of Incorporation to act as the Incorporator(s) or First Director(s) of the above named corporation hereby adopt the same as the By-Laws of said corporation.

Executed this 27 day of July, 1977.

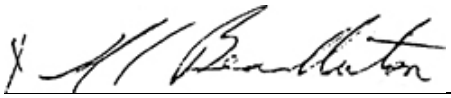
Name

Certificate by Secretary

I DO HEREBY CERTIFY AS FOLLOWS:

That I am the duly elected, qualified and acting Secretary of the above named corporation; that the foregoing By-Laws were adopted as the By-Laws of said corporation on the date set forth above by the person(s) appointed in the Articles of Incorporation to act as the Incorporator(s) or First Director(s) of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 27 day of July, 19__.



Secretary

Certificate by Secretary of Adoption by Shareholders' Vote

THIS IS TO CERTIFY:

That I am the duly elected, qualified and acting Secretary of the above named corporation and that the above and foregoing Code of By-Laws was submitted to the shareholders at their first meeting held on the date set forth in the By-Laws and recorded in the minutes thereof, was ratified by the vote of shareholders entitled to exercise the majority of the voting power of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 19__ .

Secretary

Exhibit 3.189

PARTNERSHIP AGREEMENT
OF
SAN DIEGO TREATMENT SERVICES, INC.

This Partnership Agreement (this "Agreement") is entered into and effective as of May 1, 1987, by and between San Diego Treatment Services (B), Inc. a California corporation (hereinafter "B"), San Diego Treatment Services (J), Inc. a California corporation (hereinafter "J"), P.A.S. Defined Benefit Pension Plan (hereinafter "P.A.S."), and Joyce Howerton Revocable Trust No. 1 (hereinafter "J.H.R.T. No. 1"), hereinafter collectively referred to as "the Partners".

1. New Partnership. The Partners desire to form a general partnership pursuant to Chapter 1 of Title 2 of the California Corporations Code upon the terms, agreements and conditions hereinafter set forth.

2. Name of Partnership. The name of the Partnership shall be "San Diego Treatment Services." The Partnership shall record with the Office of the Recorder of the County of San Diego and with such other and further Counties in which the Partnership shall engage in any business activity, a Statement of Partnership, setting forth the names of the Partners, and stating that the signatures of both B and J are required to bind the Partnership and to convey any Partnership property, real or personal. The Partnership shall sign and cause to be filed in any County deemed necessary for the furtherance of the Partnership's activities, an appropriate Fictitious Business Name Statement.

3. Place of Business. The Partnership's principal place of business shall be 1665 East Fourth Street, Suite 211, Santa Ana, California 92701. Such principal place of business may be changed from time to time, and such other and further place of business may be established with actions taken in accordance with the provisions of this Agreement that govern management of the Partnership's business affairs.

4. Term of Partnership. The Partnership shall commence as of the date of this Agreement and shall continue until this Agreement is dissolved as provided herein.

5. Purpose of Partnership. The purpose of the Partnership is to engage in the business of owning and operating clinics providing alcohol and drug rehabilitation treatment and ancillary medical services in the County of San Diego.

6. Capital Contributions.

(a) Initial Contributions. Each Partner's initial capital contribution shall consist of the assets listed in Exhibit A attached hereto and incorporated herein by this reference. Concurrent with the execution of this Agreement, the Partners shall convey such assets to the Partnership.

(b) Withdrawal of Contributions. Except as otherwise herein provided, no portion of the Partnership capital may be withdrawn by a Partner at any time without the written consent of the other Partner.

(c) Interest on Contributions. No Partner shall be entitled to interest on his contribution to the capital of the Partnership.

(d) Allocation of Partnership Interests. Each of the Partners herein is hereby allocated the following respective interests in the Partnership (a "Partnership Interest");

(1) B – 49%
(2) J – 49%
(3) P.A.S. – 1%
(4) J.H.R.T. No. 1 – 1%

7. Additional Capital Contributions.

(a) It is anticipated that the business of the Partnership, and the development of the business opportunities selected by the Partnership, may require additional capital contributions by the Partners. Unless otherwise agreed to, said additional capital contributions as required, shall be made in cash and at such time and in such amounts as is agreed by both of the Partners. No Partner shall be allowed to make an additional capital contribution without the written consent of the other Partner.

(b) If the Partners agree to unequal capital contributions, their respective Partnership Interests shall be adjusted to reflect each Partner's different level of investment in the Partnership; provided, however, that to the extent that such additional capital contributions are linked to concurrent increases in Partnership liabilities, each Partner's Partnership Interest may be increased to reflect this assumption of liabilities.

8. Profits and Losses. The net profits and net losses of the Partnership, and for tax purposes each item of income, gain, loss, deduction or credit, shall be allocated to the Partners in proportion to their respective Partnership Interests. As used herein “net profits” and “net losses” shall be computed in accordance with the same method of accounting consistently applied, and on the same basis as that used, in the preparation of the Partnership’s information tax return for Federal income tax purposes.

9. Distributions. Distributions of the Partnership funds to the Partners shall be made only upon the consent of both Partners.

10. Partnership Accounting.

(a) Accounting Method. The Partnership shall keep its accounting records and shall report its income for income tax purposes on a calendar year basis and according to the cash method of accounting. The accounting for Partnership purposes shall be in accordance with generally accepted accounting principles applied in a consistent manner.

(b) Books and Records. The accounting and other records of the Partnership shall be maintained at the principal place of business of the Partnership or at such other place as may be designated in writing by the Partners, and shall be available for inspection by the Partners at all reasonable times during normal business hours.

(c) Capital Accounts. An individual capital account shall be maintained for each Partner. Each Partner's capital account shall consist of his capital contributions increased by his share of Partnership profits, decreased by any distributions to such Partner, and decreased further by his share of Partnership losses. A debit balance in a Partner's capital account, whether by virtue of withdrawals in excess of his respective share of Partnership profits or by charging such Partner for his share of Partnership losses, shall constitute an obligation of such Partner to the Partnership.

(d) Financial Statements. A balance sheet of the Partnership at the end of each fiscal year, together with a statement of earnings for the twelve (12) months then ended, shall be prepared by the Partners or by the Partnership's independent public accountants at the end of each fiscal year, and copies thereof, together with copies of the proposed federal and California informational tax returns for the partnership for such year, shall be furnished to each Partner within a reasonable time following the end of each such year.

11. Bank Accounts. All funds of the Partnership shall be deposited in the name of the Partnership in an account in such bank as shall be determined by the Partners, and all withdrawals or disbursements from said account shall be made by check drawn in the Partnership's name upon such account and signed on behalf of the Partnership by any one of the Partners.

12. Duties and Management.

(a) Duties. In accordance with the provisions of this Agreement, the Partners shall devote such time to the Partnership as shall be necessary to conduct the Partnership's business and to operate and manage the Partnership in a reasonably efficient manner.

(b) Management. No act shall be taken, or sum expended, or obligation incurred by the Partnership within the scope of a major decision as defined below except with the consent of both Partners holding a forty-nine percent (49%) interest in the Partnership. A "major decision" shall be defined as follows:

(1) Acquisition or establishment of any clinic or and interest therein;

(2) Terms and conditions of financing of the Partnership's operations and acquisitions;

(3) Establishment of or participation in a joint venture or partnership with third parties.

(4) The sale, assignment, hypothecation, encumbrance, pledge, transfer, and/or conveyance, voluntarily or involuntarily, of all or of any portion of any asset of the Partnership;

(5) Incurring any obligations in excess of Thirty Thousand Dollars ($30,000.00) or borrowing money in excess of Thirty Thousand Dollars ($30,000.00) in the name or on the credit of the Partnership;

(6) Determination of whether or not distributions of income or capital should be made to the Partners, when they should be made, and in what amounts;

(7) Loan any Partnership funds;

(8) Cause the Partnership to become bailee, surety, or endorser for any third person or entity;

(9) Enter into any contract, lease, agreement, or other arrangement on behalf of the Partnership with any party or entity related to or affiliated with any Partner or with respect to which any Partner is affiliated or has an interest in, directly or indirectly;

(10) Assign the Partnership's property in trust for the benefit of creditors;

(11) Do any other act which would make it impossible to carry on the ordinary business of the Partnership;

(12) Confess a judgment; or

(13) Submit a Partnership claim or liability to arbitration or reference.

(c) Each Partner shall have a voice in the management and conduct of the partnership business in proportion to his Partnership interest. No major decision shall be made in contravention of this Agreement without the agreement of both Partners holding a forty-nine percent (49%) interest in the Partnership.

13. Distribution of Surplus Funds. The Partnership shall distribute to the Partners such surplus cash available for distribution as the Partners shall agree before the end of each year. Distributions shall be to the Partners in proportion to their respective Partnership Interests. Surplus funds shall be deemed available for the purpose of distribution after reasonable provision has been made for operating expenses, contingencies, and amortization of debt, if any.

14. Indemnity. Each Partner hereby agrees to indemnify and save harmless the Partnership and the other Partners from and against any loss or liability in any way arising out of any breach by such Partner of this Agreement, or of any liability imposed upon the Partnership or the other Partner by reason of any acts of such Partner in violation of the terms hereof, or which are not authorized hereby. In the event that the Partnership is made a party to any obligation or otherwise incurs any losses or expenses as a result of or in connection with personal obligations or liabilities of any Partners unconnected with Partnership business, such Partner shall indemnify and reimburse the Partnership for all such expenses incurred, including attorney's fees incurred with attorneys of the Partnership's choice, and the capital account or interest of such Partner in this Partnership may be charged therefor.

15. Non-Transferability.

(a) Except as otherwise set forth herein, a Partner's interest in the Partnership shall not be transferred, in whole or in part, and any other purported transfer of all or part of a Partner's interest shall be void and of no effect against the Partnership, the other Partner, any creditor of the Partnership, or any claimant against the Partners.

(b) A Partner may transfer, assign, sell or convey all or part of his Partnership Interest only as follows:

(1) To the Partnership or to any other Partner'

(2) To a corporation if, immediately following the transfer, the Partner making the transfer owns one hundred percent (100% of the corporation's voting shares; or

(3) To a trust of which the Partner is the sole trustee; or

(4) To any person, after the Partner making the transfer has first offered the other Partner such Partnership Interest as provided herein.

(i) Right of First Refusal. If any Partner (hereinafter referred to as the "Selling Partner") receives an offer, whether or not solicited by him, from a person not then a Partner to purchase all or any portion of his Partnership Interest, and if the Selling Partner receiving the offer is willing to accept such offer, he shall give written notice of the amount, the terms of the offer, the identity of the proposed transferee, and his willingness to accept the offer to the other corporate Partner, i.e., to J, if the offer is received by Robert Kahn, and vice-versa (hereinafter referred to as the "Non-Selling Partner"). In the case of a sale by P.A.S., B shall have a right of first refusal to purchase said interest in the Partnership. In the case of a sale by J.H.R.T. No. 1, J shall have a right of first refusal to purchase said interest in the Partnership. The

Non-Selling Partner shall have the option, within sixty (60) days after such notice is given, to purchase the entire designated Partnership Interest, and not less than the entire designated Partnership interest or designated portion of the Partnership interest of the Selling Partner on the same terms and conditions as those contained in the offer.

(ii) Duties of Non-Selling (Purchasing Partner. On any purchase and sale being made pursuant to the provisions of this Agreement, the Non-Selling Partner purchasing the Selling Partner's interest shall assume all obligations of the Partnership, and shall hold the Selling Partner, and the property of any such Selling Partner, free and harmless from all liability for such obligations. Further, such Non-Selling (Purchasing) Partner, at his own cost and expense, shall immediately cause to be prepared, filed, served and published all such notices as may be required by law to protect the Selling Partner from liability for the future obligations of the Partner's business.

(iii) Rejections. In the event that the Non-Selling Partner does not elect to purchase the Partnership interest referred to in the notice and tender in accordance with the terms of purchase within the time hereinabove provided, the Selling Partner shall have the right, during the next thirty (30) days, to sell his Partnership interest to the transferee specified in the notice in strict accordance with the terms and conditions set forth in such notice. Any change in such terms and conditions shall require a new notice and offer to the Non-Selling Partner.

(c) No Partner may assign, pledge, encumber, sell or otherwise dispose of his interest as a Partner in this Partnership except as provided hereinabove, or with the written consent of the other Partner.

16. Dissolution of Partnership.

(a) Events Causing Dissolution. Except as otherwise herein provided, the Partnership shall be dissolved only upon:

(1) the entry of a charging order or an order for relief under Title 11, United States Code as to any Partner;

(2) an order of insolvency under State law as to any Partner;

(3) an assignment by a Partner for the benefit of his creditors; or

(4) the written agreement of the Partners to dissolve the Partnership.

(b) Liquidation and Distribution. Except as otherwise provided herein, upon a dissolution of the Partnership for any reason, the Partners or the remaining Partners, in the event of a dissolution as described in Subsections (a)(1) through (4) of this Section 35, shall proceed to liquidate the Partnership, and distribute any proceeds from such liquidation, together with any assets distributable in kind, first to the satisfaction of the debts and liabilities of the Partnership (including any loans from the Partners), then to the Partners in the amount necessary

to equalize the capital accounts of the Partners, and, thereafter, to the Partners in proportion to their respective Partnership interest; provided that if one or both Partners have capital accounts of less than zero, each such Partner shall contribute to the Partnership sufficient funds to equalize the negative capital balances or to bring such Partner's capital balance to zero, as the case may be. A reasonable time shall be allowed for the orderly liquidation of the assets of the Partnership and the discharge of liabilities to creditors. Upon complying with the foregoing distribution plan, the Partners shall execute and cause to be published and filed an appropriate notice of dissolution of the Partnership.

17. Additional Partners. Additional Partners may not be admitted to the Partnership unless all Partners shall agree in writing prior to such admission, and an amended Partnership Agreement is executed among all Partners, acceptable to all Partners.

18. Title to Property. Partnership property shall be held by the Partnership subject to the terms and provisions hereof. Title to and ownership of all assets of the Partnership shall be held in the name of the Partnership, or in such other name or names as a majority of the Partners may designate.

19. Partnership Losses Due to Partner's Individual Liabilities. Each Partner agrees to indemnify and hold harmless the other Partners and the Partnership from and against all losses, costs, damages, claims, liabilities or expenses (including attorneys' fees incurred with an attorney of the indemnitee's choice) arising out of, resulting from, or in connection with personal obligations or liabilities of any Partner. In the event the Partnership is made a party to any litigation, or otherwise incurs any losses or expenses as a result of, or in connection with, personal obligations or liabilities of any Partner, and in particular any charging order, such Partner shall reimburse the Partnership for all such reasonable expenses incurred, including attorneys' fees incurred with an attorney of the Partnership's choice, and the capital account of such Partner in the Partnership shall be charged therefor.

20. Financial Data. Each Partner shall furnish any financial data with respect to itself, if any, as reasonably required in connection with the procuring of financing for the Partnership's business.

21. Additional Documents. Each Partner agrees to execute with acknowledgement and affidavit if required, all documents and writings including financing agreements and financial statements which may be necessary, expedient, or required for the creation of the Partnership and the achievement of its purposes.

22. Counterparts and Execution. This Partnership Agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement, and all of which shall constitute one agreement.

23. Notices. Any notices required or permitted to be given hereunder to any Partner shall be deemed given when mailed postage prepaid via registered or certified United States mail, addressed to the Partner at the address of such Partner shown adjacent to his signature to this Agreement, or at such other address as may be specified by the Partner by notice duly given to all other Partners.

24. Conflict. It is the intention and agreement of the Partners hereto that this entity shall be and constitute a partnership and nothing else. In the event that at any time anything in this agreement shall be in conflict with government rulings, laws, regulations, or decisions relating to federal income taxes as they may apply to the organization and conduct of a partnership, such laws, rulings, regulations or decisions, as the case may be, shall prevail, it being the intention of the Partners that this Partnership shall, for tax purposes, operate within the framework thereof.

25. Severability. In the event that any provisions of this agreement shall be determined to be invalid or unenforceable, prohibited by the laws of the State or place where it is performed, this agreement shall be considered divisible as to such provisions, and such provisions shall be inoperative and shall not be a part of the consideration moving from any part to the other, and the remaining provisions of this agreement shall be valid and binding and of like effect as though such invalid, unenforceable, or prohibited provisions were not included herein.

26. Arbitration. In the event of any dispute or disagreement between any of the Partners affecting the Partners' respective rights in the Partnership or the interpretation of this Agreement, the disputing Partners shall set forth their respective positions and disagreements in writing and give notice of the same to each other, and make a good faith effort to resolve the dispute or disagreement. If the dispute is not settled at the expiration of fifteen (15) days from the time such notice is received, then the entire matter shall be submitted to binding arbitration. The arbitration shall be conducted under the rules set forth in the Code of Civil Procedure of the State of California, except to the extent that the parties at that time may agree upon other rules. The arbitrator shall be bound to the strict interpretation and observance of the terms of this agreement. The successful party to any arbitration shall be awarded all costs and attorney's fees attributable to the arbitration and the dispute or controversy to which it relates.

27. Governing Law. This agreement is executed at San Diego, California, and intended to be performed in the State of California, and the laws of said State shall govern its interpretation and effect.

28. Attorneys' Fees. In the event arbitration or litigation is necessary to enforce any of the provisions of this agreement, the prevailing party therein shall be entitled to all costs and reasonable attorney's fees incurred in connection therewith.

29. Entire Agreement.

(a) this instrument contains the entire agreement of the parties relating to the rights granted and obligations assumed by this agreement. Any oral representations or modifications concerning this instrument shall be of no force or effect unless contained in a subsequent writing signed by the party to be charged therewith.

(b) This agreement may be amended at any time and from time to time, but any amendment must be in writing and signed by each person who is then a Partner.

30. Captions. All sections, titles or captions contained in this Agreement are for convenience only and shall not be deemed a part of this agreement.

31. Variations of Pronouns. All pronouns and variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons or entity may require.

32. Binding on Successors. Subject to the restrictions against transfer as herein contained, this agreement shall inure to the benefit of and shall be binding upon the assigns and successors in interest of each of the parties hereto.

33. Waiver. No waiver of any provision of this agreement shall be deemed to be or constitute a continuing waiver of any other provision unless otherwise expressly provided in writing.

34. Interpretation. This agreement shall not be interpreted in favor of or against any Partner because that Partner or that Partner's legal counsel drafted this Agreement, but, rather, it shall be interpreted as if all Partners contributed equally to its preparation.

SAN DIEGO TREATMENT SERVICES (B), INC.

By /s/ ROBERT KAHN
ROBERT KAHN, President
6060 Mission Gorge Road
San Diego, CA 92120

SAN DIEGO TREATMENT SERVICES (J), INC.

By /s/ JOYCE HOWERTON
JOYCE HOWERTON, President
1665 East Fourth Street, Suite 211
Santa Ana, CA 92701

P.A.S. DEFINED BENEFIT PENSION PLAN

By /s/ ROBERT KAHN
ROBERT KAHN, President
6060 Mission Gorge Road
San Diego, CA 92120

JOYCE HOWERTON REVOCABLE TRUST NO. 1

By /s/ JOYCE HOWERTON
JOYCE HOWERTON, Trustee

Exhibit 3.194

FILED
In the Office of the
Secretary of State of Texas
JUL 19 1989

ARTICLES OF INCORPORATION OF
SHELTERED LIVING INCORPORATED

Corporations Section

I, the undersigned, a natural person of the age 18 years or more and a citizen of the State of Texas, acting as the incorporator of a corporation under the Texas Business Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE I. NAME

The name of this corporation is SHELTERED LIVING INCORPORATED.

ARTICLE II. DURATION

The period of its duration is perpetual.

ARTICLE III. PURPOSE OR PURPOSES

The purpose or purposes for which the corporation is organized are for the transaction of any or all lawful business for which corporations may be incorporated under the Texas Business Corporation Act.

The foregoing shall be construed as objects, purposes, and powers, and enumeration thereof shall not be held to limit or restrict in any manner the powers hereafter conferred on this corporation by the laws of the State of Texas.

The corporation may in its bylaws confer powers, not in conflict with law, upon its directors in addition to the foregoing and in addition to the powers and authorities expressly conferred upon them by statute.

ARTICLE IV. CAPITALIZATION

The aggregate number of shares which the corporation shall have authority to issue is 100,000 at $1.00 par value each.

ARTICLE V. STOCK STRUCTURE

The corporation is authorized to issue only one class of shares of stock, and no distinction shall exist between the shares of the corporation or between the holders thereof.

ARTICLE VI. PREEMPTIVE RIGHTS

The shareholders of this corporation shall have the preemptive right to subscribe to any and all issues of shares and securities of this corporation.

ARTICLE VII. CUMULATIVE VOTING

The shareholders shall not have the right of cumulative voting.

ARTICLE VIII. ISSUANCE OF STOCK

The corporation will not commence business until it has received for the issuance of its shares consideration in the value of $1,000 consisting of money, labor done, or property actually received.

ARTICLE IX. REGISTERED OFFICE

The name of its initial registered agent and office address of said registered agent is Ann Kreiner, 111 Mayfair Ct., The Woodlands, Texas 77381.

ARTICLE X. DIRECTORS

The number of directors constituting the initial board of directors is one, and the name and address of the person who is to serve as director until the first annual meeting of the shareholders or until his successor is elected and qualified is Ann Kreiner, 111 Mayfair Ct., The Woodlands, Texas 77381.

ARTICLE XI. INCORPORATOR

The name and address of the incorporator is Ann Kreiner, 111 Mayfair Ct. The Woodlands, Texas 77381.

In witness whereof, and for the purpose of forming the corporation under the laws of the State of Texas, I, the undersigned incorporator of this corporation have executed these Articles of Incorporation on July 12, 1989.

/s/ Ann Kreiner
Ann Kreiner

State of Texas
County of Montgomery

I, the undersigned, a Notary Public do hereby certify that on 7-12, 1989, personally appeared before me, Ann Kreiner, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared and that the statements therein contained are true and correct.

/s/ Carrie L. Gagnon
Notary Public in and for
Montgomery County, Texas

(Seal)

My commission expires: 6-23-92

CARRIE L. GAGNON
Printed Name of Notary

Exhibit 3.195

SHELTERED LIVING INCORPORATED

BYLAWS

ARTICLE 1

OFFICES

1.1 **Principal Office of Corporation**. The principal office of the Corporation shall be located at 111 Mayfair Ct., The Woodlands, Texas 77381.

1.2 **Additional Offices of Corporation**. The Corporation may also have offices at such other places both within and without the State of Texas as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE 2

SHAREHOLDERS

2.1 **Meetings of Shareholders**. Meetings of shareholders for any purpose may be held at such time and place within or without the State of Texas as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

2.2 **Annual Meetings**. An annual meeting of shareholders shall be held at such time and place as the Board of Directors shall determine. At each annual meeting, the shareholders shall elect a Board of Directors and transact such other business as may be properly brought before the meeting.

2.3 **Special Meetings**. Special meetings of the shareholders for any purpose or purposes may be called (i) by the President or the Board of Directors or (ii) subject to applicable provisions, if any, of the Articles of Incorporation, by the holders of at least one-tenth (1/10) of all shares entitled to vote at the proposed special meeting. A request for a special meeting shall state the purpose or purposes of the proposed meeting, and business transacted at any special meeting of shareholders shall be limited to the purposes described in the notice of the meeting.

2.4 **Notice of Meetings**. Subject to the provisions of Article 2.25 of the Texas Business Corporation Act, written or printed notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) or more than sixty (60) days before the date of the meeting, either personally or by mail, by or at the direction of the President, the

Secretary, or the officer or person calling the meeting, to each shareholder entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail addressed to the shareholder at his address as it appears in the share transfer records of the Corporation, with postage thereon prepaid.

2.5 **Quorum of Shareholders**. Unless otherwise provided in the Articles of Incorporation in accordance with Article 2.28A of the Texas Business Corporation Act, with respect to any matter a quorum shall be present at a meeting of shareholders if the holders of a majority of the shares entitled to vote on that matter are represented at the meeting in person or by proxy. Unless otherwise provided in the Articles of Incorporation, once a quorum is present at a meeting of shareholders, the shareholders represented in person or by proxy at the meeting may conduct such business as may be properly brought before the meeting until it is adjourned, and the subsequent withdrawal from the meeting of any shareholder or the refusal of any shareholder represented in person or by proxy to vote shall not affect the presence of a quorum at the meeting. Unless otherwise provided in the Articles of Incorporation, the shareholders represented in person or by proxy at a meeting of shareholders at which a quorum is not present may adjourn the meeting until such time and to such place as may be determined by a vote of the holders of a majority of the shares represented in person or by proxy at that meeting.

2.6 **Majority Vote of Shareholders.** With respect to any matter, other than the election of directors or a matter for which the affirmative vote of the holders of a specified portion of the shares entitled to vote is required by the Texas Business Corporation Act, the affirmative vote of the holders of a majority of the shares entitled to vote on that matter and represented in person or by proxy at a meeting of shareholders at which a quorum is present shall be the act of the shareholders, unless otherwise provided in the Articles of Incorporation in accordance with Article 2.28B of the Texas Business Corporation Act. Unless otherwise provided in the Articles of Incorporation in accordance with Article 2.28C of the Texas Business Corporation Act, directors shall be elected by a plurality of the votes cast by the holders of shares entitled to vote in the election of directors at a meeting of shareholders at which a quorum is present.

2.7 **Voting**. Each outstanding share having voting power shall be entitled to one (1) vote on each matter submitted to a vote at a meeting of shareholders. Fractional shares, if any, shall be entitled to a like fraction of a vote. A shareholder may vote either in person or by proxy executed in writing by the shareholder.

2.8 **Informal Action by Shareholders**. Any action required or permitted to be taken at any annual or special meeting of shareholders may be taken without a meeting, without prior notice, and without a vote if a consent or consents in writing setting forth the action so taken shall have been signed by (i) the holder or holders of all of the shares entitled to vote with respect to the action that is the subject of the consent, or (ii) if the Articles of Incorporation so provide, by the holder or holders of shares having not less than the minimum number of votes that would be necessary to take such action at a meeting at which the holders of all shares entitled to vote on the action were present and voted. Any such written consent shall be executed, dated, and filed with the Corporation in the manner required by Article 9.10A of the Texas Business Corporation Act.

2.9 **Attendance by Telephone**. Subject to the provisions of the Texas Business Corporation Act and these Bylaws concerning notice of meetings and unless otherwise restricted by the Articles of Incorporation or these Bylaws, shareholders may participate in and hold a meeting of such shareholders by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE 3

BOARD OF DIRECTORS

3.1 **General Powers**. The powers of the Corporation shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed under the direction of, the Board of Directors, which may exercise all powers of the Corporation and do all such lawful acts and things as are not by law or by the Articles of Incorporation or by these Bylaws directed or required to be done by the shareholders.

3.2 **Number and Qualifications**. The number of directors which shall constitute the whole Board shall be one (1). Directors need not be residents of the State of Texas or shareholders of the Corporation. The directors shall be elected at the annual meeting of the shareholders, except as provided in Paragraph 3.4, and unless removed in accordance with the provisions of Paragraph 3.5, each director elected shall hold office for the term for which such director is elected and until such director’s successor shall have been elected and qualified.

3.3 **Increase or Decrease in Directors**. The number of directors may be increased or decreased from time to time by amendment to these Bylaws, but no decrease shall have the effect of shortening the term of any incumbent director.

3.4 **Vacancies**. Subject to the provisions of Article 2.34 of the Texas Business Corporation Act, any vacancy occurring in the Board of Directors may be filled in accordance with the last sentence of this Paragraph 3.4 or may be filled by the affirmative vote of a majority of the remaining directors though less than a quorum of the Board of Directors. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. A directorship to be filled by reason of an increase in the number of directors may be filled in accordance with the last sentence of this Paragraph 3.4 or may be filled by the Board of Directors for a term of office continuing only until the next election of one or more directors by the shareholders; provided that the Board of Directors may not fill more than two such directorships during the period between any two successive annual meetings of shareholders. Any vacancy occurring in the Board of Directors or any directorship to be filled by reason of an increase in the number of directors may be filled by election at an annual or special meeting of shareholders called for that purpose.

3.5 **Removal**. Subject to the provisions of Article 2.32 of the Texas Business Corporation Act, at any meeting of the shareholders called expressly for that purpose, any director or the entire Board of Directors may be removed either for or without cause.

3.6 **Place of Meetings**. Meetings of the Board of Directors, regular or special, may be held either within or without the State of Texas.

3.7 **First Meeting**. The first meeting of each newly elected Board of Directors shall be held at such time and place as shall be fixed by the vote of the shareholders at the annual meeting, and no notice of such meeting shall be necessary to the newly elected directors in order legally to constitute the meeting, provided a quorum shall be present. In the event that the shareholders fail to fix the time and place of such first meeting, it shall be held without notice immediately following the annual meeting of shareholders, and at the same place, unless the time or place is changed by the unanimous consent of the directors then elected and serving.

3.8 **Regular Meetings**. Regular meetings of the Board of Directors may be held upon such notice, or without notice, and at such time and at such place as shall from time to time be determined by the Board.

3.9 **Special Meetings**. Special meetings of the Board of Directors may be called by the Chairman of the Board of Directors or the President and shall be called by the Secretary on the written request of any director. Notice of each special meeting of the Board of Directors shall be given to each director at least two (2) days before the date of the meeting.

3.10 **Attendance as Waiver of Notice**. Attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened. Except as may be otherwise provided by law or by the Articles of Incorporation or by these Bylaws, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

3.11 **Quorum of Directors; Majority Vote**. A majority of the number of directors fixed by, or in the manner provided in, the Articles of Incorporation or these Bylaws shall constitute a quorum for the transaction of business unless a different number or portion is required by law or the Articles of Incorporation or these Bylaws, provided that in no case may less than one-third of the number of directors so fixed constitute a quorum. The act of a majority of the directors present at any meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law, the Articles of Incorporation or these Bylaws. If a quorum is not present at any meeting of directors, the directors present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.

3.12 **Committees**. The Board of Directors, by resolution adopted by a majority of the full Board, may from time to time designate from among its members one or more committees, including an Executive Committee, each of which shall be comprised of one or more members, and may designate one or more of its members as alternate members of any committee who may, subject to any limitations imposed by the Board of Directors, replace absent or disqualified members at any meeting of that committee. Except as may be provided in the Texas Business Corporation Act or the Articles of Incorporation, any such committee shall have and may exercise such powers as the Board may determine and specify in the respective resolutions designating such committee. A majority of all the members of any such committee may determine its action and fix the time and place of its meetings, unless the Board of Directors shall otherwise provide. The Board of Directors shall have the power at any time to change the number and members of any such committee, to fill vacancies and to discharge any such committee.

3.13 **Informal Action by Directors**. Unless otherwise restricted by the Articles of Incorporation or these Bylaws, any action required or permitted to be taken at a meeting of the Board of Directors or any committee may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all the members of the Board of Directors or committee, as the case may be.

3.14 **Attendance by Telephone.** Subject to the provisions of the Texas Business Corporation Act and these Bylaws concerning notice of meetings and unless otherwise restricted by the Articles of Incorporation or these Bylaws, members of the Board of Directors, or members of any committee designated by the Board, may participate in and hold a meeting of such Board or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

3.15 **Compensation**. By resolution of the Board of Directors, the directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as director. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor.

ARTICLE 4

NOTICES

4.1 **Notice to Directors or Shareholders.** Any notice to directors or shareholders shall be in writing and shall be either delivered (by personal delivery or by telecopy or overnight delivery service) or mailed to the directors or shareholders at their respective addresses appearing on the share transfer records of the Corporation. Notice to such addresses shall be deemed to be given when deposited in the United States mail, postage prepaid, or on the day such notice is actually delivered to such address.

4.2 **Waiver of Notice**. Whenever any notice is required to be given to a shareholder or director under the provisions of the Texas Business Corporation Act, the Articles of Incorporation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE 5

OFFICERS

5.1 **Officers of the Corporation**. The officers of the Corporation shall be elected by the Board of Directors and shall consist of a President and a Secretary. The Board of Directors may also elect or appoint a Chairman of the Board, a Treasurer, one or more Vice Chairmen, one or more Vice Presidents, one or more Assistant Secretaries and Assistant Treasurers and such other officers and assistant officers and agents as it shall deem necessary. All officers shall hold their offices for such terms and shall have such authority and exercise such powers and perform such duties as shall be determined from time to time by the Board by resolution or resolutions not inconsistent with these Bylaws. Any two (2) or more offices may be held by the same person.

5.2 **Qualifications**. No officer need be a member of the Board. The Board of Directors shall have the power to enter into contracts for the employment and compensation of officers for such terms as the Board deems advisable.

5.3 **Compensation**. The salaries and other compensation of all officers and agents of the Corporation shall be fixed by the Board of Directors. Any compensation paid to any officer of the Corporation in the form of salary, commission, bonus or otherwise that is disallowed in whole or in part as a deductible expense by the Internal Revenue Service shall be reimbursed by such officer to the Corporation to the full extent of such disallowance.

5.4 **Term of Office and Removal**. Unless otherwise specified by the Board of Directors, the term of office for all officers shall be for one (1) year, commencing with the date of the annual shareholders meeting; provided that the officers of the Corporation shall hold office until their successors are elected or appointed and qualify, or until their death or until their resignation or removal from office. Any officer elected or appointed by the Board of Directors may be removed at any time by the Board, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights. Any vacancy occurring in any office of the Corporation by death, resignation, removal or otherwise shall be filled by the Board of Directors.

5.5 **Chairman of the Board.** The Chairman of the Board, if one is elected, shall preside at all meetings of the Board of Directors and shall have such other powers and duties as may from time to time be prescribed by the Board of Directors, upon written directions given him pursuant to resolutions duly adopted by the Board of Directors.

5.6 **President**. The President shall be the Chief Executive Officer of the Corporation, shall have general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall preside at all meetings of the shareholders and, in the absence of the Chairman of the Board, at all meetings of the Board of Directors.

5.7 **Vice President.** The Vice Presidents, if any, in the order of their seniority, unless otherwise determined by the Board of Directors, shall, in the absence or disability of the President, perform the duties and have the authority and exercise the powers of the President. They shall perform such other duties and have such other authority and powers as the Board of Directors may from time to time prescribe or as the President may from time to time delegate.

5.8 **Secretary**. The Secretary shall attend all meetings of the Board of Directors and all meetings of shareholders and record all of the proceedings of the meetings of the Board of Directors and of the shareholders in a minute book to be kept for that purpose and shall perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or the President under whose supervision the Secretary shall be. The Secretary shall keep in safe custody the seal of the Corporation (if any) and, when authorized by the Board of Directors, shall affix the same (or state that the Corporation has none) to any instrument requiring it and, when so affixed (or so stated), it shall be attested by the Secretary's signature or by the signature of an Assistant Secretary or of the Treasurer.

5.9 **Assistant Secretaries**. The Assistant Secretaries, if any, in the order of their seniority, unless otherwise determined by the Board of Directors, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary. They shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe or as the President may from time to time delegate.

5.10 **Treasurer**. The Treasurer, if any, shall have custody of the corporate funds and securities and shall keep full and accurate accounts and records of receipts, disbursements and other transactions in the records of the Corporation, and shall deposit all monies and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors.

5.11 **Duties of Treasurer**. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render the President and the Board of Directors, at its regular meetings, or when the President or Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation.

5.12 **Bond**. If required by the Board of Directors, the Treasurer shall give the Corporation a bond of such type, character and amount as the Board of Directors may require.

5.13 **Assistant Treasurers**. The Assistant Treasurers, if any, in the order of their seniority, unless otherwise determined by the Board of Directors, shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer. They shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe or the President may from time to time delegate.

ARTICLE 6

CERTIFICATES REPRESENTING SHARES

6.1 **Form of Stock Certificates**. Subject to the provisions of Article 2.19 of the Texas Business Corporation Act, the shares of the Corporation shall be represented by certificates signed by the President or a Vice President and the Secretary or an Assistant Secretary of the Corporation, and the certificates may be sealed with the seal of the Corporation or a facsimile thereof.

6.2 **Execution of Stock Certificates**. The signatures of the President or Vice President and the Secretary or Assistant Secretary upon a certificate may be facsimiles. In case any officer who has signed or whose facsimile signature has been placed upon such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the Corporation with the same effect as if such person were such officer at the date of its issue.

6.3 **Replacement of Certificates**. The Board of Directors may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed. When authorizing the issue of a new certificate, the Board of Directors, in its discretion and as a condition precedent to the issuance thereof, may prescribe such terms and conditions as it deems expedient and may require such indemnities as it deems adequate to protect the Corporation from any claim that may be made against it with respect to any such certificate alleged to have been lost, stolen or destroyed.

6.4 **Transfer of Shares**. Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, the Corporation shall issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon the share transfer records of the Corporation.

6.5 **Closing of Transfer Books**. For the purpose of determining shareholders entitled to receive notice of or to vote at any meeting of shareholders, or any adjournment thereof, or entitled to receive a distribution by the Corporation (other than a distribution involving a purchase or redemption by the Corporation of any of its own shares) or a share dividend, or in order to make a determination of shareholders for any other proper purpose (other than determining shareholders entitled to consent to action by shareholders proposed to be taken without a meeting of shareholders), the Board of Directors may provide that the share transfer records shall be closed for a stated period but not to exceed, in any case, sixty (60) days. If the share transfer records shall be closed for the purpose of determining shareholders entitled to receive notice of or to vote at a meeting of shareholders, such records shall be closed for at least ten (10) days immediately preceding such meeting. In lieu of closing the share transfer records, the Board of Directors may fix in advance a date as the record date for any such determination of shareholders, such date in any case to be not more than sixty (60) days and, in the case of a meeting of shareholders, not less than ten (10) days, prior to the date on which the particular action requiring such determination of shareholders is to be taken. If the share transfer records are not closed and no record date is fixed for the determination of shareholders entitled to receive notice of or to vote at a meeting of shareholders, or for the determination of shareholders entitled to receive a distribution (other than a distribution involving a purchase or redemption by

the Corporation of any of its own shares) or a share dividend, the date on which notice of the meeting is mailed or the date on which the resolution of the Board of Directors declaring such distribution or share dividend is adopted, as the case may be, shall be the record date for such determination of shareholders. When a determination of shareholders entitled to vote at any meeting of shareholders has been made as provided in this Paragraph 6.5, such determination shall apply to any adjournment thereof except where the determination has been made through the closing of the share transfer records and the stated period of closing has expired.

6.6 **Registered Shareholders**. Except as otherwise provided by law, the Corporation may regard the person in whose name any shares issued by the Corporation are registered in the share transfer records of the Corporation at any particular time as the owner of those shares at that time for purposes of voting those shares, receiving distributions thereon or notices in respect thereof, transferring those shares, exercising rights of dissent with respect to those shares, exercising or waiving any preemptive right with respect to those shares, entering into agreements with respect to those shares in accordance with Article 2.22 or 2.30 of the Texas Business Corporation Act, or giving proxies with respect to those shares.

6.7 **List of Shareholders**. At least ten (10) days before each meeting of shareholders, the officer or agent having charge of the stock transfer books shall make a complete list of the shareholders entitled to vote at such meeting or any adjournment thereof, arranged in alphabetical order, with the address of each and the number of shares held by each, and for a period of ten (10) days prior to such meeting this list shall be kept on file at the registered office or principal place of business of the Corporation and shall be subject to inspection by any shareholder at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any shareholder during the whole time of the meeting. The original stock transfer books shall be prima facie evidence of the identity of the shareholders entitled to examine such list or transfer books or to vote at any meeting of the shareholders.

ARTICLE 7

GENERAL PROVISIONS

7.1 **Checks**. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

7.2 **Fiscal Year**. The fiscal year of the Corporation shall be the calendar year unless otherwise fixed by resolution of the Board of Directors.

7.3 **Seal**. The Board of Directors may provide for a corporate seal in such form as it prescribes. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

7.4 **Books and Records**. The Corporation shall keep books and records of account and shall keep minutes of the proceedings of its shareholders, its Board of Directors and any committees of the Board of Directors, and shall keep at its registered office or principal place of business, or at the office of its transfer agent or registrar, a record of the original issuance of shares issued by the Corporation and a record of each transfer of those shares that have been presented to the Corporation for registration of transfer. Such records shall contain the names and addresses of all past and current shareholders of the Corporation and the number and class or series of shares issued by the Corporation held by each of them.

ARTICLE 8

AMENDMENTS

8.1 **Amendment to Bylaws**. The Board of Directors may amend or repeal these Bylaws, or adopt new Bylaws, unless the Articles of Incorporation or the Texas Business Corporation Act reserves the power exclusively to the shareholders in whole or in part or the shareholders, in amending, repealing, or adopting a particular Bylaw, expressly provide that the Board of Directors may not amend or repeal that Bylaw. Unless the Articles of Incorporation or a Bylaw adopted by the shareholders provides otherwise as to all or some portion of these Bylaws, the shareholders may amend, repeal, or adopt Bylaws even though Bylaws may also be amended, repealed, or adopted by the Board of Directors. The Bylaws may contain any provisions for the regulation and management of the affairs of the Corporation not inconsistent with law or with the Articles of Incorporation.

ARTICLE 9

INDEMNIFICATION

9.1 **Power to Indemnify and to Purchase Indemnity Insurance**. To the maximum extent permitted by Article 2.02-1 of the Texas Business Corporation Act (without regard, however, to Section Q of such Article), the Corporation shall indemnify any person who is or was a director or officer of the Corporation against any and all judgments, penalties (including excise and similar taxes), fines, settlements and reasonable expenses actually incurred by such person in connection with a proceeding (as defined in Article 2.02-1) because of that person's service or status as a director or officer. Further, the Corporation shall pay or reimburse reasonable expenses incurred by a director or officer who was, is or is threatened to be made a party in a proceeding, in advance of the final disposition of the proceeding, to the maximum extent permitted by Article 2.02-1; provided, however, that payment or reimbursement of expenses pursuant to the procedures set out in Section K of Article 2.02-1 may be conditioned upon a showing, satisfactory to the Board of Directors in its sole discretion, of the financial ability of the officer or director in question to make the repayment referred to in such Section. Further, the Corporation may indemnify, and may reimburse or advance expenses to or purchase and maintain insurance or any other arrangement on behalf of, any person who is or was a director, officer, employee or agent of the Corporation, or who is or was serving at the request of the Corporation as a director, officer, partner, venturer, proprietor, director, employee, agent or similar functionary of another corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise, in connection with any liability asserted against such person because of such service or status, to such further extent, consistent with Article 2.02-1 and other applicable law, as the Board of Directors may from time to time determine. The provisions of this section shall not be deemed exclusive of any other rights to which any such person may be entitled under any bylaw, agreement, insurance policy, or otherwise. No amendment, modification or repeal of this section shall in any manner terminate, reduce or impair the right of any person to be indemnified by the Corporation in accordance with the provisions of the section as in effect immediately prior to such amendment, modification or repeal with respect to claims arising from or relating to matters occurring prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted,

and papers as they may deem necessary or appropriate to carry out the purposes of the foregoing resolutions.

Dated as of July 19, 1989.

DIRECTORS:

/s/ ANN KREINER
ANN KREINER

Exhibit 3.196

State of Delaware
Secretary of State
Division of Corporations
Delivered 05:40 PM 03/21/2005
FILED 05:34 PM 03/21/2005
SRV 050232732 – 3943199 FILE

CERTIFICATE OF INCORPORATION

OF

CRC MERGER ACQUISITION CORP.

FIRST: The name of the corporation is:

CRC Merger Acquisition Corp.

SECOND: The address of its registered office in the State of Delaware is 3500 S. DuPont Hwy, Dover, DE 19901, County of Kent. The name of its registered agent at such address is Incorporating Services, Ltd.

THIRD: The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH: The corporation is authorized to issue one class of stock, to be designated "Common Stock," with a par value of $0.001 per share. The total number of shares of Common Stock that the corporation shall have authority to issue is 1,000.

FIFTH: The business and affairs of the corporation shall be managed by or under the direction of the Board of Directors. In addition to the powers and authority expressly conferred upon them by statute or by this Certificate of Incorporation or the Bylaws of the corporation, the directors are hereby empowered to exercise all such powers and do all such acts and things as may be exercised or done by the corporation. Election of directors need not be by written ballot, unless the Bylaws so provide.

SIXTH: The Board of Directors is authorized to make, adopt, amend, alter or repeal the Bylaws of the corporation. The stockholders shall also have power to make, adopt, amend, alter or repeal the Bylaws of the corporation.

SEVENTH: The name and mailing address of the incorporator is:

Kathryn Clamar
DLA Piper Rudnick Gray Cary US LLP
153 Townsend Street, Suite 800
San Francisco, CA 94107-1922

EIGHTH: To the fullest extent permitted by the Delaware General Corporation Law, as the same exists or may hereafter be amended, a director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. Any repeal or modification of the foregoing provisions of this Article EIGHTH by the stockholders of the corporation shall not adversely affect any right or protection of a director of the corporation existing at the time of, or increase the liability of any director of the corporation with respect to any acts or omissions occurring prior to, such repeal or modification.

THE UNDERSIGNED, being the incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of Delaware, does make this certificate, hereby declaring and certifying that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 21st day of March, 2005.

/s/ Kathryn Clamar

Kathryn Clamar, Incorporator

State of Delaware
Secretary of State
Division of Corporations
Delivered 07:21 PM 05/11/2005
FILED 07:21 PM 05/11/2005
SRV 050386192 – 3943199 FILE

CERTIFICATE OF AMENDMENT

OF

CERTIFICATE OF INCORPORATION

OF

CRC MERGER ACQUISITION CORP.

CRC Merger Acquisition Corp. (the "***Corporation***"), a corporation organized and existing under the Delaware General Corporation Law ***("DGCL")*** do hereby certify that:

FIRST: That the Sole Director of the Corporation, by a written consent, filed with the minutes of the Board, adopted a resolution proposing and declaring advisable the following amendment to the Certificate of Incorporation of the Corporation:

RESOLVED, that upon approval of the sole stockholder of the Corporation the First Article of the Certificate of Incorporation shall be amended to read as follows:

"ARTICLE I

The name of the corporation is Sierra Tucson Inc. (the "Corporation")"

SECOND: That in lieu of a meeting and vote of sole stockholder, the sole stockholder has given written consent to said amendment in accordance with the provisions of Section 228 of the DGCL.

THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Sections 242 and 228 of the DGCL.

FOURTH: That the capital of the Corporation shall not be reduced under or by reason of said amendment.

IN WITNESS WHEREOF, its Chief Executive Officer has executed this Certificate of Amendment on behalf of the Corporation on this 11th day of May 2005.

/s/ Dr. Barry W. Karlin

Dr. Barry W. Karlin, Chief Executive Officer

Exhibit 3.197

CRC MERGER ACQUISITION CORP.

BY-LAWS

As Adopted on March 22, 2005

CRC MERGER ACQUISITION CORP.

BY-LAWS

As adopted on March 22, 2005

ARTICLE I

STOCKHOLDERS

Section 1.01. Annual Meetings. Subject to Section 1.12 of these By-Laws, the annual meeting of the stockholders of the Corporation for the election of directors and for the transaction of such other business as properly may come before such meeting shall be held at such place, either within or without the State of Delaware, or, within the sole discretion of the Board of Directors, by remote electronic communication technologies, and at 9 a.m. local time on the 1st day of July (or, if such day is a legal holiday, then on the next succeeding business day), or at such other date and hour, as may be fixed from time to time by resolution of the Board of Directors and set forth in the notice or waiver of notice of the meeting.

Section 1.02. Special Meetings. Special meetings of the stockholders may be called at any time by the President (or, in the event of his or her absence or disability, by any Vice President), or by the Board of Directors. A special meeting shall be called by the President (or, in the event of his or her absence or disability, by any Vice President), or by the Secretary, immediately upon receipt of a written request therefor by stockholders holding in the aggregate not less than a majority of (i) the outstanding shares of the Corporation or (ii) the voting power of the outstanding shares of Preferred Stock of the Corporation, in either case at the time entitled to vote at any meeting of the stockholders. If such officers or the Board of Directors shall fail to call such meeting within twenty days after receipt of such request, any stockholder executing such request may call such meeting. Such special meetings of the stockholders shall be held at such places, within or without the State of Delaware, or, within the sole discretion of the Board of Directors, by remote electronic communication technologies, as shall be specified in the respective notices or waivers of notice thereof.

Section 1.03. Notice of Meetings; Waiver. The Secretary or any Assistant Secretary shall cause written notice of the place, if any, date and hour of each meeting of the stockholders, and the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting, and, in the case of a special meeting, the purpose or purposes for which such meeting is called, to be given personally or by mail, not less than ten nor more than sixty days prior to the meeting, to each stockholder of record entitled to vote at such meeting. If a stockholder meeting is to be held via electronic communications and stockholders will take action at such meeting, the notice of such meeting must: (i) specify the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present and vote at such meeting; and (ii) provide the information required to access the stockholder list.

For notice given by electronic transmission to a stockholder to be effective, such stockholder must consent to the Corporation’s giving notice by that particular form of electronic transmission. A stockholder may revoke consent to receive notice by electronic transmission by

written notice to the Corporation. A stockholder's consent to notice by electronic transmission is automatically revoked if the Corporation is unable to deliver two consecutive electronic transmission notices and such inability becomes known to the Secretary, Assistant Secretary, the transfer agent or other person responsible for giving notice.

Notices are deemed given (i) if by mail, when deposited in the United States mail, postage prepaid, directed to the stockholder at his or her address as it appears on the record of stockholders of the Corporation, or, if he or she shall have filed with the Secretary of the Corporation a written request that notices to him or her be mailed to some other address, then directed to him or her at such other address; (ii) if by facsimile, when faxed to a number where the stockholder has consented to receive notice; (iii) if by electronic mail, when mailed electronically to an electronic mail address at which the stockholder consented to receive such notice; (iv) if by posting on an electronic network (such as a website or chatroom) together with a separate notice to the stockholder of such specific posting, upon the later to occur of (A) such posting or (B) the giving of the separate notice of such posting; or (v) if by any other form of electronic communication, when directed to the stockholder in the manner consented to by the stockholder. Such further notice shall be given as may be required by law.

A written waiver of any notice of any annual or special meeting signed by the person entitled thereto, or a waiver by electronic transmission by the person entitled to notice, shall be deemed equivalent to notice, whether provided before of after the meeting. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the stockholders need be specified in a waiver of notice. The attendance of any stockholder at a meeting of stockholders shall constitute a waiver of notice of such meeting, except when the stockholder attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 1.04. Quorum. Except as otherwise required by law or by the Certificate of Incorporation, the presence in person or by proxy of the holders of record of a majority of the shares entitled to vote at a meeting of stockholders shall constitute a quorum for the transaction of business at such meeting.

Section 1.05. Voting. If, pursuant to Section 5.05 of these By-Laws, a record date has been fixed, every holder of record of shares entitled to vote at a meeting of stockholders shall be entitled to one vote for each share outstanding in his or her name on the books of the Corporation at the close of business on such record date. If no record date has been fixed, then every holder of record of shares entitled to vote at a meeting of stockholders shall be entitled to one vote for each share of stock standing in his or her name on the books of the Corporation at the close of business on the day next preceding the day on which notice of the meeting is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. Except as otherwise required by law or by the Certificate of Incorporation or by these By-Laws, the vote of a majority of the shares represented in person or by proxy at any meeting at which a quorum is present shall be sufficient for the transaction of any business at such meeting.

Section 1.06. Voting by Ballot. No vote of the stockholders need be taken by written ballot, or by a ballot submitted by electronic transmission, or conducted by Inspectors of Elections unless otherwise required by law. Any vote which need not be taken by written ballot, or by a ballot submitted by electronic transmission, may be conducted in any manner approved by the meeting.

Section 1.07. Adjournment. If a quorum is not present at any meeting of the stockholders, the stockholders present in person or by proxy shall have the power to adjourn any such meeting from time to time. Notice of any adjourned meeting of the stockholders of the Corporation need not be given if the place, if any, date and hour thereof, and the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting, are announced at the meeting at which the adjournment is taken, provided, however, that if the adjournment is for more than thirty days, or if after the adjournment a new record date for the adjourned meeting is fixed pursuant to Section 5.05 of these By-Laws, a notice of the adjourned meeting, conforming to the requirements of Section 1.03 of these By-Laws, shall be given to each stockholder of record entitled to vote at such meeting. At any adjourned meeting at which a quorum is present, any business may be transacted that might have been transacted on the original date of the meeting.

Section 1.08. Proxies. Any stockholder entitled to vote at any meeting of the stockholders or to express consent to or dissent from corporate action in writing without a meeting may authorize another person or persons to vote at any such meeting and express such consent or dissent for him or her by proxy. A stockholder may authorize a valid proxy by executing a written instrument signed by such stockholder, or by causing his or her signature to be affixed to such writing by any reasonable means including, but not limited to, by facsimile signature, or by transmitting or authorizing the transmission of a telegram, cablegram or other means of electronic transmission to the person designated as the holder of the proxy, a proxy solicitation firm or a like authorized agent. No stockholder may authorize more than one proxy for their shares. No such proxy shall be voted or acted upon after the expiration of three years from the date of such proxy, unless such proxy provides for a longer period. Every proxy shall be revocable at the pleasure of the stockholder executing it, except in those cases where applicable law provides that a proxy shall be irrevocable. A stockholder may revoke any proxy which is not irrevocable by attending the meeting and voting in person or by filing an instrument in writing revoking the proxy or by filing another duly executed proxy bearing a later date with the Secretary. Proxies by telegram, cablegram or other electronic transmission must either set forth or be submitted with information from which it can be determined that the telegram, cablegram or other electronic transmission was authorized by the stockholder. Any copy, facsimile telecommunication or other reliable reproduction of a writing or transmission created pursuant to this section may be substituted or used in lieu of the original writing or transmission for any and all purposes for which the original writing or transmission could be used, provided that such copy, facsimile telecommunication or other reproduction shall be a complete reproduction of the entire original writing or transmission.

Section 1.09. Organization; Procedure. At every meeting of stockholders the presiding officer shall be the President or, in the event of his or her absence or disability, a presiding officer chosen by a majority of the stockholders present in person or by proxy. The Secretary, or in the event of his or her absence or disability, the Assistant Secretary, if any, or if

there be no Assistant Secretary, in the absence of the Secretary, an appointee of the presiding officer, shall act as Secretary of the meeting. The order of business and all other matters of procedure at every meeting of stockholders may be determined by such presiding officer.

Section 1.10. Inspectors of Elections. Preceding any meeting of the stockholders, the Board of Directors may, and to the extent required by law, shall appoint one or more persons to act as Inspectors of Elections, and may designate one or more alternate inspectors. In the event no inspector or alternate is able to act, the person presiding at the meeting shall appoint one or more inspectors to act at the meeting. Each inspector, before entering upon the discharge of the duties of an inspector, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of his or her ability. The inspector shall:

(a) ascertain the number of shares outstanding and the voting power of each;

(b) determine the shares represented at a meeting and the validity of proxies and ballots;

(c) specify the information relied upon to determine the validity of electronic transmissions in accordance with Section 1.08 hereof;

(d) count all votes and ballots;

(e) determine and retain for a reasonable period a record of the disposition of any challenges made to any determination by the inspectors; and

(f) certify his or her determination of the number of shares represented at the meeting, and his or her count of all votes and ballots.

The inspector may appoint or retain other persons or entities to assist in the performance of the duties of inspector.

When determining the shares represented and the validity of proxies and ballots, the inspector shall be limited to an examination of the proxies, any envelopes submitted with those proxies, any information provided in accordance with Section 1.08 of these By-Laws, ballots and the regular books and records of the Corporation. The inspector may consider other reliable information for the limited purpose of reconciling proxies and ballots submitted by or on behalf of banks, brokers or their nominees or a similar person which represent more votes than the holder of a proxy is authorized by the record owner to cast or more votes than the stockholder holds of record. If the inspector considers other reliable information as outlined in this section, the inspector, at the time of his or her certification pursuant to (f) of this section shall specify the precise information considered, the person or persons from whom the information was obtained, when this information was obtained, the means by which the information was obtained, and the basis for the inspector's belief that such information is accurate and reliable.

Section 1.11. Opening and Closing of Polls. The date and time for the opening and the closing of the polls for each matter to be voted upon at a stockholder meeting shall be announced at the meeting. The inspector of the election shall be prohibited from accepting any ballots, proxies or votes nor any revocations thereof or changes thereto after the closing of the polls, unless the Court of Chancery upon application by a stockholder shall determine otherwise.

Section 1.12. Consent of Stockholders in Lieu of Meeting. Effective upon the closing of the Corporation's initial public offering of its common stock, any action required or permitted to be taken by the stockholders of the Corporation must be effected at a duly called annual or special meeting of a stockholders of the Corporation and may not be effected by any consent in writing by such stockholders. At all times prior to the closing of the Corporation's initial public offering of its Common Stock, to the fullest extent permitted by law, whenever the vote of stockholders at a meeting thereof is required or permitted to be taken for or in connection with any corporate action, such action may be taken without a meeting, without prior notice and without a vote of stockholders, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted (but not less than the minimum number of votes otherwise prescribed by law) and shall be delivered to the Corporation by delivery to its registered office in the State of Delaware, its principal place of business, or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded.

An electronic transmission consenting to an action to be taken and transmitted by a stockholder, or by a proxy holder or other person authorized to act for a stockholder, shall be deemed to be written, signed and dated for the purpose of this Section 1.12, provided that such electronic transmission sets forth or is delivered with information from which the corporation can determine (i) that the electronic transmission was transmitted by the stockholder or by a person authorized to act for the stockholder and (ii) the date on which such stockholder or authorized person transmitted such electronic transmission. The date on which such electronic transmission is transmitted shall be deemed to be the date on which such consent was signed. No consent given by electronic transmission shall be deemed to have been delivered until such consent is reproduced in paper form and until such paper form shall be delivered to the corporation by delivery to its principal place of business or an officer or agent of the corporation having custody of the books in which proceedings of meetings of stockholders are recorded.

Delivery made to the Corporation's registered office shall be by hand or by certified or registered mail, return receipt requested or by electronic transmission.

Every written consent shall bear the date of signature of each stockholder who signs the consent and no written consent shall be effective to take the corporate action referred to therein unless, within sixty days of the earliest dated consent delivered in the manner required by law to the Corporation, written consents signed by a sufficient number of holders to take action are delivered to the Corporation by delivery to its registered office in the State of Delaware, its principal place of business, or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to the Corporation's registered office shall be by hand or by certified or registered mail, return receipt requested.

ARTICLE II

BOARD OF DIRECTORS

Section 2.01. General Powers. Except as may otherwise be provided by law, by the Certificate of Incorporation or by these By-Laws, the property, affairs and business of the Corporation shall be managed by or under the direction of the Board of Directors and the Board of Directors may exercise all the powers of the Corporation.

Section 2.02. Number and Term of Office. The number of Directors constituting the entire Board of Directors shall be three (3), which number may, subject to the provisions of the Certificate of Incorporation, be modified from time to time by resolution of the Board of Directors, but in no event shall the number of Directors be less than one. Each Director (whenever elected) shall hold office until his or her successor has been duly elected and qualified, or until his or her earlier death, resignation or removal.

Section 2.03. Election of Directors. Except as otherwise provided in Sections 2.12 and 2.13 of these By-Laws, the Directors shall be elected at each annual meeting of the stockholders. If the annual meeting for the election of Directors is not held on the date designated therefor, the Directors shall cause the meeting to be held as soon thereafter as convenient. At each meeting of the stockholders for the election of Directors, provided a quorum is present, the Directors shall be elected by a plurality of the votes validly cast in such election.

Section 2.04. Annual and Regular Meetings. The annual meeting of the Board of Directors for the purpose of electing officers and for the transaction of such other business as may come before the meeting shall be held as soon as possible following adjournment of the annual meeting of the stockholders at the place of such annual meeting of the stockholders. Notice of such annual meeting of the Board of Directors need not be given. The Board of Directors from time to time may by resolution provide for the holding of regular meetings and fix the place (which may be within or without the State of Delaware) and the date and hour of such meetings. Notice of regular meetings need not be given, provided, however, that if the Board of Directors shall fix or change the time or place of any regular meeting, notice of such action shall be mailed promptly, or sent by telegram, radio or cable, to each Director who shall not have been present at the meeting at which such action was taken, addressed to him or her at his or her usual place of business, or shall be delivered to him or her personally. Notice of such action need not be given to any Director who attends the first regular meeting after such action is taken without protesting the lack of notice to him or her, prior to or at the commencement of such meeting, or to any Director who submits a signed waiver of notice, whether before or after such meeting.

Section 2.05. Special Meetings; Notice. Special meetings of the Board of Directors shall be held whenever called by any two Directors or the President or, in the event of his or her absence or disability, by any Vice President, at such place (within or without the State of Delaware), date and hour as may be specified in the respective notices or waivers of notice of such meetings. Special meetings of the Board of Directors may be called on twenty-four hours' notice, if notice is given to each Director personally or by telephone or telegram, or on five days'

notice, if notice is mailed to each Director, addressed to him or her at his or her usual place of business. Notice of any special meeting need not be given to any Director who attends such meeting without protesting the lack of notice to him or her, prior to or at the commencement of such meeting, or to any Director who submits a signed waiver of notice, whether before or after such meeting, and any business may be transacted thereat.

Section 2.06. Quorum; Voting. At all meetings of the Board of Directors, the presence of a majority of the total authorized number of Directors shall constitute a quorum for the transaction of business. Except as otherwise required by law, the vote of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors.

Section 2.07. Adjournment. A majority of the Directors present, whether or not a quorum is present, may adjourn any meeting of the Board of Directors to another time or place. No notice need be given of any adjourned meeting unless the time and place of the adjourned meeting are not announced at the time of adjournment, in which case notice conforming to the requirements of Section 2.05 of these By-Laws shall be given to each Director.

Section 2.08. Action Without a Meeting. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if all members of the Board of Directors consent thereto in writing or by electronic transmission, and such writing or writings or electronic transmissions are filed with the minutes of proceedings of the Board of Directors. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

Section 2.09. Regulations; Manner of Acting. To the extent consistent with applicable law, the Certificate of Incorporation and these By-Laws, the Board of Directors may adopt such rules and regulations for the conduct of meetings of the Board of Directors and for the management of the property, affairs and business of the Corporation as the Board of Directors may deem appropriate. The Directors shall act only as a Board, and the individual Directors shall have no power as such.

Section 2.10. Action by Telephonic Communications. Members of the Board of Directors may participate in a meeting of the Board of Directors by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this provision shall constitute presence in person at such meeting.

Section 2.11. Resignations. Any Director may resign at any time by submitting an electronic transmission or by delivering a written notice of resignation, signed by such Director, to the President or the Secretary. Unless otherwise specified therein, such resignation shall take effect upon delivery.

Section 2.12. Removal of Directors. Any Director may be removed at any time, either for or without cause, upon the affirmative vote of the holders of a majority of the outstanding shares of stock of the Corporation entitled to vote for the election of such Director. Any vacancy in the Board of Directors caused by any such removal may be filled at such

meeting by the stockholders entitled to vote for the election of the Director so removed. If such stockholders do not fill such vacancy at such meeting (or in the written instrument effecting such removal, if such removal was effected by consent without a meeting), such vacancy may be filled in the manner provided in Section 2.13 of these By-Laws.

Section 2.13. Vacancies and Newly Created Directorships. If any vacancies shall occur in the Board of Directors, by reason of death, resignation, removal or otherwise, or if the authorized number of Directors shall be increased, the Directors then in office shall continue to act, and such vacancies and newly created directorships may be filled by a majority of the Directors then in office, although less than a quorum. A Director elected to fill a vacancy or a newly created directorship shall hold office until his or her successor has been elected and qualified or until his or her earlier death, resignation or removal. Any such vacancy or newly created directorship may also be filled at any time by vote of the stockholders.

Section 2.14. Compensation. The amount, if any, which each Director shall be entitled to receive as compensation for his or her services as such shall be fixed from time to time by resolution of the Board of Directors.

Section 2.15. Reliance on Accounts and Reports, etc. A Director, or a member of any Committee designated by the Board of Directors shall, in the performance of his or her duties, be fully protected in relying in good faith upon the records of the Corporation and upon information, opinions, reports or statements presented to the Corporation by any of the Corporation's officers or employees, or Committees designated by the Board of Directors, or by any other person as to the matters the member reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Corporation.

ARTICLE III

COMMITTEES

Section 3.01. How Constituted. The Board of Directors may designate one or more Committees, provided that the Board of Directors may not designate an Executive Committee, each such Committee to consist of such number of Directors as from time to time may be fixed by the Board of Directors. The Board of Directors may designate one or more Directors as alternate members of any such Committee, who may replace any absent or disqualified member or members at any meeting of such Committee. Thereafter, members (and alternate members, if any) of each such Committee may be designated at the annual meeting of the Board of Directors. Any such Committee may be abolished or re-designated from time to time by the Board of Directors. Each member (and each alternate member) of any such Committee (whether designated at an annual meeting of the Board of Directors or to fill a vacancy or otherwise) shall hold office until his or her successor shall have been designated or until he or she shall cease to be a Director, or until his or her earlier death, resignation or removal.

Section 3.02. Powers. Each Committee, except as otherwise provided in this section, shall have and may exercise such powers of the Board of Directors as may be provided by resolution or resolutions of the Board of Directors. No such Committee shall have the power or authority:

(a) to amend the Certificate of Incorporation (except that a Committee may, to the extent authorized in the resolution or resolutions providing for the issuance of shares of stock adopted by the Board of Directors as provided in Section 151(a) of the General Corporation Law, fix the designations and any of the preferences or rights of such shares relating to dividends, redemption, dissolution, any distribution of assets of the Corporation or the conversion into, or the exchange of such shares for, shares of any other class or classes or any other series of the same or any other class or classes of stock of the Corporation or fix the number of shares of any series of stock or authorize the increase or decrease of the shares of any series);

(b) to adopt an agreement of merger or consolidation;

(c) to recommend to the stockholders the sale, lease or exchange of all or substantially all of the Corporation's property and assets;

(d) to recommend to the stockholders a dissolution of the Corporation or a revocation of a dissolution;

(e) to amend the By-Laws of the Corporation;

(f) to remove any President, Vice President, Secretary or Treasurer of the Corporation;

(g) to authorize the borrowing of funds, other than under existing facilities, that is material to the capital structure of the Corporation;

(h) to authorize any new compensation or benefit program;

(i) to appoint or discharge the Corporation's independent public accountants;

(j) to authorize the annual operating plan, annual capital expenditure plan and strategic plan; or

(k) to abolish or usurp the authority of the Board of Directors.

Any such Committee may be granted by the Board of Directors, power to authorize the seal of the Corporation to be affixed to any or all papers which may require it.

Section 3.03. Proceedings. Each such Committee may fix its own rules of procedure and may meet at such place (within or without the State of Delaware), at such time and upon such notice, if any, as it shall determine from time to time. Each such Committee shall keep minutes of its proceedings and shall report such proceedings to the Board of Directors at the meeting of the Board of Directors next following any such proceedings.

Section 3.04. Quorum and Manner of Acting. Except as may be otherwise provided in the resolution creating such Committee, at all meetings of any Committee the presence of members (or alternate members) constituting a majority of the total authorized membership of such Committee shall constitute a quorum for the transaction of business. The act of the majority of the members present at any meeting at which a quorum is present shall be the act of such Committee. Any action required or permitted to be taken at any meeting of any such Committee may be taken without a meeting, if all members of such Committee shall consent to such action in writing or by electronic transmission, and such writing or writings or electronic transmission or transmissions are filed with the minutes of the proceedings of the Committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form. The members of any such Committee shall act only as a Committee, and the individual members of such Committee shall have no power as such.

Section 3.05. Action by Telephonic Communications. Members of any Committee designated by the Board of Directors may participate in a meeting of such Committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this provision shall constitute presence in person at such meeting.

Section 3.06. Absent or Disqualified Members. In the absence or disqualification of a member of any Committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he, she or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member.

Section 3.07. Resignations. Any member (and any alternate member) of any Committee may resign at any time by delivering a written notice of resignation, signed by such member, to the Chairman or the President. Unless otherwise specified therein, such resignation shall take effect upon delivery.

Section 3.08. Removal. Any member (and any alternate member) of any Committee may be removed from his or her position as a member (or alternate member, as the case may be) of such Committee at any time, either for or without cause, by resolution adopted by a majority of the whole Board of Directors.

Section 3.09. Vacancies. If any vacancy shall occur in any Committee, by reason of disqualification, death, resignation, removal or otherwise, the remaining members (and any alternate members) shall continue to act, and any such vacancy may be filled by the Board of Directors.

ARTICLE IV

OFFICERS

Section 4.01. Number. The officers of the Corporation shall be chosen by the Board of Directors and shall be a President, one or more Vice Presidents, a Secretary and a Treasurer. The Board of Directors also may elect one or more Assistant Secretaries and Assistant Treasurers in such numbers as the Board of Directors may determine. Any number of offices may be held by the same person. No officer need be a Director of the Corporation.

Section 4.02. Election. Unless otherwise determined by the Board of Directors, the officers of the Corporation shall be elected by the Board of Directors at the annual meeting of the Board of Directors, and shall be elected to hold office until the next succeeding annual meeting of the Board of Directors. In the event of the failure to elect officers at such annual meeting, officers may be elected at any regular or special meeting of the Board of Directors. Each officer shall hold office until his or her successor has been elected and qualified, or until his or her earlier death, resignation or removal.

Section 4.03. Salaries. The salaries of all officers and agents of the Corporation shall be fixed by the Board of Directors.

Section 4.04. Removal and Resignation; Vacancies. Any officer may be removed for or without cause at any time by the Board of Directors. Any officer may resign at any time by delivering notice of resignation, either in writing signed by such officer or by electronic transmission, to the Board of Directors or the President. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any vacancy occurring in any office of the Corporation by death, resignation, removal or otherwise, shall be filled by the Board of Directors.

Section 4.05. Authority and Duties of Officers. The officers of the Corporation shall have such authority and shall exercise such powers and perform such duties as may be specified in these By-Laws, except that in any event each officer shall exercise such powers and perform such duties as may be required by law.

Section 4.06. The President. The President shall preside at all meetings of the stockholders and directors at which he or she is present, shall be the chief executive officer and the chief operating officer of the Corporation, shall have general control and supervision of the policies and operations of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. He or she shall manage and administer the Corporation’s business and affairs and shall also perform all duties and exercise all powers usually pertaining to the office of a chief executive officer and a chief operating officer of a corporation. He or she shall have the authority to sign, in the name and on behalf of the Corporation, checks, orders, contracts, leases, notes, drafts and other documents and instruments in connection with the business of the Corporation, and together with the Secretary or an Assistant Secretary, conveyances of real estate and other documents and instruments to which the seal of the Corporation is affixed. He or she shall have the authority to cause the employment or appointment of such employees and agents of the Corporation as the conduct of the business of the Corporation may require, to fix their compensation, and to remove or suspend any employee or agent elected or appointed by the President or the Board of Directors. The President shall perform such other duties and have such other powers as the Board of Directors or the Chairman may from time to time prescribe.

Section 4.07. The Vice President. Each Vice President shall perform such duties and exercise such powers as may be assigned to him or her from time to time by the President. In the absence of the President, the duties of the President shall be performed and his or her powers may be exercised by such Vice President as shall be designated by the President, or failing such designation, such duties shall be performed and such powers may be exercised by each Vice President in the order of their earliest election to that office; subject in any case to review and superseding action by the President.

Section 4.08. The Secretary. The Secretary shall have the following powers and duties:

(a) He or she shall keep or cause to be kept a record of all the proceedings of the meetings of the stockholders and of the Board of Directors in books provided for that purpose;

(b) He or she shall cause all notices to be duly given in accordance with the provisions of these By-Laws and as required by law;

(c) Whenever any Committee shall be appointed pursuant to a resolution of the Board of Directors, he or she shall furnish a copy of such resolution to the members of such Committee;

(d) He or she shall be the custodian of the records and of the seal of the Corporation and cause such seal (or a facsimile thereof) to be affixed to all certificates representing shares of the Corporation prior to the issuance thereof and to all instruments the execution of which on behalf of the Corporation under its seal shall have been duly authorized in accordance with these By-Laws, and when so affixed he or she may attest the same;

(e) He or she shall properly maintain and file all books, reports, statements, certificates and all other documents and records required by law, the Certificate of Incorporation or these By-Laws;

(f) He or she shall have charge of the stock books and ledgers of the Corporation and shall cause the stock and transfer books to be kept in such manner as to show at any time the number of shares of stock of the Corporation of each class issued and outstanding, the names (alphabetically arranged) and the addresses of the holders of record of such shares, the number of shares held by each holder and the date as of which each became such holder of record;

(g) He or she shall sign (unless the Treasurer, an Assistant Treasurer or an Assistant Secretary shall have signed) certificates representing shares of the Corporation the issuance of which shall have been authorized by the Board of Directors; and

(h) He or she shall perform, in general, all duties incident to the office of secretary and such other duties as may be specified in these By-Laws or as may be assigned to him or her from time to time by the Board of Directors, or the President.

Section 4.09. The Treasurer. The Treasurer shall be the chief financial officer of the Corporation and shall have the following powers and duties:

(a) He or she shall have charge and supervision over and be responsible for the moneys, securities, receipts and disbursements of the Corporation, and shall keep or cause to be kept full and accurate records of all receipts of the Corporation;

(b) He or she shall cause the moneys and other valuable effects of the Corporation to be deposited in the name and to the credit of the Corporation in such banks or trust companies or with such bankers or other depositaries as shall be selected in accordance with Section 8.05 of these By-Laws;

(c) He or she shall cause the moneys of the Corporation to be disbursed by checks or drafts (signed as provided in Section 8.06 of these By-Laws) upon the authorized depositaries of the Corporation and cause to be taken and preserved proper vouchers for all moneys disbursed;

(d) He or she shall render to the Board of Directors or the President, whenever requested, a statement of the financial condition of the Corporation and of all his or her transactions as Treasurer, and render a full financial report at the annual meeting of the stockholders, if called upon to do so;

(e) He or she shall be empowered from time to time to require from all officers or agents of the Corporation reports or statements giving such information as he or she may desire with respect to any and all financial transactions of the Corporation;

(f) He or she may sign (unless an Assistant Treasurer or the Secretary or an Assistant Secretary shall have signed) certificates representing stock of the Corporation the issuance of which shall have been authorized by the Board of Directors; and

(g) He or she shall perform, in general, all duties incident to the office of treasurer and such other duties as may be specified in these By-Laws or as may be assigned to him or her from time to time by the Board of Directors, or the President.

Section 4.10. Additional Officers. The Board of Directors may appoint such other officers and agents as it may deem appropriate, and such other officers and agents shall hold their offices for such terms and shall exercise such powers and perform such duties as may be determined from time to time by the Board of Directors. The Board of Directors from time to time may delegate to any officer or agent the power to appoint subordinate officers or agents and to prescribe their respective rights, terms of office, authorities and duties. Any such officer or agent may remove any such subordinate officer or agent appointed by him or her, for or without cause.

Section 4.11. Security. The Board of Directors may require any officer, agent or employee of the Corporation to provide security for the faithful performance of his or her duties, in such amount and of such character as may be determined from time to time by the Board of Directors.

ARTICLE V

CAPITAL STOCK

Section 5.01. Issuance of Stock. Unless otherwise voted by the stockholders and subject to the provisions of the Certificate of Incorporation, the whole or any part of any unissued balance of the authorized capital stock of the Corporation held in its treasury may be issued, sold, transferred, or otherwise disposed of by vote of the Board of Directors in such manner, for such consideration and on such terms as the Board of Directors may determine.

Section 5.02. Certificates of Stock, Uncertificated Shares. The shares of the Corporation shall be represented by certificates, provided that the Board of Directors may provide by resolution or resolutions that some or all of any or all classes or series of the stock of the Corporation shall be uncertificated shares. Any such resolution shall not apply to shares represented by a certificate until each certificate is surrendered to the Corporation. Notwithstanding the adoption of such a resolution by the Board of Directors, every holder of stock in the Corporation represented by certificates and upon request every holder of uncertificated shares shall be entitled to have a certificate signed by, or in the name of the Corporation, by the President or a Vice President, and by the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary, representing the number of shares registered in certificate form. Such certificate shall be in such form as the Board of Directors may determine, to the extent consistent with applicable law, the Certificate of Incorporation and these By-Laws.

Section 5.03. Signatures; Facsimile. All signatures on the certificate referred to in Section 5.02 of these By-Laws may be in facsimile, engraved or printed form, to the extent permitted by law. In case any officer, transfer agent or registrar who has signed, or whose facsimile, engraved or printed signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he or she were such officer, transfer agent or registrar at the date of issue.

Section 5.04. Lost, Stolen or Destroyed Certificates. The Board of Directors may direct that a new certificate be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon delivery to the Board of Directors of an affidavit of the owner or owners of such certificate, setting forth such allegation. The Board of Directors may require the owner of such lost, stolen or destroyed certificate, or his or her legal representative, to give the Corporation a bond sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of any such new certificate.

Section 5.05. Transfer of Stock. Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate for shares, duly endorsed or accompanied by appropriate evidence of succession, assignment or authority to transfer, the Corporation shall issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books. Within a reasonable time after the transfer of uncertificated stock, the Corporation shall send to the registered owner thereof a written notice containing the information required to be set forth or stated on certificates pursuant to Sections 151, 156, 202(a)

or 218(a) of the General Corporation Law of the State of Delaware. Subject to the provisions of the Certificate of Incorporation and these By-Laws, the Board of Directors may prescribe such additional rules and regulations as it may deem appropriate relating to the issue, transfer and registration of shares of the Corporation.

Section 5.06. Record Date. In order to determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, the Board of Directors may fix, in advance, a record date, which record date shall not precede the date on which the resolution fixing the record date is adopted by the Board of Directors, and which shall not be more than sixty nor less than ten days before the date of such meeting. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting, provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

In order that the Corporation may determine the stockholders entitled to consent to corporate action in writing without a meeting, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which date shall not be more than ten days after the date upon which the resolution fixing the record date is adopted by the Board of Directors. If no record date has been fixed by the Board of Directors, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting, when no prior action by the board of directors is required by law, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation by delivery to its registered office in the State of Delaware, its principal place of business, or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to the Corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. If no record date has been fixed by the Board of Directors and prior action by the Board of Directors is required by law, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action.

In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights of the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than sixty days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

Section 5.07. Registered Stockholders. Prior to due surrender of a certificate for registration of transfer, the Corporation may treat the registered owner as the person exclusively entitled to receive dividends and other distributions, to vote, to receive notice and otherwise to exercise all the rights and powers of the owner of the shares represented by such certificate, and the Corporation shall not be bound to recognize any equitable or legal claim to or interest in such shares on the part of any other person, whether or not the Corporation shall have notice of such

claim or interests. Whenever any transfer of shares shall be made for collateral security, and not absolutely, it shall be so expressed in the entry of the transfer if, when the certificates are presented to the Corporation for transfer or uncertificated shares are requested to be transferred, both the transferor and transferee request the Corporation to do so.

Section 5.08. Transfer Agent and Registrar. The Board of Directors may appoint one or more transfer agents and one or more registrars, and may require all certificates representing shares to bear the signature of any such transfer agents or registrars.

ARTICLE VI

INDEMNIFICATION

Section 6.01. Nature of Indemnity. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was or has agreed to become a director or officer of the Corporation, or is or was serving or has agreed to serve at the request of the Corporation as a director or officer, of another corporation, partnership, joint venture, trust or other enterprise, or by reason of any action alleged to have been taken or omitted in such capacity, and may indemnify any person who was or is a party or is threatened to be made a party to such an action, suit or proceeding by reason of the fact that he or she is or was or has agreed to become an employee or agent of the Corporation, or is or was serving or has agreed to serve at the request of the Corporation as an employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her or on his or her behalf in connection with such action, suit or proceeding and any appeal therefrom, if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding had no reasonable cause to believe his or her conduct was unlawful; except that in the case of an action or suit by or in the right of the Corporation to procure a judgment in its favor (1) such indemnification shall be limited to expenses (including attorneys' fees) actually and reasonably incurred by such person in the defense or settlement of such action or suit, and (2) no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Delaware Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Delaware Court of Chancery or such other court shall deem proper.

The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

Section 6.02. Successful Defense. To the extent that a present or former director, officer, employee or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 6.01 of these By-Laws or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

Section 6.03. Determination That Indemnification Is Proper. Any indemnification of a present or former director or officer of the Corporation under Section 6.01 of these By-Laws (unless ordered by a court) shall be made by the Corporation only upon a determination that indemnification of such person is proper in the circumstances because such person has met the applicable standard of conduct set forth in Section 6.01 of these By-Laws. Any indemnification of a present or former employee or agent of the Corporation under Section 6.01 of these By-Laws (unless ordered by a court) may be made by the Corporation upon a determination that indemnification of the employee or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Section 6.01 of these By-Laws. Any such determination shall be made, with respect to a person who is a director or officer at the time of such determination (1) by a majority vote of the Directors who are not parties to such action, suit or proceeding, even though less than a quorum, or (2) by a committee of such directors designated by majority vote of such directors, even though less than a quorum, or (3) if there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion, or (4) by the stockholders.

Section 6.04. Advance Payment of Expenses. Expenses (including attorneys' fees) incurred by a present director or officer in defending any civil, criminal, administrative or investigative action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the director or officer to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Corporation as authorized in this Article. Such expenses (including attorneys' fees) incurred by former directors and officers or other employees and agents may be so paid upon such terms and conditions, if any, as the Corporation deems appropriate. The Corporation, or in respect of a present director or officer the Board of Directors, may authorize the Corporation's counsel to represent such present or former director, officer, employee or agent in any action, suit or proceeding, whether or not the Corporation is a party to such action, suit or proceeding.

Section 6.05. Procedure for Indemnification of Directors and Officers. Any indemnification of a director, officer, employee or agent of the Corporation under Sections 6.01 and 6.02 of these By-Laws, or advance of costs, charges and expenses to such person under Section 6.04 of these By-Laws, shall be made promptly, and in any event within thirty days, upon the written request of such person. If a determination by the Corporation that such person is entitled to indemnification pursuant to this Article is required, and the Corporation fails to respond within sixty days to a written request for indemnity, the Corporation shall be deemed to have approved such request. If the Corporation denies a written request for indemnity or advancement of expenses, in whole or in part, or if payment in full pursuant to such request is not made within thirty days, the right to indemnification or advances as granted by this Article shall be enforceable by such person in any court of competent jurisdiction. Such person's costs

and expenses incurred in connection with successfully establishing his or her right to indemnification, in whole or in part, in any such action shall also be indemnified by the Corporation. It shall be a defense to any such action (other than an action brought to enforce a claim for the advance of costs, charges and expenses under Section 6.04 of these By-Laws where the required undertaking, if any, has been received by or tendered to the Corporation) that the claimant has not met the standard of conduct set forth in Section 6.01 of these By-Laws, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors or any committee thereof, its independent legal counsel, and its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Section 6.01 of these By-Laws, nor the fact that there has been an actual determination by the Corporation (including its Board of Directors or any committee thereof, its independent legal counsel, and its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

Section 6.06. Survival; Preservation of Other Rights. The foregoing indemnification provisions shall be deemed to be a contract between the Corporation and each director, officer, employee and agent who serves in any such capacity at any time while these provisions as well as the relevant provisions of the Delaware Corporation Law are in effect and any repeal or modification thereof shall not affect any right or obligation then existing with respect to any state of facts then or previously existing or any action, suit or proceeding previously or thereafter brought or threatened based in whole or in part upon any such state of facts. Such a “contract right” may not be modified retroactively without the consent of such director, officer, employee or agent.

The indemnification provided by this Article VI shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any by-law, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 6.07. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was or has agreed to become a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her or on his or her behalf in any such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against such liability under the provisions of this Article, provided that such insurance is available on acceptable terms, which determination shall be made by a vote of a majority of the Board of Directors.

Section 6.08. Severability. If this Article or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify each director or officer and may indemnify each employee or agent of the Corporation as to costs, charges and expenses (including attorneys’ fees), judgments, fines

and amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative, including an action by or in the right of the Corporation, to the fullest extent permitted by any applicable portion of this Article that shall not have been invalidated and to the fullest extent permitted by applicable law.

ARTICLE VII

OFFICES

Section 7.01. Registered Office. The registered office of the Corporation in the State of Delaware shall be located at 15 East North Street in the City of Dover , County of Kent. The name of its registered agent at such address is Incorporating Services, Ltd.

Section 7.02. Other Offices. The Corporation may maintain offices or places of business at such other locations within or without the State of Delaware as the Board of Directors may from time to time determine or as the business of the Corporation may require.

ARTICLE VIII

GENERAL PROVISIONS

Section 8.01. Dividends. Subject to any applicable provisions of law and the Certificate of Incorporation, dividends upon the shares of the Corporation may be declared by the Board of Directors at any regular or special meeting of the Board of Directors and any such dividend may be paid in cash, property, or shares of the Corporation's Capital Stock.

A member of the Board of Directors, or a member of any Committee designated by the Board of Directors shall be fully protected in relying in good faith upon the records of the Corporation and upon such information, opinions, reports or statements presented to the Corporation by any of its officers or employees, or Committees of the Board of Directors, or by any other person as to matters the Director reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Corporation, as to the value and amount of the assets, liabilities and/or net profits of the Corporation, or any other facts pertinent to the existence and amount of surplus or other funds from which dividends might properly be declared and paid.

Section 8.02. Reserves. There may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, thinks proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation or for such other purpose as the Board of Directors shall think conducive to the interest of the Corporation, and the Board of Directors may similarly modify or abolish any such reserve.

Section 8.03. Execution of Instruments. The President, any Vice President, the Secretary or the Treasurer may enter into any contract or execute and deliver any instrument in the name and on behalf of the Corporation. The Board of Directors or the President may authorize any other officer or agent to enter into any contract or execute and deliver any instrument in the name and on behalf of the Corporation. Any such authorization must be in writing or by electronic transmission and may be general or limited to specific contracts or instruments.

Section 8.04. Corporate Indebtedness. No loan shall be contracted on behalf of the Corporation, and no evidence of indebtedness shall be issued in its name, unless authorized by the Board of Directors or the President. Such authorization may be general or confined to specific instances. Loans so authorized may be effected at any time for the Corporation from any bank, trust company or other institution, or from any firm, corporation or individual. All bonds, debentures, notes and other obligations or evidences of indebtedness of the Corporation issued for such loans shall be made, executed and delivered as the Board of Directors or the President shall authorize. When so authorized by the Board of Directors or the President, any part of or all the properties, including contract rights, assets, business or good will of the Corporation, whether then owned or thereafter acquired, may be mortgaged, pledged, hypothecated or conveyed or assigned in trust as security for the payment of such bonds, debentures, notes and other obligations or evidences of indebtedness of the Corporation, and of the interest thereon, by instruments executed and delivered in the name of the Corporation.

Section 8.05. Deposits. Any funds of the Corporation may be deposited from time to time in such banks, trust companies or other depositaries as may be determined by the Board of Directors or the President, or by such officers or agents as may be authorized by the Board of Directors or the President to make such determination.

Section 8.06. Checks. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such agent or agents of the Corporation, and in such manner, as the Board of Directors or the President from time to time may determine.

Section 8.07. Sale, Transfer, etc. of Securities. To the extent authorized by the Board of Directors or by the President, any Vice President, the Secretary or the Treasurer or any other officers designated by the Board of Directors or the President may sell, transfer, endorse, and assign any shares of stock, bonds or other securities owned by or held in the name of the Corporation, and may make, execute and deliver in the name of the Corporation, under its corporate seal, any instruments that may be appropriate to effect any such sale, transfer, endorsement or assignment.

Section 8.08. Voting as Stockholder. Unless otherwise determined by resolution of the Board of Directors, the President or any Vice President shall have full power and authority on behalf of the Corporation to attend any meeting of stockholders of any corporation in which the Corporation may hold stock, and to act, vote (or execute proxies to vote) and exercise in person or by proxy all other rights, powers and privileges incident to the ownership of such stock. Such officers acting on behalf of the Corporation shall have full power and authority to execute any instrument expressing consent to or dissent from any action of any such corporation without a meeting. The Board of Directors may by resolution from time to time confer such power and authority upon any other person or persons.

Section 8.09. Fiscal Year. The fiscal year of the Corporation shall commence on the first day of January of each year (except for the Corporation's first fiscal year which shall commence on the date of incorporation) and shall terminate in each case on December 31.

Section 8.10. Seal. The seal of the Corporation shall be circular in form and shall contain the name of the Corporation, the year of its incorporation and the words "Corporate Seal" and "Delaware". The form of such seal shall be subject to alteration by the Board of Directors. The seal may be used by causing it or a facsimile thereof to be impressed, affixed or reproduced, or may be used in any other lawful manner.

Section 8.11. Books and Records; Inspection. Except to the extent otherwise required by law, the books and records of the Corporation shall be kept at such place or places within or without the State of Delaware as may be determined from time to time by the Board of Directors.

ARTICLE IX

AMENDMENT OF BY-LAWS

Section 9.01. Amendment. Subject to the provisions of the Certificate of Incorporation, these By-Laws may be amended, altered or repealed

(a) by resolution adopted by a majority of the Board of Directors at any special or regular meeting of the Board if, in the case of such special meeting only, notice of such amendment, alteration or repeal is contained in the notice or waiver of notice of such meeting; or

(b) at any regular or special meeting of the stockholders if, in the case of such special meeting only, notice of such amendment, alteration or repeal is contained in the notice or waiver of notice of such meeting.

ARTICLE X

CONSTRUCTION

Section 10.01. Construction. In the event of any conflict between the provisions of these By-Laws as in effect from time to time and the provisions of the Certificate of Incorporation of the Corporation as in effect from time to time, the provisions of such Certificate of Incorporation shall be controlling.

CRC MERGER ACQUISITION CORP.
HISTORY OF BYLAWS

March 21, 2005	Adopted by Sole Incorporator.
March 22, 2005	Approved by the Sole Director and Sole Stockholder.

Exhibit 3.198

CERTIFICATE OF FORMATION
OF
SKYWAY HOUSE, LLC

Pursuant to Section 18-201 of the Delaware Limited Liability Company Act (the "Act"), the undersigned, desiring to form a limited liability company, does hereby certify as follows:

1. The name of the limited liability company is Skyway House, LLC (the "Company").

2. The address of the Company's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801. The name of the registered agent is The Corporation Trust Company.

3. This Certificate of Formation shall be effective upon filing with the Delaware Secretary of State.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation on this 14 day of November, 2014.

/s/ Christopher L. Howard
Christopher L. Howard, Authorized Person

Exhibit 3.199

OPERATING AGREEMENT

OF

SKYWAY HOUSE, LLC

This Operating Agreement (the "Agreement") of Skyway House, LLC, a Delaware limited liability company (the "Company"), is entered into by and between Acadia Healthcare Company, Inc., a Delaware corporation (the "Member") and the persons admitted to the Company as members who shall be identified on Schedule A, as amended from time to time, effective as of November 14, 2014.

WHEREAS, the Member desires to form the Company as a limited liability company in accordance with the Delaware Limited Liability Company Act (as amended, the "Act");

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Organization. Effective November 14, 2014, the Company was formed as a Delaware limited liability company by the filing of a certificate of formation in the office of the Secretary of State of Delaware (the "Certificate").

Section 2. Registered Office; Registered Agent. The registered office of the Company in the State of Delaware will be the initial registered office designated in the Certificate or such other office (which need not be a place of business of the Company) as the Member may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Delaware will be the initial registered agent designated in the Certificate, or such other person as the Member may designate from time to time in the manner provided by law. The principal office of the Company will be at such location as the Member may designate from time to time, which need not be in the State of Delaware.

Section 3. Powers. The Company will have all powers permitted to be exercised by a limited liability company organized in the State of Delaware.

Section 4. Term. The Company commenced on the date the Certificate was filed with the Secretary of State of Delaware, and will continue in existence until terminated pursuant to this Agreement.

Section 5. Fiscal Year. The fiscal year of the Company for financial statement and federal income tax purposes will end on December 31 unless otherwise determined by the Member.

Section 6. Member. The Member owns 100% of the limited liability company interests in the Company.

Section 7. Address. The address of the Member is set forth below:

6100 Tower Circle, Suite 1000
Franklin, TN 37067

Section 8. New Members. No person may be admitted as a member of the Company without the approval of the Member.

Section 9. Liability to Third Parties. The Member will not have any personal liability for any obligations or liabilities of the Company, whether such liabilities arise in contract, tort or otherwise.

Section 10. Capital Contributions. On or before the date hereof, the Member has made a capital contribution in cash to the Company in the amount of $100.00. The Member will not be required to make any additional capital contributions to the Company except as may otherwise be agreed to by the Member.

Section 11. Participation in Profits and Losses. All profits and losses of the Company will be allocated to the Member.

Section 12. Distributions. Distributions will be made by the Company to the Member at such times as may be determined by the Member.

Section 13. Management. The power and authority to manage, direct and control the Company will be vested solely in the Member.

Section 14. Officers. The Member may, from time to time, designate one or more individuals to be officers of the Company, with such titles as the Member may assign to such individuals. The initial officers of the Company will be a President, a Secretary and two Vice Presidents as more specifically provided below. Officers so designated will have such authority and perform such duties as the Member may from time to time delegate to them. Any number of officer positions may be held by the same individual. Any officer may resign as such at any time by providing written notice to the Company. Any officer may be removed as such, either with or without cause, by the Member, in its sole discretion. Any vacancy occurring in any officer position of the Company may be filled by the Member. The officers of the Company, if and when designated by the Member, will have the authority, acting individually, to bind the Company.

Section 15. President. The President will, subject to the control of the Member, have general supervision, direction and control of the business and affairs of the Company. Subject to the control of the Member, the President will have the general powers and duties of management usually vested in the office of president and chief executive officer of corporations, and will have such other powers and duties as may be prescribed by the Member.

Section 16. Secretary. The Secretary will, subject to the control of the Member, prepare and keep the minutes of the proceedings of the Company in books provided for that purpose, see that all notices are duly given in accordance with the provisions of the Act, be custodian of the Company records, and will have the general powers and duties usually vested in the office of secretary of corporations, and will have such other powers and duties as may be prescribed by the Member.

Section 17. Vice Presidents. The Vice Presidents will, subject to the control of the Member, perform such duties as may be assigned to them by the President and will have the general powers and duties usually vested in the office of vice president of corporations, and will have such other powers and duties as may be prescribed by the Member. In the case of the death, disability or absence of the President, a Vice President shall perform and be vested with all the duties and powers of the President until the Member appoints a new President.

Section 18. Indemnification. The Company shall indemnify any individual who is or was a party or is or was threatened to be made a party to any action, suit, or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was an officer of the Company against expenses (including reasonable attorneys' fees and expenses), judgments, fines and amounts paid in settlement actually and reasonably incurred by such individual in connection with such action, suit or proceeding, to the extent permitted by applicable law. The right to indemnification conferred in this Section 18 includes the right of such individual to be paid by the Company the expenses incurred in defending any such action in advance of its final disposition (an "Advancement of Expenses"); provided, however, that the Company will only make an Advancement of Expenses upon delivery to the Company of an undertaking, by or on behalf of such Indemnitee, to repay all amounts so advanced if it is ultimately determined that such Indemnitee is not entitled to be indemnified under this Section 18 or otherwise.

Section 19. Dissolution. The Company will dissolve and its affairs will be wound up as may be determined by the Member, or upon the earlier occurrence of any other event causing dissolution of the Company under the Act. In such event, the Member will proceed diligently to wind up the affairs of the Company and make final distributions, and will cause the existence of the Company to be terminated.

Section 20. Amendment or Modification. This Agreement may be amended or modified from time to time only by a written instrument that is executed by the Member.

Section 21. Binding Effect. This Agreement will be binding on and inure to the benefit of the Member and its successors and assigns.

Section 22. Governing Law. This Agreement is governed by and will be construed in accordance with the law of the State of Delaware without regard to the conflicts of law principles thereof.

IN WITNESS THEREOF, the parties hereto have executed this Agreement effective as of the date set forth above.

MEMBER:

ACADIA HEALTHCARE COMPANY, INC.

By: /s/ Christopher L. Howard
Name: Christopher L. Howard
Its: Executive Vice President and Secretary

Schedule A

None.

Exhibit 3.200

ARTICLES OF INCORPORATION

OF

SOBER LIVING BY THE SEA, INC.

FIRST: The name of this corporation is SOBER LIVING BY THE SEA, INC.

SECOND: The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

THIRD: The name and address in the State of California of this corporation's initial agent for service of process is:

KEVIN E. ROBINSON, ESQ.
2323 N. BROADWAY, SUITE 340
SANTA ANA, CA 92706

FOURTH: This corporation is authorized to issue only one class of shares of stock; and the total number of shares which this corporation is authorized to issue is 100,000.

Dated: 11/5/96

/s/ Carl M. Mosen
CARL M. MOSEN, Incorporator

I hereby declare that I am the person who executed the foregoing Articles of Incorporation, which execution is my act and deed.

Dated: 11/5/96

/s/ Carl M. Mosen
CARL M. MOSEN

Exhibit 3.201

BYLAWS OF
SOBER LIVING BY THE SEA, INC.
(A California Corporation)

ARTICLE I
SHAREHOLDERS' MEETINGS

Section 1. TIME. An annual meeting for the election of directors and for the transaction of any other proper business and any special meeting shall be held on the date and at the time as the Board of Directors shall from time to time fix.

Time of Meeting: o'clock .M.
Date of Meeting: The day of

Section 2. PLACE. Annual meetings and special meetings shall be held at such place, within or without the State of California, as the Directors may, from time to time, fix. Whenever the Directors shall fail to fix such place, the meetings shall be held at the principal executive office of the corporation.

Section 3. CALL. Annual meetings may be called by the Directors, by the Chairman of the Board, if any, Vice Chairman of the Board, if any, the President, if any, the Secretary, or by any officer instructed by the Directors to call the meeting. Special meetings may be called in like manner and by the holders of shares entitled to cast not less than ten percent of the votes at the meeting being called.

Section 4. NOTICE. Written notice stating the place, day and hour of each meeting, and, in the case of a special meeting, the general nature of the business to be transacted or, in the case of an Annual Meeting, those matters which the Board of Directors, at the time of mailing of the notice, intends to present for action by the shareholders, shall by given not less than ten days (or not less than any such other minimum period of days as may be prescribed by the General Corporation Law) or more than sixty days (or more than any such maximum period of days as may be prescribed by the General Corporation Law) before the date of the meeting, by mail, personally, or by other means of written communication, charges prepaid by or at the direction of the Directors, the President, if any, the Secretary or the officer or persons calling the meeting, addressed to each shareholder at his address appearing on the books of the corporation or given by him to the corporation for the purpose of notice, or, if no such address appears or is given, at the place where the principal executive office of the corporation is located or by publication at least once in a newspaper of general circulation in the county in which the said principal executive office is located.

Such notice shall be deemed to be delivered when deposited in the United States mail with first class postage therein prepaid, or sent by other means of written communication addressed to the shareholder at his address as it appears on the stock transfer books of the corporation. The notice of any meeting at which directors are to be elected shall include the names of nominees intended at the time of notice to be presented by management for election. At an annual meeting of shareholders, any matter relating to the affairs of the corporation, whether or not stated in the notice of the meeting, may be brought up for action except matters which the General Corporation Law requires to be stated in the notice of the meeting. The notice of any annual or special meeting shall also include, or be accompanied by, any additional statements, information, or documents prescribed by the General Corporation Law. When a meeting is adjourned to another time or place, notice of the adjourned meeting need not be given if the time and place thereof are announced at the meeting at which the adjournment is taken; provided that, if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each shareholder. At the adjourned meeting, the corporation may transact any business which might have been transacted at the original meeting.

Section 5. CONSENT. The transaction of any meeting, however called and noticed, and wherever held, shall be as valid as though had a meeting duly held after regular call and notice, if a quorum is present and if, either before or after the meeting, each of the shareholders or his proxy signs a written waiver of notice or a consent to the holding of the meeting or an approval of the minutes thereof. All such waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meeting. Attendance of a person at a meeting constitutes a waiver of notice of such meeting, except when the person objects, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened and except that attendance at a meeting shall not constitute a waiver of any right to object to the consideration of matters required by the General Corporation Law to be included in the notice if such objection is expressly made at the meeting. Except as otherwise provided in subdivision (f) of Section 601 of the General Corporation Law, neither the business to be transacted at nor the purpose of any regular or special meeting need be specified in any written waiver of notice.

Section 6. CONDUCT OF MEETING. Meetings of the shareholders shall be presided over by one of the following officers in the order of seniority and if present and acting — the Chairman of the Board, if any, the Vice-Chairman of the Board, if any, the President, if any, a Vice-President, or, if none of the foregoing is in office and present and acting, by a chairman to be chosen by the shareholders. The Secretary of the corporation, or in his absence, an Assistant Secretary, shall

act as secretary of every meeting, but, if neither the Secretary nor an Assistant Secretary is present, the Chairman of the meeting shall appoint a secretary of the meeting.

Section 7. PROXY REPRESENTATION. Every shareholder may authorize another person or persons to act as his proxy at a meeting or by written action. No proxy shall be valid after the expiration of eleven months from the date of its execution unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the person executing it prior to the vote or written action pursuant thereto, except as otherwise provided by the General Corporation Law. As used herein, a “proxy” shall be deemed to mean a written authorization signed by a shareholder or a shareholder’s attorney in fact giving another person or persons power to vote or consent in writing with respect to the shares of such shareholder, and “Signed” as used herein shall be deemed to me an the placing of such shareholder’s name on the proxy, whether by manual signature, typewriting, telegraphic transmission or otherwise by such shareholder or such shareholder’s attorney in fact. Where applicable, the form of any proxy shall comply with the provisions of Section 604 of the General Corporation Law.

Section 8. INSPECTORS - APPOINTMENT. In advance of any meeting, the Board of Directors may appoint inspectors of election to act at the meeting and any adjournment thereof. If inspectors of election are not so appointed, or, if any persons so appointed fail to appear or refuse to act, the Chairman of any meeting of shareholders may, and on the request of any shareholder or a shareholder’s proxy shall, appoint inspectors of election, or persons to replace any of those who so fail or refuse, at the meeting. The number of inspectors shall be either one or three. If appointed at a meeting on the request of one or more shareholders or proxies, the majority of shares represented shall determine whether one or three inspectors are to be appointed.

The inspectors of election shall determine the number of shares outstanding and the voting power of each, the shares represented at the meeting, the existence of a quorum, the authenticity, validity, and effect of proxies, receive votes, ballots, if any, or consents, hear and determine all challenges and questions in any way arising in connection with the right to vote, count and tabulate all votes or consents, determine when the polls shall close, determine the result, and do such acts as may be proper to conduct the election or vote with fairness to all shareholders. If there are three inspectors of election, the decision, act, or certificate of a majority shall be effective in all respects as the decision, act, or certificate of all.

Section 9. SUBSIDIARY CORPORATIONS. Shares of this corporation owned by a subsidiary shall not be entitled to vote on any matter. A subsidiary for these purposes is

defined as a corporation, the shares of which possessing more than 25% of the total combined voting power of all classes of shares entitled to vote, are owned directly or indirectly through one or more subsidiaries.

Section 10. QUORUM; VOTE; WRITTEN CONSENT. The holders of a majority of the voting shares shall constitute a quorum at a meeting of shareholders for the transaction of any business. The shareholders present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment notwithstanding the withdrawal of enough shareholders to leave less than a quorum if any action taken, other than adjournment, is approved by at least a majority of the shares required to constitute a quorum. In the absence of a quorum, any meeting of shareholders may be adjourned from time to time by the vote of a majority of the shares represented thereat, but no other business may be transacted except as hereinbefore provided.

In the election of directors, a plurality of the votes cast shall elect. No shareholder shall be entitled to exercise the right of cumulative voting at a meeting for the election of directors unless the candidate's name or the candidates' names have been placed in nomination prior to the voting and the shareholder has given notice at the meeting prior to the voting of the shareholder's intention to cumulate the shareholder's votes. If any one shareholder has given such notice, all shareholders may cumulate their votes for such candidates in nomination.

Except as otherwise provided by the General Corporation Law, the Articles of Incorporation or these Bylaws, any action required or permitted to be taken at a meeting at which a quorum is present shall be authorized by the affirmative vote of a majority of the shares represented at the meeting.

Except in the election of directors by written consent in lieu of a meeting, and except as may otherwise be provided by the General Corporation Law, the Articles of Incorporation or these Bylaws, any action which may be taken at any annual or special meeting may be taken without a meeting and without prior notice, if a consent in writing, setting forth the action so taken, shall be signed by holders of shares having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Directors may not be elected by written consent except by unanimous written consent of all shares entitled to vote for the election of directors. Notice of any shareholder approval pursuant to Section 310, 317, 1201 or 2007 without a meeting by less than unanimous written consent shall be given at least ten days before the consummation of the action authorized by such approval, and prompt notice shall be given of the taking of any other corporate action approved by shareholders without a meeting by less than unanimous written consent to those shareholders entitled to vote who have not consented in writing.

Section 11. BALLOT. Elections of directors at a meeting need not be by ballot unless a shareholder demands election by ballot at the election and before the voting begins. In all other matters, voting need not be by ballot.

Section 12. SHAREHOLDERS' AGREEMENTS. Notwithstanding the above provisions in the event this corporation elects to become a close corporation, an agreement between two or more shareholders thereof, if in writing and signed by the parties thereof, may provide that in exercising any voting rights the shares held by them shall be voted as provided therein or in Section 706, and may otherwise modify these provisions as to shareholders' meetings and actions.

ARTICLE II
BOARD OF DIRECTORS

Section 1. FUNCTIONS. The business and affairs of the corporation shall be managed and all corporate powers shall be exercised by or under the direction of its Board of Directors. The Board of Directors may delegate the management of the day-to-day operation of the business of the corporation to a management company or other person, provided that the business and affairs of the corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board of Directors. The Board of Directors shall have authority to fix the compensation of directors for services in any lawful capacity.

Each director shall exercise such powers and otherwise perform such duties in good faith, in the manner such director believes to be in the best interests of the corporation, and with care, including reasonable inquiry, using ordinary prudence, as a person in a like position would use under similar circumstances. (Section 309).

Section 2. EXCEPTION FOR CLOSE CORPORATION. Notwithstanding the provisions of Section 1, in the event that this corporation shall elect to become a close corporation as defined in Section 186, its shareholders may enter into a Shareholders' Agreement as provided in Section 300 (b). Said Agreement may provide for the exercise of corporate powers and the management of the business and affairs of this corporation by the shareholders, provided however such agreement shall, to the extent and so long as the discretion or the powers of the Board in its management of corporate affairs is controlled by such agreement, impose upon each shareholder who is a party thereof, liability for managerial acts performed or omitted by such person pursuant thereto otherwise imposed upon Directors as provided in Section 300 (d).

Section 3. QUALIFICATIONS AND NUMBER. A director need not be a shareholder of the corporation, a citizen, of the United States, or a resident of the State of California. The authorized number of directors constituting the Board of Directors until further changed shall be two (2). Thereafter, the authorized number of directors constituting the Board shall be at least three provided that, whenever the corporation shall have only two shareholders, the number of directors may be at least two, and, whenever the corporation shall have only one shareholder, the number of directors may be at least one. Subject to the foregoing provisions, the number of directors may be changed from time to time by an amendment of these Bylaws adopted by the shareholders. Any such amendment reducing the number of directors to fewer than five cannot be adopted if the votes cast against its adoption at a meeting or the shares not consenting in writing in the case of action by written consent are equal to more than sixteen and two-thirds percent of the outstanding shares. No decrease in the authorized number of directors shall have the effect of shortening the term of any incumbent director.

Section 4. ELECTION AND TERM. The initial Board of Directors shall consist of the persons elected at the meeting of the incorporator, all of whom shall hold office until the first annual meeting of shareholders and until their successors have been elected and qualified, or until their earlier resignation or removal from office. Thereafter, directors who are elected to replace any or all of the members of the initial Board of Directors or who are elected at an annual meeting of shareholders, and directors who are elected in the interim to fill vacancies, shall hold office until the next annual meeting of shareholders and until their successors have been elected and qualified, or until their earlier resignation, removal from office, or death. In the interim between annual meetings of shareholders or of special meetings of shareholders called for the election of directors, any vacancies in the Board of Directors, including vacancies resulting from an increase in the authorized number of directors which have not been filled by the shareholders, including any other vacancies which the General Corporation Law authorizes directors to fill, and including vacancies resulting from the removal of directors which are not filled at the meeting of shareholders at which any such removal has been effected, if the Articles of Incorporation or a By-Law adopted by the shareholders so provides, may be filled by the vote of a majority of the directors then in office or of the sole remaining director, although less than a quorum exists. Any director may resign effective upon giving written notice to the Chairman of the Board, if any, the President, the Secretary or the Board of Directors, unless the notice specifies a later time for the effectiveness of such resignation. If the resignation is effective at a future time, a successor may be elected to the office when the resignation becomes effective.

The shareholders may elect a director at any time to fill any vacancy which the directors are entitled to fill, but which they have not filled. Any such election by written consent shall require the consent of a majority of the shares.

Section 5. INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS. The corporation may indemnify any Director, Officer, agent or employee as to those liabilities and on those terms and conditions as are specified in Section 317. In any event, the corporation shall have the right to purchase and maintain insurance on behalf of any such persons whether or not the corporation would have the power to indemnify such person against the liability insured against.

Section 6. MEETINGS.

TIME. Meetings shall be held at such time as the Board shall fix, except that the first meeting of a newly elected Board shall be held as soon after its election as the directors may conveniently assemble.

PLACE. Meetings may be held at any place, within or without the State of California, which has been designated in any notice of the meeting, or, if not stated in said notice, or, if there is no notice given, at the place designated by resolution of the Board of Directors.

CALL. Meetings may be called by the Chairman of the Board, if any and acting, by the Vice Chairman of the Board, if any, by the President, if any, by any Vice President or Secretary, or by any two directors.

NOTICE AND WAIVER THEREOF. No notice shall be required for regular meetings for which the time and place have been fixed by the Board of Directors. Special meetings shall be held upon at least four days' notice by mail or upon at least forty-eight hours' notice delivered personally or by telephone or telegraph. Notice of a meeting need not be given to any director who signs a waiver of notice, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to such director. A notice or waiver of notice need not specify the purpose of any regular or special meeting of the Board of Directors.

Section 7. SOLE DIRECTOR PROVIDED BY ARTICLES OF INCORPORATION. In the event only one director is required by the Bylaws or Articles of Incorporation, then any reference herein to notices, waivers, consents, meetings or other actions by a majority or quorum of the directors shall be deemed to refer to such notice, waiver, etc., by such sole director, who shall have all the rights and duties and shall be entitled to exercise all of the powers and shall assume all the responsibilities otherwise herein described as given to a Board of Directors.

Section 8. QUORUM AND ACTION. A majority of the authorized number of directors shall constitute a quorum except when a vacancy or vacancies prevents such majority, whereupon a majority of the directors in office shall constitute a quorum, provided such majority shall constitute at least either one-third of the authorized number of directors or at least two directors, whichever is larger, or unless the authorized number of directors is only one. A majority of the directors present, whether or not a quorum is present, may adjourn any meeting to another time and place. If the meeting is adjourned for more than twenty-four hours, notice of any adjournment to another time or place shall be given prior to the time of the adjourned meeting to the directors, if any, who were not present at the time of the adjournment. Except as the Articles of Incorporation, these Bylaws and the General Corporation Law may otherwise provide, the act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present shall be the act of the Board of Directors. Members of the Board of Directors may participate in a meeting through use of conference telephone or similar communications equipment, so long as all members participating in such meeting can hear one another, and participation by such use shall be deemed to constitute presence in person at any such meeting.

A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of directors, provided that any action which may be taken is approved by at least a majority of the required quorum for such meeting.

Section 9. CHAIRMAN OF THE MEETING. The Chairman of the Board, if any and if present and acting, the Vice Chairman of the Board, if any and if present and acting, shall preside at all meetings. Otherwise, the President, if any and present and acting, or any director chosen by the Board, shall preside.

Section 10. REMOVAL OF DIRECTORS. The entire Board of Directors or any individual director may be removed from office without cause by approval of the holders of at least a majority of the shares provided, that unless the entire Board is removed, an individual director shall not be removed when the votes cast against such removal, or not consenting in writing to such removal, would be sufficient to elect such director if voted cumulatively at an election of directors at which the same total number of votes were cast, or, if such action is taken by written consent, in lieu of a meeting, all shares entitled to vote were voted, and the entire number of directors authorized at the time of the director’s most recent election were then being elected. If any or all directors are so removed, new directors may be elected at the same meeting or by such written consent. The Board of Directors may declare vacant the office of any director who has been declared of unsound mind by an order of court or convicted of a felony.

Section 11. COMMITTEES. The Board of Directors, by resolution adopted by a majority of the authorized number of directors, may designate one or more committees, each consisting of two or more directors to serve at the pleasure of the Board of Directors. The Board of Directors may designate one or more directors as alternate members of any such committee, who may replace any absent member at any meeting of such committee. Any such committee, to the extent provided in the resolution of the Board of Directors, shall have all the authority of the Board of Directors except such authority as may not be delegated by the provisions of the General Corporation Law.

Section 12. INFORMAL ACTION. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum is present and if, either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes thereof. All such waivers, consents, or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 13. WRITTEN ACTION. Any action required or permitted to be taken may be taken without a meeting if all of the members of the Board of Directors shall individually or collectively consent in writing to such action. Any such written consent or consents shall be filed with the minutes of the proceedings of the Board. Such action by written consent shall have the same force and effect as a unanimous vote of such directors.

ARTICLE III
OFFICERS

Section 1. OFFICERS. The officers of the corporation shall be a Chairman of the Board or a President or both, a Secretary and a Chief Financial Officer. The corporation may also have, at the discretion of the Board of Directors, one or more Vice Presidents, one or more Assistant Secretaries and such other officers as may be appointed in accordance with the provisions of Section 3 of this Article. One person may hold two or more offices.

Section 2. ELECTION. The officers of the corporation, except such officers as may be appointed in accordance with the provisions of Section 3 or Section 5 of this Article shall be chosen annually by the Board of Directors, and each shall hold his office until he shall resign or shall be removed or otherwise disqualified to serve, or his successor shall be elected and qualified.

Section 3. SUBORDINATE OFFICERS, ETC. The Board of Directors may appoint such other officers as the business of the corporation may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in the Bylaws or as the Board of Directors may from time to time determine.

Section 4. REMOVAL AND RESIGNATION. Any officer may be removed, either with or without cause, by a majority of the directors at the time in office, at any regular or special meeting of the Board, or, except in case of an officer chosen by the Board of Directors, by any officer upon whom such power of removal may be conferred by the Board of Directors.

Any officer may resign at any time by giving written notice to the Board of Directors, or to the President, or to the Secretary of the corporation. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5. VACANCIES. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in the Bylaws for regular appointments to such office.

Section 6. CHAIRMAN OF THE BOARD. The Chairman of the Board, if there shall be such an officer, shall, if present, preside at all meetings of the Board of Directors, and exercise and perform such other powers and duties as may be from time to time assigned to him by the Board of Directors or prescribed by the Bylaws.

Section 7. PRESIDENT. Subject to such supervisory powers, if any, as may be given by the Board of Directors to the Chairman of the Board, if there be such an officer, the President shall be the Chief Executive Officer of the corporation and shall, subject to the control of the Board of Directors, have general supervision, direction and control of the business and officers of the corporation. He shall preside at all meetings of the shareholders and in the absence of the Chairman of the Board, or if there be none, at all meetings of the Board of Directors. He shall be ex officio a member of all the standing committees, including the Executive Committee, if any, and shall have the general powers and duties of management usually vested in the office of President of a corporation, and shall have such other powers and duties as may be prescribed by the Board of Directors or the Bylaws.

Section 8. VICE PRESIDENT. In the absence or disability of the President, the Vice Presidents, in order of their rank as fixed by the Board of Directors, or if not ranked, the Vice President designated by the Board of Directors, shall perform all the duties of the President, and when so acting shall have

all the powers of, and be subject to, all the restrictions upon, the President. The Vice Presidents shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the Board of Directors or the Bylaws.

Section 9. SECRETARY. The Secretary shall keep, or cause to be kept, a book of minutes at the principal office or such other place as the Board of Directors may order, of all meetings of Directors and Shareholders, with the time and place of holding, whether regular or special, and if special, how authorized, the notice thereof given, the names of those present at Directors' meetings, the number of shares present or represented at Shareholders' meetings and the proceedings thereof.

The Secretary shall keep, or cause to be kept, at the principal office or at the office of the corporation's transfer agent, a share register, or duplicate share register, showing the names of the shareholders and their addresses; the number and classes of shares held by each; the number and date of certificates issued for the same; and the number and date of cancellation of every certificate surrendered for cancellation.

The Secretary shall give, or cause to by given, notice of all the meetings of the shareholders and of the Board of Directors required by the Bylaws or by law to be given, and he shall keep the seal of the corporation in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or by the Bylaws.

Section 10. CHIEF FINANCIAL OFFICER. This officer shall keep and maintain, or cause to be kept and maintained in accordance with generally accepted accounting principles, adequate and correct accounts of the properties and business transactions of the corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, earnings (or surplus) and shares. The books of account shall at all reasonable times be open to inspection by any director.

This officer shall deposit all monies and other valuables in the name and to the credit of the corporation with such depositories as may be designated by the Board of Directors. He shall disburse the funds of the corporation as may be ordered by the Board of Directors, shall render to the President and directors, whenever they request it, an account of all his transactions and of the financial condition of the corporation, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or the Bylaws.

ARTICLE IV
CERTIFICATES AND TRANSFERS OF SHARES

Section 1. CERTIFICATES FOR SHARES. Each certificate for shares of the corporation shall set forth therein the name of the record holder of the shares represented thereby, the number of shares and the class or series of shares owned by said holder, the par value, if any, of the shares represented thereby, and such other statements, as applicable, prescribed by Sections 416 - 419, inclusive, and other relevant Sections of the General Corporation Law of the State of California (the "General Corporation Law") and such other statements, as applicable, which may be prescribed by the Corporate Securities Law of the State of California and any other applicable provision of the law. Each such certificate issued shall be signed in the name of the corporation by the Chairman of the Board of Directors, if any, or the Vice Chairman of the Board of Directors, if any, the President, if any, or a Vice President, if any, and by the Chief Financial Officer or an Assistant Treasurer or the Secretary or an Assistant Secretary. Any or all of the signatures on a certificate for shares may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate for shares shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the corporation with the same effect as if such person were an officer, transfer agent or registrar at the date of issue.

In the event that the corporation shall issue the whole or any part of its shares as partly paid and subject to call for the remainder of the consideration to be paid therefor, any such certificate for shares shall set forth thereon the statements prescribed by Section 4 09 of the General Corporation Law.

Section 2. LOST OR DESTROYED CERTIFICATES FOR SHARES. The corporation may issue a new certificate for shares or for any other security in the place of any other certificate theretofore issued by it, which is alleged to have been lost, stolen or destroyed. As a condition to such issuance, the corporation may require any such owner of the allegedly lost, stolen or destroyed certificate or any such owner's legal representative to give the corporation a bond, or other adequate security, sufficient to indemnify it against any claim that may be made against it, including any expense or liability, on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

Section 3. SHARE TRANSFERS. Upon compliance with any provisions of the General Corporation Law and/or the Corporate Securities Law of 1968 which may restrict the transferability of shares, transfers of shares of the corporation shall be made only on the record of shareholders of the corporation by

the registered holder thereof, or by his attorney thereunto authorized by power of attorney duly executed and filed with the Secretary of the corporation or with a transfer agent or a registrar, if any, and on surrender of the certificate or certificates for such shares properly endorsed and the payment of all taxes, if any, due thereon.

Section 4. RECORD DATE FOR SHAREHOLDERS. In order that the corporation may determine the shareholders entitled to notice of any meeting or to vote or be entitled to receive payment of any dividend or other distribution or allotment of any rights or entitled to exercise any rights in respect of any other lawful action, the Board of Directors may fix, in advance a record date, which shall not be more than sixty days or fewer than ten days prior to the date of such meeting or more than sixty days prior to any other action.

If the Board of Directors shall not have fixed a record date as aforesaid, the record date for determining shareholders entitled to notice of or to vote at a meeting of shareholders shall be at the close of business on the business day next preceding the day on which notice is given or, if notice is waived, at the close of business on the business day next preceding the day on which the meeting is held; the record date for determining shareholders entitled to give consent to corporate action in writing without a meeting, when no prior action by the Board of Directors has been taken, shall be the day on which the first written consent is given; and the record date for determining shareholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto, or the sixtieth day prior to the day of such other action, whichever is later.

A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting unless the Board of Directors fixes a new record date for the adjourned meeting, but the Board of Directors shall fix a new record date if the meeting is adjourned for more than forty-five days from the date set for the original meeting.

Except as may be otherwise provided by the General Corporation Law, shareholders on the record date shall be entitled to notice and to vote or to receive any dividend, distribution or allotment of rights or to exercise the rights, as the case may be, notwithstanding any transfer of any shares on the books of the corporation after the record date.

Section 5. REPRESENTATION OF SHARES IN OTHER CORPORATIONS. Shares of other corporations standing in the name of this corporation may be voted or represented and all incidents thereto may be exercised on behalf of the corporation by the Chairman of the Board, the President or any Vice President or any other person authorized by resolution of the Board of Directors.

Section 6. MEANING OF CERTAIN TERMS. As used in these Bylaws in respect of the right to notice of a meeting of shareholders or a waiver thereof or to participate or vote thereat or to assent or consent or dissent in writing in lieu of a meeting, as the case may be, the term “share” or “shares” or “shareholder” or “shareholders” refers to an outstanding share or shares and to a holder or holders record or outstanding shares when the corporation is authorized to issue only one class of shares, and said reference is also intended to include any outstanding share or shares and any holder or holders of record of outstanding shares of any class upon which or upon whom the Articles of Incorporation confer such rights here there are two or more classes or series of shares or upon which or upon whom the General Corporation Law confers such rights notwithstanding that the Articles of Incorporation may provide for more than one class or series of shares, one or more of which are limited or denied such rights thereunder.

Section 7. CLOSE CORPORATION CERTIFICATES. All certificates representing shares of this corporation, in the event it shall elect to become a close corporation, shall contain the legend required by Section 418 (c).

ARTICLE V
EFFECT OF SHAREHOLDERS’ AGREEMENT-CLOSE CORPORATION

Any Shareholders’ Agreement authorized by Section 300(b) shall only be effective to modify the terms of these Bylaws if this corporation elects to become a close corporation with appropriate filing of or amendment to its Articles as required by Section 202 and shall terminate when this corporation ceases to be a close corporation. Such an agreement cannot waive or alter Sections 158 (defining close corporations), 202 (requirements of Articles of Incorporation), 500 and 501 relative to distributions, 111 (merger), 1201(e) (reorganization) or Chapters 15 (Records and Reports, 16 (Rights of Inspection), 18 (Involuntary Dissolution) or 2 (Crimes and Penalties). Any other provisions of the Code or these Bylaws may be altered or waived thereby, but to the extent they are not so altered or waived, these Bylaws shall be applicable.

ARTICLE VI
CORPORATE CONTRACTS AND INSTRUMENTS - HOW EXECUTED

The Board of Directors, except as in the Bylaws otherwise provided, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the corporation. Such authority may be general or confined to specific instances. Unless so authorized by the Board of Directors, no officer, agent or employee shall have any power or authority to bind the corporation by any contract or agreement, or to pledge its credit, or to render it liable for any purposes or any amount, except as provided in Section 313 of the Corporations Code.

ARTICLE VII
CONTROL OVER BYLAWS

After the initial Bylaws of the corporation shall have been adopted by the incorporator or incorporators of the corporation, the Bylaws may be amended or repealed or new Bylaws may be adopted by the shareholders entitled to exercise a majority of the voting power or by the Board of Directors; provided, however, that the Board of Directors shall have no control over any By-Law which fixes or changes the authorized number of directors of the corporation; provided, further, than any control over the Bylaws herein vested in the Board of Directors shall be subject to the authority of the aforesaid shareholders to amend or repeal the Bylaws or to adopt new Bylaws; and provided further that any By-Law amendment or new By-Law which changes the minimum number of directors to fewer than five shall require authorization by the greater proportion of voting power of the shareholders as hereinbefore set forth.

ARTICLE VIII
BOOKS AND RECORDS

Section 1. RECORDS: STORAGE AND INSPECTION. The corporation shall keep at its principal executive office in the State of California, or, if its principal executive office is not in the State of California, the original or a copy of the Bylaws as amended to date, which shall be open to inspection by the shareholders at all reasonable times during office hours. If the principal executive office of the corporation is outside the State of California, and, if the corporation has no principal business office in the State of California, it shall upon request of any shareholder furnish a copy of the Bylaws as amended to date.

The corporation shall keep adequate and correct books and records of account and shall keep minutes of the proceedings of its shareholders, Board of Directors and committees, if any, of the Board of Directors. The corporation shall keep at its principal executive office, or at the office of its transfer agent or registrar, a record of its shareholders,

giving the names and addresses of all shareholders and the number and class of shares held by each. Such minutes shall be in written form. Such other books and records shall be kept either in written form or in any other form capable of being converted into written form.

Section 2. RECORD OF PAYMENTS. All checks, drafts or other orders or payment of money, notes or other evidences of indebtedness, issued in the name of or payable to the corporation, shall be signed or endorsed by such person or persons and in such manner as shall be determined from time to time by resolution of the Board of Directors.

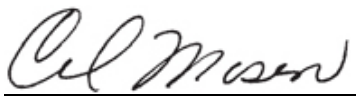
Section 3. ANNUAL REPORT. Whenever the corporation shall have fewer than one hundred shareholders, the Board of Directors shall not be required to cause to be sent to the shareholders of the corporation the annual report prescribed by Section 1501 of the General Corporation Law unless it shall determine that a useful purpose would be served by causing the same to be sent or unless the Department of Corporations, pursuant to the provisions of the Corporate Securities Law of 1968, shall direct the sending of the same.

CERTIFICATE OF ADOPTION OF BYLAWS

ADOPTION BY INCORPORATOR(S) OR FIRST DIRECTOR(S).

The undersigned person(s) appointed in the Articles of Incorporation to act as the Incorporation (s) or First Director(s) of the above-named corporation hereby adopt the same as the Bylaws of said corporation.

Executed this 4th day of December, 1996.

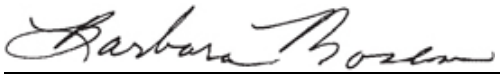


Name

THIS IS TO CERTIFY:

That I am the duly-elected, qualified and acting Secretary of the above-named corporation; that the foregoing Bylaws were adopted as the Bylaws of said corporation on the date set forth above by the person (s) appointed in the Articles of Incorporation to act as the Incorporator(s) or First Director(s) of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 4th day of December, 1996.



Secretary

(SEAL)

CERTIFICATE BY SECRETARY OF ADOPTION BY SHAREHOLDERS' VOTE.

THIS IS TO CERTIFY:

That I am the duly elected, qualified and acting Secretary of the above-named corporation and that the above and foregoing Code of Bylaws was submitted to the shareholders at their first meeting held on the date set forth in the Bylaws and recorded in the minutes thereof, was ratified by the vote of shareholders entitled to exercise the majority of the voting power of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand this day of , 19 .

Secretary

Indiana Secretary of State
Packet: 1993021065
Filing Date: 07/30/2009
Effective Date: 07/31/2009

WPH

INDIANA SECRETARY OF STATE
RECEIVED
2009 JUL 30 AM 11:30

TODD ROKITA
SECRETARY OF STATE
CORPORATE DIVISION
302 W. Washington Street, Rm. E018
Indianapolis, IN 46204
Telephone: (317) 232-6576

ARTICLES OF ENTITY CONVERSION:
Conversion of a Corporation into a Limited Liability Company
State Form 51576 (1-04)
Approved by State Board of Accounts, 2004

INSTRUCTIONS: Use 8 ½" x 11" white paper for attachments.
Present original and one copy to the address in upper right corner of this form.
Please TYPE or PRINT.
Please visit our office on the web at www.sos.in.gov.

Indiana Code 23-1-15-3
FILING FEE: $30.00

ARTICLES OF CONVERSION
OF

SOUTHERN INDIANA TREATMENT CENTER, INC.
(hereinafter "Non-surviving Corporation")

APPROVED AND FILED

INTO

SOUTHERN INDIANA TREATMENT CENTER, LLC
(hereinafter "Surviving LLC")

IND. SECRETARY OF STATE

ARTICLE I: PLAN OF ENTITY CONVERSION

a. Please set forth the Plan of Conversion, containing such information as required by Indiana Code 23-1-38.5-11 and Indiana Code 23-1-38.5-12, attach herewith, and designate it as "Exhibit A."
The following is basic information that must be included in the Plan of Entity Conversion: *(please refer to Indiana Code 23-1-38.5-12 for a more complete listing of requirements before submitting the plan).*
- A statement of the type of business entity that Surviving LLC will be and, if it will be a foreign non-corporation, its jurisdiction of organization;
- The terms and conditions of the conversion;
- The manner and basis of converting the shares of Non-surviving Corporation into the interests, securities, obligations, rights to acquire interests or other securities of Surviving LLC following its conversion; and
- The full text, as in effect immediately after the consummation of the conversion, of the organic document (if any) of Surviving LLC.
- If, as a result of the conversion, one or more shareholders of Non-surviving Corporation would be subject to owner liability for debts, obligations, or liabilities of any other person or entity, those shareholders must consent in writing to such liabilities in order for the Plan of Merger to be valid.

b. *Please read and sign the following statement.*
I hereby affirm under penalty of perjury that the plan of conversion is in accordance with the Articles of Incorporation or bylaws of Non-surviving Corporation and is duly authorized by the shareholders of Non-surviving Corporation as required by the laws of the State of Indiana.

Signature Pamela B. Burke *Printed Name* PAMELA B. BURKE *Title* Secretary

ARTICLE II: NAME AND DATE OF INCORPORATION OF NON-SURVIVING CORPORATION

a. The name of Non-surviving Corporation immediately before filing these Articles of Entity Conversion is the following:
SOUTHERN INDIANA TREATMENT CENTER, INC.

b. The date on which Non-surviving Corporation was incorporated in the State of Indiana is the following: February 17, 1993

ARTICLE III: NAME AND PRINCIPAL OFFICE OF SURVIVING LLC

a. The name of Surviving LLC is the following:
SOUTHERN INDIANA TREATMENT CENTER, LLC
- (Please note pursuant to Indiana Code 23-18-2-8, this name must include the words "Limited Liability Company", "L.L.C.", or "LLC").
- (If Surviving LLC is a foreign LLC, then its name must adhere to the laws of the state in which it is domiciled).

b. The address of Surviving LLC's Principal Office is the following:

Street Address	City	State	Zip Code
20400 STEVENS CREEK BLVD., SUITE 600	CUPERTINO	CA	95014

Indiana Secretary of State
Packet: 1993021065
Filing Date: 07/30/2009
Effective Date: 07/31/2009

ARTICLE IV: REGISTERED OFFICE AND AGENT OF SURVIVING LLC

Registered Agent: The name and street address of Surviving LLC's Registered Agent and Registered Office for service of process are the following:

Name of Registered Agent: NATIONAL REGISTERED AGENTS, INC.

Address of Registered Office (street or building)	City		Zip Code
320 N. MERIDIAN ST.	INDIANAPOLIS	Indiana	46204

ARTICLE V – JURISDICTION OF SURVIVING LLC AND CHARTER SURRENDER OF NON-SURVIVING CORPORATION

SECTION 1: JURISDICTION

Please state the jurisdiction in which Surviving LLC will be organized and governed: INDIANA

SECTION 2: CHARTER SURRENDER *((Please complete this section only if Surviving LLC is organized outside of Indiana).*

If the jurisdiction stated above is not Indiana, please set forth the Articles of Charter Surrender for the Non-surviving Corporation and attach herewith as "Exhibit B."

Pursuant to Indiana Code 23-1-38.5-14, the Articles of Charter Surrender must include:

1. The name of Non-surviving Corporation;
2. A statement that the Articles of Charter Surrender are being filed in connection with the conversion of Non-surviving Corporation into an LLC that will be organized in a jurisdiction other than the State of Indiana;
3. A signed statement under penalty of perjury that the conversion was duly approved by the shareholders of Non-surviving Corporation in a manner required by Indiana Law and consistent with the Articles of Incorporation or the bylaws of Non-surviving Corporation;
4. The jurisdiction under which the Surviving LLC will be organized; and
5. The address of Surviving LLC's executive office.

ARTICLE VI: DISSOLUTION OF SURVIVING LLC

Please indicate when dissolution will take place in Surviving LLC:

☐ The latest date upon which Surviving LLC is to dissolve is _____, OR

■ Surviving LLC is perpetual until dissolution.

ARTICLE VII: MANAGEMENT OF SURVIVING LLC

Surviving LLC will be managed by: ☐ The members of Surviving LLC, OR ■ A manager or managers

In Witness Whereof, the undersigned being an officer or other duly authorized representative of Non-surviving Corporation executes these Articles of Entity Conversion and verifies, subject to penalties of perjury, that the statements contained herein are true,

this 31st day of July, 20 09.

Signature: Pamela B. Burke

Printed Name: Pamela B. Burke

Title: Secretary

Exhibit A

Indiana Secretary of State
Packet: 1993021065
Filing Date: 07/30/2009
Effective Date: 07/31/2009

PLAN OF ENTITY CONVERSION OF
Southern Indiana Treatment Center, Inc.

In accordance with Sections 23-1-38.5-11 and 23-1-38.5-12 of the Indiana Code (the "Code"), Southern Indiana Treatment Center, Inc., an Indiana corporation (the "Corporation"), hereby adopts the following Plan of Entity Conversion.

1. Conversion. In accordance with the Code, the Corporation shall be converted (the "Conversion") into Southern Indiana Treatment Center, LLC, an Indiana limited liability company (the "LLC").

2. Conversion of Stock. One hundred percent (100%) of the validly issued, fully paid and nonassessable shares of common stock of the Corporation that were issued and outstanding immediately prior to the date of the Conversion shall be converted into such number of membership interests as required to represent one hundred percent (100%) of the membership interests of the LLC immediately following the Conversion.

3. Effective Date. The Conversion shall be effective as of July 31, 2009.

4. Articles of Organization. The Articles of Organization, a copy of which are attached hereto as Exhibit I, shall be the Articles of Organization of the LLC as in effect immediately after consummation of the Conversion.

5. Effect of Conversion. Following the Conversion, the LLC shall be, for all purposes, the same entity that existed before the Conversion.

Indiana Secretary of State
Packet: 1993021065
Filing Date: 07/30/2009
Effective Date: 07/31/2009

EXHIBIT I – ARTICLES OF ORGANIZATION

Indiana Secretary of State
Packet: 1993021065
Filing Date: 07/30/2009
Effective Date: 07/31/2009

INDIANA SECRETARY OF STATE
RECEIVED
2009 JUL 30 AM 11:30

TODD ROKITA
SECRETARY OF STATE
CORPORATIONS DIVISION
302 W. Washington St., Room E018
Indianapolis, IN 46204
Telephone: (317) 232-6576

ARTICLES OF ORGANIZATION

State Form 48459 (R / 4-03)
Approved by State Board of Accounts 1999

INSTRUCTIONS: *Use 8 1/2" x 11" white paper for attachments.*
Present original and one (1) copy to the address in upper right corner of this form.
Please TYPE or PRINT.
Please visit our office on the web at www.sos.in.gov.

Indiana Code 23-18-2-4
FILING FEE: $90.00

ARTICLES OF ORGANIZATION

The undersigned, desiring to form a Limited Liability Company *(hereinafter referred to as "LLC")* pursuant to the provisions of:

Indiana Business Flexibility Act, Indiana Code 23-18-1-1, et seq. as amended, executes the following Articles of Organization:

ARTICLE I - NAME AND PRINCIPAL OFFICE

Name of LLC *(the name must include the words "Limited Liability Company", "L.L.C.", or "LLC")*
SOUTHERN INDIANA TREATMENT CENTER, LLC

Principal Office: The address of the principal office of the LLC is: (optional)

Post office address	City	State	ZIP code
20400 Stevens Creek Blvd., Suite 600	Cupertino	CA	95014

ARTICLE II - REGISTERED OFFICE AND AGENT

Registered Agent: The name and street address of the LLC's Registered Agent and Registered Office for service of process are:

Name of Registered Agent: NATIONAL REGISTERED AGENTS, INC.

Address of Registered Office (street or building)	City		ZIP code
320 N. MERIDIAN STREET	INDIANAPOLIS	Indiana	46204

ARTICLE III - DISSOLUTION

☐ The latest date upon which the LLC is to dissolve: _____

☑ The Limited Liability Company is perpetual until dissolution.

ARTICLE IV - MANAGEMENT

☐ The Limited Liability Company will be managed by its members.

☑ The Limited Liability Company will be managed by a manager or managers.

In Witness Whereof, the undersigned executes these Articles of Organization and verifies, subject to penalties of perjury, that the statements contained herein are true,

this _____ day of July, 2009.

Signature	Printed name
Pamela B. Burke	Pamela B. Burke

This instrument was prepared by (name): Pamela B. Burke

Address (number, street, city and state)	ZIP code
20400 Stevens Creek Blvd., Suite 600, Cupertino, CA	95014

Exhibit 3.205

OPERATING AGREEMENT

OF

Southern Indiana Treatment Center, LLC

A Indiana Limited Liability Company

July 31, 2009

TABLE OF CONTENTS

TABLE OF CONTENTS
(continued)

OPERATING AGREEMENT

OF

Southern Indiana Treatment Center, LLC
A Indiana Limited Liability Company

This Operating Agreement (this **"Agreement")** of **Southern Indiana Treatment Center, LLC** (the **"Company")** is made and entered into pursuant to Indiana Code Article 18 (the **"Act")** and shall be effective as of July 31, 2009, by NATIONAL SPECIALTY CLINICS, INC., a Delaware corporation **("NSC"),** as the sole member.

ARTICLE I

DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings set forth below in this Article I. The singular when used in this Agreement shall also refer to the plural, and vice versa, as appropriate. All terms used in this Agreement which are not defined in this Article I shall have the meanings set forth elsewhere in this Agreement.

"Act" shall mean the Indiana Code, Article 18.

"Affiliate" shall mean, with respect to any Member: (a) any person directly or indirectly owning, controlling or holding with power to vote 10% or more of the outstanding voting securities of such Member; (b) any Person 10% or more of whose outstanding voting securities are directly or indirectly owned, controlled or held with power to vote by such Member; (c) any partnership or limited liability company of which such Member or any other Person described in clause (a) or clause (b) of this definition is a general or managing partner, or a manager, as the case may be; and (d) any officer, director or partner in such Member.

"Agreed Value" means the fair market value of property as determined by the Members using such reasonable methods of valuation as they deem appropriate.

"Assignee" shall mean a person who has acquired a beneficial interest in a Company Interest in accordance with the provisions of Article VIII hereof, but who is not a Member.

"Book Depreciation" means the depreciation, cost recovery or amortization of assets allowable to the Company with respect to an asset for any period, except that if the Book Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such period, Book Depreciation shall be an amount which bears the same ratio to such beginning Book Value as federal income tax depreciation, amortization, or other cost recovery deduction for such period bears to such beginning adjusted basis.

"Book Gain" or **"Book Loss"** means the gain or loss that would be recognized by the Company for federal income tax purposes as a result of sales or exchanges of its assets if its tax basis in such assets were equal to the Book Value of such assets.

"Book Value" means (a) as to property contributed to the Company, its Agreed Value, and (b) as to all other Company property, its adjusted basis for federal income tax purposes as reflected on the books of the Company. The Book Value of all Company assets shall be adjusted to equal their respective Agreed Values, as determined by the Members, as of the following times: (a) the acquisition of an additional interest in the Company by any new or existing Member in exchange for more than a de minimis Capital Contribution; (b) the distribution by the Company to a Member of more than a de minimis amount of Company property, unless all Members receive simultaneous distributions of undivided interests in the distributed property in proportion to their Interest in the Company; and (c) the termination of the Company for federal income tax purposes pursuant to Code Section 708(b)(1)(B). The Book Value of all assets shall be adjusted by the Book Depreciation taken into account with respect to such asset.

"Capital Account" means an individual capital account maintained for each Member in accordance with Treasury Regulation Section 1.704-l(b) adopted pursuant to Section 704(b) of the Code.

"Capital Contributions" shall mean the amount of cash or Book Value of property a Member contributes to the capital of the Company.

"Certificate" shall mean the certificate of formation of the Company which is required to be filed pursuant to the Act.

"Code" shall mean the Internal Revenue Code of 1986, as amended from time to time, and the corresponding provisions of any future Federal tax law and, to the extent applicable, the Regulations.

"Company Interest," as of any date, shall mean, with respect to any Member, the percentage ownership interest of such Member in the Company as of such date, including all of its rights and obligations under the Act and this Agreement. Each Member's Company Interest shall be represented by the number of Units set forth on Exhibit A attached hereto.

"Distributions" means all cash and the Book Value of other property distributed to NSC arising from its Company Interest.

"Fiscal Year" shall mean the fiscal year of the Company which shall be the calendar year.

"Initial Member" shall mean NSC.

"Manager" shall mean initially CRC Health Management, Inc., a Delaware corporation, or such other Person as the Member may later appoint.

"Member" shall mean the Initial Member and any other Person that acquires a Company Interest and is admitted to the Company as a member in accordance with the terms of this Agreement.

"Net Income" or **"Net Loss"** shall mean, with respect to any fiscal period, the gross income, gains and losses of the Company, for such period, less all deductible costs, expenses and depreciation and amortization allowances of the Company for such period, as determined for

federal income tax purposes, with the following adjustments: (a) any income of the Company that is exempt from federal income tax and is not otherwise taken into account in computing Net Income or Net Loss pursuant to this definition shall be added to such taxable income or loss; (b) any expenditures of the Company not deductible in computing taxable income or loss, not properly chargeable to capital account and not otherwise taken into account in computing Net Income or Net Loss pursuant to this definition shall be subtracted from such taxable income or loss; (c) if the Book Value of any asset differs from its adjusted basis for federal income tax purposes at the beginning of such period, the depreciation and amortization allowances to be deducted from gross income with respect to such asset shall be Book Depreciation; and (d) Book Gain or Book Loss shall be used instead of taxable gain or loss. If such amount shall be greater than zero, it shall be known as a **"Net Income"** and if such amount shall be less than zero, it shall be known as **"Net Loss."**

"Person" shall mean an individual, partnership, joint venture, association, corporation, trust, estate, limited liability company, limited liability partnership or any other legal entity.

"Regulations" shall mean the regulations, including temporary regulations promulgated under the Code, as such regulations may be amended from time to time (including the corresponding provisions of any future regulations).

"Units" shall mean the number of units representing the Company Interest held by a Member. Each Unit shall represent 1% of the total outstanding Company Interest.

ARTICLE II

CONTINUATION AND PURPOSE

2.01 Formation. The Initial Member hereby organizes a limited liability company pursuant to the Act. The rights and liabilities of the Members shall be determined pursuant to the Act and this Agreement. To the extent that the rights or obligations of the Members are different by reason of any provision of this Agreement than they would be in the absence of such provision, this Agreement shall, to the extent permitted by the Act, control. Simultaneously with the execution and delivery of this Agreement, NSC shall be admitted as the sole member of the Company.

2.02 Limited Liability Company Agreement. This Agreement shall constitute the "limited liability company agreement" of the Company within the meaning of the Act for all purposes including, without limitation, so long as there is only one Member, for classification of the Company as a "domestic eligible entity" that is disregarded as an entity separate from its owner for federal and all relevant state income tax purposes.

2.03 Name. The name of the Company is **Southern Indiana Treatment Center, LLC**

2.04 Principal Office. The registered office required to be maintained by the Company in the state of Indiana pursuant to the Act shall initially be located at c/o National Registered Agents, Inc. 320 N. Meridian St., Indianapolis, Indiana 46204. The registered agent shall initially be National Registered Agents, Inc. 320 N. Meridian St., Indianapolis, Indiana 46204. The principal executive office of the Company shall be at 20400 Stevens Creek Blvd., Suite 600, Cupertino, California 95014.

2.05 Term. The term of the Company commenced on the date of filing of the Certificate with the Secretary of State of Indiana, and shall continue unless terminated as hereinafter provided.

2.06 Purposes of Company. The Company is permitted to engage in any lawful acts or activities and to exercise any powers permitted to limited liability companies under the laws of the State of Indiana.

2.07 Certificate. The Manager shall cause the Certificate to be filed or recorded in any other public office where filing or recording is required.

2.08 Address of the Initial Member. The address of the Initial Member is 20400 Stevens Creek Blvd., Suite 600, Cupertino, California 95014.

2.09 Foreign Qualification. The Manager shall take all necessary actions to cause the Company to be qualified to conduct business legally in any jurisdictions where the nature of the Company's business requires such qualification.

ARTICLE III

MEMBERS' CAPITAL

3.01 Capital Contribution. The Members shall be obligated to make only such capital contributions to the Company as the Members shall agree to in writing. The Initial Member shall be credited with one hundred percent (100%) of the existing capital of the Company.

3.02 Additional Capital Contributions. The Members shall not be required to contribute additional capital to the Company. The Members shall not be obligated to restore any deficit balance in their Capital Accounts.

ARTICLE IV

STATUS OF MEMBERS AND MANAGER

4.01 Limited Liability. Neither the Members nor the Manager shall be bound by or personally liable for, the expenses, liabilities or obligations of the Company. Except as required by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and neither the Members nor the Manager shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member or acting as the Manager of the Company. The Members shall be liable to the Company for the capital contributions specified in Section 3.01 and as may otherwise be required pursuant to the Act. Neither the Members nor the Manager shall be liable for any debts, obligations and liabilities, whether arising in contract, tort or otherwise, of any other Member or any Manager of the Company. The Members shall not be required to loan the Company any funds.

4.02 Return of Distributions of Capital. A Member may, under certain circumstances, be required by law to return to the Company for the benefit of the Company's creditors, amounts previously distributed. No Member shall be obligated to pay those distributions to or for the account of the Company or any creditor of the Company. However, if any court of competent jurisdiction holds that, notwithstanding the provisions of this Agreement, any Member is obligated to return or pay over any part of those distributions, it shall be the obligation of such Member. Any payment returned to the Company or made directly by a Member to a creditor of the Company shall be deemed a Capital Contribution by such Member.

4.03 Reliance by Third Parties. Persons dealing with the Company are entitled to rely conclusively upon the power and authority of the Manager as set forth in this Agreement.

ARTICLE V

COMPENSATION TO THE MEMBERS AND MANAGER

Neither the Members nor the Manager shall receive any compensation directly or indirectly in connection with the formation, operation, and dissolution of the Company except as expressly specified in this Agreement.

ARTICLE VI

COMPANY EXPENSES

6.01 Reimbursement. The Company shall reimburse the Members for all out-of-pocket costs and expenses reasonably incurred by it in connection with the operation and funding of the Company, including any legal fees and expenses.

6.02 Operating Expenses. The Company shall pay the operating expenses of the Company which may include, but are not limited to: (i) all reasonable salaries, compensation and fringe benefits of personnel employed by the Company and involved in the business of the Company; (ii) all costs of funds borrowed by the Company and all taxes and other assessments on the Company's assets and other taxes applicable to the Company; (iii) reasonable legal, audit and accounting fees; (iv) the cost of insurance as required in connection with the business of the Company; (v) reasonable expenses of revising, amending, or modifying this Agreement or terminating the Company; (vi) reasonable expenses in connection with distributions made by the Company, and communications necessary in maintaining relations with Members and outside parties, (vii) reasonable expenses in connection with preparing and mailing reports required to be furnished to Members for investor, tax reporting or other purposes, or other reports to Members; (viii) reasonable costs incurred in connection with any litigation in which the Company is involved, as well as any examination, investigation or other proceedings conducted by any regulatory agency with jurisdiction over the Company, including legal and accounting fees incurred in connection therewith; (ix) property management fees; and (x) reasonable expenses of professionals employed by the Company in connection with any of the foregoing, including attorneys, accountants and appraisers.

ARTICLE VII

ALLOCATION OF INCOME AND LOSS; DISTRIBUTIONS

7.01 Distributions. All Distributions shall be paid to the Initial Member. If there is more than one Member, the Members shall amend this Section 7.01 to reflect the Members' agreement regarding payment of Distributions.

7.02 Allocations of Net income and Net Losses. Net Income and Net Losses of the Company for each Fiscal Year shall be allocated 100% to the Initial Member. If there is more than one Member, the Members shall amend this Section 7.02 to reflect the Members' agreement regarding allocation of Net Income and Net Losses of the Company.

ARTICLE VIII

ASSIGNMENT OF COMPANY INTERESTS

8.01 Assignment. A Member may assign (whether by sale, exchange, gift contribution, distribution or other transfer, including a pledge or other assignment for security purposes) all or any part of its Company Interest.

8.02 Assignee. Provided the provisions of this Article VIII have been complied with, an Assignee shall be entitled to receive distributions of cash or other property, and allocations of Net Income and Net Losses, from the Company attributable to the assigned Company Interests from and after the effective date of the assignment in accordance with Article VII, but an Assignee shall have no other rights of a Member herein, such as rights to any information, an accounting, inspection of books or records or voting as a Member on matters set forth herein or by law, until such Assignee is admitted as a Member pursuant to the provisions of Article X; except that an Assignee shall have the right solely to receive a copy of the annual financial statements required herein to be provided the Members. The Company shall be entitled to treat the assignor as the absolute owner of the Company Interests in all respects, and shall incur no liability for distributions, allocations of Net Income or Net Losses, or transmittal of reports and notices required to be given to Members which are made in good faith to the assignor until the effective date of the assignment, or, in the case of the transmittal of reports (other than the financial statements referred to above) or notices, until the Assignee is so admitted as a substitute Member. The effective date of an assignment shall be the first day of the calendar month following the month in which the Member has received an executed instrument of assignment in compliance with this Article VIII or the first day of a later month if specified in the executed instrument of assignment. The Assignee shall be deemed an Assignee on the effective date, and shall be only entitled to distributions, Net Income or Net Losses attributable to the period after the effective date of assignment. Each Assignee will inherit the balance of the Capital Account, as of the effective date of Assignment, of the Assignor with respect to the Company Interest transferred.

8.03 Collateral Assignment. Notwithstanding anything to the contrary in the foregoing Section 8.02 and to the extent permitted by the Act, in the event a Member pledges its Company Interest or its Units, or assigns its Company Interests or its Units for security purposes, or

otherwise encumbers its Company Interest or its Units, to a Member's lenders that provide financing to such Member (the **"Lenders"),** (i) such Member may physically deliver the certificate or certificates representing its Units to its Lenders; (ii) the provisions of Article X shall not apply to the admission of any such Lender as a Member upon the exercise by such Lender of any rights and remedies under any of the Member's agreements with such Lender; (iii) such Lender shall be entitled to become a member of the Company and otherwise effect the transfer of the assigning Member's Company Interest and Units to such Lender or such other Person as Lender may select consistent with the terms of the Member's agreements with such Lender upon the exercise by such Lender of any rights and remedies under any of the Member's agreements with such Lender, and such Lender or other Person may thereafter exercise all rights and other entitlements of membership in the Company pertaining thereto, in all cases without being required to comply with the provisions of Article X or to make any required Capital Contributions; and (iv) such Lenders or other Persons to whom the Company Interest or Units are transferred by Lender shall be deemed Members without further action upon the effectiveness of such transfer.

8.04 Other Consents and Requirements. Any assignment, sale, transfer, exchange or other disposition of any Company Interest in the Company or the Units must be in compliance with any requirements imposed by any state securities administrator having jurisdiction over the assignment, sale, transfer, exchange or other disposition of the Company Interest or the Units, and the United States Securities and Exchange Commission.

ARTICLE IX

ISSUANCE OF UNIT CERTIFICATES

9.01 Unit Certificates. Each Member shall be issued a certificate or certificates for Units to denominate such Member's Company Interest. The names of each Member and the number of Units held by such Member, together with the certificate number of each Unit certificate issued to such Member shall be set forth on Exhibit A attached hereto. All certificates shall be signed in the name of the Company by the President and the Chief Financial Officer or Secretary of the Manager, certifying the number of Units owned by the Unit holder. Any or all of the signatures on a certificate may be by facsimile signature.

9.02 Restrictive Legend. In order to reflect the restrictions on disposition of the Units as set forth in this Agreement, the certificates for the Units will be endorsed with a restrictive legend, including without limitation one or both of the following:

"THE UNITS REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY STATE SECURITIES LAWS, AND MAY BE OFFERED AND SOLD ONLY IF SO REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE. THE HOLDER OF THESE UNITS MAY BE REQUIRED TO DELIVER TO THE COMPANY, IF THE COMPANY SO REQUESTS, AN OPINION OF COUNSEL (REASONABLY SATISFACTORY IN FORM AND SUBSTANCE TO THE COMPANY) TO THE EFFECT THAT AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT

(OR QUALIFICATION UNDER STATE SECURITIES LAWS) IS AVAILABLE WITH RESPECT TO ANY TRANSFER OF THESE UNITS THAT HAS NOT BEEN SO REGISTERED (OR QUALIFIED).

THE COMPANY WILL FURNISH WITHOUT CHARGE TO EACH HOLDER WHO SO REQUESTS THE POWERS, DESIGNATIONS, PREFERENCES AND RELATIVE RIGHTS OF THE UNITS. THE UNITS EVIDENCED HEREBY ARE SUBJECT TO AN OPERATING AGREEMENT (A COPY OF WHICH MAY BE OBTAINED UPON WRITTEN REQUEST FROM THE COMPANY). FOR ALL PURPOSES, THIS CERTIFICATE AND THE UNITS IT REPRESENTS SHALL BE DEEMED A SECURITY OR SECURITIES GOVERNED BY ARTICLE VIII OF THE UNIFORM COMMERCIAL CODE."

9.03 Additional Legends. If required by the authorities of any state in connection with the issuance of the Units, the legend or legends required by such state authorities shall also be endorsed on all such certificates.

9.04 Lost Certificates. Except as provided in this Section 9.04, no new certificate for Units shall be issued in lieu of an old certificate unless the latter is surrendered to the Company and canceled at the same time. The Company may, in case any Unit certificate or certificates is lost, stolen or destroyed, authorize the issuance of a new certificate in lieu thereof, upon such terms and conditions as the Company may require, including provision for indemnification of the Company sufficient to protect the Company against any claim that may be made against it, including any expense or liability, on account of the alleged loss, theft or destruction of such certificate or the issuance of such new certificate.

9.05 Uniform Commercial Code. For all purposes under this Agreement and any agreement between the Company and its lenders, all of the Company Interests in the Company and the Units issued by the Company representing the same shall be deemed a security or securities governed by Article VIII of the Uniform Commercial Code.

ARTICLE X

ADMISSION OF ASSIGNEE AS MEMBER

10.01 Requirements. An Assignee may not become a Member unless all of the following conditions are first satisfied:

(a) A duly executed and acknowledged written instrument of assignment is filed with the Company, specifying the Company Interest and the Units being assigned and setting forth the intention of the Assignor that the Assignee succeed to Assignor's interest as a substitute Member;

(b) The Assignor and Assignee shall execute and acknowledge any other instruments that the Company deems necessary or desirable for substitution, including the written acceptance and adoption by the Assignee of the provisions of this Agreement;

(c) The admission of the Assignee is approved by the Members;

(d) Payment of a transfer fee to the Company, sufficient to cover all reasonable expenses connected with the substitution; and

(e) Compliance with Article VIII of this Agreement.

10.02 Issuance of Unit Certificates to Assignees. An Assignee shall be issued a certificate or certificates for the Units it acquires upon satisfaction of the requirements set forth in Section 10.01 and compliance with the requirements of Section 9.04.

ARTICLE XI

BOOKS, RECORDS, ACCOUNTING AND REPORTS

11.01 Books and Records. The Company shall maintain at its principal office all of the following:

(a) A current list of the full name and last known business or residence address of each Member set forth in alphabetical order together with the Capital Contributions and Company Interest owned by each Member;

(b) A copy of the Certificate, this Agreement and any and all amendments to either thereof, together with executed copies of any powers of attorney pursuant to which any certificate or amendment has been executed;

(c) Copies of the Company's federal, state and local income tax or information returns and reports, if any, for the six most recent taxable years;

(d) The financial statements of the Company for the six most recent fiscal years;

(e) The Company books and records for at least the current and past three fiscal years.

11.02 Delivery to Members and Inspection.

(a) Upon the request of a Member, the Company shall promptly deliver to the requesting Member a copy of the information required to be maintained by Section 11.01, except for Section 11.01(e).

(b) Each Member, or his duly authorized representative, has the right, upon reasonable request, to each of the following:

(1) Inspect and copy during normal business hours any of the Company records; and

(2) Obtain from the Company, promptly after becoming available, a copy of the Company's federal, state and local income tax or information returns for each year.

(c) The Company shall send to each Member within eighty-five (85) days after the end of each Fiscal Year the information necessary for the Member to complete its federal and state income tax or information returns. The Company shall use its best efforts to send to each Member such information within seventy-five (75) days after the end of each Fiscal Year.

11.03 Annual Statements. The Company shall cause to be prepared for the Members at least annually, at Company expense financial statements of the Company. The financial statements will include a balance sheet, statements of income or loss, cash flows and Members' equity.

11.04 Bank Accounts. The Company shall maintain appropriate accounts at one or more financial institutions for all funds of the Company as determined by the Manager. Such accounts shall be used solely for the business of the Company. Withdrawals from such accounts shall be made only upon the signature of those persons authorized by the Manager.

11.05 Tax Returns. The Manager shall cause any federal, state or local income tax returns of the Company to be prepared and filed on behalf of the Company, and it shall cause copies of such returns to be furnished to each of the Members.

11.06 Disregarded Entity for Federal and State Income and Franchise Tax Purposes. The Initial Member intends that, so long as there is only one Member, the Company shall be treated as a "domestic eligible entity" that is disregarded as an entity separate from its owner (a **"Disregarded Entity")** for federal, state and local income and franchise tax purposes and shall take all reasonable action, including the amendment of this Agreement and the execution of other documents but without changing the economic relationships created by, or the essential terms of, this Agreement, as may be reasonably required to qualify for and receive treatment as a Disregarded Entity for federal income tax purposes.

ARTICLE XII

DESIGNATION OF RIGHTS, AUTHORITIES, POWERS, RESPONSIBILITIES, DUTIES AND LIMITATIONS OF THE MANAGER

12.01 Authority of Manager.

(a) The Manager shall have the exclusive authority to manage the operations and affairs of the Company, shall have the power on behalf and in the name of the Company to carry out any and all of the objects and purposes of the Company, and shall have all authority, rights, and powers conferred by law and those required or appropriate for the management of the Company business.

(b) The Members agree that all determinations decisions and actions made or taken by the Manager in accordance with this Agreement shall be conclusive and absolutely binding upon the Company, the Members and their respective successors, assigns and personal representatives.

12.02 Acts of Manger. The Manager is the agent of the Company for the purpose of its business, and the acts of the Manger in carrying on the usual business of the Company shall bind the Company, unless (1) the Manager has in fact no authority to act on behalf of the Company in the particular matter, and (2) the person with whom the Manager is dealing has knowledge of the fact that the Manager has no such authority.

12.03 Expenses. The Company will pay, or will reimburse the Manager for all costs and expenses incurred by the Manager in connection with the organization and operations of the Company.

12.04 Matters Requiring Consent. Notwithstanding any other provision of this Agreement to the contrary, actions or decisions with respect to any of the following matters shall require the prior written consent of the Initial Member:

(a) amendment of this Agreement, the Certificate or other organizational documents of the Company;

(b) the admission of additional Members to the Company;

(c) the voluntary bankruptcy or entering into receivership of the Company;

(d) the sale or exchange, or other disposition or transfer of all or substantially all of the assets of the Company;

(e) approval of any merger, consolidation, exchange or reclassification of interest or shares involving the Company, or any other form of reorganization or recapitalization involving the Company;

(f) the dissolution or liquidation of the Company other than as set forth in this Agreement; and

(g) any approval by the Company of any assignment or other transfer, whether voluntarily, involuntarily or by operation of law, by any person of such person’s rights, obligations or duties under any agreement between such person and the Company, consent to which by the Initial Member may be given or withheld in the sole and absolute discretion of the Initial Member.

12.05 Officers.

(a) The Manager may appoint officers of the Company at any time. The officers of the Company, if deemed necessary by the Manager may include a president, one or more vice presidents, secretary and one or more assistant secretaries, and chief financial officer (and one or more assistant treasurers). Any individual may hold any number of offices. The officers shall exercise such powers and perform such duties as specified in this Agreement and as shall be determined from time to time by the Manager.

(b) Subject to the rights, if any, of an officer under a contract of employment, any officer may be removed, either with or without cause, by the Manager at any time. Any officer may resign at any time by giving written notice to the Company. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice; and, unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the Company under any contract to which the officer is a party. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in this Agreement for regular appointments to that office.

(c) The president shall be the chief executive officer of the Company, and shall, subject to the control of the Manager, have general and active management of the business of the Company and shall see that all orders and resolutions of the Manager are carried into effect. The president shall have the general powers and duties of management usually vested in the office of president of a corporation, and shall have such other powers and duties as may be prescribed by a Manager or this Agreement. The president shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the Company, except where required or permitted by law to be otherwise signed and executed, and except where the signing and execution thereof shall be expressly delegated by the Manager to some other officer or agent of the Company.

(d) The vice-president, or if there shall be more than one, the vice-presidents in the order determined by the Manager, shall, in the absence or disability of the president, perform the duties and exercise the powers of the president and shall perform such other duties and have such other powers as the Manager may from time to time prescribe.

(e) The secretary shall attend all meetings of the Members, and shall record all the proceedings of the meeting in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The secretary shall give or cause to be given, notice of all meetings of the Members and shall perform such other duties as may be prescribed by the Manager. The secretary shall have custody of the seal, if any, of the Company and the Secretary shall have authority to affix the same to any instrument requiring it, and when so affixed, it may he attested by his or her signature. The secretary shall keep, or cause to be kept at the principal executive office or at the office of the Company’s transfer agent or registrar, as determined by the Manager, all documents described in Section 11.01 and such other documents as may be required under the Act. The secretary shall perform such other duties and have such other authority as may be prescribed elsewhere in this Agreement or from time to time by the Manager. The secretary shall have the general duties, powers and responsibilities of a secretary of a corporation.

(f) The chief financial officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the Company, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, Capital Accounts and Company Interests. The chief financial

officer shall have the custody of the funds and securities of the Company, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company, and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Manager. The chief financial officer shall disburse the funds of the Company as may be ordered by the Manager. The chief financial officer shall perform such other duties and shall have such other responsibility and authority as may be prescribed elsewhere in this Agreement from time to time by the Manager. The chief financial officer shall have the general duties, powers and responsibilities of a chief financial officer of a corporation, and shall be the chief financial and accounting officer of the Company.

ARTICLE XIII

RIGHTS, POWERS AND VOTING RIGHTS OF THE MEMBERS

13.01 Request for Vote. In the event there is more than one Member, any Member holding in the aggregate a Company Interest which equals or exceeds five percent (5%) may call a meeting of the Members for a vote, or may call for a vote without a meeting. In either event, such Member shall establish a date for the meeting on which votes shall be counted and shall mail by first class mail a notice to all Members of the time and place of the Company meeting, if called, and the general nature of the business to be transacted, or if no such meeting has been called, of the matter or matters to be voted and the date which the votes will be counted.

13.02 Procedures. In the event there is more than one Member, each Member shall be entitled to cast one vote for each full Unit held of record by such Member: (i) at a meeting, in person, by written proxy or by a signed writing directing the manner in which he desires that his vote be cast, which writing must be received by the Company prior to such meeting, or (ii) without a meeting, by a signed writing directing the manner in which he desires that his vote be cast, which writing must be received by the Company prior to the date on which the votes of Members are to be counted. Only the votes of Members of record on the notice date, whether at a meeting or otherwise, shall be counted.

13.03 Action By Consent. Notwithstanding anything to the contrary contained in this Article XIII, any action or approval required or permitted by this Agreement to be taken or given by the Initial Member or at any meeting of Members (whether by vote or consent), may be taken or given without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken or approval so given, shall be signed by the Initial Member, or if there is more than one Member, by Members owning Company Interests having not less than the minimum number of votes that would be necessary to authorize or take such action or give such approval at a meeting at which all Members entitled to vote thereon were present and voted. Prompt notice of the taking of any action or the giving of any approval without a meeting by less than unanimous written consent shall be given to those Members who have not consented in writing.

ARTICLE XIV

DISSOLUTION OF THE COMPANY

14.01 Termination of Membership. No Member shall resign from the Company, or take any voluntary action to commence bankruptcy proceedings or dissolve itself. The bankruptcy of a Member shall not be considered a withdrawal by such Member from the Company and such Member shall continue to be a Member of the Company. If any Member ceases to be a Member for any reason, the business of the Company shall be continued by the remaining Members, provided, however, if there are no remaining Members, the successor in interest to the last remaining Member may elect to continue the business.

14.02 Events of Dissolution or Liquidation. The Company shall be dissolved upon the happening of any of the following events:

(a) The failure of the successor-in-interest to the last remaining Member to continue the Company in accordance with the provisions of Section 14.01 hereof after the termination of such Member's membership;

(b) The sale, exchange, or other disposition or transfer of all or substantially all of the assets of the Company;

(c) Upon the unanimous consent of the Members; or

(d) Subject to any provision of this Agreement that limits or prevents dissolution, the happening of any event that, under the Act caused the dissolution of a limited liability company.

14.03 Liquidation. Upon dissolution of the Company for any reason, the Company shall immediately commence to windup its affairs. A reasonable period of time shall be allowed for the orderly termination of the Company business, discharge of its liabilities and distribution or liquidation of the remaining assets so as to enable the Company to minimize the normal losses attendant to the liquidation process. A full accounting of the assets and liabilities of the Company shall be taken and a statement thereof shall be furnished to each Member within thirty (30) days after the dissolution. Such accounting and statements shall be prepared under the direction of the Member or, by a liquidating trustee selected by unanimous consent of the Members. The Company property and assets and/or the proceeds from the liquidation thereof shall be applied in the following order of priority:

(a) First, payment of the debts and liabilities of the Company, in the order of priority provided by law (including any loans by the Members to the Company) and payment of the expenses of liquidation;

(b) Second, setting up of such reserves as the Manager or liquidating trustee may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company or any obligation or liability not then due and payable; provided, however, that any such reserve shall be paid over by the Manager or liquidating trustee to an escrow agent, to be held by such escrow agent for the purpose of disbursing such reserves in payment of such liabilities, and, at the expiration of such escrow period as the Manager or liquidating trustee shall deem advisable but not to exceed one calendar year, to distribute the balance thereafter remaining in the manner hereinafter provided; and

(c) Third, to the Members in accordance with the provisions of Section 7.01.

14.04 Certificate of Cancellation. As soon as possible (but in no event later than 90 days) following the completion of the winding up of the Company, the Manager (or any other appropriate representative of the Company) shall execute a certificate of cancellation in the form prescribed by the Act and shall file the same with the office of the Secretary of State of the State of Indiana.

ARTICLE XV

MISCELLANEOUS

15.01 Severability. If any term or provision of this Agreement is held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of the remainder of this Agreement.

15.02 General. This Agreement: (i) shall be binding on the executors, administrators, estates, heirs and legal successors of the Members and Manager; (ii) be governed by and construed in accordance with the laws of the State of Indiana (without regard to principles of conflict of laws); (iii) may be executed in more than one counterpart as of the day and year first above written; and (iv) contains the entire limited liability company agreement with respect to the Company. The waiver of any of the provisions, terms or conditions contained in this Agreement shall not be considered as a waiver of any of the other provisions, terms or conditions hereof.

15.03 Notices, Etc. All notices and other communications required or permitted hereunder shall be in writing and shall be deemed effectively given upon personal delivery, confirmation of telex or telecopy, or upon the fifth day following mailing by registered mail, postage prepaid, addressed (a) if to any Member at such addresses as set forth on the records of the Company, or at such other address as any Member shall have furnished to the Company in writing, (b) if to the Company or the Manager, at 20400 Stevens Creek Blvd., Suite 600, Cupertino, California 95014.

15.04 Amendment. This Agreement may only be modified or amended if approved by all of the Members.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned has adopted this Operating Agreement as of the day and year first set forth above.

MEMBER:

NATIONAL SPECIALTY CLINICS, INC.
a Delaware corporation

By: /s/ Kevin Hogge
Kevin Hogge
Chief Financial Officer

ACKNOWLEDGED AND AGREED:

MANAGER:

CRC HEALTH MANAGEMENT, INC.,
a Delaware corporation

By: /s/ Kevin Hogge
Kevin Hogge
Chief Financial Officer

EXHIBIT A

MEMBERS

Member	Member's Company Interest	Number of Units	Certificate Number
National Specialty Clinics, Inc.	100%	100	1

Exhibit 3.210

State of Delaware
Secretary of State
Division of Corporations
Delivered 06:25 PM 05/02/2007
FILED 06:25 PM 05/02/2007
SRV 070511295 - 4345825 FILE

CERTIFICATE OF FORMATION

OF

STRUCTURE HOUSE ACQUISITION, LLC

This certificate of formation of STRUCTURE HOUSE ACQUISITION, LLC (the "Company") is being executed by the undersigned for the purpose of forming a limited liability company pursuant to the Delaware Limited Liability Company Act.

FIRST: The name of the company is:

Structure House Acquisition, LLC

SECOND: The address of the registered office of the Company in Delaware is 160 Greentree Dr., Suite 101, in the City of Dover, 19904, County of Kent, and its registered agent at such address is NATIONAL REGISTERED AGENTS, INC.

IN WITNESS WHEREOF, the undersigned, being the individual forming the Company, has executed, signed and acknowledged this Certificate of Formation this 2nd day of May, 2007

/s/ Nathaniel Weiner
Nathaniel Weiner
Authorized Person

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:47 PM 10/10/2007
FILED 01:48 PM 10/10/2007
SRV 071101563 - 4345825 FILE

CERTIFICATE OF AMENDMENT TO CERTIFICATE OF FORMATION

OF

STRUCTURE HOUSE ACQUISITION, LLC

STRUCTURE HOUSE ACQUISITION, LLC (hereinafter called the "Company"), a limited liability company organized and existing under and by virtue of the Limited Liability Company Act of the State of Delaware, does hereby certify:

1. The name of the limited liability company is STRUCTURE HOUSE ACQUISITION, LLC.

2. The certificate of formation of the Company is hereby amended by striking out Article FIRST thereof and by substituting in lieu of said Article the following new Article:

ARTICLE FIRST: The name of the company is: STRUCTURE HOUSE, LLC.

Executed on this 9th day of October, 2007.

/s/ Nathaniel Weiner
Nathaniel Weiner
Authorized Person

OPERATING AGREEMENT

OF

Structure House Acquisition, LLC

A Delaware Limited Liability Company

May 14, 2007

TABLE OF CONTENTS

TABLE OF CONTENTS
(continued)

TABLE OF CONTENTS
(continued)

OPERATING AGREEMENT

OF

Structure House Acquisition, LLC
A Delaware Limited Liability Company

This Operating Agreement (this "**Agreement**") of **Structure House Acquisition, LLC** (the "**Company**") is made and entered into pursuant to the Delaware Limited Liability Company Act (the "**Act**") and shall be effective as of May 14, 2007, by CRC WEIGHT MANAGEMENT, INC., a Delaware corporation ("**CRC**"), as the sole member.

ARTICLE I

DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings set forth below in this Article I. The singular when used in this Agreement shall also refer to the plural, and vice versa, as appropriate. All terms used in this Agreement which are not defined in this Article I shall have the meanings set forth elsewhere in this Agreement.

"**Act**" shall mean the Delaware Limited Liability Company Act.

"**Affiliate**" shall mean, with respect to any Member: (a) any person directly or indirectly owning, controlling or holding with power to vote 10% or more of the outstanding voting securities of such Member; (b) any Person 10% or more of whose outstanding voting securities are directly or indirectly owned, controlled or held with power to vote by such Member; (c) any partnership or limited liability company of which such Member or any other Person described in clause (a) or clause (b) of this definition is a general or managing partner, or a manager, as the case may be; and (d) any officer, director or partner in such Member.

"**Agreed Value**" means the fair market value of property as determined by the Members using such reasonable methods of valuation as they deem appropriate.

"**Assignee**" shall mean a person who has acquired a beneficial interest in a Company Interest in accordance with the provisions of Article VIII hereof, but who is not a Member.

"**Book Depreciation**" means the depreciation, cost recovery or amortization of assets allowable to the Company with respect to an asset for any period, except that if the Book Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such period, Book Depreciation shall be an amount which bears the same ratio to such beginning Book Value as federal income tax depreciation, amortization, or other cost recovery deduction for such period bears to such beginning adjusted basis.

"**Book Gain**" or "**Book Loss**" means the gain or loss that would be recognized by the Company for federal income tax purposes as a result of sales or exchanges of its assets if its tax basis in such assets were equal to the Book Value of such assets.

"**Book Value**" means (a) as to property contributed to the Company, its Agreed Value, and (b) as to all other Company property, its adjusted basis for federal income tax purposes as reflected on the books of the Company. The Book Value of all Company assets shall be adjusted to equal their respective Agreed Values, as determined by the Members, as of the following times: (a) the acquisition of an additional interest in the Company by any new or existing Member in exchange for more than a de minimis Capital Contribution; (b) the distribution by the Company to a Member of more than a de minimis amount of Company property, unless all Members receive simultaneous distributions of undivided interests in the distributed property in proportion to their Interest in the Company; and (c) the termination of the Company for federal income tax purposes pursuant to Code Section 708(b)(l)(B). The Book Value of all assets shall be adjusted by the Book Depreciation taken into account with respect to such asset.

"**Capital Account**" means an individual capital account maintained for each Member in accordance with Treasury Regulation Section 1.704-l(b) adopted pursuant to Section 704(b) of the Code.

"**Capital Contributions**" shall mean the amount of cash or Book Value of property a Member contributes to the capital of the Company.

"**Certificate**" shall mean the certificate of formation of the Company which is required to be filed pursuant to the Act.

"**Code**" shall mean the Internal Revenue Code of 1986, as amended from time to time, and the corresponding provisions of any future Federal tax law and, to the extent applicable, the Regulations.

"**Company Interest**," as of any date, shall mean, with respect to any Member, the percentage ownership interest of such Member in the Company as of such date, including all of its rights and obligations under the Act and this Agreement. Each Member's Company Interest shall be represented by the number of Units set forth on Exhibit A attached hereto.

"**Distributions**" means all cash and the Book Value of other property distributed to CRC arising from its Company Interest.

"**Fiscal Year**" shall mean the fiscal year of the Company which shall be the calendar year.

"**Initial Member**" shall mean CRC.

"**Manager**" shall mean initially CRC Health Management, Inc., a Delaware corporation, or such other Person as the Member may later appoint.

"**Member**" shall mean the Initial Member and any other Person that acquires a Company Interest and is admitted to the Company as a member in accordance with the terms of this Agreement.

"**Net Income**" or "**Net Loss**" shall mean, with respect to any fiscal period, the gross income, gains and losses of the Company, for such period, less all deductible costs, expenses and depreciation and amortization allowances of the Company for such period, as determined for

federal income tax purposes, with the following adjustments: (a) any income of the Company that is exempt from federal income tax and is not otherwise taken into account in computing Net Income or Net Loss pursuant to this definition shall be added to such taxable income or loss; (b) any expenditures of the Company not deductible in computing taxable income or loss, not properly chargeable to capital account and not otherwise taken into account in computing Net Income or Net Loss pursuant to this definition shall be subtracted from such taxable income or loss; (c) if the Book Value of any asset differs from its adjusted basis for federal income tax purposes at the beginning of such period, the depreciation and amortization allowances to be deducted from gross income with respect to such asset shall be Book Depreciation; and (d) Book Gain or Book Loss shall be used instead of taxable gain or loss. If such amount shall be greater than zero, it shall be known as a "**Net Income**" and if such amount shall be less than zero, it shall be known as "**Net Loss**."

"**Person**" shall mean an individual, partnership, joint venture, association, corporation, trust, estate, limited liability company, limited liability partnership or any other legal entity.

"**Regulations**" shall mean the regulations, including temporary regulations promulgated under the Code, as such regulations may be amended from time to time (including the corresponding provisions of any future regulations).

"**Units**" shall mean the number of units representing the Company Interest held by a Member. Each Unit shall represent 1% of the total outstanding Company Interest.

ARTICLE II

CONTINUATION AND PURPOSE

2.01 Formation. The Initial Member hereby organizes a limited liability company pursuant to the Act. The rights and liabilities of the Members shall be determined pursuant to the Act and this Agreement. To the extent that the rights or obligations of the Members are different by reason of any provision of this Agreement than they would be in the absence of such provision, this Agreement shall, to the extent permitted by the Act, control. Simultaneously with the execution and delivery of this Agreement, CRC shall be admitted as the sole member of the Company.

2.02 Limited Liability Company Agreement. This Agreement shall constitute the "limited liability company agreement" of the Company within the meaning of the Act for all purposes including, without limitation, so long as there is only one Member, for classification of the Company as a "domestic eligible entity" that is disregarded as an entity separate from its owner for federal and all relevant state income tax purposes.

2.03 Name. The name of the Company is **Structure House Acquisition, LLC**

2.04 Principal Office. The registered office required to be maintained by the Company in the state of Delaware pursuant to the Act shall initially be located at c/o National Registered Agents, Inc. 160 Greentree Drive, Suite 101, in the City of Dover, County of Dover, Delaware 19904. The registered agent shall initially be National Registered Agents, Inc. 160 Greentree Drive, Suite 101, in the City of Dover, County of Dover, Delaware 19904. The principal executive office of the Company shall be at 20400 Stevens Creek Blvd., Suite 600, Cupertino, California 95014.

2.05 Term. The term of the Company commenced on the date of filing of the Certificate with the Secretary of State of Delaware, and shall continue unless terminated as hereinafter provided.

2.06 Purposes of Company. The Company is permitted to engage in any lawful acts or activities and to exercise any powers permitted to limited liability companies under the laws of the State of Delaware.

2.07 Certificate. The Manager shall cause the Certificate to be filed or recorded in any other public office where filing or recording is required.

2.08 Address of the Initial Member. The address of the Initial Member is 20400 Stevens Creek Blvd., Suite 600, Cupertino, California 95014.

2.09 Foreign Qualification. The Manager shall take all necessary actions to cause the Company to be qualified to conduct business legally in North Carolina and in any other jurisdictions where the nature of the Company's business requires such qualification.

ARTICLE III

MEMBERS' CAPITAL

3.01 Capital Contribution. The Members shall be obligated to make only such capital contributions to the Company as the Members shall agree to in writing. The Initial Member shall be credited with one hundred percent (100%) of the existing capital of the Company.

3.02 Additional Capital Contributions. The Members shall not be required to contribute additional capital to the Company. The Members shall not be obligated to restore any deficit balance in their Capital Accounts.

ARTICLE IV

STATUS OF MEMBERS AND MANAGER

4.01 Limited Liability. Neither the Members nor the Manager shall be bound by or personally liable for, the expenses, liabilities or obligations of the Company. Except as required by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and neither the Members nor the Manager shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member or acting as the Manager of the Company. The Members shall be liable to the Company for the capital contributions specified in Section 3.01 and as may otherwise be required pursuant to the Act. Neither the Members nor the Manager shall be liable for any debts, obligations and liabilities, whether arising in contract, tort or otherwise, of any other Member or any Manager of the Company. The Members shall not be required to loan the Company any funds.

4.02 Return of Distributions of Capital. A Member may, under certain circumstances, be required by law to return to the Company for the benefit of the Company's creditors, amounts previously distributed. No Member shall be obligated to pay those distributions to or for the account of the Company or any creditor of the Company. However, if any court of competent jurisdiction holds that, notwithstanding the provisions of this Agreement, any Member is obligated to return or pay over any part of those distributions, it shall be the obligation of such Member. Any payment returned to the Company or made directly by a Member to a creditor of the Company shall be deemed a Capital Contribution by such Member.

4.03 Reliance by Third Parties. Persons dealing with the Company are entitled to rely conclusively upon the power and authority of the Manager as set forth in this Agreement.

ARTICLE V

COMPENSATION TO THE MEMBERS AND MANAGER

Neither the Members nor the Manager shall receive any compensation directly or indirectly in connection with the formation, operation, and dissolution of the Company except as expressly specified in this Agreement.

ARTICLE VI

COMPANY EXPENSES

6.01 Reimbursement. The Company shall reimburse the Members for all out-of-pocket costs and expenses reasonably incurred by it in connection with the operation and funding of the Company, including any legal fees and expenses.

6.02 Operating Expenses. The Company shall pay the operating expenses of the Company which may include, but are not limited to: (i) all reasonable salaries, compensation and fringe benefits of personnel employed by the Company and involved in the business of the Company; (ii) all costs of funds borrowed by the Company and all taxes and other assessments on the Company's assets and other taxes applicable to the Company; (iii) reasonable legal, audit and accounting fees; (iv) the cost of insurance as required in connection with the business of the Company; (v) reasonable expenses of revising, amending, or modifying this Agreement or terminating the Company; (vi) reasonable expenses in connection with distributions made by the Company, and communications necessary in maintaining relations with Members and outside parties, (vii) reasonable expenses in connection with preparing and mailing reports required to be furnished to Members for investor, tax reporting or other purposes, or other reports to Members; (viii) reasonable costs incurred in connection with any litigation in which the Company is involved, as well as any examination, investigation or other proceedings conducted by any regulatory agency with jurisdiction over the Company, including legal and accounting fees incurred in connection therewith; (ix) property management fees; and (x) reasonable expenses of professionals employed by the Company in connection with any of the foregoing, including attorneys, accountants and appraisers.

ARTICLE VII

ALLOCATION OF INCOME AND LOSS; DISTRIBUTIONS

7.01 Distributions. All Distributions shall be paid to the Initial Member. If there is more than one Member, the Members shall amend this Section 7.01 to reflect the Members' agreement regarding payment of Distributions.

7.02 Allocations of Net Income and Net Losses. Net Income and Net Losses of the Company for each Fiscal Year shall be allocated 100% to the Initial Member. If there is more than one Member, the Members shall amend this Section 7.02 to reflect the Members' agreement regarding allocation of Net Income and Net Losses of the Company.

ARTICLE VIII

ASSIGNMENT OF COMPANY INTERESTS

8.01 Assignment. A Member may assign (whether by sale, exchange, gift contribution, distribution or other transfer, including a pledge or other assignment for security purposes) all or any part of its Company Interest.

8.02 Assignee. Provided the provisions of this Article VIII have been complied with, an Assignee shall be entitled to receive distributions of cash or other property, and allocations of Net Income and Net Losses, from the Company attributable to the assigned Company Interests from and after the effective date of the assignment in accordance with Article VII, but an Assignee shall have no other rights of a Member herein, such as rights to any information, an accounting, inspection of books or records or voting as a Member on matters set forth herein or by law, until such Assignee is admitted as a Member pursuant to the provisions of Article X; except that an Assignee shall have the right solely to receive a copy of the annual financial statements required herein to be provided the Members. The Company shall be entitled to treat the assignor as the absolute owner of the Company Interests in all respects, and shall incur no liability for distributions, allocations of Net Income or Net Losses, or transmittal of reports and notices required to be given to Members which are made in good faith to the assignor until the effective date of the assignment, or, in the case of the transmittal of reports (other than the financial statements referred to above) or notices, until the Assignee is so admitted as a substitute Member. The effective date of an assignment shall be the first day of the calendar month following the month in which the Member has received an executed instrument of assignment in compliance with this Article VIII or the first day of a later month if specified in the executed instrument of assignment. The Assignee shall be deemed an Assignee on the effective date, and shall be only entitled to distributions, Net Income or Net Losses attributable to the period after the effective date of assignment. Each Assignee will inherit the balance of the Capital Account, as of the effective date of Assignment, of the Assignor with respect to the Company Interest transferred.

8.03 Collateral Assignment. Notwithstanding anything to the contrary in the foregoing Section 8.02 and to the extent permitted by the Act, in the event a Member pledges its Company Interest or its Units, or assigns its Company Interests or its Units for security purposes, or

otherwise encumbers its Company Interest or its Units, to a Member's lenders that provide financing to such Member (the "**Lenders**"), (i) such Member may physically deliver the certificate or certificates representing its Units to its Lenders; (ii) the provisions of Article X shall not apply to the admission of any such Lender as a Member upon the exercise by such Lender of any rights and remedies under any of the Member's agreements with such Lender; (iii) such Lender shall be entitled to become a member of the Company and otherwise effect the transfer of the assigning Member's Company Interest and Units to such Lender or such other Person as Lender may select consistent with the terms of the Member's agreements with such Lender upon the exercise by such Lender of any rights and remedies under any of the Member's agreements with such Lender, and such Lender or other Person may thereafter exercise all rights and other entitlements of membership in the Company pertaining thereto, in all cases without being required to comply with the provisions of Article X or to make any required Capital Contributions; and (iv) such Lenders or other Persons to whom the Company Interest or Units are transferred by Lender shall be deemed Members without further action upon the effectiveness of such transfer.

8.04 Other Consents and Requirements. Any assignment, sale, transfer, exchange or other disposition of any Company Interest in the Company or the Units must be in compliance with any requirements imposed by any state securities administrator having jurisdiction over the assignment, sale, transfer, exchange or other disposition of the Company Interest or the Units, and the United States Securities and Exchange Commission.

ARTICLE IX

ISSUANCE OF UNIT CERTIFICATES

9.01 Unit Certificates. Each Member shall be issued a certificate or certificates for Units to denominate such Member's Company Interest. The names of each Member and the number of Units held by such Member, together with the certificate number of each Unit certificate issued to such Member shall be set forth on Exhibit A attached hereto. All certificates shall be signed in the name of the Company by the President and the Chief Financial Officer or Secretary of the Manager, certifying the number of Units owned by the Unit holder. Any or all of the signatures on a certificate may be by facsimile signature.

9.02 Restrictive Legend. In order to reflect the restrictions on disposition of the Units as set forth in this Agreement, the certificates for the Units will be endorsed with a restrictive legend, including without limitation one or both of the following:

"THE UNITS REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY STATE SECURITIES LAWS, AND MAY BE OFFERED AND SOLD ONLY IF SO REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE. THE HOLDER OF THESE UNITS MAY BE REQUIRED TO DELIVER TO THE COMPANY, IF THE COMPANY SO REQUESTS, AN OPINION OF COUNSEL (REASONABLY SATISFACTORY IN FORM AND SUBSTANCE TO THE COMPANY) TO THE EFFECT THAT AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT (OR QUALIFICATION UNDER STATE SECURITIES LAWS) IS AVAILABLE WITH RESPECT TO ANY TRANSFER OF THESE UNITS THAT HAS NOT BEEN SO REGISTERED (OR QUALIFIED).

THE COMPANY WILL FURNISH WITHOUT CHARGE TO EACH HOLDER WHO SO REQUESTS THE POWERS, DESIGNATIONS, PREFERENCES AND RELATIVE RIGHTS OF THE UNITS. THE UNITS EVIDENCED HEREBY ARE SUBJECT TO AN OPERATING AGREEMENT (A COPY OF WHICH MAY BE OBTAINED UPON WRITTEN REQUEST FROM THE COMPANY). FOR ALL PURPOSES, THIS CERTIFICATE AND THE UNITS IT REPRESENTS SHALL BE DEEMED A SECURITY OR SECURITIES GOVERNED BY ARTICLE VIII OF THE UNIFORM COMMERCIAL CODE."

9.03 Additional Legends. If required by the authorities of any state in connection with the issuance of the Units, the legend or legends required by such state authorities shall also be endorsed on all such certificates.

9.04 Lost Certificates. Except as provided in this Section 9.04, no new certificate for Units shall be issued in lieu of an old certificate unless the latter is surrendered to the Company and canceled at the same time. The Company may, in case any Unit certificate or certificates is lost, stolen or destroyed, authorize the issuance of a new certificate in lieu thereof, upon such terms and conditions as the Company may require, including provision for indemnification of the Company sufficient to protect the Company against any claim that may be made against it, including any expense or liability, on account of the alleged loss, theft or destruction of such certificate or the issuance of such new certificate.

9.05 Uniform Commercial Code. For all purposes under this Agreement and any agreement between the Company and its lenders, all of the Company Interests in the Company and the Units issued by the Company representing the same shall be deemed a security or securities governed by Article VIII of the Uniform Commercial Code.

ARTICLE X

ADMISSION OF ASSIGNEE AS MEMBER

10.01 Requirements. An Assignee may not become a Member unless all of the following conditions are first satisfied:

(a) A duly executed and acknowledged written instrument of assignment is filed with the Company, specifying the Company Interest and the Units being assigned and setting forth the intention of the Assignor that the Assignee succeed to Assignor's interest as a substitute Member;

(b) The Assignor and Assignee shall execute and acknowledge any other instruments that the Company deems necessary or desirable for substitution, including the written acceptance and adoption by the Assignee of the provisions of this Agreement;

(c) The admission of the Assignee is approved by the Members;

(d) Payment of a transfer fee to the Company, sufficient to cover all reasonable expenses connected with the substitution; and

(e) Compliance with Article VIII of this Agreement.

10.02 Issuance of Unit Certificates to Assignees. An Assignee shall be issued a certificate or certificates for the Units it acquires upon satisfaction of the requirements set forth in Section 10.01 and compliance with the requirements of Section 9.04.

ARTICLE XI

BOOKS, RECORDS, ACCOUNTING AND REPORTS

11.01 Books and Records. The Company shall maintain at its principal office all of the following:

(a) A current list of the full name and last known business or residence address of each Member set forth in alphabetical order together with the Capital Contributions and Company Interest owned by each Member;

(b) A copy of the Certificate, this Agreement and any and all amendments to either thereof, together with executed copies of any powers of attorney pursuant to which any certificate or amendment has been executed;

(c) Copies of the Company's federal, state and local income tax or information returns and reports, if any, for the six most recent taxable years;

(d) The financial statements of the Company for the six most recent fiscal years;

(e) The Company books and records for at least the current and past three fiscal years.

11.02 Delivery to Members and Inspection.

(a) Upon the request of a Member, the Company shall promptly deliver to the requesting Member a copy of the information required to be maintained by Section 11.01, except for Section 11.01(e).

(b) Each Member, or his duly authorized representative, has the right, upon reasonable request, to each of the following:

(1) Inspect and copy during normal business hours any of the Company records; and

(2) Obtain from the Company, promptly after becoming available, a copy of the Company's federal, state and local income tax or information returns for each year.

(c) The Company shall send to each Member within eighty-five (85) days after the end of each Fiscal Year the information necessary for the Member to complete its federal and state income tax or information returns. The Company shall use its best efforts to send to each Member such information within seventy-five (75) days after the end of each Fiscal Year.

11.03 Annual Statements. The Company shall cause to be prepared for the Members at least annually, at Company expense financial statements of the Company. The financial statements will include a balance sheet, statements of income or loss, cash flows and Members' equity.

11.04 Bank Accounts. The Company shall maintain appropriate accounts at one or more financial institutions for all funds of the Company as determined by the Manager. Such accounts shall be used solely for the business of the Company. Withdrawals from such accounts shall be made only upon the signature of those persons authorized by the Manager.

11.05 Tax Returns. The Manager shall cause any federal, state or local income tax returns of the Company to be prepared and filed on behalf of the Company, and it shall cause copies of such returns to be furnished to each of the Members.

11.06 Disregarded Entity for Federal and State Income and Franchise Tax Purposes. The Initial Member intends that, so long as there is only one Member, the Company shall be treated as a "domestic eligible entity" that is disregarded as an entity separate from its owner (a **"Disregarded Entity"**) for federal, state and local income and franchise tax purposes and shall take all reasonable action, including the amendment of this Agreement and the execution of other documents but without changing the economic relationships created by, or the essential terms of, this Agreement, as may be reasonably required to qualify for and receive treatment as a Disregarded Entity for federal income tax purposes.

ARTICLE XII

DESIGNATION OF RIGHTS, AUTHORITIES, POWERS, RESPONSIBILITIES, DUTIES AND LIMITATIONS OF THE MANAGER

12.01 Authority of Manager.

(a) The Manager shall have the exclusive authority to manage the operations and affairs of the Company, shall have the power on behalf and in the name of the Company to carry out any and all of the objects and purposes of the Company, and shall have all authority, rights, and powers conferred by law and those required or appropriate for the management of the Company business.

(b) The Members agree that all determinations decisions and actions made or taken by the Manager in accordance with this Agreement shall be conclusive and absolutely binding upon the Company, the Members and their respective successors, assigns and personal representatives.

12.02 Acts of Manger. The Manager is the agent of the Company for the purpose of its business, and the acts of the Manger in carrying on the usual business of the Company shall bind the Company, unless (1) the Manager has in fact no authority to act on behalf of the Company in the particular matter, and (2) the person with whom the Manager is dealing has knowledge of the fact that the Manager has no such authority.

12.03 Expenses. The Company will pay, or will reimburse the Manager for all costs and expenses incurred by the Manager in connection with the organization and operations of the Company.

12.04 Matters Requiring Consent. Notwithstanding any other provision of this Agreement to the contrary, actions or decisions with respect to any of the following matters shall require the prior written consent of the Initial Member:

(a) amendment of this Agreement, the Certificate or other organizational documents of the Company;

(b) the admission of additional Members to the Company;

(c) the voluntary bankruptcy or entering into receivership of the Company;

(d) the sale or exchange, or other disposition or transfer of all or substantially all of the assets of the Company;

(e) approval of any merger, consolidation, exchange or reclassification of interest or shares involving the Company, or any other form of reorganization or recapitalization involving the Company;

(f) the dissolution or liquidation of the Company other than as set forth in this Agreement; and

(g) any approval by the Company of any assignment or other transfer, whether voluntarily, involuntarily or by operation of law, by any person of such person’s rights, obligations or duties under any agreement between such person and the Company, consent to which by the Initial Member may be given or withheld in the sole and absolute discretion of the Initial Member.

12.05 Officers.

(a) The Manager may appoint officers of the Company at any time. The officers of the Company, if deemed necessary by the Manager may include a president, one or more vice presidents, secretary and one or more assistant secretaries, and chief financial officer (and one or more assistant treasurers). Any individual may hold any number of offices. The officers shall exercise such powers and perform such duties as specified in this Agreement and as shall be determined from time to time by the Manager.

(b) Subject to the rights, if any, of an officer under a contract of employment, any officer may be removed, either with or without cause, by the Manager at any time. Any officer may resign at any time by giving written notice to the Company. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice; and, unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the Company under any contract to which the officer is a party. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in this Agreement for regular appointments to that office.

(c) The president shall be the chief executive officer of the Company, and shall, subject to the control of the Manager, have general and active management of the business of the Company and shall see that all orders and resolutions of the Manager are carried into effect. The president shall have the general powers and duties of management usually vested in the office of president of a corporation, and shall have such other powers and duties as may be prescribed by a Manager or this Agreement. The president shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the Company, except where required or permitted by law to be otherwise signed and executed, and except where the signing and execution thereof shall be expressly delegated by the Manager to some other officer or agent of the Company.

(d) The vice-president, or if there shall be more than one, the vice-presidents in the order determined by the Manager, shall, in the absence or disability of the president, perform the duties and exercise the powers of the president and shall perform such other duties and have such other powers as the Manager may from time to time prescribe.

(e) The secretary shall attend all meetings of the Members, and shall record all the proceedings of the meeting in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The secretary shall give or cause to be given, notice of all meetings of the Members and shall perform such other duties as may be prescribed by the Manager. The secretary shall have custody of the seal, if any, of the Company and the Secretary shall have authority to affix the same to any instrument requiring it, and when so affixed, it may he attested by his or her signature. The secretary shall keep, or cause to be kept at the principal executive office or at the office of the Company’s transfer agent or registrar, as determined by the Manager, all documents described in Section 11.01 and such other documents as may be required under the Act. The secretary shall perform such other duties and have such other authority as may be prescribed elsewhere in this Agreement or from time to time by the Manager. The secretary shall have the general duties, powers and responsibilities of a secretary of a corporation.

(f) The chief financial officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the Company, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, Capital Accounts and Company Interests. The chief financial

officer shall have the custody of the funds and securities of the Company, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company, and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Manager. The chief financial officer shall disburse the funds of the Company as may be ordered by the Manager. The chief financial officer shall perform such other duties and shall have such other responsibility and authority as may be prescribed elsewhere in this Agreement from time to time by the Manager. The chief financial officer shall have the general duties, powers and responsibilities of a chief financial officer of a corporation, and shall be the chief financial and accounting officer of the Company.

ARTICLE XIII

RIGHTS, POWERS AND VOTING RIGHTS OF THE MEMBERS

13.01 Request for Vote. In the event there is more than one Member, any Member holding in the aggregate a Company Interest which equals or exceeds five percent (5%) may call a meeting of the Members for a vote, or may call for a vote without a meeting. In either event, such Member shall establish a date for the meeting on which votes shall be counted and shall mail by first class mail a notice to all Members of the time and place of the Company meeting, if called, and the general nature of the business to be transacted, or if no such meeting has been called, of the matter or matters to be voted and the date which the votes will be counted.

13.02 Procedures. In the event there is more than one Member, each Member shall be entitled to cast one vote for each full Unit held of record by such Member: (i) at a meeting, in person, by written proxy or by a signed writing directing the manner in which he desires that his vote be cast, which writing must be received by the Company prior to such meeting, or (ii) without a meeting, by a signed writing directing the manner in which he desires that his vote be cast, which writing must be received by the Company prior to the date on which the votes of Members are to be counted. Only the votes of Members of record on the notice date, whether at a meeting or otherwise, shall be counted.

13.03 Action By Consent. Notwithstanding anything to the contrary contained in this Article XIII, any action or approval required or permitted by this Agreement to be taken or given by the Initial Member or at any meeting of Members (whether by vote or consent), may be taken or given without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken or approval so given, shall be signed by the Initial Member, or if there is more than one Member, by Members owning Company Interests having not less than the minimum number of votes that would be necessary to authorize or take such action or give such approval at a meeting at which all Members entitled to vote thereon were present and voted. Prompt notice of the taking of any action or the giving of any approval without a meeting by less than unanimous written consent shall be given to those Members who have not consented in writing.

ARTICLE XIV

DISSOLUTION OF THE COMPANY

14.01 Termination of Membership. No Member shall resign from the Company, or take any voluntary action to commence bankruptcy proceedings or dissolve itself. The bankruptcy of a Member shall not be considered a withdrawal by such Member from the Company and such Member shall continue to be a Member of the Company. If any Member ceases to be a Member for any reason, the business of the Company shall be continued by the remaining Members, provided, however, if there are no remaining Members, the successor in interest to the last remaining Member may elect to continue the business.

14.02 Events of Dissolution or Liquidation. The Company shall be dissolved upon the happening of any of the following events:

(a) The failure of the successor-in-interest to the last remaining Member to continue the Company in accordance with the provisions of Section 14.01 hereof after the termination of such Member's membership;

(b) The sale, exchange, or other disposition or transfer of all or substantially all of the assets of the Company;

(c) Upon the unanimous consent of the Members; or

(d) Subject to any provision of this Agreement that limits or prevents dissolution, the happening of any event that, under the Act caused the dissolution of a limited liability company.

14.03 Liquidation. Upon dissolution of the Company for any reason, the Company shall immediately commence to windup its affairs. A reasonable period of time shall be allowed for the orderly termination of the Company business, discharge of its liabilities and distribution or liquidation of the remaining assets so as to enable the Company to minimize the normal losses attendant to the liquidation process. A full accounting of the assets and liabilities of the Company shall be taken and a statement thereof shall be furnished to each Member within thirty (30) days after the dissolution. Such accounting and statements shall be prepared under the direction of the Member or, by a liquidating trustee selected by unanimous consent of the Members. The Company property and assets and/or the proceeds from the liquidation thereof shall be applied in the following order of priority:

(a) First, payment of the debts and liabilities of the Company, in the order of priority provided by law (including any loans by the Members to the Company) and payment of the expenses of liquidation;

(b) Second, setting up of such reserves as the Manager or liquidating trustee may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company or any obligation or liability not then due and payable; provided, however, that any such reserve shall be paid over by the Manager or liquidating trustee to an escrow agent, to be held by such escrow agent for the purpose of disbursing such reserves in payment of such liabilities, and, at the expiration of such escrow period as the Manager or liquidating trustee shall deem advisable but not to exceed one calendar year, to distribute the balance thereafter remaining in the manner hereinafter provided; and

(c) Third, to the Members in accordance with the provisions of Section 7.01.

14.04 Certificate of Cancellation. As soon as possible (but in no event later than 90 days) following the completion of the winding up of the Company, the Manager (or any other appropriate representative of the Company) shall execute a certificate of cancellation in the form prescribed by the Act and shall file the same with the office of the Secretary of State of the State of Delaware.

ARTICLE XV

MISCELLANEOUS

15.01 Severability. If any term or provision of this Agreement is held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of the remainder of this Agreement.

15.02 General. This Agreement: (i) shall be binding on the executors, administrators, estates, heirs and legal successors of the Members and Manager; (ii) be governed by and construed in accordance with the laws of the State of Delaware (without regard to principles of conflict of laws); (iii) may be executed in more than one counterpart as of the day and year first above written; and (iv) contains the entire limited liability company agreement with respect to the Company. The waiver of any of the provisions, terms or conditions contained in this Agreement shall not be considered as a waiver of any of the other provisions, terms or conditions hereof.

15.03 Notices, Etc. All notices and other communications required or permitted hereunder shall be in writing and shall be deemed effectively given upon personal delivery, confirmation of telex or telecopy, or upon the fifth day following mailing by registered mail, postage prepaid, addressed (a) if to any Member at such addresses as set forth on the records of the Company, or at such other address as any Member shall have furnished to the Company in writing, (b) if to the Company or the Manager, at 20400 Stevens Creek Blvd., Suite 600, Cupertino, California 95014.

15.04 Amendment. This Agreement may only be modified or amended if approved by all of the Members.

[Signature page follows.]

EXHIBIT A

MEMBERS

Member	Member's Company Interest	Number of Units	Certificate Number
CRC Weight Management, Inc.	100%	100	1

IN WITNESS WHEREOF, the undersigned has adopted this Operating Agreement as of the day and year first set forth above.

MEMBER:

CRC WEIGHT MANAGEMENT, INC.
a Delaware corporation

By: /s/ Kevin Hogge
Kevin Hogge
Chief Financial Officer

ACKNOWLEDGED AND AGREED:

MANAGER:

CRC HEALTH MANAGEMENT, INC.,
a Delaware corporation

By: /s/ Kevin Hogge
Kevin Hogge
Chief Financial Officer

Exhibit 3.214

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 04/25/2002
020267381 – 3207210

AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION OF
SUWS OF THE CAROLINAS, INC.

SUWS Of The Carolinas, Inc. (the "***Corporation***"), a corporation organized and existing under and by virtue of the Delaware General Corporation Law,

DOES HEREBY CERTIFY:

1. That the original name of the corporation is SUWS Of The Carolinas, Inc., the original Certificate of Incorporation (the "***Certificate of Incorporation***") was filed under the Corporation's current name, and that the date of filing the Certificate of Incorporation with the Secretary of State of the State of Delaware was April 5, 2000.

2. That this Amended and Restated Certificate of Incorporation amends and restates the Certificate of Incorporation. This Amended and Restated Certificate of Incorporation was duly adopted by the Board of Directors and the stockholders of the Corporation in accordance with Sections 242 and 245 of the Delaware General Corporation Law.

3. The Certificate of Incorporation is hereby amended and restated in its entirety to read as follows:

ARTICLE I

The name of the corporation is SUWS Of The Carolinas, Inc. (the "***Corporation***").

ARTICLE II

The address of the Corporation's registered office in the State of Delaware is 2711 Centerville Road, Suite 400, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is Corporation Service Company.

ARTICLE III

The purpose or purposes of the corporation shall be to engage in any lawful act or activity for which corporations may be organized under the Delaware General Corporation Law.

The Corporation is dedicated to helping families by promoting personal growth in the adolescents the Corporation serves.

The Corporation operates a regional program designed to meet the needs of families from the southeastern United States. The Corporation will also accept appropriate candidates from outside the southeast who meet the admissions criteria.

The Corporation works with adolescents between the ages of 13 to 17 who are unable to successfully meet the demands of their home environment. The Corporation provides students with individual service plans that include daily group processing, group and individual therapy on a weekly basis, weekly planning sessions with parents, a personal growth curriculum and aftercare recommendations.

ARTICLE IV

The total number of shares of stock which this corporation is authorized to issue is Three Thousand (3,000) shares without par value.

ARTICLE V

The Board of Directors shall have the power to adopt, amend or repeal the by-laws.

ARTICLE VI

No director shall be personally liable to the corporation or its stockholders for monetary damages for any breach of fiduciary duty by such director as a director. Notwithstanding the foregoing sentence, a director shall be liable to the extent provided by applicable law, (i) for breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) pursuant to Section 174 of the Delaware General Corporation Law or (iv) for any transaction from which the director derived an improper personal benefit. No amendment to or repeal of this Article 6 shall apply to or have any effect on the liability or alleged liability of any director of the corporation for or with respect to any acts or omissions of such director occurring prior to such amendment.

* * *

IN WITNESS WHEREOF, the Corporation has caused this Amended and Restated Certificate of Incorporation to be signed by the President of the Corporation on April 25, 2002.

By: /s/ Elliot A. Sainer
Name: Elliot A. Sainer
Title: President

State of Delaware
Secretary of State
Division of Corporations
Delivered 11:52 AM 04/18/2007
FILED 10:34 AM 04/18/2007
SRV 070447197 – 3207210 FILE

CERTIFICATE OF CHANGE OF LOCATION OF REGISTERED OFFICE
AND OF REGISTERED AGENT

It is hereby certified that:

1. The name of the corporation (hereinafter called the "Corporation") is: SUWS OF THE CAROLINAS, INC.

2. The registered office of the Corporation within the State of Delaware is hereby changed to: 160 Greentree Drive, Suite 101, City of Dover, 19904, County of Kent.

3. The registered agent of the Corporation within the State of Delaware is hereby changed to National Registered Agents, Inc., the business office of which is identical with the registered office of the corporation as hereby changed.

4. The Corporation has authorized the changes hereinbefore set forth by resolution of its Board of Directors.

Signed on: April 12, 2007.

/s/ Pamela B. Burke
Pamela Burke, Secretary

Exhibit 3.215

AMENDED AND RESTATED BYLAWS

OF

SUWS OF THE CAROLINAS, INC.

INCORPORATED UNDER THE LAWS
OF THE
STATE OF DELAWARE
ON

APRIL 5, 2000

TABLE OF CONTENTS

TABLE OF CONTENTS
(continued)

AMENDED AND RESTATED BYLAWS

OF

SUWS OF THE CAROLINAS, INC.

ARTICLE I
Stockholders

SECTION 1. Annual Meeting. The annual meeting of the stockholders of the Corporation shall be held on such date, at such time and at such place within or without the State of Delaware as may be designated by the Board of Directors, for the purpose of electing Directors and for the transaction of such other business as may be properly brought before the meeting. The Board of Directors may determine that an annual meeting shall not be held at any place, but shall instead be held solely by means of remote communication.

SECTION 2. Special Meetings. Except as otherwise provided in the Certificate of Incorporation, a special meeting of stockholders of the Corporation may be called at any time by the Board of Directors or the President. Any special meeting of the stockholders shall be held on such date, at such time and at such place within or without the State of Delaware as the Board of Directors or the officer calling the meeting may designate. At a special meeting of the stockholders, no business shall be transacted and no corporate action shall be taken other than that stated in the notice of the meeting unless all of the stockholders are present in person or by proxy, in which case any and all business may be transacted at the meeting even though the meeting is held without notice.

SECTION 3. Notice of Meetings. Except as otherwise provided by law, by the Certificate of Incorporation or these Bylaws, a written notice of each meeting of the stockholders shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting to each stockholder of the Corporation entitled to vote at such meeting at the stockholder's address as it appears on the records of the Corporation or by form of electronic transmission to which the stockholder has consented. The notice shall state the place, date and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called.

SECTION 4. Quorum. At any meeting of stockholders, the holders of a majority in number of the total outstanding shares of stock of the Corporation entitled to vote at such meeting, present in person or represented by proxy, shall constitute a quorum of the stockholders for all purposes, unless the representation of a larger number of shares shall be required by law, by the Certificate of Incorporation or by these Bylaws, in which case the representation of the number of shares so required shall constitute a quorum; provided that at any meeting of stockholders at which the holders of any class of stock of the Corporation shall be entitled to vote separately as a class, the holders of a majority in number of the total outstanding shares of such class, present in person or represented by proxy, shall constitute a quorum for purposes of such class vote unless the representation of a larger number of shares of such class shall be required by law, by the Certificate of Incorporation or by these Bylaws.

SECTION 5. Adjourned Meetings. Whether or not a quorum shall be present in person or represented at any meeting of stockholders, the holders of a majority in number of the shares of stock of the Corporation present in person or represented by proxy and entitled to vote at such meeting may adjourn such meeting from time to time; provided, however, that if the holders of any class of stock of the Corporation are entitled to vote separately as a class upon any matter at such meeting, any adjournment of the meeting in respect of action by such class upon such matter shall be determined by the holders of a majority of the shares of such class present in person or represented by proxy and entitled to vote at such meeting. When a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and the place, if any, thereof, are announced at the meeting at which the adjournment is taken. At the adjourned meeting the stockholders or the holder of any class of stock entitled to vote separately as a class, as the case may be, may transact any business which might have been transacted by them at the original meeting. If the adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the adjourned meeting.

SECTION 6. Organization. The President or, in the absence of the Chairman of the Board, a Vice President shall call all meetings of the stockholders to order, and shall act as Chairman of such meetings. In the absence of the President and all of the Vice Presidents, the holders of a majority in number of the shares of stock of the Corporation present in person or represented by proxy and entitled to vote at the meeting shall elect a Chairman.

The Secretary of the Corporation shall act as Secretary of all meetings of the stockholders; but in the absence of the Secretary, the President may appoint any person to act as Secretary of the meeting. It shall be the duty of the Secretary to prepare and make, at least ten days before every meeting of stockholders, a complete list of stockholders entitled to vote at such meeting, arranged in alphabetical order and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting for a period of at least 10 days prior to the meeting, during ordinary business hours, at the principal place of business of the Corporation, and shall be produced and kept at the time and place of the meeting during the whole time thereof, and subject to the inspection of any stockholder who may be present.

SECTION 7. Voting. Except as otherwise provided by law or by the Certificate of Incorporation, each stockholder shall be entitled to one vote for each share of the capital stock of the Corporation registered in the name of such stockholder upon the books of the Corporation. Each stockholder entitled to vote at a meeting of stockholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for him or her by proxy, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. When

directed by the presiding officer or upon the demand of any stockholder, the vote upon any matter before a meeting of stockholders shall be by ballot. Except as otherwise provided by law or by the Certificate of Incorporation, Directors shall be elected by a plurality of the votes cast at a meeting of stockholders by the stockholders entitled to vote in the election and, whenever any corporate action, other than the election of Directors is to be taken, it shall be authorized by a majority of the votes cast at a meeting of stockholders by the stockholders entitled to vote thereon.

Shares of the capital stock of the Corporation belonging to the Corporation or to another corporation, if a majority of the shares entitled to vote in the election of directors of such other corporation is held, directly or indirectly, by the Corporation, shall neither be entitled to vote nor be counted for quorum purposes.

SECTION 8. Inspectors. When required by law or directed by the presiding officer or upon the demand of any stockholder entitled to vote, but not otherwise, the polls shall be opened and closed, the proxies and ballots shall be received and taken in charge, and all questions touching the qualification of voters, the validity of proxies and the acceptance or rejection of votes shall be decided at any meeting of stockholders by two or more Inspectors who may be appointed by the Board of Directors before the meeting, or if not so appointed, shall be appointed by the presiding officer at the meeting. If any person so appointed fails to appear or act, the vacancy may be filled by appointment in like manner.

SECTION 9. Consent of Stockholders in Lieu of Meeting. Unless otherwise provided in the Certificate of Incorporation, any action required to be taken or which may be taken at any annual or special meeting of stockholders of the Corporation, may be taken without a meeting, without prior notice and without a vote, if a consent in writing (which may be a telegram, cablegram or other electronic transmission), setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. To be written, signed and dated for the purpose of these Bylaws, a telegram, cablegram or other electronic transmission shall set forth or be delivered with information from which the Corporation can determine (i) that it was transmitted by a stockholder or proxy holder or a person authorized to act for a stockholder or proxy holder and (ii) the date on which it was transmitted, such date being deemed the date on which the consent was signed. Prompt notice of the taking of any corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

ARTICLE II
Board of Directors

SECTION 1. Number and Term of Office. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, none of whom need be stockholders of the Corporation. The number of Directors constituting the Board of Directors shall be fixed from time to time by resolution passed by a majority of the Board of Directors. The Directors shall, except as hereinafter otherwise provided for filling vacancies, be elected at the annual meeting of stockholders, and shall hold office until their respective successors are elected and qualified or until their earlier resignation or removal.

SECTION 2. Removal, Vacancies and Additional Directors. The stockholders may, at any special meeting the notice of which shall state that it is called for that purpose, remove, with or without cause, any Director and fill the vacancy; provided that whenever any Director shall have been elected by the holders of any class of stock of the Corporation voting separately as a class under the provisions of the Certificate of Incorporation, such Director may be removed and the vacancy filled only by the holders of that class of stock voting separately as a class. Vacancies caused by any such removal and not filled by the stockholders at the meeting at which such removal shall have been made, or any vacancy caused by the death or resignation of any Director or for any other reason, and any newly created directorship resulting from any increase in the authorized number of Directors, may be filled by the affirmative vote of a majority of the Directors then in office, although less than a quorum, and any Director so elected to fill any such vacancy or newly created directorship shall hold office until his or her successor is elected and qualified or until his or her earlier resignation or removal.

When one or more Directors shall resign effective at a future date, a majority of the Directors then in office, including those who have so resigned, shall have power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective, and each Director so chosen shall hold office as herein provided in connection with the filling of other vacancies.

SECTION 3. Place of Meeting. The Board of Directors may hold its meetings in such place or places in the State of Delaware or outside the State of Delaware as the Board from time to time shall determine.

SECTION 4. Regular Meetings. Regular meetings of the Board of Directors shall be held at such times and places as the Board from time to time by resolution shall determine. No notice shall be required for any regular meeting of the Board of Directors; but a copy of every resolution fixing or changing the time or place of regular meetings shall be sent by mail or by telecopy, telegram, cablegram or other electronic transmission to every Director at least two days before the first meeting held in pursuance thereof.

SECTION 5. Special Meetings. Special meetings of the Board of Directors shall be held whenever called by direction of the President or by any two of the Directors then in office.

Notice of the day, hour and place of holding of each special meeting shall be given by mailing the same at least two days before the meeting or by causing the same to be transmitted by telephone, telecopy, telegram, cablegram or other electronic transmission at least two days before the meeting to each Director. Unless otherwise indicated in the notice thereof, any and all business may be transacted at any special meeting.

SECTION 6. Quorum. Subject to the provisions of Section 2 of this Article II, a majority of the members of the Board of Directors in office (but in no case less than one-third of the total number of Directors nor less than two Directors) shall constitute a quorum for the transaction of business and the vote of the majority of the Directors present at any meeting of the Board of Directors at which a quorum is present shall be the act of the Board of Directors. If at any meeting of the Board there is less than a quorum present, a majority of those present may adjourn the meeting from time to time.

SECTION 7. Organization. The President shall preside at all meetings of the Board of Directors. In the absence of the President, a Chairman shall be elected from the Directors present. The Secretary of the Corporation shall act as Secretary of all meetings of the Directors. In the absence of the Secretary, the Chairman may appoint any person to act as Secretary of the meeting.

SECTION 8. Committees. The Board of Directors may designate one or more committees, each committee to consist of one or more of the Directors of the Corporation. The Board may designate one or more Directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the Board, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and the affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to (i) approving or adopting, or recommending to the stockholders, any action or matter expressly required by law to be submitted to stockholders for approval, or (ii) adopting, amending or repealing these Bylaws.

SECTION 9. Conference Telephone Meetings. Unless otherwise restricted by the Certificate of Incorporation or by these Bylaws, the members of the Board of Directors or any committee designated by the Board, may participate in a meeting of the Board or such committee, as the case may be, by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and such participation shall constitute presence in person at such meeting.

SECTION 10. Consent of Directors or Committee in Lieu of Meeting. Unless otherwise restricted by the Certificate of Incorporation or by these Bylaws, any action required or permitted to be taken at any meeting of the Board, or of any committee thereof, may be taken without a meeting if all members of the Board or committee, as the case may be, consent thereto in writing or by electronic transmission and the writing or writings, or electronic transmission or transmissions are filed with the minutes of proceedings of the Board or committee, as the case may be.

ARTICLE III
Officers

SECTION 1. Officers. The officers of the Corporation shall be a President and Secretary, and such additional officers, if any, as shall be elected by the Board of Directors pursuant to the provisions of Section 6 of this Article III. The President and the Secretary shall be elected by the Board of Directors at its first meeting after each annual meeting of the stockholders. Each officer shall hold office until his or her successor is elected and qualified or until his or her earlier resignation or removal. Any officer may resign at any time upon written notice to the Corporation. Officers may, but need not, be Directors. Unless the Certificate of Incorporation otherwise provides, any number of offices may be held by the same person.

All officers, agents and employees shall be subject to removal, with or without cause, at any time by the Board of Directors. The removal of an officer without cause shall be without prejudice to his or her contract rights, if any. The election or appointment of an officer shall not of itself create contract rights.

Any vacancy caused by the death, resignation or removal of any officer, or otherwise, may be filled by the Board of Directors, and any officer so elected shall hold office at the pleasure of the Board of Directors.

In addition to the powers and duties of the officers of the Corporation as set forth in these Bylaws, the officers shall have such authority and shall perform such duties as from time to time may be determined by the Board of Directors.

SECTION 2. Powers and Duties of the President. The President shall be the chief executive officer of the Corporation (unless the Board of Directors appoints a separate Chief Executive Officer) and, subject to the control of the Board of Directors, shall have general charge and control of all its business and affairs and shall have all powers and shall perform all duties incident to the office of President. The President shall preside at all meetings of the stockholders and at all meetings of the Board of Directors and shall have such other powers and perform such other duties as may from time to time be assigned by these Bylaws or by the Board of Directors.

SECTION 3. Powers and Duties of the Vice Presidents. Each Vice President, if any, shall have all powers and shall perform all duties incident to the office of Vice President and shall have such other powers and perform such other duties as may from time to time be assigned by these Bylaws or by the Board of Directors or the President.

SECTION 4. Powers and Duties of the Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the stockholders in books provided for that purpose. The Secretary shall attend to the giving or serving of all notices of the Corporation; shall have custody of the corporate seal of the Corporation and shall affix the same to such documents and other papers as the Board of Directors or the President shall authorize and direct; shall have charge of the stock certificate

books, transfer books and stock ledgers and such other books and papers as the Board of Directors or the President shall direct, all of which shall at all reasonable times be open to the examination of any Director, upon application, at the office of the Corporation during business hours. The Secretary shall also perform the duties and have the powers of the Treasurer unless and until the Board of Directors appoints a Treasurer. The Secretary shall have all powers and shall perform all duties incident to the office of Secretary and shall also have such other powers and shall perform such other duties as may from time to time be assigned by these Bylaws or by the Board of Directors or the President.

SECTION 5. Powers and Duties of the Treasurer. The Treasurer, if any, shall have custody of, and when proper shall pay out, disburse or otherwise dispose of, all funds and securities of the Corporation. The Treasurer may endorse on behalf of the Corporation for collection checks, notes and other obligations and shall deposit the same to the credit of the Corporation in such bank or banks or depositary or depositaries as the Board of Directors may designate; shall sign all receipts and vouchers for payments made to the Corporation; shall enter or cause to be entered regularly in the books of the Corporation kept for the purpose full and accurate accounts of all moneys received or paid or otherwise disposed of and whenever required by the Board of Directors or the President shall render statements of such accounts. The Treasurer shall, at all reasonable times, exhibit the books and accounts to any Director of the Corporation upon application at the office of the Corporation during business hours; and shall have all powers and shall perform all duties incident of the office of Treasurer and shall also have such other powers and shall perform such other duties as may from time to time be assigned by these Bylaws or by the Board of Directors or the President.

SECTION 6. Additional Officers. The Board of Directors may from time to time elect such other officers (who may but need not be Directors), including a Chairman of the Board, Chief Executive Officer (separate from the President), Chief Financial Officer, one or more Vice Presidents, a Controller, Assistant Secretaries, Assistant Treasurers and Assistant Controllers, as the Board may deem advisable and such officers shall have such authority and shall perform such duties as may from time to time be assigned by the Board of Directors or the President.

The Board of Directors may from time to time by resolution delegate to any Assistant Secretary or Assistant Secretaries any of the powers or duties herein assigned to the Secretary; and may similarly delegate to any Assistant Treasurer or Assistant Treasurers any of the powers or duties herein assigned to the Treasurer.

SECTION 7. Giving of Bond by Officers. All officers of the Corporation, if required to do so by the Board of Directors, shall furnish bonds to the Corporation for the faithful performance of their duties, in such amounts and with such conditions and security as the Board shall require.

SECTION 8. Voting Upon Stocks. Unless otherwise ordered by the Board of Directors, the President or any Vice President shall have full power and authority on behalf of the Corporation to attend and to act and to vote, or in the name of the Corporation to execute proxies to vote, at any meeting of stockholders of any corporation in which the Corporation

may hold stock, and at any such meeting shall possess and may exercise, in person or by proxy, any and all rights, powers and privileges incident to the ownership of such stock. The Board of Directors may from time to time, by resolution, confer like powers upon any other person or persons.

SECTION 9. Compensation of Officers. The officers of the Corporation shall be entitled to receive such compensation for their services as shall from time to time be determined by the Board of Directors.

ARTICLE IV
Indemnification of Directors and Officers

SECTION 1. Nature of Indemnity. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that the person is or was or has agreed to become a Director or officer of the Corporation, or is or was serving or has agreed to serve at the request of the Corporation as a Director or officer of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, or by reason of any action alleged to have been taken or omitted in such capacity, and may indemnify any person who was or is a party or is threatened to be made a party to such an action, suit or proceeding by reason of the fact that he or she is or was or has agreed to become an employee or agent of the Corporation, or is or was serving or has agreed to serve at the request of the Corporation as an employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person or on his or her behalf in connection with such action, suit or proceeding and any appeal therefrom, if the person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful; except that in the case of an action or suit by or in the right of the Corporation to procure a judgment in its favor (1) such indemnification shall be limited to expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit, and (2) no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Delaware Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Delaware Court of Chancery or such other court shall deem proper.

The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

SECTION 2. Successful Defense. To the extent that a present or former Director, officer, employee or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 1 of this Article IV or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

SECTION 3. Determination that Indemnification is Proper. Any indemnification of a present or former Director or officer of the Corporation under Section 1 of this Article IV (unless ordered by a court), both as to action in his or her official capacity and as to action in another capacity while holding such office, shall be made by the Corporation unless a determination is made that indemnification of the person is not proper in the circumstances because he or she has not met the applicable standard of conduct set forth in Section 1. Any indemnification of a present or former employee or agent of the Corporation under Section 1 (unless ordered by a court) may be made by the Corporation upon a determination that indemnification of the employee or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Section 1. Any such determination shall be made with respect to a person who is a Director or officer at the time of the determination (1) by a majority vote of the Directors who are not parties to such action, suit or proceeding, even though less than a quorum, or (2) by a committee of such Directors designated by majority vote of such Directors, even though less than a quorum, or (3) if there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion, or (4) by the stockholders.

SECTION 4. Advance Payment of Expenses. Unless the Board of Directors otherwise determines in a specific case, expenses (including attorney's fees) incurred by a person who is a Director or officer at the time in defending a civil or criminal administrative or investigative action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the Director or officer to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Corporation as authorized in this Article IV. Such expenses (including attorney's fees) incurred by former Directors and officers or other employees and agents may be so paid upon such terms and conditions, if any, as the Board of Directors deems appropriate. The Board of Directors may authorize the Corporation's legal counsel to represent such Director, officer, employee or agent in any action, suit or proceeding, whether or not the Corporation is a party to such action, suit or proceeding.

SECTION 5. Survival; Preservation of Other Rights. The foregoing indemnification provisions shall be deemed to be a contract between the Corporation and each Director, officer, employee and agent who serves in any such capacity at any time while these provisions as well as the relevant provisions of the Delaware General Corporation Law are in effect and any repeal or modification thereof shall not affect any right or obligation then

existing with respect to any state of facts then or previously existing or any action, suit, or proceeding previously or thereafter brought or threatened based in whole or in part upon any such state of facts. Such a contract right may not be modified retroactively without the consent of such Director, officer, employee or agent.

The rights to indemnification and advancement of expenses provided by this Article IV shall not be deemed exclusive of any other rights to which a person seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, insurance policy, vote of stockholders or disinterested Directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person. The Corporation may enter into an agreement with any of its Directors, officers, employees or agents providing for indemnification and advancement of expenses, including attorneys fees, that may change, enhance, qualify or limit any right to indemnification or advancement of expenses created by this Article IV.

SECTION 6. Severability. If this Article IV or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify each present and former Director or officer and may indemnify each employee or agent of the Corporation as to costs, charges and expenses (including attorneys' fees), judgment, fines and amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative, including an action by or in the right of the Corporation, to the fullest extent permitted by any applicable portion of this Article IV that shall not have been invalidated and to the fullest extent permitted by applicable law.

SECTION 7. Subrogation. In the event of payment of indemnification to a person described in Section 1 of this Article IV, the Corporation shall be subrogated to the extent of such payment to any right of recovery such person may have and such person, as a condition of receiving indemnification from the Corporation, shall execute all documents and do all things that the Corporation may deem necessary or desirable to perfect such right of recovery, including the execution of such documents necessary to enable the Corporation effectively to enforce any such recovery.

SECTION 8. No Duplication of Payments. The Corporation shall not be liable under this Article IV to make any payment in connection with any claim made against a person described in Section 1 of this Article IV to the extent such person has otherwise received payment (under any insurance policy, Bylaw, agreement or otherwise) of the amounts otherwise payable as indemnity hereunder.

ARTICLE V
Stock-Seal-Fiscal Year

SECTION 1. Certificates For Shares of Stock. The shares of the Corporation shall be represented by certificates unless the Board of Directors provides, by resolution, that some or all of any or all classes or series of stock shall be uncertificated shares. The Certificates for shares of stock of the Corporation shall be in such form, not inconsistent with the Certificate of Incorporation, as shall be approved by the Board of Directors. All certificates shall be signed by the Chairman or Vice Chairman of the Board, if any, President or a Vice President and by the Secretary or an Assistant Secretary or the Treasurer or an Assistant Treasurer, and shall not be valid unless so signed.

In case any officer or officers who shall have signed any such certificate or certificates shall cease to be such officer or officers of the Corporation, whether because of death, resignation, removal or otherwise, before such certificate or certificates shall have been delivered by the Corporation, such certificate or certificates may nevertheless be issued and delivered as though the person or persons who signed such certificate or certificates had not ceased to be such officer or officers of the Corporation.

All certificates for shares of stock shall be consecutively numbered as the same are issued. The name of the person owning the shares represented thereby with the number of such shares and the date of issue thereof shall be entered on the books of the Corporation.

Except as hereinafter provided, all certificates surrendered to the Corporation for transfer shall be canceled, and no new certificates shall be issued until former certificates for the same number of shares have been surrendered and canceled.

SECTION 2. Lost, Stolen or Destroyed Certificates. Whenever a person owning a certificate for shares of stock of the Corporation alleges that it has been lost, stolen or destroyed, he or she shall file in the office of the Corporation an affidavit setting forth, to the best of his or her knowledge and belief, the time, place and circumstances of the loss, theft or destruction, and, if required by the Corporation, a bond of indemnity or other indemnification sufficient in the opinion of the Corporation to indemnify the Corporation and its agents against any claim that may be made against it or them on account of the alleged loss, theft or destruction of any such certificate or the issuance of a new certificate in replacement therefor. Thereupon the Corporation may cause to be issued to such person a new certificate in replacement for the certificate alleged to have been lost, stolen or destroyed. Upon the stub of every new certificate so issued shall be noted the fact of such issue and the number, date and the name of the registered owner of the lost, stolen or destroyed certificate in lieu of which the new certificate is issued.

SECTION 3. Transfer of Shares. Shares of stock of the Corporation shall be transferred on the books of the Corporation by the holder thereof, in person or by his or her attorney duly authorized in writing, upon surrender and cancellation of certificates for the number of shares of stock to be transferred, except as provided in Section 2 of this Article V.

SECTION 4. Regulations. The Board of Directors shall have power and authority to make such rules and regulations as it may deem expedient concerning the issue, transfer and registration of certificates for shares of stock of the Corporation.

SECTION 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting or to receive payment of any dividend or other distribution or allotment of any rights, or to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, as the case may be, the Board of Directors may fix, in advance, a record date, which shall not be (i) more than sixty (60) nor less than ten (10) days before the date of such meeting, or (ii) in the case of corporate action to be taken by consent in writing without a meeting, prior to, or more than ten (10) days after, the date upon which the resolution fixing the record date is adopted by the Board of Directors, or (iii) more than sixty (60) days prior to any other action.

If no record date is fixed, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held; the record date for determining stockholders entitled to express consent to corporate action in writing without a meeting, when no prior action by the Board of Directors is necessary, shall be the day on which the first written consent is delivered to the Corporation; and the record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

SECTION 6. Dividends. Subject to the provisions of the Certificate of Incorporation, the Board of Directors shall have power to declare and pay dividends upon shares of stock of the Corporation, but only out of funds available for the payment of dividends as provided by law.

Subject to the provisions of the Certificate of Incorporation, any dividends declared upon the stock of the Corporation shall be payable on such date or dates as the Board of Directors shall determine. If the date fixed for the payment of any dividend shall in any year fall upon a legal holiday, then the dividend payable on such date shall be paid on the next day not a legal holiday.

SECTION 7. Corporate Seal. The Board of Directors may provide a suitable seal, containing the name of the Corporation, which seal, if any, shall be kept in the custody of the Secretary. A duplicate of the seal may be kept and be used by the President or any other officer of the Corporation designated by the Board of Directors.

SECTION 8. Fiscal Year. The fiscal year of the Corporation shall be such fiscal year as the Board of Directors from time to time by resolution shall determine.

ARTICLE VI
Miscellaneous Provisions

SECTION 1. Checks, Notes, Etc. All checks, drafts, bills of exchange, acceptances, notes or other obligations or orders for the payment of money shall be signed and, if so required by the Board of Directors, countersigned by such officers of the Corporation and/or other persons as the Board of Directors from time to time shall designate.

Checks, drafts, bills of exchange, acceptances, notes, obligations and orders for the payment of money made payable to the Corporation may be endorsed for deposit to the credit of the Corporation with a duly authorized depository by the Treasurer and/or such other officers or persons as the Board of Directors from time to time may designate.

SECTION 2. Loans. No loans and no renewals of any loans shall be contracted on behalf of the Corporation except as authorized by the Board of Directors. When authorized to do so, any officer or agent of the Corporation may effect loans and advances for the Corporation from any bank, trust company or other institution or from any firm, corporation or individual, and for such loans and advances may make, execute and deliver promissory notes, bonds or other evidences of indebtedness of the Corporation. When authorized so to do, any officer or agent of the Corporation may pledge, hypothecate or transfer, as security for the payment of any and all loans, advances, indebtedness and liabilities of the Corporation, any and all stocks, securities and other personal property at any time held by the Corporation, and to that end may endorse, assign and deliver the same. Such authority may be general or confined to specific instances.

SECTION 3. Contracts. Except as otherwise provided by law or in these Bylaws or as otherwise directed by the Board of Directors, the President or any Vice President shall be authorized to execute and deliver, in the name and on behalf of the Corporation, all agreements, bonds, contracts, deeds, mortgages, and other instruments, either for the Corporation’s own account or in a fiduciary or other capacity, and the seal of the Corporation, if appropriate, shall be affixed thereto by any of such officers or the Secretary or an Assistant Secretary. The Board of Directors, the President or any Vice President designated by the Board of Directors may authorize any other officer, employee or agent to execute and deliver, in the name and on behalf of the Corporation, agreements, bonds, contracts, deeds, mortgages, and other instruments, either for the Corporation’s own account or in a fiduciary or other capacity, and, if appropriate, to affix the seal of the Corporation thereto. The grant of such authority by the Board or any such officer may be general or confined to specific instances.

SECTION 4. Waivers of Notice. Whenever any notice whatever is required to be given by law, by the Certificate of Incorporation or by these Bylaws to any person or persons, a waiver thereof in writing, signed by the person entitled to the notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

SECTION 5. Offices Outside of Delaware. Except as otherwise required by the laws of the State of Delaware, the Corporation may have an office or offices and keep its books, documents and papers outside of the State of Delaware at such place or places as from time to time may be determined by the Board of Directors or the President.

ARTICLE VII
Amendments

These Bylaws and any amendment thereof may be altered, amended or repealed, or new Bylaws may be adopted, by the Board of Directors; but these Bylaws and any amendment thereof may be altered, amended or repealed or new Bylaws may be adopted by the holders of a majority of the outstanding stock of the Corporation entitled to vote at any annual meeting or at any special meeting, provided, in the case of any special meeting, that notice of such proposed alteration, amendment, repeal or adoption is included in the notice of the meeting.

CERTIFICATE OF ADOPTION
OF
AMENDED AND RESTATED BYLAWS
OF
SUWS OF THE CAROLINAS, INC.

This is to certify:

That I am the duly elected, qualified and acting Secretary of SUWS Of the Carolinas, Inc. (the “Corporation”) and the attached Amended and Restated Bylaws were adopted as the Bylaws of the Corporation on February 14, 2003 by the Unanimous Written Consent of the Board of Directors.

Dated effective the 14th day of February, 2003.

/s/ Tim E. Dupell
Tim E. Dupell
Secretary

(Seal)

Exhibit 3.216

AMENDED AND RESTATED
CERTIFICATE OF FORMATION
OF
ASPEN NC REAL ESTATE, LLC

ASPEN NC REAL ESTATE, LLC (the "Company"), a limited liability company formed and existing under and by virtue of the Delaware Limited Liability Company Act, DOES HEREBY CERTIFY:

1. The Certificate of Formation of the Company was filed with the Office of the Secretary of State of Delaware on January 16, 2004. The name under which the Company was originally formed is NC REAL ESTATE, LLC. The Certificate of Formation was amended to change the name of the Company to "ASPEN NC REAL ESTATE, LLC" on January 30, 2004.

2. The Certificate of Formation of the Company is hereby amended and restated in its entirety, pursuant to Section 18-208 of the Delaware Limited Liability Company Act, to read as follows:

FIRST: The name of the company is:

BILTMORE ACADEMY, LLC

SECOND: The address of the registered office of the Company in Delaware is 2711 Centerville Road, Suite 400, in the City of Wilmington, County of New Castle 19808, and its registered agent at such address is CORPORATION SERVICE COMPANY.

IN WITNESS WHEREOF, the undersigned has executed this Amended and Restated Certificate of Formation this 16th day of March, 2004.

AYS Management, Inc.,
a California Corporation,
in its capacity as Manager

By: /s/ Tim Dupell
Tim Dupell, Secretary

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:59 PM 03/17/2004
FILED 04:54 PM 03/17/2004
SRV 040199847 – 3753987 FILE

State of Delaware
Secretary of State
Division of Corporations
Delivered 09:29 AM 12/15/2004
FILED 08:06 AM 12/15/2004
SRV 040905757 – 3753987 FILE

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT

1. Name of Limited Liability Company: Biltmore Academy, LLC

2. The Certificate of Formation of the limited liability company is hereby amended as follows: the name of the LLC shall be: New Leaf Academy of North Carolina, LLC

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 13th day of December, A.D. 2004.

By: /s/ Kyle Wescoat
Authorized Person(s)

Name: Kyle Wescoat, Secretary
Print or Type

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:07 PM 04/18/2007
FILED 11:06 AM 04/18/2007
SRV 070447493 – 3753987 FILE

CERTIFICATE OF AMENDMENT TO CERTIFICATE OF FORMATION

OF

NEW LEAF ACADEMY OF NORTH CAROLINA, LLC

NEW LEAF ACADEMY OF NORTH CAROLINA, LLC (hereinafter called the "company"), a limited liability company organized and existing under and by virtue of the Limited Liability Company Act of the State of Delaware, does hereby certify:

1. The name of the limited liability company is:

NEW LEAF ACADEMY OF NORTH CAROLINA, LLC.

2. The Certificate of Formation of the domestic limited liability company is hereby amended to change the name and address of the registered agent and the address of the registered office within the State of Delaware as follows:

National Registered Agents, Inc.
160 Greentree Drive, Suite 101
Dover, Delaware 19904
County of Kent

Executed on: April 12, 2007.

/s/ Pamela Burke
Pamela Burke, Authorized Person

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT

1. Name of Limited Liability Company: NEW LEAF ACADEMY OF NORTH CAROLINA, LLC

2. The Certificate of Formation of the limited liability company is hereby amended as follows:

the name of the LLC shall be:

TALISMAN ACADEMY, LLC

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 16th day of June, A.D. 2010.

By: /s/ Pamela B. Burke
Authorized Person(s)

Name: PAMELA B. BURKE
Print or Type

State of Delaware
Secretary of State
Division of Corporations
Delivered 08:13 AM 06/30/2010
FILED 08:13 AM 06/30/2010
SRV 100702820 – 3753987 FILE

OPERATING AGREEMENT

OF

NC Real Estate, LLC

A Delaware Limited Liability Company

January 16, 2004

TABLE OF CONTENTS

TABLE OF CONTENTS
(continued)

OPERATING AGREEMENT

OF

NC Real Estate, LLC
A Delaware Limited Liability Company

This Operating Agreement (this "**Agreement**") of NC Real Estate, LLC (the "**Company**") is made and entered into pursuant to the Delaware Limited Liability Company Act (the "**Act**") and shall be effective as of January 16, 2004, by ASPEN YOUTH, INC., a California corporation ("**Aspen**"), as the sole member.

ARTICLE I

DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings set forth below in this Article I. The singular when used in this Agreement shall also refer to the plural, and vice versa, as appropriate. All terms used in this Agreement which are not defined in this Article I shall have the meanings set forth elsewhere in this Agreement.

"**Act**" shall mean the Delaware Limited Liability Company Act.

"**Affiliate**" shall mean, with respect to any Member: (a) any person directly or indirectly owning, controlling or holding with power to vote 10% or more of the outstanding voting securities of such Member; (b) any Person 10% or more of whose outstanding voting securities are directly or indirectly owned, controlled or held with power to vote by such Member; (c) any partnership or limited liability company of which such Member or any other Person described in clause (a) or clause (b) of this definition is a general or managing partner, or a manager, as the case may be; and (d) any officer, director or partner in such Member.

"**Agreed Value**" means the fair market value of property as determined by the Members using such reasonable methods of valuation as they deem appropriate.

"**Assignee**" shall mean a person who has acquired a beneficial interest in a Company Interest in accordance with the provisions of Article VIII hereof, but who is not a Member.

"**Book Depreciation**" means the depreciation, cost recovery or amortization of assets allowable to the Company with respect to an asset for any period, except that if the Book Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such period, Book Depreciation shall be an amount which bears the same ratio to such beginning Book Value as federal income tax depreciation, amortization, or other cost recovery deduction for such period bears to such beginning adjusted basis.

"**Book Gain**" or "**Book Loss**" means the gain or loss that would be recognized by the Company for federal income tax purposes as a result of sales or exchanges of its assets if its tax basis in such assets were equal to the Book Value of such assets.

"**Book Value**" means (a) as to property contributed to the Company, its Agreed Value, and (b) as to all other Company property, its adjusted basis for federal income tax purposes as reflected on the books of the Company. The Book Value of all Company assets shall be adjusted to equal their respective Agreed Values, as determined by the Members, as of the following times: (a) the acquisition of an additional interest in the Company by any new or existing Member in exchange for more than a de minimis Capital Contribution; (b) the distribution by the Company to a Member of more than a de minimis amount of Company property, unless all Members receive simultaneous distributions of undivided interests in the distributed property in proportion to their Interest in the Company; and (c) the termination of the Company for federal income tax purposes pursuant to Code Section 708(b)(1)(B). The Book Value of all assets shall be adjusted by the Book Depreciation taken into account with respect to such asset.

"**Capital Account**" means an individual capital account maintained for each Member in accordance with Treasury Regulation Section 1.704-l(b) adopted pursuant to Section 704(b) of the Code.

"**Capital Contributions**" shall mean the amount of cash or Book Value of property a Member contributes to the capital of the Company.

"**Certificate**" shall mean the certificate of formation of the Company which is required to be filed pursuant to the Act.

"**Code**" shall mean the Internal Revenue Code of 1986, as amended from time to time, and the corresponding provisions of any future Federal tax law and, to the extent applicable, the Regulations.

"**Company Interest**," as of any date, shall mean, with respect to any Member, the percentage ownership interest of such Member in the Company as of such date, including all of its rights and obligations under the Act and this Agreement. Each Member's Company Interest shall be represented by the number of Units set forth on Exhibit A attached hereto.

"**Distributions**" means all cash and the Book Value of other property distributed to Aspen arising from its Company Interest.

"**Fiscal Year**" shall mean the fiscal year of the Company which shall be the calendar year.

"**Initial Member**" shall mean Aspen.

"**Manager**" shall mean initially AYS Management, Inc., a California corporation, or such other Person as the Member may later appoint.

"**Member**" shall mean the Initial Member and any other Person that acquires a Company Interest and is admitted to the Company as a member in accordance with the terms of this Agreement.

"**Net Income**" or "**Net Loss**" shall mean, with respect to any fiscal period, the gross income, gains and losses of the Company, for such period, less all deductible costs, expenses and depreciation and amortization allowances of the Company for such period, as determined for

federal income tax purposes, with the following adjustments: (a) any income of the Company that is exempt from federal income tax and is not otherwise taken into account in computing Net Income or Net Loss pursuant to this definition shall be added to such taxable income or loss; (b) any expenditures of the Company not deductible in computing taxable income or loss, not properly chargeable to capital account and not otherwise taken into account in computing Net Income or Net Loss pursuant to this definition shall be subtracted from such taxable income or loss; (c) if the Book Value of any asset differs from its adjusted basis for federal income tax purposes at the beginning of such period, the depreciation and amortization allowances to be deducted from gross income with respect to such asset shall be Book Depreciation; and (d) Book Gain or Book Loss shall be used instead of taxable gain or loss. If such amount shall be greater than zero, it shall be known as a "**Net Income**" and if such amount shall be less than zero, it shall be known as "**Net Loss**."

"**Person**" shall mean an individual, partnership, joint venture, association, corporation, trust, estate, limited liability company, limited liability partnership or any other legal entity.

"**Regulations**" shall mean the regulations, including temporary regulations promulgated under the Code, as such regulations may be amended from time to time (including the corresponding provisions of any future regulations).

"**Units**" shall mean the number of units representing the Company Interest held by a Member. Each Unit shall represent 1% of the total outstanding Company Interest.

ARTICLE II

CONTINUATION AND PURPOSE

2.01 Formation. The Initial Member hereby organizes a limited liability company pursuant to the Act. The rights and liabilities of the Members shall be determined pursuant to the Act and this Agreement. To the extent that the rights or obligations of the Members are different by reason of any provision of this Agreement than they would be in the absence of such provision, this Agreement shall, to the extent permitted by the Act, control. Simultaneously with the execution and delivery of this Agreement, Aspen shall be admitted as the sole member of the Company.

2.02 Limited Liability Company Agreement. This Agreement shall constitute the "limited liability company agreement" of the Company within the meaning of the Act for all purposes including, without limitation, so long as there is only one Member, for classification of the Company as a "domestic eligible entity" that is disregarded as an entity separate from its owner for federal and all relevant state income tax purposes.

2.03 Name. The name of the Company is NC Real Estate, LLC.

2.04 Principal Office. The registered office required to be maintained by the Company in the state of Delaware pursuant to the Act shall initially be located at c/o Corporation Service Company, 2711 Centerville Road, Suite 400, in the City of Wilmington, County of New Castle, Delaware 19808. The registered agent shall initially be Corporation Service Company whose address is 2711 Centerville Road, Suite 400, in the City of Wilmington, County of New Castle, Delaware 19808. The principal executive office of the Company shall be at 17777 Center Court Drive, Suite 300, Cerritos, California 90703.

2.05 Term. The term of the Company commenced on the date of filing of the Certificate with the Secretary of State of Delaware, and shall continue unless terminated as hereinafter provided.

2.06 Purposes of Company. The Company is permitted to engage in any lawful acts or activities and to exercise any powers permitted to limited liability companies under the laws of the State of Delaware.

2.07 Certificate. The Manager shall cause the Certificate to be filed or recorded in any other public office where filing or recording is required.

2.08 Address of the Initial Member. The address of the Initial Member is 17777 Center Court Drive, Suite 300, Cerritos, California 90703.

2.09 Foreign Qualification. The Manager shall take all necessary actions to cause the Company to be qualified to conduct business legally in North Carolina jurisdictions where the nature of the Company's business requires such qualification.

ARTICLE III

MEMBERS' CAPITAL

3.01 Capital Contribution. The Members shall be obligated to make only such capital contributions to the Company as the Members shall agree to in writing. The Initial Member shall be credited with one hundred percent (100%) of the existing capital of the Company.

3.02 Additional Capital Contributions. The Members shall not be required to contribute additional capital to the Company. The Members shall not be obligated to restore any deficit balance in their Capital Accounts.

ARTICLE IV

STATUS OF MEMBERS AND MANAGER

4.01 Limited Liability. Neither the Members nor the Manager shall be bound by or personally liable for, the expenses, liabilities or obligations of the Company. Except as required by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and neither the Members nor the Manager shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member or acting as the Manager of the Company. The Members shall be liable to the Company for the capital contributions specified in Section 3.01 and as may otherwise be required pursuant to the Act. Neither the Members nor the Manager shall be liable for any debts, obligations and liabilities, whether arising in contract, tort or otherwise, of any other Member or any Manager of the Company. The Members shall not be required to loan the Company any funds.

4.02 Return of Distributions of Capital. A Member may, under certain circumstances, be required by law to return to the Company for the benefit of the Company's creditors, amounts previously distributed. No Member shall be obligated to pay those distributions to or for the account of the Company or any creditor of the Company. However, if any court of competent jurisdiction holds that, notwithstanding the provisions of this Agreement, any Member is obligated to return or pay over any part of those distributions, it shall be the obligation of such Member. Any payment returned to the Company or made directly by a Member to a creditor of the Company shall be deemed a Capital Contribution by such Member.

4.03 Reliance by Third Parties. Persons dealing with the Company are entitled to rely conclusively upon the power and authority of the Manager as set forth in this Agreement.

ARTICLE V

COMPENSATION TO THE MEMBERS AND MANAGER

Neither the Members nor the Manager shall receive any compensation directly or indirectly in connection with the formation, operation, and dissolution of the Company except as expressly specified in this Agreement.

ARTICLE VI

COMPANY EXPENSES

6.01 Reimbursement. The Company shall reimburse the Members for all out-of-pocket costs and expenses reasonably incurred by it in connection with the operation and funding of the Company, including any legal fees and expenses.

6.02 Operating Expenses. The Company shall pay the operating expenses of the Company which may include, but are not limited to: (i) all reasonable salaries, compensation and fringe benefits of personnel employed by the Company and involved in the business of the Company; (ii) all costs of funds borrowed by the Company and all taxes and other assessments on the Company's assets and other taxes applicable to the Company; (iii) reasonable legal, audit and accounting fees; (iv) the cost of insurance as required in connection with the business of the Company; (v) reasonable expenses of revising, amending, or modifying this Agreement or terminating the Company; (vi) reasonable expenses in connection with distributions made by the Company, and communications necessary in maintaining relations with Members and outside parties, (vii) reasonable expenses in connection with preparing and mailing reports required to be furnished to Members for investor, tax reporting or other purposes, or other reports to Members; (viii) reasonable costs incurred in connection with any litigation in which the Company is involved, as well as any examination, investigation or other proceedings conducted by any regulatory agency with jurisdiction over the Company, including legal and accounting fees incurred in connection therewith; (ix) property management fees; and (x) reasonable expenses of professionals employed by the Company in connection with any of the foregoing, including attorneys, accountants and appraisers.

ARTICLE VII

ALLOCATION OF INCOME AND LOSS; DISTRIBUTIONS

7.01 Distributions. All Distributions shall be paid to the Initial Member. If there is more than one Member, the Members shall amend this Section 7.01 to reflect the Members' agreement regarding payment of Distributions.

7.02 Allocations of Net Income and Net Losses. Net Income and Net Losses of the Company for each Fiscal Year shall be allocated 100% to the Initial Member. If there is more than one Member, the Members shall amend this Section 7.02 to reflect the Members' agreement regarding allocation of Net Income and Net Losses of the Company.

ARTICLE VIII

ASSIGNMENT OF COMPANY INTERESTS

8.01 Assignment. A Member may assign (whether by sale, exchange, gift contribution, distribution or other transfer, including a pledge or other assignment for security purposes) all or any part of its Company Interest.

8.02 Assignee. Provided the provisions of this Article VIII have been complied with, an Assignee shall be entitled to receive distributions of cash or other property, and allocations of Net Income and Net Losses, from the Company attributable to the assigned Company Interests from and after the effective date of the assignment in accordance with Article VII, but an Assignee shall have no other rights of a Member herein, such as rights to any information, an accounting, inspection of books or records or voting as a Member on matters set forth herein or by law, until such Assignee is admitted as a Member pursuant to the provisions of Article X; except that an Assignee shall have the right solely to receive a copy of the annual financial statements required herein to be provided the Members. The Company shall be entitled to treat the assignor as the absolute owner of the Company Interests in all respects, and shall incur no liability for distributions, allocations of Net Income or Net Losses, or transmittal of reports and notices required to be given to Members which are made in good faith to the assignor until the effective date of the assignment, or, in the case of the transmittal of reports (other than the financial statements referred to above) or notices, until the Assignee is so admitted as a substitute Member. The effective date of an assignment shall be the first day of the calendar month following the month in which the Member has received an executed instrument of assignment in compliance with this Article VIII or the first day of a later month if specified in the executed instrument of assignment. The Assignee shall be deemed an Assignee on the effective date, and shall be only entitled to distributions, Net Income or Net Losses attributable to the period after the effective date of assignment. Each Assignee will inherit the balance of the Capital Account, as of the effective date of Assignment, of the Assignor with respect to the Company Interest transferred.

8.03 Collateral Assignment. Notwithstanding anything to the contrary in the foregoing Section 8.02 and to the extent permitted by the Act, in the event a Member pledges its Company Interest or its Units, or assigns its Company Interests or its Units for security purposes, or

otherwise encumbers its Company Interest or its Units, to a Member's lenders that provide financing to such Member (the "**Lenders**"), (i) such Member may physically deliver the certificate or certificates representing its Units to its Lenders; (ii) the provisions of Article X shall not apply to the admission of any such Lender as a Member upon the exercise by such Lender of any rights and remedies under any of the Member's agreements with such Lender; (iii) such Lender shall be entitled to become a member of the Company and otherwise effect the transfer of the assigning Member's Company Interest and Units to such Lender or such other Person as Lender may select consistent with the terms of the Member's agreements with such Lender upon the exercise by such Lender of any rights and remedies under any of the Member's agreements with such Lender, and such Lender or other Person may thereafter exercise all rights and other entitlements of membership in the Company pertaining thereto, in all cases without being required to comply with the provisions of Article X or to make any required Capital Contributions; and (iv) such Lenders or other Persons to whom the Company Interest or Units are transferred by Lender shall be deemed Members without further action upon the effectiveness of such transfer.

8.04 Other Consents and Requirements. Any assignment, sale, transfer, exchange or other disposition of any Company Interest in the Company or the Units must be in compliance with any requirements imposed by any state securities administrator having jurisdiction over the assignment, sale, transfer, exchange or other disposition of the Company Interest or the Units, and the United States Securities and Exchange Commission.

ARTICLE IX

ISSUANCE OF UNIT CERTIFICATES

9.01 Unit Certificates. Each Member shall be issued a certificate or certificates for Units to denominate such Member's Company Interest. The names of each Member and the number of Units held by such Member, together with the certificate number of each Unit certificate issued to such Member shall be set forth on Exhibit A attached hereto. All certificates shall be signed in the name of the Company by the President and the Chief Financial Officer or Secretary of the Manager, certifying the number of Units owned by the Unit holder. Any or all of the signatures on a certificate may be by facsimile signature.

9.02 Restrictive Legend. In order to reflect the restrictions on disposition of the Units as set forth in this Agreement, the certificates for the Units will be endorsed with a restrictive legend, including without limitation one or both of the following:

"THE UNITS REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY STATE SECURITIES LAWS, AND MAY BE OFFERED AND SOLD ONLY IF SO REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE. THE HOLDER OF THESE UNITS MAY BE REQUIRED TO DELIVER TO THE COMPANY, IF THE COMPANY SO REQUESTS, AN OPINION OF COUNSEL (REASONABLY SATISFACTORY IN FORM AND SUBSTANCE TO THE COMPANY) TO THE EFFECT THAT AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT (OR QUALIFICATION UNDER STATE SECURITIES LAWS) IS AVAILABLE WITH RESPECT TO ANY TRANSFER OF THESE UNITS THAT HAS NOT BEEN SO REGISTERED (OR QUALIFIED).

THE COMPANY WILL FURNISH WITHOUT CHARGE TO EACH HOLDER WHO SO REQUESTS THE POWERS, DESIGNATIONS, PREFERENCES AND RELATIVE RIGHTS OF THE UNITS. THE UNITS EVIDENCED HEREBY ARE SUBJECT TO AN OPERATING AGREEMENT (A COPY OF WHICH MAY BE OBTAINED UPON WRITTEN REQUEST FROM THE COMPANY). FOR ALL PURPOSES, THIS CERTIFICATE AND THE UNITS IT REPRESENTS SHALL BE DEEMED A SECURITY OR SECURITIES GOVERNED BY ARTICLE VIII OF THE UNIFORM COMMERCIAL CODE."

9.03 Additional Legends. If required by the authorities of any state in connection with the issuance of the Units, the legend or legends required by such state authorities shall also be endorsed on all such certificates.

9.04 Lost Certificates. Except as provided in this Section 9.04, no new certificate for Units shall be issued in lieu of an old certificate unless the latter is surrendered to the Company and canceled at the same time. The Company may, in case any Unit certificate or certificates is lost, stolen or destroyed, authorize the issuance of a new certificate in lieu thereof, upon such terms and conditions as the Company may require, including provision for indemnification of the Company sufficient to protect the Company against any claim that may be made against it, including any expense or liability, on account of the alleged loss, theft or destruction of such certificate or the issuance of such new certificate.

9.05 Uniform Commercial Code. For all purposes under this Agreement and any agreement between the Company and its lenders, all of the Company Interests in the Company and the Units issued by the Company representing the same shall be deemed a security or securities governed by Article VIII of the Uniform Commercial Code.

ARTICLE X

ADMISSION OF ASSIGNEE AS MEMBER

10.01 Requirements. An Assignee may not become a Member unless all of the following conditions are first satisfied:

(a) A duly executed and acknowledged written instrument of assignment is filed with the Company, specifying the Company Interest and the Units being assigned and setting forth the intention of the Assignor that the Assignee succeed to Assignor's interest as a substitute Member;

(b) The Assignor and Assignee shall execute and acknowledge any other instruments that the Company deems necessary or desirable for substitution, including the written acceptance and adoption by the Assignee of the provisions of this Agreement;

(c) The admission of the Assignee is approved by the Members;

(d) Payment of a transfer fee to the Company, sufficient to cover all reasonable expenses connected with the substitution; and

(e) Compliance with Article VIII of this Agreement.

10.02 Issuance of Unit Certificates to Assignees. An Assignee shall be issued a certificate or certificates for the Units it acquires upon satisfaction of the requirements set forth in Section 10.01 and compliance with the requirements of Section 9.04.

ARTICLE XI

BOOKS, RECORDS, ACCOUNTING AND REPORTS

11.01 Books and Records. The Company shall maintain at its principal office all of the following:

(a) A current list of the full name and last known business or residence address of each Member set forth in alphabetical order together with the Capital Contributions and Company Interest owned by each Member;

(b) A copy of the Certificate, this Agreement and any and all amendments to either thereof, together with executed copies of any powers of attorney pursuant to which any certificate or amendment has been executed;

(c) Copies of the Company's federal, state and local income tax or information returns and reports, if any, for the six most recent taxable years;

(d) The financial statements of the Company for the six most recent fiscal years;

(e) The Company books and records for at least the current and past three fiscal years.

11.02 Delivery to Members and Inspection.

(a) Upon the request of a Member, the Company shall promptly deliver to the requesting Member a copy of the information required to be maintained by Section 11.01, except for Section 11.01(e).

(b) Each Member, or his duly authorized representative, has the right, upon reasonable request, to each of the following:

(1) Inspect and copy during normal business hours any of the Company records; and

(2) Obtain from the Company, promptly after becoming available, a copy of the Company's federal, state and local income tax or information returns for each year.

(c) The Company shall send to each Member within eighty-five (85) days after the end of each Fiscal Year the information necessary for the Member to complete its federal and state income tax or information returns. The Company shall use its best efforts to send to each Member such information within seventy-five (75) days after the end of each Fiscal Year.

11.03 Annual Statements. The Company shall cause to be prepared for the Members at least annually, at Company expense financial statements of the Company. The financial statements will include a balance sheet, statements of income or loss, cash flows and Members' equity.

11.04 Bank Accounts. The Company shall maintain appropriate accounts at one or more financial institutions for all funds of the Company as determined by the Manager. Such accounts shall be used solely for the business of the Company. Withdrawals from such accounts shall be made only upon the signature of those persons authorized by the Manager.

11.05 Tax Returns. The Manager shall cause any federal, state or local income tax returns of the Company to be prepared and filed on behalf of the Company, and it shall cause copies of such returns to be furnished to each of the Members.

11.06 Disregarded Entity for Federal and State Income and Franchise Tax Purposes. The Initial Member intends that, so long as there is only one Member, the Company shall be treated as a "domestic eligible entity" that is disregarded as an entity separate from its owner (a "**Disregarded Entity**") for federal, state and local income and franchise tax purposes and shall take all reasonable action, including the amendment of this Agreement and the execution of other documents but without changing the economic relationships created by, or the essential terms of, this Agreement, as may be reasonably required to qualify for and receive treatment as a Disregarded Entity for federal income tax purposes.

ARTICLE XII

DESIGNATION OF RIGHTS, AUTHORITIES, POWERS, RESPONSIBILITIES, DUTIES AND LIMITATIONS OF THE MANAGER

12.01 Authority of Manager.

(a) The Manager shall have the exclusive authority to manage the operations and affairs of the Company, shall have the power on behalf and in the name of the Company to carry out any and all of the objects and purposes of the Company, and shall have all authority, rights, and powers conferred by law and those required or appropriate for the management of the Company business.

(b) The Members agree that all determinations decisions and actions made or taken by the Manager in accordance with this Agreement shall be conclusive and absolutely binding upon the Company, the Members and their respective successors, assigns and personal representatives.

12.02 Acts of Manger. The Manager is the agent of the Company for the purpose of its business, and the acts of the Manger in carrying on the usual business of the Company shall bind the Company, unless (1) the Manager has in fact no authority to act on behalf of the Company in the particular matter, and (2) the person with whom the Manager is dealing has knowledge of the fact that the Manager has no such authority.

12.03 Expenses. The Company will pay, or will reimburse the Manager for all costs and expenses incurred by the Manager in connection with the organization and operations of the Company.

12.04 Matters Requiring Consent. Notwithstanding any other provision of this Agreement to the contrary, actions or decisions with respect to any of the following matters shall require the prior written consent of the Initial Member:

(a) amendment of this Agreement, the Certificate or other organizational documents of the Company;

(b) the admission of additional Members to the Company;

(c) the voluntary bankruptcy or entering into receivership of the Company;

(d) the sale or exchange, or other disposition or transfer of all or substantially all of the assets of the Company;

(e) approval of any merger, consolidation, exchange or reclassification of interest or shares involving the Company, or any other form of reorganization or recapitalization involving the Company;

(f) the dissolution or liquidation of the Company other than as set forth in this Agreement; and

(g) any approval by the Company of any assignment or other transfer, whether voluntarily, involuntarily or by operation of law, by any person of such person’s rights, obligations or duties under any agreement between such person and the Company, consent to which by the Initial Member may be given or withheld in the sole and absolute discretion of the Initial Member.

12.05 Officers.

(a) The Manager may appoint officers of the Company at any time. The officers of the Company, if deemed necessary by the Manager may include a president, one or more vice presidents, secretary and one or more assistant secretaries, and chief financial officer (and one or more assistant treasurers). Any individual may hold any number of offices. The officers shall exercise such powers and perform such duties as specified in this Agreement and as shall be determined from time to time by the Manager.

(b) Subject to the rights, if any, of an officer under a contract of employment, any officer may be removed, either with or without cause, by the Manager at any time. Any officer may resign at any time by giving written notice to the Company. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice; and, unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the Company under any contract to which the officer is a party. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in this Agreement for regular appointments to that office.

(c) The president shall be the chief executive officer of the Company, and shall, subject to the control of the Manager, have general and active management of the business of the Company and shall see that all orders and resolutions of the Manager are carried into effect. The president shall have the general powers and duties of management usually vested in the office of president of a corporation, and shall have such other powers and duties as may be prescribed by a Manager or this Agreement. The president shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the Company, except where required or permitted by law to be otherwise signed and executed, and except where the signing and execution thereof shall be expressly delegated by the Manager to some other officer or agent of the Company.

(d) The vice-president, or if there shall be more than one, the vice-presidents in the order determined by the Manager, shall, in the absence or disability of the president, perform the duties and exercise the powers of the president and shall perform such other duties and have such other powers as the Manager may from time to time prescribe.

(e) The secretary shall attend all meetings of the Members, and shall record all the proceedings of the meeting in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The secretary shall give or cause to be given, notice of all meetings of the Members and shall perform such other duties as may be prescribed by the Manager. The secretary shall have custody of the seal, if any, of the Company and the Secretary shall have authority to affix the same to any instrument requiring it, and when so affixed, it may he attested by his or her signature. The secretary shall keep, or cause to be kept at the principal executive office or at the office of the Company’s transfer agent or registrar, as determined by the Manager, all documents described in Section 11.01 and such other documents as may be required under the Act. The secretary shall perform such other duties and have such other authority as may be prescribed elsewhere in this Agreement or from time to time by the Manager. The secretary shall have the general duties, powers and responsibilities of a secretary of a corporation.

(f) The chief financial officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the Company, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, Capital Accounts and Company Interests. The chief financial

officer shall have the custody of the funds and securities of the Company, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company, and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Manager. The chief financial officer shall disburse the funds of the Company as may be ordered by the Manager. The chief financial officer shall perform such other duties and shall have such other responsibility and authority as may be prescribed elsewhere in this Agreement from time to time by the Manager. The chief financial officer shall have the general duties, powers and responsibilities of a chief financial officer of a corporation, and shall be the chief financial and accounting officer of the Company.

ARTICLE XIII

RIGHTS, POWERS AND VOTING RIGHTS OF THE MEMBERS

13.01 Request for Vote. In the event there is more than one Member, any Member holding in the aggregate a Company Interest which equals or exceeds five percent (5%) may call a meeting of the Members for a vote, or may call for a vote without a meeting. In either event, such Member shall establish a date for the meeting on which votes shall be counted and shall mail by first class mail a notice to all Members of the time and place of the Company meeting, if called, and the general nature of the business to be transacted, or if no such meeting has been called, of the matter or matters to be voted and the date which the votes will be counted.

13.02 Procedures. In the event there is more than one Member, each Member shall be entitled to cast one vote for each full Unit held of record by such Member: (i) at a meeting, in person, by written proxy or by a signed writing directing the manner in which he desires that his vote be cast, which writing must be received by the Company prior to such meeting, or (ii) without a meeting, by a signed writing directing the manner in which he desires that his vote be cast, which writing must be received by the Company prior to the date on which the votes of Members are to be counted. Only the votes of Members of record on the notice date, whether at a meeting or otherwise, shall be counted.

13.03 Action By Consent. Notwithstanding anything to the contrary contained in this Article XIII, any action or approval required or permitted by this Agreement to be taken or given by the Initial Member or at any meeting of Members (whether by vote or consent), may be taken or given without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken or approval so given, shall be signed by the Initial Member, or if there is more than one Member, by Members owning Company Interests having not less than the minimum number of votes that would be necessary to authorize or take such action or give such approval at a meeting at which all Members entitled to vote thereon were present and voted. Prompt notice of the taking of any action or the giving of any approval without a meeting by less than unanimous written consent shall be given to those Members who have not consented in writing.

ARTICLE XIV

DISSOLUTION OF THE COMPANY

14.01 Termination of Membership. No Member shall resign from the Company, or take any voluntary action to commence bankruptcy proceedings or dissolve itself. The bankruptcy of a Member shall not be considered a withdrawal by such Member from the Company and such Member shall continue to be a Member of the Company. If any Member ceases to be a Member for any reason, the business of the Company shall be continued by the remaining Members, provided, however, if there are no remaining Members, the successor in interest to the last remaining Member may elect to continue the business.

14.02 Events of Dissolution or Liquidation. The Company shall be dissolved upon the happening of any of the following events:

(a) The failure of the successor-in-interest to the last remaining Member to continue the Company in accordance with the provisions of Section 14.01 hereof after the termination of such Member's membership;

(b) The sale, exchange, or other disposition or transfer of all or substantially all of the assets of the Company;

(c) Upon the unanimous consent of the Members; or

(d) Subject to any provision of this Agreement that limits or prevents dissolution, the happening of any event that, under the Act caused the dissolution of a limited liability company.

14.03 Liquidation. Upon dissolution of the Company for any reason, the Company shall immediately commence to windup its affairs. A reasonable period of time shall be allowed for the orderly termination of the Company business, discharge of its liabilities and distribution or liquidation of the remaining assets so as to enable the Company to minimize the normal losses attendant to the liquidation process. A full accounting of the assets and liabilities of the Company shall be taken and a statement thereof shall be furnished to each Member within thirty (30) days after the dissolution. Such accounting and statements shall be prepared under the direction of the Member or, by a liquidating trustee selected by unanimous consent of the Members. The Company property and assets and/or the proceeds from the liquidation thereof shall be applied in the following order of priority:

(a) First, payment of the debts and liabilities of the Company, in the order of priority provided by law (including any loans by the Members to the Company) and payment of the expenses of liquidation;

(b) Second, setting up of such reserves as the Manager or liquidating trustee may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company or any obligation or liability not then due and payable; provided, however, that any such reserve shall be paid over by the Manager or liquidating trustee to an escrow agent, to be held by such escrow agent for the purpose of disbursing such reserves in payment of such liabilities, and, at the expiration of such escrow period as the Manager or liquidating trustee shall deem advisable but not to exceed one calendar year, to distribute the balance thereafter remaining in the manner hereinafter provided; and

(c) Third, to the Members in accordance with the provisions of Section 7.01.

14.04 Certificate of Cancellation. As soon as possible (but in no event later than 90 days) following the completion of the winding up of the Company, the Manager (or any other appropriate representative of the Company) shall execute a certificate of cancellation in the form prescribed by the Act and shall file the same with the office of the Secretary of State of the State of Delaware.

ARTICLE XV

MISCELLANEOUS

15.01 Severability. If any term or provision of this Agreement is held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of the remainder of this Agreement.

15.02 General. This Agreement: (i) shall be binding on the executors, administrators, estates, heirs and legal successors of the Members and Manager; (ii) be governed by and construed in accordance with the laws of the State of Delaware (without regard to principles of conflict of laws); (iii) may be executed in more than one counterpart as of the day and year first above written; and (iv) contains the entire limited liability company agreement with respect to the Company. The waiver of any of the provisions, terms or conditions contained in this Agreement shall not be considered as a waiver of any of the other provisions, terms or conditions hereof.

15.03 Notices, Etc. All notices and other communications required or permitted hereunder shall be in writing and shall be deemed effectively given upon personal delivery, confirmation of telex or telecopy, or upon the fifth day following mailing by registered mail, postage prepaid, addressed (a) if to any Member at such addresses as set forth on the records of the Company, or at such other address as any Member shall have furnished to the Company in writing, (b) if to the Company or the Manager, at 17777 Center Court Drive, Suite 300, Cerritos, California 90703.

15.04 Amendment. This Agreement may only be modified or amended if approved by all of the Members.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned has adopted this Operating Agreement as of the day and year first set forth above.

MEMBER:

ASPEN YOUTH, INC.,
a California corporation

By: /s/ Tim Dupell
Tim Dupell
Chief Financial Officer and Secretary

ACKNOWLEDGED AND AGREED:

MANAGER:

AYS MANAGEMENT, INC.,
a California corporation

By: /s/ Tim Dupell
Tim Dupell
Chief Financial Officer and Secretary

93-5

State of California

Secretary of State

5—

Form LP

CERTIFICATE OF LIMITED PARTNERSHIP

IMPORTANT—Read instructions on back before completing this form

This Certificate is presented for filing pursuant to Section 15621 California Corporations Code.

1 NAME OF LIMITED PARTNERSHIP

The Camp Recovery Centers, L.P.

2 STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE — CITY AND STATE — ZIP CODE

1111 Middle Avenue — Menlo Park, CA — 94025

3 STREET ADDRESS OF CALIFORNIA OFFICE IF EXECUTIVE OFFICE IS AN ANOTHER STATE — CITY — ZIP CODE

CA

4 COMPLETE IF LIMITED PARTNERSHIP WAS FORMED PRIOR TO JULY 1, 1984 AND IS IN EXISTENCE ON DATE THIS CERTIFICATE IS EXECUTED

THE ORIGINAL LIMITED PARTNERSHIP CERTIFICATE WAS RECORDED ON _____ 19 ____ WITH THE RECORD OF _____ COUNTY. FILE OR RECORDATION NUMBER _____

5. NAMES AND ADDRESSES OF ALL GENERAL PARTNERS. (CONTINUE ON SECOND PAGE, IF NECESSARY)

A. NAME: CRC Recovery, Inc.
ADDRESS: 1111 Middle Avenue
CITY: Menlo Park, STATE: CA ZIP CODE: 94025

C. NAME:
ADDRESS:
CITY: STATE: ZIP CODE:

B. NAME:
ADDRESS:
CITY: STATE: ZIP CODE:

D. NAME:
ADDRESS:
CITY: STATE: ZIP CODE

6. NAME AND ADDRESS OF AGENT FOR SERVICE OF PROCESS:

NAME: Barry W. Karlin
ADDRESS: 1111 Middle Avenue CITY: Menlo Park, STATE: CA ZIP CODE 94025

7 ANY OTHER MATTERS TO BE INCLUDED IN THIS CERTIFICATE MAY BE NOTED BE NOTED ON SEPARATE PAGES AND BY REFERENCE HEREIN ARE A PART OF THIS CERTIFICATE.

NUMBER OF PAGES ATTACHED: 0

8. INDICATE THE NUMBER OF GENERAL PARTNERS SIGNATURES REQUIRED FOR FILING CERTIFICATES OF AMENDMENT, RESTATEMENT, DISSOLUTION, CONTINUATION AND CANCELLATION.

NUMBER OF GENERAL PARTNER(S) SIGNATURE(S) IS/ARE: 1

(PLEASE INDICATE NUMBER ONLY)

9. IT IS HEREBY DECLARED THAT I AM (WE ARE) THE PERSON(S) WHO EXECUTED THIS CERTIFICATE OF LIMITED PARTNERSHIP WHICH EXECUTION IS MY (OUR) ACT AND DEED. (SEE INSTRUCTIONS)

CRC Recovery, Inc.

By: _____
SIGNATURE

Barry W. Karlin, President 9/5/95
POSITION OR TITLE DATE

SIGNATURE

POSITION OR TITLE DATE

SIGNATURE

POSITION OR TITLE DATE

SIGNATURE

POSITION OR TITLE DATE

THIS SPACE FOR FILING OFFICER USE

95 25000014

FILED
In the office of the Secretary of State
of the State of California

SEP 07 1995

Bill Jones
BILL JONES, Secretary of State

10. RETURN ACKNOWLEDGEMENT TO:

NAME: Arthur C. Rinsky
ADDRESS: Gray Cary Ware & Freidenrich
CITY: 400 Hamilton Avenue
STATE: Palo Alto, CA 94301-1825
ZIP CODE:

SEC/STATE REV. 1/93

FORM LP-1 — FILING FEE $70.00
Approved by Secretary of State

State of California
Secretary of State

FILED
In the office of the Secretary of State
of the State of California
DEC 19 2005

AMENDMENT TO CERTIFICATE OF LIMITED PARTNERSHIP

A $30.00 filing fee must accompany this form.
IMPORTANT-- Read Instructions before completing this form.

This Space For Filing Use Only

1. SECRETARY OF STATE FILE NUMBER: 199525000014
2. NAME OF LIMITED PARTNERSHIP: The Camp Recovery Centers, L.P.

3. COMPLETE ONLY THE BOXES WHERE INFORMATION IS BEING CHANGED. ADDITIONAL PAGES MAY BE ATTACHED, IF NECESSARY.

A. LIMITED PARTNERSHIP NAME (END THE NAME WITH THE WORDS "LIMITED PARTNERSHIP" OR THE ABBREVIATION "L.P.")

B. THE STREET ADDRESS OF THE PRINCIPAL OFFICE
ADDRESS
CITY STATE ZIP CODE

C. THE STREET ADDRESS IN CALIFORNIA WHERE RECORDS ARE KEPT
STREET ADDRESS
CITY STATE CA ZIP CODE

D. THE ADDRESS OF GENERAL PARTNER(S)
NAME
ADDRESS
CITY STATE ZIP CODE

E. NAME CHANGE OF A GENERAL PARTNER FROM TO:

F. GENERAL PARTNER(S) CESSATION

G. GENERAL PARTNER ADDED
NAME
ADDRESS
CITY STATE ZIP CODE

H. THE PERSON(S) AUTHORIZED TO WIND UP AFFAIRS OF THE LIMITED PARTNERSHIP
NAME
ADDRESS
CITY STATE ZIP CODE

I. THE NAME OF THE AGENT FOR SERVICE OF PROCESS
National Registered Agents, Inc.

J. IF AN INDIVIDUAL, CALIFORNIA ADDRESS OF THE AGENT FOR SERVICE OF PROCESS
ADDRESS
CITY STATE CA ZIP CODE

K. NUMBER OF GENERAL PARTNERS' SIGNATURES REQUIRED FOR FILING CERTIFICATES OF AMENDMENT, RESTATEMENT, MERGER, DISSOLUTION, CONTINUATION AND CANCELLATION.

L. OTHER MATTERS (ATTACH ADDITIONAL PAGES, IF NECESSARY)

4. NUMBER OF PAGES ATTACHED (IF ANY)

5. I CERTIFY THAT THE STATEMENTS CONTAINED IN THIS DOCUMENT ARE TRUE AND CORRECT TO MY OWN KNOWLEDGE. I DECLARE THAT I AM THE PERSON WHO IS EXECUTING THIS INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED.

SIGNATURE	POSITION OR TITLE	PRINT NAME	DATE
Pamela B. Burke	Secretary of General Partner, CRC Recovery, Inc.	Pamela Burke	12/15/05
SIGNATURE	POSITION OR TITLE	PRINT NAME	DATE

SEC/STATE (REV. 01-03)

FORM LP-2 – FILING FEE: $30.00
Approved by Secretary of State

LP-2

State of California
Secretary of State

Amendment To Certificate of Limited Partnership

FILED
In the office of the Secretary of State
of the State of California
MAR 10 2010

A $30.00 filing fee must accompany this form.
IMPORTANT – Read instructions before completing this form.

This Space For Filing Use Only

File Number

1. SECRETARY OF STATE FILE NUMBER
199525000014

Entity Name (Enter the exact name of the limited partnership.)

2. NAME OF LIMITED PARTNERSHIP
THE CAMP RECOVERY CENTERS, L.P.

Items 3 through 13: Complete ONLY the items to be amended or added by this filing. Attach additional pages, if necessary. Any other matters to be included may be made on an attachment to this certificate. Any attachments are incorporated herein by this reference and made part of this certificate.

Entity Name as Amended (End the name with the words "Limited Partnership" or the abbreviation "LP" or "L.P.")

3. NAME OF LIMITED PARTNERSHIP

Designated Office Address in California

4. ADDRESS	CITY	STATE	ZIP CODE
c/o National Registered Agents, Inc., 2875 Michelle Drive, Suite 100	Irvine	CA	92606

Agent for Service of Process (If the agent is an individual, complete both items 5 and 6. If the agent is a corporation, complete item 5 and leave item 6 blank.)

5. NAME OF AGENT FOR SERVICE OF PROCESS

6. IF AN INDIVIDUAL, ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA	CITY	STATE	ZIP CODE
		CA	

General Partner Information (New Partner, Address Change, Name Change, and/or Dissociation)

	NAME	ADDRESS	CITY	STATE	ZIP CODE
7. New Partner					
8. Address Change					

9. Name Change — FROM: CRC Recovery, Inc. TO: CRC California RD, Inc.

10. General Partner Dissociation — NAME

Dissolution (Item 11 may be checked if the limited partnership has dissolved.)

11. ☐ THE LIMITED PARTNERSHIP IS DISSOLVED.

Authorized Person (Enter the name and address of the person authorized to wind up the affairs of the dissolved limited partnership and check the box in item 13 to confirm the limited partnership is dissolved and does not have a general partner.)

12. NAME	ADDRESS	CITY	STATE	ZIP CODE

13. ☐ THE LIMITED PARTNERSHIP IS DISSOLVED AND DOES NOT HAVE A GENERAL PARTNER.

Execution (This certificate must be signed by at least one general partner unless otherwise provided by law. If additional signature space is necessary, the signatures may be made on an attachment to this certificate.)

14. I DECLARE I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED.

3/10/10
DATE

Pamela B. Burke
SIGNATURE OF GENERAL PARTNER

Pamela B. Burke, Secretary CRC California RD, Inc.
TYPE OR PRINT NAME OF GENERAL PARTNER

SIGNATURE OF GENERAL PARTNER

TYPE OR PRINT NAME OF GENERAL PARTNER

APPROVED BY SECRETARY OF STATE

Exhibit 3.225

THIRD AMENDED AND RESTATED
AGREEMENT OF LIMITED PARTNERSHIP
OF
THE CAMP RECOVERY CENTERS, L.P.
A CALIFORNIA LIMITED PARTNERSHIP

TABLE OF CONTENTS

THIRD AMENDED AND RESTATED
AGREEMENT OF LIMITED PARTNERSHIP
OF
THE CAMP RECOVERY CENTERS, L.P.

THE THIRD AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP (the "Agreement") of The Camp Recovery Centers, L.P., a California limited partnership (the "Partnership"), executed among CRC Recovery, Inc., a Delaware corporation, as General Partner and the Existing Partners, as defined herein, is amended and restated in its entirety effective as of December 15, 1998 (the "Effective Date"), by admitting the persons listed as new December 1998 Investment Limited Partners who have executed counterpart signatures pages in the forms attached as Exhibit C and otherwise restating the Agreement in its entirety as set forth herein.

IN CONSIDERATION OF the terms and conditions contained herein, the Partners agree as follows:

SECTION 1

FORMATION AS LIMITED PARTNERSHIP

1.1 Name and Principal Office. The Partnership was formed as a limited partnership pursuant to the California Revised Limited Partnership Act (the "Act") on September 7, 1995. The business of the Partnership shall continue to be conducted under the name of The Camp Recovery Centers, a California limited partnership. The principal office of the Partnership is located at 1111 Middle Avenue, Menlo Park, California 94025, or at such other place as may be designated in writing by the General Partner.

1.2 Purpose. The purpose of the Partnership is to operate the Camp and Azure Acres, to acquire and operate one or more other alcohol and drug abuse treatment facilities for adults and adolescents and to engage in any and all such activities necessary or incidental to the foregoing.

1.3 Addresses of the Partners.

(a) General Partner. The name and place of business of the General Partner are as follows:

CRC Recovery, Inc.
1111 Middle Avenue
Menlo Park, CA 94025

(b) Limited Partners. The name and address of each of the Limited Partners is set forth on his respective counterpart signature page attached hereto.

1.4 Term of the Partnership. The Partnership commenced as a Limited Partnership on September 7, 1995, and shall continue until December 31, 2015, unless earlier dissolved and terminated in accordance with Section 6 of this Agreement, by operation of law or unless continued by agreement of all the Partners.

1.5 Required Documents.

(a) Partnership Documents. The General Partner shall execute, acknowledge, and cause to be filed, recorded and amended, as necessary, any amendments to the Certificate of Limited Partnership of the Partnership, and any other documents required, pursuant to applicable law.

(b) Other Documents. The Limited Partners shall execute and acknowledge as requested by the General Partner such documents as may be required from time to time in order to reflect any change in the composition of the Partnership or amendment of this Agreement agreed to by the requisite Partners under this Agreement.

SECTION 2

CAPITALIZATION OF THE PARTNERSHIP

2.1 Capital Contributions. The Partners have made or shall make the capital contributions to the Partnership as follows:

(a) General Partner. The General Partner has previously made a capital contribution of Twelve Thousand One Hundred Dollars ($12,100) to the Partnership. The General Partner shall not be required to make any additional Capital Contributions to the Partnership except as set forth in this Section 2.1(a) or in Section 3.3(d).

(b) Limited Partners.

(i) (A) Each person identified as an “Existing Limited Partner” on his counterpart signature page attached hereto in the form of Exhibit A, has previously made a capital contribution in that capacity to the Partnership as set forth on such counterpart signature page.

(B) Each person identified as an “Existing Employee/Contract Limited Partner” on his counterpart signature page, attached hereto in the form of Exhibit B, has previously made a capital contribution to the Partnership as set forth on that counterpart signature page.

(ii) Except as otherwise set forth in this Section 2.1(b)(ii), the General Partner shall hold one or more closings not later than January (each of which is referred to as a “Closing”) of the Partnership upon the acceptance of subscriptions from investors, including any Existing Partner, (each of those investors is referred to hereafter as a “December 1998 New Investment Limited Partner”) for interests as Limited Partners representing in the aggregate not

less than One Million Five Hundred Thousand Dollars ($1,500,000), the "Minimum Amount" and not more than Three Million Dollars ($3,000,000), the "Maximum Amount". No December 1998 New Investment Limited Partner may be admitted subsequent to January 31, 1999 (the "Final Closing"), except as provided in Sections 2.2 or 5 or as otherwise set forth in this Section 2.1(b)(ii), without the consent of the General Partner and a Majority-in-Interest of the Limited Partners. Notwithstanding the foregoing, if December 1998 New Investment Limited Partners have not committed to make aggregate capital contributions to the Partnership equal to the Maximum Amount by January 31, 1999, the General Partner, in its sole discretion, may extend the date of the Final Closing to April 1, 1999. Except as determined in the General Partner's discretion, the minimum subscription from a December 1998 New Investment Limited Partner shall be Fifty Thousand Dollars ($50,000).

(iii) The Capital Contribution of each December 1998 New Investment Limited Partner, will be paid in cash (or in the discretion of the General Partner by contribution of property or cancellation of Partnership indebtedness to such Partner) on or before the Closing at which the December 1998 New Investment Limited Partner is admitted to the Partnership.

2.2 Admission of Substituted or Additional Limited Partners.

(a) The General Partner may without the consent of any Limited Partner admit any Substituted Limited Partner pursuant to Section 5.2 and admit any Additional Limited Partner pursuant to Section 5.3.

(b) The admission of an additional Limited Partner or a Substituted Partner shall not cause dissolution of the Limited Partnership.

2.3 Withdrawal and Return of Capital.

(a) Withdrawal of Capital. A Limited Partner may not withdraw any portion of such Limited Partner's capital contribution to the Partnership except with the prior written consent of the General Partner, or as otherwise specifically provided in this Agreement. Except as provided in this Agreement, the General Partner may not withdraw any portion of the General Partner's capital contribution to the Partnership without the prior consent of a Majority-in-Interest of the Limited Partners.

(b) Return of Capital Not Guaranteed. The General Partner shall not be personally liable for the return of the capital contributions of the Limited Partners, or any portion thereof, except as provided by law or this Agreement.

2.4 Loans to the Partnership. Any permitted loan to the Partnership or permitted advance of money for the benefit of the Partnership made by a Partner (a "Lending Partner") shall not increase the Lending Partner's Capital Account, entitle the Lending Partner to any greater share of Partnership distributions, or subject the Lending Partner to any greater proportion of Partnership Income or Losses. The amount of the loan or advance shall be a debt owed by the Partnership to the Lending Partner bearing interest and on other terms and conditions as are agreed to by the Lending Partner and the General Partner.

2.5 Limitation of Liability. The liability of each Limited Partner for Partnership losses shall in no event exceed, at any time, the aggregate amount of such Limited Partner's required capital contributions to the Partnership. The foregoing shall not limit a Limited Partner's obligation to return Partnership distributions to the extent required by Section 15666 of the Act.

2.6 Percentage Interests. The Partners shall have Units as follows:

Name	Units
General Partner	2400 + (.0002 x Proceeds)
Existing Limited Partners based on their respective Capital Contributions as of December 14, 1998	8400 + (.0007 x Proceeds) - Units allocable to December 1998 New Investment Limited Partners
December 1998 New Investment Limited Partners based on their respective Capital Contributions	1 Unit per $1,000 (minimum of 1,500 and maximum of 3,000)
Employee/Contract Limited Partners	1200 + (.0001 x Proceeds)
Existing Employee/Contract Limited Partners admitted pursuant to this Section 2.6 prior to the Effective Date based on their Units as of December 14, 1998	292.15/484 x [1200 + Proceeds x (1/10,000 - 1/7,000)]

In addition, for any year or part thereof of the Partnership, the General Partner may, but shall not be required to, allocate additional Units calculated as follows: 475.661157 + (Proceeds x 0.000125869) to one or more additional Employee/Contract Limited Partners, other than Dr. Barry W. Karlin and Daniel S. Newby, who perform services for the Partnership or the General Partner in connection with the Partnership's business and who are admitted pursuant to the provisions of Section 5.3. The Percentage Interest of each Partner for any year or part thereof of the Partnership, shall be the percentage determined by dividing the Partner's total Units (as adjusted pursuant to the provisions of this Agreement) by the total Units of all of the Partners for such year or part thereof.

SECTION 3

PARTNERSHIP ACCOUNTING AND DIVISION OF PROFITS

3.1 Fiscal Year/Accounting Method. The fiscal year of the Partnership shall be the calendar year. Contributions by Partners shall be kept in a bank account of the Partnership for the benefit of the Partnership to assure application of such funds for Partnership purposes. The Partnership books shall be kept on the cash or accrual basis as determined by the General Partner. Partnership funds shall not be commingled with the funds of a General Partner or any other person.

3.2 Definitions.

(a) "Affiliate" of a Partner means any person or entity that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with such Partner. For purposes of this Agreement, Barry W. Karlin and Daniel S. Newby shall be considered Affiliates of the General Partner.

(b) "Azure Acres" means the alcohol and drug abuse treatment facility currently operated by the Partnership in Sebastpol, California, known as Azure Acres and any and all related outpatient facilities.

(c) "Camp" means the alcohol and drug abuse treatment facility currently operated by the Partnership in Scotts Valley, California, known as the "Camp" and any and all related outpatient facilities.

(d) "Capital Account" shall be maintained for each Partner. Each Partner's capital account in such capacity shall be:

(i) increased by (1) the aggregate amount of cash contributions to the Partnership in such capacity by such Partner, (2) such Partner's share of Partnership Income in such capacity, (3) the fair market value of property contributed by the Partner in such capacity net of liabilities secured by such property that the Partnership is considered to assume or take subject to under Section 752 of the Code, and (4) the amount of any other upward adjustment to the Partner's capital account required under Treasury Regulation Section 1.704-1(b), or any successor thereto; and

(ii) decreased by (1) cash distributions to such Partner in such capacity from the Partnership (other than to any Partner in repayment of any loan or advance), (2) such Partner's share of Partnership Losses in such capacity, (3) the fair market value of property distributed to the Partner in such capacity by the Partnership net of liabilities secured by such property that such Partner is considered to assume or take subject to under Section 752 of the Code, and (4) the amount of any other downward adjustment to the Partner's capital account required under Treasury Regulation Section 1.704-1(b), or any successor thereto.

For purposes of computing the balance in a Partner's capital account, no credit shall be given for any capital contribution which the Partner is obligated to make until such contribution is actually made. For purposes of this Agreement, a transferee of any part of the interest of a Partner who is admitted as a Partner shall be deemed to have made the capital contributions which were made by the Partner with respect to the interest to which the transferee succeeds and to have received from the Partnership the credits, allocations and charges received from the Partnership by such transferor Partner with respect to the transferred interest.

Notwithstanding any other provision in this Agreement, the capital accounts of the Partners shall be maintained in accordance with Treasury Regulation Section 1.704-1(b), or any successor thereto.

(e) "Capital Contribution" means a contribution made by a Partner to the capital of the Partnership pursuant to Section 2.

(f) "Closing" means the Closing at which one or more New Investment Limited Partners are admitted to the Partnership pursuant to Section 2.1(b)(ii).

(g) "Code" shall mean the Internal Revenue Code of 1986, as amended.

(h) "December 1998 New Investment Partner" means a person who has executed a counterpart signature page in the form attached as Exhibit C.

(i) "Distributable Cash" means any cash of the Partnership available after paying all ordinary and necessary expenses of the Partnership (including the Management Fee) and current amortization of any debt of the Partnership, and after establishing reserves to meet current or reasonably expected obligations of the Partnership and other purposes and uses of the Partnership to the extent the General Partner determines that such reserves are necessary or advisable; provided, however, that Distributable Cash shall not include any cash if the payment of such cash to the Partners would be restricted or prohibited by any note, mortgage, deed of trust or other agreement to which the Partnership is a party or by which the Partnership is bound.

(j) "Effective Date" means December 15, 1998.

(k) "Employee/Contract Limited Partner" means a person who performs services for the General Partner or the Partnership and is allocated one or more Units by the General Partner pursuant to Section 2.6.

(l) "Existing Employee/Contract Limited Partner" means a person who was admitted as an Employee/Contract Limited Partner prior to the Effective Date.

(m) "Existing Limited Partner" means any Limited Partner, admitted to the Partnership prior to the Effective Date other than an existing Employee/Contract Limited Partner.

(n) "Existing Partner" means any Partner admitted to the Partnership prior to the Effective Date.

(o) "Final Closing" has the meaning set forth in Section 2.1(b)(ii).

(p) "Income" and "Losses." The Partnership's "Income" and "Losses" shall be determined as of December 31 or any other year end of each year of the Partnership, and shall be deemed to mean the income and losses of the Partnership for Federal income tax purposes as determined by the General Partner on the advice of the certified public accountant who prepares the Partnership's federal income tax returns. "Income" shall include income exempt from Federal income taxation and "Losses" shall include expenditures described in

Section 705(a)(2)(B) of the Code or treated as such under Treasury Regulation Section 1.704-1(b). Income or Losses upon the disposition of any property contributed to the Partnership shall be determined with respect to the book basis of such property instead of its income tax basis. Any items of gross income allocated pursuant to Sections 3.3(c)(ii) or 3.3(c)(iii) shall be excluded in determining Income or Losses for the year in which allocated.

(q) "Limited Partner" means any person admitted as a Limited Partner.

(r) "Majority-in-Interest of the Limited Partners." A "Majority-in-Interest of the Limited Partners" shall mean as of any date, Limited Partners who hold a majority of the Percentage Interests of all Limited Partners as of that date.

(s) "Maximum Amount" has the meaning set forth in Section 2.1(b)(ii).

(t) "Minimum Amount" has the meaning set forth in Section 2.1(b)(ii).

(u) "Management Fee" has the meaning set forth in Section 4.5.

(v) "Original Existing Partner" means any Partner who held Units on December 31, 1997.

(w) "Partner" means any of the Limited Partners or the General Partners.

(x) "Percentage Interests" has the meaning set forth in Section 2.6.

(y) "Proceeds" means the aggregate Capital Contributions committed to the Partnership by the December 1998 New Investment Limited Partners pursuant to Section 2.1(b)(ii).

(z) "Substituted Limited Partner" has the meaning set forth in Section 5.2.

(aa) "Transfer" means any sale, exchange, transfer, gift, encumbrance, assignment, pledge, mortgage or other hypothecation or disposition, whether voluntary or involuntary; and

(bb) "Units" have the meaning set forth in Section 2.6.

3.3 Allocation of Income and Losses.

(a) Partnership Income. Partnership Income shall be allocated among the Partners as follows:

(i) First to the Partners in proportion to and to the extent of the amount by which the cumulative Loss allocations to them pursuant to first Section 3.3(b)(iii) and then Section 3.3(b)(ii) exceed cumulative income allocations to them pursuant to this Section 3.3(a)(i);

(ii) Next, if such Income is from a sale or disposition of substantially all the assets of the Partnership:

(A) The first One Million One Hundred Eighty Thousand Dollars ($1,180,000) of such Income shall be allocated to the Original Existing Partners in proportion to and to the extent of their respective Units as of December 31, 1997; and

(B) The next Three Million Nine Hundred Eighty-Seven Thousand Dollars ($3,987,000) of such Income shall be allocated to the Existing Partners in proportion to and to the extent of their respective Units as of the date immediately preceding the Effective Date;

(iii) The balance to the Partners in accordance with their Percentage Interests.

(b) Partnership Losses. Partnership Losses shall be allocated among the Partners as follows:

(i) First, to the Partners in proportion to and to the extent of the amount by which the cumulative Income allocations to them pursuant to Section 3.3(a)(iii) exceed the cumulative Loss allocations to them pursuant to this Section 3.3(b)(i);

(ii) Next, to the Partners in proportion to and to the extent of the positive balances in their respective Capital Accounts;

(iii) The balance to the Partners in accordance with their Percentage Interests.

(c) Compliance with Allocation Requirements of the Code.

(i) Allocations of book and tax items with respect to property contributed by any Partner shall be made solely for federal income tax purposes as required by section 704(c) of the Code using the traditional method. Following any revaluation of the Partnership's assets and the adjustment of any Partner's Capital Account pursuant to Treasury Regulation Section 1.704-l(b)(2)(iv)(f) to reflect such revaluation, the Partners' Capital Accounts shall be adjusted for various items as computed for book purposes with respect to such revealed assets as required by Treasury Regulation Section 1.704-1(b) and the Partners' shares of such items as computed for tax purposes with respect to such items shall be determined as required by Treasury Regulation Section 1.701-1(b).

(ii) Any provisions as are required to have a "qualified income" offset within the meaning of Treasury Regulation Section 1.704-l(b)(2)(ii)(d), or any successor thereto, and the provisions of that section defining a qualified income offset are included in this Agreement.

(iii) Notwithstanding any other provision of this Agreement to the contrary, if in any year there is a net decrease in the amount of the Partnership's Minimum Gain (within the meaning of Treasury Regulation section 1.704-2(d)), or any successor thereto, then each Partner shall first be allocated items of gross income for such year equal to that Partner's share of the net decrease in Partnership Minimum Gain (within the meaning of Treasury Regulation section 1.704-2(g)(l), or any successor thereto).

(iv) Any allocations of items of Income or Loss pursuant to Sections 3.3(c)(ii) or (iii) shall be taken into account in computing subsequent allocations of Income or Losses pursuant to Sections 3.3(a) and (b) so that the net amounts of the allocations under this Section 3.3 shall, to the maximum extent possible, be equal to the net amounts that would have been allocated pursuant to this Section 3.3 if there had been no allocations pursuant to Sections 3.3(c)(ii) or (iii).

(v) Notwithstanding anything to the contrary in this Section 3.3, a Limited Partner shall not be allocated any item of Loss under this Agreement, if such allocation would create or increase a deficit balance in such Limited Partner's capital account, reduced by the net adjustments, allocation and distributions described in Treasury Regulation section 1.704-1(b)(2)(ii)(d)(4), (5) and (6), or any successor thereto, which as of the end of the Partnership's taxable year are reasonably expected to be made to such Partner, and increased by the sum of (i) any amount which the Partner is required to restore the Partnership upon liquidation of his interest in the Partnership (or which is so treated pursuant to Treasury Regulation section 1.704- l(b)(2)(ii)(c), or any Successor thereto, and (ii) the Partner's share of the Partnership's Minimum Gain (as determined under Treasury Regulation section 1.704-2(g)(l), or any successor thereto). Any such item of Loss shall instead be allocated solely to the General Partner. Unless otherwise required by Sections 3.3(c)(ii) or (iii), Income otherwise allocable to a Limited Partner under this Section 3.3 from any source (except for allocations required under Sections 3.3(c)(i), (ii) or (iii)) shall first be allocated to the General Partner to the extent and in the proportion that Losses from that source have been reallocated to the General Partner pursuant to this Section 3.3(c)(v).

(d) Negative Capital Account Restoration. If the General Partner has a deficit balance in its capital account following the liquidation of its interest in the Partnership, as determined after taking into account all capital account adjustments for the Partnership taxable year in which such liquidation occurs, the General Partner shall make a capital contribution to the Partnership in the amount of such deficit balance by the end of such taxable year. Any amounts contributed pursuant to this Section 3.3(d) shall, upon liquidation of the Partnership, be paid to the creditors of the Partnership or distributed to the Partners pursuant to Section 6.3(d), below.

(e) Allocations With Respect to Property Distributed in Kind. Except as provided in Section 6.3, any property distributed in kind by the Partnership shall, subject to Section 3.8, be valued at fair market value in good faith by the General Partner and treated as though the property were sold for such value which value shall be treated as Distributable Cash for all purposes of this Agreement. The difference between such value of the property

distributed in kind and its book basis shall be treated as Income or Loss on the sale of the property and shall be credited or charged to the Partners in proportion to their respective shares of Income and Losses pursuant to this Section 3.3 as though actually recognized by the Partnership for Federal income tax purposes.

3.4 Non-Liquidating Distributions.

(a) Distribution of Cash from Operations. Except as provided in Section 3.4(b), Distributable Cash shall be distributed to the Partners in accordance with their respective Percentage Interests.

(b) Distributions of Cash from a Sale or Other Disposition of the Partnership's Assets. Distributable Cash from the sale or other disposition of substantially all of the Partnership's assets shall be distributed to the Partners as provided in Section 6.3(d).

(c) In Liquidation of a Partner's Interest. Any distribution made to a Partner as a result of the liquidation of such Partner's interest in the Partnership within the meaning of Treasury Regulation Section 1.761-1(d), which liquidation is not a result of dissolution of the Partnership, shall be made in accordance with the positive capital account balances of the Partners, as determined after taking into account all capital account adjustments for the Partnership fiscal year during which such liquidation occurs through the date of such liquidation (other than those adjustments due to distributions pursuant to this Section 3.4(c)), by the end of such year or, if later, within 90 days after the date of such liquidation.

3.5 Partnership Records. The General Partner shall maintain, or cause to be maintained, appropriate books, records, and reports (including monthly financial statements to the extent available) for the Partnership in which each Partnership transaction shall be entered fully and accurately. All Partnership books, records, income tax returns and reports for the then-current and six (6) previous fiscal years (including monthly financial statements to the extent available), together with executed copies of this Agreement, the Certificate of Limited Partnership, and amendments to any of these documents, shall be maintained at the Partnership's principal office and shall be available during reasonable business hours for inspection by any Partner (or the Partner's representative). Each Partner shall have the right to make copies of any of the Partnership documents at his own expense.

3.6 Partnership Reports and Tax Information. The General Partner shall deliver to each Partner, within ninety (90) days after the end of each taxable year of the Partnership all information necessary for the preparation of each Partner's state and Federal income tax returns. Unaudited financial statements of the Partnership prepared by a certified public accountant selected by the General Partner will be sent by the General Partner to the Partners within 120 days after the end of the Partnership's fiscal year and may be sent by the General Partner to the Partners within 60 days after the end of each calendar quarter.

3.7 Tax Matters Partner. The General Partner shall be the "tax matters" partner for the purposes of the Code.

3.8 Valuation of Distributions in Kind. Any distribution in kind shall be valued at fair market value as determined by the General Partner. If a Majority-in-Interest of the Limited Partners disagrees as to any such fair market value within fifteen (15) days of notice of such value from the General Partner, they as a group and the General Partner as a group shall each appoint an appraiser within fifteen (15) days of their written notice to the General Partner of such disagreement. If either group fails to complete such appointment of an appraiser within said fifteen (15) days then that group shall be deemed to have waived its right to make an appointment and the value established by the appraiser timely appointed (or the value established by the General Partner if a Majority-in-Interest of the Limited Partners as a group fail to timely appoint its appraiser) shall be the fair market value of the property at issue.

If the two appraisers are timely appointed, they shall within thirty (30) days of the apppintment of the last of them make a determination of the value of the property at issue and report to the Partners their independent findings. If there is not more than a five percent (5%) differential between the two appraisals (treating the value established by the lower appraisal as one hundred percent (100%), then the fair market value of such property will be the average of the two appraisals. If the two appraisals vary by more than five percent (5%) (treating the value established by the lower appraisal as on hundred percent (100%)), then the two appraisers will within thirty (30) days of the appointment of the last of them choose a third appraiser to make a final value determination which value shall be an amount not higher than the highest of or lower than the lowest of the two appraisals. If the two appraisers cannot agree on the third appraiser within such thirty (30) day period, the third appraiser shall on the request of either group be selected by the presiding Judge of the Superior Court of Santa Clara County in California.

SECTION 4

ADMINISTRATIVE PROVISIONS

4.1 Power of Limited Partners.

No Limited Partner shall take part in the management or control of the Partnership business, except as otherwise provided in this Agreement.

4.2 Management by the General Partner.

The General Partner shall exercise control and management of the business and assets of the Partnership. The General Partner shall devote such time and attention to the Partnership and shall diligently perform those duties as are reasonably necessary to manage effectively the Partnership and the Property.

The General Partner shall have the power to perform acts necessary or appropriate for the efficient management of the Partnership. Without limiting the general powers conferred on the General Partner, the powers of the General Partner in carrying out the purpose of the Partnership shall include the right to do any or all of the following:

(a) To do such acts and incur such expenses on behalf of the Partnership as may be necessary or advisable in connection with the conduct of the Partnership affairs;

(b) To engage such independent agents, attorneys, accountants, custodians and consultants as may be necessary or advisable to conduct the affairs of the Partnership, provided that the compensation to be paid by the Partnership to such persons is not in excess of normal and reasonable rates for the services performed and that the Partnership shall pay Dr. Barry W. Karlin and Daniel S. Newby an investment banking fee of 2% of the Proceeds in connection with the offering of Units to the December 1998 New Investment Limited Partners to be paid as soon as funds become available to pay that fee after the last Closing at which December 1998 New Investment Limited Partners are admitted to the Partnership pursuant to Section 2.1(b)(ii);

(c) To receive, buy, sell, exchange, trade and otherwise deal in and with securities and other property of the Partnership;

(d) To open, conduct and close cash accounts with brokers on behalf of the Partnership and pay the customary fees and charges applicable to transactions in all such accounts;

(e) To open, maintain and close bank accounts and custodial accounts for the Partnership and draw checks and other orders for the payment of money;

(f) To file, on behalf of the Partnership, all required local, state and Federal tax returns and other documents relating to the Partnership;

(g) To commence or defend litigation that pertains to the Partnership or any Partnership assets, to prosecute, settle or compromise claims against third parties, to settle or compromise claims against the Partnership and to execute all documents and make all representations, admissions and waivers which are necessary or advisable in connection therewith;

(h) In the normal course of the Partnership's business, to borrow money, guarantee the obligations of others or incur lease obligations;

(i) To enter into, make and perform all contracts, agreements and other undertakings, and to do such other acts as may be necessary or advisable for, or as may be incidental to, carrying out the purpose of the Partnership as set forth in Section 1.2;

(j) To, in the General Partner's discretion, on behalf of the Partnership, make or revoke any election referred to in the Code, including the election described in Section 754 of the Code or any comparable provision of Federal or state law enacted in lieu thereof. Upon request, each of the Partners shall supply the information necessary to properly give effect to any such election;

(k) Purchase, at the expense of the Partnership, liability and other insurance and to take any and all actions, including the purchase of put options, as the General Partner deems reasonably necessary to protect the Partnership's investments, properties and business;

and

(1) To select the certified public accountant for the Partnership.

(m) To assume and exercise all powers and responsibilities granted a general partner by the laws of the State of California, except as limited by this Agreement.

4.3 Financial Disclosures. The General Partner shall furnish any financial data with respect to the General Partner reasonably required in connection with carrying out the Partnership's purpose.

4.4 Reimbursement of the Partners. All expenses of the Partnership shall be billed to and paid directly by the Partnership. Reimbursement of the Partners shall be allowed only for reimbursement of the actual cost of goods, materials or services provided for the exclusive benefit of the Partnership.

4.5 Fees and Expenses.

(a) From and after the time the Partnership commences operations, the Partnership shall pay to the General Partner a management fee (the "Management Fee") equal to between eight percent (8%) and twelve percent (12%) (as determined annually by the Board of Directors of the General Partner) of the Partnership's income from operations (before interest and any applicable taxes) as determined by the certified public accountant retained by the Partnership, except that the Management Fee is presently set at ten percent (10%) and will be reviewed and set annually by the Board of Directors of the General Partner. The Management Fee shall be paid to the General Partner quarterly, within thirty (30) days of the end of the calendar quarter for which the Management Fee has accrued.

(b) All expenses incurred in good faith pursuant to this Agreement for the benefit of the Partnership by or with the consent of the General Partner, including expenses of formation of the Partnership shall be paid by the Partnership.

4.6 Competing Ventures. During the term of the Partnership as set forth in Section 1.4, neither the General Partner, nor any Affiliate of the General Partner shall engage in any other commercial ventures which compete with the business of the Partnership if such commercial venture is located within a one hundred (100) mile radius of the location of the Partnership's principal office as set forth in Section 1.1 of this Agreement.

SECTION 5

TRANSFER OF A PARTNERSHIP INTEREST

5.1 Compliance With This Agreement.

(a) Limited Partners.

(i) Procedure for Transfers.

(A) No Limited Partner (the "Selling Partner") may, except as allowed under Section 5.1(a)(ii), sell, assign, pledge, or otherwise transfer his Partnership interest without the approval of the General Partner.

(ii) Allowed Transfers. The provisions of Section 5.1(a)(i) shall not apply to either any transfer by a Limited Partner to himself under declaration of trust, to a family member by outright gift, testamentary disposition or under declaration of trust, or to a transfer from a Partner which is a trust to the beneficiaries of that trust.

(b) General Partner. The General Partner shall not Transfer its interest in the Partnership without the prior written consent of a Majority-in-Interest of the Limited Partners. No sale, transfer or assignment of the General Partner's interest in violation of this Agreement shall be valid or effective.

5.2 Substituted Limited Partner. The transferee of the ownership interest of a Limited Partner permitted under Section 5.1(a) may only become a substituted partner ("Substituted Partner") if the following conditions are satisfied:

(a) Execute Documents. The transferor and the Substituted Partner shall properly execute documents or instruments which the General Partner may determine to be necessary or desirable to effect such transfer, including written acceptance, ratification and approval of all of the terms and conditions of this Agreement and its amendments.

(b) Pay or Assume All Obligations. The transferor shall: (i) have performed and paid all obligations owed to the Partnership or the General Partner, (ii) pay all reasonable expenses connected with admission of the Substituted Partner to the Partnership and (iii) cause the Substituted Partner to assume all obligations of the transferor to the Partnership.

(c) Compliance With Securities Laws. The transfer of the ownership interest of the transferor shall not, to the reasonable satisfaction of the General Partner, violate any state or federal securities or other law.

(d) Consent of the General Partner. The prior written consent of the General Partner to such substitution must be obtained by the transferor, the granting or denial of which shall be in the General Partner's sole discretion. The transfer of an ownership interest by a Limited Partner shall not require the consent of any other Limited Partner.

5.3 Additional Employee/Contract Limited Partners. Notwithstanding the foregoing, the General Partner, from time to time, shall be entitled to issue additional Units to one or more Employee/Contract Limited Partners as set forth in Section 2.6, upon terms and conditions determined by the General Partner in its sole discretion.

5.4 Removal of the General Partner. The General Partner may be removed upon a vote by Limited Partners holding two-thirds (2/3) of the Percentage Interests of all Limited Partners.

SECTION 6

DISSOLUTION/TERMINATION OF PARTNERSHIP

6.1 Dissolving Events. The Partnership shall be dissolved upon the occurrence of any of the following events:

(a) Expiration of the Partnership term;

(b) Sale or other transfer of substantially all of the assets of the Partnership;

(c) Consent of the General Partner and a Majority-ln-Interest of the Limited Partners to dissolve; or

(d) The occurrence of an event described in Section 15642(c) of the Act to a General Partner, except as provided in Section 6.2 of this Agreement.

6.2 Successor General Partner.

(a) If the General Partner ceases to be a general partner pursuant to Section 15642 of the Act, a special meeting of the Partners shall be called by written notice to each Partner and shall be held within ninety (90) days after the event which causes the Partnership not to have a General Partner. If Limited Partners holding two-thirds (2/3) of the Percentage Interests of all Limited Partners elect to continue the affairs of the Partnership, the Limited Partners shall elect a new General Partner as set forth in Section 4.1 (b). If Limited Partners holding two-thirds (2/3) of the Percentage Interests of all Limited Partners do not elect to continue the affairs of the Partnership, a Majority-in-Interest of the Limited Partners shall elect a Liquidating Partner who shall cause the Partnership to be dissolved and terminated in accordance with Section 6.3 of this Agreement. Written consent of a Partner to continuation or dissolution of the Partnership and election of a new General Partner or the Liquidating Partner shall be counted as a vote at such special meeting.

(b) A General Partner may retire or withdraw as a General Partner only with the prior written consent of Limited Partners holding two-thirds (2/3) of the Percentage Interests of all Limited Partners.

(c) If a General Partner ceases to be a general partner pursuant to Section 15642 of the Act or Section 5.4 of this Agreement, such General Partner's interest shall become an interest as a Limited Partner with the same share of Income, Losses and right to distributions of the Partnership as before the General Partner ceased to be a General Partner and with all the rights of a Limited Partner pursuant to this Agreement.

6.3 Winding Up of the Partnership.

(a) Upon dissolution of the Partnership, the Liquidating Partner who shall be the General Partner (unless the dissolution occurs because the General Partner ceases to be the general partner pursuant to Section 15642 of the Act, in which case the Liquidating Partner shall be selected by the Partners as set forth in Section 6.2 of this Agreement), shall wind up the affairs of the Partnership, liquidate the Partnership assets, and pay the debts, liabilities and claims against the Partnership. The Partnership shall engage in no further business other than as may be necessary to wind up the business of the Partnership and to distribute Partnership assets. The Liquidating Partner shall establish any reserves which he may deem reasonable necessary for the payment of any contingent or unforeseen obligation of the Partnership.

(b) Distributions in liquidation may be made in cash or in kind, or partly in cash and partly in kind. Distributions in kind shall be subject to reasonable conditions and restrictions necessary or advisable in the discretion of the Liquidating Partner in order to preserve the value of the property or other assets so distributed.

(c) The Income and Losses of the business during the period of dissolution shall be divided among or borne by the Partners in accordance with the provisions of Section 3.3 of this Agreement. Any property distributed in kind in the liquidation shall be valued at fair market value by the Liquidating Partner, and treated as though the property were sold for such value and the cash proceeds were distributed as provided in Section 3.3(e).

(d) The proceeds from the liquidation of Partnership assets shall be applied and distributed by the end of the Partnership fiscal year in which liquidation occurs (or, if later, within 90 days after the date of such liquidation) according to the following order:

(i) To creditors of the Partnership, including repayment of any indebtedness owing to the Partners, in the order of priority as provided by law;

(ii) To the Partners in proportion to and to the extent of the remaining positive balances in the capital accounts of each of them after taking into account all allocations and distributions for the Partnership fiscal year during which such liquidation occurs through the date of such liquidation (other than adjustments due to distributions pursuant to this Section 6.3(d)(iii)); and

(iii) Any remaining balance, to the Partners according to their Percentage Interests.

6.4 Incorporation.

(a) Upon approval of the General Partner and a Majority-in-Interest of the Limited Partners, each Partner will transfer all of the Partner's right, title and interest in the Partnership to a corporation (the "Corporation") in exchange for its stock in a transaction (hereinafter the "Section 351 Transaction") intended to qualify under Section 351 of the Code. In the event the requisite approval of the Partners has been received, the Partnership shall pay any and all organizational, legal and accounting expenses and filing fees incurred in connection with the Section 351 Transaction.

(b) In the event the requisite approval of the Partners has been received as required by Section 6.4(a), the Corporation shall issue its stock in the Section 351 Transaction as follows [the following assumes that in the 351 Transaction any stock to be issued by the Corporation would be issued only to the Limited Partners and the General Partner (or its shareholders)]:

(i) The Limited Partners, as a group, shall receive voting stock of the Corporation which, immediately after the Section 351 Transaction, will represent that percentage of the Corporation's outstanding voting stock allocable to the Partnership which is equal to the aggregate Percentage Interests of the Limited Partners at the time of the Section 351 Transaction. This voting stock will be allocated among the Limited Partners in accordance with their respective Percentage Interests at the time of the Section 351 Transaction.

(ii) The General Partner shall receive voting stock of the Corporation which, immediately after the Section 351 Transaction, will represent that percentage of the Corporation's outstanding voting stock allocable to the Partnership which is equal to the Percentage Interest of the General Partner at the time of the Section 351 Transaction.

(iii) The voting stock issued to each of the Partners shall also have such liquidation and other rights, preferences and terms and conditions as are determined by the General Partner in its discretion as necessary to reflect to reflect the interests of the Partners as if the Partnership had sold its assets as of the date of the Section 351 Transaction.

(c) In the event the requisite approval of the Partners has been received as required by Section 6.4(a), any Partner which is a corporation may, in lieu of causing the transfer of its interest in the Partnership to the Corporation in the Section 351 Transaction, cause all of its respective shareholders (but not less than all of such shareholders) to transfer all of their shares of stock in the Partner to the Corporation in the 351 Transaction. In that event, the shareholders of the Partner shall receive for such transfer collectively the stock that the Partner would have been entitled to receive through the Partnership if the interest of the Partner in the Partnership had been transferred to the Corporation in the Section 351 Transaction.

SECTION 7

LIABILITY AND INDEMNIFICATION OF THE GENERAL PARTNER

7.1 Liability.

(a) General. The General Partner shall not be individually liable for the return of any contribution made to the Partnership by the Limited Partners. In the absence of fraud, gross negligence, material breach of fiduciary duties, or willful misconduct by the General Partner, the General Partner shall not be liable to the Partnership or the Limited Partners for any act or omission concerning the Partnership business.

(b) Uninsured Losses. While the Partnership may carry insurance, there are certain risks which are uninsurable or not insurable on terms which are believed by the General Partner to be economical. The General Partner shall not be individually liable for any losses sustained by the Partnership with respect to such risks.

7.2 Indemnification. In the absence of fraud, gross negligence, material breach of fiduciary duty, or willful misconduct on the part of a General Partner, any Affiliate of the General Partner, or any employee or agent of the General Partner or the General Partner's Affiliate, the Partnership shall indemnify and hold each of them harmless from and against any loss, expense, damage or injury suffered or sustained by any of them by reason of any acts, omissions, or alleged acts or omissions arising out of any activity performed in good faith on behalf of the Partnership.

This indemnification shall include, but not be limited to: (i) payment of reasonable attorneys' fees and other expenses incurred in settling any claim or threatened action or incurred in any finally-adjudicated legal proceeding, and (ii) the removal of any liens affecting any property of the General Partner, the General Partner's Affiliate, or any employee or agent of the General Partner or the General Partner's Affiliate. Any liens affecting any property of the General Partner, the General Partner's Affiliate, or any employees or agent of the General Partner, or the General Partner's Affiliate, shall be deemed, until paid, a debt of the Partnership to such entity and shall be repaid in full before any distributions are made to the Partners pursuant to this Agreement.

SECTION 8

POWER OF ATTORNEY

Each Limited Partner irrevocably constitutes and appoints the General Partner and its Affiliates as such Limited Partner's true and lawful attorney-in-fact, with full power and authority in such Partner's name, place and stead, to do any or all of the following:

(a) To execute, record and file all documents and instruments including an amendment of this Agreement, which may be necessary or appropriate to provide for the admission of any Limited Partner pursuant to this Agreement;

(b) To make any transfer provided for in Section 6.4;

(c) To execute any amendments to this Agreement approved in accordance with the terms of Section 9.3; and

(d) Document the admission of any December 1998 New Investment Limited Partner pursuant to Section 2.1(b)(ii) and the admission of any additional Employee/Contract Limited Partner pursuant to Section 5.3.

It is expressly understood and agreed by the Partners that the foregoing power of attorney is coupled with an interest, shall be irrevocable, and shall survive the transfer by any Partner of the whole or any portion of such Partner's Partnership interest. This power of attorney shall not be affected by the disability of a Limited Partner.

SECTION 9

GENERAL PROVISIONS

9.1 Special Meetings. Subject to the provisions of the Act, the General Partner may call a special meeting of all Partners at any reasonable time on not less than ten, nor more than 60 days' written notice.

9.2 Entire Agreement. This Agreement contains the entire understanding among the Partners and supersedes any prior written notice or oral agreement between them respecting the Partnership, and there are no representations, agreements, arrangements, or understandings, oral or written, among the Partners relating to the Partnership which are not fully expressed in this Agreement.

9.3 Amendments. Except as otherwise provided herein, this Agreement is subject to amendment only with the written consent of the General Partner and a Majority-in-Interest of the Limited Partners. All questions with respect to the interpretation of this Agreement and the rights and liabilities of the Partners shall be governed by the laws of the State of California as they are applied to contracts entered into between residents of California to be performed entirely within California.

9.4 Severability. In the event any one or more of the provisions of this Agreement are determined to be invalid or unenforceable, such provision or provisions shall be deemed severable from the remainder of this Agreement and shall not cause the invalidity or unenforceability of the remainder of this Agreement.

9.5 Counterparts. This Agreement may be executed in any number of counterparts and when so executed, all of such counterparts shall constitute a single instrument binding upon all parties notwithstanding the fact that all parties are not signatory to the original or to the same counterpart.

9.6 Survival of Rights. Subject to the restrictions against unauthorized assignment or and be binding upon each Partner and his or her heirs, devises, legatees, personal representatives, successors, and assigns.

9.7 Additional Documents. Each Partner agrees to execute and deliver to the General Partner any additional documents and instruments which the General Partner deems necessary or desirable to carry out the provisions of this Agreement or the business of the Partnership.

9.8 Arbitration and Attorney's Fees. Any controversy of claim arising out of or relating to this Agreement, the Partnership or the Partners' rights or duties shall be settled by binding arbitration in Santa Clara County, California. Such arbitration shall be in accordance with the rules of the American Arbitration Association, and judgment upon the award may be entered in any court of competent jurisdiction. The prevailing Partner or Partners in such arbitration and any ensuing legal action shall be reimbursed by the Partner or Partners who do not prevail for their reasonable attorneys', accountants' and' experts' fees and the costs of such actions.

9.9 Notices. Any notice shall be in writing and shall be deemed duly given when personally delivered to the Partner to whom it is directed, or in lieu of such personal service, when deposited in the United States mail, registered or certified mail, postage prepaid, to the address set forth in Section 1.3 for such Partner, or to any other address of which all Partners are notified in writing.

9.10 Gender. As used in this Agreement the masculine, feminine or neuter gender and the singular or plural number will be construed to include the others unless the context indicated otherwise.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CRC Recovery, Inc., as General Partner

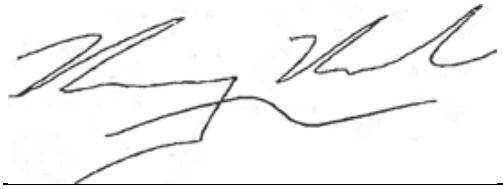
By: 

EXHIBIT A
EXISTING LIMITED PARTNER COUNTERPART SIGNATURE PAGE FOR
THIRD AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP OF
THE CAMP RECOVERY CENTERS, L.P.

I understand that the signature(s) subscribed below together with the signatures on the counterpart pages will be attached to the Partnership Agreement, by which I agree to be legally bound.

I declare under penalty of perjury that the foregoing is true and correct.

I. SIGNATURE FOR LIMITED PARTNER

_____
(Signature)

_____
(Print Name)

_____
(Signature of Limited Partner, if any)

_____
(Print Name of Limited Partner, if any)

Date: _____

or

I. SIGNATURE FOR LIMITED PARTNER OTHER THAN AN INDIVIDUAL

_____
(Print Name of Limited Partner)

_____
(Signature of Representative)

_____
(Print Name of Person Signing)

_____
(Title)

Date: _____

Capital Contribution:
$_____ in cash

EXHIBIT B
EXISTING EMPLOYEE/CONTRACTOR LIMITED PARTNER COUNTERPART
SIGNATURE PAGE FOR THIRD AMENDED AND RESTATED AGREEMENT OF
LIMITED PARTNERSHIP OF THE CAMP RECOVERY CENTERS, L.P.

I understand that the signature(s) subscribed below together with the signatures on the counterpart pages will be attached to the Partnership Agreement, by which I agree to be legally bound.

I declare under penalty of perjury that the foregoing is true and correct.

Date: _____, 199__

_____
Type or Print Name(s) of Limited Partner(s)

Address: _____

_____

_____

By CRC Recovery, Inc., as Attorney-in-fact:

By: _____

EXHIBIT C
DECEMBER 1998 NEW INVESTMENT LIMITED PARTNER COUNTERPART
SIGNATURE PAGE FOR THIRD AMENDED AND RESTATED AGREEMENT OF
LIMITED PARTNERSHIP OF THE CAMP RECOVERY CENTERS, L.P.
A CALIFORNIA LIMITED PARTNERSHIP

I understand that the signature(s) subscribed below as a Limited Partner will be attached to the Partnership Agreement, together with signatures of other Limited Partners.

I declare under penalty of perjury that the foregoing is true and correct.

I. SIGNATURE FOR INDIVIDUAL SUBSCRIBER:

_____
(Signature)

_____
(Print Name)

_____
(Signature of Joint Subscriber, if any)

_____
(Print Name of Joint Subscriber, if any)

Date: _____

or

II. SIGNATURE FOR SUBSCRIBER OTHER THAN AN INDIVIDUAL

_____
(Print Name of Subscriber)

_____
(Signature of Representative)

_____
(Print Name of Person Signing)

_____
(Title)

Date: _____

Capital Contribution:
$_____ in cash

Exhibit 3.232

ARTICLES OF INCORPORATION

OF

TRANSCULTURAL HEALTH DEVELOPMENT, LTD.

I.

The name of this corporation is TRANSCULTURAL HEALTH DEVELOPMENT, INC.

II.

The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

III.

The name and address in the State of California of this corporation's initial agent for service of process is:

WILLIAM MARSHALL
2800 Neilson Way, #1708
Santa Monica, CA 90405

IV.

This corporation is authorized to issue only one class of shares of stock; and the total number of shares which this corporation is authorized to issue is One Hundred Thousand (100,000).

Dated: August 27, 1981

/s/ William Marshall
WILLIAM MARSHALL, Incorporator

I hereby declare that I am the person who executed the foregoing Articles of Incorporation, which execution is my act and deed.

/s/ William Marshall
WILLIAM MARSHALL, Incorporator

Exhibit 3.233

BY – LAWS

OF

TRANSCULTURAL HEALTH DEVELOPMENT, LTD.

ARTICLES I.

OFFICES

Section 1. PRINCIPAL EXECUTIVE OFFICE. The principle executive office of the corporation shall be located at such place as the board of directors shall from time to time determine.

Section 2. OTHER OFFICES. Other offices may at any time be established by the board of directors or the chief executive officer at any place or places where the corporation is qualified to do business.

ARTICLE II.

MEETING OF SHAREHOLDERS

Section 1. PLACE OF MEETINGS. All meetings of shareholders shall be held at the principal executive office of the corporation or any other place within or without the State of California which may be designated either by the board of directors or by the shareholders in accordance with these by-laws.

Section 2. ANNUAL MEETINGS. The annual meetings shall be the forum at which directors shall be elected and any other business may be transacted which is within the powers of the shareholders. If the date set forth in these by-laws falls upon a legal holiday, then such annual meeting of shareholders shall be held at the same time and place on the next day thereafter ensuing which is not a legal holiday. The annual meeting of shareholders shall be held on the 19th day of September, of each year, at the hour of 9:00 A.M. or at such other date and time as shall be designated from time to time by the board of directors or by the shareholders in accordance with these by-laws.

Section 3. SPECIAL MEETINGS. Special meeting of the shareholders may be called by a majority of the board, the chairman of the board, the president , the holders of shares entitled to cast not less than 10 percent of the votes at the meeting, or corporate counsel.

Section 4. NOTICE OF MEETING - WAIVER OF NOTICE.

(a) Whenever shareholders are required or permitted to take any action at a meeting of the shareholders called by a majority of the board of directors, a written notice of the meeting shall be given not less than 10 nor more than 60 days before the date of the meeting to each shareholder entitled to vote thereat. Such notice shall state the place, date, and hour of the meeting and

(1) in the case of a special meeting, the general nature of the business to be transacted, and no other business may be transacted, or

(2) in the case of the annual meeting, those matters which the board, at the time of the mailing of the notice, intends to present for action by the shareholders, but subject to the provisions of subdivision (f) any proper matter may be presented at the meeting for such action. The notice of any meeting at which directors are to be elected shall include the names of nominees intended at the time of the notice to be presented by management for election.

(b) Notice of a shareholders' meeting or any report shall be given either personally or by mail or other means of written communication, addressed to the shareholder at the address of such shareholder appearing on the books of the corporation or given by the shareholder to the corporation for the purpose of notice; or if no such address appears or is given, at the place where the principal executive office of the corporation is located or by publication at least once in a newspaper of general circulation in the county in which the principal executive office is located. The notice or report shall be deemed to have been given at the time when delivered personally or deposited in the mail or sent by other means of written communication. An affidavit of mailing of any notice or report in accordance with the provisions of this division, executed by the secretary, assistance secretary or any transfer agent, shall be prima facie evidence of the giving of the notice or report.

If any notice or report addressed to the shareholder at the address of such shareholder appearing on the books of the corporation is returned to the corporation by the United States Postal Service marked to indicate that the United States Postal Service is unable to deliver the notice or report to the shareholder at such address, all future notices or reports shall be deemed to have been duly given without further mailing if the same shall be available for the shareholder upon written demand of the shareholder at the principal executive office of the corporation for a period of one year from the date of the giving of the notice or report to all other shareholders.

(c) Upon request in writing to the chairman of the board, president, vice president or secretary by any person (other than the board) entitled to call a special meeting of shareholders, the officer forthwith shall cause notice to be given to the shareholders entitled to vote that a meeting will be held at time requested by the person or persons calling the meeting, not less than 35 nor more than 60 days after the receipt of the request. If the notice is not given within 20 days after receipt of the request, the persons entitled to call the meeting may give the notice or the superior court of the proper county shall summarily order the giving of the notice, after notice to the corporation giving it an opportunity to be heard. The procedure provided in subdivision (c) of

Section 305 of the California Corporations Code Shall apply to such application. The court may issue such orders as may be appropriate, including without limitation, orders designating the time and place of the meeting, the record date for determination of shareholders entitled to vote and the form of notice.

(d) When a shareholders' meeting is adjourned to another time or place, unless the bylaws otherwise require and except as provided in this subdivision, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting the corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than 45 days or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each shareholder of record entitled to vote at the meeting.

(e) The transactions of any meeting of shareholders, however called and noticed , and wherever held, are as valid as through had at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy, and if, either before or after the meeting, each of the persons entitled to vote, not present in person or by proxy, signs a written waiver of notice or a consent to the holding of the meeting or an approval of the minutes thereof. All such waivers, consent and approvals shall be filed with the corporate records or made a part of the minutes of the meeting. Attendance of a person at a meeting shall constitute a waiver of notice of and presence at such meeting, except when the person objects, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened and except that attendance at a meeting is not a waiver of any right to object to the consideration of matters required by this division to be included in the notice but not so included, if such objection is expressly made at the meeting. Neither the business to be transacted at nor the purpose of any regular or special meeting of shareholders need be specified in any written waiver of notice, consent to the holding of the Meeting or approval of the minutes thereof, unless otherwise provided in the articles or bylaws, except as provided in subdivision (f).

(f) Any shareholder approval at a meeting, other than unanimous approval by those entitled to vote, pursuant to Section 310, 902, 1201, 1900 or 2007 of the California Corporations Code shall be valid only if the general nature of the proposal so approved was stated in the notice of meeting or in any written waiver of notice.

Section 5. QUORUM. The presence in person or by proxy of the holders of a majority of the shares entitled to vote at any meeting shall constitute a quorum for the transaction of business. The shareholders present at a duly called or held meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal of enough shareholders to leave less than a quorum, if any action taken (other than adjournment) is approved by at least a majority of the shares required to constitute a quorum.

Section 6. ADJOURNED MEETINGS AND NOTICE THEREOF. Any shareholders' meeting, annual or special, whether or not a quorum is present, may be adjourned from time to time by vote of a majority of the shares the holders of which are either present in person or by proxy thereat, but in the absence of a quorum, no other business may be transacted at any such meeting, except as provided in Section 4 of this ARTICLE II.

When any shareholders' meeting, either annual or special, is adjourned for forty-five (45) days or more, or if after the adjournment a new record date is fixed for the adjourned meeting, notice of the adjourned meeting shall be given to each shareholder of record entitled to vote at the adjourned meeting as in the case of an original meeting. Except as set forth in this section 6 of ARTICLE II, it shall not be necessary to give any notice of an adjourned meeting or of the business to be transacted at an adjourned meeting, other than by announcement of the time and place thereof at the meeting in which such adjournment is taken.

Section 7. VOTING. At all meetings of shareholders, every shareholder entitled to vote small have the right to vote in person or by proxy the number of shares standing in the name of such shareholder on the tock records of the corporation on the record date for such meeting. Shares held by an administrator, executor, guardian, conservator, custodian, trustee, receiver, pledgee, minor, corporation or fiduciary or held by this corporation or a subsidiary of this corporation in a fiduciary capacity or by two or more persons shall be voted in the manner set forth in Sections 702, 703 and 704 of the General Corporation Law. Shares of this corporation owned by this corporation or a subsidiary (except shares held in a fiduciary capacity) shall not be entitled to vote. Unless a record date for voting purposes is fixed pursuant to Section 1 of ARTICLE V of these bylaws, then only persons in whose names shares entitled to vote stand on the stock records of the corporation at the close of business on the business day next preceding the day on which notice is given or, if notice is waived, at the close of business on the business day next preceding the day on which the meeting is held, shall be entitled to vote at such meeting, and such day shall be the by viva, voce or by ballot; provided, however , that all elections for directors must be by ballot upon demand made by a shareholder at any election and before the voting begins. If a quorum is present at the beginning of the meeting, except with respect to the election of the directors (and subject to the provisions of Section 5 of this ARTICLE II should shareholders withdraw thereafter) the affirmative vote of the majority of the shares represented at the meeting and entitled to vote on any matter shall be the act of the shareholders and shall decide any question properly brought before the meeting, unless the vote of a greater number of voting by classes is required by the General Corporation Law or the Articles of Incorporation, in which case the vote so required shall govern and control the decision of such question. Subject to the provisions of the next sentence, at all elections of directors of the corporation, each shareholder shall be entitled to cumulate his votes and give one candidate a number of votes equal to the number of directors to be elected multiplied by the number of votes to which his shares are entitled or to distribute his votes on the same principle amount as many candidates as he shall think fit. No shareholder shall be entitled to cumulate his votes unless the name of the candidate or candidates for whom such votes would be cast has been placed in nomination prior to the voting and any shareholder has given notice at the meeting priori to the voting or such a shareholder's intention to cumulate his votes. The candidates receiving the highest number of votes up to the number of directors to be elected shall be in fact elected.

Section 8. WAIVER OF NOTICE AND CONSENT OF ABSENTEES. The proceedings and transactions of any meeting of shareholders, either annual or special, however called and noticed and wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy, and if, either before or after the meeting, each of the persons entitled to vote, not present in person or by proxy, signs a written waiver of notice or a consent to the holding of such meeting, or an approval of minutes thereof. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person objects, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened and except that attendance at a meeting is not a waiver of any right to object to the consideration of matters required by law or these bylaws to be included in the notice but which was not so included, if such objection is expressly made at the meeting, provided however, that any person making such objection at the beginning of the meeting or to the consideration of the matters required to be but not included in the notice may orally withdraw such objection at the meeting or thereafter waive such objection by signing a written waiver thereof or a consent to the holding of the meeting or the consideration of the matter or an approval of the minutes of the meeting. Neither the business to be transacted at nor the purpose of any annual or special meeting of shareholders need be specified in any written waiver of notice except that the general nature of the proposals specified in subsections (a) through (e) of section 4, of this ARTICLE II, shall be so stated. All such waivers, consents or approvals shall be filled with the corporate records or made a part of the minutes of the meeting.

Section 9. ACTION WITHOUT A MEETING. Directors may be elected without a meeting by a shareholder consent in writing, setting forth the action so taken, signed by all of the person who would be entitled to vote for the election of directors, or without notice except as hereinafter set forth, a director may be elected at any time to fill a vacancy not filled by the directors by the written consent of persons holding a majority of the outstanding shares entitled to vote for the election of directors.

Any other action which, under any provision of the General Corporation Law may be taken at any annual or special meeting of the shareholders, may be taken without a meeting, and without notice except as hereinafter set forth, if a consent in writing, setting forth the action so taken, is signed by the holders of outstanding shares having not loss than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. This consent in writing requires that the consents of all shareholders entitled to vote have been solicited in writing.

(a) Notice of any proposed shareholder approval of, (i) a contract or other transaction between the corporation and one or more of its directors of any corporation, firm or association in which one or more of its directors has a material financial interest or is also a director, (ii) indemnification of an agent of the corporation as authorized by Section 16, of Article III, of these bylaws, (iii) a reorganization of the corporation as defined in Section 181

of the General Corporation Law, or (iv) the contribution of shares, obligations or securities of any other corporation or assets other than money which is not in accordance with the liquidation rights of preferred shares if the corporation is in the process of winding up, without a meeting by less than unanimous written consent, shall be given at least ten days before the consummation of the action authorized by such approval; and

(b) Prompt notice shall be given of the taking of any other corporate action approved by shareholders without a meeting by less than unanimous written consent, to those shareholders entitled to vote who have not consented in writing. Such notices shall be given in the manner and shall be deemed to have been given as provided in Section 4 of ARTICLE II of these bylaws.

Unless, as provided in Section 1 of ARTICLE V of these bylaws, the board of directors has fixed a record date for the determination of shareholders entitled to notice of and to give such written consent, the record date for such determination shall be the day on which the first written consent is given. All such written consents shall be filed with the secretary of the corporation.

Any shareholder giving a written consent, or the shareholder's proxyholders, or a transferee of the shares or a personal representative of the shareholder or their respective proxyholders, may revoke the consent by a writing received by the corporation prior to the time that written consents of the number of shares required to authorize the proposed action have been filed with the secretary of the corporation, but may not do so thereafter. Such revocation is effective upon its receipt by the secretary of the corporation.

Section 10. PROXIES. Every person entitled to vote or execute consents shall have the right to do so either in person or by an agent or agents authorized by a written proxy executed by such person or the duly authorized agent of such person and filled with the secretary of the corporation, or the persons appointed as inspectors of election or such other person as may be designated by the board of directors or the chief executive officer to receive proxies; provided, that no such proxy shall be valid after the expiration of eleven months from the date of its execution, unless the shareholder executing it specifies therein the length of time for which such proxy is to continue in force. Every proxy duly executed continues in full force and effect until revoked by the person executing it prior to the vote pursuant thereto. Except as otherwise provided by law, such revocation may be effected by attendance at the meeting and voting in person by the person executing the proxy or by a writing stating that the proxy is revoked or by a proxy bearing a later date executed by the person executing the proxy and filed with the secretary of the corporation or the persons appointed as inspectors of election or such other persons as may be designated by the board of directors or the chief executive officer to receive proxies.

Section 11. INSPECTORS OF ELECTION. In advance of any meeting of shareholders, the board of directors may appoint any persons as inspectors of election to act at such meeting or any adjournment thereof. If inspectors of election are not so appointed, or if any persons so appointed fail to appear or refuse to act, the chairman of any such meeting may, and on the request of any shareholder or his proxy shall, make such appointment at the meeting. The number of inspectors shall be either one or three. If appointed at a meeting on the request of one or more shareholders or proxies, the majority of shares represented in person or by proxy shall determine whether one or three inspectors are to be appointed.

The inspectors of election shall determine the number of shares outstanding and the voting power of each, the shares represented at the meeting, the existence of a quorum and the authenticity, validity and effect of proxies, receive votes, ballots or consents, hear and determine all challenges and questions in any way arising in connection with the right to vote, count and tabulate all votes or consents, determine when the polls shall close, determine the results and do such acts as may be proper to conduct the election or vote with fairness to all shareholders. In the determination of the validity and effect of proxies the dates contained on the forms of proxy shall presumptively determine the order of execution of the proxies, regardless of the postmark dates on the envelopes in which they are mailed.

The inspectors of election shall perform their duties impartially, in good faith, to the best of their ability and as expeditiously as is practical. If there are three inspectors of election, the decision, act or certificate of a majority is effective in all respects as the decision, act or certificate of all. Any report or certificate made by the inspectors of election is prima facie evidence of the fact stated therein.

ARTICLE III

DIRECTORS

Section 1. POWERS. Subject to the General Corporation Law and any limitations in the articles of incorporation relating to action requiring shareholder approval, and subject to the duties of directors as prescribed by the bylaws, the business and affairs of the corporation shall be managed and all corporate powers shall be exercised by or under the direction of the board of directors.

Section 2. NUMBER AND QUALIFICATIONS OF DIRECTORS. The Board of Directors shall hereby be composed of 5 directors. After the issuance of shares, this number may be changed only by an amendment to the articles of incorporation or the bylaws approved by the affirmative vote or written consent of a majority of the outstanding shares entitled to vote. If the number of directors is or becomes five or more, an amendment of the articles of incorporation or the bylaws reducing the authorized number of directors to less than five cannot be adopted if the votes cast against its adoption at a meeting or the shares not consenting in the case of action by written consent are equal to more than 16-2/3 percent of the outstanding shares entitled to vote. Directors need not be residents of the State of California nor shareholders of the corporation.

Section 3. ELECTION AND TERM OF OFFICE. The directors shall be elected at each annual meeting of shareholders, but if any such annual meeting is not held or the directors are not elected at any annual meeting, the directors may be elected at any special meeting of shareholders held for that purpose, or at the next annual meeting of shareholders held thereafter. Each director shall hold office at the pleasure of the shareholders until the next annual meeting of shareholders and until his successor has been elected and qualified or until his earlier resignation or removal or his office has been declared vacant in the manner provided in these bylaws.

Section 4. RESIGNATION AND REMOVAL OF DIRECTORS. Any director may resign effective upon giving written notice to the chairman of the board, the president, the secretary or the board of directors of the corporation, unless the notice specifies a later time for the effectiveness of such resignation, in which case such resignation shall be effective at the time specified. Unless such resignation specifies otherwise, its acceptance by the corporation shall not be necessary to make it effective. The board of directors may declare vacant the office of a director who has been declared of unsound mind by an order of court or convicted of a felony. Any or all of the directors may be removed without cause if such removal is approved by the affirmative vote of a majority of the outstanding shares entitled to vote provided that no director may be removed (unless the entire board is removed) when the votes cast against removal (or, if such action is taken by written consent, the shares held by persons not consenting in writing to such removal) would be sufficient to elect such director if voted cumulatively at an election at which the same total number of votes were cast (or, if such action is taken by written consent, all shares entitled to vote were voted) and entire number of directors authorized at the time of the director's most recent election were then being elected. No reduction of the authorized number of directors shall have the effect of removing any director before his term of office expires.

Section 5. VACANCIES. Vacancies on the board of directors (except vacancies created by the removal of a director) may be filled by a majority of the directors then in office, whether or not less than a quorum, or by a sole remaining director, and each director elected in this manner shall hold office until the next annual meeting of shareholders and until a successor has been elected and qualified or until his earlier resignation or removal or his office has been declared vacant in the manner provided in these by-laws. A vacancy or vacancies on the board of directors shall exist on the death, resignation or removal of any director, or if the board declares vacant the office of a director if he is declared of unsound mind by an order of court or is convicted of a felony, or if the authorized number of directors is increased, or if the shareholders fail to elect the full authorized number of directors to be voted for at any shareholders meeting at which an election of directors is held. The shareholders may elect a director at any time to fill any vacancy not filled by the directors or which occurs by reason of the removal of a director. Any such election by written consent of shareholders shall require the consent of majority of the outstanding shares entitled to vote. If the resignation of the director states that it is to be effective at a future time, a successor may be elected to take office when the resignation becomes effective.

Section 6. PLACE OF MEETINGS. Regular and special meetings of the board of directors shall be held at any place within or without the State of California which has been designated in the notice or written waiver of notice of the meeting, or, if not stated in the notice or waiver of notice or there is no notice, designated by resolution of the board of directors or, either before or after the meeting, consented to in writing by all members of the board who were not present at the meeting. If the place of a regular or special meeting is not designated in the notice or waiver of notice or fixed by a resolution of the board or consented to in writing by all members of the board not present at the meeting, it shall be held at the corporation's principal executive office.

Section 7. REGULAR MEETINGS. Immediately following each annual shareholders' meeting, the board of directors shall hold a regular meeting to elect officers and transact other business. Such meeting shall be held at the same place as the annual meeting or such other place as shall be fixed by the board of directors. Other regular meeting of the board of directors shall be held at such times and place as are fixed by the board. Call and notice of regular meeting of the board of directors shall not be required and is hereby dispensed with.

Section 8. SPECIAL MEETINGS. Special meetings of the board of directors for any purpose or purposes may be called at any time by the chairman of the board, the president, any vice president, the secretary, any assistant secretary or any two directors. Notice of the time and place of special meetings shall be delivered personally or by telephone or telegraph or sent to the director by mail. In case notice is given by mail or telegram, it shall be sent, charges prepaid, addressed to the director at his address appearing on the corporate record, or if it is not on these record or is not readily ascertainable, at the place where the meetings of the directors are regularly held. If notice is delivered personally or given by telephone or telegraph, it shall be given or delivered to the telegraph office at least 48 hours before the meeting. If notice is mailed, it shall be deposited in the United States mail at least four days before the meeting. Such mailing, telegraphing or delivery, personally or by telephone, as provided in this Section, Shall be due, legal and personal notice to such director.

Section 9. QUORUM. A majority of the authorized number of director shall constitute a quorum of the board for the transaction of business, except to adjourn a meeting under Section 11. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present is the act of the board of directors, unless the vote of a greater number or the same number after disqualifying one or more directors from voting, is required by law, the articles of incorporation or these by-laws. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of directors, provided that any action taken is approved by at least a majority of the required quorum for such meeting.

Section 10. WAIVER OF NOTICE OR CONSENT. The transactions of any meeting of the board of director, however called and noticed or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum is present and if, either before or after the meeting, each of the directors not present or who, though present, has prior to the meeting or at its commencement, protested the lack of proper notice to him, signs a written waiver of notice, or a consent to holding the meeting, or an approval of the minutes of the meeting. All such waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meeting. A notice or waiver of notice need not specify the purpose of any regular or special meeting of the board of directors. Notice of a meeting need not be given to any director who signs a waiver of notice, whether before or after the meeting, or who attends the meeting without protesting, prior to or at its commencement, the lack of notice to such director.

Section 11. ADJOURNMENT. A majority of the directors present, whether or not a quorum is present, may adjourn any meeting to another time and place. If the meeting is adjourned for more than 24 hours, notice of the adjournment to another time or place shall be given prior to the time of the adjourned meeting to the directors who were not present at the time of the adjournment.

Section 12. MEETING BY CONFERENCE TELEPHONE. Members of the board of directors may participate in a meeting through use of conference telephone or similar communications equipment, so long as all members participating in such meeting can hear one another. Participation by directors in a meeting in the manner provided in this Section constitutes presence in person at such meeting.

Section 13. ACTION WITHOUT A MEETING. Any action required or permitted to be taken by the board of directors may be taken without a meeting, if all members of the board shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the board. Such action by written consent shall have the same force and effect as a unanimous vote of such directors.

Section 14. FEES AND COMPENSATION. Directors and members of committees shall receive neither compensation for their services as directors or members of committees or reimbursement for their expenses incurred as directors or members of committees unless those payments are fixed by resolution of the board. Directors and members of committees may receive compensation and reimbursement for their expenses incurred as officers, agents or employees of or for other services performed for the corporation as approved by the chief executive officer without authorization, approval or ratification by the board.

Section 15. COMMITTEES. The board of directors may, at its discretion, by resolution adopted by a majority of the authorized number of directors, designate one or more committees, each of which shall be composed of two or more directors, to serve at the pleasure of the board.

The board may designate one or more directors as alternative members of any committee, who may replace any absent member at any meeting of the committee. The board may delegate to any such committee, to the extent provided in such resolution, any of the board's powers and authority in the management of the corporation's business and affairs, except with respect to:

(a) the approval of any action for which the General Corporation Law or the articles of incorporation also requires approval by the shareholders;

(b) the filling of vacancies on the board of directors or any committee;

(c) the fixing of compensation of directors for serving on the board or on any committee;

(d) the amendment or repeal of by-laws or the adoption of new by-laws;

(e) the amendment or repeal of any resolution of the board which by its express terms is not so amendable or repealable;

(f) a distribution to the shareholders of the corporation, except at a rate or in a periodic amount or within a price range determined by the board;

(g) the authorization of the issuance of shares; and

(h) the appointment of other committees of the board or the members thereof.

The board may prescribe appropriate rules, not inconsistent with these by-laws, by which proceedings of any such committee shall be conducted. The provisions of these by-laws relating to the calling of meetings of the board, notice of meetings of the board and waiver of such notice, adjournments of meetings of the board, written consents to board meetings and approval of minutes, action by the board by consent in writing without a meeting, the place of holding such meetings, meetings by conference telephone or similar communications equipment, the quorum for such meetings, the vote required at such meetings and the withdrawal of directors after commencement of a meeting shall apply to committees of the board and action by such committees. In addition, any member of the committee designated by the board as the chairman or as secretary of the committee or any two members of a committee may call meetings of the committee. Regular meetings of any committee may be held without notice if the time and place of such meetings are fixed by the board of directors or the committee.

Section 16. INDEMNIFICATION OF AGENTS.

(a) For the purpose of this section, "agent" means any person who is or was a director, officer, employee or other agent of this corporation, or is or was serving at the request of this corporation as a director, officer, employee or agent of another foreign or domestic

corporation, partnership, joint venture, trust or other enterprise, or was a director, officer, employee or agent of a foreign or domestic corporation which was a predecessor corporation of this corporation or of another enterprise at the request of such predecessor corporation; "proceeding" means any threatened, pending or completed action or proceeding, whether civil, criminal, administrative or investigative; and "expense" includes, without limitation, attorneys' fees and any expenses of establishing a right to indemnification under subdivision (d) or subdivision (e)(3) of this Section.

(b) This corporation shall indemnify any person who was or is a party or is threatened to be made a party to any proceeding (other than an action by or in the right of this corporation) by reason of the fact that such person is or was an agent of this corporation, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of this corporation and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful. The termination of any proceeding by judgment, order settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in the best interests of this corporation or that the person had reasonable cause to believe that the person's conduct was unlawful.

(c) This corporation shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action by or in the right of this corporation to procure a judgment in its favor by reason of the fact that such person is or was an agent of this corporation, against expenses actually and reasonably incurred by such person in connection with the defense or settlement of such action if such person acted in good faith, in a manner such person believed to be in the best interests of this corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. No indemnification shall be made under this subdivision (c):

(1) In respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to this corporation in the performance of such person's duty to this corporation, unless and only to the extent that the court in which such action was brought shall determine upon application that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for the expenses which such court shall determine;

(2) Of amounts paid in settling or otherwise disposing of a threatened or pending action, with or without court approval; or

(3) Of expenses incurred in defending a threatened or pending action which is settled or otherwise disposed of without court approval.

(d) To the extent that an agent of this corporation has been successful on the merits in defense of any proceeding referred to in subdivision (b) or (c) or in defense of any claim, issue or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.

(e) Except as provided in subdivision (d), any indemnification under this Section shall be made by this corporation only if authorized in the specific case, upon a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in subdivision (b) or (c), by:

(1) A majority vote of a quorum consisting of directors who are not parties to such proceeding;

(2) Approval or ratification by the affirmative vote of a majority of the shares of this corporation entitled to vote represented at a duly held meeting at which a quorum is present or by the written consent of the holders of a majority of the outstanding shares entitled to vote. For such purpose, the shares owned by the person to be indemnified shall not be considered outstanding or entitled to vote thereon; or

(3) The court in which such proceeding is or was pending, upon application made by this corporation or the agent or the attorney or other person rendering services in connection with the defense, whether or not such application by the agent, attorney or other person is opposed by this corporation.

(f) Expenses incurred in defending any proceeding may be advanced by this corporation prior to the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the agent to repay such amount unless it shall be determined ultimately that the agent is entitled to be indemnified as authorized in this Section.

(g) Nothing contained in this Section shall affect any right to indemnification to which persons other than directors and officers of this corporation or any subsidiary hereof may be entitled by contract or otherwise.

(h) No indemnification or advance shall be made under this Section, except as provided in subdivision (d) or subdivision (e)(3); in any circumstance where it appears:

(1) That it would be inconsistent with a provision of the articles of incorporation, a resolution of the shareholders or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or

(2) That it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

(i) Upon and in the event of a determination by the board of directors of this corporation to purchase such insurance, this corporation shall purchase and maintain insurance on behalf of any agent of the corporation against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such whether or not this corporation would have the power to indemnify the agent against such liability under the provisions of this Section.

ARTICLE IV

OFFICERS

Section 1. OFFICERS. The officers of the corporation shall be a chairman of the board or a president, or both, a secretary and a chief financial officer. The corporation may also have, at the discretion of the board of directors, one or more vice presidents, one or more assistant secretaries, one or more assistant treasurers and such other officers as may be appointed in accordance with the provisions of Section 3 of this Article IV. Any two or more offices may be held by the same person.

Section 2. ELECTIONS. The officers of the corporation, except such officers as may be appointed in accordance with the provisions of Section 3 or Section 5 of this Article IV, shall be chosen annually by the board of directors, and each such officer shall serve at the pleasure of the board of directors until the regular meeting of the board of directors following the annual meeting of shareholders and until his successor is elected and qualified or until his earlier resignation or removal.

Section 3. OTHER OFFICERS. The board of directors may appoint, and may empower the chairman of the board or the president or both of them to appoint, such other officers as the business of the corporation may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in the by-laws or as the board of directors may from time to time determine.

Section 4. REMOVAL AND RESIGNATION. Any officer may be removed with or without cause either by the board of directors or, except for an officer chosen by the board, by any officer upon whom the power of removal may be conferred by the board (subject, in each case, to the rights, if any, of an officer under any contract of employment). Any officer may resign at any time upon written notice to the corporation (without prejudice however, to the rights, if any of the corporation under any contract to which the officer is a party). Any such resignation shall take effect upon receipt of such notice or at any later time specified therein. If the resignation is effective at a future time, a successor may be elected to take office when the resignation becomes effective. Unless a resignation specifies otherwise, its acceptance by the corporation shall not be necessary to make it effective.

Section 5. VACANCIES. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in a manner prescribed in the by-laws for regular appointments to the office.

Section 6. CHAIRMAN OF THE BOARD. The board of directors may, in its discretion, elect a chairman of the board, who, unless, otherwise determined by the board of directors, shall preside at all meetings of the board of directors at which he is present and shall exercise and perform any other poweres and duties assigned to him by the board or prescribed by the by-laws. If office of president is vacant, the chairman of the board shall be the general manager and chief executive officer of the corporation and shall exercise the duties of the president as set forth in Section 7.

Section 7. PRESIDENT. Subject to any supervisory powers, if any, that may be given by the board of directors or the by-laws to the chairman of the board, if there be such an officer, the president shall be the corporation's general manager and chief executive officer and shall, subject to the control of the board of directors, have general supervision, direction and control of the business, affairs and officers of the corporation. Unless otherwise determined by the board of directors, he shall preside as chairman at all meetings of the shareholders, and in the absence of the chairman of the board, or if there be none, at all meetings of the board of directors. He shall have the general powers and duties of management usually vested in the office of president of a corporation; shall have any other powers and duties that are prescribed by the board of directors or the by-laws; and shall be primarily responsible for carrying out all orders and resolutions of the board of directors.

Section 8. VICE PRESIDENTS. In the absence or disability of the chief executive officer, the vice presidents in order of their rank as fixed by the board of directors, or if not ranked, the vice president designated by the board of directors, or if there has been no such designation, the vice president designated by the chief executive officer, shall perform all the duties of the chief executive officer, and when so acting, shall have all the powers of, and be subject to all the restrictions on, the chief executive officer. Each vice president shall have any of the powers and perform any other duties that from time to time may be prescribed for him by the board of directors or the by-laws or the chief executive officer.

Section 9. SECRETARY. The secretary shall keep or cause to be kept a book of minutes of all meetings and actions by written consent of all directors, shareholders and committees of the board of directors. The minutes of each meeting shall state the time and place that it was held and such other information as shall be necessary to determine whether the meeting was held in accordance with law and these by-laws and the actions taken thereat. The secretary shall keep or cause to be kept at the corporation's principal executive office, or at the office of its transfer agent or registrar, a record of the shareholders of the corporation, giving the names and addresses of all shareholders and the number and class of shares held by each. The secretary shall give, or cause to be given, notice of all meetings of shareholders, directors and committees required to be given under these by-laws or by law, shall keep or cause the keeping of the corporate seal in safe custody and shall have any other powers and perform any other duties that are prescribed by the board of directors or the by-laws or the chief executive officer. If the secretary refuses or fails to give notice of any meeting lawfully called, any other officer of the corporation may give notice of such meeting. The assistant secretary, or if there be more than one, any assistant secretary, may perform any and all of the duties and exercise any or all of the powers of the secretary unless prohibited from doing so by the board of directors, the chief executive officer or the secretary, and shall have such other powers and perform any other duties as are prescribed for him by the board of directors or the chief executive officer.

Section 10. CHIEF FINANCIAL OFFICER. The chief financial officer shall keep and maintain , or cause to be kept and maintained , adequate and correct books and records of account. The chief financial officer shall cause all money and other valuables in the name and to the credit of the corporation to be deposited at the depositories designated by the board of directors or any person authorized by the board of directors to designate such depositories. He shall render to the chief executive officer and board of directors, when either of them request it, an account of all his transactions as chief financial officer and of the financial condition of the corporation; and shall have any other powers and perform any other duties that are prescribed by the board of directors or the by-laws or the chief executive officer. The assistant treasurer, or if there be more than one , any assistant treasurer, may perform any or all of the duties and exercise any or all of the powers of the chief financial officer unless prohibited from doing so by the board of directors, the chief executive officer or the chief financial officer, and shall have such other powers and perform any other duties as are prescribed for him by the board of directors, the chief executive officer or the chief financial officer.

ARTICLE V

MISCELLANEOUS

Section 1. RECORD DATE. The board of directors may fix a time in the future as a record date for the determination of the shareholders entitled to notice of and to vote at any meeting of shareholders or entitled to give consent to corporate action in writing without a meeting, to receive any report, to receive payment of any dividend or other distribution, or allotment of any rights, or to exercise rights in respect to any change, conversion, or exchange of shares or any other lawful action. The record date so fixed shall be not more than sixty days nor less than ten days prior to the date of such meeting, nor more than sixty days prior to any other action for the purposes of which it is fixed. When a record date is so fixed, only shareholders of record on that date are entitled to notice of and to vote at any such meeting, to give consent without a meeting, to receive any report, to receive a dividend, distribution, or allotment of rights, or to exercise the rights, as the case may be, notwithstanding any transfer of any shares on the books of the corporation after the record date, except as otherwise provided in the articles of incorporation or by-laws.

Section 2. INSPECTION OF CORPORATE RECORDS. The books of account, record of shareholders, and minutes of proceedings of the shareholders and the board and committees of the board of this corporation shall be open to inspection upon the written demand on the corporation of any shareholder or holder of a voting trust certificate at any time during usual business hours, for a purpose reasonably related to such holder's interests as a shareholder or as the holder of such voting trust certificate. Such inspection by a shareholder or holder of a voting trust certificate may be made in person or by agent or attorney, and the right of inspection includes the right to copy and make extracts.

A shareholder or shareholders holding at least five percent in the aggregate of the outstanding voting shares of the corporation or who hold at least one percent of such voting shares and have filed a schedule 14B with the United States Securities and Exchange Commission relating to the election of directors of the corporation shall have (in person or by agent or attorney) the absolute right to inspect and copy the record of shareholders' names and addresses and shareholdings during usual business hours upon five business days' prior written demand upon the corporation and to obtain from the transfer agent for the corporation, upon written demand and upon the tender of its usual charges, 2 list of the shareholders' names and addresses ,who are entitled to vote for the election of directors, and their shareholdings, as of the most recent record date for which it has been compiled or as of a date specified by the shareholder subsequent to the date of demand. The list shall be made available on or before the later of five business days after the demand is received or the date specified therein as the date as of which the list is to be compiled.

Every director shall have the absolute right at any reasonable time to inspect and copy all books, records and documents of every kind and to inspect the physical properties of this corporation and any subsidiary of this corporation. Such inspection by a director may be made in person or by agent or attorney and the right of the inspection includes the right to copy and make extracts.

Section 3. CHECKS, DRAFTS, ETC. All checks, drafts, or other orders for payment of money, notes or other evidences of indebtedness, issued in the name of or payable to the corporation, shall be signed or endorsed by such person or persons and in such manner as, from time to time, shall be determined by resolution of the board of directors. The board of directors may authorize one or more officers of the corporation to designate the person or persons authorized to sign such documents and the manner in which such documents shall be signed.

Section 4. ANNUAL AND OTHER REPORTS. The statutory requirement that the board of directors cause an annual report to be sent to shareholders is hereby waived.

A shareholder or shareholders holding at least five percent of the outstanding shares of any class of the corporation may make a written request to the corporation for an income statement of the corporation for the three-month, six-month or nine-month period of the current fiscal year ended more than thirty days prior to the date of the request and a balance sheet of the corporation as of the end of such period . In addition, if no annual report for the last fiscal year has been sent to shareholders, shareholder or shareholders holding at least five percent of the outstanding shares of any class of the corporation may make a written request to the corporation for an annual report for the last fiscal year, which annual report shall contain a balance sheet as of the end of such fiscal year and an income statement and statement of charges in financial position for such fiscal year, accompanied by any report thereon of independent accountants or, if there is no such report, the certificate of an authorized officer of the corporation that such statements were prepared without audit from the books and records of the corporation. The statements shall be delivered or mailed to the person making the request within thirty days thereafter. A copy of such statements shall be kept on file in the principal executive office of the corporation for twelve months and they shall be exhibited at all reasonable times to any shareholder demanding an examination of them or a copy shall be mailed to such shareholder.

The corporation shall, upon the written request of any shareholder ,mail to the shareholder a copy of the last annual, semi-annual or quarterly income statement which it has prepared and a balance sheet as of the end of the period.

The quarterly income statements and balance sheets referred to in this section shall be accompanied by the report thereon, if any, of any independent accountants engaged by the corporation or the certificate of an authorized officer of the corporation that such financial statements were prepared without audit from the books and records of the corporation.

Unless otherwise determined by the board of directors or the chief executive officer, the chief financial officer and any assistant treasurer are each authorized officers of the corporation to execute the certificate that the annual report and quarterly income statements and balance sheets referred to in this section were prepared without audit from the books and records of the corporation.

Any report sent to the shareholders shall be given personally or by mail or other means of written communication, charges prepaid, addressed to such shareholder at the address of such shareholder appearing on the books of the corporation or given by such shareholder to the corporation for the purpose of notice or set forth in the written request of the shareholder as provided in this Section. If any report addressed to the shareholder at the address of such shareholder appearing on the books of the corporation is returned to the corporation by the United States Postal Service marked to indicate that the United States Postal Service is unable to deliver the report to the shareholder at such address, all future reports shall be deemed to have been duly given without further mailing if the same shall be available for the shareholder upon written demand of the shareholder at the principal executive office of the corporation for a period of one year from the date of the giving of the report to all other shareholders. If no address appears on the books of the corporation or is given by the shareholder to the corporation for the purpose of notice or is set forth in the written request of the shareholder as provided in this Section, such report shall be deemed to have been given to such shareholder if sent by mail or other means of written communication addressed to the place where the principal executive office of the corporation is located, or if published at least once in a newspaper of general circulation in the county in which the principal executive office is located. Any such report shall be deemed to have been given at the time when delivered personally or deposited in the mail or sent by other means of written communication. An affidavit of mailing of any such report in accordance with the foregoing provisions, executed by the secretary, assistant secretary or any transfer agent of the corporation shall be prima facie evidence of the giving of the report.

Section 5. CONTRACTS, ETC., HOW EXECUTED. The board of directors, except as the by-laws or articles of incorporation otherwise provide, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the corporation, any such authority may be general or confined to specific instances.

Section 6. CERTIFICATE FOR SHARES. Every holder of shares in the Corporation shall be entitled to have a certificate or certificates signed in the name of the corporation by the chairman or vice chairman of the board or president or a vice president and by the chief financial officer or an assistant treasurer or the secretary or any assistant secretary, certifying the number of shares and the class or series of shares owned by the shareholder. Any or all of the signatures on the certificate may be facsimile. In case any officer , transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the corporation with the same effect as if such person were such officer, transfer agent or registrar at the date of issue.

Any such certificate shall also contain such legend or other statement as may be required by Section 418 of the General Corporation Law, the Corporate Securities Law of 1968, and any agreement between the corporation and the issuee thereof, and may contain such legend or other statement as may be required by any other applicable law or regulation or agreement.

Certificates for shares may be issued prior to full payment thereof, under such restrictions and for such purposes, as the board of directors or the by-laws may provide; provided, however, that any such certificates so issued prior to full payment shall state the total amount of the consideration to be paid therefor and the amount paid thereon.

No new certificate for shares shall be issued in place of any certificate, theretofore issued unless the latter is surrendered and cancelled at the same time; provided, however, that a new certificate may be issued without the surrender and cancellation of the old certificate if the certificate theretofore issued is alleged to have been lost, stolen or destroyed. In case of any such allegedly lost, stolen or destroyed certificate, the corporation may require the owner thereof or the legal representative of such owner to give the corporation a bond (or other adequate security) sufficient to indemnify it against any claim that may be made against it (including any expense or liability) on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

Section 7. REPRESENTATION OF SHARES OF OTHER CORPORATION. Unless the board of directors shall otherwise determine, the chairman of the board, the president, any vice president, the secretary and any assistant secretary of this corporation are each authorized to vote, represent and exercise on behalf of this corporation all rights incident to any and all shares of any other corporation or corporations standing in the name of this corporation. The authority herein granted to such officers to vote or represent on behalf of this corporation any and all shares held by this corporation in any other corporation or corporations may be exercised either by such officers in person or by any person authorized so to do by proxy or power of attorney or other document duly executed by any such officer.

Section 8. INSPECTION OF BY-LAWS. The corporation shall keep in its principal executive office in California, or if its principal executive office is not in California, at its principal business office in California, the original or a copy of the by-laws as amended to date, which shall be open to inspection by the shareholders at all reasonable times during office hours. If the corporation has no office in California, it shall upon the written request of any shareholder, furnish him a copy of the by-laws as amended to date.

Section 9. SEAL. The corporation shall have a common seal, and shall have inscribed thereon the name of the corporation, the date of its incorporation, and the words “INCORPORATED” and “CALIFORNIA”.

Section 10. CONSTRUCTION AND DEFINITIONS. Unless the context otherwise requires, the general provisions, rules of construction and definitions contained in the General Corporation Law shall govern the construction of these by-laws. Without limiting the generality of the foregoing, the masculine gender includes the feminine and neuter, the singular number includes the plural and the plural number includes the singular, and the term “Person” includes a corporation as well as a natural person.

ARTICLE VI

AMENDMENTS

Section 1. POWER OF SHAREHOLDERS. New by-laws may be adopted or these by-laws may be amended or repealed by the affirmative vote of a majority of the outstanding shares entitled to vote, or by the written assent of shareholders entitled to vote such shares, except as otherwise provided by law or by the articles of incorporation.

Section 2. POWER OF DIRECTORS. Subject to the right of shareholders as provided in section 1 of this Article VI to adopt, amend or repeal by-laws, by-laws other than a by-law or amendment thereof changing the authorized number of directors may be adopted, amended or repealed by the board of directors.

ARTICLE VII

RESTRICTION ON TRANSFER OF SHARES

Before there can be a valid sale or transfer of any of the shares of the corporation by any holder thereof, he shall first offer said shares of the corporation and then to the other holders of shares in the following manner:

1. Such offering shareholder shall deliver a notice in writing by mail or otherwise to the secretary of the corporation stating the price, terms and conditions of such proposed sale or transfer, the number of share to be sold or transferred, and his intention to sell or transfer such shares. Within fifteen (15) days thereafter, the corporation shall have the prior right to purchase all of such shares so offered at the price and upon the terms and conditions stated in such notice. Should the corporation fail to purchase all of said shares at the expiration of said fifteen days, the secretary of the corporation shall, within fifteen days thereafter, mail or deliver to each of the other shareholders a notice setting forth the particulars concerning said shares described in the notice received from the offering shareholder. The other shareholders shall have the right to purchase all of the shares specified in said secretary's notice by delivering to the secretary by mail or otherwise a written offer or offers to purchase all or any specified number of such shares upon the terms so described in the secretary's notice if such offer or offers are so delivered to the secretary within fifteen (15) days after mailing or delivering such secretary's notice to such other shareholders. If the total number of shares specified in such offers so received within such period by the secretary exceeds the number of shares referred to in such secretary's notice, each offering shareholder shall be entitled to purchase such proportion of the shares referred to in said notice to the secretary as the number of shares of this corporation which he holds bears to the total number of shares held by all such shareholders desiring to purchase the shares referred to in said notice to the secretary.

2. If all of the shares referred to in said notice to the secretary are not disposed of under such apportionment each shareholder desiring to purchase shares in a number in excess of his proportionate share as provided above shall be entitled to purchase such proportion of those shares which remain thus undisposed of as the total number of shares which he holds bears to the total number of shares held by all of the shareholders desiring to purchase shares in excess of those to which they are entitled under such apportionment.

3. If offers to purchase all of the shares referred to in said notice to the secretary have not been made in accordance with the foregoing provisions, the restriction on transfer of shares shall no longer be effective and the shareholder desiring to sell or transfer his shares may dispose of all shares of stock referred to in said notice to the secretary to any person or persons he may so desire; provided, however, that he shall not sell or transfer said shares at a lower price or on terms more favorable to the purchaser or transferee than those specified in said notice to the secretary.

4. Any sales or transfer or purported sale or transfer of the shares of the corporation shall be null and void unless the terms, conditions and provisions of this ARTICLE VII are followed.

Exhibit 3.234

ARTICLES OF INCORPORATION
OF
CALIFORNIA TREATMENT SERVICES, INC.

ARTICLE I

The name of this corporation is California Treatment Services, Inc.

ARTICLE II

The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

ARTICLE III

The name and complete business address in the State of California of this corporation's initial agent for service of process is:

Jerry J. Gumpel
c/o Zevnik Horton Guibord McGovern Palmer & Fognani, L.L.P.
101 West Broadway, 17th Floor
San Diego, California 92101

ARTICLE IV

This corporation is authorized to issue only one class of shares of stock which shall be designated common stock and the total number of shares which the corporation is authorized to issue is One Million (1,000,000) shares.

ARTICLE V

(a) The liability of directors of the corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

(b) The corporation is authorized to provide indemnification of agents (as defined in Section 317 of the California Corporations Code) through Bylaw provisions, agreements with agents, vote of shareholders or disinterested directors, or otherwise, to the fullest extent permissible under California law.

(c) Any amendment, repeal or modification of any provision of this Article V shall not adversely affect any right or protection of an agent of this corporation existing at the time of such amendment, repeal or modification.

/s/ Jerry J. Gumpel
Jerry J. Gumpel, Incorporator

CALIFORNIA TREATMENT SERVICES B, INC.,
a California corporation
5686 Taft Avenue
La Jolla, California 92037
Telephone: (619) 283.7228

January 26,1999

Secretary of State
State of California
Division of Corporations
1500 Eleventh Street, Third Floor
Sacramento, California 95814-5701

Re: California Treatment Services, Inc.

Dear Sir or Madam:

I am the President of California Treatment Services B, Inc., a California corporation (the "Company").

On behalf of the Company, the Company hereby authorize Jerry J. Gumpel, Esq. of the law firm of Zevnik Horton Guibord McGovern Palmer & Fognani, L.L.P. to use of the name "California Treatment Services, Inc."

Thank you for your attention to this matter. Please call if you have any questions.

Very truly yours,

CALIFORNIA TREATMENT SERVICES B, INC.,
a California corporation

By: /s/ Dr. Robert B. Kahn
Dr. Robert B. Kahn, President

:lcm

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CERTIFICATE OF AMENDMENT
OF
ARTICLES OF INCORPORATION
OF
CALIFORNIA TREATMENT SERVICES, INC.

Robert B. Kahn certifies that:

1. He is the president and the secretary of California Treatment Services, Inc., a California corporation.

2. The Articles of Incorporation of California Treatment Services, Inc., are hereby amended as follows:

Article I is hereby deleted in its entirety and replaced with the following:

ARTICLE 1

The name of this corporation is TREATMENT ASSOCIATES, INC.

3. The foregoing amendment of the Articles of Incorporation has been duly approved by the Board of Directors.

4. The foregoing amendment of Articles of Incorporation has been duly approved by the required vote of shareholders in accordance with Section 902 of the Corporations Code. The total number of outstanding shares of common stock of the corporation is 100. The number of common shares voting in favor of the amendment equaled or exceeded the vote required. The percentage vote required was more than 50%. We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: March 30, 1999

/s/ Robert B. Kahn
Robert B. Kahn

#546

Exhibit 3.235

BYLAWS

OF

CALIFORNIA TREATMENT SERVICES, INC.,

a California corporation

HISTORY OF BYLAWS
of
TREATMENT ASSOCIATES, INC.
Formerly known as California Treatment Services, Inc.
a California corporation

January 27, 1999	Adopted by Incorporator.
January 27, 1999	Approved by the Sole Director.
May 10, 2002	Sole Shareholder approved amendment to Section 3.2 of Article III to provide that the authorized number of directors be changed to three (3) and granted signing authority to Chief Executive Officer.

BYLAWS OF

CALIFORNIA TREATMENT SERVICES, INC.

TABLE OF CONTENTS

BYLAWS

OF

CALIFORNIA TREATMENT SERVICES, INC.

ARTICLE I

CORPORATE OFFICES

1.1 PRINCIPAL OFFICE

The Board of Directors shall fix the location of the principal executive office of the corporation at any place within or outside the State of California. If the principal executive office is located outside California and the corporation has one or more business offices in California, then the Board of Directors shall fix and designate a principal business office in California.

1.2 OTHER OFFICES

The Board of Directors may at any time establish branch or subordinate offices at any place or places.

ARTICLE II

MEETINGS OF SHAREHOLDERS

2.1 PLACE OF MEETINGS

Meetings of shareholders shall be held at any place within or outside the State of California designated by the Board of Directors. In the absence of any such designation, shareholders' meetings shall be held at the principal executive office of the corporation or at any place consented to in writing by all persons entitled to vote at such meeting, given before or after the meeting and filed with the Secretary of the corporation.

2.2 ANNUAL MEETING

An annual meeting of shareholders shall be held each year on a date and at a time designated by the Board of Directors. At that meeting, directors shall be elected. Any other proper business may be transacted at the annual meeting of shareholders.

2.3 SPECIAL MEETINGS

Special meetings of the shareholders may be called at any time, subject to the provisions of Sections 2.4 and 2.5 of these Bylaws, by the Board of Directors, the Chairman of the Board, the President or the holders of shares entitled to cast not less than ten percent (10%) of the votes at that meeting.

If a special meeting is called by anyone other than the Board of Directors or the President or the Chairman of the Board, then the request shall be in writing, specifying the time of such meeting and the general nature of the business proposed to be transacted, and shall be delivered personally or sent by registered mail or by other written communication to the Chairman of the Board, the President, any Vice President or the Secretary of the corporation. The officer receiving the request forthwith shall cause notice to be given to the shareholders entitled to vote, in accordance with the provisions of Sections 2.4 and 2.5 of these Bylaws, that a meeting will be held at the time requested by the person or persons calling the meeting, so long as that time is not less than thirty-five (35) nor more than sixty (60) days after the receipt of the request. If the notice is not given within twenty (20) days after receipt of the request, then the person or persons requesting the meeting may give the notice. Nothing contained in this paragraph of this Section 2.3 shall be construed as limiting, fixing or affecting the time when a meeting of shareholders called by action of the Board of Directors may be held.

2.4 NOTICE OF SHAREHOLDERS' MEETINGS

All notices of meetings of shareholders shall be sent or otherwise given in accordance with Section 2.5 of these Bylaws not less than ten (10) (or, if sent by third-class mail pursuant to Section 2.5 of these Bylaws, not less than thirty (30)) nor more than sixty (60) days before the date of the meeting to each shareholder entitled to vote thereat. Such notice shall state the place, date, and hour of the meeting and (i) in the case of a special meeting, the general nature of the business to be transacted, and no business other than that specified in the notice may be transacted, or (ii) in the case of the annual meeting, those matters which the Board of Directors, at the time of the mailing of the notice, intends to present for action by the shareholders, but, subject to the provisions of the next paragraph of this Section 2.4, any proper matter may be presented at the meeting for such action. The notice of any meeting at which Directors are to be elected shall include the names of nominees intended at the time of the notice to be presented by the Board for election.

If action is proposed to be taken at any meeting for approval of (i) a contract or transaction in which a director has a direct or indirect financial interest, pursuant to Section 310 of the California Corporations Code (the "Code"), (ii) an amendment of the Articles of Incorporation, pursuant to Section 902 of the Code, (iii) a reorganization of the corporation, pursuant to Section 1201 of the Code, (iv) a voluntary dissolution of the corporation, pursuant to Section 1900 of the Code, or (v) a distribution in dissolution other than in accordance with the rights of any outstanding preferred shares, pursuant to Section 2007 of the Code, then the notice shall also state the general nature of that proposal.

2.5 MANNER OF GIVING NOTICE; AFFIDAVIT OF NOTICE

Notice of a shareholders' meeting shall be given either personally or by first-class mail, or, if the corporation has outstanding shares held of record by five hundred (500) or more persons (determined as provided in Section 605 of the Code) on the record date for the shareholders' meeting, notice may be sent by third-class mail, or other means of written communication, addressed to the shareholder at the address of the shareholder appearing on the books of the corporation or given by the shareholder to the corporation for the purpose of notice; or if no such address appears or is given, at the place where the principal executive office of the corporation is located or by publication at least once in a newspaper of general circulation in the county in which the principal executive office is located. The notice shall be deemed to have been given at the time when delivered personally or deposited in the mail or sent by other means of written communication.

If any notice (or any report referenced in Article VII of these Bylaws) addressed to a shareholder at the address of such shareholder appearing on the books of the corporation is returned to the corporation by the United States Postal Service marked to indicate that the United States Postal Service is unable to deliver the notice to the shareholder at that address, all future notices or reports shall be deemed to have been duly given without further mailing if the same shall be available to the shareholder upon written demand of the shareholder at the principal executive office of the corporation for a period of one (1) year from the date of the giving of the notice.

An affidavit of mailing of any notice or report in accordance with the provisions of this Section 2.5, executed by the Secretary, Assistant Secretary or any transfer agent, shall be prima facie evidence of the giving of the notice or report.

2.6 QUORUM

Unless otherwise provided in the Articles of Incorporation of the corporation, a majority of the shares entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of the shareholders. The shareholders present at a duly called or held meeting at which a quorum is present may continue to transact business until adjournment notwithstanding the withdrawal of enough shareholders to leave less than a quorum, if any action taken (other than adjournment) is approved by at least a majority of the shares required to constitute a quorum.

In the absence of a quorum, any meeting of shareholders may be adjourned from time to time by the vote of a majority of the shares represented either in person or by proxy, but no other business may be transacted, except as provided in the last sentence of the preceding paragraph.

2.7 ADJOURNED MEETING; NOTICE

Any shareholders' meeting, annual or special, whether or not a quorum is present, may be adjourned from time to time by the vote of the majority of the shares represented at that meeting, either in person or by proxy.

When any meeting of shareholders, either annual or special, is adjourned to another time or place, notice need not be given of the adjourned meeting if its time and place are announced at the meeting at which the adjournment is taken. However, if the adjournment is for more than forty-five (45) days from the date set for the original meeting or if a new record date for the adjourned meeting is fixed, a notice of the adjourned meeting shall be given to each shareholder of record entitled to vote at the adjourned meeting in accordance with the provisions of Sections 2.4 and 2.5 of these Bylaws. At any adjourned meeting the corporation may transact any business which might have been transacted at the original meeting.

2.8 VOTING

The shareholders entitled to vote at any meeting of shareholders shall be determined in accordance with the provisions of Section 2.11 of these Bylaws, subject to the provisions of Sections 702 through 704 of the Code (relating to voting shares held by a fiduciary, in the name of a corporation, or in joint ownership).

Elections for directors and voting on any other matter at a shareholders' meeting need not be by ballot unless a shareholder demands election by ballot at the meeting and before the voting begins.

Except as provided in the last paragraph of this Section 2.8, or as may be otherwise provided in the Articles of Incorporation, each outstanding share, regardless of class, shall be entitled to one vote on each matter submitted to a vote of the shareholders. Any holder of shares entitled to vote on any matter may vote part of the shares in favor of the proposal and refrain from voting the remaining shares or may vote them against the proposal other than elections to office, but, if the shareholder fails to specify the number of shares such shareholder is voting affirmatively, it will be conclusively presumed that the shareholder's approving vote is with respect to all shares which the shareholder is entitled to vote.

The affirmative vote of the majority of the shares represented and voting at a duly held meeting at which a quorum is present (which shares voting affirmatively also constitute at least a majority of the required quorum) shall be the act of the shareholders, unless the vote of a greater number or voting by classes is required by the Code or by the Articles of Incorporation.

At a shareholders' meeting at which directors are to be elected, a shareholder shall be entitled to cumulate votes either (i) by giving one candidate a number of votes equal to the number of directors to be elected multiplied by the number of votes to which that shareholder's shares are normally entitled or (ii) by distributing the shareholder's votes on the same principle among as many candidates as the shareholder thinks fit, if the candidate or candidates' names have been placed in nomination prior to the voting and the shareholder has given notice prior to the voting of the shareholder's intention to cumulate the shareholder's votes. If any one shareholder has given such a notice, then every shareholder entitled to vote may cumulate votes for candidates in nomination. The candidates receiving the highest number of affirmative votes, up to the number of directors to be elected, shall be elected; votes against any candidate and votes withheld shall have no legal effect.

2.9 VALIDATION OF MEETINGS; WAIVER OF NOTICE; CONSENT

The transactions of any meeting of shareholders, either annual or special, however called and noticed, and wherever held, are as valid as though they had been taken at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy, and if, either before or after the meeting, each of the persons entitled to vote, not present in person or by proxy, signs a written waiver of notice or a consent to the holding of the meeting or an approval of the minutes thereof. Neither the business to be transacted at nor the purpose of any annual or special meeting of shareholders need be specified in any written waiver of notice or consent to the holding of the meeting or approval of the minutes thereof, except that if action is taken or proposed to be taken for approval of any of those matters specified in the second paragraph of Section 2.4 of these Bylaws, the waiver of notice or consent or approval shall state the general nature of the proposal. All such waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Attendance of a person at a meeting shall constitute a waiver of notice of and presence at that meeting, except when the person objects, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened and except that attendance at a meeting is not a waiver of any right to object to the consideration of matters required by the Code to be included in the notice of such meeting but not so included, if such objection is expressly made at the meeting.

2.10 SHAREHOLDER ACTION BY WRITTEN CONSENT WITHOUT A MEETING

Any action which may be taken at any annual or special meeting of shareholders may be taken without a meeting and without prior notice, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted.

Directors may not be elected by written consent except by unanimous written consent of all shares entitled to vote for the election of directors. However, a director may be elected at any time to fill any vacancy on the Board of Directors, provided that it was not created by removal of a director and that it has not been filled by the directors, by the written consent of the holders of a majority of the outstanding shares entitled to vote for the election of directors.

All such consents shall be maintained in the corporate records. Any shareholder giving a written consent, or the shareholder's proxy holders, or a transferee of the shares, or a personal representative of the shareholder, or their respective proxy holders, may revoke the consent by a writing received by the Secretary of the corporation before written consents of the number of shares required to authorize the proposed action have been filed with the Secretary.

If the consents of all shareholders entitled to vote have not been solicited in writing, the Secretary shall give prompt notice of any corporate action approved by the shareholders without a meeting by less than unanimous written consent to those shareholders entitled to vote who have not consented in writing. Such notice shall be given in the manner specified in Section 2.5 of these Bylaws. In the case of approval of (i) a contract or transaction in which a director has a direct or indirect financial interest, pursuant to Section 310 of the Code, (ii) indemnification of a corporate "agent," pursuant to Section 317 of the Code, (iii) a reorganization of the corporation, pursuant to Section 1201 of the Code, and (iv) a distribution in dissolution other than in accordance with the rights of outstanding preferred shares, pursuant to Section 2007 of the Code, the notice shall be given at least ten (10) days before the consummation of any action authorized by that approval, unless the consents of all shareholders entitled to vote have been solicited in writing.

2.11 RECORD DATE FOR SHAREHOLDER NOTICE; VOTING; GIVING CONSENTS

In order that the corporation may determine the shareholders entitled to notice of any meeting or to vote, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days prior to the date of such meeting nor more than sixty (60)

days before any other action. Shareholders at the close of business on the record date are entitled to notice and to vote, as the case may be, notwithstanding any transfer of any shares on the books of the corporation after the record date, except as otherwise provided in the Articles of Incorporation or the Code.

A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting unless the Board of Directors fixes a new record date for the adjourned meeting, but the Board of Directors shall fix a new record date if the meeting is adjourned for more than forty-five (45) days from the date set for the original meeting.

If the Board of Directors does not so fix a record date:

(a) The record date for determining shareholders entitled to notice of or to vote at a meeting of shareholders shall be at the close of business on the business day next preceding the day on which notice is given or, if notice is waived, at the close of business on the business day next preceding the day on which the meeting is held.

(b) The record date for determining shareholders entitled to give consent to corporate action in writing without a meeting, (i) when no prior action by the Board has been taken, shall be the day on which the first written consent is given, or (ii) when prior action by the Board has been taken, shall be at the close of business on the day on which the Board adopts the resolution relating thereto, or the sixtieth (60th) day prior to the date of such other action, whichever is later.

The record date for any other purpose shall be as provided in Section 8.1 of these Bylaws.

2.12 PROXIES

Every person entitled to vote for directors, or on any other matter, shall have the right to do so either in person or by one or more agents authorized by a written proxy signed by the person and filed with the Secretary of the corporation. A proxy shall be deemed signed if the shareholder's name or other authorization is placed on the proxy (whether by manual signature, typewriting, telegraphic or electronic transmission or otherwise) by the shareholder or the shareholder's attorney-in-fact. A validly executed proxy which does not state that it is irrevocable shall continue in full force and effect unless (i) the person who executed the proxy revokes it prior to the time of voting by delivering a writing to the corporation stating that the proxy is revoked or by executing a subsequent proxy and presenting it to the meeting or by attendance at such meeting and voting in person, or (ii) written notice of the death or incapacity of the maker of that proxy is received by the corporation before the vote pursuant to that proxy is counted; provided, however, that no proxy shall be valid after the expiration of eleven (11) months from the date thereof, unless otherwise provided in the proxy. The dates contained on the forms of proxy presumptively determine the order of execution, regardless of the postmark dates on the envelopes in which they are mailed. The revocability of a proxy that states on its face that it is irrevocable shall be governed by the provisions of Sections 705(e) and 705(f) of the Code.

2.13 INSPECTORS OF ELECTION

In advance of any meeting of shareholders, the Board of Directors may appoint inspectors of election to act at the meeting and any adjournment thereof. If inspectors of election are not so appointed or designated or if any persons so appointed fail to appear or refuse to act, then the Chairman of the meeting may, and on the request of any shareholder or a shareholder's proxy shall, appoint inspectors of election (or persons to replace those who so fail to appear) at the meeting. The number of inspectors shall be either one (1) or three (3). If appointed at a meeting on the request of one (1) or more shareholders or proxies, the majority of shares represented in person or by proxy shall determine whether one (1) or three (3) inspectors are to be appointed.

The inspectors of election shall determine the number of shares outstanding and the voting power of each, the shares represented at the meeting, the existence of a quorum, and the authenticity, validity, and effect of proxies, receive votes, ballots or consents, hear and determine all challenges and questions in any way arising in connection with the right to vote, count and tabulate all votes or consents, determine when the polls shall close, determine the result and do any other acts that may be proper to conduct the election or vote with fairness to all shareholders.

ARTICLE III

DIRECTORS

3.1 POWERS

Subject to the provisions of the Code and any limitations in the Articles of Incorporation and these Bylaws relating to action required to be approved by the shareholders or by the outstanding shares, the business and affairs of the corporation shall be managed and all corporate powers shall be exercised by or under the direction of the Board of Directors. The Board may delegate the management of the day-to-day operation of the business of the corporation to a management company or other person provided that the business and affairs of the corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board.

3.2 NUMBER OF DIRECTORS

The authorized number of directors of the corporation is one (1) and the exact number of directors shall be one (1) until changed by a resolution amending such exact number, duly adopted by the Board of Directors or by the shareholders. The minimum and maximum number of directors may be changed, or a definite number may be fixed without provision for an indefinite number, by a duly adopted amendment to the Articles of Incorporation or by an amendment to this Bylaw duly adopted by the vote or written consent of holders of a majority of the outstanding shares entitled to vote; provided, however, that an amendment reducing the fixed number or the minimum number of directors to a number less than five (5) cannot be adopted if the votes cast against its adoption at a meeting, or the shares not consenting in the case of an action by written consent, are equal to more than sixteen and two-thirds percent (16-2/3%) of the outstanding shares entitled to vote thereon.

No reduction of the authorized number of directors shall have the effect of removing any director before that director's term of office expires.

3.3 ELECTION AND TERM OF OFFICE OF DIRECTORS

At each annual meeting of shareholders, directors shall be elected to hold office until the next annual meeting. Each director, including a director elected to fill a vacancy, shall hold office until the expiration of the term for which elected and until a successor has been elected and qualified, except in the case of the death, resignation, or removal of such a director.

3.4 REMOVAL

The entire Board of Directors or any individual director may be removed from office without cause by the affirmative vote of a majority of the outstanding shares entitled to vote on such removal; provided, however, that unless the entire Board is removed, no individual director may be removed when the votes cast against such director's removal, or not consenting in writing to such removal, would be sufficient to elect that director if voted cumulatively at an election at which the same total number of votes cast were cast (or, if such action is taken by written consent, all shares entitled to vote were voted) and the entire number of directors authorized at the time of such director's most recent election were then being elected.

3.5 RESIGNATION AND VACANCIES

Any director may resign effective upon giving oral or written notice to the Chairman of the Board, the President, the Secretary or the Board of Directors, unless the notice specifies a later time for the effectiveness of such resignation. If the resignation of a director is effective at a future time, the Board of Directors may elect a successor to take office when the resignation becomes effective.

Vacancies on the Board of Directors may be filled by a majority of the remaining directors, or if the number of directors then in office is less than a quorum by (i) unanimous written consent of the directors then in office, (ii) the affirmative vote of a majority of the directors then in office at a meeting held pursuant to notice or waivers of notice, or (iii) a sole remaining director; however, a vacancy created by the removal of a director by the vote or written consent of the shareholders or by court order may be filled only by the affirmative vote of a majority of the shares represented and voting at a duly held meeting at which a quorum is present (which shares voting affirmatively also constitute at least a majority of the required quorum), or by the unanimous written consent of all shares entitled to vote thereon. Each director so elected shall hold office until the next annual meeting of the shareholders and until a successor has been elected and qualified, or until his or her death, resignation or removal.

A vacancy or vacancies in the Board of Directors shall be deemed to exist (i) in the event of the death, resignation or removal of any director, (ii) if the Board of Directors by resolution declares vacant the office of a director who has been declared of unsound mind by an order of court or convicted of a felony, (iii) if the authorized number of directors is increased, or (iv) if the shareholders fail, at any meeting of shareholders at which any director or directors are elected, to elect the full authorized number of directors to be elected at that meeting.

The shareholders may elect a director or directors at any time to fill any vacancy or vacancies not filled by the directors, but any such election by written consent, other than to fill a vacancy created by removal, shall require the consent of the holders of a majority of the outstanding shares entitled to vote thereon. A director may not be elected by written consent to fill a vacancy created by removal except by unanimous consent of all shares entitled to vote for the election of directors.

3.6 PLACE OF MEETINGS; MEETINGS BY TELEPHONE

Regular meetings of the Board of Directors may be held at any place within or outside the State of California that has been designated from time to time by resolution of the Board. In the absence of such a designation, regular meetings shall be held at the principal executive office of the corporation. Special meetings of the Board may be held at any place within or outside the State of California that has been designated in the notice of the meeting or, if not stated in the notice or if there is no notice, at the principal executive office of the corporation.

Members of the Board may participate in a meeting through the use of conference telephone or similar communications equipment, so long as all directors participating in such meeting can hear one another. Participation in a meeting pursuant to this paragraph constitutes presence in person at such meeting.

3.7 REGULAR MEETINGS

Regular meetings of the Board of Directors may be held without notice if the time and place of such meetings are fixed by the Board of Directors.

3.8 SPECIAL MEETINGS; NOTICE

Subject to the provisions of the following paragraph, special meetings of the Board of Directors for any purpose or purposes may be called at any time by the Chairman of the Board, the President, any Vice President, the Secretary or any two (2) directors.

Notice of the time and place of special meetings shall be delivered personally or by telephone to each director or sent by first-class mail, telegram, charges prepaid, or by telecopier, addressed to each director at that director's address as it is shown on the records of the corporation. If the notice is mailed, it shall be deposited in the United States mail at least four (4) days before the time of the holding of the meeting. If the notice is delivered personally or by telephone or by telecopier or telegram, it shall be delivered personally or by telephone or by telecopier or to the telegraph company at least forty-eight (48) hours before the time of the holding of the meeting. Any oral notice given personally or by telephone may be communicated either to the director or to a person at the office of the director who the person giving the notice has reason to believe will promptly communicate it to the director. The notice need not specify the purpose of the meeting.

3.9 QUORUM

A majority of the authorized number of directors shall constitute a quorum for the transaction of business, except to adjourn as provided in Section 3.11 of these Bylaws. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present is the act of the Board of Directors, subject to the provisions of Section 310 of the Code (as to approval of contracts or transactions in which a director has a direct or indirect material financial interest), Section 311 of the Code (as to appointment of committees), Section 317(e) of the Code (as to indemnification of directors), the Articles of Incorporation, and other applicable law.

A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for such meeting.

3.10 WAIVER OF NOTICE

Notice of a meeting need not be given to any director who signs a waiver of notice or a consent to holding the meeting or an approval of the minutes thereof, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to such director. All such waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meeting. A waiver of notice need not specify the purpose of any regular or special meeting of the Board of Directors.

3.11 ADJOURNMENT

A majority of the directors present, whether or not a quorum is present, may adjourn any meeting to another time and place.

3.12 NOTICE OF ADJOURNMENT

If the meeting is adjourned for more than twenty-four (24) hours, notice of any adjournment to another time and place shall be given prior to the time of the adjourned meeting to the directors who were not present at the time of the adjournment.

3.13 BOARD ACTION BY WRITTEN CONSENT WITHOUT A MEETING

Any action required or permitted to be taken by the Board of Directors may be taken without a meeting, if all members of the Board individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board. Such action by written consent shall have the same force and effect as a unanimous vote of the Board of Directors.

3.14 FEES AND COMPENSATION OF DIRECTORS

Directors and members of committees may receive such compensation, if any, for their services and such reimbursement of expenses as may be fixed or determined by resolution of the Board of Directors. This Section 3.14 shall not be construed to preclude any director from serving the corporation in any other capacity as an officer, agent, employee or otherwise and receiving compensation for those services.

3.15 APPROVAL OF LOANS TO OFFICERS

If these Bylaws have been approved by the corporation’s shareholders in accordance with the Code, the corporation may, upon the approval of the Board of Directors alone, make loans of money or property to, or guarantee the obligations of, any officer of the corporation or of its parent, if any, whether or not a director, or adopt an employee benefit plan or plans authorizing such loans or guaranties provided that (i) the Board of Directors determines that such a loan or guaranty or plan may reasonably be expected to benefit the corporation, (ii) the corporation has outstanding shares

held of record by 100 or more persons (determined as provided in Section 605 of the Code) on the date of approval by the Board of Directors, and (iii) the approval of the Board of Directors is by a vote sufficient without counting the vote of any interested director or directors. Notwithstanding the foregoing, the corporation shall have the power to make loans permitted by the Code.

ARTICLE IV

COMMITTEES

4.1 COMMITTEES OF DIRECTORS

The Board of Directors may, by resolution adopted by a majority of the authorized number of directors, designate one or more committees, each consisting of two (2) or more directors, to serve at the pleasure of the Board. The Board may designate one or more directors as alternate members of any committee, who may replace any absent member at any meeting of the committee. The appointment of members or alternate members of a committee requires the vote of a majority of the authorized number of directors. Any such committee shall have authority to act in the manner and to the extent provided in the resolution of the Board and may have all the authority of the Board, except with respect to:

(a) The approval of any action which, under the Code, also requires shareholders' approval or approval of the outstanding shares.

(b) The filling of vacancies on the Board of Directors or in any committee.

(c) The fixing of compensation of the directors for serving on the Board or on any committee.

(d) The amendment or repeal of these Bylaws or the adoption of new Bylaws.

(e) The amendment or repeal of any resolution of the Board of Directors which by its express terms is not so amendable or repealable.

(f) A distribution to the shareholders of the corporation, except at a rate, in a periodic amount or within a price range set forth in the Articles of Incorporation or determined by the Board of Directors.

(g) The appointment of any other committees of the Board of Directors or the members thereof.

4.2 MEETINGS AND ACTION OF COMMITTEES

Meetings and actions of committees shall be governed by, and held and taken in accordance with, the provisions of Article III of these Bylaws, Section 3.6 (place of meetings), Section 3.7 (regular meetings), Section 3.8 (special meetings and notice), Section 3.9 (quorum), Section 3.10 (waiver of notice), Section 3.11 (adjournment), Section 3.12 (notice of adjournment), and Section 3.13 (action without meeting), with such changes in the context of those Bylaws as are necessary to

substitute the committee and its members for the Board of Directors and its members; provided, however, that the time of regular meetings of committees may be determined either by resolution of the Board of Directors or by resolution of the committee, that special meetings of committees may also be called by resolution of the Board of Directors, and that notice of special meetings of committees shall also be given to all alternate members, who shall have the right to attend all meetings of the committee. The Board of Directors may adopt rules for the government of any committee not inconsistent with the provisions of these Bylaws.

ARTICLE V

OFFICERS

5.1 OFFICERS

The officers of the corporation shall be a President, a Secretary, and a Chief Financial Officer. The corporation may also have, at the discretion of the Board of Directors, a Chairman of the Board, one or more Vice Presidents, one or more Assistant Secretaries, one or more Assistant Treasurers, and such other officers as may be appointed in accordance with the provisions of Section 5.3 of these Bylaws. Any number of offices may be held by the same person.

5.2 APPOINTMENT OF OFFICERS

The officers of the corporation, except such officers as may be appointed in accordance with the provisions of Section 5.3 or Section 5.5 of these Bylaws, shall be chosen by the Board and serve at the pleasure of the Board, subject to the rights, if any, of an officer under any contract of employment.

5.3 SUBORDINATE OFFICERS

The Board of Directors may appoint, or may empower the Chairman of the Board or the President to appoint, such other officers as the business of the corporation may require, each of whom shall hold office for such period, have such authority, and perform such duties as are provided in these Bylaws or as the Board of Directors may from time to time determine.

5.4 REMOVAL AND RESIGNATION OF OFFICERS

Subject to the rights, if any, of an officer under any contract of employment, all officers serve at the pleasure of the Board of Directors and any officer may be removed, either with or without cause, by the Board of Directors at any regular or special meeting of the Board or, except in case of an officer chosen by the Board of Directors, by any officer upon whom such power of removal may be conferred by the Board of Directors.

Any officer may resign at any time by giving written notice to the corporation. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice; and, unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the corporation under any contract to which the officer is a party.

5.5 VACANCIES IN OFFICES

A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these Bylaws for regular appointments to that office.

5.6 CHAIRMAN OF THE BOARD

The Chairman of the Board, if such an officer be elected, shall, if present, preside at meetings of the Board of Directors and exercise and perform such other powers and duties as may from time to time be assigned by the Board of Directors or as may be prescribed by these Bylaws. If there is no President, then the Chairman of the Board shall also be the chief executive officer of the corporation and shall have the powers and duties prescribed in Section 5.7 of these Bylaws.

5.7 PRESIDENT

Subject to such supervisory powers, if any, as may be given by the Board of Directors to the Chairman of the Board, if there be such an officer, the President shall be the chief executive officer of the corporation and shall, subject to the control of the Board of Directors, have general supervision, direction, and control of the business and the officers of the corporation. The President shall preside at all meetings of the shareholders and, in the absence or nonexistence of a Chairman of the Board, at all meetings of the Board of Directors. The President shall have the general powers and duties of management usually vested in the office of President of a corporation, and shall have such other powers and duties as may be prescribed by the Board of Directors or these Bylaws.

5.8 VICE PRESIDENTS

In the absence or disability of the President, the Vice Presidents, if any, in order of their rank as fixed by the Board of Directors or, if not ranked, a Vice President designated by the Board of Directors, shall perform all the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. The Vice Presidents shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the Board of Directors, these Bylaws, the President or the Chairman of the Board.

5.9 SECRETARY

The Secretary shall keep or cause to be kept, at the principal executive office of the corporation or such other place as the Board of Directors may direct, a book of minutes of all meetings and actions of Directors, committees of directors and shareholders. The minutes shall show the time and place of each meeting, whether regular or special (and, if special, how authorized and the notice given), the names of those present at directors' meetings or committee meetings, the number of shares present or represented at shareholders' meetings, and the proceedings thereof.

The Secretary shall keep, or cause to be kept, at the principal executive office of the corporation or at the office of the corporation's transfer agent or registrar, as determined by resolution of the Board of Directors, a share register, or a duplicate share register, showing the names of all shareholders and their addresses, the number and classes of shares held by each, the number and date of certificates evidencing such shares, and the number and date of cancellation of every certificate surrendered for cancellation.

The Secretary shall give, or cause to be given, notice of all meetings of the shareholders and of the Board of Directors required to be given by law or by these Bylaws. The Secretary shall keep the seal of the corporation, if one be adopted, in safe custody and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or by these Bylaws.

5.10 CHIEF FINANCIAL OFFICER

The Chief Financial Officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings, and shares. The books of account shall at all reasonable times be open to inspection by any director.

The Chief Financial Officer shall deposit all money and other valuables in the name and to the credit of the corporation with such depositaries as may be designated by the Board of Directors. The Chief Financial Officer shall disburse the funds of the corporation as may be ordered by the Board of Directors, shall render to the President and directors, whenever they request it, an account of all of his or her transactions as Chief Financial Officer and of the financial condition of the corporation, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or these Bylaws.

ARTICLE VI

INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES, AND OTHER AGENTS

6.1 INDEMNIFICATION OF DIRECTORS

The corporation shall, to the maximum extent and in the manner permitted by the Code, indemnify each of its directors against expenses (as defined in Section 317(a) of the Code), judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with any proceeding (as defined in Section 317(a) of the Code), arising by reason of the fact that such person is or was a director of the corporation. For purposes of this Article VI, a “director” of the corporation includes any person (i) who is or was a director of the corporation, (ii) who is or was serving at the request of the corporation as a director of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise, or (iii) who was a director of a corporation which was a predecessor corporation of the corporation or of another enterprise at the request of such predecessor corporation.

6.2 INDEMNIFICATION OF OTHERS

The corporation shall have the power, to the extent and in the manner permitted by the Code, to indemnify each of its employees, officers, and agents (other than directors) against expenses (as defined in Section 317(a) of the Code), judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with any proceeding (as defined in Section 317(a) of the Code), arising by reason of the fact that such person is or was an employee, officer, or agent of the corporation. For purposes of this Article VI, an “employee” or “officer” or “agent” of the

corporation (other than a director) includes any person (i) who is or was an employee, officer, or agent of the corporation, (ii) who is or was serving at the request of the corporation as an employee, officer, or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise, or (iii) who was an employee, officer, or agent of a corporation which was a predecessor corporation of the corporation or of another enterprise at the request of such predecessor corporation.

6.3 PAYMENT OF EXPENSES IN ADVANCE

Expenses and attorneys' fees incurred in defending any civil or criminal action or proceeding for which indemnification is required pursuant to Section 6.1, or if otherwise authorized by the Board of Directors, shall be paid by the corporation in advance of the final disposition of such action or proceeding upon receipt of an undertaking by or on behalf of the indemnified party to repay such amount if it shall ultimately be determined that the indemnified party is not entitled to be indemnified as authorized in this Article VI.

6.4 INDEMNITY NOT EXCLUSIVE

The indemnification provided by this Article VI shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of shareholders or directors or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office. The rights to indemnity hereunder shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of the person.

6.5 INSURANCE INDEMNIFICATION

The corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation against any liability asserted against or incurred by such person in such capacity or arising out of that person's status as such, whether or not the corporation would have the power to indemnify that person against such liability under the provisions of this Article VI.

6.6 CONFLICTS

No indemnification or advance shall be made under this Article VI, except where such indemnification or advance is mandated by law or the order, judgment or decree of any court of competent jurisdiction, in any circumstance where it appears:

(1) That it would be inconsistent with a provision of the Articles of Incorporation, these Bylaws, a resolution of the shareholders or an agreement in effect at the time of the accrual of the alleged cause of the action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or

(2) That it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

6.7 RIGHT TO BRING SUIT

If a claim under this Article is not paid in full by the corporation within 90 days after a written claim has been received by the corporation (either because the claim is denied or because no determination is made), the claimant may at any time thereafter bring suit against the corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall also be entitled to be paid the expenses of prosecuting such claim. The corporation shall be entitled to raise as a defense to any such action that the claimant has not met the standards of conduct that make it permissible under the Code for the corporation to indemnify the claimant for the claim. Neither the failure of the corporation (including its Board of Directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is permissible in the circumstances because he or she has met the applicable standard of conduct, if any, nor an actual determination by the corporation (including its Board of Directors, independent legal counsel, or its shareholders) that the claimant has not met the applicable standard of conduct, shall be a defense to such action or create a presumption for the purposes of such action that the claimant has not met the applicable standard of conduct.

6.8 INDEMNITY AGREEMENTS

The Board of Directors is authorized to enter into a contract with any director, officer, employee or agent of the corporation, or any person who is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, including employee benefit plans, or any person who was a director, officer, employee or agent of a corporation which was a predecessor corporation of the corporation or of another enterprise at the request of such predecessor corporation, providing for indemnification rights equivalent to or, if the Board of Directors so determines and to the extent permitted by applicable law, greater than, those provided for in this Article VI.

6.9 AMENDMENT, REPEAL OR MODIFICATION

Any amendment, repeal or modification of any provision of this Article VI shall not adversely affect any right or protection of a director or agent of the corporation existing at the time of such amendment, repeal or modification.

ARTICLE VII

RECORDS AND REPORTS

7.1 MAINTENANCE AND INSPECTION OF SHARE REGISTER

The corporation shall keep either at its principal executive office or at the office of its transfer agent or registrar (if either be appointed), as determined by resolution of the Board of Directors, a record of its shareholders listing the names and addresses of all shareholders and the number and class of shares held by each shareholder.

A shareholder or shareholders of the corporation holding at least five percent (5%) in the aggregate of the outstanding voting shares of the corporation or who hold at least one percent (1%) of such voting shares and have filed a Schedule 14B with the United States Securities and Exchange Commission relating to the election of directors, shall have an absolute right to do either or both of the following (i) inspect and copy the record of shareholders' names, addresses, and shareholdings during usual business hours upon five (5) days' prior written demand upon the corporation, or (ii) obtain from the transfer agent for the corporation, upon written demand and upon the tender of such transfer agent's usual charges for such list (the amount of which charges shall be stated to the shareholder by the transfer agent upon request), a list of the shareholders' names and addresses who are entitled to vote for the election of directors, and their shareholdings, as of the most recent record date for which it has been compiled or as of a date specified by the shareholder subsequent to the date of demand. The list shall be made available on or before the later of five (5) business days after the demand is received or the date specified therein as the date as of which the list is to be compiled.

The record of shareholders shall also be open to inspection and copying by any shareholder or holder of a voting trust certificate at any time during usual business hours upon written demand on the corporation, for a purpose reasonably related to the holder's interests as a shareholder or holder of a voting trust certificate.

Any inspection and copying under this Section 7.1 may be made in person or by an agent or attorney of the shareholder or holder of a voting trust certificate making the demand.

7.2 MAINTENANCE AND INSPECTION OF BYLAWS

The corporation shall keep at its principal executive office or, if its principal executive office is not in the State of California, at its principal business office in California, the original or a copy of these Bylaws as amended to date, which shall be open to inspection by the shareholders at all reasonable times during office hours. If the principal executive office of the corporation is outside the State of California and the corporation has no principal business office in such state, then it shall, upon the written request of any shareholder, furnish to such shareholder a copy of these Bylaws as amended to date.

7.3 MAINTENANCE AND INSPECTION OF OTHER CORPORATE RECORDS

The accounting books and records and the minutes of proceedings of the shareholders and the Board of Directors, and committees of the Board of Directors shall be kept at such place or places as are designated by the Board of Directors or, in absence of such designation, at the principal executive office of the corporation. The minutes shall be kept in written form, and the accounting books and records shall be kept either in written form or in any other form capable of being converted into written form.

The minutes and accounting books and records shall be open to inspection upon the written demand on the corporation of any shareholder or holder of a voting trust certificate at any reasonable time during usual business hours, for a purpose reasonably related to such holder's interests as a shareholder or as the holder of a voting trust certificate. Such inspection by a shareholder or holder of a voting trust certificate may be made in person or by an agent or attorney and the right of inspection includes the right to copy and make extracts. Such rights of inspection shall extend to the records of each subsidiary corporation of the corporation.

7.4 INSPECTION BY DIRECTORS

Every director shall have the absolute right at any reasonable time to inspect and copy all books, records, and documents of every kind and to inspect the physical properties of the corporation and each of its subsidiary corporations, domestic or foreign. Such inspection by a director may be made in person or by an agent or attorney and the right of inspection includes the right to copy and make extracts.

7.5 ANNUAL REPORT TO SHAREHOLDERS; WAIVER

The Board of Directors shall cause an annual report to be sent to the shareholders not later than one hundred twenty (120) days after the close of the fiscal year adopted by the corporation. Such report shall be sent to the shareholders at least fifteen (15) (or, if sent by third-class mail, thirty-five (35)) days prior to the annual meeting of shareholders to be held during the next fiscal year and in the manner specified in Section 2.5 of these Bylaws for giving notice to shareholders of the corporation.

The annual report shall contain a balance sheet as of the end of the fiscal year and an income statement and statement of changes in financial position for the fiscal year, accompanied by any report thereon of independent accountants or, if there is no such report, the certificate of an authorized officer of the corporation that the statements were prepared without audit from the books and records of the corporation.

The foregoing requirement of an annual report shall be waived so long as the shares of the corporation are held by fewer than one hundred (100) holders of record.

7.6 FINANCIAL STATEMENTS

If no annual report for the fiscal year has been sent to shareholders, then the corporation shall, upon the written request of any shareholder made more than one hundred twenty (120) days after the close of such fiscal year, deliver or mail to the person making the request, within thirty (30) days thereafter, a copy of a balance sheet as of the end of such fiscal year and an income statement and statement of changes in financial position for such fiscal year.

A shareholder or shareholders holding at least five percent (5%) of the outstanding shares of any class of the corporation may make a written request to the corporation for an income statement of the corporation for the three-month, six-month or nine-month period of the current fiscal year ended more than thirty (30) days prior to the date of the request and a balance sheet of the corporation as of the end of that period. The statements shall be delivered or mailed to the person making the request within thirty (30) days thereafter. A copy of the statements shall be kept on file in the principal office of the corporation for twelve (12) months and it shall be exhibited at all reasonable times to any shareholder demanding an examination of the statements or a copy shall be mailed to the shareholder. If the corporation has not sent to the shareholders its annual report for the last fiscal year, the statements referred to in the first paragraph of this Section 7.6 shall likewise be delivered or mailed to the shareholder or shareholders within thirty (30) days after the request.

The quarterly income statements and balance sheets referred to in this section shall be accompanied by the report thereon, if any, of any independent accountants engaged by the corporation or the certificate of an authorized officer of the corporation that the financial statements were prepared without audit from the books and records of the corporation.

7.7 REPRESENTATION OF SHARES OF OTHER CORPORATIONS

The Chairman of the Board, the President, any Vice President, the Chief Financial Officer, the Secretary or Assistant Secretary of this corporation, or any other person authorized by the Board of Directors or the President or a Vice President, is authorized to vote, represent, and exercise on behalf of this corporation all rights incident to any and all shares of any other corporation or corporations standing in the name of this corporation. The authority herein granted may be exercised either by such person directly or by any other person authorized to do so by proxy or power of attorney duly executed by such person having the authority.

ARTICLE VIII

GENERAL MATTERS

8.1 RECORD DATE FOR PURPOSES OTHER THAN NOTICE AND VOTING

For purposes of determining the shareholders entitled to receive payment of any dividend or other distribution or allotment of any rights or entitled to exercise any rights in respect of any other lawful action (other than with respect to notice or voting at a shareholders meeting or action by shareholders by written consent without a meeting), the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days prior to any such action. Only shareholders of record at the close of business on the record date are entitled to receive the dividend, distribution or allotment of rights, or to exercise the rights, as the case may be, notwithstanding any transfer of any shares on the books of the corporation after the record date, except as otherwise provided in the Articles of Incorporation or the Code.

If the Board of Directors does not so fix a record date, then the record date for determining shareholders for any such purpose shall be at the close of business on the day on which the Board adopts the resolution relating thereto or the sixtieth (60th) day prior to the date of that action, whichever is later.

8.2 CHECKS; DRAFTS; EVIDENCES OF INDEBTEDNESS

From time to time, the Board of Directors shall determine by resolution which person or persons may sign or endorse all checks, drafts, other orders for payment of money, notes or other evidences of indebtedness that are issued in the name of or payable to the corporation, and only the persons so authorized shall sign or endorse those instruments.

8.3 CORPORATE CONTRACTS AND INSTRUMENTS: HOW EXECUTED

The Board of Directors, except as otherwise provided in these Bylaws, may authorize any officer or officers, or agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the corporation; such authority may be general or confined to specific instances. Unless so authorized or ratified by the Board of Directors or within the agency power of an officer, no officer, agent or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or for any amount.

8.4 CERTIFICATES FOR SHARES

A certificate or certificates for shares of the corporation shall be issued to each shareholder when any of such shares are fully paid. The Board of Directors may authorize the issuance of certificates for shares partly paid provided that these certificates shall state the total amount of the consideration to be paid for them and the amount actually paid. All certificates shall be signed in the name of the corporation by the Chairman of the Board or the Vice Chairman of the Board or the President or a Vice President and by the Chief Financial Officer or an Assistant Treasurer or the Secretary or an Assistant Secretary, certifying the number of shares and the class or series of shares owned by the shareholder. Any or all of the signatures on the certificate may be by facsimile.

In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed on a certificate has ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the corporation with the same effect as if that person were an officer, transfer agent or registrar at the date of issue.

8.5 LOST CERTIFICATES

Except as provided in this Section 8.5, no new certificates for shares shall be issued to replace a previously issued certificate unless the latter is surrendered to the corporation or its transfer agent or registrar and cancelled at the same time. The Board of Directors may, in case any share certificate or certificate for any other security is lost, stolen or destroyed (as evidenced by a written affidavit or affirmation of such fact), authorize the issuance of replacement certificates on such terms and conditions as the Board may require; the Board may require indemnification of the corporation secured by a bond or other adequate security sufficient to protect the corporation against any claim that may be made against it, including any expense or liability, on account of the alleged loss, theft or destruction of the certificate or the issuance of the replacement certificate.

8.6 CONSTRUCTION; DEFINITIONS

Unless the context requires otherwise, the general provisions, rules of construction, and definitions in the Code shall govern the construction of these Bylaws. Without limiting the generality of this provision, the singular number includes the plural, the plural number includes the singular, and the term “person” includes both a corporation and a natural person.

ARTICLE IX

AMENDMENTS

9.1 AMENDMENT BY SHAREHOLDERS

New Bylaws may be adopted or these Bylaws may be amended or repealed by the vote or written consent of holders of a majority of the outstanding shares entitled to vote; provided, however, that if the Articles of Incorporation of the corporation set forth the number of authorized Directors of the corporation, then the authorized number of Directors may be changed only by an amendment of the Articles of Incorporation.

9.2 AMENDMENT BY DIRECTORS

Subject to the rights of the shareholders as provided in Section 9.1 of these Bylaws, Bylaws, other than a Bylaw or an amendment of a Bylaw changing the authorized number of directors (except to fix the authorized number of directors pursuant to a Bylaw providing for a variable number of directors), may be adopted, amended or repealed by the Board of Directors.

9.3 RECORD OF AMENDMENTS

Whenever an amendment or new Bylaw is adopted, it shall be copied in the book of minutes with the original Bylaws. If any Bylaw is repealed, the fact of repeal, with the date of the meeting at which the repeal was enacted or written consent was filed, shall be stated in said book.

ARTICLE X

INTERPRETATION

Reference in these Bylaws to any provision of the California Corporations Code shall be deemed to include all amendments thereof.

SECRETARY'S CERTIFICATE OF ADOPTION OF BYLAWS
OF
CALIFORNIA TREATMENT SERVICES, INC.

I, the undersigned, do hereby certify:

1. That I am the duly elected and acting Secretary of California Treatment Services, Inc., a California corporation.

2. That the foregoing Bylaws constitute the Bylaws of said corporation as adopted by the Directors of said corporation by unanimous written consent on January 27, 1999.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 27th day of January 1999.

/s/ Robert B. Kahn
Robert B. Kahn, Secretary

Exhibit 3.242

ARTICLES OF INCORPORATION

OF

VIRGINIA TREATMENT CENTER, INC.

The undersigned, acting as incorporator in adopting the following Articles of Incorporation for the purpose of incorporating a business corporation (hereinafter referred to as "Corporation"), pursuant to the provisions of the Virginia Stock Corporation Act, Chapter 9 of Title 13.1 of the Code of Virginia.

Article 1: The name of the corporation is Virginia Treatment Center, Inc.

Article 2: The number of shares the corporation is authorized to issue is 1,000, all of which are without par value and classified as Common shares.

Article 3: The corporation's initial registered office address, which is the business address of the initial registered agent including street and number, is, 526 King Street, Alexandria, Virginia 22314. The registered office is physically located in the city or the county of is the City of Alexandria.

Article 4: The name of the corporation's initial registered agent, whose business office is identical with the above-registered office is National Registered Agents, Inc.. The initial registered agent, a foreign stock corporation who is authorized to transact business in the Commonwealth of Virginia.

Article 5: The name and the address of the initial directors of the corporation are:

NAME	ADDRESS
David R. Gnass	618 Church Street, Suite 510, Nashville, TN 37219
Patty Chadwick	618 Church Street, Suite 510, Nashville, TN 37219

Article 6: The period of duration of the corporation is perpetual.

Article 7: The purpose or purposes for which the corporation is organized, in addition to engaging in any lawful business for which a corporation may be organized pursuant to the Virginia Stock Corporation Act, exclusive of those special kinds of business set forth in Section 13.1-620 of the Virginia Stock Corporation Act, are as follows:

Operation of an addiction treatment center.

Article 8: Shareholders shall be entitled as a matter of right to a preemptive right, for a period of thirty days, to subscribe for, purchase or receive any shares of the corporation which it may issue or sell, whether out of the number of shares authorized by these Articles of Incorporation or by amendment thereof, or out of the shares of the corporation acquired by it after the issuance thereof, any shareholder shall be entitled as a matter of right to purchase or subscribe for or receive any bonds, debentures, or other obligations which the corporation may issue or sell that shall be convertible into or exchangeable for shares, or to which shall be attached or shall appertain to any warrant or warrants or other instrument or instruments that shall confer upon the holder or owner of such obligation the right to subscribe for or purchase from the corporation any shares of any class or classes; and after the expiration of said thirty days, any and all of such shares, rights, bonds, debentures or other obligations which the corporation may have issued, reissued, transferred, or granted by the Board of Directors, as the case may be, to such persons, firms, corporations, and associations, and for such lawful consideration, and on such terms, as the Board of Directors in its discretion may determine.

Article 9: The corporation shall, to the fullest extent legally permissible under the provisions of the Virginia Stock Corporation Act, as the same may be amended and supplemented, shall indemnify and hold harmless any and all persons whom it shall have power to indemnify under said provisions from and against any and all liabilities (including expenses) imposed upon or reasonably incurred by him in connection with any action, suit or other proceeding in which he may be involved or with which he may be threatened, or other matters referred to in or covered by said provisions both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director or officer of the corporation. Such indemnification provided shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any Bylaw, Agreement or Resolution adopted by the shareholders entitled to vote thereon after notice.

Dated on this 8th day of March, 2002.

/s/ Melissa J. Hogan

Melissa J. Hogan, Incorporator

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

March 8, 2002

The State Corporation Commission has found the accompanying articles submitted on behalf of

Virginia Treatment Center, Inc.

to comply with the requirements of law, and confirms payment of all required fees.

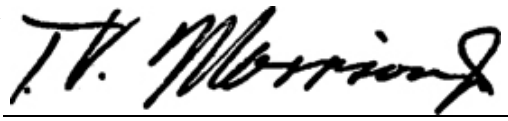
Therefore, it is ORDERED that this

CERTIFICATE OF INCORPORATION

be issued and admitted to record with the articles of incorporation in the Office of the Clerk of the Commission, effective March 8, 2002.

The corporation is granted the authority conferred on it by law in accordance with the articles, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By 

Commissioner

CORPACPT
CIS0352
02-03-08-0512

Exhibit 3.243

BYLAWS OF

VIRGINIA TREATMENT CENTER, INC.

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ARTICLE 1
MEETINGS OF STOCKHOLDERS

1.1 Annual Meeting. Unless a different date or time is designated by resolution of the Board of Directors, the annual meeting of the shareholders for the election of directors and the transaction of whatever other business may be brought before said meeting shall be held on April 1 of each year, at 10:00 a.m., if said date is not a weekend or legal holiday, or, if a weekend or legal holiday, at said time on the next succeeding business day.

1.2 Special Meetings. Special meetings of shareholders, unless otherwise provided by law, may be called for any purpose at any time by the Board of Directors, the Chairman of the Board, or the President, or at the request of the holders of not less than fifty percent (50%) of all of the outstanding shares of the Corporation entitled to vote at the meeting.

1.3 Place of Meeting. The Board of Directors may designate any place, either within or without the Commonwealth of Virginia, as the place of meeting for any annual meeting or for any special meeting which is called by the Board of Directors. If no place is designated by the Board of Directors, or if a special meeting is called otherwise than by the Board of Directors, the place of meeting shall be the principal offices of the Corporation in Virginia.

1.4 Notice of Meeting. Written notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten (10) days nor more than sixty (60) days before the date of such meeting (except as a different time is specified by law) either personally or by mail, telegram, teletype or other carrier, by or at the direction of the Chairman of the Board, the Secretary, or the person calling the meeting, to each shareholder of record entitled by law to notice of such meeting. If mailed, such notice shall be deemed to be given when deposited in the United States mail, with postage prepaid, addressed to the shareholder at his or her address as it appears on the stock records of the Corporation.

1.5 Fixing of Record Date. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or shareholders entitled to receive payment of any dividend, or in order to make a determination of shareholders for any other proper purpose, the Board of Directors may fix in advance a date as the record date for any such determination of shareholders, such date in any case to be not more than seventy (70) days prior to the date on which the particular action, requiring such determination of shareholders, is to be taken. If no record date is fixed by the Board of Directors, as provided above, then the close of business on the day before the date on which notice of the meeting is mailed, or the date on which a resolution of the Board of Directors declaring a dividend is adopted, shall be the record date for such determination of shareholders. When a determination

of shareholders entitled to vote at any meeting of shareholders has been made, as provided herein, such determination shall apply to any adjournment of such meeting if the meeting is adjourned to a date not more than one hundred twenty (120) days after the original meeting date.

1.6 Quorum. A majority of the shares entitled to vote on a matter, represented in person or by proxy, shall constitute a quorum at any meeting of shareholders, with respect to that matter, except as otherwise required by law. If less than a majority of the shares entitled to vote are so represented at the meeting, then a majority of the shares which are so represented may adjourn the meeting from time to time without further notice, but may take no other action. At such adjourned meeting, at which a quorum is present in person or represented by proxy, any business may be transacted which might have been transacted at the meeting as originally called had the same then been held.

1.7 Proxies. At all meetings of shareholders, a shareholder may vote in person or by proxy executed in writing by such shareholder or his or her duly authorized attorney-in-fact. Such proxy shall be filed with the Secretary of the Corporation or any other officer or agent authorized to tabulate votes before or at the time of the meeting. No proxy shall be valid after eleven (11) months from its date, unless otherwise provided in the proxy.

1.8 Voting of Shares. Each share entitled to vote on a matter at any meeting of shareholders shall be entitled to one (1) vote on each such matter submitted to a vote at such meeting. If a quorum exists, action on a matter, other than the election of directors, by a group of shares entitled to vote thereon is approved if the votes for approval cast within the group exceed the vote cast opposing the action, unless a greater number of affirmative votes is required by law.

At each election of directors, every shareholder shall have the right to vote, in person or by proxy, the number of shares which he or she is entitled to vote at said meeting, for as many persons as there are directors to be elected at said meeting, but cumulative voting shall not be permitted. In elections of directors, those receiving the greatest number of votes shall be deemed elected even though not receiving a majority of the votes cast.

1.9 Action by Shareholders Without a Meeting. Any action required to be taken at a meeting of shareholders, or any action which may be taken at a meeting of shareholders, may be taken without a meeting if a consent in writing, setting forth the action so taken (and, if signed at a time other than at the time such action is to be effective, the consent states the dates on which each shareholder signed) shall be signed before or after such action by all (unless otherwise specified in the Articles of Incorporation of the Corporation) of the shareholders. Such written consent shall have the same force and effect as a unanimous vote.

ARTICLE 2
BOARD OF DIRECTORS

2.1 General Powers. The business and affairs of the Corporation shall be managed under the direction of its Board of Directors, the members of which need not be shareholders of the Corporation.

2.2 Number and Election. The number of members of the Board of Directors shall be equal to the number of persons whom the shareholders shall have elected to be directors from time to time, which shall be not less than one (1) nor more than ten (10) persons. The Board of Directors shall be elected annually by the shareholders for a term of one (1) year, or, if elected at a time other than upon the annual meeting of shareholders, for a term expiring as of the next annual meeting. In any event, unless sooner removed, directors shall serve until their successors are duly elected and qualify.

2.3 Vacancies. Any vacancy occurring on the Board of Directors may be filled by the affirmative vote of a majority of the remaining directors though such majority be less than a quorum of the Board.

2.4 Removal of Directors. At a meeting of shareholders called expressly for that purpose, any director may be removed, with or without cause, by a vote of the shareholders holding a majority of the shares entitled to be cast at an election of directors by the voting group or voting groups by which such director was elected.

2.5 Regular Meetings. Regular meetings of the Board of Directors shall be held at such times, at least annually, as shall be specified by the Board of Directors by resolution from time to time. Such regular meetings may be held without notice of time, place and purpose thereof. If not otherwise specified by resolution, the Board of Directors shall meet immediately following the annual meeting of shareholders in the location where the shareholders' meeting was held.

2.6 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President, the Chairman of the Board, or (i) if there are no more than three (3) directors, any director or (ii) if there are more than three (3) directors, any two (2) directors. Notice of the time and place of each special meeting shall be given orally or in writing to each director. Such notice, if given in person, by private carrier, telegram, or telephone, must be received at least twenty-four (24) hours prior to such meeting, and, if given by mail, must be mailed postpaid and correctly addressed and postmarked at least six (6) days prior to such meeting; provided that if the notice is sent by registered or certified mail, the notice is sufficient if the receipt is signed by or on behalf of the addressee at least twenty-four (24) hours prior to such meeting. Any director may waive notice of any meeting, and attendance at or participation in any meeting shall constitute a waiver of notice of such meeting unless the director objects at the beginning of the meeting, or promptly upon his or her arrival, to holding it or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

2.7 Quorum. A majority of the number of directors of the Corporation shall constitute a quorum for the transaction of business at any meeting of the Board. If a quorum is not present, a majority of those in attendance may adjourn the meeting from time to time until a quorum is obtained.

2.8 Manner of Acting; Action by Board of Directors without a Meeting. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. Any action required to be taken at a meeting of directors, or any action which may be taken at a meeting of directors, may be taken without a meeting if a consent in

writing, setting forth the action so taken (and, if signed at a time other than at the time such action is to be effective, the consent states the dates on which each director signed) shall be signed before or after such action by all of the directors. Such written consent shall have the same force and effect as a unanimous vote.

2.9 Compensation. By a resolution of the shareholders or the Board of Directors, the directors may be paid their expenses, if any, and a fixed sum for attending each meeting of the Board of Directors and each meeting of a committee of the Board and may, in addition, be paid an annual retainer. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor.

2.10 Presumption of Assent. A director of the Corporation who is present at a meeting of the Board of Directors when any action is taken is deemed to have assented to the action taken unless he or she votes against or abstains from the action taken, or he or she has objected at the beginning of the meeting, or promptly upon his or her arrival, to the holding of the meeting or transacting specified business at the meeting. Any such dissenting votes, abstentions or objections shall be entered in the minutes of the meeting.

ARTICLE 3
BOARD COMMITTEES

3.1 Membership. All committees of the Board of Directors shall consist of two (2) or more directors as the Board may from time to time prescribe, except as otherwise provided in these Bylaws. All members of committees shall serve at the pleasure of the Board of Directors.

3.2 Rules of Procedure. Except as otherwise provided in these Bylaws, each committee may select a chairman from its membership and a secretary who may or may not be a member of the committee or of the Board. Subject to the requirements of law, each committee shall prescribe the length of notice and manner of giving notice of its meetings, fix the number, not less than a majority, which shall constitute a quorum and make its own rules of procedure.

3.3 Notice. Unless a committee shall provide otherwise, it shall not be necessary to give notice of any of its regular meetings. Special meetings may be held on call of the Chairman of the Board, the President, the chairman of the committee, or any two (2) members of the committee in such manner as prescribed by the committee, but if not so prescribed, then in such manner as provided in these Bylaws for calling special meetings of the Board of Directors.

3.4 Purpose. The Board of Directors may, from time to time, appoint such committees for such purposes and with such powers as the Board may determine.

3.5 Executive Committee. By resolution adopted by a majority of the number of Directors fixed in accordance with these Bylaws, the Board of Directors may elect or appoint an Executive Committee consisting of not less than two directors. When the Board of Directors is not in session, the Executive Committee shall have all power vested in the Board of Directors by law, by the Articles of Incorporation, or by these Bylaws, provided that the Executive Committee shall not have power to (i) approve or recommend to shareholders action that the Virginia Stock Corporation Act requires to be approved by shareholders, (ii) fill vacancies on the Board or on any of its committees, (iii) amend the Corporation’s Articles of Incorporation, (iv) adopt, amend,

or repeal any portion or all of these Bylaws, (v) approve a plan of merger not requiring shareholder approval, (vi) authorize or approve a distribution, except according to a general formula or method prescribed by the Board of Directors, (vii) authorize or approve the issuance or sale or contract for sale of shares, or determine the designation and relative rights, preferences, and limitations of a class or series of shares, except as may be specifically prescribed by the Board of Directors from time to time, or (viii) take any action prohibited by express resolution of the Board. The Executive Committee shall report at the next regular or special meeting of the Board of Directors all action which the Executive Committee may have taken on behalf of the Board since the last regular or special meeting of the Board of Directors.

ARTICLE 4
OFFICERS

4.1 Officers. The officers of the Corporation shall be a President and a Secretary, both of whom shall be appointed by and shall serve at the pleasure of the Board of Directors. In addition, the Corporation shall have such other officers, including a Chairman of the Board, a Treasurer, and one (1) or more Vice Presidents, as may be appointed, from time to time, by the Board of Directors. Assistant Secretaries and Assistant Treasurers may be appointed from time to time by the Board of Directors, the Chairman of the Board, or the President. All officers shall serve at the pleasure of the Board of Directors and may be dismissed by the Board of Directors.

4.2 Chairman of the Board. If appointed, the Chairman of the Board shall preside at all board and shareholder meetings, shall make reports to the Board of Directors and stockholders and shall perform all such other duties as are incident to the office, or properly required by the Board of Directors. In the absence or disability of the Chairman of the Board, the President shall exercise all the functions of the Chairman’s office.

4.3 President. The President shall have general supervision of the business and affairs of the Corporation and shall possess such powers and perform such duties as are incident to the office, subject to the direction of the Board of Directors.

4.4 Secretary. The Secretary shall serve as secretary of the Board of Directors. The Secretary shall: keep the minutes of all meetings of the shareholders and the Board of Directors, attend to serving and giving all notices of the Corporation; have charge of the corporate seal, the stock certificate records and such other books, records and papers as the Board of Directors may direct; keep a stock record containing the names of all persons who are shareholders of the Corporation, showing their place of residence, the number of shares of stock held by them, and the time when they became owners thereof; and perform such other duties as may be incident to the office or as may be prescribed by the Chairman of the Board or the President. If Assistant Secretaries are appointed, each such officer shall be authorized to perform the functions of the Secretary upon the request or absence of the Secretary.

4.5 Treasurer. If appointed, the Treasurer shall keep or cause to be kept full and accurate accounts of all receipts and disbursements in books belonging to the Corporation; shall have the care and custody of all funds and securities of the Corporation; shall disburse the funds of the Corporation as may be ordered by the Board of Directors, the Chairman of the Board or the President; and shall perform such other duties as may be incident to the office or as may be prescribed by the Chairman of the Board or the President. If Assistant Treasurers are appointed, each such officer shall be authorized to perform the functions of the Treasurer upon the request or absence of the Treasurer.

4.6 Other Officers. Other officers of the Corporation appointed in accordance with these Bylaws shall have such authority and duties as may be prescribed by the Board of Directors or by the officer appointing them or, if no prescription has been specifically made by the Board of Directors or the appointing officer, as may generally pertain to their respective offices.

4.7 Execution of Instruments. Checks, notes, drafts, other commercial instruments, assignments, guarantees of signatures and contracts (except as otherwise provided herein or by law) shall be executed by the Chairman of the Board, the President, or any Vice President or such officer(s) or employee(s) or agent(s) as the Board of Directors or any of such designated officers may direct.

4.8 Compensation. By a resolution of the shareholders or the Board of Directors, the officers may be paid their expenses, if any, and a fixed sum for discharging their duties as officers of the Corporation. No such payment shall preclude any officer from serving the Corporation in any other capacity and receiving compensation therefor.

ARTICLE 5
EMPLOYEES OTHER THAN OFFICERS

5.1 Employees. Subject to the authority of the Board of Directors, the Chairman of the Board, the President, or any other officer authorized by either the Chairman or the President, may employ such agents and employees, other than officers, as such officer may deem advisable for the prompt and orderly transaction of the business of the Corporation. Any officer so doing may define the duties of such agents and employees, fix their compensation and dismiss them. Such officer is authorized, on behalf of the Corporation, to execute any agency, employment, or other such agreements which may be necessary and proper to effect the employment of such agent or employee.

ARTICLE 6
CERTIFICATES FOR SHARES AND THEIR TRANSFER

6.1 Form and Signatures. Certificates evidencing shares of the Corporation shall be in such form as may be determined by the Board of Directors. Such certificates shall be signed by the Chairman of the Board or the President and by the Secretary or Treasurer or any other officer authorized by a resolution of the Board of Directors, and may (but need not) be sealed by the seal of the Corporation or a facsimile thereof. The signatures of the officers upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent, or registered by a registrar, other than the Corporation itself or an employee thereof.

All certificates for shares shall be consecutively numbered or otherwise identified. The name and address of the person to whom the shares represented thereby are issued, along with the number of shares and the date of issue, shall be entered on the stock transfer records of the Corporation. All certificates surrendered to the Corporation for transfer shall be cancelled. No new certificate shall be issued until the former certificate for a like number of shares shall have been surrendered and cancelled, except that in the case of a lost, destroyed or mutilated certificate, a new one may be issued therefor upon such terms and indemnity to the Corporation as the Board of Directors may prescribe.

6.2 Transfer of Shares. Transfer of shares of the Corporation shall be made only on the transfer records of the Corporation by the holder of record thereof or by his, her or its legal representative, who shall furnish proper evidence of authority to transfer, or by his, her or its attorney thereunto authorized by power of attorney duly executed and filed with the Secretary of the Corporation, and on surrender for cancellation of the certificate for such shares. The person in whose name shares stand on the books of the Corporation shall be deemed by the Corporation to be the owner thereof for all purposes except to the extent the Board of Directors, by resolution, may establish a procedure whereby the beneficial owners of shares registered in the name of a nominee are to be recognized by the Corporation as the shareholder, in accordance with applicable law.

ARTICLE 7
WAIVER OF NOTICE

7.1 Waiver. Unless otherwise provided by law, whenever any notice is required to be given to any shareholder or director of the Corporation under the provisions of these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the proper giving of such notice.

ARTICLE 8
FISCAL YEAR

8.1 Fiscal Year. The fiscal year of the Corporation shall begin on the first (1st) day of January and end on the thirty-first (31st) day of December of each year.

ARTICLE 9
DIVIDENDS AND FINANCES

9.1 Dividends. The Board of Directors may from time to time declare, and the Corporation may pay, dividends on its outstanding shares in the manner and upon such terms and conditions as may be permitted by law.

9.2 Depositories. The monies of the Corporation shall be deposited in such banks or trust companies as the Board of Directors shall designate, and all payments, so far as practicable, shall be made by checks. Checks and drafts as well as notes, bonds or other instruments creating or evidencing an obligation for the payment of money shall be signed in the name of the Corporation or as the Board of Directors shall direct.

ARTICLE 10
SHARES OF OTHER CORPORATIONS

10.1 Voting. The Chairman of the Board, President or any Vice President is authorized to vote, represent, and exercise on behalf of the Corporation all rights incident to any and all shares of any other corporation or corporations standing in the name of the Corporation. The

authority herein granted to said officer to vote or represent on behalf of the Corporation any and all shares held by the Corporation in any other corporation or corporations may be exercised either by said officer in person or by any person authorized so to do by proxy or power of attorney duly executed by said officer. Notwithstanding the above, the Board of Directors, in its discretion, may designate by resolution any additional person to vote or represent said shares of other corporations.

ARTICLE 11
SEAL

11.1 Seal. The seal of the Corporation, if any, shall be in such form as may be approved from time to time by the Board of Directors and said seal, or a facsimile thereof, may be imprinted or affixed by any process or in any manner reproduced. The Secretary or Treasurer, any Assistant Secretary or Assistant Treasurer and any other officer authorized by resolution of the Board of Directors shall be empowered to affix and attest the corporate seal on all documents.

ARTICLE 12
AMENDMENTS

12.1 Amendments. Unless otherwise provided by law or indicated herein, these Bylaws or any of them may be altered, amended, or repealed and new Bylaws made by the Board of Directors or the shareholders at any regular meeting, at any special meeting where such action has been announced in the call and notice of such meeting, or by unanimous consent in writing in lieu of a meeting.

ARTICLE 13
INDEMNIFICATION

13.1 Limitation of Liability. To the fullest extent that the Virginia Stock Corporation Act, as it exists on the date of adoption or may hereafter be amended, permits the limitation or elimination of the liability of directors or officers of the Corporation in any proceeding brought by or in the right of a corporation or by or on behalf of shareholders of the Corporation, and provided that a director or officer shall not have engaged in (i) any breach of his or her duty of loyalty to the Corporation, (ii) acts or omissions not in good faith or which involve willful misconduct or a knowing violation of law, or (iii) any transactions from which the director or officer derived an improper or personal benefit, then such a director or officer shall not be liable to the Corporation for monetary damages.

13.2 Indemnification. To the fullest extent permitted and in the manner prescribed by the Virginia Stock Corporation Act and any other applicable law, the Corporation shall indemnify, against all liability incurred in a proceeding (and advance reasonable expenses to), any director or officer of the Corporation who is, was, or is threatened to be made a party to any such threatened, pending, or completed action, suit, or proceeding (whether civil, criminal, administrative, arbitrative, or investigative), including an action by or in the right of the Corporation, by reason of the fact that he or she is or was such a director or officer or is or was serving at the request of the Corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise. The Board of Directors is empowered, by majority vote of a quorum of disinterested directors, to contract in advance to indemnify any director or officer.

13.3 Other Persons. The Board of Directors is empowered, by majority vote of a quorum of disinterested directors, to cause the Corporation to indemnify, or contract in advance to indemnify (and advance reasonable expenses to), any person not specified in Section 13.2 of this ARTICLE 13 who was or is a party to any proceeding by reason of the fact that he or she is or was an employee or agent of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, employee benefit plan, or other enterprise, to the same extent as if such person were specified as one to whom indemnification is granted in Section 13.2 hereof.

13.4 Insurance. The Corporation may purchase and maintain insurance to indemnify it against the whole or any portion of the liability assumed by it in accordance with this ARTICLE 13 and may also procure insurance, in such amounts as the Board of Directors may determine, on behalf of any person who is or was a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise, against any liability asserted against or incurred by such person in any such capacity or arising from his or her status as such, whether or not the Corporation would have power to indemnify him or her against such liability under the provisions of this ARTICLE 13.

13.5 Scope. The provisions of this ARTICLE 13 shall be applicable to all actions, claims, suits, or proceedings commenced after the proper adoption hereof, whether arising from any action taken or failure to act before or after such adoption. No amendment, modification, or repeal of this Article shall diminish the rights or protection provided hereby with respect to any claim, issue, or matter in any then pending or subsequent proceeding that is based in any material respect on any alleged action or failure to act prior to such amendment, modification, or repeal.

13.6 Continuous Coverage. Reference herein to directors, officer, employees, or agents, shall include former directors, officers, employees, and agents, and their respective heirs, executors, and administrators.

ARTICLE 14
NO CONFLICT

14.1 No Conflict. If, at any time, there is any inconsistency or conflict between these Bylaws and the provisions of the Code of Virginia, as the same may be amended from time to time, the contrary provisions of the Code of Virginia shall take precedence over and govern the conduct of the Corporation. Wherever these Bylaws do not cover a particular situation, the applicable provisions of the Code of Virginia shall apply with the same force and effect and set forth herein.

Exhibit 3.244

CERTIFICATE OF FORMATION
OF
VISTA BEHAVIORAL HOLDING COMPANY, LLC

Pursuant to Section 18-201 of the Delaware Limited Liability Company Act (the "Act"), the undersigned, desiring to form a limited liability company, does hereby certify as follows:

1. The name of the limited liability company is Vista Behavioral Holding Company, LLC (the "Company").

2. The address of the Company's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801. The name of the registered agent is The Corporation Trust Company.

3. This Certificate of Formation shall be effective upon filing with the Delaware Secretary of State.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation on this 18th day of December, 2014.

/s/ J. Stephen Quinn
J. Stephen Quinn, Authorized Person

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:31 PM 12/22/2014
FILED 01:17 PM 12/22/2014
SRV 141572471 – 5662347 FILE

Exhibit 3.245

LIMITED LIABILITY COMPANY AGREEMENT

OF

VISTA BEHAVIORAL HOLDING COMPANY, LLC

This Limited Liability Company Agreement (the "Agreement") of Vista Behavioral Holding Company, LLC, a Delaware limited liability company (the "Company"), is entered into by and between Acadia Healthcare Company, Inc., a Delaware corporation (the "Member") and the persons admitted to the Company as members who shall be identified on Schedule A, as amended from time to time, effective as of December 22, 2014.

WHEREAS, the Member desires to form the Company as a limited liability company in accordance with the Delaware Limited Liability Company Act (as amended, the "Act");

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Organization. Effective December 22, 2014, the Company was formed as a Delaware limited liability company by the filing of a certificate of formation in the office of the Secretary of State of Delaware (the "Certificate").

Section 2. Registered Office; Registered Agent. The registered office of the Company in the State of Delaware will be the initial registered office designated in the Certificate or such other office (which need not be a place of business of the Company) as the Member may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Delaware will be the initial registered agent designated in the Certificate, or such other person as the Member may designate from time to time in the manner provided by law. The principal office of the Company will be at such location as the Member may designate from time to time, which need not be in the State of Delaware.

Section 3. Powers. The Company will have all powers permitted to be exercised by a limited liability company organized in the State of Delaware.

Section 4. Term. The Company commenced on the date the Certificate was filed with the Secretary of State of Delaware, and will continue in existence until terminated pursuant to this Agreement.

Section 5. Fiscal Year. The fiscal year of the Company for financial statement and federal income tax purposes will end on December 31 unless otherwise determined by the Member.

Section 6. Member. The Member owns 100% of the limited liability company interests in the Company.

Section 7. Address. The address of the Member is set forth below:

6100 Tower Circle, Suite 1000
Franklin, TN 37067

Section 8. New Members. No person may be admitted as a member of the Company without the approval of the Member.

Section 9. Liability to Third Parties. The Member will not have any personal liability for any obligations or liabilities of the Company, whether such liabilities arise in contract, tort or otherwise.

Section 10. Capital Contributions. On or before the date hereof, the Member has made a capital contribution in cash to the Company in the amount of $100.00. The Member will not be required to make any additional capital contributions to the Company except as may otherwise be agreed to by the Member.

Section 11. Participation in Profits and Losses. All profits and losses of the Company will be allocated to the Member.

Section 12. Distributions. Distributions will be made by the Company to the Member at such times as may be determined by the Member.

Section 13. Management. The power and authority to manage, direct and control the Company will be vested solely in the Member.

Section 14. Officers. The Member may, from time to time, designate one or more individuals to be officers of the Company, with such titles as the Member may assign to such individuals. The initial officers of the Company will be a President, a Secretary and two Vice Presidents as more specifically provided below. Officers so designated will have such authority and perform such duties as the Member may from time to time delegate to them. Any number of officer positions may be held by the same individual. Any officer may resign as such at any time by providing written notice to the Company. Any officer may be removed as such, either with or without cause, by the Member, in its sole discretion. Any vacancy occurring in any officer position of the Company may be filled by the Member. The officers of the Company, if and when designated by the Member, will have the authority, acting individually, to bind the Company.

Section 15. President. The President will, subject to the control of the Member, have general supervision, direction and control of the business and affairs of the Company. Subject to the control of the Member, the President will have the general powers and duties of management usually vested in the office of president and chief executive officer of corporations, and will have such other powers and duties as may be prescribed by the Member.

Section 16. Secretary. The Secretary will, subject to the control of the Member, prepare and keep the minutes of the proceedings of the Company in books provided for that purpose, see that all notices are duly given in accordance with the provisions of the Act, be custodian of the Company records, and will have the general powers and duties usually vested in the office of secretary of corporations, and will have such other powers and duties as may be prescribed by the Member.

Section 17. Vice Presidents. The Vice Presidents will, subject to the control of the Member, perform such duties as may be assigned to them by the President and will have the general powers and duties usually vested in the office of vice president of corporations, and will have such other powers and duties as may be prescribed by the Member. In the case of the death, disability or absence of the President, a Vice President shall perform and be vested with all the duties and powers of the President until the Member appoints a new President.

Section 18. Indemnification. The Company shall indemnify any individual who is or was a party or is or was threatened to be made a party to any action, suit, or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was an officer of the Company against expenses (including reasonable attorneys' fees and expenses), judgments, fines and amounts paid in settlement actually and reasonably incurred by such individual in connection with such action, suit or proceeding, to the extent permitted by applicable law. The right to indemnification conferred in this Section 18 includes the right of such individual to be paid by the Company the expenses incurred in defending any such action in advance of its final disposition (an "Advancement of Expenses"); provided, however, that the Company will only make an Advancement of Expenses upon delivery to the Company of an undertaking, by or on behalf of such Indemnitee, to repay all amounts so advanced if it is ultimately determined that such Indemnitee is not entitled to be indemnified under this Section 18 or otherwise.

Section 19. Tax Treatment. Unless otherwise determined by the Member, the Company shall be a disregarded entity for U.S. federal income tax purposes (as well as for any analogous state or local tax purposes).

Section 20. Dissolution. The Company will dissolve and its affairs will be wound up as may be determined by the Member, or upon the earlier occurrence of any other event causing dissolution of the Company under the Act. In such event, the Member will proceed diligently to wind up the affairs of the Company and make final distributions, and will cause the existence of the Company to be terminated.

Section 21. Amendment or Modification. This Agreement may be amended or modified from time to time only by a written instrument that is executed by the Member.

Section 22. Binding Effect. This Agreement will be binding on and inure to the benefit of the Member and its successors and assigns.

Section 23. Governing Law. This Agreement is governed by and will be construed in accordance with the law of the State of Arkansas without regard to the conflicts of law principles thereof.

IN WITNESS THEREOF, the parties hereto have executed this Agreement effective as of the date set forth above.

MEMBER:

ACADIA HEALTHCARE COMPANY, INC.

By: /s/ Christopher L. Howard
Name: Christopher L. Howard
Its: Executive Vice President and Secretary

Schedule A

None.

Exhibit 3.248

CHARTER OF

VOLUNTEER TREATMENT CENTER, INC.

The undersigned natural person under the Tennessee Business Corporation Act adopts the following charter for the above listed corporation:

1. The name of the corporation is Volunteer Treatment Center, Inc.

2. The number of shares of stock the corporation is authorized to issue is two-thousand (2,000) shares, which shall all be of the same class to be designated common stock, which shares shall all have the same right, and shall be without par value.

3. (a) The complete address of the corporation's initial registered office in Tennessee is:

2347 Rossville Boulevard
Chattanooga, Tennessee 37408
County of Hamilton

(b) The name of the initial registered agent and his complete address is:

Jack Randle
2347 Rossville Boulevard
Chattanooga, Tennessee 37408
County of Hamilton

4. The name and complete address of the incorporator:

W. Gerald Tidwell, Jr.
736 Georgia Avenue
Dome Building - Suite 600
Chattanooga, TN 37402
(615) 266-8511

5. The complete address of the corporation's principal office is 2347 Rossville Boulevard, Chattanooga, Tennessee, U. S. A.

6. The corporation is for profit.

7. The corporation is being formed for the purpose of operating a non-residential treatment center for persons addicted to drugs.

(a) To operate and manage said business for its lawful purpose; to contract debts, to borrow money, to issue, sell and pledge bonds, notes and any other evidences of indebtedness and to execute such mortgages, transfers of corporate property, or other instruments, to secure the payments of corporate indebtedness as required; to invest funds in real estate, mortgages, stocks and bonds, or any other type of investments; to purchase assets of, merge with or consolidate with any other corporation; to redeem, purchase, retain, sell or transfer capital stock; to engage in all financial planning and organization necessary to accomplish the above purposes including the management of said business; and to engage in any and all lawful activities pertinent to this purpose.

(b) The duration of the corporation is perpetual.

(c) The corporation shall not commence business until consideration in the amount of not less than One-Thousand Five Hundred Dollars ($1,500.00) has been received for the issuance of shares.

This the 10th day of Nov., 1992.

/s/ W. Gerald Tidwell, Jr.

W. GERALD TIDWELL, JR.
Incorporator

Exhibit 3.249

BYLAWS OF

VOLUNTEER TREATMENT CENTER, INC.

ARTICLE I. OFFICES

The principal office of the corporation in the State of Tennessee shall be located in the city of Chattanooga, County of Hamilton. The corporation may have such offices, either within or without the State of Tennessee as the Board of Directors may designate or as the business of the corporation may require from time to time.

ARTICLE II. SHAREHOLDERS

SECTION 1. Annual Meeting. The annual meeting of the shareholders shall be held during the 2nd week of November of each fiscal year of the corporation for the purpose of electing directors and for the transaction of such other business as may come before the meeting.

SECTION 2. Special Meetings. Special Meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President or by the Board of Directors, and shall be called by the President at the request of the holders of not less than fifty percent (50%) of all the outstanding shares of the corporation entitled to vote at the meeting.

SECTION 3. Place of Meeting. The Board of Directors may designate any place, either within or without the State of Tennessee, unless otherwise prescribed by statute, as the place of meeting of any annual meeting or for any special meeting called by

the Board of Directors. A waiver of notice signed by all shareholders entitled to vote at a meeting may designate any place, either within or without the State of Tennessee, unless otherwise prescribed by statute, as the place for the holding of such meeting. If no such designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal office of the corporation in the State of Tennessee.

SECTION 4. Notice of Meeting. Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than fifteen (15) nor more than thirty (30) days before the date of the meeting. If mailed, such notices shall be deemed to be delivered when deposited in the United States Mail, addressed to the shareholder at their address as it appears on the stock transfer books of the corporation, with sufficient postage thereon prepaid.

SECTION 5. Closing of Transfer Books or Fixing of Record Date. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or shareholders entitled to receive payment of any dividend, or in order to make a determination of shareholders for any other proper purpose, the Board of Directors of the corporation may provide that the stock transfer books shall be closed for a stated period but not to exceed, in any case, thirty (30) days. In the stock transfer books, the Board of Directors may fix in advance a date as the record date for any such determination

of shareholders, such date in any case to be not more than thirty (30) days and, in case of a meeting of shareholders, not less than fifteen (15) days prior to the date of which the particular action, requiring such determination of shareholders, is to be taken. If the stock transfer books are not closed and no record date is fixed for the determination of shareholders entitled to receive payment of a dividend, the date on which the resolution of the Board of Directors declaring such dividend is adopted, as the case may be, shall be the record date for such determination of shareholders. When a determination of shareholders entitled to vote at any meeting of shareholders has been made as provided in this section, such determination shall apply to any adjournment thereof.

SECTION 6. Voting Lists. The officer or agent having charge of stock transfer books for share of the corporation shall make, at least ten (10) days before each meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting, or any adjournment thereof, arranged in alphabetical order, with the address of and the number of shares held by each list, for a period of fifteen (15) days prior to such meeting, shall be kept on file at the registered office of the corporation and shall be subject to inspection by any shareholder at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be prima facie evidence as to who are the shareholders entitled to examine such list or transfer books or to vote at any meeting of shareholders.

SECTION 7. Quorum. A majority of the outstanding shares of the corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of shareholders. If less than a majority of the outstanding shares are presented at a meeting, a majority of the shares so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. The shareholders present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough shareholders to leave less than a quorum.

SECTION 8. Proxies. At all meetings of shareholders, a shareholder may vote by proxy executed in writing by the shareholder or by his duly authorized attorney in fact. Such proxy shall be filed with the Secretary of the corporation before or at the time of the meeting.

SECTION 9. Voting of Shares. Subject to the provision of Section 11 of Article II, each outstanding share entitled to vote shall entitled to one vote upon each matter submitted to a vote at a meeting of shareholders.

SECTION 10. Voting of Shares by Certain Holders. Shares standing in the name of another corporation may be voted by such officer, agent or proxy as the bylaws of such corporation may prescribe, or, in that absence of such provision, as the Board of Directors of such corporation may determine.

Shares held by an administrator, executor, guardian or conservator may be voted by him, either in person or by proxy, without a transfer of such shares into his name. Shares standing in the name of a trustee may be voted by him, either in person or by proxy, but no trustee shall be entitled to vote shares held by him without a transfer of such shares into his name.

Shares standing in the name of a receiver may be voted by such receiver, and shares held by or under the control of a receiver may be voted by such receiver without the transfer thereof into his name if authority to do so be contained in an appropriate Order of the Court by which such receiver was appointed.

A shareholder whose shares are pledged shall be entitled to vote the shares so pledged.

Shares of its own stock belonging to the corporation or held by it in a fiduciary capacity shall not be voted, directly or indirectly, at any meeting, and shall not be counted in determining the total number of outstanding shares at any given time.

SECTION 11. Cumulative Voting. Unless otherwise provided by law, at each election for directors every shareholder entitled to vote at such election shall have the right to vote in person or by proxy, the number of shares owned by for as many persons as there are directors to be elected and for whose election he has a right to vote, or to cumulate his vote by giving one candidate as many votes as the number of such directors multiplies by the number of his shares shall equal, or by distributing such votes on the same principle among any number of candidates.

SECTION 12. Informal Action by Shareholders. Unless otherwise provided by law, any action required to be taken at a meeting of the shareholders, or any other action which may be taken at a meeting of the shareholders, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE III. BOARD OF DIRECTORS

SECTION 1. General Powers. The business and affairs of the corporation shall be managed by its Board of Directors.

SECTION 2. Number, Tenure & Qualifications. The number of directors of the corporation shall be two. Each director shall hold office until the next annual meeting of shareholders and until his success shall have been elected and qualified.

SECTION 3. Regular Meeting. A regular meeting of the Board of Directors shall be held without other notice than this bylaw immediately after, and at the same place as, the annual meeting of shareholders. The Board of Directors may provide, by resolution, the time and place for the holding of additional regular meetings without notice of such resolution.

SECTION 4. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two directors. The persons authorized to call special meetings of the Board of Directors may set the place for holding any special meeting of the Board of Directors called by them.

SECTION 5. Notice. Notice of any special meeting shall be given at least ten (10) days previous thereto by written notice delivered personally or mailed to each director at his business address, or by telegram. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any director may waive notice of any meeting. The attendance of such a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

SECTION 6. Quorum. A majority of the number of directors fixed by Section 2 of this Article III shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than such majority is present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

SECTION 7. Manner of Acting. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

ARTICLE IV. OFFICERS

SECTION 1. Number. The officers of the corporation shall be a President/Treasurer, and a Vice-President/Secretary, each of whom shall be elected by the Board of Directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors.

SECTION 2. Election & Term of Office. The officers of the corporation to be elected by the Board of Directors, shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of the shareholders. If the election shall be held as soon thereafter as conveniently may be. Each officer shall hold office until his successor shall have been duly elected or he has resigned, or shall have been removed in the manner hereinafter provided.

SECTION 3. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be by the Board of Directors for the unexpired period of the term.

SECTION 4. President. The President shall be the principal executive office of the corporation and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the corporation. He shall, when present, preside at all meetings of the shareholders and of the Board of Directors. He may sign, with the Secretary or any other proper office of the corporation thereunto authorized by the Board of Directors, certificates for shares of the corporation, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these bylaws to some

other officer or agent of the corporation, or shall be required by law to be otherwise signed or executed; and in general shall perform al duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

As treasurer, he shall: (a) have charge and custody of and be responsible for all funds and securities of the corporation; (b) receive and give receipts for monies due and payable to the corporation from any other source whatsoever, and deposit all such monies in the name of the corporation in such banks, trust companies, or other depositories as shall be selected in accordance with provisions of Article V of these bylaws; and (c) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the Board of Directors.

SECTION 5. Vice President. In the absence of the President or in the event of his death, inability or refusal to act, the Vice-President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice-President shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

As Secretary, he shall (a) keep the minutes of the shareholders and the Board of Directors meetings in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provision of these bylaws or as required by

law; (c) be custodian of the corporate records and of the seal of the corporation and see that the seal of the corporation is affixed to all documents the execution of which on behalf of the corporation under its seal is duly authorized; (d) keep a register of the post office address of each shareholder; (e) have general charge of the stock transfer books of the corporation; (f) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the Board of Directors.

SECTION 6. Salaries. The salaries of the officers shall be fixed from time to time by the Board of Directors and no officer shall be prevented from receiving such salary by reason of the fact that he is also a director of the corporation.

ARTICLE V. CONTRACTS, LOANS, CHECKS & DEPOSITS

SECTION 1. Contract. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

SECTION 2. Loans. No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

SECTION 3. Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidence of

indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

SECTION 4. Deposits. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select.

ARTICLE VI. CERTIFICATES FOR SHARES & THEIR TRANSFER

SECTION 1. Certificates of Shares. Certificates representing shares of the corporation shall be in such form as shall be determined by the Board of Directors. Such certificates shall be signed by the President and by the Secretary or by such other officers authorized by law and by the Board of Directors so to do. All certificates for shares shall be consecutively numbered or otherwise identified. The name and address of the person to whom the shares presented thereby are issued, with the number of share and date of issue, shall be entered on the stock transfer books of the corporation or transfer shall be cancelled and no new certificates shall be issued until the former certificate for a like number of shares have been surrendered and cancelled, except that in case of a lost, destroyed or mutilated certificate a new one may be issued therefore upon such terms and indemnification to the corporation as the Board of Directors may prescribe.

SECTION 2. Transfer of Shares. Transfer of shares of the corporation shall be made on the stock transfer books of the

corporation by the holder of record thereof or by his legal representative, who shall furnish proper evidence of authority to transfer, or by his attorney thereunto authorized by power of attorney duly executed and filed with the Secretary of the corporation, and on surrender for cancellation of the certificate of such shares. The person in whose name shares stand on the books of the corporation shall be deemed by the corporation to be the owner thereof for all purposes.

ARTICLE VII. FISCAL YEAR

The fiscal year of the corporation shall begin on the first day of January, and end on the last day of December

ARTICLE VIII.

The Board of Directors may provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the corporation and the state of incorporation and the words, “Corporate Seal”.

ARTICLE IX. WAIVER OF NOTICE

Unless otherwise provided by law, whenever any notice is required to be given to any shareholders or directors of the corporation under the provisions of these bylaws or under the provisions of the articles of incorporation, a waiver thereof in writing, signed by the person or persons entitled to such notice whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE X. AMENDMENTS

The bylaws may be altered, amended or repealed and new bylaws may be adopted by vote of the shareholders representing a majority

of all the shares issued and outstanding, at any annual shareholders' meeting or any special shareholder's meeting when the proposed amendment has been set out in the notice of such meeting.

Exhibit 3.250

1920935
FILED
In the office of the Secretary of State
of the State of California
FEB 17 1995
BILL JONES, Secretary of State

ARTICLES OF INCORPORATION

OF

WCHS, INC.

I.

The name of this corporation is WCHS, INC..

II.

The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business, or the practice of a profession permitted to be incorporated by the California Corporations Code.

III.

The name and address in this state of this corporation's initial agent for service of process is Jerry J. Gumpel, 701 "B" Street, Suite 625, San Diego, California 92101.

IV.

The total number of shares which the corporation is authorized to issue is one million (1,000,000).

V.

The corporation is authorized to indemnify its agents to the fullest extent permissible under California law. For purposes of this provision, the term "agent" has the meaning set forth from time to time in Section 317 of the California Corporations Code.

DATED: February 16, 1995

Robin F. Lake

Robin F. Lake, Incorporator

The undersigned declares that the undersigned has executed these Articles of Incorporation, and that this instrument is the act and deed of the undersigned.

Robin F. Lake

Robin F. Lake, Incorporator

Exhibit 3.251

HISTORY OF BYLAWS
of
WCHS, INC.
a California corporation

February 17, 1995	Adopted by Incorporator.
February 17, 1995	Approved by the Sole Director.
May 10, 2002	Amended and restated in their entirety as approved by the Sole Director and Sole Shareholder.

AMENDED AND RESTATED BYLAWS

OF

WCHS, INC.

a California corporation

As of May , 2002

TABLE OF CONTENTS

TABLE OF CONTENTS
(continued)

AMENDED AND RESTATED BYLAWS

OF

WCHS, INC.

a California corporation

As of May , 2002

ARTICLE I

OFFICES

Section 1.1 Principal Executive Office.

The principal executive office for the transaction of the business of the corporation is hereby fixed and located [105 North Bascom Avenue, Second Floor, San Jose, CA 95128, County of Santa Clara, State of California]. The Board of Directors is hereby granted full power and authority to change said principal office from one location to another.

Section 1.2 Other Offices.

Branch or subordinate offices may at any time be established by the Board of Directors at any place or places where the corporation is qualified to do business.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 2.1 Place of Meetings.

All meetings of shareholders shall be held either at the principal executive office or at any other place within or without the State of California which may be designated either by the Board of Directors or by the written consent of a majority of the shareholders entitled to vote thereat as determined pursuant to Section 6.1 of these Bylaws given either before or after the meeting.

Section 2.2 Annual Meetings.

The annual meetings of shareholders shall be held on such day and at such hour as may be fixed by the Board of Directors. At such meeting, Directors shall be elected, and any other proper business may be transacted.

Section 2.3 Special Meetings.

Special meetings of the shareholders may be called at any time by the Board of Directors, the Chairman of the Board, the President, or by the holders of shares entitled to cast not less than ten percent (10%) of the votes at the meeting. Notice of such special meeting shall be given in the same manner as for the annual meeting of shareholders. Notices of any special meetings shall specify in addition to the place, date and hour of such meeting, the general nature of the business to be transacted thereat.

Section 2.4 Notice of Meetings or Reports.

Written notice of each meeting of shareholders shall be given not less than ten (10) days nor more than sixty (60) days before the date of the meeting to each shareholder entitled to vote thereat. Such notice shall be given either personally or by mail or other means of written communication, addressed or delivered to each shareholder entitled to vote at such meeting at the address of such shareholder appearing on the books of the corporation or given by him to the corporation for the purpose of such notice. If no such address appears or is given, notice shall be given either personally or by mail or other means of written communication addressed to the shareholder at the place where the principal executive office of the corporation is located, or by publication at least once in a newspaper of general circulation in the county in which said office is located. The notice shall be deemed to have been given at the time when delivered personally or deposited in the mail or sent by other means of written communication.

The same procedure for the giving of notice shall apply to the giving of any report to shareholders.

All such notices shall state the place, the date and the hour of such meeting, and shall state such matters, if any, as may be expressly required by the California Corporations Code.

Upon request by any person or persons entitled to call a special meeting, the Chairman of the Board, President, Vice President or Secretary shall within twenty (20) days after receipt of the request cause notice to be given to the shareholders entitled to vote that a special meeting will be held at a time requested by the person or persons calling the meeting, but not less than thirty-five (35) nor more than sixty (60) days after receipt of the request.

All other notices shall be sent by the Secretary or an Assistant Secretary, or if there be no such officer, or in the case of his neglect or refusal to act, by any other officer, or by persons calling the meeting.

Section 2.5 Adjourned Meetings and Notice Thereof.

Any shareholders' meeting, annual or special, whether or not a quorum is present, may be adjourned from time to time by the vote of a majority of the shares, represented either in person or by proxy, but in the absence of a quorum, no other business may be transacted at such meeting, except as provided in Section 2.7 of these Bylaws.

When a shareholders' meeting is adjourned to another time or place, notice of the adjourned meeting need not be given if the time and place thereof are announced at the meeting at which the adjournment is taken; except that if the adjournment is for more than forty-five (45) days or if after the adjournment a new record date is fixed for the adjourned meeting, notice of the adjourned meeting shall be given to each shareholder of record entitled to vote thereat.

At the adjourned meeting, the corporation may transact any business which might have been transacted at the original meeting.

Section 2.6 Voting.

Except as otherwise provided in the Articles of Incorporation and subject to Section 6.1 of these Bylaws, each outstanding share, regardless of class, shall be entitled to one vote on each matter submitted to a vote of shareholders. Vote may be viva voce or by ballot; provided, however, that elections for directors must be by ballot upon demand made by a shareholder at the meeting and before the voting begins.

Every shareholder entitled to vote at any election for Directors may cumulate his, her or its votes and give one candidate a number of votes equal to the number of directors to be elected, multiplied by the number of votes to which his shares are entitled, or to distribute his, her or its votes on the same principle among as many candidates as he thinks fit, provided that no shareholder shall be entitled to cumulate votes unless such candidate or candidates names have been placed in nomination prior to the voting and the shareholder has given notice at the meeting, prior to the voting, of the shareholder's intention to cumulate the shareholder's votes. If any one shareholder has given such notice, all shareholders may cumulate their votes for candidates in nomination. The candidates receiving the highest number of votes of the shares entitled to be voted for them, up to the number of directors to be elected by such shares, shall be elected.

Any holder of shares entitled to vote on any matter may vote part of the shares in favor of the proposal and refrain from voting the remaining shares or vote them against the proposal, other than elections to office, but, if the shareholder fails to specify the number of shares such shareholder is voting affirmatively, it shall be conclusively presumed that the shareholder's approving vote is with respect to all shares said shareholder is entitled to vote.

Section 2.7 Quorum.

A majority of the shares entitled to vote, represented in person or by proxy, shall constitute a quorum at any meeting of shareholders. If a quorum is present, the affirmative vote of a majority of the shares represented at the meeting and entitled to vote on any matter shall be the act of the shareholders, unless otherwise required by the Articles of Incorporation or the California Corporations Code.

The shareholders present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough shareholders to leave less than a quorum, if any action taken (other than adjournment) is approved by at least a majority of the shares required to constitute a quorum.

Section 2.8 Consent of Absentees.

The transactions of any meeting of shareholders, if not duly called and noticed, and wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy, and if, either before or after the meeting, each of the shareholders entitled to vote, not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents, or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when a person objects, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened; provided, that attendance at a meeting is not a waiver of any right to object to the consideration of matters required by law or these Bylaws to be included in the notice but not so included if such objection is expressly made at the meeting.

Section 2.9 Action Without Meeting.

Any action which may be taken at any meeting of shareholders may be taken without a meeting and without prior notice, if a consent in writing, setting forth the actions so taken, shall be signed by the holders of outstanding shares having not less than the minimum number of votes which would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted; provided, that except to fill a vacancy as provided in Section 3.6 of these Bylaws, Directors may not be elected by written consent except by unanimous written consent of all shares entitled to vote for the election of Directors.

Unless the consents of all shareholders entitled to vote have been solicited in writing, notice of the following actions approved by shareholders without a meeting by less than unanimous written consent shall be given to those shareholders entitled to vote who have not consented in writing at least ten (10) days before the consummation of the action authorized by such approval:

(a) approval of a contract or other transaction between the corporation and one or more of its Directors, or between the corporation and any corporation, firm or association in which one or more of its Directors has a material financial interest.

(b) approval of any indemnification to be made by the corporation of a person who was or is a party or is threatened to be made a party to any proceeding by reason of the fact that such person was or is an agent of the corporation.

(c) approval of the principal terms of a reorganization.

(d) approval of a plan of distribution of the shares, obligations or securities of any other corporation, or assets other than money, which is not in accordance with the liquidation rights of the preferred shares as specified in the Articles of Incorporation or a Certificate of Determination.

Unless the consents of all shareholders entitled to vote have been solicited in writing, prompt notice of the taking of any corporate action not listed above which is approved by shareholders without a meeting by less than unanimous written consent, shall be given to those shareholders entitled to vote who have not consented in writing.

Such notice shall be given as provided in Section 2.4 of these Bylaws.

Section 2.10 Proxies.

Every person entitled to vote shares may authorize another person or persons to act by proxy with respect to such shares. No proxy shall be valid after the expiration of eleven (11) months from the date thereof unless otherwise provided in the proxy.

ARTICLE III

DIRECTORS

Section 3.1 Powers.

Subject to the limitations stated in the Articles of Incorporation, these Bylaws, and the California Corporations Code as to actions which shall be approved by the shareholders or by the affirmative vote of a majority of the outstanding shares entitled to vote, and subject to the duties of Directors as prescribed by the California Corporations Code, all corporate powers shall be exercised by, or under the direction of, and the business and affairs of the corporation shall be managed by, the Board of Directors.

Section 3.2 Number of Directors.

The authorized number of Directors of the corporation shall be three (3). The number of Directors provided in this Section 3.2 may be changed by an amendment to these Bylaws duly adopted by the affirmative vote of a majority of the outstanding shares entitled to vote.

Section 3.3 Election and Term of Office.

The Directors shall be elected at each annual meeting of shareholders, but if any such annual meeting is not held, or the Directors are not elected thereat, the Directors may be elected at any special meeting of the shareholders held for that purpose. All Directors shall hold office until the expiration of the term for which elected and until their respective successors are elected, except in the case of the death, resignation or removal of any Director. A Director need not be a shareholder.

Section 3.4 Resignation.

Any Director may resign effective upon giving written notice to the Chairman of the Board, the President, the Secretary or the Board of Directors of the corporation, unless the notice specifies a later time for the effectiveness of such resignation. If the resignation is effective at a future time, the Board of Directors may elect a successor to take office when the resignation becomes effective.

Section 3.5 Removal.

The entire Board of Directors or any individual Director may be removed from office, prior to the expiration of their or his term of office only in the manner and within the limitations provided by the California Corporations Code.

No reduction of the authorized number of Directors shall have the effect of removing any Director prior to the expiration of such Director's term of office.

Section 3.6 Vacancies.

A vacancy in the Board of Directors shall be deemed to exist (i) in case of the death, resignation or removal of any Director, (ii) if the Board of Directors by resolution declares vacant the office of a Director who has been declared of unsound mind by an order of court or convicted of a felony, (iii) if the authorized number of Directors is increased, or (iv) if the shareholders fail at any annual or special meeting of shareholders at which any Director or Directors are elected to elect the full authorized number of Directors to be voted for at that meeting.

Vacancies in the Board of Directors may be filled by a majority of the remaining Directors, or if the number of Directors then in office is less than a quorum by (i) unanimous written consent of the Directors then in office, (ii) the affirmative vote of a majority of the Directors then in office at a meeting held pursuant to notice or waivers of notice, or (iii) a sole remaining Director; however, a vacancy created by the removal of a Director by the vote or written consent of the shareholders or by court order may be filled only by the affirmative vote of a majority of the shares represented and voting at a duly held meeting at which a quorum is present (which shares voting affirmatively also constitute at least a majority or 66 2/3 percent of the required quorum), or by the unanimous written consent of all shares entitled to vote thereon. Each Director so elected shall hold office until the expiration of the term for which he was elected and until his successor is elected at an annual or a special meeting of the shareholders, or until his death, resignation or removal.

The shareholders may elect a Director or Directors at any time to fill any vacancy or vacancies not filled by the Directors. Any such election by written consent other than to fill a vacancy created by removal requires the consent of the holders of a majority of the outstanding shares entitled to vote.

Section 3.7 Organization Meeting.

Immediately after each annual meeting of shareholders, the Board of Directors shall hold a regular meeting for the purpose of organization, the election of officers and the transaction of other business. No notice of such meeting need be given.

Section 3.8 Other Regular Meetings.

The Board of Directors may provide by resolution the time and place for the holding of regular meetings of the Board; provided, however, that if the date so designated falls upon a legal holiday, then the meeting shall be held at the same time and place on the next succeeding day which is not a legal holiday. No notice of such regular meetings of the Board need be given.

Section 3.9 Calling Meetings.

Meetings of the Board of Directors for any purpose or purposes shall be held whenever called by the Chairman of the Board, the President or the Secretary or any two Directors of the corporation.

Section 3.10 Place of Meetings.

Meetings of the Board of Directors shall be held at any place within or without the State of California which may be designated in the notice of the meeting, or, if not stated in the notice or if there is no notice, designated by resolution of the Board. In the absence of such designation, meetings of the Board of Directors shall be held at the principal executive office of the corporation.

Section 3.11 Meetings By Conference Telephone or Other Communications Equipment.

So long as permitted by statute, directors may participate in a regular or special meeting through any means of communication, including conference telephone, electronic screen communication or other communications equipment. Participation in a meeting pursuant to this Section 3.11 constitutes presence in person at that meeting if each participating director is provided the means to communicate with all of the other directors concurrently and (1) the meeting is held by conference telephone or video conferencing or other communication mode enabling participants to determine, through voice or image recognition, that a participant is or is not a director entitled to participate in the meeting or (2) another verification device (determined in the discretion of the chairman of the meeting) is used that each person participating in the meeting is in fact a director. Such verification method may include (at the discretion of the Chairman of the meeting) use of passwords or similar codes for gaining access to the meeting.

Members of the Board may participate in a regular or special meeting through use of conference telephone or similar communications equipment, so long as all members participating in such meeting can hear one another. Participation in a meeting pursuant to this Section 3.11 constitutes presence in person at such meeting.

Section 3.12 Notice of Special Meetings.

Written notice of the time and place of special meetings of the Board of Directors shall be delivered personally to each Director, or sent to each Director by mail, telephone, including a voice messaging system or other system or technology designed to record and communicate messages, telegraph, facsimile, electronic mail or other electronic means. In case such notice is sent by mail, it shall be deposited in the United States mail at least four (4) days

prior to the time of the holding of the meeting. In case such notice is delivered personally, or by telephone, including a voice messaging system or other system or technology designed to record and communicate messages, telegraph, facsimile, electronic mail or other electronic means, it shall be so delivered at least forty-eight (48) hours prior to the time of the holding of the meeting. Such notice may be given by the Secretary of the corporation or by the persons who called said meeting. Such notice need not specify the purpose of the meeting, and notice shall not be necessary if appropriate waivers, consents and/or approvals are filed in accordance with Section 3.13 of these Bylaws.

Section 3.13 Waiver of Notice.

Notice of a meeting need not be given to any Director who signs a waiver of notice, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to such Director.

The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice if a quorum is present and if, either before or after the meeting, each of the Directors not present signs a written waiver of notice, a consent to holding the meeting or an approval of the minutes thereof. All such waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 3.14 Action Without Meeting.

Any action required or permitted to be taken by the Board of Directors may be taken without a meeting, if all members of the Board shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board. Such action by written consent shall have the same force and effect as a unanimous vote of such Directors.

Section 3.15 Quorum.

A majority of the authorized number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present shall be the act of the Board of Directors, unless the Articles of Incorporation or the California Corporations Code specifically requires a greater number. In the absence of a quorum at any meeting of the Board of Directors, a majority of the Directors present may adjourn the meeting as provided in Section 3.16 of these Bylaws. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of enough Directors to leave less than a quorum, if any action taken is approved by at least a majority of the required quorum for such meeting.

Section 3.16 Adjournment.

Any meeting of the Board of Directors, whether or not a quorum is present, may be adjourned to another time and place by the vote of a majority of the Directors present. Notice of the time and place of the adjourned meeting need not be given to absent Directors if said time and place are fixed at the meeting adjourned.

Section 3.17 Inspection Rights.

Every Director shall have the absolute right at any time to inspect, copy and make extra copies of, in person or by agent or attorney, all books, records and documents of every kind and to inspect the physical properties of the corporation.

Section 3.18 Fees and Compensation.

Directors shall not receive any stated salary for their services as directors, but, by resolution of the Board, a fixed fee, with or without expenses of attendance, may be allowed for attendance at each meeting. Nothing herein contained shall be construed to preclude any Director from serving the corporation in any other capacity as an officer, agent, employee, or otherwise, and receiving compensation therefor.

Section 3.19 Loans to Officers.

The Board may approve loans of money or property from the corporation to, and guaranties by the corporation of the obligations of, any officer, whether or not a director, of the corporation, and may adopt employee benefit plans authorizing such loans and/or guaranties, without the approval of the shareholders of the corporation, provided that:

(a) the corporation has outstanding shares held of record by more than 100 persons on the date of approval by the Board;

(b) the vote for approval is sufficient without counting the vote of any interested director or directors; and

(c) the Board determines that such loan, guaranty, or plan may reasonably be expected to benefit the corporation.

ARTICLE IV

EXECUTIVE COMMITTEE AND OTHER COMMITTEES

Section 4.1 Executive Committee.

The Board of Directors may, by resolution adopted by a majority of the authorized number of Directors, appoint an executive committee, consisting of two or more Directors. The Board may designate one or more Directors as an alternate member of such committee, who may replace any absent member of any meeting of the committee. The executive committee, subject to any limitations imposed by the California Corporations Code, or by resolution adopted by the affirmative vote of a majority of the authorized number of Directors, or imposed by the Articles of Incorporation or by these Bylaws, shall have and may exercise all of the powers of the Board of Directors.

Section 4.2 Other Committees.

The Board of Directors may, by resolution adopted by a majority of the authorized number of Directors, designate such other committees, each consisting of two or more Directors, as it may from time to time deem advisable to perform such general or special duties as may from time to time be delegated to any such committee by the Board of Directors, subject to the limitations contained in the California Corporations Code, or imposed by the Articles of Incorporation or by these Bylaws. The Board may designate one or more Directors as alternate members of any committee, who may replace any absent member at any meeting of the committee.

Section 4.3 Minutes and Reports.

Each committee shall keep regular minutes of its proceedings, which shall be filed with the Secretary. All action by any committee shall be reported to the Board of Directors at the next meeting thereof, and, insofar as rights of third parties shall not be affected thereby, shall be subject to revision and alteration by the Board of Directors.

Section 4.4 Meetings.

Except as otherwise provided in these Bylaws or by resolution of the Board of Directors, each committee shall adopt its own rules governing the time and place of holding and the method of calling its meetings and the conduct of its proceedings and shall meet as provided by such rules, and it shall also meet at the call of any member of the committee. Unless otherwise provided by such rules or by resolution of the Board of Directors, committee meetings shall be governed by Sections 3.11, 3.12 and 3.13 of these Bylaws. Any action required or permitted to be taken by the a committee may be taken without a meeting, if all members of the committee shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board. Such action by written consent shall have the same force and effect as a unanimous vote of such committee members.

Section 4.5 Term of Office of Committee Members.

The term of office of any committee member shall be as provided in the resolution of the Board of Directors designating him but shall not exceed his term as a Director. Any member of a committee may be removed at any time by resolution adopted by Directors holding a majority of the directorships, either present at a meeting of the Board or by written approval thereof.

ARTICLE V

OFFICERS

Section 5.1 Officers.

The officers of the corporation shall be a Chief Executive Officer, a President, a Secretary, and a Treasurer, who shall be the Chief Financial Officer of the corporation. The corporation may also have, at the discretion of the Board of Directors, a Chairman of the Board, one or more Vice Presidents, one or more Assistant Treasurers, and such other officers as may be appointed in accordance with the provisions of Section 5.3. One person may hold two or more offices.

Section 5.2 Election.

The officers of the corporation, except such officers as may be appointed in accordance with the provisions of Sections 5.3 or 5.5 of these bylaws, shall be chosen annually by the Board of Directors, and each shall hold his office until he shall resign or shall be removed or otherwise disqualified to serve, or his successor shall be elected and qualified.

Section 5.3 Subordinate Officers, etc.

The Board of Directors may appoint such other officers as the business of the corporation may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in these Bylaws or as the Board of Directors may from time to time determine.

Section 5.4 Removal and Resignation.

Any officer may be removed, either with or without cause, by a majority of the Directors at the time in office, at any regular or special meeting of the Board, or, except in case of an officer chosen by the Board of Directors, by an officer upon whom such power of removal may be conferred by the Board of Directors.

Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.5 Vacancies.

A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner described in these Bylaws for regular appointments to such office.

Section 5.6 Chairman of the Board.

The Chairman of the Board, if there shall be such an officer, shall, if present, preside at all meetings of the Board of Directors, and exercise and perform such other powers and duties as may be from time to time assigned to him by the Board of Directors or prescribed by these Bylaws.

Section 5.7 Chief Executive Officer.

Subject to such supervisory powers, if any, as may be given by the Board of Directors to the Chairman of the Board, if there be such an Officer, the Chief Executive Officer shall be the general manager of the corporation and shall, subject to the control of the Board of Directors, have general supervision, direction, and control of the business and Officers of the corporation. He shall preside at all meetings of the shareholders and, in the absence of the Chairman of the Board, or if there be none, at all meetings of the Board of Directors. He shall be *ex officio* a member of all the standing committees, including the Executive Committee, if any. He shall have such other powers and duties as may be prescribed by the Board of Directors.

Section 5.8 President.

Subject to such supervisory powers, if any, as may be given by the Board of Directors to the Chairman of the Board, if there be such an Officer, and subject to the supervision of the Chief Executive Officer, if such Office is held by another person, the President shall be responsible for the day-to-day management of the business and affairs of the Corporation. In the absence or disability of the Chief Executive Officer, if such office is held by another person, the President shall perform all duties of the Chief Executive Officer, and when so acting shall have all the powers of, and be subject to the restrictions upon the Chief Executive Officer. He shall have such other powers and duties as may be prescribed by the Board of Directors or by these Bylaws.

Section 5.9 Vice President.

In the absence or disability of the President, the Vice Presidents, if any, in order of their rank as fixed by the Board of Directors, or if not ranked, the Vice President designated by the Board of Directors, shall perform all the duties of the President, and when so acting shall have all the powers of, and be subject to, all the restrictions upon, the President. The Vice Presidents shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the Board of Directors or these Bylaws.

Section 5.10 Secretary.

The Secretary shall keep, or cause to be kept, a book of minutes in written form of the proceedings of the Board of Directors, committees of the Board, and shareholders. Such minutes shall include all waivers of notice, consents to the holding of meetings, or approvals of the minutes of meetings executed pursuant to these Bylaws or the California Corporations Code. The Secretary shall keep, or cause to be kept at the principal executive office or at the office of the corporation’s transfer agent or registrar, a record of its shareholders, giving the names and addresses of all shareholders and the number and class of shares held by each.

The Secretary shall give or cause to be given, notice of all meetings of the shareholders and of the Board of Directors required by these Bylaws or by law to be given, and shall keep the seal of the corporation in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or these Bylaws.

Section 5.11 Treasurer and Chief Financial Officer.

The Treasurer and Chief Financial Officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of account in written form or any other form capable of being converted into written form.

The Treasurer and Chief Financial Officer shall deposit all monies and other valuables in the name and to the credit of the corporation with such depositaries as may be designated by the Board of Directors. He shall disburse all funds of the corporation as may be ordered by the Board of Directors, shall render to the Chief Executive Officer, President and Directors, whenever they request it, an account of all of his transactions as Treasurer and Chief Financial Officer and of the financial condition of the corporation, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or by these Bylaws.

Section 5.12 Compensation.

The compensation of the officers shall be fixed from time to time by the Board of Directors, and no officer shall be prevented from receiving such compensation by reason of the fact that he is also a Director of the corporation.

ARTICLE VI

GENERAL MATTERS

Section 6.1 Record Date.

The Board of Directors may fix, in advance, a time in the future as the record date for the determination of shareholders entitled to notice of any meeting or to vote or entitled to receive payment of any dividend or other distribution or allotment of any rights or entitled to exercise any rights in respect of any other lawful action. Shareholders on the record date are entitled to notice and to vote or receive the dividend, distribution or allotment of rights or to exercise the rights, as the case may be, notwithstanding any transfer of any shares in the books of the corporation after the record date, except as otherwise provided by law. Said record date shall not be more than sixty (60) or less than ten (10) days prior to the date of such meeting, nor more than sixty (60) days prior to any other action.

A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting unless the Board fixes a new record date for the adjourned meeting, but the Board shall fix a new record date if the meeting is adjourned for more than forty-five (45) days from the date set for the original meeting.

If no record date is fixed by the Board of Directors, the record date shall be fixed pursuant to the California Corporations Code.

Section 6.2 Inspection of Corporate Records.

The accounting books and records, and minutes of proceedings of the shareholders and the Board of Directors and committees of the Board shall be open to inspection upon written demand made upon the corporation by any shareholder or the holder of a voting trust certificate, at any reasonable time during usual business hours, for a purpose reasonably related to his interest as a shareholder, or as the holder of such voting trust certificate. The record of shareholders shall also be open to inspection by any shareholder or holder of a voting trust certificate at any time during usual business hours upon written demand on the corporation, for a purpose reasonably related to such holder's interest as a shareholder or holder of a voting trust certificate. Such inspection may be made in person or by an agent or attorney, and shall include the right to copy and to make extracts.

Section 6.3 Execution of Corporate Instruments.

The Board of Directors may, in its discretion, determine the method and designate the statutory officer or officers, or other person or persons, to execute any corporate instrument or document, or to sign the corporate name without limitation, except where otherwise provided by law, and such execution or signature shall be binding upon the corporation. Unless otherwise specifically determined by the Board of Directors, formal contracts of the corporation, promissory notes, mortgages, evidences of indebtedness, conveyances or other instruments in writing, and any assignment or endorsement thereof, executed or entered into between the corporation and any person, may be signed by anyone of the Chairman of the Board, the Chief Executive Officer, the President, any Vice President, the Secretary or the Treasurer of the corporation.

Section 6.4 Ratification by Shareholders.

The Board of Directors may, subject to applicable notice requirements, in its discretion, submit any contract or act for approval or ratification of the shareholders at any annual meeting of shareholders, or at any special meeting of shareholders called for that purpose; and any contract or act which shall be approved or ratified by the affirmative vote of a majority of the shares entitled to vote represented at a duly held meeting at which a quorum is present, or by the written consent of shareholders, shall be as valid and binding upon the corporation and upon the shareholders thereof as though approved or ratified by each and every shareholder of the corporation, unless a greater vote is required by law for such purpose.

Section 6.5 Annual Report.

For so long as the corporation has less than 100 holders of record of its shares, the mandatory requirement of an annual report is hereby expressly waived. The Board of Directors may, in its discretion, cause an annual report to be sent to the shareholders. Such reports shall contain at least a balance sheet as of the close of such fiscal year and an income statement and statement of changes in financial position for such fiscal year, and shall be accompanied by any report thereon of independent accountants, or if there is no such report, the certificate of an authorized officer of the corporation that such statements were prepared without audit of the books and records of the corporation.

A shareholder or shareholders holding at least five percent (5%) of the outstanding shares of any class of the corporation may make a written request to the corporation for an income statement and/or a balance sheet of the corporation for the three-month, six-month or nine-month period of the current fiscal year ended more than thirty (30) days prior to the date of the request, and such statement shall be delivered or mailed to the person making the request within thirty (30) days thereafter. Such statements shall be accompanied by the report thereon, if any, of any independent accountants engaged by the corporation or the certificates of an authorized officer of the corporation that such financial statements were prepared without audit from the books and records of the corporation.

Section 6.6 Representation of Shares of Other Corporations.

The Chief Executive Officer and the President of this corporation are authorized to vote, represent and exercise on behalf of the corporation all rights incident to any and all shares of any other corporation or corporations standing in the name of this corporation. The authority herein granted to said officers to vote or represent on behalf of this corporation any and all shares held by this corporation and any other corporation or corporations may be exercised either by such officers in person or by any person authorized so to do by proxy or power of attorney and duly executed by said officers.

Section 6.7 Inspection of Bylaws.

The corporation shall keep in its principal executive office in this State the original or a copy of the Bylaws as amended or otherwise altered to date, which shall be open to inspection by the shareholders at all reasonable times during office hours.

ARTICLE VII

SHARES OF STOCK

Section 7.1 Form of Certificates.

Certificates for shares of stock of the corporation shall be in such form and design as the Board of Directors shall determine and shall be signed in the name of the corporation by the Chairman of the Board, or the Chief Executive Officer or the President and by the Treasurer or an Assistant Treasurer or the Secretary or any Assistant Secretary. Each certificate shall state the certificate number, the date of issuance, the number, class or series and the name of the record holder of the shares represented thereby, the name of the corporation, and, if the shares of the corporation are classified or if any class of shares has two or more series, there shall appear the statement required by the California Corporations Code.

Section 7.2 Transfer of Shares.

Shares of stock may be transferred in any manner permitted or provided by law. Before any transfer of stock is entered upon the books of the corporation, or any new certificate issued therefor, the older certificate, properly endorsed, shall be surrendered and canceled, except when a certificate has been lost, stolen or destroyed.

Section 7.3 Lost Certificates.

The Board of Directors may order a new certificate for shares of stock to be issued in the place of any certificate alleged to have been lost, stolen or destroyed, but in every such case, the owner or the legal representative of the owner of the lost, stolen or destroyed certificates may be required to give the corporation a bond (or other adequate security) in such form and amount as the Board may deem sufficient to indemnify it against any claim that may be made against the corporation (including any expense or liability) on account of the alleged loss, theft or destruction of any such certificate or issuance of such new certificate.

ARTICLE VIII

INDEMNIFICATION

Section 8.1 Indemnification by Corporation.

Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative ("Proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director or officer of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, or was a director, officer, employee or agent of a corporation which was a predecessor corporation of the corporation or of another enterprise at the request of such predecessor corporation, whether the basis of such Proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the California General Corporation Law, against all expenses, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection therewith and such indemnification shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that, except as provided in this Article VIII of these bylaws, the corporation shall indemnify any such person seeking indemnity in connection with a Proceeding (or part thereof) initiated by such person only if such Proceeding (or part thereof) was authorized by the board of directors of the corporation. The right to indemnification conferred by this Section shall include the right to be paid by the corporation expenses incurred in defending any such Proceeding in advance of its final disposition to the fullest extent authorized by the California General Corporation Law; provided, however, that, if required by

the California General Corporation Law, the payment of such expenses incurred by such person in advance of the final disposition of such Proceeding shall be made only upon delivery to the corporation of an undertaking, by or on behalf of such person, to repay all amounts so advanced if it should be determined ultimately that such person is not entitled to be indemnified under this Section or otherwise.

Section 8.2 Right of Claimant to Bring Suit.

If a claim under Section 8.1 of this Article VIII is not paid in full by the corporation within ninety (90) days after a written claim has been received by the corporation, the claimant may at any time thereafter bring suit against the corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any Proceeding in advance of its final disposition where the required undertaking, if any, has been tendered to the corporation) that the claimant has not met the standards of conduct which make it permissible under the California General Corporation Law for the corporation to indemnify the claimant for the amount claimed. Neither the failure of the corporation (including its board of directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the California General Corporation Law, nor an actual determination by the corporation (including its board of directors, independent legal counsel, or its shareholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that claimant has not met the applicable standard of conduct.

Section 8.3 Indemnification of Employees and Agents of the Corporation.

The corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification, and to the advancement of expenses to any employee or agent of the corporation to the fullest extent of the provisions of this Article with respect to the indemnification of and advancement of expenses to directors and officers of the corporation.

Section 8.4 Rights Not Exclusive.

The rights conferred on any person by this Article VIII above shall not be exclusive of any other right which such person may have or hereafter acquire under any statute, provision of the Articles of Incorporation, Bylaw, agreement, vote of shareholders or disinterested directors or otherwise.

Section 8.5 Indemnity Agreements.

The Board of Directors is authorized to enter into a contract with any director, officer, employee or agent of the corporation, or any person who is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, including employee benefit plans, or any person who was a director, officer, employee or agent of a corporation which was a predecessor corporation of the corporation or of another enterprise at the request of such predecessor corporation, providing for indemnification rights equivalent to or, if the Board of Directors so determines, greater than, those provided for in this Article VIII.

Section 8.6 Insurance.

The corporation may purchase and maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation (including a predecessor corporation), partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the California Corporations Code.

Section 8.7 Amendment, Repeal or Modification.

Any amendment, repeal or modification of any provision of this Article VIII by the shareholders or the Directors of the corporation shall not adversely affect any right or protection of a Director or officer of the corporation existing at the time of such amendment, repeal or modification.

ARTICLE IX

AMENDMENTS

Section 9.1 Power of Shareholders.

New Bylaws may be adopted or these Bylaws may be amended or repealed by the affirmative vote of a majority of the outstanding shares entitled to vote or by the written consent thereof, except as otherwise provided by law or by the Articles of Incorporation.

Section 9.2 Power of Directors.

Subject to the right of shareholders as provided in Section 9.1 of these Bylaws, Bylaws other than a Bylaw or amendment thereof specifying or changing the authorized number of Directors, or the minimum or maximum number of a variable Board of Directors, or changing from a fixed to a variable Board of Directors or vice versa, may be adopted, amended or repealed by the approval of the Board of Directors.

CERTIFICATE OF SECRETARY

I hereby certify:

That I am the duly elected and acting Secretary of WCHS, INC., a California corporation; and

That the foregoing Amended and Restated Bylaws comprising nineteen (19) pages, constitute the original Bylaws, as amended, of said corporation duly approved by written consent of the sole shareholder.

IN WITNESS WHEREOF, I have hereunder subscribed my name this 10 day of May, 2002.

/s/ Susan Del Bene

Susan Del Bene, Secretary

Exhibit 3.252

LC001421956
Date Filed: 9/3/2014
Jason Kander
Missouri Secretary of State

CERTIFICATE OF CONVERSION
OF
WEBSTER WELLNESS PROFESSIONALS, INC.
(a Missouri corporation)
TO
WEBSTER WELLNESS PROFESSIONALS, LLC
(a Missouri limited liability company)

September 3, 2014

Pursuant to the provisions of Section 351.409 of the General and Business Corporation Law of Missouri (the "Act"), Webster Wellness Professionals, Inc., a Missouri corporation (the "Corporation"), hereby certifies as follows relating to the conversion of the Webster Wellness Professionals, LLC, a Missouri limited liability company (the "LLC"):

1. The Corporation was formed as a Missouri corporation on January 8, 2010.

2. The Corporation elects to become a Missouri limited liability company.

3. The conversion of the Corporation into the LLC has been approved by the Corporation in the manner provided for by under 351.409(2) of the Act.

4. The Articles of Organization of the LLC attached hereto as Exhibit A shall be the articles of organization of the limited liability company formed pursuant to such election and the name as set forth in its Articles of Organization shall be Webster Wellness Professionals, LLC.

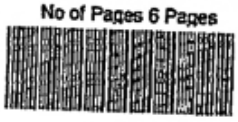
5. Upon the effective date of the conversion, all of the shares held by the sole shareholder of the Corporation shall, by virtue of the conversion and without any action on the part of such shareholder, be converted into 100% of the membership interests of the LLC. At the conclusion of the conversion, the ownership of the LLC shall be identical to the ownership of the Corporation immediately prior to the conversion.

6. As a result of the conversion, at the Effective Time, all shares of the Corporation shall cease to be outstanding, shall be canceled and retired and shall cease to exist, and the Corporation's sole shareholder shall thereafter cease to have any rights with respect to such shares, except the right to retain 100% of the membership interests of the LLC.

7. The Corporation agrees that it may be served with process in the State of Missouri in any proceeding for enforcement of any obligation of the corporation arising while it was a corporation of this state, and that it irrevocable appoints the Secretary of State of Missouri as it agent to accept service of process in any such action, suit or proceeding, The address to which a copy of such process shall be mailed by the Secretary of State of Missouri is 6100 Tower Circle, Suite 1000, Franklin, Tennessee 37067.

8. The Conversion shall be effective as of September 3, 2014 (the "Effective Time").

ORI-09222014-0083 State of Missouri
No of Pages 6 Pages



Conversion

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Conversion on the date first above written.

WEBSTER WELLNESS PROFESSIONALS, INC.

By: /s/ Christopher L. Howard
Christopher L. Howard
Vice President and Secretary

Exhibit A

Articles of Organization

State of Missouri

Jason Kander, Secretary of State

Corporations Division
PO Box 778 / 600 W. Main St., Rm. 322
Jefferson City, MO 65102

Articles of Organization

(Submit with filing fee of $105.00)

1. The name of the limited liability company is:
   Webster Wellness Professionals, LLC
   (Must include "Limited Liability Company," "Limited Company," "LC," "L.C.," "L.L.C.," or "LLC")

2. The purpose(s) for which the limited liability company is organized: healthcare related services

3. The name and address of the limited liability company's registered agent in Missouri is:
   C T Corporation System | 120 South Central Avenue | Clayton, MO 63105
   Name | *Street Address: May not use PO Box unless street address also provided* | *City/State/Zip*

4. The management of the limited liability company is vested in: ☐ managers ☒ members *(check one)*

5. The events, if any, on which the limited liability company is to dissolve or the number of years the limited liability company is to continue, which may be any number or perpetual: perpetual
   (The answer to this question could cause possible tax consequences, you may wish to consult with your attorney or accountant)

6. The name(s) and street address(es) of each organizer *(PO box may only be used in addition to a physical street address)*:
   (Organizer(s) are not required to be member(s), manager(s) or owner(s))
   Christopher L. Howard, 830 Crescent Centre Drive, Suite 610, Franklin, TN 37067

7. ☐ Series LLC (OPTIONAL) Pursuant to Section 347.186, the limited liability company may establish a designated series in its operating agreement. The names of the series must include the full name of the limited liability company and are the following:

   New Series:
   ☐ The limited liability company gives notice that the series has limited liability.

   New Series:
   ☐ The limited liability company gives notice that the series has limited liability.

   New Series:
   ☐ The limited liability company gives notice that the series has limited liability.

(Each separate series must also file an Attachment Form LLC 1A.)

Name and address to return filed document:

Name: _____

Address: _____

City, State, and Zip Code: _____

8. The effective date of this document is the date it is filed by the Secretary of State of Missouri unless a future date is otherwise indicated: _____

(Date may not be more than 90 days after the filing date in this office)

In Affirmation thereof, the facts stated above are true and correct:
(The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo)
All organizers must sign:

Organizer Signature	Christopher L. Howard *Printed Name*	9/8/14 *Date*
Organizer Signature	*Printed Name*	*Date*
Organizer Signature	*Printed Name*	*Date*

STATE OF MISSOURI

Jason Kander
Secretary of State

CERTIFICATE OF CONVERSION

WHEREAS, a Certificate of Conversion of the following entity:

Webster Wellness Professionals, Inc. - 01025532
CONVERTING INTO:
Webster Wellness Professionals, LLC - LC001421956

Organized and existing under the laws of Missouri have been received, found to conform to Law and filed.

NOW, THEREFORE, I, Missouri, Secretary of State of the State of Missouri, issue the Certificate of Conversion, certifying that the conversion of the aforenamed entity is effected, with

Webster Wellness Professionals, LLC - LC001421956

As the newly formed entity, pursuant to Chapter 351.409 RSMO.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 3rd day of September, 2014.

Jason Kander
Secretary of State

Exhibit 3.253

OPERATING AGREEMENT

OF

WEBSTER WELLNESS PROFESSIONALS, LLC

This Operating Agreement (the "Agreement") of Webster Wellness Professionals, LLC, a Missouri limited liability company (the "Company"), is entered into by and between Acadia Healthcare Company, Inc., a Delaware corporation (the "Member") and the persons admitted to the Company as members who shall be identified on Schedule A, as amended from time to time, effective as of September 3, 2014.

Section 1. Organization. Effective September 3, 2014, the Company was converted from a Missouri corporation to a single-member Missouri limited liability company by the filing of a Certificate of Conversion that effected the conversion in the office of the Secretary of State of Missouri (the "Certificate").

Section 2. Registered Office; Registered Agent. The registered office of the Company in the State of Missouri will be the initial registered office designated in the Articles of Organization (the "Articles") or such other office (which need not be a place of business of the Company) as the Member may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Missouri will be the initial registered agent designated in the Articles, or such other person as the Member may designate from time to time in the manner provided by law. The principal office of the Company will be at such location as the Member may designate from time to time, which need not be in the State of Missouri.

Section 3. Powers. The Company will have all powers permitted to be exercised by a limited liability company organized in the State of Missouri.

Section 4. Term. The Company commenced on the date the Articles were filed with the Secretary of State of Missouri, and will continue in existence until terminated pursuant to this Agreement.

Section 5. Fiscal Year. The fiscal year of the Company for financial statement and federal income tax purposes will end on December 31 unless otherwise determined by the Member. The Company is to be treated as a disregarded entity for federal tax purposes.

Section 6. Member. The Member owns 100% of the limited liability company interests in the Company.

Section 7. Address. The address of the Member is set forth below:

6100 Tower Circle, Suite 1000
Franklin, TN 37067

Section 8. New Members. No person may be admitted as a member of the Company without the approval of the Member.

Section 9. Liability to Third Parties. The Member will not have any personal liability for any obligations or liabilities of the Company, whether such liabilities arise in contract, tort or otherwise.

Section 10. Capital Contributions. On or before the date hereof, the Member has made a capital contribution in cash to the Company in the amount of $100.00. The Member will not be required to make any additional capital contributions to the Company except as may otherwise be agreed to by the Member.

Section 11. Participation in Profits and Losses. All profits and losses of the Company will be allocated to the Member.

Section 12. Distributions. Distributions will be made by the Company to the Member at such times as may be determined by the Member.

Section 13. Management. The power and authority to manage, direct and control the Company will be vested solely in the Member.

Section 14. Officers. The Member may, from time to time, designate one or more individuals to be officers of the Company, with such titles as the Member may assign to such individuals. The initial officers of the Company will be a President, a Secretary and two Vice Presidents as more specifically provided below. Officers so designated will have such authority and perform such duties as the Member may from time to time delegate to them. Any number of officer positions may be held by the same individual. Any officer may resign as such at any time by providing written notice to the Company. Any officer may be removed as such, either with or without cause, by the Member, in its sole discretion. Any vacancy occurring in any officer position of the Company may be filled by the Member. The officers of the Company, if and when designated by the Member, will have the authority, acting individually, to bind the Company.

Section 15. President. The President will, subject to the control of the Member, have general supervision, direction and control of the business and affairs of the Company. Subject to the control of the Member, the President will have the general powers and duties of management usually vested in the office of president and chief executive officer of corporations, and will have such other powers and duties as may be prescribed by the Member.

Section 16. Secretary. The Secretary will, subject to the control of the Member, prepare and keep the minutes of the proceedings of the Company in books provided for that purpose, see that all notices are duly given in accordance with the provisions of the Act, be custodian of the Company records, and will have the general powers and duties usually vested in the office of secretary of corporations, and will have such other powers and duties as may be prescribed by the Member.

Section 17. Vice Presidents. The Vice Presidents will, subject to the control of the Member, perform such duties as may be assigned to them by the President and will have the general powers and duties usually vested in the office of vice president of corporations, and will have such other powers and duties as may be prescribed by the Member. In the case of the death, disability or absence of the President, a Vice President shall perform and be vested with all the duties and powers of the President until the Member appoints a new President.

Section 18. Indemnification. The Company shall indemnify any individual who is or was a party or is or was threatened to be made a party to any action, suit, or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was an officer of the Company against expenses (including reasonable attorneys' fees and expenses), judgments, fines and amounts paid in settlement actually and reasonably incurred by such individual in connection with such action, suit or proceeding, to the extent permitted by applicable law. The right to indemnification conferred in this Section 18 includes the right of such individual to be paid by the Company the expenses incurred in defending any such action in advance of its final disposition (an "Advancement of Expenses"); provided, however, that the Company will only make an Advancement of Expenses upon delivery to the Company of an undertaking, by or on behalf of such Indemnitee, to repay all amounts so advanced if it is ultimately determined that such Indemnitee is not entitled to be indemnified under this Section 18 or otherwise.

Section 19. Dissolution. The Company will dissolve and its affairs will be wound up as may be determined by the Member, or upon the earlier occurrence of any other event causing dissolution of the Company under the Act. In such event, the Member will proceed diligently to wind up the affairs of the Company and make final distributions, and will cause the existence of the Company to be terminated.

Section 20. Amendment or Modification. This Agreement may be amended or modified from time to time only by a written instrument that is executed by the Member.

Section 21. Binding Effect. This Agreement will be binding on and inure to the benefit of the Member and its successors and assigns.

Section 22. Governing Law. This Agreement is governed by and will be construed in accordance with the law of the State of Missouri without regard to the conflicts of law principles thereof.

IN WITNESS THEREOF, the parties hereto have executed this Agreement effective as of the date set forth above.

MEMBER:

ACADIA HEALTHCARE COMPANY, INC.

By: /s/ Christopher L. Howard
Name: Christopher L. Howard
Its: Executive Vice President and Secretary

Schedule A

None.

State of West Virginia

Certificate

I, Natalie E. Tennant, Secretary of State of the State of West Virginia, hereby certify that

WHEELING TREATMENT CENTER, INC.
(A West Virginia Corporation)

filed Articles of Conversion in my office as required by the provisions of the West Virginia Code and was found to conform to law.

Therefore, I issue this

CERTIFICATE OF CONVERSION

Converting the corporation to:

WHEELING TREATMENT CENTER, LLC
(A West Virginia Limited Liability Company)

Given under my hand and the Great Seal of the State of West Virginia on
September 30, 2009

Natalie E Tennant

Secretary of State

(H)

Natalie E. Tennant
Secretary of State
State Capitol Bldg.
1900 Kanawha Blvd. East
Charleston, WV 25305

www.wvsos.com

Penney Barker, Manager
Corporations Division
Tel: (304) 558-8000
Fax: (304) 558-8381
Hrs - 8:30-5:00pm

business@wvsos.com

FEE: $25

WEST VIRGINIA
STATEMENT OF CONVERSION
of a domestic corporation to a domestic limited liability company
(form to accompany the articles of organization)

FILED
SEP 30 2009
IN THE OFFICE OF
SECRETARY OF STATE

In accordance with §31D-11-1109 of the Code of West Virginia, the undersigned organization adopts the following Articles of Conversion.

(Check appropriate boxes and complete each line of the application)

1. ☑ The corporation was converted to a limited liability company

2. The name of the corporation that converted to a limited liability company, and if it has been changed, the name under which it was originally incorporated is:
WHEELING TREATMENT CENTER, INC.

3. The date of filing of its original articles of incorporation with the West Virginia Secretary of State's Office is: Nov. 22, 2000 .

4. The name of the limited liability company into which the corporation shall be converted is:
WHEELING TREATMENT CENTER, LLC

5. The following statement must be checked before the Secretary of State can approve the conversion.

   ☑ The conversion has been approved in accordance with the provisions of West Virginia Code §31D-11-1109. (see below)

31D-11-1109 (b) The Board of Directors of the corporation which desires to convert under this section shall adopt a plan of conversion approving the conversion and recommending the approval of the conversion by the shareholders of the corporation. Such resolution shall be submitted to the shareholders of the corporation at an annual or special meeting. The corporation must notify each shareholder, whether or not entitled to vote of the meeting of shareholders at which the plan of conversion is to be submitted for approval. At the meeting, t he plan of conversion shall be considered and a vote taken for its adoption or rejection. Approval of the plan of conversion requires the approval of all of the shareholders, whether or not entitled to vote.

6. The requested effective date is: ☐ the date and time of filing
   [Requested date may not be earlier than filing nor later than 90 days after filing.] ☑ the following date: SEPTEMBER 30, 2009

7. Contact name and number of person to reach in case of problem with filing: (optional, however, listing one may help to avoid a return or rejection of filing if there appears to be a problem with the document)

   Name: NATHANIEL WEINER Phone: 408-367-0045

8. Signature of person executing document:

   Signature

   SECRETARY
   Capacity in which he/she is signing
   (Example: member, manager, etc.)

Natalie E. Tennant
Secretary of State
State Capitol Building
1900 Kanawha Blvd. East
Charleston, WV 25305-0770

WEST VIRGINIA
ARTICLES OF ORGANIZATION
OF LIMITED LIABILITY COMPANY

Penney Barker, Manager
Corporations Division
Tel: (304) 558-8000
Fax: (304) 558-8381
Hours: 8:30 a.m. - 5:00 p.m. ET

Control #_____

We, acting as organizers according to West Virginia Code §31B-2-202, adopt the following Articles of Organization for a West Virginia Limited Liability Company:

1. The name of the **West Virginia limited liability company shall be:** [The name must contain one of the required terms such as "limited liability company" or abbreviations such as "LLC" or "PLLC"–see instructions for list of acceptable terms.] WHEELING TREATMENT CENTER, LLC

2. The company will be an: ☑ LLC ☐ professional LLC for the profession of _____

3. The **address** of the initial **designated office** of the company in WV, if any, will be: (need not be a place of the company's business)
   Street: NATIONAL REGISTERED AGENTS, INC.
   300 KANAWHA BLVD.
   City/State/Zip: CHARLESTON 25321 WV

4. The mailing address of the **principal office,** if different, will be:
   Street/Box: 20400 STEVENS CREEK BLVD., SUITE 600
   City/State/Zip: CUPERTINO, CA 95014

5. The name and mailing address of the **agent for service of process,** if any, is:
   Name: NATIONAL REGISTERED AGENTS, INC.
   Street: 300 KANAWHA BLVD.
   City/State/Zip: CHARLESTON, WV 25321

6. The name and address of each organizer.

Name	No. & Street	City, State, Zip
PAMELA B. BURKE	20400 STEVENS CREEK BLVD., #600	CUPERTINO, CA 95014

7. The company will be:
   ☑ an at-will company, for an indefinite period.
   ☐ a term company, for the term of _____ years.

8. The Company will be:

☑ **member-managed.** [List the name and address of each member with signature authority, attach an extra sheet if needed] OR ☐ **manager-managed,** [List the name and address of each manager with signature authority, attach an extra sheet if needed.]

Name	Address	City, State, Zip
NATIONAL SPECIALTY CLINICS, LLC	20400 STEVENS CREEK BLVD. #600	CUPERTINO, CA 95014

9. All or specified members of a limited liability company are liable in their capacity as members for all or specified debts, obligations or liabilities of the company.

☑ NO – All debts, obligations and liabilities are those of the company.

☐ YES – Those persons who are liable in their capacity as members for all debts, obligations or liability of the company have consented to this in writing.

10. The **purposes** for which this limited liability company is formed are as follows:
(Describe the type(s) of business activity which will be conducted, for example, "real estate," "construction of residential and commercial buildings," "commercial printing," "professional practice of architecture.")

Chemical dependency treatment services and any other lawful purpose.

11. Other provisions which may be set forth in the operating agreement or matters not inconsistent with law:
[See instructions for further information; use extra pages if necessary.]

12. The number of pages attached and included in these Articles is 0.

13. The requested effective date is: ☐ the date & time of filing
[Requested date may not be earlier than filing nor later than 90 days after filing.]
☑ the following date September 30, 2009 and time _____

Contact and Signature Information:

14. The number of acres it holds or expects to hold in West Virginia is: None

Phone # 408-387-0045 Contact person: Nathaniel Wolner

15. Signature of manager of a manager-managed company, member of a member-managed company, person organizing the company, if the company has not been formed or attorney-in-fact for any of the above.

Name [print or type]	Title/Capacity	Signature
Pamela B. Burke	Secretary	Pamela B Burke

Exhibit 3.257

AMENDED AND RESTATED
OPERATING AGREEMENT
OF
WHEELING TREATMENT CENTER, LLC

This Amended and Restated Operating Agreement (the "Agreement") of Wheeling Treatment Center, LLC, a West Virginia limited liability company (the "Company"), is entered into by and between National Specialty Clinics, LLC, a Delaware limited liability company (the "Member") and the persons admitted to the Company as members who shall be identified on Schedule A, as amended from time to time, effective as of February 12, 2015.

WHEREAS, the Company is currently operating under a certain Operating Agreement, dated September 30, 2009 (the "Operating Agreement").

WHEREAS, the Member has deemed it in the best interest of the Company to amend and restate the Operating Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Organization. Effective September 30, 2009, the Company was converted from a corporation to a single-member limited liability company by the filing of a Certificate of Conversion in the office of the Secretary of State of West Virginia (the "Certificate").

Section 2. Registered Office; Registered Agent. The registered office of the Company in the State of West Virginia will be the initial registered office designated in the Certificate or such other office (which need not be a place of business of the Company) as the Member may designate from time to time in the manner provided by law. The registered agent of the Company in the State of West Virginia will be the initial registered agent designated in the Certificate, or such other person as the Member may designate from time to time in the manner provided by law. The principal office of the Company will be at such location as the Member may designate from time to time, which need not be in the State of West Virginia.

Section 3. Powers. The Company will have all powers permitted to be exercised by a limited liability company organized in the State of West Virginia.

Section 4. Term. The Company commenced on the date the Certificate was filed with the Secretary of State of West Virginia, and will continue in existence until terminated pursuant to this Agreement.

Section 5. Fiscal Year. The fiscal year of the Company for financial statement and federal income tax purposes will end on December 31 unless otherwise determined by the Member.

Section 6. Member. The Member owns 100% of the limited liability company interests in the Company.

Section 7. Address. The address of the Member is set forth below:

6100 Tower Circle, Suite 1000
Franklin, TN 37067

Section 8. New Members. No person may be admitted as a member of the Company without the approval of the Member.

Section 9. Liability to Third Parties. The Member will not have any personal liability for any obligations or liabilities of the Company, whether such liabilities arise in contract, tort or otherwise.

Section 10. Capital Contributions. On or before the date hereof, the Member has made a capital contribution in cash to the Company in the amount of $100.00. The Member will not be required to make any additional capital contributions to the Company except as may otherwise be agreed to by the Member.

Section 11. Participation in Profits and Losses. All profits and losses of the Company will be allocated to the Member.

Section 12. Distributions. Distributions will be made by the Company to the Member at such times as may be determined by the Member.

Section 13. Management. The power and authority to manage, direct and control the Company will be vested solely in the Member.

Section 14. Officers. The Member may, from time to time, designate one or more individuals to be officers of the Company, with such titles as the Member may assign to such individuals. The initial officers of the Company will be a President, a Secretary and two Vice Presidents as more specifically provided below. Officers so designated will have such authority and perform such duties as the Member may from time to time delegate to them. Any number of officer positions may be held by the same individual. Any officer may resign as such at any time by providing written notice to the Company. Any officer may be removed as such, either with or without cause, by the Member, in its sole discretion. Any vacancy occurring in any officer position of the Company may be filled by the Member. The officers of the Company, if and when designated by the Member, will have the authority, acting individually, to bind the Company.

Section 15. President. The President will, subject to the control of the Member, have general supervision, direction and control of the business and affairs of the Company. Subject to the control of the Member, the President will have the general powers and duties of management usually vested in the office of president and chief executive officer of corporations, and will have such other powers and duties as may be prescribed by the Member.

Section 16. Secretary. The Secretary will, subject to the control of the Member, prepare and keep the minutes of the proceedings of the Company in books provided for that purpose, see that all notices are duly given in accordance with the provisions of the Act, be custodian of the Company records, and will have the general powers and duties usually vested in the office of secretary of corporations, and will have such other powers and duties as may be prescribed by the Member.

Section 17. Vice Presidents. The Vice Presidents will, subject to the control of the Member, perform such duties as may be assigned to them by the President and will have the general powers and duties usually vested in the office of vice president of corporations, and will have such other powers and duties as may be prescribed by the Member. In the case of the death, disability or absence of the President, a Vice President shall perform and be vested with all the duties and powers of the President until the Member appoints a new President.

Section 18. Indemnification. The Company shall indemnify any individual who is or was a party or is or was threatened to be made a party to any action, suit, or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a manager, officer, employee or agent of the Company against expenses (including reasonable attorneys' fees and expenses), judgments, fines and amounts paid in settlement actually and reasonably incurred by such individual in connection with such action, suit or proceeding, to the extent permitted by applicable law. The right to indemnification conferred in this Section 18 includes the right of such individual to be paid by the Company the expenses incurred in defending any such action in advance of its final disposition (an "Advancement of Expenses"); provided, however, that the Company will only make an Advancement of Expenses upon delivery to the Company of an undertaking, by or on behalf of such Indemnitee, to repay all amounts so advanced if it is ultimately determined that such Indemnitee is not entitled to be indemnified under this Section 18 or otherwise.

Section 19. Dissolution. The Company will dissolve and its affairs will be wound up as may be determined by the Member, or upon the earlier occurrence of any other event causing dissolution of the Company under the Act. In such event, the Member will proceed diligently to wind up the affairs of the Company and make final distributions, and will cause the existence of the Company to be terminated.

Section 20. Amendment or Modification. This Agreement may be amended or modified from time to time only by a written instrument that is executed by the Member.

Section 21. Binding Effect. This Agreement will be binding on and inure to the benefit of the Member and its successors and assigns.

Section 22. Governing Law. This Agreement is governed by and will be construed in accordance with the law of the State of West Virginia without regard to the conflicts of law principles thereof.

IN WITNESS THEREOF, the undersigned hereto has executed this Agreement effective as of the date set forth above.

MEMBER:

NATIONAL SPECIALTY CLINICS, LLC

By: /s/ Christopher L. Howard
Christopher L. Howard
Vice President and Secretary

Schedule A

None

9788-1587

Microfilm Number _____

Entity Number 2787852

Filed with the Department of State on DEC 05 1997

Secretary of the Commonwealth

JK

ARTICLES OF INCORPORATION-FOR PROFIT
OF
WHITE DEER REALTY ACQUISITION CORP.
Name of Corporation
A TYPE OF CORPORATION INDICATED BELOW

Indicate type of domestic corporation:

X Business-stock (15 Pa.C.S. § 1306) — Management (15 Pa.C.S. § 2702)

Business-nonstock (15 Pa.C.S. § 2102) — Professional (15 Pa.C.S. § 2903)

Business-statutory close (15 Pa.C.S. § 2303) — Insurance (15 Pa.C.S. § 3101)

Cooperative (15 Pa.C.S. § 7102)

DSCB:15-1306/2102/2303/2702/2903/3101/7102A (Rev 91)

In compliance with the requirements of the applicable provisions of 15 Pa.C.S. (relating to corporations and unincorporated associations) the undersigned, desiring to incorporate a corporation for profit hereby, state(s) that:

1. The name of the corporation is: White Deer Realty Acquisition Corp.

2. The (a) address of this corporation's initial registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:

(a) 517 Brook Drive (Number and Street) Lewisburg (City) PA (State) 17837 (Zip) Union (County)

(b) c/o: _____ (Name of Commercial Registered Office Provider) _____ (County)

For a corporation represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the corporation is located for venue and official publication purposes.

3. The corporation is incorporated under the provisions of the Business Corporation Law of 1988.

4. The aggregate number of shares authorized is: 100 (other provisions, if any, attach 8 1/2 x 11 sheet)

5. The name and address, including number and street, if any, of each incorporator is:

Name	Address
Steve Wicke	517 Brook Drive, Lewisburg, PA 17837

6. The specified effective date, if any, is: _____ (month) (day) (year) (hour, if any)

DEC -5 97

PA Dept. of State

9788-1588

SSCB:15-1308/2102/2303/2702/2903/3101/7102A (Rev 91)-2

7. Additional provisions of the articles, if any, attach an 8 1/2 x 11 sheet.

8. Statutory close corporation only: Neither the corporation nor any shareholder shall make an offering of any of its shares of any class that would constitute a "public offering" within the meaning of the Securities Act of 1933 (15 U.S.C. § 77a et seq.).

9. Cooperative corporations only: (Complete and strike out inapplicable term) The common bond of membership among its members/shareholders is: _____

IN TESTIMONY WHEREOF, the incorporator(s) has (have) signed these Articles of Incorporation this 4th day of December, 19 97.

_____ (Signature)

_____ (Signature)

Microfilm Number _____

Entity Number 2767852

Filed with the Department of State on DEC 3 1 1997

Secretary of the Commonwealth

ARTICLES OF MERGER-DOMESTIC BUSINESS CORPORATION

DSCB:15-1926 (Rev 90)

In compliance with the requirements of 15 Pa.C.S. § 1926 (relating to articles of merger or consolidation), the undersigned business corporations, desiring to effect a merger, hereby state that:

1. The name of the corporation surviving the merger is: White Deer Realty Acquisition Corp.

2. (Check and complete one of the following):

X The surviving corporation is a domestic business corporation and the (a) address of its current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

(a) 517 Brook Drive, Lewisburg, PA 17837 Union

Number and Street | City | State | Zip | County

(b) c/o: _____

Name of Commercial Registered Office Provider | County

For a corporation represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the corporation is located for venue and official publication purposes.

___ The surviving corporation is a qualified foreign business corporation incorporated under the laws of _____ and the (a) address of its current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

(a) _____

Number and Street | City | State | Zip | County

(b) c/o: _____

Name of Commercial Registered Office Provider | County

For a corporation represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the corporation is located for venue and official publication purposes.

___ The surviving corporation is a nonqualified foreign business corporation incorporated under the laws of _____ and the address of its principal office under the laws of such domiciliary jurisdiction is:

_____

Number and Street | City | State | Zip | County

3. The name and the address of the registered office in this Commonwealth or name of its commercial registered office provider and the county of venue of each other domestic business corporation and qualified foreign business corporation which is a party to the plan of merger are as follows:

Name of Corporation	Address of Registered Office or Name of Commercial Registered Office Provider	County
White Deer Realty, Ltd.	800 N. Second street Suite 700 Harrisburg, PA 17102	Dauphin

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DEC 31 97

PA Dept. of State

DSCB:15-1926 (Rev 90)-2

4. (Check, and if appropriate complete, one of the following):

___The plan of merger shall be effective upon filing these Articles of Merger in the Department of State.

X The plan of merger shall be effective on December 31, 1997 at 9:00 A.M.
Date Hour

5. The manner in which the plan of merger was adopted by each domestic corporation is as follows:

Name of corporation	Manner of adoption
White Deer Realty Acquisition Corp.	Adopted by the directors and the shareholders pursuant to 15 Pa. C.S. Section 1924(a)

6. (Strike out this paragraph if no foreign corporation is a party to the merger). The plan was authorized, adopted or approved, as the case may be, by the foreign business corporation (or each of the foreign business corporations) party to the plan in accordance with the laws of the jurisdiction in which it is incorporated.

7. (Check, and if appropriate complete, one of the following):

X The plan of merger is set forth in full in Exhibit A attached hereto and made a part hereof.

___Pursuant to 15 Pa.C.S. § 1901 (relating to omission of certain provisions from filed plans) the provisions, if any, of the plan of merger that amend or constitute the operative Articles of Incorporation of the surviving corporation as in effect subsequent to the effective date of the plan are set forth in full in Exhibit A attached hereto and made a part hereof. The full text of the plan of merger is on file at the principal place of business of the surviving corporation, the address of which is:

Number and Street City State Zip

IN TESTIMONY WHEREOF, the undersigned corporation or each undersigned corporation has caused these Articles of Merger to be signed by a duly authorized officer thereof this 31st day of December, 1997.

White Deer Realty Acquisition Corp.
(Name of Corporation)

BY: _____
(Signature)

TITLE: Pres.

White Deer Realty, Ltd.
(Name of Corporation)

BY: _____
(Signature)

TITLE: Pres

EXHIBIT A

PLAN AND AGREEMENT OF MERGER

THIS PLAN AND AGREEMENT OF MERGER, dated December 31, 1997, is by and between WHITE DEER REALTY, LTD., a Delaware corporation having its registered office at 15 East North Street in the City of Dover, County of Kent, Delaware and WHITE DEER REALTY ACQUISITION CORP., a Pennsylvania corporation having its registered office at 517 Brook Drive, Lewisburg, Pennsylvania ("Parent"). In consideration of the mutual covenants contained herein, and intending to be legally bound hereby, Parent and Subsidiary hereby agree as follows:

1. Background. The aggregate number of shares of stock that Subsidiary is authorized to issue is 200 common shares of no par value, of which 200 shares are issued and outstanding. Parent owns of record and beneficially all the 200 issued and outstanding shares of Subsidiary's common stock. The Boards of Directors of Parent and of Subsidiary deem it desirable and for the benefit of both corporations that the properties, businesses, assets and liabilities of Parent and Subsidiary be combined into one (1) surviving corporation (which shall be Parent), pursuant to Section 1924(a) of the Pennsylvania Business Corporation Law and pursuant to Section 8-252(a) of the General Corporation Law of the State of Delaware, and that the combination of Parent and Subsidiary constitute a tax-free reorganization within the meaning of Section 368(a)(1)(A) of the internal Revenue Code of 1986, as amended.

2. Merger. Parent hereby merges Subsidiary into itself, and Subsidiary shall be and hereby is merged into Parent (the "Merger"). Parent shall be the surviving corporation and shall continue to exist as a domestic corporation under the laws of the Commonwealth of Pennsylvania with all of the rights and obligations of such surviving domestic corporation as are provided by the Pennsylvania Business Corporation Law. Upon the Merger's Effective Time (as hereinafter defined), Subsidiary shall cease to exist and its assets and liabilities shall become the assets and liabilities of Parent as the surviving corporation.

3. Articles of Incorporation; Bylaws. Parent's Articles of Incorporation and Bylaws shall continue as the Articles of Incorporation and Bylaws of the surviving corporation.

4. Directors. Parent's Directors shall be the Directors of the surviving corporation until their successors are duly elected and qualified under the surviving corporation's Bylaws.

5. Shares of Parent. Each share of stock of Parent outstanding at the Merger's Effective Time shall remain, without further action, one (1) share of the surviving corporation's stock without the issuance or exchange of new shares or share certificates.

6. Cancellation of Subsidiary Shares. All Subsidiary's authorized and outstanding shares of stock and all rights in respect thereof, shall be canceled forthwith upon the Merger's Effective Time, and the certificates representing the shares shall be surrendered and canceled.

7. Name Change. Upon the Merger's Effective Time, Parent's Articles of Incorporation shall be deemed amended to change Parent's name to "White Deer Realty, Ltd.".

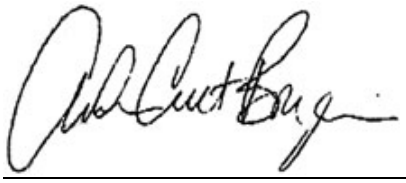
8. Approval. Parent's Board of Directors and Parent's shareholders, and Subsidiary's Board of Directors and Subsidiary's shareholders, have unanimously approved the Merger.

9. Abandonment. Notwithstanding any provision of this Plan to the contrary, Parent, at any time before the Merger's Effective Time, and for any reason or for no reason, shall have the power and authority to abandon and refrain from making effective the contemplated Merger as set forth herein, in which event, this Plan shall be canceled and become null and void.

10. Effective Time. The Merger's Effective Time shall be 9:00 a.m. Eastern Standard Time on December 31, 1997.

IN WITNESS WHEREOF, Parent and Subsidiary have caused this Plan to be executed by their duly authorized officers this 31st day of December, 1997.

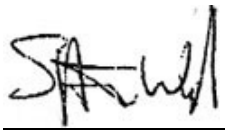
ATTEST:



Title: Sec

(Corporate Seal)

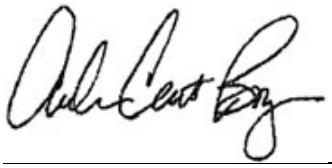
WHITE DEER REALTY, LTD.

By: 

Title: Pres.

120120

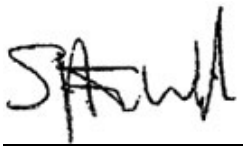
ATTEST:



Title: Sec

(Corporate Seal)

WHITE DEER REALTY ACQUISITION CORP.

By: 

Title: Pres.

Exhibit 3.259

BY-LAWS
OF

WHITE DEER REALTY, LTD.

(a Pennsylvania Corporation)

ARTICLE I

Offices and Fiscal Year

Section 1.01. Registered Office. The registered office of the Corporation in Pennsylvania shall be 517 Brook Drive, Lewisburg, Pennsylvania 17701, until otherwise established by an amendment of the Articles or by the Board of Directors and a record of such change is filed with the Department of State in the manner provided by law.

Section 1.02. Other Offices. The Corporation may also have offices at such other places within or without Pennsylvania as the Board of Directors may from time to time appoint or the business of the Corporation may require.

Section 1.03. Fiscal Year. The fiscal year of the Corporation shall begin on the 1st day of January of each year.

ARTICLE II

Notice - Waivers - Meetings Generally

Section 2.01. Manner of Giving Notice.

A. General Rule. Whenever written notice is required to be given to any person under the provisions of the Business Corporation Law or by the Articles or these By-Laws, it may be given to the person either personally or by sending a copy thereof by first class or express mail, postage prepaid, or by telegram (with messenger service specified), telex or TWX (with answer back received) or courier service, charges prepaid, or by telecopier, to the address (or to the telex, TWX, telecopier or telephone number) of the person appearing on the books of the Corporation or, in the case of Directors, supplied by the Director to the Corporation for the purpose of notice. If the notice is sent by mail, telegraph or courier service, it shall be deemed to have been given to the person entitled thereto when deposited in the United States mail or with a telegraph office or courier service for delivery to that person or, in the case of telex or TWX, when dispatched or, in the case of telecopier, when received. A notice of meeting shall specify the place, day and hour of the meeting and any other information required by any other provision of the Business Corporation Law, the Articles or these By-Laws.

B. Adjourned Shareholder Meetings. When a meeting of Shareholders is adjourned, it shall not be necessary to give any notice of adjourned meeting or of the business to be transacted at an adjourned meeting, other than by announcement at the meeting at which the adjournment is taken, unless the Board fixes a new record date for the adjourned meeting.

Section 2.02. Notice of Meetings of Board of Directors. Notice of a regular meeting of the Board of Directors need not be given. Notice of every special meeting of the Board of Directors shall be given to each Director by telephone or in writing at least 24 hours (in the case of notice by telephone, telex, TWX or telecopier) or 48 hours (in the case of notice by telegraph, courier service or express mail) or five (5) days (in the case of notice by first class mail) before the time at which the meeting is to be held. Every such notice shall state the time and place of the meeting. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in a notice of the meeting.

Section 2.03. Notice of Meetings of Shareholders.

A. General Rule. Written notice of every meeting of the Shareholders shall be given by, or at the direction of, the Secretary to each Shareholder of record entitled to vote at the meeting at least:

(1) Ten (10) days prior to the day named for a meeting called to consider a fundamental transaction under 15 Pa. C.S. Chapter 19; or

(2) Five (5) days prior to the day named for the meeting in any other case.

If the Secretary neglects or refuses to give notice of a meeting, the person or persons calling the meeting may do so. In the case of a special meeting of Shareholders, the notice shall specify the general nature of the business to be transacted.

B. Notice of Action by Shareholders on By-Laws. In the case of a meeting of Shareholders that has as one of its purposes action on the By-Laws, written notice shall be given to each Shareholder that the purpose, or one of the purposes, of the meeting is to consider the adoption, amendment or repeal of the By-Laws. There shall be included in, or enclosed with, the notice a copy of the proposed amendment or a summary of the changes to be effected thereby.

Section 2.04. Waiver of Notice.

A. Written Waiver. Whenever any written notice is required to be given under the provisions of the Business Corporation Law, the Articles or these By-Laws, a waiver thereof in writing, signed by the person or persons entitled to the notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of the notice. Except as otherwise required by this subsection, neither the business to be transacted at, nor the purpose of, a meeting

need be specified in the waiver of notice of the meeting. In the case of a special meeting of Shareholders, the waiver of notice shall specify the general nature of the business to be transacted.

B. Waiver by Attendance. Attendance of a person at any meeting shall constitute a waiver of notice of the meeting except where a person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting was not lawfully called or convened.

Section 2.05. Modification of Proposal Contained in Notice. Whenever the language of the proposed resolution is included in a written notice of a meeting required to be given under the provisions of the Business Corporation Law or the Articles or these By-Laws, the meeting considering the resolution may without further notice adopt it with such clarifying or other amendments as do not enlarge its original purpose.

Section 2.06. Exception to Requirement of Notice.

A. General Rule. Whenever any notice or communication is required to be given to any person under the provisions of the Business Corporation Law or by the Articles or these By-Laws or by the terms of any agreement or other instrument or as a condition precedent to taking any corporate action and communication with that person is then unlawful, giving of the notice or communication to that person shall not be required.

B. Shareholders Without Forwarding Addresses. Notice or other communications shall not be sent to any Shareholder with whom the Corporation has been unable to communicate for more than 24 consecutive months because communications to the Shareholder are returned unclaimed or the Shareholder has otherwise failed to provide the Corporation with a current address. Whenever the Shareholder provides the Corporation with a current address, the Corporation shall commence sending notices and other communications to the Shareholder in the same manner as to other Shareholders.

Section 2.07. Use of Conference Telephone and Similar Equipment. One or more persons may participate in a meeting of the Board of Directors or any committee of the Board of Directors or the Shareholders of the Corporation by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this section shall constitute presence in person at the meeting.

ARTICLE III

Shareholders

Section 3.01. Place of Meeting. All meetings of the Shareholders of the Corporation shall be held at the registered office of the Corporation unless another place is designated by the Board of Directors in the notice of the meeting.

Section 3.02. Annual Meeting. The Board of Directors may fix the date and time of the annual meeting of the Shareholders, but if no such date and time is fixed by the Board the meeting for any calendar year shall be held on the 15th day of January in such year, if not a legal holiday under the laws of Pennsylvania, and, if a legal holiday, then on the next succeeding business day at 10:00 o'clock A.M., and at said meeting the Shareholders then entitled to vote shall elect Directors and shall transact such other business as may properly be brought before the meeting. If the annual meeting shall not have been called and held within six (6) months after the designated time, any Shareholder may call the meeting at any time thereafter.

Section 3.03. Special Meetings.

A. Call of Special Meetings. Special meetings of the Shareholders may be called at any time:

(1) By the Board of Directors; or

(2) Unless otherwise provided in the Articles, by Shareholders entitled to cast at least 20% of the votes that all Shareholders are entitled to cast at the particular meeting.

B. Fixing of Time for Meeting. At any time, upon written request of any person who has called a special meeting, it shall be the duty of the Secretary to fix the time of the meeting which shall be held not more than sixty (60) days after the receipt of the request. If the Secretary neglects or refuses to fix the time of the meeting, the person or persons calling the meeting may do so.

Section 3.04. Quorum and Adjournment.

A. General Rule. A meeting of Shareholders of the Corporation duly called shall not be organized for the transaction of business unless a quorum is present. The presence of Shareholders entitled to cast a least majority of the votes that all Shareholders are entitled to cast on a particular matter to be acted upon at the meeting shall constitute a quorum for the purposes of consideration and action on the matter. Shares of the Corporation owned, directly or indirectly, by it and controlled, directly or indirectly, by the Board of Directors of this Corporation, as such, shall not be counted in determining the total number of outstanding shares for quorum purposes at any given time.

B. Withdrawal of a Quorum. The Shareholders present at a duly organized meeting can continue to do business until adjournment notwithstanding the withdrawal of enough Shareholders to leave less than a quorum.

C. Adjournment for Lack of Quorum. If a meeting cannot be organized because a quorum has not attended, those present may, except as provided in the Business Corporation Law, adjourn the meeting to such time and place as they may determine.

D. Adjournments Generally. Any meeting at which directors are to be elected shall be adjourned only from day to day, or for such longer periods not exceeding fifteen (15) days each as the Shareholders present and entitled to vote shall direct, until the Directors have been elected. Any other regular or special meeting may be adjourned for such period as the Shareholders present and entitled to vote shall direct.

E. Electing Directors at Adjourned Meeting. Those Shareholders entitled to vote who attend a meeting called for the election of directors that has been previously adjourned for lack of a quorum, although less than a quorum as fixed in this section, shall nevertheless constitute a quorum for the purpose of electing directors.

F. Other Action in Absence of Quorum. Those Shareholders entitled to vote who attend a meeting of Shareholders that has been previously adjourned for one or more periods aggregating at least fifteen (15) days because of an absence of a quorum, although less than a quorum as fixed in this section, shall nevertheless constitute a quorum for the purpose of acting upon any matter set forth in the notice of the meeting if the notice states that those Shareholders who attend the adjourned meeting shall nevertheless constitute a quorum for the purpose of acting upon the matter.

Section 3.05. Action by Shareholders.

A. General Rule. Except as otherwise provided in the Business Corporation Law or the Articles or these By-Laws, or a shareholders agreement in effect among the shareholders entitled to vote thereon, whenever any corporate action is to be taken by vote of the Shareholders of the Corporation, it shall be authorized by a majority of the votes cast at a duly organized meeting of Shareholders by the holders of shares entitled to vote thereon.

B. Interested Shareholders. Any merger or other transaction authorized under Pa. C.S. Subchapter I9C between the Corporation or subsidiary thereof and a Shareholder of this Corporation, or any voluntary liquidation authorized under 15 Pa. C.S. Subchapter 19F in which a Shareholder is treated differently from other Shareholders of the same class (other than any

dissenting Shareholders), shall require the affirmative vote of the Shareholders entitled to cast at least a majority of the votes that all Shareholders other than the interested Shareholder are entitled to cast with respect to the transaction, without counting the vote of the interested Shareholder. For the purposes of the preceding sentence, "interested Shareholder" shall include the Shareholder who is a party to the transaction or who is treated differently from other Shareholders and any person, or group of persons, that is acting jointly or in concert with the interested Shareholder and any person who, directly or indirectly, controls, is controlled by or is under common control with the interested Shareholder. An interested Shareholder shall not include any person who, in good faith and not for the purpose of circumventing this subsection, is an agent, bank, broker, nominee or trustee for one or more other persons, to the extent that the other person or persons are not interested Shareholders.

C. Exceptions. Subsection B shall not apply to a transaction:

(1) That has been approved by a majority vote of the Board of Directors without counting the vote of Directors who:

(i) are Directors or Officers of, or have a material equity interest in, the interested Shareholder; or

(ii) were nominated for election as a Director by the interested Shareholder, and first elected as a Director, within twenty-four (24) months of the date of the vote on the proposed transaction; or

(2) in which the consideration to be received by the Shareholders for shares of any class of which shares are owned by the interested Shareholder is not less than the highest amount paid by the interested Shareholder in acquiring shares of the same class.

D. Additional Approvals. The approvals required by subsection B shall be in addition to, and not in lieu of, any other approval required by the Business Corporation Law, the Articles or these By-Laws or otherwise.

Section 3.06. Organization. At every meeting of the Shareholders, the President or, in the case of vacancy in office or absence of the President, one of the following officers present in the order stated: the Vice Presidents in their order of rank and seniority, or a person chosen by vote of the Shareholders present, shall act as Chairman of the meeting. The Secretary or, in the absence of the Secretary, an Assistant Secretary, or, in the absence of both the Secretary and Assistant Secretaries, a person appointed by the Chairman of the meeting, shall act as Secretary.

Section 3.07. Voting Rights of Shareholders. Unless otherwise provided in the Articles, every Shareholder of the Corporation shall be entitled to one vote for every share outstanding in the name of the Shareholder on the books of the Corporation.

Section 3.08. Voting and Other Action by Proxy.

A. General Rule.

(1) Every Shareholder entitled to vote at a meeting of Shareholders or to express consent or dissent to Corporate action in writing without a meeting may authorize another person to act for the Shareholder by proxy.

(2) The presence of, or vote or other action at a meeting of Shareholders, or the expression of consent or dissent to corporate action in writing, by a proxy of a Shareholder shall constitute the presence of, or vote or action by, or written consent or dissent of the Shareholder.

(3) Where two or more proxies of a Shareholder are present, the Corporation shall, unless otherwise expressly provided in the proxy, accept as the vote of all shares represented thereby the vote cast by a majority of them and, if a majority of the proxies cannot agree

whether the shares represented shall be voted or upon the manner of voting the shares, the voting of the shares shall be divided equally among those persons.

B. Minimum Requirements. Every proxy shall be executed in writing by the Shareholder or by the duly authorized attorney-in-fact of the Shareholder and filed with the Secretary of the Corporation. A proxy, unless coupled with an interest, shall be revocable at will, notwithstanding any other agreement or any provision in the proxy to the contrary, but the revocation of a proxy shall not be effective until written notice thereof has been given to the Secretary of the Corporation. An unrevoked proxy shall not be valid after three (3) years from the date of its execution unless a longer time is expressly provided therein. A proxy shall not be revoked by the death or incapacity of the maker unless, before the vote is counted or the authority is exercised, written notice of the death or incapacity is given to the Secretary of the Corporation.

C. Expenses. Unless otherwise restricted in the Articles, the Corporation shall pay the reasonable expenses of solicitation of votes, proxies or consents of Shareholders by or on behalf of the Board of Directors or its nominees for election to the Board, including solicitation by professional proxy solicitors or otherwise.

Section 3.09. Voting by Fiduciaries and Pledges. Shares of the Corporation standing in the name of a trustee or other fiduciary and shares held by an assignee for the benefit of creditors or by a receiver may be voted by the trustee, fiduciary, assignee or receiver. A Shareholder whose shares are pledged shall be entitled to vote the shares until the shares have been transferred into the name of the pledgee, or a nominee of the pledgee, but nothing in the section shall affect the validity of a proxy given to a pledgee or nominee.

Section 3.10. Voting by Joint Holders of Shares.

A. General Rule. Where shares of the Corporation are held jointly or as tenants in common by two or more persons, as fiduciaries or otherwise:

(1) if only one or more of such persons is present in person or by proxy, all of the shares standing in the names of such persons shall be deemed to be represented for the purpose of determining a quorum and the Corporation shall accept as the vote of all the shares the vote cast by a joint owner or a majority of them; and

(2) if the persons are equally divided upon whether the shares held by them shall be voted or upon the manner of voting the shares, the voting of the shares shall be divided equally among the persons without prejudice to the rights of the joint owners or the beneficial owners thereof among themselves.

B. Exception. If there has been filed with the Secretary of the Corporation a copy, certified by an attorney at law to be correct, of the relevant portions of the agreement under which the shares are held or the instrument by which the trust or estate was created or the order of the court appointing them or of an order of court directing the voting of the shares, the persons specified as having such voting power in the document latest in date of operative effect so filed, and only those persons, shall be entitled to vote the shares but only in accordance therewith.

Section 3.11. Voting by Corporations.

A. Voting by Corporate Shareholders. Any corporation that is a Shareholder of this Corporation may vote by any of its officers or agents, or by proxy appointed by any officer or agent, unless some other person, by resolution of the Board of Directors of the other corporation or a provision of its Articles or By-Laws, a copy of which resolution or provision certified to be correct by one of its officers has been filed with the Secretary of this Corporation, is appointed its general or special proxy in which case that person shall be entitled to vote the shares.

B. Controlled Shares. Shares of this Corporation owned, directly or indirectly, by it and controlled, directly or indirectly, by the Board of Directors of this Corporation, as such, shall not be voted at any meeting and shall not be counted in determining the total number of outstanding shares for voting purposes at any given time.

Section 3.12. Determination of Shareholders of Record.

A. Fixing Record Date. The Board of Directors may fix a time prior to the date of any meeting of Shareholders as a record date for the determination of the Shareholders entitled to notice of, or to vote at, the meeting, which time, except in the case of an adjourned meeting, shall not be more than ninety (90) days prior to the date of the meeting of Shareholders. Only Shareholders of record on the date fixed shall be so entitled notwithstanding any transfer of shares on the books of the Corporation after any record date fixed as provided in this subsection. The Board of Directors may similarly fix a record date for the determination of Shareholders of record for any other purpose. When a determination of Shareholders of record has been made as provided in this section for purposes of a meeting, the determination shall apply to any adjournment thereof unless the Board fixes a new record date for the adjourned meeting.

B. Determination When A Record Date is Not Fixed. If a record date is not fixed:

(1) The record date for determining Shareholders entitled to notice of or to vote at a meeting of Shareholders shall be at the close of business on the date next preceding the day on which notice is given or, if notice is waived, at the close of business on the day immediately preceding the day on which the meeting is held.

(2) The record date for determining Shareholders entitled to express consent or dissent to corporate action in writing without a meeting, when prior action by the Board of Directors is not necessary, shall be the close of business on the day on which the first written consent or dissent is filed with the Secretary of the Corporation.

(3) The record date for determining Shareholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

Section 3.13. Voting lists.

A. General rule. The officer or agent having charge of the transfer books for shares of the Corporation shall make a complete list of the Shareholders entitled to vote at any meeting of Shareholders, arranged in alphabetical order, with the address of and the number of shares held by each. The list shall be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any Shareholder during the whole time of the meeting for the purposes thereof.

B. Effect of list. Failure to comply with the requirements of this section shall not affect the validity of any action taken at a meeting prior to a demand at the meeting by any Shareholder entitled to vote thereat to examine the list. The original share register or transfer book, or a duplicate thereof kept in this Commonwealth, shall be prima facie evidence as to who are the Shareholders entitled to examine the list or share register or transfer book or to vote at any meeting of Shareholders.

Section 3.14. Judges of Election.

A. Appointment. In advance of any meeting of Shareholders of the Corporation, the Board of Directors may appoint judges of election, who need not be Shareholders, to act at the meeting or any adjournment thereof. If judges of election are not so appointed, the presiding officer of the meeting may, and on the request of any Shareholder shall, appoint judges of election at the meeting. The number of judges shall be one or three. A person who is a candidate for office to be filled at the meeting shall not act as a judge.

B. Vacancies. In case any person appointed as a judge fails to appear or fails or refuses to act, the vacancy may be filled by appointment made by the Board of Directors in advance of the convening of the meeting or at the meeting by the presiding officer thereof.

C. Duties. The judges of election shall determine the number of shares outstanding and the voting power of each, the shares represented at the meeting, the existence of a quorum, the authenticity, validity and effect of proxies, receive votes or ballots, hear and determine all challenges and questions in any way arising in connection with the right to vote, count and tabulate all votes, determine the result and such acts as may be proper to conduct the election or vote with fairness to all shareholders. The judges of election shall perform their duties impartially, in good faith, to the best of their ability and as expeditiously as is practical. If there are three judges of election, the decision, act or certificate of a majority shall be effective in all respects as the decision, act or certificate of all.

D. Report. On request of the presiding officer of the meeting, or of any Shareholder, the judges shall make a report in writing of any challenge or question or matter determined by them, and execute a certificate of any fact found by them. Any report or certificate made by them shall be prima facie evidence of the facts stated therein.

Section 3.15. Consent of Shareholders in Lieu of Meeting.

A. Unanimous Written Consent. Any action required or permitted to be taken at a meeting of the Shareholders or of a class of Shareholders may be taken without a meeting, if prior or subsequent to the action, a consent or consents thereto by all of the Shareholders who would be entitled to vote at a meeting for such purpose shall be filed with the Secretary of the Corporation.

B. Partial Written Consent. Any action required or permitted to be taken at a meeting of the Shareholders or of a class of Shareholders may be taken without a meeting upon the written consent of Shareholders who would have been entitled to cast the minimum number of votes that would be necessary to authorize the action at a meeting at which all Shareholders entitled to vote thereon were present and voting. The consents shall be filed with the Secretary of the Corporation. The action shall not become effective until after at least ten (10) days' written notice of the action has been given to each Shareholder entitled to vote thereon who has not consented thereto.

Section 3.16. Minors as Security Holders. The Corporation may treat a minor who holds shares or obligations of the Corporation as having capacity to receive and to empower others to receive dividends, interest, principal and other payments or distributions, to vote or express consent or dissent and to make elections and exercise rights relating to such shares or obligations unless, in the

case of payments or distributions on shares, the corporate officer responsible for maintaining the list of Shareholders or the transfer agent of the Corporation or, in the case of payments or distributions on obligations, the Treasurer or paying officer or agent has received written notice that the holder is a minor.

ARTICLE IV

Board of Directors

Section 4.01. Powers; Personal Liability.

A. General Rule. Unless otherwise provided by statute, all powers vested by law in the Corporation shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed under the direction of, the Board of Directors.

B. Standard of Care; Justifiable Reliance. A Director shall stand in a fiduciary relation to the Corporation and shall perform his or her duties as a Director, including duties as a member of any committee of the Board upon which the Director may serve, in good faith, in a manner the Director reasonably believes to be in the best interests of the Corporation and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances. In performing his or her duties, a Director shall be entitled to rely in good faith on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by any of the following:

(1) One or more officers or employees of the Corporation whom the Director reasonably believes to be reliable and competent in the matters presented.

(2) Counsel, public accountants or other persons as to matters which the Director reasonably believes to be within the professional or expert competence of such person.

(3) A committee of the Board upon which the Director does not serve, duly designated in accordance with law, as to matters within its designated authority, which committee the Director reasonably believes to merit confidence.

A Director shall not be considered to be acting in good faith if the Director has knowledge concerning the matter in question that would cause his or her reliance to be unwarranted.

C. Consideration of Factors. In discharging the duties of their respective positions, the Board of Directors, committees of the Board and individual

Directors may, in considering the best interests of the Corporation, consider the effects of any action upon employees, upon suppliers and customers of the Corporation and upon communities in which offices or other establishments of the Corporation are located, and all other pertinent factors. The consideration of those factors shall not constitute a violation of subsection B.

D. Presumption. Absent breach of fiduciary duty, lack of good faith or self-dealing, actions taken as a Director or any failure to take any action shall be presumed to be in the best interests of the Corporation.

E. Personal Liability of Directors.

(1) A director shall not be personally liable, as such, for monetary damages for any action taken, or any failure to take any action, unless:

(i) the Director has breached or failed to perform the duties of his or her office under this section; and

(ii) the breach or failure to perform constitutes self-dealing, willful misconduct or recklessness.

(2) The provisions of paragraph (1) shall not apply to the responsibility or liability of a Director pursuant to any criminal statute, or the liability of a Director for the payment of taxes pursuant to Local, State or Federal law.

F. Notation of Dissent. A Director who is present at a meeting of the Board of Directors, or of a committee of the Board at which action on any corporate matter is taken, shall be presumed to have assented to the action taken unless his or her dissent is entered in the minutes of the meeting or unless the Director files a written dissent to the action with the Secretary of the meeting before the adjournment thereof or transmits the dissent in writing to the Secretary of the Corporation immediately after the adjournment of the meeting. The right to dissent shall not apply to a Director who voted in favor of the action. Nothing in this section shall bar a Director from asserting that minutes of the meeting incorrectly omitted his or her dissent if, promptly upon receipt of a copy of such minutes, the Director notifies the Secretary, in writing, of the asserted omission or inaccuracy.

Section 4.02. Qualifications and Selection of Directors.

A. Qualifications. Each Director of the Corporation shall be a natural person of full age who need not be a resident of Pennsylvania or a Shareholder of the Corporation.

B. Election of Directors. Except as otherwise provided in these By-Laws, Directors of the Corporation shall be elected by the Shareholders. In elections for Directors, voting need not be by ballot, except upon demand made by a Shareholder entitled to vote at the election and before the voting begins. The candidates receiving the highest number of votes from each class or group of classes, if any, entitled to elect Directors separately up to the number of Directors to be elected by the class or group of classes shall be elected. If at any meeting of Shareholders, Directors of more than one class are to be elected, each class of Directors shall be elected in a separate election.

C. Cumulative Voting. Unless the articles provide for straight voting, in each election of Directors every Shareholder entitled to vote shall have the right to multiply the number of votes to which the Shareholder may be entitled by the total number of Directors to be elected in the same election by the holders of the class or classes of shares of which his or her shares are a part and the Shareholder may cast the whole number of his or her votes for one candidate or may distribute them among two or more candidates.

Section 4.03. Number and Term of Office.

A. Number. So long as the number of Shareholders of this Corporation are two or fewer, the Board of Directors shall consist of two persons. At such time as the number of Shareholders is 3 or more, the Board of Directors shall consist of such number of Directors, not less than 3 nor more than 7, as may be determined from time to time by resolution of the Board of Directors.

B. Term of Office. Each Director shall hold office until the expiration of the term for which he or she was elected and until a successor has been selected and qualified or until his or her earlier death, resignation or removal. A decrease in the number of Directors shall not have the effect of shortening the term of any incumbent Director.

C. Resignation. Any Director may resign at any time upon written notice to the Corporation. The resignation shall be effective upon receipt thereof by the Corporation or at such subsequent time as shall be specified in the notice of resignation.

Section 4.04. Vacancies.

A. General Rule. Vacancies in the Board of Directors, including vacancies resulting from an increase in the number of Directors, may be filled by a majority vote of the remaining members of the Board though less than a quorum, or by a sole remaining Director, and each person so selected shall be a Director to serve for the balance of the unexpired term, and until a successor has been selected and qualified or until his or her earlier death, resignation or removal.

B. Action by Resigned Directors. When one or more Directors resign from the Board effective at a future date, the Directors then in office, including those who have so resigned, shall have power by the applicable vote to fill the vacancies, the vote thereon to take effect when the resignations become effective.

Section 4.05. Removal of Directors.

A. Removal by the Shareholders. The entire Board of Directors, or any class of the Board, or any individual Director may be removed from office without assigning any cause by the vote of Shareholders, or of the holders of a class or series of shares, entitled to elect Directors, or the class of Directors. In case the Board or a class of the Board or any one or more Directors are so removed, new Directors may be elected at the same meeting. The Board of Directors may be removed at any time with or without cause by the unanimous vote or consent of Shareholders entitled to vote thereon.

B. Removal by the Board. The Board of Directors may declare vacant the office of a Director who has been judicially declared of unsound mind or who has been convicted of an offense punishable by imprisonment for a term of more than one (1) year or if, within sixty (60) days after notice of his or her election, the Director does not accept the office either in writing or by attending a meeting of the Board of Directors.

C. Removal of Directors by Cumulative Voting. An individual Director shall not be removed (unless the entire Board or class of the Board is removed) if sufficient votes are cast against the resolution for his or her removal which, if cumulatively voted at an annual or the regular election of Directors, would be sufficient to elect one or more Directors to the Board or to the class.

Section 4.06. Place of Meeting. Meetings of the Board of Directors may be held at such place within or without Pennsylvania as the Board of Directors may from time to time appoint or as may be designated in the notice of the meeting.

Section 4.07. Organization of Meetings. At every meeting of the Board of Directors, the President or, in the case of a vacancy in the office or absence of the President, one of the following officers present in the order stated: the Vice Presidents in their order of rank and seniority, or a person chosen by a majority of the Directors present, shall act as Chairman of the meeting. The Secretary or, in the absence of the Secretary, an Assistant Secretary, or, in the absence of the Secretary and the Assistant Secretaries, any person appointed by the Chairman of the meeting, shall act as Secretary.

Section 4.08. Regular Meetings. Regular meetings of the Board of Directors shall be held at such time and place as shall be designated from time to time by resolution of the Board of Directors.

Section 4.09. Special Meetings. Special meetings of the Board of Directors shall be held whenever called by the President or by any Director.

Section 4.10. Quorum of and Action by Directors.

A. General Rule. A majority of the Directors in office of the Corporation shall be necessary to constitute a quorum for the transaction of business and the acts of a majority of the Directors present and voting at a meeting at which a quorum is present shall be the acts of the Board of Directors.

B. Action by Written Consent. Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if, prior or subsequent to the action, a consent or consents thereof by all of the Directors in office is filed with the Secretary of the Corporation.

Section 4.11. Executive and other Committees.

A. Establishment and Powers. The Board of Directors may, by resolution adopted by a majority of the Directors in office, establish one or more committees to consist of one or more Directors of the Corporation. Any committee,

to the extent provided in the resolution of the Board of Directors, shall have and may exercise all of the powers and authority of the Board of Directors except that a committee shall not have any power or authority as to the following:

(1) The submission to Shareholders of any action requiring approval of Shareholders under the Business Corporation Law.

(2) The creation or filling of vacancies in the Board of Directors.

(3) The adoption, amendment or repeal of these By-Laws.

(4) The amendment or repeal of any resolution of the Board that by its terms is amendable or repealable only by the Board.

(5) Action on matters committed by a resolution of the Board of Directors to another committee of the Board.

B. Alternate Committee Members. The Board may designate one or more Directors as alternate members of any committee who may replace any absent or disqualified member at any meeting of the committee or for the purposes of any written action by the committee. In the absence or disqualification of a

member and alternate member or members of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not constituting a quorum, may unanimously appoint another Director to act at the meeting in the place of the absent or disqualified member.

C. Term. Each committee of the Board shall serve at the pleasure of the Board.

D. Committee Procedures. The term “Board of Directors” or “Board”, when used in any provision of these By-Laws relating to the organization or procedures of or the manner of taking action by the Board of Directors, shall be construed to include and refer to any executive or other committee of the Board.

Section 4.12. Compensation. The Board of Directors shall have the authority to fix the compensation of Directors for their services as Directors and a Director may be a salaried officer of the Corporation.

ARTICLE V

Officers

Section 5.01. Officers Generally.

A. Number, Qualification and Designation. The officers of the Corporation shall be a President, a Secretary, a Treasurer and such other officers, if

any, as may be elected in accordance with the provisions of Section 5.03. Officers may but need not be Directors or Shareholders of the Corporation. The President and Secretary shall be natural persons of full age. The Treasurer may be a corporation, but if a natural person shall be of full age. Any number of offices may be held by the same persons.

B. Resignations. Any officer may resign at any time upon written notice to the Corporation. The resignation shall be effective upon receipt thereof by the Corporation or at such subsequent time as may be specified in the notice of resignation.

C. Bonding. The Corporation may secure the fidelity of any or all of its officers by bond or otherwise.

D. Standard of Care. Except as otherwise provided in the Articles, an officer shall perform his or her duties as an officer in good faith, in a manner he or she reasonably believes to be in the best interests of the Corporation and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances. A person who so performs his or her duties shall not be liable by reason of having been an officer of the Corporation.

Section 5.02. Election and Term of Office. The officers of the Corporation, except those elected by delegated authority pursuant to Section 5.03, shall be elected annually by the Board of Directors, and each such officer shall hold office for a term of one (1) year and until a successor has been selected and qualified or until his or her earlier death, resignation or removal.

Section 5.03. Subordinate Officers, Committees and Agents. The Board of Directors may from time to time elect such other officers and appoint such committees, employees or other agents as the business of the Corporation may require, including one or more Assistant Secretaries, and one or more Assistant Treasurers, each of whom shall hold office for such period, have such authority, and perform such duties as are provided in these By-Laws or as the Board of Directors may from time to time determine. The Board of Directors may delegate to any officer or committee the power to elect subordinate officers and to retain or appoint employees or other agents, or committees thereof and to prescribe the authority and duties of such subordinate officers, committees, employees or other agents.

Section 5.04. Removal of Officers and Agents. Any officer or agent of the Corporation may be removed by the Board of Directors with or without cause. The removal shall be without prejudice to the contract rights, if any, of any person so removed. Election or appointment of an officer or agent shall not of itself create contract rights.

Section 5.05. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause, shall be filled by the Board of Directors or by the officer or committee to which the power to fill such office has been delegated pursuant to Section 5.03, as the case may be, and if the office is one for which these By-Laws prescribe a term, shall be filled for the unexpired portion of the term.

Section 5.06. Authority. All officers of the Corporation, as between themselves and the Corporation, shall have such authority and perform such duties in the management of the Corporation as may be provided by or pursuant to resolutions or orders of the Board of Directors or in the absence of controlling provisions in the resolutions or orders of the Board of Directors, as may be determined by or pursuant to these By-Laws.

Section 5.07. The President. The President shall be the Chief Executive Officer of the Corporation and shall have general supervision over the business and operations of the Corporation, subject however, to the control of the Board of Directors. The President shall sign, execute, and acknowledge, in the name of the Corporation, deeds, mortgages, bonds, contracts or other instruments

authorized by the Board of Directors, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors, or by these By-Laws, to some other officer or agent of the Corporation; and, in general, shall perform all duties incident to the office of the President and such other duties as from time to time may be assigned by the Board of Directors. The President shall preside at all meetings of the Shareholders and of the Board of Directors.

Section 5.08. Vice-Presidents. Each Vice-President, if any, shall perform such duties as may be assigned to him or her by the Board of Directors or the President. In the absence or disability of the President, the most senior in rank of the Vice-Presidents, if any, shall perform the duties of the President.

Section 5.09. The Secretary. The Secretary shall attend all meetings of the Shareholders and of the Board of Directors and shall record all the votes of the Shareholders and of the Directors and the minutes of the meetings of the Shareholders and of the Board of Directors and of committees of the Board in a book or books to be kept for that purpose; shall see that notices are given and recorded and reports properly kept and filed by the Corporation as required by law; shall be the custodian of the seal of the Corporation and see that it is affixed to all documents to be executed on behalf of the Corporation under its seal; and, in general, shall perform all duties incident to the office of the Secretary, and such other duties as may from time to time be assigned by the Board of Directors or the President.

Section 5.10. Assistant Secretary. The Assistant Secretary, if any, or Assistant Secretaries, if more than one, shall perform the duties of the Secretary in his or her absence and shall perform such other duties as the Board of Directors, the President or the Secretary shall from time to time designate.

Section 5.11. The Treasurer. The Treasurer shall have or provide for the custody of the funds or other property of the Corporation; shall collect and receive or provide for the collection and receipt of moneys earned by or in any manner due to or received by the Corporation; shall deposit all funds in his or her custody as Treasurer in such banks or other places of deposit as the Board of Directors may from time to time designate; shall, whenever so required by the Board of Directors, render an account showing all transactions as Treasurer and the financial condition of the Corporation; and, in general, shall discharge such other duties as may from time to time be assigned by the Board of Directors or the President.

Section 5.12. Assistant Treasurer. The Assistant Treasurer, if any, shall perform the duties of the Treasurer in his or her absence and shall perform such other duties as the Board of Directors, the President or the Treasurer may from time to time designate.

Section 5.13. Salaries. The salaries of the officers elected by the Board of Directors shall be fixed from time to time by the Board of Directors or by such officer as may be designated by resolution of the Board. The salaries or other compensation of any other officers, employees and other agents shall be fixed from time to time by the officer or committee to which the power to elect such officer or to retain or appoint such employees or other agents has been delegated pursuant to Section 5.03. No officer shall be prevented from receiving such salary or their compensation by reason of the fact that the officer is also a Director of the Corporation.

ARTICLE VI

Certificates of Stock, Transfer, Etc.

Section 6.01. Share Certificates. Certificates for shares of the Corporation shall be in such form as approved by the Board of Directors, and shall state that the Corporation is incorporated under the laws of Pennsylvania, the name of the person to whom issued, and the number and class of shares and the designation of the series (if any) that the certificate represents. The share register or transfer books and blank share certificates shall be kept by the Secretary or by any transfer agent or registrar designated by the Board of Directors for that purpose.

Section 6.02. Issuance. The share certificates of the Corporation shall be numbered and registered in the share register or transfer books of the Corporation as they are issued. They shall be signed by the President or a Vice President and by the Secretary or an Assistant Secretary or the Treasurer or an Assistant Treasurer, and shall bear the corporate seal, which may be a facsimile, engraved or printed; but where such certificate is signed by a transfer agent or a registrar the signature of any corporate officer upon such certificate may be a facsimile, engraved or printed. In case any officer who has signed, or whose facsimile signature has been placed upon, any share certificate shall have ceased to be such officer because of death, resignation or otherwise, before the certificate is issued, it may be issued with the same effect as if the officer had not ceased to be such at the date of its issue. The provisions of this Section 6.02 shall be subject to any inconsistent or contrary agreement at the time between the Corporation and any transfer agent or registrar.

Section 6.03. Transfer. Transfers of shares shall be made on the share register or transfer books of the Corporation upon surrender of the certificate therefor, endorsed by the persons named in the certificate or by an attorney lawfully constituted in writing. No transfer shall be made inconsistent with the provisions of the Uniform Commercial Code, 13 Pa. C.S. §§ 8101 et seq., and its amendments and supplements.

Section 6.04. Record Holder of Shares. The Corporation shall be entitled to treat the person in whose name any share or shares of the Corporation stand on the books of the Corporation as the absolute owner thereof, and shall not be bound to recognize any equitable or other claim to, or interest in, such share or shares on the part of any other person.

Section 6.05. Lost, Destroyed or Mutilated Certificates. The holder of any shares of the Corporation shall immediately notify the Corporation of any loss, destruction or mutilation of the certificate therefor, and the Board of Directors may, in its discretion, cause a new certificate or certificates to be issued to such holder, in case of mutilation of the certificate, upon the surrender of the mutilated certificate or, in case of loss or destruction of the certificate, upon satisfactory proof of such loss or destruction and, if the Board of Directors shall so determine, the deposit of a bond in such form and in such sum, and with such surety or sureties, as it may direct.

ARTICLE VII

Indemnification of Directors, Officers and Other Authorized Representatives

Section 7.01. Scope of Indemnification.

A. General Rule. The Corporation shall indemnify an indemnified representative against any liability incurred in connection with any proceeding in which the indemnified representative may be involved as a party or otherwise by reason of the fact that such person is or was serving in an indemnified capacity, including, without limitation, liabilities resulting from any actual or alleged breach or neglect of duty, error, misstatement or misleading statement, negligence, gross negligence or act giving rise to strict or products liability, except:

(1) where such indemnification is expressly prohibited by applicable law;

(2) where the conduct of the indemnified representative has been finally determined:

(i) to constitute willful misconduct or recklessness within the meaning of 15 Pa. C.S. § 513(b) or § 1746(b) or 42 Pa. C. S. § 8365(b) or any superseding provision of law sufficient in the circumstances to bar indemnification against liabilities arising from the conduct; or

(ii) to be based upon or attributable to the receipt by the indemnified representative from the Corporation of a personal benefit to which the indemnified representative is not legally entitled; or

(3) to the extent such indemnification has been finally determined in a final adjudication to be otherwise unlawful.

B. Partial Payment. If an indemnified representative is entitled to indemnification in respect of a portion, but not all, of any liabilities to which such person may be subject, the Corporation shall indemnify such indemnified representative to the maximum extent for such portion of the liabilities.

C. Presumption. The termination of a proceeding by judgment, order, settlement or conviction or upon a plea of nolo contendere or its equivalent shall not of itself create a presumption that the indemnified representative is not entitled to indemnification.

D. Definitions. For purposes of this Article:

(1) “Indemnified Capacity” means any and all past, present and future service by an indemnified representative in one or more capacities as a director, officer, employee or agent of the Corporation, or, at the request of the Corporation, as a director, officer, employee, agent, fiduciary or trustee of another corporation, partnership, joint venture, trust, employee benefit plan or other entity or enterprise;

(2) “Indemnified Representative” means any and all directors and officers of the Corporation and any other person designated as an indemnified representative by the Board of Directors of the Corporation (which may, but need not, include any person serving at the request of the Corporation, as a director, officer, employee, agent, fiduciary or trustee of another corporation, partnership, joint venture, trust, employee benefit plan or other entity or enterprise);

(3) “Liability” means any damage, judgment, amount paid in settlement, fine, penalty, punitive damages, excise tax assessed with respect to an employee benefit plan or cost or expense, of any nature (including, without limitation, attorneys’ fees and disbursements); and

(4) “Proceeding” means any threatened, pending or completed action, suit, appeal or other proceeding of any nature, whether civil, criminal, administrative or investigative, whether formal or informal, and whether brought by or in the right of the Corporation, a class of its security holders or otherwise.

Section 7.02. Proceedings Initiated by Indemnified Representatives. Notwithstanding any other provision of this Article, the Corporation shall not indemnify under this Article an indemnified representative for any liability incurred in a proceeding initiated (which shall not be deemed to include counter-claims or affirmative defenses) or participated in as an intervenor or amicus curiae by the person seeking indemnification unless such initiation of or participation in the proceeding is authorized, either before or after its commencement, by the affirmative vote of a majority of the Directors in office. This section does not apply to reimbursement of expenses incurred in successfully prosecuting or defending the rights of an indemnified representative granted by or pursuant to this Article.

Section 7.03. Advancing Expenses. The Corporation shall pay the expenses (including attorneys' fees and disbursements) incurred in good faith by an indemnified representative in advance of the final disposition of a proceeding described in Section 7.01 or the initiation of or participation in which is authorized pursuant to Section 7.02 upon receipt of an undertaking by or on behalf of the

indemnified representative to repay the amount if it is ultimately determined that such person is not entitled to be indemnified by the Corporation pursuant to this Article. The financial ability of an indemnified representative to repay an advance shall not be a prerequisite to the making of such advance.

Section 7.04. Securing of Indemnification Obligations. To further effect, satisfy or secure the indemnification obligations provided herein or otherwise, the Corporation may maintain insurance, obtain a letter of credit, act as self-insurer, create a reserve, trust, escrow, cash collateral or other fund or account, enter into indemnification agreements, pledge or grant a security interest in any assets or properties of the Corporation, or use any other mechanism or arrangement whatsoever in such amounts, at such costs, and upon such other terms and conditions as the Board of Directors shall deem appropriate. Absent fraud, the determination of the Board of Directors with respect to such amounts, costs, terms and conditions shall be conclusive against all security holders, officers and directors and shall not be subject to voidability.

Section 7.05. Payment of Indemnification. An indemnified representative shall be entitled to indemnification within thirty (30) days after a written request for indemnification has been delivered to the Secretary of the Corporation.

Section 7.06. Enforcement of Right to Indemnification.

A. Burden of Proof. The party or parties challenging the right of an indemnified representative to the benefits of this Article shall have the burden of proof.

B. Expenses. The Corporation shall reimburse an indemnified representative for the expenses (including attorneys' fees and disbursements) incurred in successfully prosecuting or defending any action relating to the right to indemnification, contribution or advancement of expenses as provided under this Article.

Section 7.07. Contribution. If the indemnification provided for in this Article or otherwise is unavailable for any reason in respect of any liability or portion thereof, the Corporation shall contribute to the liabilities to which the indemnified representative may be subject in such proportion, as is appropriate to reflect the intent of this Article or otherwise.

Section 7.08. Mandatory Indemnification of Directors, Officers, etc. To the extent that an authorized representative of the Corporation has been successful on the merits or otherwise in defense of any action or proceeding referred to in 15 Pa.C.S. §§ 1741 or 1742 or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees and disbursements) actually and reasonably incurred by such person in connection therewith.

Section 7.09. Contract Rights, Amendment or Repeal. All rights under this Article shall be deemed a contract between the Corporation and the indemnified representative pursuant to which the Corporation and each indemnified representative intend to be legally bound. Any repeal, amendment or modification hereof shall be prospective only and shall not affect any rights or obligations then existing.

Section 7.10. Scope of Article. The rights granted by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification, contribution or advancement of expenses may be entitled under any statute, agreement, vote of shareholders or disinterested directors or otherwise both as to action in an indemnified capacity and as to action in any other capacity. The indemnification, contribution and advancement of expenses provided by or granted pursuant to this Article shall continue as to a person who has ceased to be an indemnified representative in respect to matters arising prior to such time, and shall inure to the benefit of the heirs, executors, administrators and personal representatives of such a person.

Section 7.11. Reliance on Provisions. Each person who shall act as an indemnified representative of the Corporation shall be deemed to be doing so in reliance upon the rights provided by this Article.

Section 7.12. Interpretation. The provisions of this Article are intended to constitute By-Laws authorized by 15 Pa. C.S. §§ 513 and 1746 and 42 Pa. C.S. § 8365.

ARTICLE VIII

Miscellaneous

Section 8.01. Corporate Seal. The Corporation shall have a corporate seal in the form of a circle containing the name of the Corporation, the year of incorporation and such other details as may be approved by the Board of Directors. A facsimile seal may in all events be used in lieu of the corporate seal.

Section 8.02. Checks. All checks, notes, bills of exchange or other orders in writing shall be signed by such person or persons as the Board of Directors or any person authorized by resolution of the Board of Directors may from time to time designate.

Section 8.03. Contracts.

A. General Rule. Except as otherwise provided by these By-Laws or in the Business Corporation Law in the case of transactions that require action by the Shareholders, the Board of Directors may authorize any officer or agent to enter into any contract or to execute or deliver any instrument on behalf of the Corporation, and such authority may be general or confined to specific instances.

B. Statutory Form of Execution of Instruments. Any note, mortgage, evidence of indebtedness, contract or other document, or any assignment or endorsement thereof, executed or entered into between the Corporation and any other persons, when signed by one or more officers or agents having actual or apparent authority to sign it, or by the President or Vice President and Secretary or Assistant Secretary or Treasurer or Assistant Treasurer of the Corporation, shall be held to have been properly executed for and in behalf of the Corporation, without prejudice to the rights of the Corporation against any person who shall have executed the instrument in excess of his or her actual authority.

Section 8.04. Interested Directors or Officers; Quorum.

A. General Rule. A contract or transaction between the Corporation and one or more of its Directors or officers or between the Corporation and another corporation, partnership, joint venture, trust or other enterprise in which one or more of its Directors or officers are directors or officers or have a financial or other

interest, shall not be void or voidable solely for that reason, or solely because the Director or officer is present at or participates in the meeting of the Board of Directors that authorizes the contract or transaction, or solely because his, her or their votes are counted for that purpose, if:

(1) the material facts as to the relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors and the Board authorizes the contract or transaction by the affirmative votes of a majority of the disinterested Directors even though the disinterested Directors are less than a quorum;

(2) the material facts as to his or her relationship or interest and as to the contract or transaction are disclosed or are known to the Shareholders entitled to vote thereon and the contract or transaction is specifically approved in good faith by vote of those Shareholders; or

(3) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified by the Board of Directors or the Shareholders.

B. Quorum. Common or interested Directors may be counted in determining the presence of a quorum at a meeting of the Board which authorizes a contract or transaction specified in subsection A.

Section 8.05. Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such, banks, trust companies or other depositaries as the Board of Directors may approve or designate, and all such funds shall be withdrawn only upon checks signed by such one or more officers or employees of the Board of Directors shall from time to time determine.

Section 8.06. Corporate Records.

A. Required Records. The Corporation shall keep complete and accurate books and records of account, minutes of the proceedings of the incorporators, Shareholders and Directors and a share register giving the names and addresses of all Shareholders and the number and class of shares held by each. The share register shall be kept at either the registered office of the Corporation in Pennsylvania or at its principal place of business wherever situated or at the office of its registrar or transfer agent. Any books, minutes or other records may be in written form or any other form capable of being converted into written form within a reasonable time.

B. Right of Inspection. Every Shareholder shall, upon written verified demand stating the purpose thereof, have a right to examine, in person or by agent or attorney, during the usual hours for business for any proper purpose, the share register, books and records of account, and records of the proceedings of the incorporators, Shareholders and Directors and to make copies or extract therefrom. A proper purpose shall mean a purpose reasonably related to the interest of the person as a Shareholder. In every instance where an attorney or other agent is the person who seeks the right of inspection, the demand shall be accompanied by a verified power of attorney or other writing that authorizes the attorney or other agent to so act on behalf of the Shareholder. The demand shall be directed to the Corporation at its registered office in Pennsylvania or at its principal place of business wherever situated.

Section 8.07. Financial Reports. Unless otherwise agreed between the Corporation and a Shareholder, the Corporation shall furnish to its Shareholders annual financial statements, including at least a balance sheet as of the end of each fiscal year and a statement of Income and expenses for the fiscal year. The financial statements shall be prepared on the basis of generally accepted accounting principles, if the Corporation prepares financial statements for the fiscal year on that basis for any purpose, and may be consolidated statements of the Corporation and one or more of its subsidiaries. The financial statements shall be mailed by the Corporation to each of its Shareholders entitled thereto within 120

days after the close of each fiscal year and, after the mailing and upon written request, shall be mailed by the Corporation to any Shareholder or beneficial owner entitled thereto to whom a copy of the most recent annual financial statements has not previously been mailed. Statements that are audited or reviewed by a public accountant shall be accompanied by the report of accountant; in other cases, each copy shall be accompanied by a statement of the person in charge of the financial records of the Corporation:

(1) Stating his reasonable belief as to whether or not the financial statements were prepared in accordance with generally accepted accounting principles and, if not, describing the basis of presentation.

(2) Describing any material respects in which the financial statements were not prepared on a basis consistent with those prepared for the previous year.

Section 8.08. Amendment of By-Laws. These By-Laws may be amended or repealed, or new By-Laws may be adopted, either (i) by vote of the Shareholders at any duly organized annual or special meeting of Shareholders, or (ii) with respect to those matters that are not by statute committed expressly to the Shareholders and regardless of whether the Shareholders have previously

adopted or approved the By-Law being amended or repeated, by vote of a majority of the Board of Directors of the Corporation in office at any regular or special meeting of Directors. Any change in these By-Laws shall take effect when adopted unless otherwise provided in the resolution effecting the change. See Section 2.03.B (relating to notice of action by Shareholders on By-Laws).

Effective January 15, 1998

Corporation Number

Entity Number 2035909

Filed with the Department of State on APR 13 1992

Secretary of the Commonwealth

ARTICLES OF INCORPORATION

DSCB:15-1306(Rev 89)

Indicate type of domestic corporation (check one):

X Business-stock (15 Pa. C.S. § 1306)

_ Business-nonstock (15 Pa. C.S. § 2102)

_ Business-statutory close (15 Pa. C.S. § 2304a is applicable)

___ Professional (15 Pa. C.S. § 2903)

___ Management (15 Pa. C.S. § 2701)

___ Cooperative (15 Pa. C.S. § 7701)

The name of the corporation is: WHITE DEER RUN, INC.

This corporation is incorporated under the provisions of the Business Corporation Law of 1988.

The address of this corporation's initial (a) registered office in this Commonwealth or (b) commercial registered office provider and the county of venue is:

c/o XL CORPORATE SERVICES, INC.
800 North Second Street, Harrisburg, PA, 17102, Dauphin County
Number and Street City State Zip County

Name of Commercial Registered Office Provider County

For a corporation represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the corporation is located for venue and official publication purposes.

The aggregate number of shares authorized is: 1,000 shares of common stock, no par value (other provisions, if any, attach 8 1/2 x 11 sheet)

The name and address, including street and number, if any, of each incorporator is:

Name	Address	Signature	Date
XL CORPORATE SERVICES, INC.	800 N. Second Street Harrisburg, PA 17102	Linda Witmer Asst. Sec.	4/13/92

The specified effective date, if any, is: _____
month day year hour, if any

Any additional provisions of the articles, if any, attach an 8 1/2 x 11 sheet.

Statutory close corporation only: Neither the corporation nor any shareholder shall make an offering of any of its shares of any class that would constitute a "Public Offering" within the meaning of the Securities Act of 1933 (15U.S.C. § 77A et seq.).

Business cooperative corporations only: (Complete and strike out inapplicable term) The common bond of membership among its members/shareholders is: _____

Microfilm Number _____

Entity Number 2C45907

Filed with the Department of State on DEC 31 1997

Secretary of the Commonwealth

ARTICLES OF MERGER-DOMESTIC BUSINESS CORPORATION

DSCB:15-1925 (Rev 90)

In compliance with the requirements of 15 Pa.C.S. § 1926 (relating to articles of merger or consolidation), the undersigned business corporations, desiring to effect a merger, hereby state that:

1. The name of the corporation surviving the merger is: White Deer Run, Inc.

2. (Check and complete one of the following):

X The surviving corporation is a domestic business corporation and the (a) address of its current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

(a) 800 North Second Street, Harrisburg, PA 17102 Dauphin
Number and Street City State Zip County

(b) c/o: XL Corporate Services, Inc. Union
Name of Commercial Registered Office Provider County

For a corporation represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the corporation is located for venue and official publication purposes.

___ The surviving corporation is a qualified foreign business corporation incorporated under the laws of _____ and the (a) address of its current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

(a) _____
Number and Street City State Zip County

(b) c/o: _____
Name of Commercial Registered Office Provider County

For a corporation represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the corporation is located for venue and official publication purposes.

___ The surviving corporation is a nonqualified foreign business corporation incorporated under the laws of _____ and the address of its principal office under the laws of such domiciliary jurisdiction is:

_____
Number and Street City State Zip County

3. The name and the address of the registered office in this Commonwealth or name of its commercial registered office provider and the county of venue of each other domestic business corporation and qualified foreign business corporation which is a party to the plan of merger are as follows:

Name of Corporation	Address of Registered Office or Name of Commercial Registered Office Provider	County
White Deer Acquisition Corp.	517 Brook Drive Lewisburg, PA 17837	Union

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DEPT OF STATE

DSCB:15-1926 (Rev 90)-2

4. (Check, and if appropriate complete, one of the following):

___The plan of merger shall be effective upon filing these Articles of Merger in the Department of State.

X The plan of merger shall be effective on December 31, 1997 at 9:00 a.m.
Date Hour

5. The manner in which the plan of merger was adopted by each domestic corporation is as follows:

Name of corporation	Manner of adoption
White Deer Acquisition Corp.	Adopted by the directors and the shareholders pursuant to 15 Pa.C.S. Section 1924(a)
White Deer Run, Inc.	Adopted by the directors and the shareholders pursuant to 15 Pa.C.S. Section 1924(a)

6. ~~(Strike out this paragraph if no foreign corporation is a party to the merger). The plan was authorized, adopted or approved, as the case may be, by the foreign business corporation (or each of the foreign business corporations) party to the plan in accordance with the laws of the jurisdiction in which it is incorporated.~~

7. (Check, and if appropriate complete, one of the following):

X The plan of merger is set forth in full in Exhibit A attached hereto and made a part hereof.

___Pursuant to 15 Pa.C.S. § 1901 (relating to omission of certain provisions from filed plans) the provisions, if any, of the plan of merger that amend or constitute the operative Articles of Incorporation of the surviving corporation as in effect subsequent to the effective date of the plan are set forth in full in Exhibit A attached hereto and made a part hereof. The full text of the plan of merger is on file at the principal place of business of the surviving corporation, the address of which is:

Number and Street City State Zip

IN TESTIMONY WHEREOF, the undersigned corporation or each undersigned corporation has caused these Articles of Merger to be signed by a duly authorized officer thereof this 31st day of December 19 97 .

White Deer Acquisition Corp.
(Name of Corporation)

BY: _____
(Signature)

TITLE: Pres.

White Deer Run, Inc.
(Name of Corporation)

BY: _____
(Signature)

TITLE: Pres.

EXHIBIT A

PLAN AND AGREEMENT OF MERGER

THIS PLAN AND AGREEMENT OF MERGER, dated December 31, 1997, is by and between WHITE DEER RUN, INC., a Pennsylvania corporation having its registered office at c/o XL Corporate Services, Inc., 800 North Second Street, Harrisburg, Pennsylvania ("Subsidiary"), and WHITE DEER ACQUISITION CORP., a Pennsylvania corporation having its registered office at 517 Brook Drive, Lewisburg, Pennsylvania ("Parent"). In consideration of the mutual covenants contained herein, and intending to be legally bound hereby, Parent and Subsidiary hereby agree as follows:

1. Background. The aggregate number of shares of stock that Subsidiary is authorized to issue is 1,000 common shares of no par value, of which 1,000 shares are issued and outstanding. Parent owns of record and beneficially all the 1,000 issued and outstanding shares of Subsidiary's common stock. The Boards of Directors of Parent and of Subsidiary deem it desirable and for the benefit of both corporations that the properties, businesses, assets and liabilities of Parent and Subsidiary be combined into one (1) surviving corporation (which shall be Subsidiary), pursuant to Section 1924(a) of the Pennsylvania Business Corporation Law, and that the combination of Parent and Subsidiary constitute a tax-free reorganization within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended.

2. Merger. Subsidiary hereby merges Parent into itself, and Parent shall be and hereby is merged into Subsidiary (the "Merger"). Subsidiary shall be the surviving corporation and shall continue to exist as a domestic corporation under the laws of the Commonwealth of Pennsylvania with all of the rights and obligations of such surviving domestic corporation as are provided by the Pennsylvania Business Corporation Law. Upon the Merger's Effective Time (as hereinafter defined), Parent shall cease to exist and its assets and liabilities shall become the assets and liabilities of Subsidiary as the surviving corporation.

3. Articles of Incorporation; Bylaws. Subsidiary's Articles of Incorporation and Bylaws shall continue as the Articles of Incorporation and Bylaws of the surviving corporation.

4. Directors. Subsidiary's Directors shall be the Directors of the surviving corporation until their successors are duly elected and qualified under the surviving corporation's Bylaws.

5. Shares of Subsidiary. Each share of stock of Subsidiary outstanding at the Merger's Effective Time shall remain, without further action, one (1) share of the surviving corporation's stock without the issuance or exchange of new shares or share certificates.

6. Cancellation of Parent Shares. All Parent's authorized and outstanding shares of stock and all rights in respect thereof, shall be canceled forthwith upon the Merger's Effective Time, and the certificates representing the shares shall be surrendered and canceled.

7. Registered Address Change. Upon the Merger's Effective Time, Subsidiary's Articles of Incorporation shall be deemed amended to change Subsidiary's registered office to 517 Brook Drive, Lewisburg, Pennsylvania.

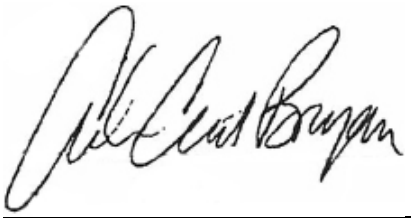
8. Approval. Parent's Board of Directors and Parent's shareholders, and Subsidiary's Board of Directors and Subsidiary's shareholders, have unanimously approved the Merger.

9. Abandonment. Notwithstanding any provision of this Plan to the contrary, Parent, at any time before the Merger's Effective Time, and for any reason or for no reason, shall have the power and authority to abandon and refrain from making effective the contemplated Merger as set forth herein, in which event, this Plan shall be canceled and become null and void.

10. Effective Time. The Merger's Effective Time shall be 9:00 a.m. Eastern Standard Time on December 31, 1997.

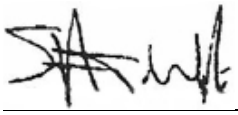
IN WITNESS WHEREOF, Parent and Subsidiary have caused this Plan to be executed by their duly authorized officers this 31st day of December, 1997.

ATTEST:



Title: Sec

WHITE DEER RUN, INC.

By: 

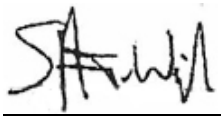
Title: Pres.

(Corporate Seal)

ATTEST:

Title: Sec

WHITE DEER ACQUISITION CORP.

By: 

Title: Pres.

(Corporate Seal)

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Microfilm Number _____

Entity Number 2085709

Filed with the Department of State on _____

Secretary of the Commonwealth

ARTICLES OF MERGER-DOMESTIC BUSINESS CORPORATION

DSCB:15-1926 (Rev 90)

In compliance with the requirements of 15 Pa.C.S. § 1926 (relating to articles of merger or consolidation), the undersigne business corporations, desiring to effect a merger, hereby state that:

1. The name of the corporation surviving the merger is: WHITE DEER RUN, INC.

2. (Check and complete one of the following):

X The surviving corporation is a domestic business corporation and the (a) address of its current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

(a) 517 Brook Drive | Lewisburg | PA | 17837 | Union

Number and Street | City | State | Zip | County

(b) c/o: _____

Name of Commercial Registered Office Provider | County

For a corporation represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the corporation is located for venue and official publication purposes.

___ The surviving corporation is a qualified foreign business corporation incorporated under the laws of _____ and the (a) address of its current registered office in this Commonwealth or (b) name of its commercial registered offic provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

(a) _____

Number and Street | City | State | Zip | County

(b) c/o: _____

Name of Commercial Registered Office Provider | County

For a corporation represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the corporation is located for venue and official publication purposes.

___ The surviving corporation is a nonqualified foreign business corporation incorporated under the laws of _____ and the address of its principal office under the laws of such domiciliary jurisdiction is:

_____

Number and Street | City | State | Zip | County

3. The name and the address of the registered office in this Commonwealth or name of its commercial registered office provider and the county of venue of each other domestic business corporation and qualified foreign business corporation which is a party to the plan of merger are as follows:

Name of Corporation	Address of Registered Office or Name of Commercial Registered Office Provider	County
White Deer Management Group, Inc.	Devitt Camp Road, Allenwood, PA 17810	Union

200018-239

DSCB:15-1926 (Rev 90)-2

4. (Check, and if appropriate complete, one of the following):

___The plan of merger shall be effective upon filing these Articles of Merger in the Department of State.

_X_The plan of merger shall be effective on January 31, 2001 at 9:00 A. M.
Date Hour

5. The manner in which the plan of merger was adopted by each domestic corporation is as follows:

Name of corporation	Manner of adoption
White Deer Run, Inc.	Adopted by the Directors and Shareholders pursuant to 15 Pa.C.S. Section 1924(a)
White Deer Management Group, Inc.	Adopted by the Directors and Shareholders pursuant to 15 Pa. C.S. Section 1924(a)

6. (Strike out this paragraph if no foreign corporation is a party to the merger). ~~The plan was duly adopted or approved, as the case may be, by the foreign business corporation (or each of the foreign business corporations) party to the plan in accordance with the laws of the jurisdiction in which it is incorporated.~~

7. (Check, and if appropriate complete, one of the following):

_X_The plan of merger is set forth in full in Exhibit A attached hereto and made a part hereof.

___Pursuant to 15 Pa.C.S. § 1901 (relating to omission of certain provisions from filed plans) the provisions, if any, of th plan of merger that amend or constitute the operative Articles of Incorporation of the surviving corporation as in effec subsequent to the effective date of the plan are set forth in full in Exhibit A attached hereto and made a part hereof. The full text of the plan of merger is on file at the principal place of business of the surviving corporation, the addres of which is:

Number and Street City State Zip

IN TESTIMONY WHEREOF, the undersigned corporation or each undersigned corporation has caused these Article

Merger to be signed by a duly authorized officer thereof this 29th day of January, ~~xxx~~ 2001.

WHITE DEER MANAGEMENT GROUP, INC.
(Name of Corporation)

BY: _____
(Signature)

TITLE: President

WHITE DEER RUN, INC.
(Name of Corporation)

BY: _____
(Signature)

TITLE: President

PLAN AND AGREEMENT OF MERGER

THIS PLAN AND AGREEMENT OF MERGER, dated as of January 29, 2001. is by and between WHITE DEER MANAGEMENT GROUP. INC., a Pennsylvania corporation having its registered office at Devitt Camp Road, Allenwood, Pennsylvania ("Subsidiary"), and WHITE DEER RUN, INC., a Pennsylvania corporation having its registered office at 517 Brook Drive, Lewisburg, Pennsylvania ("Parent"). In consideration of the mutual covenants contained herein, and intending to be legally bound hereby. Parent and Subsidiary hereby agree as follows:

1. Background. The aggregate number of shares of stock that Subsidiary is authorized to issue is one hundred (100) common shares of no par value, of which one (1) share is issued and outstanding. Parent owns of record and beneficially the one (1) issued and outstanding share of Subsidiary's common stock. The Boards of Directors of Parent and of Subsidiary deem it desirable and for the benefit of both corporations that the properties, businesses, assets and liabilities of Parent and Subsidiary be combined into one (1) surviving corporation (which shall be Parent), pursuant to Section 1924(a) of the Pennsylvania Business Corporation Law, and that the combination of Parent and Subsidiary constitute a tax-free reorganization within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended.

2. Merger. At the Effective Time (as defined in Section 10 below) in accordance with the applicable laws of the Commonwealth of Pennsylvania, Subsidiary shall be merged into Parent (the "Merger"). Parent shall be the surviving corporation and shall continue to exist as a domestic business corporation under the laws of the Commonwealth of Pennsylvania with all of the rights and obligations of such surviving domestic corporation as are provided by the Pennsylvania Business Corporation Law. Upon the Merger's Effective Time, Subsidiary shall cease to exist and all of its assets and all of its liabilities, obligations and debts arising before the Effective Time shall become the assets and liabilities, obligations and debts of Parent as the surviving corporation.

3. Articles of Incorporation; Bylaws. Parent's Articles of Incorporation and Bylaws shall continue as the Articles of Incorporation and Bylaws of the surviving corporation.

4. Directors and Officers. Parent's Directors and Officers shall be the Directors and Officers of the surviving corporation until their successors are duly elected and qualified under the surviving corporation's Bylaws.

5. Shares of Parent. Each share of stock of Parent outstanding at the Merger's Effective Time shall remain, without further action, one (1) share of the surviving corporation's stock without the issuance or exchange of new shares or share certificates.

6. Cancellation of Subsidiary Shares. All of Subsidiary's authorized and outstanding shares of stock and all rights in respect thereof shall be canceled forthwith upon the Merger's Effective Time, and the certificates representing the shares shall be surrendered and canceled.

7. Property Rights. At the Effective Time, all of the right, title and interest of Subsidiary in and to all of its assets (real, personal and mixed) and all of Subsidiary's rights, privileges, powers and franchises shall be vested in Parent, and Parent shall assume all of the liabilities of Subsidiary, all by operation of law and without further act.

8. Approval. Parent's Board of Directors and Parent's shareholders, and Subsidiary's Board of Directors and Subsidiary's shareholder, have unanimously approved the Merger.

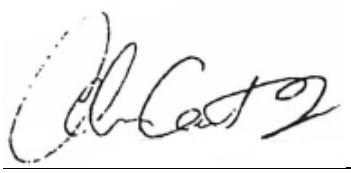
9. Abandonment. Notwithstanding any provision of this Plan to the contrary, Parent, at any time before the Merger's Effective Time, and for any reason or for no reason, shall have the power and authority to abandon and refrain from making effective the contemplated Merger as set forth herein, in which event, this Plan shall be canceled and become null and void.

10. Effective Time. The Merger's Effective Time shall be 9:00 a.m. Eastern Standard Time on January 31, 2001.

11. Further Assurances. From and after approval and adoption hereof on behalf of the corporation parties hereto, each corporation party hereto will cause to be executed and filed any and all regulatory and other filings or documents required to be executed or filed by it to effect the Merger.

IN WITNESS WHEREOF, Parent and Subsidiary have caused this Plan to be executed by their duly authorized officers the 29th day of January, 2001.

ATTEST:



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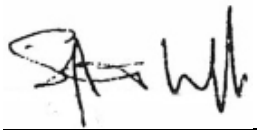
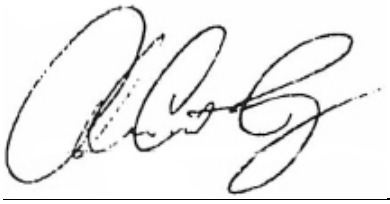
WHITE DEER RUN, INC.

By: 

Title: President

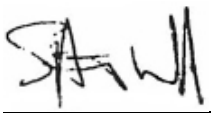
(Corporate Seal)

ATTEST:



Title: Sec

WHITE DEER MANAGEMENT GROUP, INC.

By: 

Title: President

(Corporate Seal)

Exhibit 3.261

BY-LAWS
OF

WHITE DEER RUN, INC.

(a Pennsylvania Corporation)

ARTICLE I

Offices and Fiscal Year

Section 1.01. Registered Office. The registered office of the Corporation in Pennsylvania shall be 517 Brook Drive, Lewisburg, Pennsylvania 17701, until otherwise established by an amendment of the Articles or by the Board of Directors and a record of such change is filed with the Department of State in the manner provided by law.

Section 1.02. Other Offices. The Corporation may also have offices at such other places within or without Pennsylvania as the Board of Directors may from time to time appoint or the business of the Corporation may require.

Section 1.03. Fiscal Year. The fiscal year of the Corporation shall begin on the 1st day of January of each year.

ARTICLE II
Notice - Waivers - Meetings Generally

Section 2.01. Manner of Giving Notice.

A. General Rule. Whenever written notice is required to be given to any person under the provisions of the Business Corporation Law or by the Articles or these By-Laws, it may be given to the person either personally or by sending a copy thereof by first class or express mail, postage prepaid, or by telegram (with messenger service specified), telex or TWX (with answer back received) or courier service, charges prepaid, or by telecopier, to the address (or to the telex, TWX, telecopier or telephone number) of the person appearing on the books of the Corporation or, in the case of Directors, supplied by the Director to the Corporation for the purpose of notice. If the notice is sent by mail, telegraph or courier service, it shall be deemed to have been given to the person entitled thereto when deposited in the United States mail or with a telegraph office or courier service for delivery to that person or, in the case of telex or TWX, when

dispatched or, in the case of telecopier, when received. A notice of meeting shall specify the place, day and hour of the meeting and any other information required by any other provision of the Business Corporation Law, the Articles or these By-Laws.

B. Adjourned Shareholder Meetings. When a meeting of Shareholders is adjourned, it shall not be necessary to give any notice of adjourned meeting or of the business to be transacted at an adjourned meeting, other than by announcement at the meeting at which the adjournment is taken, unless the Board fixes a new record date for the adjourned meeting.

Section 2.02. Notice of Meetings of Board of Directors. Notice of a regular meeting of the Board of Directors need not be given. Notice of every special meeting of the Board of Directors shall be given to each Director by telephone or In writing at least 24 hours (in the case of notice by telephone, telex, TWX or telecopier) or 48 hours (in the case of notice by telegraph, courier service or express mail) or five (5) days (in the case of notice by first class mail) before the time at which the meeting is to be held. Every such notice shall state the time and place of the meeting. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in a notice of the meeting.

Section 2.03. Notice of Meetings of Shareholders.

A. General Rule. Written notice of every meeting of the Shareholders shall be given by, or at the direction of, the Secretary to each Shareholder of record entitled to vote at the meeting at least:

(1) Ten (10) days prior to the day named for a meeting called to consider a fundamental transaction under 15 Pa. C.S. Chapter 19; or

(2) Five (5) days prior to the day named for the meeting in any other case.

If the Secretary neglects or refuses to give notice of a meeting, the person or persons calling the meeting may do so. In the case of a special meeting of Shareholders, the notice shall specify the general nature of the business to be transacted.

B. Notice of Action by Shareholders on By-Laws. In the case of a meeting of Shareholders that has as one of its purposes action on the By-Laws, written notice shall be given to each Shareholder that the purpose, or one of the purposes, of the meeting is to consider the adoption, amendment or repeal of the By-Laws. There shall be included in, or enclosed with, the notice a copy of the proposed amendment or a summary of the changes to be effected thereby.

Section 2.04. Waiver of Notice.

A. Written Waiver. Whenever any written notice Is required to be given under the provisions of the Business Corporation Law, the Articles or these By-Laws, a waiver thereof in writing, signed by the person or persons entitled to the notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of the notice. Except as otherwise required by this subsection, neither the business to be transacted at, nor the purpose of, a meeting need be specified in the waiver of notice of the meeting. In the case of a special meeting of Shareholders, the waiver of notice shall specify the general nature of the business to be transacted.

B. Waiver by Attendance. Attendance of a person at any meeting shall constitute a waiver of notice of the meeting except where a person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting was not lawfully called or convened.

Section 2.05. Modification of Proposal Contained in Notice. Whenever the language of the proposed resolution is included in a written notice of a meeting required to be given under the provisions of the Business Corporation Law or the Articles or these By-Laws, the meeting considering the resolution may without further notice adopt it with such clarifying or other amendments as do not enlarge its original purpose.

Section 2.06. Exception to Requirement of Notice.

A. General Rule. Whenever any notice or communication is required to be given to any person under the provisions of the Business Corporation Law or by the Articles or these By-Laws or by the terms of any agreement or other instrument or as a condition precedent to taking any corporate action and communication with that person is then unlawful, giving of the notice or communication to that person shall not be required.

B. Shareholders Without Forwarding Addresses. Notice or other communications shall not be sent to any Shareholder with whom the Corporation has been unable to communicate for more than 24 consecutive months because communications to the Shareholder are returned unclaimed or the Shareholder has otherwise failed to provide the Corporation with a current address. Whenever the Shareholder provides the Corporation with a current address, the Corporation shall commence sending notices and other communications to the Shareholder in the same manner as to other Shareholders.

Section 2.07. Use of Conference Telephone and Similar Equipment. One or more persons may participate in a meeting of the Board of Directors or any committee of the Board of Directors or the Shareholders of the Corporation by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this section shall constitute presence in person at the meeting.

ARTICLE III
Shareholders

Section 3.01. Place of Meeting. All meetings of the Shareholders of the Corporation shall be held at the registered office of the Corporation unless another place is designated by the Board of Directors in the notice of the meeting.

Section 3.02. Annual Meeting. The Board of Directors may fix the date and time of the annual meeting of the Shareholders, but If no such date and time is fixed by the Board the meeting for any calendar year shall be held on the 15th day of January in such year, If not a legal holiday under the laws of Pennsylvania, and, if a legal holiday, then on the next succeeding business day at 10:00 o'clock A.M., and at said meeting the Shareholders then entitled to vote shall elect Directors and shall transact such other business as may properly be brought before the meeting. If the annual meeting shall not have been called and held within six (6) months after the designated time, any Shareholder may call the meeting at any time thereafter.

Section 3.03. Special Meetings.

A. Call of Special Meetings. Special meetings of the Shareholders may be called at any time:

(1) By the Board of Directors; or

(2) Unless otherwise provided in the Articles, by Shareholders entitled to cast at least 20% of the votes that all Shareholders are entitled to cast at the particular meeting.

B. Fixing of Time for Meeting. At any time, upon written request of any person who has called a special meeting, it shall be the duty of the Secretary to fix the time of the meeting which shall be held not more than sixty (60) days after the receipt of the request. If the Secretary neglects or refuses to fix the time of the meeting, the person or persons calling the meeting may do so.

Section 3.04. Quorum and Adjournment.

A. General Rule. A meeting of Shareholders of the Corporation duly called shall not be organized for the transaction of business unless a quorum is present. The presence of Shareholders entitled to cast a least majority of the votes that all Shareholders are entitled to cast on a particular matter to be acted upon at the meeting shad constitute a quorum for the purposes of consideration and action on the matter. Shares of the Corporation owned, directly or indirectly, by it and controlled, directly or indirectly, by the Board of Directors of this Corporation, as such, shall not be counted in determining the total number of outstanding shares for quorum purposes at any given time.

B. Withdrawal of a Quorum. The Shareholders present at a duly organized meeting can continue to do business until adjournment notwithstanding the withdrawal of. enough Shareholders to leave less than a quorum.

C. Adjournment for Lack of Quorum. If a meeting cannot be organized because a quorum has not attended, those present may, except as provided in the Business Corporation Law, adjourn the meeting to such time and place as they may determine.

D. Adjournments Generally. Any meeting at which directors are to be elected shall be adjourned only from day to day, or for such longer periods not exceeding fifteen (15) days each as the Shareholders present and entitled to vote shall direct, until the Directors have been elected. Any other regular or special meeting may be adjourned for such period as the Shareholders present and entitled to vote shall direct.

E. Electing Directors at Adjourned Meeting. Those Shareholders entitled to vote who attend a meeting called for the election of directors that has been previously adjourned for lack of a quorum, although less than a quorum as fixed in this section, shall nevertheless constitute a quorum for the purpose of electing directors.

F. Other Action in Absence of Quorum. Those Shareholders entitled to vote who attend a meeting of Shareholders that has been previously adjourned for one or more periods aggregating at least fifteen (15) days because of an absence of a quorum, although less than a quorum as fixed in this section, shall nevertheless constitute a quorum for the purpose of acting upon any matter set forth in the notice of the meeting If the notice states that those Shareholders who attend the adjourned meeting shall nevertheless constitute a quorum for the purpose of acting upon the matter.

Section 3.05. Action by Shareholders.

A. General Rule. Except as otherwise provided in the Business Corporation Law or the Articles or these By-Laws, or a shareholders agreement in effect among the shareholders entitled to vote thereon, whenever any corporate action is to be taken by vote of the Shareholders of the Corporation, it shall be authorized by a majority of the votes cast at a duly organized meeting of Shareholders by the holders of shares entitled to vote thereon.

B. Interested Shareholders. Any merger or other transaction authorized under 15 Pa. C.S. Subchapter I9C between the Corporation or subsidiary thereof and a Shareholder of this Corporation, or any voluntary liquidation authorized under 15 Pa. C.S. Subchapter 19F in which a Shareholder is treated differently from other Shareholders of the same class (other than any dissenting Shareholders), shall require the affirmative vote of the Shareholders entitled to cast at least a majority of the votes that all Shareholders other than the interested Shareholder are entitled to cast with respect to the transaction, without counting the vote of the Interested Shareholder. For the purposes of the preceding sentence, “Interested Shareholder” shall include the Shareholder who is a party to the transaction or who is treated differently from other Shareholders and any person, or group of persons, that is acting jointly or In concert with the interested Shareholder and any person who, directly or indirectly, controls, is controlled by or is under common control with the interested Shareholder. An interested Shareholder shall not include any person who, in good faith and not for the purpose of circumventing this subsection, is an agent, bank, broker, nominee or trustee for one or more other persons, to the extent that the other person or persons are not interested Shareholders.

C. Exceptions. Subsection B shall not apply to a transaction:

(1) That has been approved by a majority vote of the Board of Directors without counting the vote of Directors who:

(i) are Directors or Officers of, or have a material equity Interest in, the Interested Shareholder; or

(ii) were nominated for election as a Director by the interested Shareholder, and first elected as a Director, within twenty-four (24) months of the data of the vote on the proposed transaction; or

(2) in which the consideration to be received by the Shareholders for shares of any class of which shares are owned by the Interested Shareholder is not less than the highest amount paid by the interested Shareholder In acquiring shares of the same class.

D. Additional Approvals. The approvals required by subsection B shall be In addition to, and not In lieu of, any other approval required by the Business Corporation Law, the Articles or these By-Laws or otherwise.

Section 3.06. Organization. At every meeting of the Shareholders, the President or, in the case of vacancy in office or absence of the President, one of the following officers present in the order stated: the Vice Presidents in their order of rank and seniority, or a person chosen by vote of the Shareholders present, shall act as Chairman of the meeting. The Secretary or, in the absence of the Secretary, an Assistant Secretary, or, in the absence of both the Secretary and Assistant Secretaries, a person appointed by the Chairman of the meeting, shall act as Secretary.

Section 3.07. Voting Rights of Shareholders. Unless otherwise provided in the Articles, every Shareholder of the Corporation shall be entitled to one vote for every share outstanding in the name of the Shareholder on the books of the Corporation.

Section 3.08. Voting and Other Action by Proxy.

A. General Rule.

(1) Every Shareholder entitled to vote at a meeting of Shareholders or to express consent or dissent to Corporate action in writing without a meeting may authorize another person to act for the Shareholder by proxy.

(2) The presence of, or vote or other action at a meeting of Shareholders, or the expression of consent or dissent to corporate action In writing, by a proxy of a Shareholder shall constitute the presence of, or vote or action by, or written consent or dissent of the Shareholder.

(3) Where two or more proxies of a Shareholder are present, the Corporation shall, unless otherwise expressly provided in the proxy, accept as the vote of all shares represented thereby the vote cast by a majority of them and, if a majority of the proxies cannot agree whether the shares represented shall be voted or upon the manner of voting the shares, the voting of the shares shall be divided equally among those persons.

B. Minimum Requirements. Every proxy shall be executed in writing by the Shareholder or by the duly authorized attorney-in-fact of the Shareholder and filed with the Secretary of the Corporation. A proxy, unless coupled with an interest, shall be revocable at will, notwithstanding any other agreement or any

provision in the proxy to the contrary, but the revocation of a proxy shall not be effective until written notice thereof has been given to the Secretary of the Corporation. An unrevoked proxy shall not be valid after three (3) years from the date of its execution unless a longer time is expressly provided therein. A proxy shall not be revoked by the death or incapacity of the maker unless, before the vote is counted or the authority is exercised, written notice of the death or incapacity is given to the Secretary of the Corporation.

C. Expenses. Unless otherwise restricted in the Articles, the Corporation shall pay the reasonable expenses of solicitation of votes, proxies or consents of Shareholders by or on behalf of the Board of Directors or its nominees for election to the Board, including solicitation by professional proxy solicitors or otherwise.

Section 3.09. Voting by Fiduciaries and Pledges. Shares of the Corporation standing in the name of a trustee or other fiduciary and shares held by an assignee for the benefit of creditors or by a receiver may be voted by the trustee, fiduciary, assignee or receiver. A Shareholder whose shares are pledged shall be entitled to vote the shares until the shares have been transferred into the name of the pledgee, or a nominee of the pledgee, but nothing in the section shall affect the validity of a proxy given to a pledgee or nominee.

Section 3.10. Voting by Joint Holders of Shares.

A. General Rule. Where shares of the Corporation are held jointly or as tenants in common by two or more persons, as fiduciaries or otherwise:

(1) if only one or more of such persons is present in person or by proxy, all of the shares standing in the names of such persons shall be deemed to be represented for the purpose of determining a quorum and the Corporation shall accept as the vote of all the shares the vote cast by a joint owner or a majority of them; and

(2) if the persons are equally divided upon whether the shares held by them shall be voted or upon the manner of voting the shares, the voting of the shares shall be divided equally among the persons without prejudice to the rights of the joint owners or the beneficial owners thereof among themselves.

B. Exception. If there has been filed with the Secretary of the Corporation a copy, certified by an attorney at law to be correct, of the relevant portions of the agreement under which the shares are held or the instrument by which the trust or estate was created or the order of the court appointing them or of an order of court directing the voting of the shares, the persons specified as

having such voting power in the document latest in date of operative effect so filed, and only those persons, shall be entitled to vote the shares but only in accordance therewith.

Section 3.11. Voting by Corporations.

A. Voting by Corporate Shareholders. Any corporation that is a Shareholder of this Corporation may vote by any of Its officers or agents, or by proxy appointed by any officer or agent, unless some other person, by resolution of the Board of Directors of the other corporation or a provision of its Articles or By-Laws, a copy of which resolution or provision certified to be correct by one of its officers has been filed with the Secretary of this Corporation, is appointed its general or special proxy in which case that person shall be entitled to vote the shares.

B. Controlled Shares. Shares of this Corporation owned, directly or indirectly, by it and controlled, directly or indirectly, by the Board of Directors of this Corporation, as such, shall not be voted at any meeting and shall not be counted in determining the total number of outstanding shares for voting purposes at any given time.

Section 3.12. Determination of Shareholders of Record.

A. Fixing Record Date. The Board of Directors may fix a time prior to the date of any meeting of Shareholders as a record date for the determination of the Shareholders entitled to notice of, or to vote at, the meeting, which time, except in the case of an adjourned meeting, shall not be more than ninety (90) days prior to the date of the meeting of Shareholders. Only Shareholders of record on the date fixed shall be so entitled notwithstanding any transfer of shares on the books of the Corporation after any record date fixed as provided in this subsection. The Board of Directors may similarly fix a record date for the determination of Shareholders of record for any other purpose. When a determination of Shareholders of record has been made as provided in this section for purposes of a meeting, the determination shall apply to any adjournment thereof unless the Board fixes a new record date for the adjourned meeting.

B. Determination When A Record Date is Not Fixed. If a record date is not fixed:

(1) The record date for determining Shareholders entitled to notice of or to vote at a meeting of Shareholders shall be at the close of business on the date next preceding the day on which notice is given or, if notice is waived, at the close of business on the day immediately preceding the day on which the meeting Is held.

(2) The record date for determining Shareholders entitled to express consent or dissent to corporate action in writing without a

meeting, when prior action by the Board of Directors is not necessary, shall be the close of business on the day on which the first written consent or dissent is filed with the Secretary of the Corporation.

(3) The record date for determining Shareholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

Section 3.13. Voting lists.

A. General rule. The officer or agent having charge of the transfer books for shares of the Corporation shall make a complete list of the Shareholders entitled to vote at any meeting of Shareholders, arranged in alphabetical order, with the address of and the number of shares held by each. The list shall be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any Shareholder during the whole time of the meeting for the purposes thereof.

B. Effect of list. Failure to comply with the requirements of this section shall not affect the validity of any action taken at a meeting prior to a demand at the meeting by any Shareholder entitled to vote thereat to examine the list. The original share register or transfer book, or a duplicate thereof kept in this Commonwealth, shall be prima facie evidence as to who are the Shareholders entitled to examine the list or share register or transfer book or to vote at any meeting of Shareholders.

Section 3.14. Judges of Election.

A. Appointment. In advance of any meeting of Shareholders of the Corporation, the Board of Directors may appoint judges of election, who need not be Shareholders, to act at the meeting or any adjournment thereof, if judges of election are not so appointed, the presiding officer of the meeting may, and on the request of any Shareholder shall, appoint judges of election at the meeting. The number of judges shall be one or three. A person who is a candidate for office to be filled at the meeting shall not act as a judge.

B. Vacancies. In case any person appointed as a judge fails to appear or fails or refuses to act, the vacancy may be filled by appointment made by the Board of Directors in advance of the convening of the meeting or at the meeting by the presiding officer thereof.

C. Duties. The judges of election shall determine the number of shares outstanding and the voting power of each, the shares represented at the meeting, the existence of a quorum, the authenticity, validity and effect of proxies, receive votes or ballots, hear and determine all challenges and questions

in any way arising In connection with the right to vote, count and tabulate all votes, determine the result and such acts as may be proper to conduct the election or vote with fairness to all shareholders. The judges of election shall perform their duties impartially, in good faith, to the best of their ability and as expeditiously as is practical. If there are three judges of election, the decision, act or certificate of a majority shall be effective in all respects as the decision, act or certificate of all.

D. Report. On request of the presiding officer of the meeting, or of any Shareholder, the judges shall make a report in writing of any challenge or question or matter determined by them, and executes a certificate of any fact found by them. Any report or certificate made by them shall be prima facie evidence of the facts stated therein.

Section 3.15. Consent of Shareholders in Lieu of Meeting.

A. Unanimous Written Consent. Any action required or permitted to be taken at a meeting of the Shareholders or of a class of Shareholders may be taken without a meeting, if prior or subsequent to the action, a consent or consents thereto by all of the Shareholders who would be entitled to vote at a meeting for such purpose shall be filed with the Secretary of the Corporation.

B. Partial Written Consent. Any action required or permitted to be taken at a meeting of the Shareholders or of a class of Shareholders may be taken without a meeting upon the written consent of Shareholders who would have been entitled to cast the minimum number of votes that would be necessary to authorize the action at a meeting at which all Shareholders entitled to vote thereon were present and voting. The consents shall be filed with the Secretary of the Corporation. The action shall not become effective until after at least ten (10) days' written notice of the action has been given to each Shareholder entitled to vote thereon who has not consented thereto.

Section 3.16. Minors as Security Holders. The Corporation may treat a minor who holds shares or obligations of the Corporation as having capacity to receive and to empower others to receive dividends, interest, principal and other payments or distributions, to vote or express consent or dissent and to make elections and exercise rights relating to such shares or obligations unless, in the case of payments or distributions on shares, the corporate officer responsible for maintaining the list of Shareholders or the transfer agent of the Corporation or, in the case of payments or distributions on obligations, the Treasurer or paying officer or agent has received written notice that the holder is a minor.

ARTICLE IV
Board of Directors

Section 4.01. Powers; Personal Liability.

A. General Rule. Unless otherwise provided by statute, all powers vested by law in the Corporation shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed under the direction of, the Board of Directors.

B. Standard of Care: Justifiable Reliance. A Director shall stand in a fiduciary relation to the Corporation and shall perform his or her duties as a Director, including duties as a member of any committee of the Board upon which the Director may serve, in good faith, in a manner the Director reasonably believes to be in the best Interests of the Corporation and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances. In performing his or her duties, a Director shall be entitled to rely in good faith on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by any of the following;

(1) One or more officers or employees of the Corporation whom the Director reasonably believes to be reliable and competent in the matters presented.

(2) Counsel, public accountants or other persons as to matters which the Director reasonably believes to be within the professional or expert competence of such person.

(3) A committee of the Board upon which the Director does not serve, duly designated in accordance with law, as to matters within its designated authority, which committee the Director reasonably believes to merit confidence.

A Director shall not be considered to be acting in good faith if the Director has knowledge concerning the matter in question that would cause his or her reliance to be unwarranted.

C. Consideration of Factors. In discharging the duties of their respective positions, the Board of Directors, committees of the Board and Individual Directors may, in considering the best interests of the Corporation, consider the effects of any action upon employees, upon suppliers and customers of the Corporation and upon communities in which offices or other establishments of the Corporation are located, and all other pertinent factors. The consideration of those factors shall not constitute a violation of subsection B.

D. Presumption. Absent breach of fiduciary duty, lack of good faith or self-dealing, actions taken as a Director or any failure to take any action shall be presumed to be in the best interests of the Corporation.

E. Personal Liability of Directors.

(1) A director shall not be personally liable, as such, for monetary damages for any action taken, or any failure to take any action, unless:

(i) the Director has breached or failed to perform the duties of his or her office under this section; and

(ii) the breach or failure to perform constitutes self-dealing, willful misconduct or recklessness.

(2) The provisions of paragraph (1) shall not apply to the responsibility or liability of a Director pursuant to any criminal statute, or the liability of a Director for the payment of taxes pursuant to Local, State or Federal law.

F. Notation of Dissent. A Director who is present at a meeting of the Board of Directors, or of a committee of the Board at which action on any corporate matter is taken, shall be presumed to have assented to the action taken unless his or her dissent is entered in the minutes of the meeting or unless the Director files a written dissent to the action with the Secretary of the meeting before the adjournment thereof or transmits the dissent in writing to the Secretary of the Corporation immediately after the adjournment of the meeting. The right to dissent shall not apply to a Director who voted in favor of the action. Nothing in this section shall bar a Director from asserting that minutes of the meeting incorrectly omitted his or her dissent if, promptly upon receipt of a copy of such minutes, the Director notifies the Secretary, in writing, of the asserted omission or inaccuracy.

Section 4.02. Qualifications and Selection of Directors.

A. Qualifications. Each Director of the Corporation shall be a natural person of full age who need not be a resident of Pennsylvania or a Shareholder of the Corporation.

B. Election of Directors. Except as otherwise provided in these By-Laws, Directors of the Corporation shall be elected by the Shareholders. In elections for Directors, voting need not be by ballot, except upon demand made by a Shareholder entitled to vote at the election and before the voting begins. The

candidates receiving the highest number of votes from each class or group of classes, if any, entitled to elect Directors separately up to the number of Directors to be elected by the class or group of classes shall be elected. If at any meeting of Shareholders, Directors of more than one class are to be elected, each class of Directors shall be elected in a separate election.

C. Cumulative Voting. Unless the articles provide for straight voting, in each election of Directors every Shareholder entitled to vote shall have the right to multiply the number of votes to which the Shareholder may be entitled by the total number of Directors to be elected in the same election by the holders of the class or classes of shares of which his or her shares are a part and the Shareholder may cast the whole number of his or her votes for one candidate or may distribute them among two or more candidates.

Section 4.03. Number and Term of Office.

A. Number. So long as the number of Shareholders of this Corporation are two or fewer, the Board of Directors shall consist of two persons. At such time as the number of Shareholders is 3 or more, the Board of Directors shall consist of such number of Directors, not less than 3 nor more than 7, as may be determined from time to time by resolution of the Board of Directors.

B. Term of Office. Each Director shall hold office until the expiration of the term for which he or she was elected and until a successor has been selected and qualified or until his or her earlier death, resignation or removal. A decrease in the number of Directors shall not have the effect of shortening the term of any incumbent Director.

C. Resignation. Any Director may resign at any time upon written notice to the Corporation. The resignation shall be effective upon receipt thereof by the Corporation or at such subsequent time as shall be specified in the notice of resignation.

Section 4.04. Vacancies.

A. General Rule. Vacancies in the Board of Directors, including vacancies resulting from an increase in the number of Directors, may be filled by a majority vote of the remaining members of the Board though less than a quorum, or by a sole remaining Director, and each person so selected shall be a Director to serve for the balance of the unexpired term, and until a successor has been selected and qualified or until his or her earlier death, resignation or removal.

B. Action by Resigned Directors. When one or more Directors resign from the Board effective at a future date, the Directors then in office, including those who have so resigned, shall have power by the applicable vote to fill the vacancies, the vote thereon to take effect when the resignations become effective.

Section 4.05. Removal of Directors.

A. Removal by the Shareholders. The entire Board of Directors, or any class of the Board, or any individual Director may be removed from office without assigning any cause by the vote of Shareholders, or of the holders of a class or series of shares, entitled to elect Directors, or the class of Directors. In case the Board or a class of the Board or any one or more Directors are so removed, new Directors may be elected at the same meeting. The Board of Directors may be removed at any time with or without cause by the unanimous vote or consent of Shareholders entitled to vote thereon.

B. Removal by the Board. The Board of Directors may declare vacant the office of a Director who has been judicially declared of unsound mind or who has been convicted of an offense punishable by imprisonment for a term of more than one (1) year or if, within sixty (60) days after notice of his or her election, the Director does not accept the office either in writing or by attending a meeting of the Board of Directors.

C. Removal of Directors by Cumulative Voting. An individual Director shall not be removed (unless the entire Board or class of the Board is removed) if sufficient votes are cast against the resolution for his or her removal which, if cumulatively voted at an annual or the regular election of Directors, would be sufficient to elect one or more Directors to the Board or to the class.

Section 4.06. Place of Meeting. Meetings of the Board of Directors may be held at such place within or without Pennsylvania as the Board of Directors may from time to time appoint or as may be designated in the notice of the meeting.

Section 4.07. Organization of Meetings. At every meeting of the Board of Directors, the President or, in the case of a vacancy in the office or absence of the President, one of the following officers present in the order stated: the Vice Presidents in their order of rank and seniority, or a person chosen by a majority of the Directors present, shall act as Chairman of the meeting. The Secretary or, In the absence of the Secretary, an Assistant Secretary, or, in the absence of the Secretary and the Assistant Secretaries, any person appointed by the Chairman of the meeting, shall act as Secretary.

Section 4.08. Regular Meetings. Regular meetings of the Board of Directors shall be held at such time and place as shall be designated from time to time by resolution of the Board of Directors.

Section 4.09. Special Meetings. Special meetings of the Board of Directors shall be held whenever called by the President or by any Director.

Section 4.10. Quorum of and Action by Directors.

A. General Rule. A majority of the Directors in office of the Corporation shall be necessary to constitute a quorum for the transaction of business and the acts of a majority of the Directors present and voting at a meeting at which a quorum is present shall be the acts of the Board of Directors.

B. Action by Written Consent. Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if, prior or subsequent to the action, a consent or consents thereof by all of the Directors in office is filed with the Secretary of the Corporation.

Section 4.11. Executive and other Committees.

A. Establishment and Powers. The Board of Directors may, by resolution adopted by a majority of the Directors in office, establish one or more committees to consist of one or more Directors of the Corporation. Any committee, to the extent provided in the resolution of the Board of Directors, shall have and may exercise all of the powers and authority of the Board of Directors except that a committee shall not have any power or authority as to the following:

(1) The submission to Shareholders of any action requiring approval of Shareholders under the Business Corporation Law.

(2) The creation or filling of vacancies in the Board of Directors.

(3) The adoption, amendment or repeal of these By-Laws.

(4) The amendment or repeal of any resolution of the Board that by its terms is amendable or repeatable only by the Board.

(5) Action on matters committed by a resolution of the Board of Directors to another committee of the Board.

B. Alternate Committee Members. The Board may designate one or more Directors as alternate members of any committee who may replace any absent or disqualified member at any meeting of the committee or for the purposes of any written action by the committee. In the absence or disqualification of a member and alternate member or members of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not constituting a quorum, may unanimously appoint another Director to act at the meeting in the place of the absent or disqualified member.

C. Term. Each committee of the Board shall serve at the pleasure of the Board.

D. Committee Procedures. The term “Board of Directors” or ‘‘Board’’, when used in any provision of these By-Laws relating to the organization or procedures of or the manner of taking action by the Board of Directors, shall be construed to include and refer to any executive or other committee of the Board.

Section 4.12. Compensation. The Board of Directors shall have the authority to fix the compensation of Directors for their services as Directors and a Director may be a salaried officer of the Corporation.

ARTICLE V
Officers

Section 5.01. Officers Generally.

A. Number, Qualification and Designation. The officers of the Corporation shall be a President, a Secretary, a Treasurer and such other officers, if any, as may be elected or appointed in accordance with the provisions of Section 5.03. Officers may but need not be Directors or Shareholders of the Corporation. The President and Secretary shall be natural persons of full age. The Treasurer may be a corporation, but if a natural person shall be of full age. Any number of offices may be held by the same persons.

B. Resignations. Any officer may resign at any time upon written notice to the Corporation. The resignation shall be effective upon receipt thereof by the Corporation or at such subsequent time as may be specified in the notice of resignation.

C. Bonding. The Corporation may secure the fidelity of any or all of its officers by bond or otherwise.

D. Standard of Care. Except as otherwise provided in the Articles, an officer shall perform his or her duties as an officer in good faith, in a manner he or she reasonably believes to be in the best Interests of the Corporation and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances. A person who so performs his or her duties shall not be liable by reason of having been an officer of the Corporation.

Section 5.02. Election and Term of Office. The officers of the Corporation, except those elected or appointed by delegated authority pursuant to Section 5.03, shall be elected annually by the Board of Directors, and each such officer shall hold office for a term of one (1) year and until a successor has been selected and qualified or until his or her earlier death, resignation or removal.

Section 5.03. Subordinate Officers, Committees and Agents. The Board of Directors may from time to time elect or appoint such other officers and such committees, employees or other agents as the business of the Corporation may require, including one or more Assistant Secretaries, one or more Assistant Treasurers, and a Chief Executive Officer, each of whom shall hold office for such period, have such authority, and perform such duties as are provided in these By-Laws or as the Board of Directors may from time to time determine. The Board of Directors may delegate to any officer or committee the power to elect subordinate officers and to retain or appoint employees or other agents, or committees thereof and to prescribe the authority and duties of such subordinate officers, committees, employees or other agents.

Section 5.04. Removal of Officers and Agents. Any officer or agent of the Corporation may be removed by the Board of Directors with or without cause. The removal shall be without prejudice to the contract rights, if any, of any person so removed. Election or appointment of an officer or agent shall not of itself create contract rights.

Section 5.05. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause, shall be filled by the Board of Directors or by the officer or committee to which the power to fill such office has been delegated pursuant to Section 5.03, as the case may be, and if the office is one for which these By-Laws prescribe a term, shall be filled for the unexpired portion of the term.

Section 5.06. Authority. All officers of the Corporation, as between themselves and the Corporation, shall have such authority and perform such duties in the management of the Corporation as may be provided by or pursuant to resolutions or orders of the Board of Directors or in the absence of controlling provisions in the resolutions or orders of the Board of Directors, as may be determined by or pursuant to these By-Laws.

Section 5.07. The President. The President shall have general supervision over the. business and operations of the Corporation and, unless the Board of Directors shall have appointed another person to serve as Chief Executive Officer of the Corporation, shall be the chief executive officer of the Corporation, subject however, to the control of the Board of Directors. The President shall have

the authority to sign, execute, and acknowledge, in the name of the Corporation, deeds, mortgages, bonds, contracts or other instruments authorized by the Board of Directors, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors, or by these By-Laws, to some other officer or agent of the Corporation; and, in general, shall perform all duties incident to the office of the President and such other duties as from time to time may be assigned by the Board of Directors. The President shall preside at all meetings of the Shareholders and of the Board of Directors.

Section 5.08. Vice-Presidents. Each Vice-President, if any, shall perform such duties as may be assigned to him or her by the Board of Directors or the President. In the absence or disability of the President, the most senior in rank of the Vice-Presidents, if any, shall perform the duties of the President.

Section 5.09. The Secretary. The Secretary shall attend all meetings of the Shareholders and of the Board of Directors and shall record all the votes of the Shareholders and of the Directors and the minutes of the meetings of the Shareholders and of the Board of Directors and of committees of the Board in a book or books to be kept for that purpose; shall see that notices are given and recorded and reports properly kept and filed by the Corporation as required by law; shall be the custodian of the seal of the Corporation and see that it is affixed to all documents to be executed on behalf of the Corporation under its seal; and, in general, shall perform all duties incident to the office of the Secretary, and such other duties as may from time to time be assigned by the Board of Directors or the President.

Section 5.10. Assistant Secretary. The Assistant Secretary, if any, or Assistant Secretaries, if more than one, shall perform the duties of the Secretary in his or her absence and shall perform such other duties as the Board of Directors, the President or the Secretary shall from time to time designate.

Section 5.11. The Treasurer. The Treasurer shall have or provide for the custody of the funds or other property of the Corporation; shall collect and receive or provide for the collection and receipt of moneys earned by or in any manner due to or received by the Corporation; shall deposit all funds in his or her custody as Treasurer in such banks or other places of deposit as the Board of Directors may from time to time designate; shall, whenever so required by the Board of Directors, render an account showing all transactions as Treasurer and the financial condition of the Corporation; and, in general, shall discharge such other duties as may from time to time be assigned by the Board of Directors or the President.

Section 5.12. Assistant Treasurer. The Assistant Treasurer, if any, shall perform the duties of the Treasurer in his or her absence and shall perform such other duties as the Board of Directors, the President or the Treasurer may from time to time designate.

Section 5.13. Chief Executive Officer. The Board of Directors may appoint a Chief Executive Officer to serve as the chief executive officer of the Corporation, who shall be an employee of the Corporation but need not be a Director or Shareholder of the Corporation. The Chief Executive Officer, if any, shall report to the President of the Corporation and shall serve for such period as the Board of Directors may from time to time determine and shall have such authority and perform such duties as are incident to the office of Chief Executive Officer as the Board of Directors may from time to time determine and such other duties as may be from time to time assigned by the President or the Board of Directors. The Chief Executive Officer, if any, shall have the authority to sign, execute and acknowledge, In the name of the Corporation, deeds, mortgages, bonds, contracts or other instruments authorized by the Board of Directors, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors, or by these By-Laws, to some other officer or agent of the Corporation or as otherwise may be expressly limited by the Board of Directors.

Section 5.14. Salaries. The salaries of the officers elected by the Board of Directors shall be fixed from time to time by the Board of Directors or by such officer as may be designated by resolution of the Board. The salaries or other compensation of any other officers, employees and other agents shall be fixed from time to time by the officer or committee to which the power to elect such officer or to retain or appoint such employees or other agents has been delegated pursuant to Section 5.03. No officer shall be prevented from receiving such salary or their compensation by reason of the fact that the officer is also a Director of the Corporation.

ARTICLE VI
Certificates of Stock, Transfer, Etc.

Section 6.01. Share Certificates. Certificates for shares of the Corporation shall be in such form as approved by the Board of Directors, and shall state that the Corporation is Incorporated under the laws of Pennsylvania, the name of the person to whom issued, and the number and class of shares and the designation of the series (if any) that the certificate represents. The share register or transfer books and blank share certificates shall be kept by the Secretary or by any transfer agent or registrar designated by the Board of Directors for that purpose.

Section 6.02. Issuance. The share certificates of the Corporation shall be numbered and registered in the share register or transfer books of the Corporation as they are issued. They shall be signed by the President or a Vice President and by the Secretary or an Assistant Secretary or the Treasurer or an Assistant Treasurer, and shall bear the corporate seal, which may be a facsimile, engraved or printed; but where such certificate is signed by a transfer agent or a registrar the signature of any corporate officer upon such certificate may be a facsimile, engraved or printed. In case any officer who has signed, or whose facsimile signature has been placed upon, any share certificate shall have ceased to be such officer because of death, resignation or otherwise, before the certificate is issued, it may be issued with the same effect as if the officer had not ceased to be such at the date of its Issue. The provisions of this Section 6.02 shall be subject to any Inconsistent or contrary agreement at the time between the Corporation and any transfer agent or registrar.

Section 6.03. Transfer. Transfers of shares shall be made on the share register or transfer books of the Corporation upon surrender of the certificate therefor, endorsed by the persons named in the certificate or by an attorney lawfully constituted in writing. No transfer shall be made inconsistent with the provisions of the Uniform Commercial Code, 13 Pa. C.S. §§ 8101 et seq., and its amendments and supplements.

Section 6.04. Record Holder of Shares. The Corporation shall be entitled to treat the person in whose name any share or shares of the Corporation stand on the books of the Corporation as the absolute owner thereof, and shall not be bound to recognize any equitable or other claim to, or interest in, such share or shares on the part of any other person.

Section 6.05. Lost. Destroyed or Mutilated Certificates. The holder of any shares of the Corporation shall immediately notify the Corporation of any loss, destruction or mutilation of the certificate therefor, and the Board of Directors may, in its discretion, cause a new certificate or certificates to be issued to such holder, in case of mutilation of the certificate, upon the surrender of the mutilated certificate or, in case of loss or destruction of the certificate, upon satisfactory proof of such loss or destruction and, if the Board of Directors shall so determine, the deposit of a bond in such form and in such sum, and with such surety or sureties, as it may direct.

ARTICLE VII
Indemnification of Directors, Officers and Other Authorized Representatives

Section 7.01. Scope of Indemnification.

A. General Rule. The Corporation shall indemnify an indemnified representative against any liability incurred in connection with any proceeding in which the indemnified representative may be involved as a party or otherwise by reason of the fact that such person is or was serving in an indemnified capacity, including, without limitation, liabilities resulting from any actual or alleged breach or neglect of duty, error, misstatement or misleading statement, negligence, gross negligence or act giving rise to strict or products liability, except:

(1) where such indemnification is expressly prohibited by applicable law;

(2) where the conduct of the Indemnified representative has been finally determined:

(i) to constitute willful misconduct or recklessness within the meaning of 16 Pa. C.S. § 513(b) or § 1746(b) or 42 Pa. C. S. § 8365(b) or any superseding provision of law sufficient in the circumstances to bar indemnification against liabilities arising from the conduct; or

(ii) to be based upon or attributable to the receipt by the indemnified representative from the Corporation of a personal benefit to which the indemnified representative is not legally entitled; or

(3) to the extent such indemnification has been finally determined in a final adjudication to be otherwise unlawful.

B. Partial Payment. If an indemnified representative is entitled to indemnification in respect of a portion, but not all, of any liabilities to which such person may be subject, the Corporation shall indemnify such indemnified representative to the maximum extent for such portion of the liabilities.

C. Presumption. The termination of a proceeding by judgment, order, settlement or conviction or upon a plea of nolo contendere or its equivalent shall not of itself create a presumption that the indemnified representative is not entitled to indemnification.

D. Definitions. For purposes of this Article:

(1) “Indemnified Capacity” means any and all past, present and future service by an indemnified representative in one or more capacities as a director, officer, employee or agent of the Corporation, or, at the request of the Corporation, as a director, officer, employee, agent, fiduciary or trustee of another corporation, partnership, joint venture, trust, employee benefit plan or other entity or enterprise;

(2) “Indemnified Representative” means any and all directors and officers of the Corporation and any other person designated as an indemnified representative by the Board of Directors of the Corporation (which may, but need not, include any person serving at the request of the Corporation, as a director, officer, employee, agent, fiduciary or trustee of another corporation, partnership, joint venture, trust, employee benefit plan or other entity or enterprise);

(3) “Liability” means any damage, judgment, amount paid in settlement, fine, penalty, punitive damages, excise tax assessed with respect to an employee benefit plan or cost or expense, of any nature (including, without limitation, attorneys’ fees and disbursements); and

(4) “Proceeding” means any threatened, pending or completed action, suit, appeal or other proceeding of any nature, whether civil, criminal, administrative or investigative, whether formal or informal, and whether brought by or in the right of the Corporation, a class of its security holders or otherwise.

Section 7.02. Proceedings Initiated by Indemnified Representatives. Notwithstanding any other provision of this Article, the Corporation shall not indemnify under this Article an indemnified representative for any liability incurred in a proceeding initiated (which shall not be deemed to include counter-claims or affirmative defenses) or participated in as an intervenor or amicus curiae by the person seeking Indemnification unless such initiation of or participation in the proceeding is authorized, either before or after its commencement, by the affirmative vote of a majority of the Directors in office. This section does not apply to reimbursement of expenses incurred in successfully prosecuting or defending the rights of an indemnified representative granted by or pursuant to this Article.

Section 7.03. Advancing Expenses. The Corporation shall pay the expenses (including attorneys’ fees and disbursements) incurred in good faith by an indemnified representative in advance of the final disposition of a proceeding

described in Section 7.01 or the initiation of or participation in which is authorized pursuant to Section 7.02 upon receipt of an undertaking by or on behalf of the indemnified representative to repay the amount if it is ultimately determined that such person is not entitled to be indemnified by the Corporation pursuant to this Article. The financial ability of an Indemnified representative to repay an advance shall not be a prerequisite to the making of such advance.

Section 7.04. Securing of Indemnification Obligations. To further effect, satisfy or secure the Indemnification obligations provided herein or otherwise, the Corporation may maintain insurance, obtain a letter of credit, act as self-insurer, create a reserve, trust, escrow, cash collateral or other fund or account, enter Into Indemnification agreements, pledge or grant a security Interest in any assets or properties of the Corporation, or use any other mechanism or arrangement whatsoever in such amounts, at such costs, and upon such other terms and conditions as the Board of Directors shall deem appropriate. Absent fraud, the determination of the Board of Directors with respect to such amounts, costs, terms and conditions shall be conclusive against all security holders, officers and directors and shall not be subject to voidability.

Section 7.05. Payment of Indemnification. An Indemnified representative shall be entitled to indemnification within thirty (30) days after a written request for indemnification has been delivered to the Secretary of the Corporation.

Section 7.06. Enforcement of Right to Indemnification.

A. Burden of Proof. The party or parties challenging the right of an indemnified representative to the benefits of this Article shall have the burden of proof.

B. Expenses. The Corporation shall reimburse an indemnified representative for the expenses (including attorneys' fees and disbursements) incurred in successfully prosecuting or defending any action relating to the right to indemnification, contribution or advancement of expenses as provided under this Article.

Section 7.07. Contribution. If the indemnification provided for in this Article or otherwise is unavailable for any reason In respect of any liability or portion thereof, the Corporation shall contribute to the liabilities to which the Indemnified representative may be subject In such proportion as is appropriate to reflect the Intent of this Article or otherwise.

Section 7.08. Mandatory Indemnification of Directors, Officers, etc. To the extent that an authorized representative of the Corporation has been

successful on the merits or otherwise in defense of any action or proceeding referred to in 15 Pa.C.S. §§ 1741 or 1742 or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees and disbursements) actually and reasonably incurred by such person in connection therewith.

Section 7.09. Contract Rights, Amendment or Repeal. All rights under this Article shall be deemed a contract between the Corporation and the indemnified representative pursuant to which the Corporation and each indemnified representative intend to be legally bound. Any repeal, amendment or modification hereof shall be prospective only and shall not affect any rights or obligations then existing.

Section 7.10. Scope of Article. The rights granted by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification, contribution or advancement of expenses may be entitled under any statute, agreement, vote of shareholders or disinterested directors or otherwise both as to action in an indemnified capacity and as to action in any other capacity. The indemnification, contribution and advancement of expenses provided by or granted pursuant to this Article shall continue as to a person who has ceased to be an indemnified representative in respect to matters arising prior to such time, and shall inure to the benefit of the heirs, executors, administrators and personal representatives of such a person.

Section 7.11. Reliance on Provisions. Each person who shall act as an indemnified representative of the Corporation shall be deemed to be doing so in reliance upon the rights provided by this Article.

Section 7.12. Interpretation. The provisions of this Article are intended to constitute By-Laws authorized by 15 Pa. C.S. §§ 513 and 1746 and 42 Pa. C.S. § 8365.

ARTICLE VIII
Miscellaneous

Section 8.01. Corporate Seal. The Corporation shall have a corporate seal in the form of a circle containing the name of the Corporation, the year of incorporation and such other details as may be approved by the Board of Directors. A facsimile seal may in all events be used in lieu of the corporate seal.

Section 8.02. Checks. All checks, notes, bills of exchange or other orders in writing shall be signed by such person or persons as the Board of Directors or any person authorized by resolution of the Board of Directors may from time to time designate.

Section 8.03. Contracts.

A. General Rule. Except as otherwise provided by these By-Laws or in the Business Corporation Law in the case of transactions that require action by the Shareholders, the Board of Directors may authorize any officer or agent to enter into any contract or to execute or deliver any instrument on behalf of the Corporation, and such authority may be general or confined to specific instances.

B. Statutory Form of Execution of Instruments. Any note, mortgage, evidence of Indebtedness, contract or other document, or any assignment or endorsement thereof, executed or entered into between the Corporation and any other persons, when signed by one or more officers or agents having actual or apparent authority to sign it, or by the President or Vice President and Secretary or Assistant Secretary or Treasurer or Assistant Treasurer of the Corporation, shall be held to have been properly executed for and in behalf of the Corporation, without prejudice to the rights of the Corporation against any person who shall have executed the instrument in excess of his or her actual authority.

Section 8.04. Interested Directors or Officers: Quorum.

A. General Rule. A contract or transaction between the Corporation and one or more of Its Directors or officers or between the Corporation and another corporation, partnership, joint venture, trust or other enterprise in which one or more of its Directors or officers are directors or officers or have a financial or other interest, shall not be void or voidable solely for that reason, or solely because the Director or officer is present at or participates in the meeting of the Board of Directors that authorizes the contract or transaction, or solely because his, her or their votes are counted for that purpose, if:

(1) the material facts as to the relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors and the Board authorizes the contract or transaction by the affirmative votes of a majority of the disinterested Directors even though the disinterested Directors are less than a quorum;

(2) the material facts as to his or her relationship or interest and as to the contract or transaction are disclosed or are known to the Shareholders entitled to vote thereon and the contract or transaction is specifically approved in good faith by vote of those Shareholders; or

(3) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified by the Board of Directors or the Shareholders.

B. Quorum. Common or interested Directors may be counted in determining the presence of a quorum at a meeting of the Board which authorizes a contract or transaction specified in subsection A.

Section 8.05. Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation In such banks, trust companies or other depositaries as the Board of Directors may approve or designate, and all such funds shall be withdrawn only upon checks signed by such one or more officers or employees of the Board of Directors shall from time to time determine.

Section 8.06. Corporate Records.

A. Required Records. The Corporation shall keep complete and accurate books and records of account, minutes of the proceedings of the incorporators, Shareholders and Directors and a share register giving the names and addresses of all Shareholders and the number and class of shares held by each. The share register shall be kept at either the registered office of the Corporation in Pennsylvania or at its principal place of business wherever situated or at the office of its registrar or transfer agent. Any books, minutes or other records may be in written form or any other form capable of being converted into written form within a reasonable time.

B. Right of Inspection. Every Shareholder shall, upon written verified demand stating the purpose thereof, have a right to examine, in person or by agent or attorney, during the usual hours for business for any proper purpose, the share register, books and records of account, and records of the proceedings of the incorporators, Shareholders and Directors and to make copies or extract therefrom. A proper purpose shall mean a. purpose reasonably related to the interest of the person as a Shareholder. In every instance where an attorney or other agent is the person who seeks the right of inspection, the demand shall be accompanied by a verified power of attorney or other writing that authorizes the attorney or other agent to so act on behalf of the Shareholder. The demand shall be directed to the Corporation at its registered office in Pennsylvania or at its principal place of business wherever situated.

Section 8.07. Financial Reports. Unless otherwise agreed between the Corporation and a Shareholder, the Corporation shall furnish to its Shareholders annual financial statements, including at least a balance sheet as of the end of each fiscal year and a statement of income and expenses for the fiscal year. The financial statements shall be prepared on the basis of generally accepted accounting principles, if the Corporation prepares financial statements for the fiscal year on that basis for any purpose, and may be consolidated statements of the Corporation and one or more of its subsidiaries. The financial statements shall be

mailed by the Corporation to each of its Shareholders entitled thereto within 120 days after the close of each fiscal year and, after the mailing and upon written request, shall be mailed by the Corporation to any Shareholder or beneficial owner entitled thereto to whom a copy of the most recent annual financial statements has not previously been mailed. Statements that are audited or reviewed by a public accountant shall be accompanied by the report of accountant; in other cases, each copy shall be accompanied by a statement of the person in charge of the financial records of the Corporation:

(1) Stating his reasonable belief as to whether or not the financial statements were prepared in accordance with generally accepted accounting principles and, if not, describing the basis of presentation.

(2) Describing any material respects in which the financial statements were not prepared on a basis consistent with those prepared for the previous year.

Section 8.08. Amendment of By-Laws. These By-Laws may be amended or repealed, or new By-Laws may be adopted, either (i) by vote of the Shareholders at any duly organized annual or special meeting of Shareholders, or (ii) with respect to those matters that are not by statute committed expressly to the Shareholders and regardless of whether the Shareholders have previously adopted or approved the By-Law being amended or repealed, by vote of a majority of the Board of Directors of the Corporation in office at any regular or special meeting of Directors. Any change in these By-Laws shall take effect when adopted unless otherwise provided in the resolution effecting the change. See Section 2.03,B (relating to notice of action by Shareholders on By-Laws).

2046878

Office of the Secretary of State/Corporations Division Form

For Profit Articles of Incorporation CF

We, the undersigned incorporators, hereby associate ourselves together to form and establish a corporation FOR profit under the laws of the State of Kansas.

Article One: Name of the corporation
WICHITA TREATMENT CENTER INC.

001001 10 5448 02-08-93
NEW CORPORATION
51 1 75.00
10 TRANS. TOTAL 1 75.00
DO NOT WRITE IN THIS SPACE

Article Two: Address of registered office in Kansas 400 Bank IV Tower
(Street Address or Rural Route)

Topeka (City) Shawnee (County) KS 66601 (Zip Code)

Name of resident agent at above address David H. Fisher, Esq.

Article Three: Nature of corporation business or purposes to be conducted or promoted is

To engage in any lawful act or activity for which corporations may transact under the Kansas General Corporation Law.

Article Four: Total number of shares that this corporation shall be authorized to issue

_____	shares of	_____	stock, class	_____	par value of _____ dollars each
_____	shares of	_____	stock, class	_____	par value of _____ dollars each
1,000	shares of	Common	stock, class	_____	without nominal or par value
_____	shares of	_____	stock, class	_____	without nominal or par value

If applicable, state any designations, powers, preferences, rights, qualifications, limitations or restrictions applicable to any class of stock or any special grant of authority to be given to the board of directors n/a

'93 FEB 8 AM 8:15
SECRETARY OF STATE
STATE OF KANSAS

Article Five: Name and mailing address of each incorporator is

Carol K. Dolor, 1013 Centre Road, Wilmington, DE 19805

2046878

mw

Article Six: Name and mailing address of each person who is to serve as a director until the first annual meeting of the stockholders or until a successor is elected and qualified is

Patricia Lewin, 519 Suwanee Circle, Tampa, FL 33606-3830

1 1 3 0 0 2 8 2

Article Seven: Is this corporation to exist perpetually? Yes XX No ___
If *no*, the term for which this corporation is to exist is _____
•Tax closing date, if known _____

In testimony whereof, we have hereunto subscribed our names this 5 day of February, A.D. 19 93.
(Signatures must correspond exactly to the names of the incorporators listed in Article Five.)

Carol K. Dolor

Carol K. Dolor

State of DELAWARE }
County of NEW CASTLE } ss.

Before me, a notary public in and for said county and state, personally appeared

Carol K. Dolor

Carol K. Dolor

who are known to me to be the same persons who executed the foregoing Articles of Incorporation and duly acknowledged the execution of the same. In witness whereof, I have hereunto subscribed my name and affixed my official seal, this fifth day of February, A.D. 19 93.

(Seal)

Janet B Womack
(Notary Public)

My appointment or commission expires August 5, 19 96.

Submit document in duplicate with $75 filing fee to:
Corporations Division
Office of the Secretary of State
2nd Floor, State Capitol, Topeka, KS 66612-1594
(913) 296-4564

Rev. 6/91 cs

Exhibit 3.263

BY-LAWS

OF

WICHITA TREATMENT CENTER, INC.

ARTICLE I - OFFICES

The office of the Corporation shall be located in the City and State designated in the Articles of Incorporation. The Corporation may also maintain offices at such other places within or without the United States as the Board of Directors may, from time to time, determine.

ARTICLE II - MEETING OF SHAREHOLDERS

Section 1 - Annual Meetings:

The annual meeting of the shareholders of the Corporation shall be held within five months after the close of the fiscal year of the Corporation, for the purpose of electing directors, and transacting such other business as may properly come before the meeting.

Section 2- Special Meetings:

Special meetings of the shareholders may be called at any time by the Board of Directors or by the President, and shall be called by the President or the Secretary at the written request of the holders of ten per cent (10%) of the shares then outstanding and entitled to vote thereat, or as otherwise required under the provisions of the Law of the State of Kansas (“Corporation Law”).

Section 3 - Place of Meetings:

All meetings of shareholders shall be held at the principal office of the Corporation, or at such other places as shall be designated in the notices or waivers of notice of such meetings.

Section 4 - Notice of Meetings:

(a) Written notice of each meeting of shareholders, whether annual or special, stating the time when and place where it is to be held, shall be served either personally or by mail, not less than ten or more than fifty days before the meeting, upon each shareholder of record entitled to vote at such meeting, and to any other shareholder to whom the giving of notice may be required by law. Notice of a special meeting shall also state the purpose or purposes for which the meeting is called, and shall indicate that it is being issued by, or at the direction of, the person or persons calling the meeting. If, at any meeting, action is proposed to be taken that would, if taken, entitle shareholders to receive payment for their shares pursuant to the Business Corporation Act, the notice of such meeting shall include a statement of that purpose and to that effect. If mailed, such notice shall be directed to each such shareholder at his address, as it appears on the records of the shareholders of the Corporation, unless he shall have previously filed with the Secretary of the Corporation a written request that notices intended for him be mailed to some other address, in which case, it shall be mailed to the address designated in such request.

(b) Notice of any meeting need not be given to any person who may become a shareholder of record after the mailing of such notice and prior to the meeting, or to any shareholder who attends such meeting, in person or by proxy, or to any shareholder who, in person or by proxy, submits a signed waiver of notice either before or after such meeting. Notice of any adjourned meeting of shareholders need not be given, unless otherwise required by statute.

Section 5 - Quorum:

(a) Except as otherwise provided herein, or by statute, or in the Articles of Incorporation (such Articles and any amendments thereof being hereinafter collectively referred to as the “Articles of Incorporation”), at all meetings of shareholders of the Corporation, the presence at the commencement of such meetings in person or by proxy of shareholders holding of record a majority of the total number of shares of the Corporation then issued and outstanding and entitled to vote, shall be necessary and sufficient to constitute a quorum for the transaction of any business. The withdrawal of any shareholder after the commencement of a meeting shall have no effect on the existence of a quorum, after a quorum has been established at such meeting.

(b) Despite the absence of a quorum at any annual or special meeting of shareholders, the shareholders, by a majority of the votes cast by the holders of shares entitled to vote thereon, may adjourn the meeting. At any such adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting as originally called if a quorum had been present.

Section 6 - Voting:

(a) Except as otherwise provided by statute or by the Articles of Incorporation, any corporate action, other than the election of directors to be taken by vote of the shareholders, shall be authorized by a majority of votes cast at a meeting of shareholders by the holders of shares entitled to vote thereon.

(b) Except as otherwise provided by statute or by the Articles of Incorporation, at each meeting of shareholders, each holder of record of shares of the Corporation entitled to vote thereat, shall be entitled to one vote for each share registered in his name on the books of the Corporation.

(c) Each shareholder entitled to vote or to express consent or dissent without a meeting, may do so by proxy; provided, however, that the instrument authorizing such proxy to act shall have been executed in writing by the shareholder himself, or by his attorney-in- fact thereunto duly authorized in writing. No proxy shall be valid after the expiration of eleven months from the date of its execution, unless the persons executing it shall have specified therein the length of time it is to continue in force. Such instrument shall be exhibited to the Secretary at the meeting and shall be filed with the records of the Corporation.

(d) Any resolution in writing, signed by all of the shareholders entitled to vote thereon, shall be and constitute action by such shareholders to the effect therein expressed, with the same force and effect as if the same had been duly passed by unanimous vote at a duly called meeting of shareholders and such resolution so signed shall be inserted in the Minute Book of the Corporation under its proper date.

ARTICLE III - BOARD OF DIRECTORS

Section 1 - Number, Election and Term of Office:

(a) The number of the directors of the Corporation shall be ( ), unless and until otherwise determined by vote of a majority of the entire Board of Directors. The number of Directors shall not be less than three, unless all of the outstanding shares are owned beneficially and of record by less than three shareholders, in which event the number of directors shall not be less than the number of shareholders.

(b) Except as may otherwise be provided herein or in the Articles of Incorporation, the members of the Board of Directors of the Corporation, who need not be shareholders, shall be elected by a majority of the votes cast at a meeting of shareholders, by the holders of shares entitled to vote in the election.

(c) Each director shall hold office until the annual meeting of the shareholders next succeeding his election, and until his successor is elected and qualified, or until his prior death, resignation or removal.

Section 2 - Duties and Powers:

The Board of Directors shall be responsible for the control and management of the affairs, property and interests of the Corporation, and may exercise all powers of the Corporation, except as are in the Articles of Incorporation or by statute expressly conferred upon or reserved to the shareholders.

Section 3 - Annual and Regular Meetings; Notice:

(a) A regular annual meeting of the Board of Directors shall be held immediately following the annual meeting of the shareholders at the place of such annual meeting of shareholders.

(b) The Board of Directors, from time to time, may provide by resolution for the holding of other regular meetings of the Board of Directors, and may fix the time and place thereof.

(c) Notice of any regular meeting of the Board of Directors shall not be required to be given and, if given, need not specify the purpose of the meeting; provided, however, that in case the Board of Directors shall fix or change the time or place of any regular meeting, notice of such action shall be given to each director who shall not have been present at the meeting at which such action was taken within the time limited, and in the

manner set forth in paragraph (b) of Section 4 of this Article III, with respect to special meetings, unless such notice shall be waived in the manner set forth in paragraph (c) of such Section 4.

Section 4 - Special Meetings; Notice:

(a) Special meetings of the Board of Directors shall be held whenever called by the President or by one of the directors, at such time and place as may be specified in the respective notices or waivers of notice thereof.

(b) Notice of special meetings shall be mailed directly to each director, addressed to him at his residence or usual place of business, at least two (2) days before the day on which the meeting is to be held, or shall be sent to him at such place by telegram, radio or cable, or shall be delivered to him personally or given to him orally, not later than the day before the day on which the meeting is to be held. A notice, or waiver of notice, except as required by Section 8 of this Article III, need not specify the purpose of the meeting.

(c) Notice of any special meeting shall not be required to be given to any director who shall attend such meeting without protesting prior thereto or at its commencement, the lack of notice to him, or who submits a signed waiver of notice, whether before or after the meeting. Notice of any adjourned meeting shall not be required to be given.

Section 5 - Chairman:

At all meetings of the Board of Directors the Chairman of the Board, if any and if present, shall preside. If there shall be no Chairman, or he shall be absent, then the President shall preside, and in his absence, a Chairman chosen by the Directors shall preside.

Section 6 - Quorum and Adjournments:

(a) At all meetings of the Board of Directors, the presence of a majority of the entire Board shall be necessary and sufficient to constitute a quorum for the transaction of business, except as otherwise provided by law, by the Articles of Incorporation, or by these By-Laws.

(b) A majority of the directors present at the time and place of any regular or special meeting, although less than a quorum, may adjourn the same from time to time without notice, until a quorum shall be present.

Section 7 - Manner of Acting:

(a) At all meetings of the Board of Directors, each director present shall have one vote, irrespective of the number of shares of stock, if any, which he may hold.

(b) Except as otherwise provided by statute, by the Articles of Incorporation, or these By-Laws, the action of a majority of the directors present at any meeting at which a quorum is present shall be the act of the Board of Directors. Any action authorized in writing, by all of the directors entitled to vote thereon and filed with the minutes of the Corporation shall be the act of the Board of Directors with the same force and effect as if the same had been passed by unanimous vote at a duly called meeting of the Board.

Section 8 - Vacancies:

Any vacancy in the Board of Directors occurring by reason of an increase in the number of directors, or by reason of the death, resignation, disqualification, removal (unless a vacancy created by the removal of a director by the shareholders shall be filled by the shareholders at the meeting at which the removal was effected) or inability to act of any director, or otherwise, shall be filled for the unexpired portion of the term by a majority vote of the remaining directors, though less than a quorum, at any regular meeting or special meeting of the Board of Directors called for that purpose.

Section 9 - Resignation:

Any director may resign at any time by giving written notice to the Board of Directors, the President or the Secretary of the Corporation. Unless otherwise specified in such written notice, such resignation shall take effect upon receipt thereof by the Board of Directors or such officer, and the acceptance of such resignation shall not be necessary to make it effective.

Section 10 - Removal:

Any director may be removed with or without cause at any time by the shareholders, at a special meeting of the shareholders called for that purpose, and may be removed for cause by action of the Board.

Section 11 - Salary:

No stated salary shall be paid to directors, as such, for their services, but by resolution of the Board of Directors a fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board; provided, however, that nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity and receiving compensation therefor.

Section 12 - Contracts:

(a) No contract or other transaction between this Corporation and any other Corporation shall be impaired, affected or invalidated nor shall any director be liable in any way by reason of the fact that any one or more of the directors of this Corporation is or are interested in, or is a director or officer, or are directors or officers of such other Corporation, provided that such facts are disclosed or made known to the Board of Directors.

(b) Any director, personally and individually, may be a party to or may be interested in any contract or transaction of this Corporation, and no director shall be liable in any way by reason of such interest, provided that the fact of such interest be disclosed or made known to the Board of Directors, and provided that the Board of Directors shall authorize, approve or ratify such contract or transaction by the vote (not counting the vote of any such director) of a majority of a quorum, notwithstanding the presence of any such director at the meeting at which such action is taken. Such director or directors may be counted in determining the presence of a quorum at such meeting. This Section shall not be construed to impair or invalidate or in any way affect any contract or other transaction which would otherwise be valid under the law (common, statutory or otherwise) applicable thereto.

Section 13 - Committees:

The Board of Directors, by resolution adopted by a majority of the entire Board, may from time to time designate from among its members an executive committee and such other committees, and alternate members thereof, as they deem desirable, each consisting of three or more members, with such powers and authority (to the extent permitted by law) as may be provided in such resolution. Each such committee shall serve at the pleasure of the Board.

ARTICLE IV - OFFICERS

Section 1 - Number, Qualifications, Election and Term of Office:

(a) The officers of the Corporation shall consist of a President, a Secretary, a Treasurer, and such other officers, including a Chairman of the Board of Directors, and one or more Vice Presidents, as the Board of Directors may from time to time deem advisable. Any officer other than the Chairman of the Board of Directors may be, but is not required to be, a director of the Corporation. Any two or more offices may be held by the same person, except the offices of President and Secretary.

(b) The officers of the Corporation shall be elected by the Board of Directors at the regular annual meeting of the Board following the annual meeting of shareholders.

(c) Each officer shall hold office until the annual meeting of the Board of Directors next succeeding his election, and until his successor shall have been elected and qualified, or until his death, resignation or removal.

Section 2 - Resignation:

Any officer may resign at any time by giving written notice of such resignation to the Board of Directors, or to the President or the Secretary of the Corporation. Unless otherwise specified in such written notice, such resignation shall take effect upon receipt thereof by the Board of Directors or by such officer, and the acceptance of such resignation shall not be necessary to make it effective.

Section 3 - Removal:

Any officer may be removed, either with or without cause, and a successor elected by the Board at any time.

Section 4 - Vacancies:

A vacancy in any office by reason of death, resignation, inability to act, disqualification, or any other cause, may at any time be filled for the unexpired portion of the term by the Board of Directors.

Section 5 - Duties of Officers:

Officers of the Corporation shall, unless otherwise provided by the Board of Directors, each have such powers and duties as generally pertain to their respective offices as well as such powers and duties as may be set forth in these By-laws, or may from time to time be specifically conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Corporation.

Section 6 - Sureties and Bonds:

In case the Board of Directors shall so require, any officer, employee or agent of the Corporation shall execute to the Corporation a bond in such sum, and with such surety or sureties as the Board of Directors may direct, conditioned upon the faithful performance of his duties to the Corporation, including responsibility for negligence and for the accounting for all property, funds or securities of the Corporation which may come into his hands.

Section 7 - Shares of Other Corporations:

Whenever the Corporation is the holder of shares of any other corporation, any right or power of the Corporation as such shareholder (including the attendance, acting and voting at shareholders' meetings and execution of waivers, consents, proxies or other instruments) may be exercised on behalf of the Corporation by the President, any Vice President, or such other person as the Board of Directors may authorize.

ARTICLE V - SHARES OF STOCK

Section 1 - Certificate of Stock:

(a) The certificates representing shares of the Corporation shall be in such form as shall be adopted by the Board of Directors, and shall be numbered and registered in the order issued. They shall bear the holder's name and the number of shares, and shall be signed by (i) the Chairman of the Board or the President or a Vice President, and (ii) the Secretary or any Assistant Secretary, and may bear the corporate seal.

(b) No certificate representing shares shall be issued until the full amount of consideration therefor has been paid, except as otherwise permitted by law.

(c) The Board of Directors may authorize the issuance of certificates for fractions of a share which shall entitle the holder to exercise voting rights, receive dividends and participate in liquidating distributions, in proportion to the fractional holdings; or it may authorize the payment in cash of the fair value of fractions of a share as of the time when those entitled to receive such fractions are determined; or it may authorize the issuance, subject to such conditions as may be permitted by law, of scrip in registered or bearer form over the signature of an officer or agent of the Corporation, exchangeable as therein provided for full shares, but such scrip shall not entitle the holder to any rights of a shareholder, except as therein provided.

Section 2 - Lost or Destroyed Certificates:

The holder of any certificate representing shares of the Corporation shall immediately notify the Corporation of any loss or destruction of the certificate representing the same. The Corporation may issue a new certificate in the place of any certificate theretofore issued by it, alleged to have been lost or destroyed. On production of such evidence of loss or destruction as the Board of Directors in its discretion may require, the Board of Directors may, in its discretion, require the owner of the lost or destroyed certificate, or his legal representatives, to give the Corporation a bond in such sum as the Board may direct, and with such surety or sureties as may be satisfactory to the Board, to indemnify the Corporation against any claims, loss, liability or damage it may suffer on account of the issuance of the new certificate. A new certificate may be issued without requiring any such evidence or bond when, in the judgment of the Board of Directors, it is proper so to do.

Section 3 - Transfers of Shares:

(a) Transfers of shares of the Corporation shall be made on the share records of the Corporation only by the holder of record thereof, in person or by his duly authorized attorney, upon surrender for cancellation of the certificate or certificates representing such shares, with an assignment or power of transfer endorsed thereon or delivered therewith, duly executed, with such proof of the authenticity of the signature and of authority to transfer and of payment of transfer taxes as the Corporation or its agents may require.

(b) The Corporation shall be entitled to treat the holder of record of any share or shares as the absolute owner thereof for all purposes and, accordingly, shall not be bound to recognize any legal, equitable or other claim to, or interest in, such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise expressly provided by law.

Section 4 - Record Date:

In lieu of closing the share records of the Corporation, the Board of Directors may fix, in advance, a date not exceeding fifty days, nor less than ten days, as the record date for the determination of shareholders entitled to receive notice of, or to vote at, any meeting of shareholders, or to consent to any proposal without a meeting, or for the purpose of determining shareholders entitled to receive payment of any dividends, or allotment of any rights, or for the purpose of any other action. If no record date is fixed, the record date for the determination of shareholders entitled to notice of or to vote at a meeting of shareholders shall be at the close of business on the day next preceding the day on which notice is given, or, if no notice is given, the day on which the meeting is held; the record date for determining shareholders for any other purpose shall be at the close of business on the day on which the resolution of the directors relating thereto is adopted. When a determination of shareholders of record entitled to notice of or to vote at any meeting of shareholders has been made as provided for herein, such determination shall apply to any adjournment thereof, unless the directors fix a new record date for the adjourned meeting.

ARTICLE VI - DIVIDENDS

Subject to applicable law, dividends may be declared and paid out of any funds available therefor, as often, in such amounts, and at such time or times as the Board of Directors may determine.

ARTICLE VII - FISCAL YEAR

The fiscal year of the Corporation shall be fixed by the Board of Directors from time to time, subject to applicable law.

ARTICLE VIII - CORPORATE SEAL

The corporate seal, if any, shall be in such form as shall be approved from time to time by the Board of Directors.

ARTICLE IX - AMENDMENTS

Section 1 - By Shareholders:

All by-laws of the Corporation shall be subject to alteration or repeal, and new by-laws may be made, by a majority vote of the shareholders at the time entitled to vote in the election of directors.

Section 2 - By Directors:

The Board of Directors shall have power to make, adopt, alter, amend and repeal, from time to time, by-laws of the Corporation; provided, however, that the shareholders entitled to vote with respect thereto as in this Article IX above-provided may alter, amend or repeal by-laws made by the Board of Directors, except that the Board of Directors shall have no power to change the quorum for meetings of shareholders or of the Board of Directors, or to change any provisions of the by-laws with respect to the removal of directors or the filling of vacancies in the Board resulting from the removal by the shareholders. If any by-law regulating an impending election of directors is adopted, amended or repealed by the Board of Directors, there shall be set forth in the notice of the next meeting of shareholders for the election of directors, the by-law so adopted, amended or repealed, together with a concise statement of the changes made.

The undersigned Secretary certifies the foregoing by-laws have been adopted as the first by-laws of the Corporation, in accordance with the requirements of the Corporation Law.

Date: February 8, 1993

/s/ Patricia A. Lewin
Patricia A. Lewin
Corporate Secretary

State of West Virginia

Certificate

I, Natalie E. Tennant, Secretary of State of the State of West Virginia, hereby certify that

WILLIAMSON TREATMENT CENTER, INC.
(A West Virginia Corporation)

filed Articles of Conversion in my office as required by the provisions of the West Virginia Code and was found to conform to law.

Therefore, I issue this

CERTIFICATE OF CONVERSION

Converting the corporation to:

WILLIAMSON TREATMENT CENTER, LLC
(A West Virginia Limited Liability Company)

Given under my hand and the Great Seal of the State of West Virginia on

September 30, 2009

Natalie E Tennant

Secretary of State

Natalie E. Tennant
Secretary of State
State Capitol Bldg.
1900 Kanawha Blvd. East
Charleston, WV 25305

www.wvsos.com

Penney Barker, Manager
Corporations Division
Tel: (304) 558-8000
Fax: (304) 558-8381
Hrs - 8:30-5:00pm

business@wvsos.com

WEST VIRGINIA

STATEMENT OF CONVERSION

of a domestic corporation to a domestic limited liability company

(form to accompany the articles of organization)

FEE: $25

FILED
SEP 30 2009
IN THE OFFICE OF
SECRETARY OF STATE

In accordance with §31D-11-1109 of the Code of West Virginia, the undersigned organization adopts the following Articles of Conversion.

(Check appropriate boxes and complete each line of the application)

1. ☑ The corporation was converted to a limited liability company

2. The name of the corporation that converted to a limited liability company, and if it has been changed, the name under which it was originally incorporated is:
WILLIAMSON TREATMENT CENTER, INC.

3. The date of filing of its original articles of incorporation with the West Virginia Secretary of State's Office is: Aug. 10, 2001 .

4. The name of the limited liability company into which the corporation shall be converted is:
WILLIAMSON TREATMENT CENTER, LLC

5. The following statement must be checked before the Secretary of State can approve the conversion.

☑ The conversion has been approved in accordance with the provisions of West Virginia Code §31D-11-1109. (see below)

31D-11-1109 (b) The Board of Directors of the corporation which desires to convert under this section shall adopt a plan of conversion approving the conversion and recommending the approval of the conversion by the shareholders of the corporation. Such resolution shall be submitted to the shareholders of the corporation at an annual or special meeting. The corporation must notify each shareholder, whether or not entitled to vote of the meeting of shareholders at which the plan of conversion is to be submitted for approval. At the meeting, t he plan of conversion shall be considered and a vote taken for its adoption or rejection. Approval of the plan of conversion requires the approval of all of the shareholders, whether or not entitled to vote.

6. The requested effective date is: ☐ the date and time of filing
[Requested date may not be earlier than filing nor later than 90 days after filing.] ☑ the following date: SEPTEMBER 30, 2009

7. Contact name and number of person to reach in case of problem with filing: (optional, however, listing one may help to avoid a return or rejection of filing if there appears to be a problem with the document)

Name: NATHANIEL WEINER Phone: 408-367-0045

8. Signature of person executing document:

Pamela B Bh
Signature

SECRETARY
Capacity in which he/she is signing
(Example: member, manager, etc.)

Natalie E. Tennant
Secretary of State
State Capitol Building
1900 Kanawha Blvd. East
Charleston, WV 25305-0770

WEST VIRGINIA
ARTICLES OF ORGANIZATION
OF LIMITED LIABILITY COMPANY

Penney Barker, Manager
Corporations Division
Tel: (304) 558-8000
Fax: (304) 558-8381
Hours: 8:30 a.m. - 5:00 p.m. ET

Control #_____

We, acting as organizers according to West Virginia Code §31B-2-202, adopt the following Articles of Organization for a West Virginia Limited Liability Company:

1. **The name of the West Virginia limited liability company shall be:** [The name must contain one of the required terms such as "limited liability company" or abbreviations such as "LLC" or "PLLC"–see instructions for list of acceptable terms.] WILLIAMSON TREATMENT CENTER, LLC

2. The company will be an: ☑ LLC ☐ professional LLC for the profession of _____

3. **The address of the initial designated office** of the company in WV, if any, will be: [need not be a place of the company's business]
   Street: NATIONAL REGISTERED AGENTS, INC.
   300 KANAWHA BLVD.
   City/State/Zip: CHARLESTON 25321 WV

4. The mailing address of the **principal office**, if different, will be:
   Street/Box: 20400 STEVENS CREEK BLVD., SUITE 600
   City/State/Zip: CUPERTINO, CA 95014

5. The name and mailing address of the **agent for service of process**, if any, is:
   Name: NATIONAL REGISTERED AGENTS, INC.
   Street: 300 KANAWHA BLVD.
   City/State/Zip: CHARLESTON, WV 25321

6. The name and address of each organizer.

Name	No. & Street	City, State, Zip
PAMELA B. BURKE	20400 STEVENS CREEK BLVD., #600	CUPERTINO, CA 95014

7. The company will be:
   ☑ an at-will company, for an indefinite period.
   ☐ a term company, for the term of _____ years.

8. The Company will be:

☑ **member-managed.** [List the name and address of each member with signature authority, attach an extra sheet if needed]

OR ☐ **manager-managed,** [List the name and address of each manager with signature authority, attach an extra sheet if needed.]

Name	Address	City, State, Zip
NATIONAL SPECIALTY CLINICS, LLC	20400 STEVENS CREEK BLVD. #600	CUPERTINO, CA 95014

9. All or specified members of a limited liability company are liable in their capacity as members for all or specified debts, obligations or liabilities of the company.

☑ NO – All debts, obligations and liabilities are those of the company.

☐ YES – Those persons who are liable in their capacity as members for all debts, obligations or liability of the company have consented to this in writing.

10. The **purposes** for which this limited liability company is formed are as follows:
(Describe the type(s) of business activity which will be conducted, for example, "real estate," "construction of residential and commercial buildings," "commercial printing," "professional practice of architecture.")

Chemical dependency treatment services and any other lawful purpose.

11. Other provisions which may be set forth in the operating agreement or matters not inconsistent with law:
[See instructions for further information; use extra pages if necessary.]

12. The number of pages attached and included in these Articles is 0.

13. The requested effective date is: [Requested date may not be earlier than filing nor later than 90 days after filing.]

☐ the date & time of filing

☑ the following date September 30, 2009 and time _____

Contact and Signature Information:

14. The number of acres it holds or expects to hold in West Virginia is: None

Phone # 408-367-0045 Contact person: Nathaniel Weiner

15. Signature of manager of a manager-managed company, member of a member-managed company, person organizing the company, if the company has not been formed or attorney-in-fact for any of the above.

Name [print or type]	Title/Capacity	Signature
Pamela B. Burke	Secretary	Pamela B Burke

Exhibit 3.265

AMENDED AND RESTATED
OPERATING AGREEMENT
OF
WILLIAMSON TREATMENT CENTER, LLC

This Amended and Restated Operating Agreement (the "Agreement") of Williamson Treatment Center, LLC, a West Virginia limited liability company (the "Company"), is entered into by and between National Specialty Clinics, LLC, a Delaware limited liability company (the "Member") and the persons admitted to the Company as members who shall be identified on Schedule A, as a mended from time to time, effective as of February 12, 2015.

WHEREAS, the Company is currently operating under a certain Operating Agreement, dated September 30, 2009 (the "Operating Agreement").

WHEREAS, the Member has deemed it in the best interest of the Company to amend and restate the Operating Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Organization. Effective September 30, 2009, the Company was converted from a corporation to a single-member limited liability company by the filing of a Certificate of Conversion in the office of the Secretary of State of West Virginia (the "Certificate").

Section 2. Registered Office; Registered Agent. The registered office of the Company in the State of West Virginia will be the initial registered office designated in the Certificate or such other office (which need not be a place of business of the Company) as the Member may designate from time to time in the manner provided by law. The registered agent of the Company in the State of West Virginia will be the initial registered agent designated in the Certificate, or such other person as the Member may designate from time to time in the manner provided by law. The principal office of the Company will be at such location as the Member may designate from time to time, which need not be in the State of West Virginia.

Section 3. Powers. The Company will have all powers permitted to be exercised by a limited liability company organized in the State of West Virginia.

Section 4. Term. The Company commenced on the date the Certificate was filed with the Secretary of State of West Virginia, and will continue in existence until terminated pursuant to this Agreement.

Section 5. Fiscal Year. The fiscal year of the Company for financial statement and federal income tax purposes will end on December 31 unless otherwise determined by the Member.

Section 6. Member. The Member owns 100% of the limited liability company interests in the Company.

Section 7. Address. The address of the Member is set forth below:

6100 Tower Circle, Suite 1000
Franklin, TN 37067

Section 8. New Members. No person may be admitted as a member of the Company without the approval of the Member.

Section 9. Liability to Third Parties. The Member will not have any personal liability for any obligations or liabilities of the Company, whether such liabilities arise in contract, tort or otherwise.

Section 10. Capital Contributions. On or before the date hereof, the Member has made a capital contribution in cash to the Company in the amount of $100.00. The Member will not be required to make any additional capital contributions to the Company except as may otherwise be agreed to by the Member.

Section 11. Participation in Profits and Losses. All profits and losses of the Company will be allocated to the Member.

Section 12. Distributions. Distributions will be made by the Company to the Member at such times as may be determined by the Member.

Section 13. Management. The power and authority to manage, direct and control the Company will be vested solely in the Member.

Section 14. Officers. The Member may, from time to time, designate one or more individuals to be officers of the Company, with such titles as the Member may assign to such individuals. The initial officers of the Company will be a President, a Secretary and two Vice Presidents as more specifically provided below. Officers so designated will have such authority and perform such duties as the Member may from time to time delegate to them. Any number of officer positions may be held by the same individual. Any officer may resign as such at any time by providing written notice to the Company. Any officer may be removed as such, either with or without cause, by the Member, in its sole discretion. Any vacancy occurring in any officer position of the Company may be filled by the Member. The officers of the Company, if and when designated by the Member, will have the authority, acting individually, to bind the Company.

Section 15. President. The President will, subject to the control of the Member, have general supervision, direction and control of the business and affairs of the Company. Subject to the control of the Member, the President will have the general powers and duties of management usually vested in the office of president and chief executive officer of corporations, and will have such other powers and duties as may be prescribed by the Member.

Section 16. Secretary. The Secretary will, subject to the control of the Member, prepare and keep the minutes of the proceedings of the Company in books provided for that purpose, see that all notices are duly given in accordance with the provisions of the Act, be custodian of the Company records, and will have the general powers and duties usually vested in the office of secretary of corporations, and will have such other powers and duties as may be prescribed by the Member.

Section 17. Vice Presidents. The Vice Presidents will, subject to the control of the Member, perform such duties as may be assigned to them by the President and will have the general powers and duties usually vested in the office of vice president of corporations, and will have such other powers and duties as may be prescribed by the Member. In the case of the death, disability or absence of the President, a Vice President shall perform and be vested with all the duties and powers of the President until the Member appoints a new President.

Section 18. Indemnification. The Company shall indemnify any individual who is or was a party or is or was threatened to be made a party to any action, suit, or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a manager, officer, employee or agent of the Company against expenses (including reasonable attorneys' fees and expenses), judgments, fines and amounts paid in settlement actually and reasonably incurred by such individual in connection with such action, suit or proceeding, to the extent permitted by applicable law. The right to indemnification conferred in this Section 18 includes the right of such individual to be paid by the Company the expenses incurred in defending any such action in advance of its final disposition (an "Advancement of Expenses"); provided, however, that the Company will only make an Advancement of Expenses upon delivery to the Company of an undertaking, by or on behalf of such Indemnitee, to repay all amounts so advanced if it is ultimately determined that such Indemnitee is not entitled to be indemnified under this Section 18 or otherwise. ·

Section 19. Dissolution. The Company will dissolve and its affairs will be wound up as may be determined by the Member, or upon the earlier occurrence of any other event causing dissolution of the Company under the Act. In such event, the Member will proceed diligently to wind up the affairs of the Company and make final distributions, and will cause the existence of the Company to be terminated.

Section 20. Amendment or Modification. This Agreement may be amended or modified from time to time only by a written instrument that is executed by the Member.

Section 21. Binding Effect. This Agreement will be binding on and inure to the benefit of the Member and its successors and assigns.

Section 22. Governing Law. This Agreement is governed by and will be construed in accordance with the law of the State of West Virginia without regard to the conflicts of law principles thereof.

IN WITNESS THEREOF, the undersigned hereto has executed this Agreement effective as of the date set forth above.

MEMBER:

NATIONAL SPECIALTY CLINICS, LLC

By: /s/ Christopher L. Howard
Christopher L. Howard
Vice President and Secretary

Schedule A

None

Exhibit 3.266

ARTICLES OF INCORPORATION

OF

WILMINGTON TREATMENT CENTER, INC.

1. The undersigned intends to form a stock corporation under the provisions of Chapter 9 of Title 13.1 of the Code of Virginia and to that end sets forth the following:

2. The name of the corporation is:

WILMINGTON TREATMENT CENTER, INC.

3. (a) The number of shares the corporation is authorized to issue are:

CLASS	NUMBER OF SHARES AUTHORIZED	PAR VALUE
Common	5,000	$ .01

(b) No stockholder shall be entitled as a matter of right to subscribe for or receive additional shares of any class of stock of the corporation, whether now or hereafter authorized, or any bonds, debentures or other securities convertible into stock may be issued or disposed of by the board of directors to such persons and on such terms as in its discretion it shall deem advisable.

4. The post office address of the initial registered office, including street and number is 3975 University Drive, Suite 220, Fairfax, Virginia 22030.

5. The initial registered office is located in the City of Fairfax.

6. The name of its initial registered agent is James M. Sack, who is a resident of Virginia, a member of the Virginia State Bar, and whose business office is identical with the registered office.

7. The names and addresses of the initial directors are as follows:

Name	**Address**
Michael Beavers	674 Ad Hoc Road Great Falls, Virginia 22066
James E. Fay	674 Ad Hoc Road Great Falls, Virginia 22066

Dated: June 2, 1987

/s/ Lowell D. Turnbull

Lowell D. Turnbull
1220 19th Street, N.W.
Suite 700
Washington, D.C. 20036

CIS090 87062 0/09

304655

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION
June 4, 1987

CERTIFICATE OF INCORPORATION

The State Corporation Commission has found the accompanying articles submitted on behalf of

WILMINGTON TREATMENT CENTER, INC.

to comply with the requirements of law, and confirms payment of all related fees.

Therefore, it is ordered that this

CERTIFICATE OF INCORPORATION

be issued, and admitted to record with the articles in this office of the Commission, effective June 4, 1987.

This order and its accompanying articles will be forwarded for filing in the office of the Clerk of the Circuit Court of (Filed in Fairfax Co.) following admission to the records of the Commission.

STATE CORPORATION COMMISSION

By /s/ Elizabeth B. Lacy
Commissioner

Court Number: 303

01519NEW

Exhibit 3.267

WILMINGTON TREATMENT CENTER, INC.

*** * * * ***

BY-LAWS

*** * * * ***

ARTICLE I

OFFICES

Section 1. The registered office shall be located in the City of Fairfax, Virginia.

Section 2. The corporation may also have offices at such other places both within and without the Commonwealth of Virginia as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II

ANNUAL MEETINGS OF SHAREHOLDERS

Section 1. All meetings of shareholders for the election of directors shall be held in the City of Great Falls, Commonwealth of Virginia, at such place as may be fixed from time to time by the board of directors.

Section 2. Annual meetings of shareholders, commencing with the year 1986, shall be held on the 1st day of June if not a legal holiday, and if a legal holiday, then on the next secular day following, at 10:00 A.M., at which they shall elect by a plurality vote a board of directors, and transact such other business as may properly be brought before the meeting.

Section 3. Written or printed notice of the annual meeting stating the date, time and place of the meeting shall be delivered not less than ten nor more than sixty days before the date of the meeting, either personally or by mail, by or at the direction of the president, the secretary, or the officer or persons calling the meeting to each shareholder of record entitled to vote at such meeting.

ARTICLE III

SPECIAL MEETINGS OF SHAREHOLDERS

Section 1. Special meetings of shareholders for any purpose other than the election of directors may be held at such time and place within or without the Commonwealth of Virginia as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute or by the articles of incorporation, may be called by the chairman of the board of directors, the president, or the board of directors.

Section 3. Written or printed notice of a special meeting stating the date, time and place of the meeting and the purpose or purposes for which the meeting is called, shall be delivered not less than ten nor more than sixty days before the date of the meeting, either personally or by mail, by or at the

direction of the president, the secretary, or the officer or persons calling the meeting, to each shareholder of record entitled to vote at such meeting.

Notice of a shareholders' meeting to act on an amendment of the articles of incorporation; on a plan of merger or share exchange, on a proposed sale of assets other than in the regular course of business, or on a plan of dissolution shall be given, in the manner provided herein, not less than twenty-five nor more than sixty days before the date of the meeting. Any such notice shall be accompanied by a copy of the proposed amendment, plan of merger, or share exchange, or plan of proposed sale of assets.

Section 4. The business transacted at any special meeting of shareholders shall be limited to the purposes stated in the notice.

ARTICLE IV

QUORUM AND VOTING OF SHARES

Section 1. A majority of the votes entitled to be cast on a matter by the voting group constitutes a quorum of that voting group for action on that matter except as otherwise provided by statute or by the articles of incorporation. If, however, such quorum shall not be present or represented at any meeting of the shareholders, the shareholders present in person or represented by proxy shall have power to adjourn the meeting

from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified.

Section 2. If a quorum is present, action on a matter by a voting group is approved if the votes cast within the voting group favoring the action exceed the votes cast opposing the action unless the vote of a greater number of affirmative votes is required by law or the articles of incorporation.

Section 3. Each outstanding share, regardless of class, shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders unless the articles of incorporation or law provides otherwise. A shareholder may vote either in person or by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact.

Section 4. Any action required to be taken at a meeting of the shareholders may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE V

DIRECTORS

Section 1. The number of directors shall be not less than two (2) nor more than seven (7). The number of directors may be fixed or changed within the minimum or maximum by the shareholders or by the board of directors, unless shares have been issued in which case only the shareholders may change the range or switch to a fixed size board. Directors need not be residents of the Commonwealth of Virginia nor shareholders of the corporation. The directors, other than the first board of directors, shall be elected at the annual meeting of the shareholders, and each director elected shall serve until the next succeeding annual meeting and until his successor shall have been elected and qualified. The first board of directors shall hold office until the first annual meeting of shareholders.

Section 2. Any vacancy occurring in the board of directors, including a vacancy resulting from an increase in the number of directors, may be filled by the shareholders, the board of directors, or if the directors remaining in office constitute fewer than a quorum of the board, the vacancy may be filled by the affirmative vote of the directors remaining in office.

Section 3. The business affairs of the corporation shall be managed by its board of directors which may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the articles of incorporation or by these bylaws directed or required to be exercised or done by the shareholders.

Section 4. The directors may keep the books of the corporation, except such as are required by law to be kept within the state, outside of the Commonwealth of Virginia, at such place or places as they may from time to time determine.

Section 5. The board of directors, by the affirmative vote of a majority of the directors then in office, and irrespective of any personal interest of any of its members, shall have authority to establish reasonable compensation of all directors for services to the corporation as directors, officers or otherwise.

ARTICLE VI

MEETINGS OF THE BOARD OF DIRECTORS

Section 1. Meetings of the board of directors, regular or special, may be held either within or without the Commonwealth of Virginia.

Section 2. The first meeting of each newly elected board of directors shall be held at such time and place as shall be fixed by the vote of the shareholders at the annual meeting and no notice of such meeting shall be necessary to the newly elected directors in order legally to constitute the meeting, provided a quorum shall be present, or it may convene at such place and time as shall be fixed by the consent in writing of all the directors.

Section 3. Regular meetings of the board of directors may be held upon such notice, or without notice, and at such time and at such place as shall from time to time be determined by the board.

Section 4. Special meetings of the board of directors may be called by the president on five (5) business days' notice to each director, either personally or by mail or by telegram; special meetings shall be called by the president or secretary in like manner and on like notice on the written request of two directors.

Section 5. Attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the board of directors need be specified in the notice or waiver of notice of such meeting.

Section 6. A majority of the directors shall constitute a quorum for the transaction of business unless a greater number is required by law or by the articles of incorporation. The act of a majority of the directors present at any meeting at which a quorum is present shall be the act of the board of directors, unless the act of a greater number is required by statute or by the articles of incorporation. If a quorum shall not be present at any meeting of directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 7. Any action required or permitted to be taken at a meeting of the directors may be taken without a meeting if one or more consents in writing, setting forth the action so taken, shall be signed by each director entitled to vote with respect to the subject matter thereof and included in the minutes or filed with the corporate records reflecting the action taken.

ARTICLE VII

COMMITTEES OF DIRECTORS

Section 1. A majority of the number of directors fixed by the bylaws or otherwise, may create one or more committees and appoint members of the board to serve on the committee or committees. To the extent provided by the board of directors or articles of incorporation, each committee shall have and exercise all of the authority of the board of directors in the management of the corporation, except as otherwise required by law. Each committee shall have two or more members who serve at the pleasure of the board of directors. Each committee shall keep regular minutes of its proceedings and report the same to the board when required.

ARTICLE VIII

NOTICES

Section 1. Whenever, under the provisions of the statutes or of the articles of incorporation or of these bylaws, notice is required to be given to any director or shareholder, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, addressed to such director or shareholder, at his address as it appears on the records of the corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Notice to directors may also be given by telegram.

Section 2. Whenever any notice whatever is required to be given under the provisions of the statutes or under the provisions of the articles of incorporation or these bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE IX

OFFICERS

Section 1. The officers of the corporation shall be chosen by the board of directors and shall be a president, a vice-president, a secretary and a treasurer. The board of directors may also choose additional vice-presidents, and one or more assistant secretaries and assistant treasurers.

Section 2. The board of directors at its first meeting after each annual meeting of shareholders shall choose a president and one or more vice-presidents, a secretary and a treasurer, none of whom need be a member of the board.

Section 3. The board of directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the board of directors.

Section 4. The salaries of all officers and agents of the corporation shall be fixed by the board of directors.

Section 5. The officers of the corporation shall hold office until their successors are chosen and qualify. Any officer elected or appointed by the board of directors may be removed at any time by the affirmative vote of a majority of the board of directors. Any vacancy occurring in any office of the corporation shall be filled by the board of directors.

THE PRESIDENT

Section 6. The president shall be the chief executive officer of the corporation, shall preside at all meetings of the shareholders and the board of directors, shall have general and active management of the business of the corporation and shall see that all orders and resolutions of the board of directors are carried into effect.

Section 7. He shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the board of directors to some other officer or agent of the corporation.

VICE-PRESIDENTS

Section 8. The vice-president, or if there shall be more than one, the vice-presidents in the order determined by the board of directors, shall, in the absence or disability of the president, perform the duties and exercise the powers of the president and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

THE SECRETARY AND ASSISTANT SECRETARIES

Section 9. The secretary shall attend all meetings of the board of directors and all meetings of the shareholders and record all the proceedings of the meetings of the corporation and of the board of directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the board of directors, and shall perform such other duties as may be prescribed

by the board of directors or president, under whose supervision he shall be. He shall have custody of the corporate seal of the corporation and he, or an assistant secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his signature or by the signature of such assistant secretary. The board of directors may give general authority to any other officer to affix the seal of the corporation and to attest the affixing by his signature.

Section 10. The assistant secretary, or if there be more than one, the assistant secretaries in the order determined by the board of directors, shall, in the absence or disability of the secretary, perform the duties and exercise the powers of the secretary and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

THE TREASURER AND ASSISTANT TREASURERS

Section 11. The treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all monies and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the board of directors.

Section 12. He shall disburse the funds of the corporation as may be ordered by the board of directors, taking proper vouchers for such disbursements, and shall render to the president and the board of directors, at its regular meetings, or when the board of directors so requires, an account of all his transactions as treasurer and of the financial condition of the corporation.

Section 13. If required by the board of directors, he shall give the corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the board of directors for the faithful performance of the duties of his office and for the restoration to the corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation.

Section 14. The assistant treasurer, or, if there shall be more than one, the assistant treasurers in the order determined by the board of directors, shall, in the absence or disability of the treasurer, perform the duties and exercise the powers of the treasurer and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

ARTICLE X

CERTIFICATES FOR SHARES

Section 1. The shares of the corporation shall be represented by certificates or shall be uncertificated. Certificates shall be signed by the president or a vice-president and the secretary or an assistant secretary of the corporation, and may be sealed with the seal of the corporation or a facsimile thereof.

In addition to the above officers, the treasurer or an assistant treasurer may sign in lieu of the secretary or an assistant secretary.

When the corporation is authorized to issue shares of more than one class there shall be set forth upon the face or back of each certificate, or each certificate shall have a statement that the corporation will furnish to any shareholder upon request and without charge, a full statement of the designations, preferences, limitations, and relative rights of the shares of each class authorized to be issued and, if the corporation is authorized to issue different series within a class, the variations in the relative rights and preferences between the shares of each such series so far as the same have been fixed and determined and the authority of the board of directors to fix and determine the relative rights and preferences of subsequent series.

Section 2. The signatures of the officers upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent, or registered by a registrar, other than the corporation itself or an employee of the corporation. In case any officer who has signed or whose facsimile signature has been placed upon such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the corporation with the same effect as if he were such officer at the date of its issue.

LOST CERTIFICATES

Section 3. The board of directors may direct a new certificate or uncertified security to be issued in place of any certificate theretofore issued by the corporation alleged to have been lost or destroyed. When authorizing such issue of a new certificate or uncertificated security, the board of directors, in its discretion and as a condition precedent to the issuance thereof, may prescribe such terms and conditions as it deems expedient, and may require such indemnities as it deems adequate, to protect the corporation from any claim that may be made against it with respect to any such certificate alleged to have been lost or destroyed.

TRANSFERS OF SHARES

Section 4. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing

shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, a new certificate shall be issued to the person entitled thereto, and the old certificate cancelled and the transaction recorded upon the books of the corporation.

CLOSING OF TRANSFER BOOKS

Section 5. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders, or any adjournment thereof or entitled to receive payment of any dividend, or in order to make a determination of shareholders for any other proper purpose, the board of directors may fix in advance a date as the record date for the determination of shareholders, such date in any case to be not more than seventy days. If no record date is fixed for the determination of shareholders entitled to notice of or to vote at a meeting of shareholders, or shareholders entitled to receive payment of a dividend, the date on which notice of the meeting is mailed or the date on which the resolution of the board of directors declaring such dividend is adopted, as the case may be, shall be the record date for such determination of shareholders. When a determination of shareholders entitled to vote at any meeting of shareholders has been made as provided in this section, such determination shall apply to any adjournment thereof.

REGISTERED SHAREHOLDERS

Section 6. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Virginia.

LIST OF SHAREHOLDERS

Section 7. The officer or agent having charge of the transfer books for shares shall make, at least ten days before each meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting, arranged by voting group and within each voting group by class or series of shares, with the address of each and the number of shares held by each, which list, for a period of ten days prior to such meeting, shall be kept on file at the principal business office of the corporation and shall be subject to inspection by any shareholder at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any shareholder during the whole

time of the meeting. The original share transfer book, or a duplicate thereof, shall be prima facie evidence as to who are the shareholders entitled to examine such list or share transfer book or to vote at any meeting of the shareholders.

ARTICLE XI

GENERAL PROVISIONS

DIVIDENDS

Section 1. Subject to the provisions of the articles of incorporation relating thereto, if any, dividends may be declared by the board of directors at any regular or special meeting, pursuant to law. Dividends may be paid in money or other property subject to any provisions of the articles of incorporation.

Section 2. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sums or sums as the directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose as the directors shall think conducive to the interest of the corporation, and the directors may modify or abolish any such reserve in the manner in which it was created.

CHECKS

Section 3. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

FISCAL YEAR

Section 4. The fiscal year of the corporation shall be fixed by resolution of the board of directors.

SEAL

Section 5. The corporate seal shall have inscribed thereon the name of the corporation, the year of its organization and the words “Corporate Seal, Virginia”. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

INDEMNIFICATION

Section 6. The Corporation shall indemnify and advance expenses to any person made a party to any proceeding by reason of service to the Corporation to the fullest extent allowed under the laws of the Commonwealth of Virginia.

The indemnification provided by this section shall not be deemed exclusive of any other rights to which a person may be entitled under any agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding the office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and inure to the benefit of the heirs, executors and administrators of the person.

The Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee or agent of another corporation, partnership, joint venture, trust, other enterprise or employee benefit plan against any liability asserted against him and incurred by him in any such capacity, or arising out of his position, whether or not the Corporation would have the power to indemnify him against the liability under the provisions of this section.

Any indemnification of, or advance of expenses to a director, if arising out of an action, suit or proceeding by or in the right of the Corporation, shall be reported in writing to the stockholders with the notice of the next stockholders' meeting or prior to the meeting.

ARTICLE XII

AMENDMENTS

Section 1. These bylaws may be amended or repealed or new bylaws may be adopted by the affirmative vote of a majority of the board of directors at any regular or special meeting of the board unless the articles of incorporation or law reserve this power to the shareholders.

Exhibit 3.270

SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 03:00 PM 11/24/1999
991504582 – 3131700

CERTIFICATE OF INCORPORATION

OF

YOUTH CARE OF UTAH, INC.

FIRST: The name of the corporation shall be:

YOUTH CARE OF UTAH, INC.

SECOND: The address of the corporation's registered office in the State of Delaware is to be located at 9 East Loockerman Street, in the City of Dover, County of Kent 19901, and its registered agent at such address is National Registered Agents, Inc.

THIRD: The purpose or purposes of the corporation shall be:

To engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH: The total number of shares of stock which this corporation is authorized to issue is:

Three Thousand (3,000) shares without par value.

FIFTH: The name and address of the incorporator is as follows:

Christina Munn
Morgan, Lewis & Bockius LLP
300 S. Grand Ave., 22nd floor
Los Angeles, California 90071

SIXTH: The Board of Directors shall have the power to adopt, amend or repeal the bylaws.

SEVENTH: No director shall be personally liable to the corporation or its stockholders for monetary damages for any breach of fiduciary duty by such director as a director. Notwithstanding the foregoing sentence, a director shall be liable to the extent provided by applicable law, (i) for breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) pursuant to Section 174 of the Delaware General Corporation Law or (iv) for any transaction from which the director derived an improper personal benefit. No amendment to or repeal of this Article Seventh shall apply to or have any effect on the liability or alleged liability of any director of the corporation for or with respect to any acts or omissions of such director occurring prior to such amendment.

IN WITNESS WHEREOF, the undersigned, being the incorporator hereinbefore named, has executed, signed and acknowledged this certificate of incorporation this 24th day of November, 1999.

/s/ Christina Munn

Christina Munn
Incorporator

Exhibit 3.271

AMENDED AND RESTATED BYLAWS

OF

YOUTH CARE OF UTAH, INC.

INCORPORATED UNDER THE LAWS
OF THE
STATE OF DELAWARE
ON

NOVEMBER 24, 1999

TABLE OF CONTENTS

TABLE OF CONTENTS
(continued)

AMENDED AND RESTATED BYLAWS

OF

YOUTH CARE OF UTAH, INC.

ARTICLE I
Stockholders

SECTION 1. Annual Meeting. The annual meeting of the stockholders of the Corporation shall be held on such date, at such time and at such place within or without the State of Delaware as may be designated by the Board of Directors, for the purpose of electing Directors and for the transaction of such other business as may be properly brought before the meeting. The Board of Directors may determine that an annual meeting shall not be held at any place, but shall instead be held solely by means of remote communication.

SECTION 2. Special Meetings. Except as otherwise provided in the Certificate of Incorporation, a special meeting of stockholders of the Corporation may be called at any time by the Board of Directors or the President. Any special meeting of the stockholders shall be held on such date, at such time and at such place within or without the State of Delaware as the Board of Directors or the officer calling the meeting may designate. At a special meeting of the stockholders, no business shall be transacted and no corporate action shall be taken other than that stated in the notice of the meeting unless all of the stockholders are present in person or by proxy, in which case any and all business may be transacted at the meeting even though the meeting is held without notice.

SECTION 3. Notice of Meetings. Except as otherwise provided by law, by the Certificate of Incorporation or these Bylaws, a written notice of each meeting of the stockholders shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting to each stockholder of the Corporation entitled to vote at such meeting at the stockholder's address as it appears on the records of the Corporation or by form of electronic transmission to which the stockholder has consented. The notice shall state the place, date and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called.

SECTION 4. Quorum. At any meeting of stockholders, the holders of a majority in number of the total outstanding shares of stock of the Corporation entitled to vote at such meeting, present in person or represented by proxy, shall constitute a quorum of the stockholders for all purposes, unless the representation of a larger number of shares shall be required by law, by the Certificate of Incorporation or by these Bylaws, in which case the representation of the number of shares so required shall constitute a quorum; provided that at any meeting of stockholders at which the holders of any class of stock of the Corporation shall be entitled to vote separately as a class, the holders of a majority in number of the total outstanding shares of such class, present in person or represented by proxy, shall constitute a quorum for purposes of such class vote unless the representation of a larger number of shares of such class shall be required by law, by the Certificate of Incorporation or by these Bylaws.

SECTION 5. Adjourned Meetings. Whether or not a quorum shall be present in person or represented at any meeting of stockholders, the holders of a majority in number of the shares of stock of the Corporation present in person or represented by proxy and entitled to vote at such meeting may adjourn such meeting from time to time; provided, however, that if the holders of any class of stock of the Corporation are entitled to vote separately as a class upon any matter at such meeting, any adjournment of the meeting in respect of action by such class upon such matter shall be determined by the holders of a majority of the shares of such class present in person or represented by proxy and entitled to vote at such meeting. When a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and the place, if any, thereof, are announced at the meeting at which the adjournment is taken. At the adjourned meeting the stockholders or the holder of any class of stock entitled to vote separately as a class, as the case may be, may transact any business which might have been transacted by them at the original meeting. If the adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the adjourned meeting.

SECTION 6. Organization. The President or, in the absence of the Chairman of the Board, a Vice President shall call all meetings of the stockholders to order, and shall act as Chairman of such meetings. In the absence of the President and all of the Vice Presidents, the holders of a majority in number of the shares of stock of the Corporation present in person or represented by proxy and entitled to vote at the meeting shall elect a Chairman.

The Secretary of the Corporation shall act as Secretary of all meetings of the stockholders; but in the absence of the Secretary, the President may appoint any person to act as Secretary of the meeting. It shall be the duty of the Secretary to prepare and make, at least ten days before every meeting of stockholders, a complete list of stockholders entitled to vote at such meeting, arranged in alphabetical order and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting for a period of at least 10 days prior to the meeting, during ordinary business hours, at the principal place of business of the Corporation, and shall be produced and kept at the time and place of the meeting during the whole time thereof, and subject to the inspection of any stockholder who may be present.

SECTION 7. Voting. Except as otherwise provided by law or by the Certificate of Incorporation, each stockholder shall be entitled to one vote for each share of the capital stock of the Corporation registered in the name of such stockholder upon the books of the Corporation. Each stockholder entitled to vote at a meeting of stockholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for him or her by proxy, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. When

directed by the presiding officer or upon the demand of any stockholder, the vote upon any matter before a meeting of stockholders shall be by ballot. Except as otherwise provided by law or by the Certificate of Incorporation, Directors shall be elected by a plurality of the votes cast at a meeting of stockholders by the stockholders entitled to vote in the election and, whenever any corporate action, other than the election of Directors is to be taken, it shall be authorized by a majority of the votes cast at a meeting of stockholders by the stockholders entitled to vote thereon.

Shares of the capital stock of the Corporation belonging to the Corporation or to another corporation, if a majority of the shares entitled to vote in the election of directors of such other corporation is held, directly or indirectly, by the Corporation, shall neither be entitled to vote nor be counted for quorum purposes.

SECTION 8. Inspectors. When required by law or directed by the presiding officer or upon the demand of any stockholder entitled to vote, but not otherwise, the polls shall be opened and closed, the proxies and ballots shall be received and taken in charge, and all questions touching the qualification of voters, the validity of proxies and the acceptance or rejection of votes shall be decided at any meeting of stockholders by two or more Inspectors who may be appointed by the Board of Directors before the meeting, or if not so appointed, shall be appointed by the presiding officer at the meeting. If any person so appointed fails to appear or act, the vacancy may be filled by appointment in like manner.

SECTION 9. Consent of Stockholders in Lieu of Meeting. Unless otherwise provided in the Certificate of Incorporation, any action required to be taken or which may be taken at any annual or special meeting of stockholders of the Corporation, may be taken without a meeting, without prior notice and without a vote, if a consent in writing (which may be a telegram, cablegram or other electronic transmission), setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. To be written, signed and dated for the purpose of these Bylaws, a telegram, cablegram or other electronic transmission shall set forth or be delivered with information from which the Corporation can determine (i) that it was transmitted by a stockholder or proxy holder or a person authorized to act for a stockholder or proxy holder and (ii) the date on which it was transmitted, such date being deemed the date on which the consent was signed. Prompt notice of the taking of any corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

ARTICLE II
Board of Directors

SECTION 1. Number and Term of Office. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, none of whom need be stockholders of the Corporation. The number of Directors constituting the Board of Directors shall be fixed from time to time by resolution passed by a majority of the Board of Directors. The Directors shall, except as hereinafter otherwise provided for filling vacancies, be elected at the annual meeting of stockholders, and shall hold office until their respective successors are elected and qualified or until their earlier resignation or removal.

SECTION 2. Removal, Vacancies and Additional Directors. The stockholders may, at any special meeting the notice of which shall state that it is called for that purpose, remove, with or without cause, any Director and fill the vacancy; provided that whenever any Director shall have been elected by the holders of any class of stock of the Corporation voting separately as a class under the provisions of the Certificate of Incorporation, such Director may be removed and the vacancy filled only by the holders of that class of stock voting separately as a class. Vacancies caused by any such removal and not filled by the stockholders at the meeting at which such removal shall have been made, or any vacancy caused by the death or resignation of any Director or for any other reason, and any newly created directorship resulting from any increase in the authorized number of Directors, may be filled by the affirmative vote of a majority of the Directors then in office, although less than a quorum, and any Director so elected to fill any such vacancy or newly created directorship shall hold office until his or her successor is elected and qualified or until his or her earlier resignation or removal.

When one or more Directors shall resign effective at a future date, a majority of the Directors then in office, including those who have so resigned, shall have power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective, and each Director so chosen shall hold office as herein provided in connection with the filling of other vacancies.

SECTION 3. Place of Meeting. The Board of Directors may hold its meetings in such place or places in the State of Delaware or outside the State of Delaware as the Board from time to time shall determine.

SECTION 4. Regular Meetings. Regular meetings of the Board of Directors shall be held at such times and places as the Board from time to time by resolution shall determine. No notice shall be required for any regular meeting of the Board of Directors; but a copy of every resolution fixing or changing the time or place of regular meetings shall be sent by mail or by telecopy, telegram, cablegram or other electronic transmission to every Director at least two days before the first meeting held in pursuance thereof.

SECTION 5. Special Meetings. Special meetings of the Board of Directors shall be held whenever called by direction of the President or by any two of the Directors then in office.

Notice of the day, hour and place of holding of each special meeting shall be given by mailing the same at least two days before the meeting or by causing the same to be transmitted by telephone, telecopy, telegram, cablegram or other electronic transmission at least two days before the meeting to each Director. Unless otherwise indicated in the notice thereof, any and all business may be transacted at any special meeting.

SECTION 6. Quorum. Subject to the provisions of Section 2 of this Article II, a majority of the members of the Board of Directors in office (but in no case less than one-third of the total number of Directors nor less than two Directors) shall constitute a quorum for the transaction of business and the vote of the majority of the Directors present at any meeting of the Board of Directors at which a quorum is present shall be the act of the Board of Directors. If at any meeting of the Board there is less than a quorum present, a majority of those present may adjourn the meeting from time to time.

SECTION 7. Organization. The President shall preside at all meetings of the Board of Directors. In the absence of the President, a Chairman shall be elected from the Directors present. The Secretary of the Corporation shall act as Secretary of all meetings of the Directors. In the absence of the Secretary, the Chairman may appoint any person to act as Secretary of the meeting.

SECTION 8. Committees. The Board of Directors may designate one or more committees, each committee to consist of one or more of the Directors of the Corporation. The Board may designate one or more Directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the Board, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and the affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to (i) approving or adopting, or recommending to the stockholders, any action or matter expressly required by law to be submitted to stockholders for approval, or (ii) adopting, amending or repealing these Bylaws.

SECTION 9. Conference Telephone Meetings. Unless otherwise restricted by the Certificate of Incorporation or by these Bylaws, the members of the Board of Directors or any committee designated by the Board, may participate in a meeting of the Board or such committee, as the case may be, by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and such participation shall constitute presence in person at such meeting.

SECTION 10. Consent of Directors or Committee in Lieu of Meeting. Unless otherwise restricted by the Certificate of Incorporation or by these Bylaws, any action required or permitted to be taken at any meeting of the Board, or of any committee thereof, may be taken without a meeting if all members of the Board or committee, as the case may be, consent thereto in writing or by electronic transmission and the writing or writings, or electronic transmission or transmissions are filed with the minutes of proceedings of the Board or committee, as the case may be.

ARTICLE III
Officers

SECTION 1. Officers. The officers of the Corporation shall be a President and Secretary, and such additional officers, if any, as shall be elected by the Board of Directors pursuant to the provisions of Section 6 of this Article III. The President and the Secretary shall be elected by the Board of Directors at its first meeting after each annual meeting of the stockholders. Each officer shall hold office until his or her successor is elected and qualified or until his or her earlier resignation or removal. Any officer may resign at any time upon written notice to the Corporation. Officers may, but need not, be Directors. Unless the Certificate of Incorporation otherwise provides, any number of offices may be held by the same person.

All officers, agents and employees shall be subject to removal, with or without cause, at any time by the Board of Directors. The removal of an officer without cause shall be without prejudice to his or her contract rights, if any. The election or appointment of an officer shall not of itself create contract rights.

Any vacancy caused by the death, resignation or removal of any officer, or otherwise, may be filled by the Board of Directors, and any officer so elected shall hold office at the pleasure of the Board of Directors.

In addition to the powers and duties of the officers of the Corporation as set forth in these Bylaws, the officers shall have such authority and shall perform such duties as from time to time may be determined by the Board of Directors.

SECTION 2. Powers and Duties of the President. The President shall be the chief executive officer of the Corporation (unless the Board of Directors appoints a separate Chief Executive Officer) and, subject to the control of the Board of Directors, shall have general charge and control of all its business and affairs and shall have all powers and shall perform all duties incident to the office of President. The President shall preside at all meetings of the stockholders and at all meetings of the Board of Directors and shall have such other powers and perform such other duties as may from time to time be assigned by these Bylaws or by the Board of Directors.

SECTION 3. Powers and Duties of the Vice Presidents. Each Vice President, if any, shall have all powers and shall perform all duties incident to the office of Vice President and shall have such other powers and perform such other duties as may from time to time be assigned by these Bylaws or by the Board of Directors or the President.

SECTION 4. Powers and Duties of the Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the stockholders in books provided for that purpose. The Secretary shall attend to the giving or serving of all notices of the Corporation; shall have custody of the corporate seal of the Corporation and shall affix the same to such documents and other papers as the Board of Directors or the President shall authorize and direct; shall have charge of the stock certificate

books, transfer books and stock ledgers and such other books and papers as the Board of Directors or the President shall direct, all of which shall at all reasonable times be open to the examination of any Director, upon application, at the office of the Corporation during business hours. The Secretary shall also perform the duties and have the powers of the Treasurer unless and until the Board of Directors appoints a Treasurer. The Secretary shall have all powers and shall perform all duties incident to the office of Secretary and shall also have such other powers and shall perform such other duties as may from time to time be assigned by these Bylaws or by the Board of Directors or the President.

SECTION 5. Powers and Duties of the Treasurer. The Treasurer, if any, shall have custody of, and when proper shall pay out, disburse or otherwise dispose of, all funds and securities of the Corporation. The Treasurer may endorse on behalf of the Corporation for collection checks, notes and other obligations and shall deposit the same to the credit of the Corporation in such bank or banks or depositary or depositaries as the Board of Directors may designate; shall sign all receipts and vouchers for payments made to the Corporation; shall enter or cause to be entered regularly in the books of the Corporation kept for the purpose full and accurate accounts of all moneys received or paid or otherwise disposed of and whenever required by the Board of Directors or the President shall render statements of such accounts. The Treasurer shall, at all reasonable times, exhibit the books and accounts to any Director of the Corporation upon application at the office of the Corporation during business hours; and shall have all powers and shall perform all duties incident of the office of Treasurer and shall also have such other powers and shall perform such other duties as may from time to time be assigned by these Bylaws or by the Board of Directors or the President.

SECTION 6. Additional Officers. The Board of Directors may from time to time elect such other officers (who may but need not be Directors), including a Chairman of the Board, Chief Executive Officer (separate from the President), Chief Financial Officer, one or more Vice Presidents, a Controller, Assistant Secretaries, Assistant Treasurers and Assistant Controllers, as the Board may deem advisable and such officers shall have such authority and shall perform such duties as may from time to time be assigned by the Board of Directors or the President.

The Board of Directors may from time to time by resolution delegate to any Assistant Secretary or Assistant Secretaries any of the powers or duties herein assigned to the Secretary; and may similarly delegate to any Assistant Treasurer or Assistant Treasurers any of the powers or duties herein assigned to the Treasurer.

SECTION 7. Giving of Bond by Officers. All officers of the Corporation, if required to do so by the Board of Directors, shall furnish bonds to the Corporation for the faithful performance of their duties, in such amounts and with such conditions and security as the Board shall require.

SECTION 8. Voting Upon Stocks. Unless otherwise ordered by the Board of Directors, the President or any Vice President shall have full power and authority on behalf of the Corporation to attend and to act and to vote, or in the name of the Corporation to execute proxies to vote, at any meeting of stockholders of any corporation in which the Corporation

may hold stock, and at any such meeting shall possess and may exercise, in person or by proxy, any and all rights, powers and privileges incident to the ownership of such stock. The Board of Directors may from time to time, by resolution, confer like powers upon any other person or persons.

SECTION 9. Compensation of Officers. The officers of the Corporation shall be entitled to receive such compensation for their services as shall from time to time be determined by the Board of Directors.

ARTICLE IV
Indemnification of Directors and Officers

SECTION 1. Nature of Indemnity. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that the person is or was or has agreed to become a Director or officer of the Corporation, or is or was serving or has agreed to serve at the request of the Corporation as a Director or officer of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, or by reason of any action alleged to have been taken or omitted in such capacity, and may indemnify any person who was or is a party or is threatened to be made a party to such an action, suit or proceeding by reason of the fact that he or she is or was or has agreed to become an employee or agent of the Corporation, or is or was serving or has agreed to serve at the request of the Corporation as an employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person or on his or her behalf in connection with such action, suit or proceeding and any appeal therefrom, if the person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful; except that in the case of an action or suit by or in the right of the Corporation to procure a judgment in its favor (1) such indemnification shall be limited to expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit, and (2) no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Delaware Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Delaware Court of Chancery or such other court shall deem proper.

The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

SECTION 2. Successful Defense. To the extent that a present or former Director, officer, employee or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 1 of this Article IV or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

SECTION 3. Determination that Indemnification is Proper. Any indemnification of a present or former Director or officer of the Corporation under Section 1 of this Article IV (unless ordered by a court), both as to action in his or her official capacity and as to action in another capacity while holding such office, shall be made by the Corporation unless a determination is made that indemnification of the person is not proper in the circumstances because he or she has not met the applicable standard of conduct set forth in Section 1. Any indemnification of a present or former employee or agent of the Corporation under Section 1 (unless ordered by a court) may be made by the Corporation upon a determination that indemnification of the employee or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Section 1. Any such determination shall be made with respect to a person who is a Director or officer at the time of the determination (1) by a majority vote of the Directors who are not parties to such action, suit or proceeding, even though less than a quorum, or (2) by a committee of such Directors designated by majority vote of such Directors, even though less than a quorum, or (3) if there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion, or (4) by the stockholders.

SECTION 4. Advance Payment of Expenses. Unless the Board of Directors otherwise determines in a specific case, expenses (including attorney's fees) incurred by a person who is a Director or officer at the time in defending a civil or criminal administrative or investigative action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the Director or officer to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Corporation as authorized in this Article IV. Such expenses (including attorney's fees) incurred by former Directors and officers or other employees and agents may be so paid upon such terms and conditions, if any, as the Board of Directors deems appropriate. The Board of Directors may authorize the Corporation's legal counsel to represent such Director, officer, employee or agent in any action, suit or proceeding, whether or not the Corporation is a party to such action, suit or proceeding.

SECTION 5. Survival: Preservation of Other Rights. The foregoing indemnification provisions shall be deemed to be a contract between the Corporation and each Director, officer, employee and agent who serves in any such capacity at any time while these provisions as well as the relevant provisions of the Delaware General Corporation Law are in effect and any repeal or modification thereof shall not affect any right or obligation then

existing with respect to any state of facts then or previously existing or any action, suit, or proceeding previously or thereafter brought or threatened based in whole or in part upon any such state of facts. Such a contract right may not be modified retroactively without the consent of such Director, officer, employee or agent.

The rights to indemnification and advancement of expenses provided by this Article IV shall not be deemed exclusive of any other rights to which a person seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, insurance policy, vote of stockholders or disinterested Directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person. The Corporation may enter into an agreement with any of its Directors, officers, employees or agents providing for indemnification and advancement of expenses, including attorneys fees, that may change, enhance, qualify or limit any right to indemnification or advancement of expenses created by this Article IV.

SECTION 6. Severability. If this Article IV or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify each present and former Director or officer and may indemnify each employee or agent of the Corporation as to costs, charges and expenses (including attorneys' fees), judgment, fines and amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative, including an action by or in the right of the Corporation, to the fullest extent permitted by any applicable portion of this Article IV that shall not have been invalidated and to the fullest extent permitted by applicable law.

SECTION 7. Subrogation. In the event of payment of indemnification to a person described in Section 1 of this Article IV, the Corporation shall be subrogated to the extent of such payment to any right of recovery such person may have and such person, as a condition of receiving indemnification from the Corporation, shall execute all documents and do all things that the Corporation may deem necessary or desirable to perfect such right of recovery, including the execution of such documents necessary to enable the Corporation effectively to enforce any such recovery.

SECTION 8. No Duplication of Payments. The Corporation shall not be liable under this Article IV to make any payment in connection with any claim made against a person described in Section 1 of this Article IV to the extent such person has otherwise received payment (under any insurance policy, Bylaw, agreement or otherwise) of the amounts otherwise payable as indemnity hereunder.

ARTICLE V
Stock-Seal-Fiscal Year

SECTION 1. Certificates For Shares of Stock. The shares of the Corporation shall be represented by certificates unless the Board of Directors provides, by resolution, that

some or all of any or all classes or series of stock shall be uncertificated shares. The Certificates for shares of stock of the Corporation shall be in such form, not inconsistent with the Certificate of Incorporation, as shall be approved by the Board of Directors. All certificates shall be signed by the Chairman or Vice Chairman of the Board, if any, President or a Vice President and by the Secretary or an Assistant Secretary or the Treasurer or an Assistant Treasurer, and shall not be valid unless so signed.

In case any officer or officers who shall have signed any such certificate or certificates shall cease to be such officer or officers of the Corporation, whether because of death, resignation, removal or otherwise, before such certificate or certificates shall have been delivered by the Corporation, such certificate or certificates may nevertheless be issued and delivered as though the person or persons who signed such certificate or certificates had not ceased to be such officer or officers of the Corporation.

All certificates for shares of stock shall be consecutively numbered as the same are issued. The name of the person owning the shares represented thereby with the number of such shares and the date of issue thereof shall be entered on the books of the Corporation.

Except as hereinafter provided, all certificates surrendered to the Corporation for transfer shall be canceled, and no new certificates shall be issued until former certificates for the same number of shares have been surrendered and canceled.

SECTION 2. Lost, Stolen or Destroyed Certificates. Whenever a person owning a certificate for shares of stock of the Corporation alleges that it has been lost, stolen or destroyed, he or she shall file in the office of the Corporation an affidavit setting forth, to the best of his or her knowledge and belief, the time, place and circumstances of the loss, theft or destruction, and, if required by the Corporation, a bond of indemnity or other indemnification sufficient in the opinion of the Corporation to indemnify the Corporation and its agents against any claim that may be made against it or them on account of the alleged loss, theft or destruction of any such certificate or the issuance of a new certificate in replacement therefor. Thereupon the Corporation may cause to be issued to such person a new certificate in replacement for the certificate alleged to have been lost, stolen or destroyed. Upon the stub of every new certificate so issued shall be noted the fact of such issue and the number, date and the name of the registered owner of the lost, stolen or destroyed certificate in lieu of which the new certificate is issued.

SECTION 3. Transfer of Shares. Shares of stock of the Corporation shall be transferred on the books of the Corporation by the holder thereof, in person or by his or her attorney duly authorized in writing, upon surrender and cancellation of certificates for the number of shares of stock to be transferred, except as provided in Section 2 of this Article V.

SECTION 4. Regulations. The Board of Directors shall have power and authority to make such rules and regulations as it may deem expedient concerning the issue, transfer and registration of certificates for shares of stock of the Corporation.

SECTION 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting or to receive payment of any dividend or other distribution or allotment of any rights, or to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, as the case may be, the Board of Directors may fix, in advance, a record date, which shall not be (i) more than sixty (60) nor less than ten (10) days before the date of such meeting, or (ii) in the case of corporate action to be taken by consent in writing without a meeting, prior to, or more than ten (10) days after, the date upon which the resolution fixing the record date is adopted by the Board of Directors, or (iii) more than sixty (60) days prior to any other action.

If no record date is fixed, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held; the record date for determining stockholders entitled to express consent to corporate action in writing without a meeting, when no prior action by the Board of Directors is necessary, shall be the day on which the first written consent is delivered to the Corporation; and the record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

SECTION 6. Dividends. Subject to the provisions of the Certificate of Incorporation, the Board of Directors shall have power to declare and pay dividends upon shares of stock of the Corporation, but only out of funds available for the payment of dividends as provided by law.

Subject to the provisions of the Certificate of Incorporation, any dividends declared upon the stock of the Corporation shall be payable on such date or dates as the Board of Directors shall determine. If the date fixed for the payment of any dividend shall in any year fall upon a legal holiday, then the dividend payable on such date shall be paid on the next day not a legal holiday.

SECTION 7. Corporate Seal. The Board of Directors may provide a suitable seal, containing the name of the Corporation, which seal, if any, shall be kept in the custody of the Secretary. A duplicate of the seal may be kept and be used by the President or any other officer of the Corporation designated by the Board of Directors.

SECTION 8. Fiscal Year. The fiscal year of the Corporation shall be such fiscal year as the Board of Directors from time to time by resolution shall determine.

ARTICLE VI
Miscellaneous Provisions

SECTION 1. Checks, Notes, Etc. All checks, drafts, bills of exchange, acceptances, notes or other obligations or orders for the payment of money shall be signed and, if so required by the Board of Directors, countersigned by such officers of the Corporation and/or other persons as the Board of Directors from time to time shall designate.

Checks, drafts, bills of exchange, acceptances, notes, obligations and orders for the payment of money made payable to the Corporation may be endorsed for deposit to the credit of the Corporation with a duly authorized depository by the Treasurer and/or such other officers or persons as the Board of Directors from time to time may designate.

SECTION 2. Loans. No loans and no renewals of any loans shall be contracted on behalf of the Corporation except as authorized by the Board of Directors. When authorized to do so, any officer or agent of the Corporation may effect loans and advances for the Corporation from any bank, trust company or other institution or from any firm, corporation or individual, and for such loans and advances may make, execute and deliver promissory notes, bonds or other evidences of indebtedness of the Corporation. When authorized so to do, any officer or agent of the Corporation may pledge, hypothecate or transfer, as security for the payment of any and all loans, advances, indebtedness and liabilities of the Corporation, any and all stocks, securities and other personal property at any time held by the Corporation, and to that end may endorse, assign and deliver the same. Such authority may be general or confined to specific instances.

SECTION 3. Contracts. Except as otherwise provided by law or in these Bylaws or as otherwise directed by the Board of Directors, the President or any Vice President shall be authorized to execute and deliver, in the name and on behalf of the Corporation, all agreements, bonds, contracts, deeds, mortgages, and other instruments, either for the Corporation’s own account or in a fiduciary or other capacity, and the seal of the Corporation, if appropriate, shall be affixed thereto by any of such officers or the Secretary or an Assistant Secretary. The Board of Directors, the President or any Vice President designated by the Board of Directors may authorize any other officer, employee or agent to execute and deliver, in the name and on behalf of the Corporation, agreements, bonds, contracts, deeds, mortgages, and other instruments, either for the Corporation’s own account or in a fiduciary or other capacity, and, if appropriate, to affix the seal of the Corporation thereto. The grant of such authority by the Board or any such officer may be general or confined to specific instances.

SECTION 4. Waivers of Notice. Whenever any notice whatever is required to be given by law, by the Certificate of Incorporation or by these Bylaws to any person or persons, a waiver thereof in writing, signed by the person entitled to the notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

SECTION 5. Offices Outside of Delaware. Except as otherwise required by the laws of the State of Delaware, the Corporation may have an office or offices and keep its books, documents and papers outside of the State of Delaware at such place or places as from time to time may be determined by the Board of Directors or the President.

ARTICLE VII
Amendments

These Bylaws and any amendment thereof may be altered, amended or repealed, or new Bylaws may be adopted, by the Board of Directors; but these Bylaws and any amendment thereof may be altered, amended or repealed or new Bylaws may be adopted by the holders of a majority of the outstanding stock of the Corporation entitled to vote at any annual meeting or at any special meeting, provided, in the case of any special meeting, that notice of such proposed alteration, amendment, repeal or adoption is included in the notice of the meeting.

CERTIFICATE OF ADOPTION
OF
AMENDED AND RESTATED BYLAWS
OF
YOUTH CARE OF UTAH, INC.

This is to certify:

That I am the duly elected, qualified and acting Secretary of Youth Care of Utah, Inc. (the "Corporation") and the attached Amended and Restated Bylaws were adopted as the Bylaws of the Corporation on February 14, 2003 by the Unanimous Written Consent of the Board of Directors.

Dated effective the 14th day of February, 2003.

/s/ Tim E. Dupell

Tim E. Dupell
Secretary

(Seal)

waller

511 Union Street, Suite 2700
P.O. Box 198966
Nashville, TN 37219-8966

615.244.6380 main
615.244.6804 fax
wallerlaw.com

Exhibit 5.1

July 2, 2015

Acadia Healthcare Company, Inc.
6100 Tower Circle, Suite 1000
Franklin, Tennessee 37067

Re: Registration Statement on Form S-4

Ladies and Gentlemen:

We have acted as counsel to Acadia Healthcare Company, Inc., a Delaware corporation (the "Company"), and the subsidiary guarantors set forth on Exhibit A hereto (collectively, the "Guarantors" and together with the Company, the "Registrants") in connection with the preparation and filing with the Securities and Exchange Commission (the "SEC") of the Company's Registration Statement on Form S-4, as may be amended from time to time (the "Registration Statement"), under the Securities Act of 1933, as amended (the "Securities Act"), relating to the registration of $375,000,000 in aggregate principal amount of 5.625% Senior Notes due 2023 (the "Exchange Notes") and the accompanying guarantees (the "Guarantees").

The Exchange Notes and the Guarantees are to be offered in exchange for $375,000,000 in aggregate principal amount of 5.625% Senior Notes due 2023 (the "Outstanding Notes") and the guarantees of the Outstanding Notes by the Guarantors. The Exchange Notes and the Guarantees will be issued by the Company in accordance with the terms of the Indenture, dated as of February 11, 2015 (as amended and supplemented from time to time, the "Indenture"), among the Company, the Guarantors, and U.S. Bank National Association, as trustee (the "Trustee").

We have examined originals or copies (certified or otherwise identified to our satisfaction) of the Registration Statement, the Indenture, the form of the Exchange Notes filed as an exhibit to the Registration Statement and such corporate records, agreements, documents and other instruments, and such certificates or comparable documents of public officials and of officers and representatives of the Company and the Guarantors, and have made such inquiries of such officers and representatives, as we have deemed relevant and necessary as a basis for the opinion hereinafter set forth.

In such examination, we have assumed the genuineness of all signatures, the legal capacity of natural persons, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified, conformed or photostatic copies and the authenticity of the originals of such latter documents. As to all questions of fact material to this opinion that have not been independently established, we have relied upon certificates or comparable documents of officers and representatives of the Company and the Guarantors.

We have also assumed for purposes of this opinion that the Trustee is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization; that the Trustee is duly qualified to engage in activities contemplated by the Indenture; that the Indenture has been duly authorized, executed and delivered by the Trustee and constitutes the legally valid and binding obligation of the Trustee enforceable against the Trustee in accordance with its terms; that the Trustee is in compliance, with respect to acting as a trustee under the Indenture, with all applicable laws and regulations; and that the Trustee has the requisite organizational and legal power and authority to perform its obligations under the Indenture.

We have also assumed that:

(i) the Registration Statement will be effective at the time the Exchange Notes are offered as contemplated by the Registration Statement;

(ii) any applicable prospectus supplement will have been prepared and filed with the SEC describing the Exchange Notes offered thereby to the extent required by law;

(iii) the Outstanding Notes have been exchanged in the manner described in the prospectus forming a part of the Registration Statement;

(iv) the Indenture has been duly qualified under the Trust Indenture Act of 1939, as amended; and

(v) the Registrants will have obtained any legally required consents, approvals, authorizations and other orders of the SEC and any other federal regulatory agencies necessary for the Exchange Notes to be exchanged, offered and sold in the manner stated in the Registration Statement and any applicable prospectus supplement.

In this opinion letter: (i) Abilene Behavioral Health, LLC, Abilene Holding Company, LLC, Acadia Management Company, LLC, Acadia Merger Sub, LLC, Acadiana Addiction Center, LLC, Austin Behavioral Hospital, LLC, Bayside Marin, Inc., BCA of Detroit, LLC, Behavioral Centers of America, LLC, Cascade Behavioral Holding Company, LLC, Cascade Behavioral Hospital, LLC, Commodore Acquisition Sub, LLC, Comprehensive Addiction Programs, Inc., CRC ED Treatment, Inc., CRC Health Corporation, CRC Health Group, Inc., CRC Holdings, LLC, CRC Recovery, Inc., CRC Weight Management, Inc., Crossroads Regional Hospital, LLC, Four Circles Recovery Center, LLC, Greenleaf Center, LLC, Habit Holdings, Inc., Habit Opco, Inc., Hermitage Behavioral, LLC, HMIH Cedar Crest, LLC, National Specialty Clinics, LLC, Northeast Behavioral Health, LLC, Park Royal Fee Owner, LLC, PHC Meadowwood, LLC, Piney Ridge Treatment Center, LLC, Psychiatric Resource Partners, LLC, Red River Holding Company, LLC, Red River Hospital, LLC, RiverWoods Behavioral Health, LLC, Seven Hills Hospital, Inc., Sierra Tucson Inc., Skyway House, LLC, Sonora Behavioral Health Hospital, LLC, Structure House, LLC, SUWS of the

Carolinas, Inc., Talisman Academy, LLC, TK Behavioral Holding Company, LLC, TK Behavioral, LLC, Valley Behavioral Health System, LLC, Vermilion Hospital, LLC, Village Behavioral Health, LLC, Vista Behavioral Holding Company, LLC, Vista Behavioral Hospital, LLC and Youth Care of Utah, Inc. are collectively referred to as the "Delaware Registrants," (ii) Southwestern Children's Health Services, Inc. is referred to as the "Arizona Registrant," (iii) Ascent Acquisition, LLC, Ascent Acquisition - CYPDC, LLC, Ascent Acquisition - PSC, LLC, Habilitation Center, LLC and Millcreek School of Arkansas, LLC are collectively referred to as the "Arkansas Registrants," (iv) Aspen Education Group, Inc., Aspen Youth, Inc., California Treatment Services, Milwaukee Health Services System, San Diego Health Alliance, San Diego Treatment Services, Sober Living by the Sea, Inc., The Camp Recovery Centers, L.P., Transcultural Health Development, Inc., Treatment Associates, Inc. and WCHS, Inc. are collectively referred to as the "California Registrants," (v) Ten Broeck Tampa, LLC and The Refuge, A Healing Place, LLC are collectively referred to as the "Florida Registrants," (vi) Cartersville Center, Inc. and Lakeland Hospital Acquisition, LLC are collectively referred to as the "Georgia Registrants," (vii) Centerpointe Community Based Services, LLC, East Indiana Treatment Center, LLC, Evansville Treatment Center, LLC, Indianapolis Treatment Center, LLC, Options Treatment Center Acquisition Corporation, Resolute Acquisition Corporation, Richmond Treatment Center, LLC, RTC Resource Acquisition Corporation, Southern Indiana Treatment Center, LLC and Success Acquisition, LLC are collectively referred to as the "Indiana Registrants," (viii) Wichita Treatment Center Inc. is referred to as the "Kansas Registrant," (ix) Baton Rouge Treatment Center, Inc. is referred to as the "Louisiana Registrant," (x) Detroit Behavioral Institute, Inc., PHC of Michigan, Inc., PHC of Nevada, Inc., PHC of Utah, Inc., PHC of Virginia, LLC and Wellplace, Inc. are collectively referred to as the "Massachusetts Registrants," (xi) Millcreek Schools, LLC and Rehabilitation Centers, LLC are collectively referred to as the "Mississippi Registrants," (xii) Austin Eating Disorders Partners, LLC, McCallum Group, LLC, McCallum Properties, LLC and Webster Wellness Professionals, LLC are collectively referred to as the "Missouri Registrants," (xiii) Kids Behavioral Health of Montana, Inc. is referred to as the "Montana Registrant," (xiv) Jayco Administration, Inc. is referred to as the "Nevada Registrant," (xv) Youth and Family Centered Services of New Mexico, Inc. is referred to as the "New Mexico Registrant," (xvi) Generations BH, LLC, Ohio Hospital for Psychiatry, LLC, Shaker Clinic, LLC and Ten Lakes Center, LLC are collectively referred to as the "Ohio Registrants," (xvii) Rolling Hills Hospital, LLC is referred to as the "Oklahoma Registrant," (xviii) CRC Health Oregon, Inc. is referred to as the "Oregon Registrant," (xix) Southwood Psychiatric Hospital, LLC, White Deer Realty, Ltd. and White Deer Run, Inc. are collectively referred to as the "Pennsylvania Registrants," (xx) Rebound Behavioral Health, LLC is referred to as the "South Carolina Registrant," (xxi) CRC Health Tennessee, Inc., Delta Medical Services, LLC, DMC - Memphis, LLC and Volunteer Treatment Center, Inc. are collectively referred to as the "Tennessee Registrants," (xxii) Riverview Behavioral Health, LLC, Sheltered Living Incorporated and Texarkana Behavioral Associates, L.C. are collectively referred to as the "Texas Registrants," (xxiii) Advanced Treatment Systems, Inc., ATS of Cecil County, Inc., ATS of Delaware, Inc., ATS of North Carolina, Inc., BGI of Brandywine, Inc., Bowling Green Inn of Pensacola, Inc., Bowling Green Inn of South Dakota, Inc., CAPS of Virginia, Inc., Galax Treatment Center, Inc., Virginia Treatment Center, Inc. and Wilmington Treatment Center, Inc.are collectively referred to as the "Virginia Registrants," (xxiv) Beckley Treatment Center, LLC,

Charleston Treatment Center, LLC, Clarksburg Treatment Center, LLC, Huntington Treatment Center, LLC, Parkersburg Treatment Center, LLC, Wheeling Treatment Center, LLC and Williamson Treatment Center, LLC are collectively referred to as the "West Virginia Registrants" and (xxv) Coral Health Services, Inc., CRC Wisconsin RD, LLC and Quality Addiction Management, Inc. are collectively referred to as the "Wisconsin Registrants."

Based on the foregoing, and subject to the qualifications stated herein, we are of the opinion that:

1. When the Exchange Notes have been duly executed on behalf of the Company, authenticated by the Trustee and delivered in accordance with the terms of the Indenture and as contemplated by the Registration Statement, the Exchange Notes will constitute valid and binding obligations of the Company, enforceable against it in accordance with their terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

2. When the Guarantees have been duly executed on behalf of the Guarantors and when the Exchange Notes are duly authenticated by the Trustee and delivered in accordance with the terms of the Indenture and as contemplated by the Registration Statement, the Guarantees will constitute valid and binding obligations of the Guarantors, enforceable against each of them in accordance with their terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

In rendering the foregoing opinions, we express no opinion as to the laws of any jurisdiction other than the internal law of the State of New York, the General Corporation Law of the State of Delaware, the Limited Liability Company Act of the State of Delaware, the Tennessee Business Corporation Act of the State of Tennessee and the Revised Limited Liability Company Act of the State of Tennessee. For purposes of our opinion that the Guarantees will be valid and binding obligations of the Guarantors, we have assumed that the Guarantors (other than the Delaware Guarantors and the Tennessee Guarantors) had the requisite power, corporate or other, to enter into and perform all their obligations under the Indenture and the applicable Guarantees and have also assumed the due authorization by all requisite action, corporate or other, and execution and delivery by such parties of such documents and the validity and binding effect thereof. We have also assumed that the execution and delivery of the Indenture and the Guarantees do not and will not conflict with, or require consents under, the laws of such Gurantors' respective states of organization. With respect to such matters in respect of the Guarantors (other than the Delaware Guarantors and the Tennessee Guarantors), we understand that there have been filed with the SEC as exhibits to the Registration Statement opinions of: (i) Lewis Roca Rothgerber LLP with respect to the Arizona Registrant, the New Mexico Registrant and the Nevada registrant, (ii) Dover Dixon Horne PLLC, with respect to the Arkansas Registrants, (iii) Austin Stewart, Esq., with respect to the California Registrants, (iv) Carlton Fields Jorden Burt, P.A., with respect to the Florida Registrants, (v) Sanders, Ranck & Skilling, P.C., with respect to the Georgia Registrants, (vi) Frost Brown Todd LLC, with respect to the Indiana Registrants, the Virginia Registrants and the West Virginia Registrants, (vii) Polsinelli PC, with respect to the Kansas Registrant, (viii) Locke Lord LLP, with respect to the Massachusetts Registrants, (ix) Adams and Reese LLP, with respect to the Mississippi Registrants and the Louisiana Registrant, (x) Husch Blackwell LLP, with respect to the Missouri Registrants, (xi) Karell Dyre Haney PLLP, with respect to the Montana Registrant, (xii) Ice Miller LLP, with respect to the Ohio Registrants, (xiii)

McAfee & Taft A Professional Corporation, with respect to the Oklahoma Registrant, (xiv) Davis Wright Tremaine LLP, with respect to the Oregon Registrant, (xv) Meyer, Unkovic & Scott LLP, with respect to the Pennsylvania Registrants, (xvi) Nelson Mullins Riley & Scarborough LLP, with respect to the South Carolina Registrant, (xvii) McGuire Craddock & Strother, P.C., with respect to the Texas Registrants and (xviii) Lindquist & Vennum LLP, with respect to the Wisconsin Registrants. None of the opinions or other advice contained in this letter considers or covers any foreign or state securities (or "blue sky") laws or regulations.

All opinions expressed are as of the date hereof except where expressly stated otherwise. We assume no obligation to revise or supplement this opinion or advise you of any changes in the foregoing subsequent to the effectiveness of the Registration Statement.

This opinion is furnished to you in connection with the filing of the Registration Statement in accordance with the requirements of Item 601(b)(5) or Regulation S-X under the Securities Act.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the use of our name under the caption "Legal Matters" in the prospectus, which is a part of the Registration Statement. This consent is not to be construed as an admission that we are a party whose consent is required to be filed with the Registration Statement under the provisions of the Securities Act or the rules and regulations of the SEC promulgated thereunder.

Very truly yours,

/s/ Waller Lansden Dortch & Davis, LLP

Exhibit A

Guarantors

Abilene Behavioral Health, LLC
Abilene Holding Company, LLC
Acadia Management Company, LLC
Acadia Merger Sub, LLC
Acadiana Addiction Center, LLC
Advanced Treatment Systems, Inc.
Ascent Acquisition - CYPDC, LLC
Ascent Acquisition - PSC, LLC
Ascent Acquisition, LLC
Aspen Education Group, Inc.
Aspen Youth, Inc.
ATS of Cecil County, Inc.
ATS of Delaware, Inc.
ATS of North Carolina, Inc.
Austin Behavioral Hospital, LLC
Austin Eating Disorders Partners, LLC
Baton Rouge Treatment Center, Inc.
Bayside Marin, Inc.
BCA of Detroit, LLC
Beckley Treatment Center, LLC
Behavioral Centers of America, LLC
BGI of Brandywine, Inc.
Bowling Green Inn of Pensacola, Inc.
Bowling Green Inn of South Dakota, Inc.
California Treatment Services
CAPS of Virginia, Inc.
Cartersville Center, Inc.
Cascade Behavioral Holding Company, LLC
Cascade Behavioral Hospital, LLC
Centerpointe Community Based Services, LLC
Charleston Treatment Center, LLC
Clarksburg Treatment Center, LLC
Commodore Acquisition Sub, LLC
Comprehensive Addiction Programs, Inc.
Coral Health Services, Inc.
CRC ED Treatment, Inc.
CRC Health Corporation
CRC Health Group, Inc.
CRC Health Oregon, Inc.
CRC Health Tennessee, Inc.
CRC Holdings, LLC
CRC Recovery, Inc.
CRC Weight Management, Inc.
CRC Wisconsin RD, LLC
Crossroads Regional Hospital, LLC
Delta Medical Services, LLC
Detroit Behavioral Institute, Inc.
DMC - Memphis, LLC
East Indiana Treatment Center, LLC
Evansville Treatment Center, LLC
Four Circles Recovery Center, LLC
Galax Treatment Center, Inc.
Generations BH, LLC
Greenleaf Center, LLC
Habilitation Center, LLC
Habit Holdings, Inc.
Habit Opco, Inc.
Hermitage Behavioral, LLC
HMIH Cedar Crest, LLC
Huntington Treatment Center, LLC
Indianapolis Treatment Center, LLC
Jayco Administration, Inc.
Kids Behavioral Health of Montana, Inc.
Lakeland Hospital Acquisition, LLC
McCallum Group, LLC
McCallum Properties, LLC
Millcreek School of Arkansas, LLC
Millcreek Schools, LLC
Milwaukee Health Services System
National Specialty Clinics, LLC
Northeast Behavioral Health, LLC
Ohio Hospital for Psychiatry, LLC
Options Treatment Center Acquisition Corporation
Park Royal Fee Owner, LLC
Parkersburg Treatment Center, LLC
PHC Meadowwood, LLC
PHC of Michigan, Inc.
PHC of Nevada, Inc.
PHC of Utah, Inc.
PHC of Virginia, LLC
Piney Ridge Treatment Center, LLC
Psychiatric Resource Partners, LLC
Quality Addiction Management, Inc.
Rebound Behavioral Health, LLC
Red River Holding Company, LLC
Red River Hospital, LLC
Rehabilitation Centers, LLC
Resolute Acquisition Corporation
Richmond Treatment Center, LLC
Riverview Behavioral Health, LLC
RiverWoods Behavioral Health, LLC
Rolling Hills Hospital, LLC
RTC Resource Acquisition Corporation
San Diego Health Alliance
San Diego Treatment Services
Seven Hills Hospital, Inc.
Shaker Clinic, LLC

Sheltered Living Incorporated
Sierra Tucson Inc.
Skyway House, LLC
Sober Living by the Sea, Inc.
Sonora Behavioral Health Hospital, LLC
Southern Indiana Treatment Center, LLC
Southwestern Children's Health Services, Inc.
Southwood Psychiatric Hospital, LLC
Structure House, LLC
Success Acquisition, LLC
SUWS of the Carolinas, Inc.
Talisman Academy, LLC
Ten Broeck Tampa, LLC
Ten Lakes Center, LLC
Texarkana Behavioral Associates, L.C.
The Camp Recovery Centers, L.P.
The Refuge, A Healing Place, LLC
TK Behavioral Holding Company, LLC
TK Behavioral, LLC
Transcultural Health Development, Inc.
Treatment Associates, Inc.
Valley Behavioral Health System, LLC
Vermilion Hospital, LLC
Village Behavioral Health, LLC
Virginia Treatment Center, Inc.
Vista Behavioral Holding Company, LLC
Vista Behavioral Hospital, LLC
Volunteer Treatment Center, Inc.
WCHS, Inc.
Webster Wellness Professionals, LLC
Wellplace, Inc.
Wheeling Treatment Center, LLC
White Deer Realty, Ltd.
White Deer Run, Inc.
Wichita Treatment Center Inc.
Williamson Treatment Center, LLC
Wilmington Treatment Center, Inc.
Youth and Family Centered Services of New Mexico, Inc.
Youth Care of Utah, Inc.

Exhibit 5.2

[Letterhead of Lewis Roca Rothgerber LLP]

July 2, 2015

Youth and Family Centered Services of New Mexico, Inc.
Southwestern Children's Health Services, Inc.
Jayco Administration, Inc.
6100 Tower Circle, Suite 1000
Franklin, TN 37067

RE: Opinion of Local Counsel

Ladies and Gentlemen:

We have acted as Arizona, New Mexico and Nevada local counsel to, respectively, Southwestern Children's Health Services, Inc., an Arizona corporation (the "Arizona Guarantor"), Youth and Family Centered Services of New Mexico, Inc., a New Mexico corporation (the "New Mexico Guarantor") and Jayco Administration, Inc., a Nevada corporation (the "Nevada Guarantor"), which are collectively referred to as the "Guarantors," in connection with the Guarantors' proposed guarantees, along with other guarantors of the Indenture (as hereinafter defined) of $375,000,000 in aggregate principal amount of 5.625% Senior Notes due 2023 (the "Exchange Notes") to be issued by Acadia Healthcare Company, Inc., a Delaware corporation (the "Company"), in connection with an exchange offer to be made pursuant to a Registration Statement on Form S-4 (such Registration Statement, as supplemented or amended, is hereinafter referred to as the "Registration Statement"), to be filed with the Securities and Exchange Commission (the "Commission") on or about July 2, 2015, under the Securities Act of 1933, as amended. The obligations of the Company under the Exchange Notes will be guaranteed by the Guarantors, along with other guarantors (such guarantees are referred to herein collectively as the "Guarantees"). The Exchange Notes and the Guarantees are to be issued pursuant to an Indenture dated as of February 11, 2015 (the "Indenture"), among the Company, the guarantors named therein and U.S. Bank National Association, as trustee.

1. **Documents Reviewed**. For purposes of this opinion, we have examined such questions of law and fact as we have deemed necessary or appropriate, the transaction documents described and identified as "Examined" on **Schedule 1** attached hereto (the "Transaction Documents") and the documents described and identified in **Schedule 2** attached to this letter (identified therein and referred to below as the "Organizational Documents" and "Authorizing Documents," respectively).

2. **Opinions**. Based on the foregoing and subject to the assumptions, qualifications and limitations set forth below it is our opinion that:

(a) Based solely on the New Mexico Organizational Documents, as identified on **Schedule 2** hereto, the New Mexico Guarantor is a validly existing corporation in good standing under the laws of the State of New Mexico.

(b) Based solely on the Arizona Organizational Documents, as identified on **Schedule 2** hereto, the Arizona Guarantor is a validly existing corporation in good standing under the laws of the State of Arizona.

(c) Based solely on the Nevada Organizational Documents, as identified on **Schedule 2** hereto, the Nevada Guarantor is a validly existing corporation in good standing under the laws of the State of Nevada.

(d) The Guarantors have the corporate power and authority to enter into and perform their respective obligations under the Indenture and the Guarantees.

(e) The Guarantors have duly authorized, executed and delivered the Indenture, and have duly authorized the Guarantees.

(f) To our knowledge, the execution and delivery by the Guarantors of the Indenture and the Guarantees does not, and the performance by the Guarantors of their obligations thereunder (including with respect to the Guarantees) will not, conflict with, violate, or constitute a breach of or default under (or an event which with notice or the passage of time would constitute a default under) (A) any of the provisions of the articles of incorporation or bylaws of the Guarantors or (B) any of the laws of the State of New Mexico in the case of the New Mexico Guarantor or the laws of the State of Arizona in the case of the Arizona Guarantor or the laws of the State of Nevada in the case of the Nevada Guarantor.

(g) No consent, approval, authorization or order of any governmental authority in the states of New Mexico, Arizona or Nevada is required in connection with the execution and delivery of the Indenture or is required for the issuance by the Guarantors of the Guarantees.

3. **Assumptions**. In rendering the opinions set forth in this letter, we have, with your consent and without any independent investigation or inquiry, assumed:

(a) The Transaction Documents have been duly and validly authorized, signed and delivered by each party thereto (other than the Guarantors) and have been or will be properly acknowledged, where appropriate.

(b) The genuineness of signatures not witnessed by us, the authenticity of any documents submitted to us as originals and the conformity to originals of documents submitted to us as copies or drafts.

(c) The necessary legal capacity of all natural persons signing the Transaction Documents.

(d) The certifications, representations and warranties as to matters of fact made by the Guarantors in the Transaction Documents are accurate and may be relied upon by us.

(e) The Organizational Documents and Authorizing Documents identified in **Schedule 2** hereto are complete and correct.

(f) No party to the Transaction Documents is named or is acting in, engaging in, instigating or facilitating the Transaction Documents, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person", or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control;

(g) The Transaction Documents accurately and completely describe and contain the parties' mutual intent, understanding and business purposes, and there are no oral or written statements, agreements, understandings or negotiations, nor any usage of trade or course of prior dealing among the parties, that directly or indirectly modify, define, amend, supplement or vary, or purport to do so, any of the terms of the Transaction Documents or any of the parties' rights or obligations thereunder, by waiver or otherwise;

(h) Each of the Transaction Documents will have attached thereto, at the time of signing and delivery, all exhibits and schedules referenced therein;

(i) The Registration Statement will be effective at the time the Exchange Notes are offered as contemplated by the Registration Statement;

(j) Any applicable prospectus supplement will have been prepared and filed with the Commission describing the Exchange Notes offered thereby to the extent necessary;

(k) The Outstanding Notes (as defined in the Registration Statement) have been exchanged in the manner described in the prospectus forming a part of the Registration Statement;

(l) The Indenture has been duly qualified under the Trust Indenture Act of 1939, as amended; and

(m) The Company and the Guarantors will have obtained any legally required consents, approvals, authorizations and other orders of the Commission and any other federal regulatory agencies necessary for the Exchange Notes to be exchanged, offered and sold in the manner stated in the Registration Statement and any applicable prospectus supplement.

4. **Exceptions and Qualifications**. The opinions set forth in this letter are subject to the following exceptions and qualifications:

(a) We are expressing no opinion as to any consents, approvals, authorizations or other action by, or filing with, any Arizona (with respect to the Arizona Guarantor) or New Mexico (with respect to the New Mexico Guarantor) or Nevada (with respect to the Nevada Guarantor) governmental agencies that are required pursuant to the terms of any agreements to which such agencies are parties and that are applicable to the Arizona Guarantor, New Mexico Guarantor or Nevada Guarantor, as applicable, but that are not generally applicable to persons engaged in non-regulated businesses in New Mexico (with respect to the New Mexico Guarantor), Arizona (with respect to the Arizona Guarantor) or Nevada (with respect to the Nevada Guarantor.

(b) We do not purport to express any opinion concerning (a) any law other than those of the State of New Mexico (in the cases of the New Mexico Guarantor), the State of Arizona (in the case of the Arizona Guarantor), or the State of Nevada (in the case of the Nevada Guarantor) and the case law decided thereunder, and (b) the "Blue Sky" laws and regulations of New Mexico, Arizona and Nevada. Although certain members of this firm are admitted to practice in other states, we have not examined the laws of any state other than New Mexico, Arizona and Nevada, nor have we consulted with members of this firm who are admitted in other jurisdictions with respect to the laws of such jurisdictions.

(c) The opinions set forth in this letter are limited in all respects to New Mexico, Arizona and Nevada laws now in effect, to the matters set forth herein and as of the date hereof, and we assume no obligation to revise or supplement the opinions set forth in this letter should any such law be changed by legislative action, judicial decision or otherwise.

(d) Our opinions set forth in paragraphs 2(a), (b) and (c) above are effective as to each of the Guarantors, only as of the dates of the Certificate of Good Standing and Compliance (in the case of the New Mexico Guarantor), the Certificate of Good Standing (in the case of the Arizona Guarantor), and the Certificate of Existence with Status in Good Standing described under "Organizational Documents" in **Schedule 2** hereto, pertaining to each respectively, as applicable.

(e) As used in this letter, "knowledge" means, without investigation, analysis, or review of court or other public records or our files or other inquiry, and in addition with respect to this law firm, means the conscious awareness of facts or other information by the lawyer who signs this letter, any lawyer who assists in its preparation, or any other lawyer of this firm who regularly advises the Guarantors.

(f) Waller Landsden Dortch & Davis, L.L.P. may rely upon this opinion in connection with its opinion addressed to the Company, filed as Exhibit 5.1 to the Registration Statement, to the same extent as if it were an addressee hereof. We hereby consent to the filing of this opinion with the Commission as Exhibit 5.2 to the Registration Statement. We also consent to the reference to our firm under the heading "Legal Matters" in the Registration Statement.

Very Truly Yours,

/s/ LEWIS ROCA ROTHGERBER LLP

LEWIS ROCA ROTHGERBER LLP

Schedule 1

Transaction Documents

- Indenture, dated February 11, 2015 among the Company, Guarantors and U.S. Bank, National Association, as Trustee, with respect to the Notes. **[Examined.]**
- Registration Rights Agreement, dated February 11, 2015, by and among the Company, the Guarantors and Merrill Lynch, Pierce, Fenner & Smyth Incorporated and Jefferies LLC as representatives of the Initial Purchasers named therein. **[Examined.]**
- Registration Statement on Form S-4. **[Examined.]**
- Exchange Note. **[Examined.]**
- Notation of Guarantee. [**Examined.**]

Schedule 2

Guarantor Organizational and Authorizing Documents

ORGANIZATIONAL DOCUMENTS

Certificates

Secretary's Certificate of the Guarantors dated July 2, 2015, signed by Christopher L. Howard, Vice President and Secretary and David Duckworth, Vice President and Treasurer (the "Secretary's Certificate")

Officer's Certificate of the Guarantors dated July 2, 2015, signed by Christopher L. Howard, Vice President and Secretary and David Duckworth, Vice President and Treasurer (the "Officer's Certificate")

New Mexico Organizational Documents:

Youth and Family Centered Services of New Mexico, Inc.

- Copy of Certificate of Comparison issued by the New Mexico Public Regulation Commission ("NM Commission"), dated March 4, 2013, under No. 1729185 to which is attached:
    - Copy of Certificate of Incorporation, dated May 8, 1995, issued by the NM Commission with a duplicate of Articles of Incorporation;
    - Copy of Certificate of Amendment, dated December 2, 1997, issued by the NM Commission with a duplicate of Articles of Amendment to Articles of Incorporation;
- Certificate of Good Standing and Compliance, dated June 18, 2015 issued by the Secretary of the State of New Mexico.
- Youth and Family Centered Services of New Mexico, Inc., Amended and Restated Bylaws Adopted as of January 22, 2001, certified by the Secretary of such Guarantor as of July 2, 2015.

Arizona Organizational Documents:

Southwestern Children's Health Services, Inc.

- Copy of Amended and Restated Articles of Incorporation, dated January 22, 2001, certified March 5, 2013, as filed by the Arizona Corporation Commission ("ACC") under No. 0723253-6;
- Copy of Articles of Amendment, dated January 29, 2001, certified on March 5, 2013, as filed by the ACC under No. 0723253-6;
- Copies of Articles of Merger, dated October 8, 2010, certified on March 5, 2013, as filed by the ACC under No. 0723253-6;
- Certificate of Good Standing, dated June 18, 2015, issued by the ACC.
- Southwestern Children's Health Services, Inc., Bylaws Adopted as of January 22, 2001, certified by the Secretary of such Guarantor as of July 2, 2015.

Nevada Organizational Documents:

Jayco Administration, Inc.

- Copy of the Articles of Incorporation with a file date of February 10, 2000, Certified January 9, 2015 by the Nevada Secretary of State (the "NSOS") under Nevada Business I.D. NV20001207382, Entity No. C3699-2000;
- Certificate of Existence with Status in Good Standing dated June 18, 2015, issued by the NSOS.
- Jayco Administration, Inc. Bylaws, Certified by the Secretary of such Guarantor as of July 2, 2015.

AUTHORIZING DOCUMENTS

- Action by Written Consent in Lieu of a Special Meeting of the Board of Directors of Southwestern Children's Health Services, Inc., Youth and Family Centered Services of New Mexico, Inc., Jayco Administration, Inc. and others, certified by the Secretary of such Guarantor as of July 2, 2015, with Exhibits A – F attached.

Exhibit 5.3

[Letterhead of DOVER DIXON HORNE PLLC]

July 2, 2015

Arkansas Guarantors
6100 Tower Circle, Suite 1000
Franklin, Tennessee 37067

Re: Acadia Healthcare Company, Inc.
Exchange Offer for 5.625% Senior Notes
Due 2022

Ladies and Gentlemen:

We have acted as special Arkansas counsel to the Arkansas subsidiary companies of Acadia Healthcare Company, Inc., listed in Schedule 1 (the "Local Entities") in connection with the execution and delivery of the Transaction Documents (Indenture and Registration Rights Agreement). The Local Entities are collectively referred to as the "Arkansas Guarantors," in connection with the proposed guarantee from each of the Arkansas Guarantors, along with the other guarantors under the Indenture (as hereinafter defined), of $375,000,000 in aggregate principal amount of 5.625% Senior Notes due 2023 (the "Exchange Notes") to be issued by Acadia Healthcare Company, Inc., a Delaware corporation (the "Company"), in connection with an exchange offer to be made pursuant to a Registration Statement on Form S-4 (such Registration Statement, as supplemented or amended, is hereinafter referred to as the "Registration Statement"), to be filed with the Securities and Exchange Commission (the "Commission") on or about July 2, 2015, under the Securities Act of 1933, as amended (the "Securities Act"). The obligations of the Company under the Exchange Notes will be guaranteed by the Arkansas Guarantors (the "Guarantees"), along with other guarantors. The Exchange Notes and the Guarantees are to be issued pursuant to an Indenture, dated as of February 11, 2015 (the "Indenture"), among the Company, the guarantors named therein and U.S. Bank National Association, as trustee.

In connection with issuing this opinion letter, we have examined originals, or copies certified or otherwise identified to our satisfaction, of such documents, corporate records and other instruments as we have deemed necessary for the purposes of this opinion, including (i) the organizational documents of the Arkansas Guarantors, (ii) resolutions of the Arkansas Guarantors with respect to the issuance of the Guarantees, (iii) the Indenture, (iv) the Registration Statement and (v) the Registration Rights Agreement, dated as of February 11, 2015, among the Company, the Arkansas Guarantors, the other guarantors party thereto and Merrill Lynch, Pierce, Fenner & Smith Incorporated.

We have, with your permission, assumed and relied upon the truth and completeness as to matters of fact of the documents submitted to us for review, current through the date hereof, notwithstanding any earlier "through" date referenced, as well as the facts and representations and warranties of the "Local Entities" set forth in the Secretary's Certificates dated July 2, 2015.

Based on the foregoing and subject to the qualifications and exceptions herein contained, we are of the opinion that:

(1) The Arkansas Guarantors are corporations or limited liability companies, as the case may be, each existing and in good standing under the laws of the State of Arkansas, as evidenced by the Good Standing Certificates issued by the office of the Arkansas Secretary of State, for each Arkansas Guarantor, dated either June 18, 2015 or June 19, 2015, as applicable.

(2) The Arkansas Guarantors have the corporate or limited liability company, as the case may be, power and authority to enter into and perform their obligations under the Indenture and the Guarantees.

(3) The Arkansas Guarantors have duly authorized, executed and delivered the Indenture and have duly authorized the Guarantees.

(4) The execution and delivery of the Indenture and the Guarantees by the Arkansas Guarantors and the performance by the Arkansas Guarantors of their obligations thereunder (including with respect to the Guarantees) do not and will not conflict with or constitute or result in a breach or default under (or an event which with notice or the passage of time or both would constitute a default under) or violation of any of, (i) the articles of incorporation or organization, bylaws or operating agreements (as is applicable to the "Local Entity") or other organizational documents of the Arkansas Guarantors or (ii) any statute or governmental rule or regulation of the State of Arkansas.

(5) No consent, approval, authorization or order of any State of Arkansas court or governmental authority of the State of Arkansas was required in connection with the execution and delivery of the Indenture or is required for the issuance by the Arkansas Guarantors of the Guarantees.

Our opinions are subject to the following further exceptions, exclusions, limitations, assumptions and qualifications:

We have, with your permission, assumed that each public authority document reviewed by us for the purpose of rendering this opinion letter is accurate, complete, and authentic, and all official public records (including their proper indexing and filing) are accurate and complete;

We have, with your permission, assumed that the conduct of the parties to the transaction has complied with any requirement of good faith, fair dealing, and conscionability;

We have, with your permission, assumed that there are no agreements or understandings among the parties, written or oral, and there is no usage of trade or course of prior dealing among the parties that would, in either case, define, supplement, or qualify the terms of the documents reviewed;

We have, with your permission, assumed that each of the documents that purports to be governed in whole or in part by the laws of a jurisdiction other than Arkansas constitutes the legal, valid, binding, and enforceable obligation of all parties thereto under the laws of such jurisdiction;

The consideration giving rise to the obligations set forth in the documents has been paid, delivered, or incurred, as the case may be, and constitutes fair and reasonably equivalent value to the Local Entities; and,

We render no opinion herein whatsoever regarding (i) the compliance with, or any governmental or regulatory filing, approval, authorization, license or consent required by or under any (A) health or environmental law, (B) antitrust law, (C) securities law, (D) taxation law, (E) worker health or safety, subdivision, building code, use and occupancy, zoning or permitting or land use matter, (F) patent, trademark or copyright law (including, but not limited to, any filings and registrations of any patent, trademark or copyright with any governmental authority), or (G) labor or employment law (including, but not limited to, pension and employee benefit law, rule or regulation); or (ii) the compliance or noncompliance of any real estate, personal property or business operations of the Local Entities with federal, state or local laws, statutes, ordinances, rules or regulations.

This opinion letter is strictly limited to the matters stated herein and no other or more extensive opinion is intended, implied or to be inferred beyond the matters expressly stated herein. This opinion letter is not a guaranty and should not be construed or relied on as such.

This opinion letter is given as of the date hereof. We assume no obligation to update or supplement this opinion letter to reflect any facts or circumstances which may hereafter come to our attention or any changes in laws which may hereafter occur.

Waller Lansden Dortch & Davis, LLP may rely upon this opinion in connection with its opinion addressed to the Company, filed as Exhibit 5.3 to the Registration Statement, to the same extent as if it were an addressee hereof.

We hereby consent to the filing of this opinion with the Commission as Exhibit 5 to the Registration Statement. We also consent to the reference to our firm under the heading “Legal Matters” in the Registration Statement.

Very truly yours,

DOVER DIXON HORNE PLLC

/s/ Steve L. Riggs

Steve L. Riggs

Schedule 1

Ascent Acquisition, LLC
Ascent Acquisition – CYPDC, LLC
Ascent Acquisition – PSC, LLC
Habilitation Center, LLC
Millcreek School of Arkansas, LLC

Exhibit 5.4

July 2, 2015

Aspen Education Group, Inc., a California corporation
Aspen Youth, Inc., a California corporation
California Treatment Services, a California general partnership
Milwaukee Health Services System, a California general partnership
San Diego Health Alliance, a California corporation
San Diego Treatment Services, a California general partnership
Sober Living by the Sea, Inc., a California corporation
The Camp Recovery Centers, L.P., a California limited partnership
Transcultural Health Development, Inc., a California corporation
Treatment Associates, Inc., a California corporation
WCHS, Inc., a California corporation

c/o Acadia Healthcare Company, Inc.
6100 Tower Circle, Suite 1000
Franklin, Tennessee 37067

Ladies and Gentlemen:

We have acted as special California counsel for the entities listed on Schedule A, attached hereto (collectively, the "**California Guarantors**"), in connection with the proposed guarantee from each of the California Guarantors, along with the other guarantors under the Indenture (as hereinafter defined) of $375,000,000 in aggregate principal amount of 5.625% Senior Notes due 2023 (the "**Exchange Notes**") to be issued by Acadia Healthcare Company, Inc., a Delaware corporation (the "**Company**"), in connection with an exchange offer to be made pursuant to a Registration Statement on Form S-4 (such Registration Statement, as supplemented or amended, is hereinafter referred to as the "**Registration Statement**"), to be filed with the Securities and Exchange Commission (the "**Commission**") on or about July 2, 2015, under the Securities Act of 1933, as amended (the "**Securities Act**"). The obligations of the Company under the Exchange Notes will be guaranteed by the California Guarantors along with other guarantors (the "**Guarantees**"). The Exchange Notes and the Guarantees are to be issued pursuant to an Indenture, dated as of February 11, 2015 (the "**Indenture**"), among the Company, the guarantors named therein and U.S. Bank National Association, as trustee ("**Trustee**"). The Exchange Notes, Registration Statement, the Registration Rights Agreement (as defined below), the Indenture and the Guarantees are collectively referred to herein as the "**Credit Documents**".

This opinion is being delivered pursuant to the Indenture. Capitalized Terms used without definition herein have the meanings assigned to such terms in the Indenture. The transaction reflected in the Indenture, as it applies to the California Guarantors organized under the laws of the State of California (the "**State**"), is herein referred to as the "**Transaction**". The California corporations listed on Schedule A are referred to collectively herein as the

"**Corporate Guarantors**"; the California limited partnership listed on Schedule A is referred to herein as the "**LP Guarantor**"; and the California general partnerships listed on Schedule A are referred to collectively herein as the "**GP Guarantors**".

A. In connection with issuing this opinion letter, we have examined originals, or copies certified or otherwise identified to our satisfaction, of such documents, corporate records and other instruments as we have deemed necessary for the purposes of this opinion, including (i) the organizational documents of the California Guarantors and, excepting the GP Guarantors, copies of certified Articles and Good Standing Certificates issued by the State (collectively "**Governing Documents**"), (ii) resolutions of the Board of Directors of the Corporate Guarantors with respect to the issuance of the Guarantees and the unanimous written consent of the general partner(s) of the LP Guarantor and GP Guarantors, (iii) Secretary's Certificate of the Guarantors verifying the foregoing resolutions and consents (the "**Secretary's Certificate**"), (iv) the Indenture, (v) the Registration Statement, (vi) the Registration Rights Agreement, dated as of February 11, 2015 (the "**Registration Rights Agreement**"), among the Company, the California Guarantors, the other guarantors party thereto and Merrill Lynch, Pierce, Fenner & Smith Incorporated ("**Merrill**"), and (vii) such other documents and certificates and such matters of law as we have deemed necessary for purposes of this opinion.

B. Our opinions expressed below as to the good standing of the Corporate Guarantors and the LP Guarantor under the laws of the State (it being acknowledged that the GP Guarantors are not registered in the State) is based solely upon the certified articles and good standing certificates issued by the California Secretary of State as of June 19, 2015, for each of the Corporate Guarantors and the LP Guarantor (collectively, the "**Certificates**"). We have made no additional investigation after the respective dates of those Certificates in rendering our opinions below. Our opinion expressed below as to the good standing of the GP Guarantors is based solely upon the Secretary's Certificate for the GP Guarantors.

C. For purposes of this opinion, we have assumed, with your approval and without independent investigation, the following:

(a) Copies of the Credit Documents executed or to be executed by each party thereto (other than the California Guarantors) have been duly authorized, executed and delivered by such parties. The Credit Documents are the legal, valid and binding obligation of each party thereto, (other than the California Guarantors) enforceable against such party in accordance with their terms. The final Credit Documents are in the form that we have examined, have been properly authorized, executed, completed, and delivered by the appropriate parties, and have the correct exhibits attached thereto.

(b) All signatures (other than the signatures of the persons executing on behalf of the California Guarantors) on the Credit Documents and the other documents and instruments we have received for review are genuine, all natural persons who are signatories are legally competent to execute and deliver said documents, all documents and instruments submitted to us as originals are authentic and complete, all documents and instruments submitted to us as copies conform to the originals and are complete and accurate, none of the aforesaid documents have been subsequently modified or terminated, and none of the rights or obligations under said documents have been waived or released.

(c) As to factual matters, we have relied solely upon, and assumed the accuracy, completeness and genuineness of certificates of public officials and the oral and written representations made to us by the California Guarantors, including but not limited to the Secretary's Certificate. In addition, we have assumed that the representations and warranties as to factual matters made by the California Guarantors in the Guarantees and any other Credit Documents to which they are a party are true and correct. We have made no independent investigation of any of the facts stated in any such certificate or representation; however, nothing has come to our attention which would lead us to believe that such facts are inaccurate.

(d) Where we render an opinion "to our knowledge", it is intended to indicate that during the course of our representation of the California Guarantors, in connection with the Transaction, no information that would give us current actual knowledge of the inaccuracy of such statement has come to the attention of those attorneys in this firm who have rendered or are rendering legal services to said party in connection with the Transaction. However, except as otherwise expressly indicated herein, we have not undertaken any independent investigation to determine the accuracy of such statements and any limited inquiry undertaken by us during the preparation of this opinion letter should not be regarded as such an investigation; no inference as to our knowledge of any matters bearing on the accuracy of any such statement should be drawn from the fact of our representation of the California Guarantors.

(e) There are no separate agreements between the parties to the Credit Documents which would expand or otherwise modify the respective rights and obligations of the parties thereto.

D. Based upon the foregoing and our examination of such questions of fact and law as we have deemed necessary or appropriate for our opinion, and subject to the limitations and qualifications expressed herein, it is our opinion that:

(a) The California Guarantors are (i) with respect to the Corporate Guarantors, corporations validly existing and in good standing under the laws of the State, (ii) with respect to the LP Guarantor, a California limited liability company validly existing and in good standing under the laws of the State, and (iii) with respect to the GP Guarantors, general partnerships validly existing under the laws of the State.

(b) The California Guarantors have the corporate and partnership power and authority to enter into and perform their obligations under the Credit Documents.

(c) The California Guarantors have duly authorized, executed and delivered the Credit Documents to which each is a party, respectively, and have duly authorized the Guarantees.

(d) The execution and delivery of the Credit Documents by the California Guarantors and the performance by the California Guarantors of their obligations thereunder (including with

respect to the Guarantees) do not and will not conflict with or constitute or result in a breach or default under (or an event which with notice or the passage of time or both would constitute a default under) or violation of any of, (i) the Articles of Incorporation and Bylaws of the Corporate Guarantors, the Articles of Organization and Limited Partnership Agreement of the LP Guarantors, and the General Partnership Agreements of the GP Guarantors, or (ii) any law, statute or governmental rule or regulation of the State of California.

(e) No consent, approval, authorization or order of any State court or governmental authority of the State was required in connection with the execution and delivery of the Credit Documents or is required for the issuance by the California Guarantors of the Guarantees.

E. OTHER LIMITATIONS AND EXCLUSIONS**.** The opinions hereinabove expressed are also subject to the following limitations and exclusions.

(a) We are licensed to practice law only in the State of California. Accordingly, the foregoing opinions are limited in all respects to applicable existing laws of the United States and the State of California, and we have made no inquiry into, and express no opinion as to, the statutes, regulations, treaties or common laws of any other nation, state or jurisdiction (herein "**Laws of Other Jurisdictions**"). We assume no responsibility as to the applicability to the Credit Documents, or the effect thereon, of the Laws of Other Jurisdictions, and we express no opinion on any provisions in the Credit Documents respecting the governance, interpretation or enforcement thereof.

(b) We express no opinion as to the enforceability of any provisions of the Credit Documents.

(c) We have not reviewed, and express no opinion on: (i) financial covenants or similar provisions requiring financial calculations or determinations to ascertain compliance; or (ii) provisions relating to the occurrence of a "material adverse event" or words of similar import contained in any such agreement or instrument.

(d) No opinion is rendered herein concerning the effect or application of state "blue sky" laws.

(e) We express no opinion with respect to any security interest in any personal property, including without limitation any copyrights, patents, trademarks, service marks or other and, without limiting the generality of the foregoing, we express no opinion as to the effect of any federal laws relating to copyrights, patents, trademarks, service marks or other intellectual property on the opinions expressed herein.

(f) Our opinion with respect to the "valid" existence of the GP Guarantors is qualified to mean only that the GP Guarantors have not been terminated or merged or converted into another entity.

(g) Our opinions expressed herein are subject to applicable bankruptcy, fraudulent conveyance or similar laws.

This opinion is rendered based on the facts and circumstances, together with all applicable constitutional, legislative, judicial and administrative provisions, statutes, regulations, decisions, rulings, orders, ordinances and other laws of the State of California and of the United States of America, existing on the date of this opinion, and we express no opinion as to the effect on the Credit Documents under any statute, rule, regulation or other law enacted, of any court decision rendered, or of the conduct of any person, which occurs after the date of this opinion. Moreover, we assume no obligation to advise you or any other person of any change, whether factual or legal, and whether or not material, that may hereafter arise or be brought to our attention after the date hereof.

Waller Lansden Dortch & Davis, LLP may rely upon this opinion in connection with its opinion addressed to the Company, filed as Exhibit 5.1 to the Registration Statement, to the same extent as if it were an addressee hereof. We hereby consent to the filing of this opinion with the Commission as Exhibit 5.4 to the Registration Statement. We also consent to the reference to our firm under the heading “Legal Matters” in the Registration Statement.

Very truly yours,

/s/ Austin Stewart, Esq.

Austin Stewart, Esq.

SCHEDULE A

CALIFORNIA GUARANTORS

Aspen Education Group, Inc., a California corporation

Aspen Youth, Inc., a California corporation

California Treatment Services, a California general partnership

Milwaukee Health Services System, a California general partnership

San Diego Health Alliance, a California corporation

San Diego Treatment Services, a California general partnership

Sober Living by the Sea, Inc., a California corporation

The Camp Recovery Centers, L.P., a California limited partnership

Transcultural Health Development, Inc., a California corporation

Treatment Associates, Inc., a California corporation

WCHS, Inc., a California corporation

Exhibit 5.5

[Letterhead of Carlton Fields Jorden Burt, P.A.]

July 2, 2015

Ten Broeck Tampa, LLC
6100 Tower Circle, Suite 1000
Franklin, Tennessee 37067

The Refuge, A Healing Place, LLC
6100 Tower Circle, Suite 1000
Franklin, Tennessee 37067

Re: Registration Statement on Form S-4

Ladies and Gentlemen:

We are issuing this opinion letter in our capacity as special Florida counsel to Ten Broeck Tampa, LLC, a Florida limited liability company ("Ten Broeck") and The Refuge, A Healing Place, LLC, a Florida limited liability company ("The Refuge"; together with Ten Broeck, the "Florida Entities") in connection with the Florida Entities' proposed guaranty, along with other guarantors under the Indenture (as defined below), of $375,000,000 in aggregate principal amount of 5.625% Senior Notes due 2023 ("Exchange Notes") to be issued by Acadia Healthcare Company, Inc., a Delaware corporation ("Company"), in connection with an exchange offer to be made pursuant to a Registration Statement on Form S-4 (such Registration Statement, as supplemented or amended, is hereinafter referred to as the "Registration Statement") to be filed with the Securities and Exchange Commission ("Commission") on or about July 2, 2015, under the Securities Act of 1933, as amended ("Securities Act"). The obligations of the Company under the Exchange Notes will be guaranteed by the Florida Entities ("Guarantees"), along with other guarantors. The Exchange Notes and Guarantees are to be issued pursuant to an Indenture dated as of February 11, 2015, by and among Company, the Guarantors (as defined therein) and U.S. Bank National Association, as trustee, as supplemented ("Indenture").

In connection with this opinion, we have examined originals or copies, certified or otherwise identified to our satisfaction, of various documents, including the following:

(i) the Indenture;

(ii) the Registration Statement;

(iii) the Registration Rights Agreement dated as of February 11, 2015, among the Company, the Florida Entities, the other guarantors party thereto, Merrill Lynch, Pierce, Fenner & Smith Incorporated and Jefferies LLC; and

(iv) The following documents (hereinafter referred to as the "Charter Documents"):

A. Articles of Organization of Ten Broeck, certified by the Secretary of State of the State of Florida ("Florida Secretary", as certified by an officer of Ten Broeck as of July 2, 2015;

B. Articles of Organization of The Refuge, certified by the Florida Secretary, as certified by an officer of The Refuge as of July 2, 2015;

C. Operating Agreement of Ten Broeck certified as true, correct and complete by Ten Broeck;

D. Second Amended and Restated Limited Liability Company Agreement of The Refuge certified as true, correct and complete by The Refuge;

E. Certificates of Active Status for each of Ten Broeck and The Refuge, issued by the Florida Secretary on June 18, 2015;

F. Secretary's Certificate of the Florida Entities dated as of July 2, 2015;

G. Resolutions of the sole member for Ten Broeck dated February 5, 2015; and

H. Resolutions of the sole member for The Refuge dated February 5, 2015.

For purposes of this opinion, we have assumed the authenticity of all documents submitted to us as originals, the conformity to the originals of all documents submitted to us as copies and the authenticity of the originals of all documents submitted to us as copies. We have also assumed the legal capacity of all natural persons, the genuineness of the signatures of persons signing all documents in connection with which this opinion is rendered, the authority of such persons signing on behalf of the parties thereto other than the Florida Entities and the due authorization, execution and delivery of all documents by the parties thereto other than the Florida Entities. We have not independently established or verified any facts relevant to the opinions expressed herein, but have relied upon statements and representations of officers and other representatives of the Company and the Florida Entities.

We have also assumed that:

(i) the Registration Statement will be effective at the time the Exchange Notes are offered as contemplated by the Registration Statement;

(ii) any applicable prospectus supplement will have been prepared and filed with the Commission describing the Exchange Notes offered thereby to the extent necessary;

(iii) the Outstanding Notes (as defined in the Registration Statement) have been exchanged in the manner described in the prospectus forming a part of the Registration Statement;

(iv) the Indenture has been duly qualified under the Trust Indenture Act of 1939, as amended; and

(v) the Company and Florida Guarantors will have obtained any legally required consents, approvals, authorizations and other orders of the Commission and any other federal regulatory agencies necessary for the Exchange Notes to be exchanged, offered and sold in the manner stated in the Registration Statement and any applicable prospectus supplement.

Based solely on the foregoing, and in reliance thereon, and subject to the assumptions, limitations, and exceptions set forth herein, we are of the opinion that:

1. Ten Broeck is a limited liability company organized, validly existing, and with active status under the laws of the State of Florida.

2. The Refuge is a limited liability company organized, validly existing, and with active status under the laws of the State of Florida.

3. Each Florida Entity has all requisite company power and authority, as applicable, to enter into and perform its obligations under the Indenture and the Guarantees.

4. The execution, delivery, and performance by each of the Florida Entities of each of the Indenture and Guarantee and the consummation of the transactions contemplated thereby have been duly authorized by all requisite limited liability company action, as applicable, necessary on the part of the Florida Entities under their respective Charter Documents.

5. Each of the Florida Entities has duly executed and delivered the Indenture.

6. The execution and delivery by each Florida Entity of the Indenture and the Guarantees and the performance by each Florida Entity of its obligations thereunder (including with respect to the Guarantees) do not and will not contravene, conflict with, or violate any of (i) the Charter Documents of each Florida Entity or (ii) any statute or governmental rule or regulation of the State of Florida.

7. No consent, authorization, approval, or filing with any state, or local governmental agencies, authorities, or instrumentalities was required in connection with the execution and delivery of the Indenture or is required for the issuance by each of the Florida Entities of the Guarantees.

Our opinions expressed above are subject to the qualifications that we express no opinion as to the applicability of, compliance with, or effect of (i) any law except the laws of the State of Florida and the Florida case law decided thereunder and (ii) the “Blue Sky” laws and regulations of Florida.

This opinion is limited to the specific issues addressed herein and no opinion may be inferred or implied beyond that expressly stated herein. We assume no obligations to revise or supplement this opinion after the date of the effectiveness of the Registration Statement should the present laws of the State of Florida be changed by legislative action, judicial decision or otherwise.

Waller Lansden Dortch & Davis, LLP may rely upon this opinion in connection with its opinion addressed to the Company, filed as Exhibit 5.1 to the Registration Statement, to the same extent as if it were an addressee hereof.

We hereby consent to the filing of this opinion with the Commission as Exhibit 5.5 to the Registration Statement. We also consent to the reference to our firm under the heading “Legal Matters” in the Registration Statement. In giving this consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act.

Very truly yours,

CARLTON FIELDS JORDEN BURT, P.A.

By: /s/ Shannon B. Gray
Shannon B. Gray

SBG/djd

Exhibit 5.6

[Letterhead of SANDERS, RANCK & SKILLING, P.C.]

July 2, 2015

Lakeland Hospital Acquisition, LLC
Cartersville Center, Inc.
6100 Tower Circle, Suite 1000
Franklin, Tennessee 37067

Re: Registration Statement on Form S-4

Ladies and Gentlemen:

We have acted as special Georgia counsel to Cartersville Center, Inc., a Georgia corporation and Lakeland Hospital Acquisition, LLC a Georgia limited liability company (collectively, the "Georgia Guarantors"). We are issuing this opinion letter in our capacity as special Georgia counsel to the Georgia Guarantors, in connection with the Guarantors' proposed guarantee, along with the other guarantors under the Indenture (as defined below), of $375,000,000 of the Company's 5.625 % Senior Notes due 2023 (the "Notes") (the "Exchange Notes") to be issued by Acadia Healthcare Company, Inc., a Delaware corporation (the "Company"), in connection with an exchange offer to be made pursuant to a Registration Statement on Form S-4 (such Registration Statement, as supplemented or amended, is hereinafter referred to as the "Registration Statement"), to be filed with the Securities and Exchange Commission (the "Commission") on or about July 2, 2015, under the Securities Act of 1933, as amended (the "Securities Act"). The obligations of the Company under the Exchange Notes will be guaranteed by the Georgia Guarantors (the "Guarantees"), along with other guarantors. The Exchange Notes and the Guarantees are to be issued pursuant to an Indenture, dated as of February 11, 2015 (the "Indenture"), among the Company, the guarantors named therein and U.S. Bank National Association, as trustee.

In connection with issuing this opinion letter, we have examined originals, or copies certified or otherwise identified to our satisfaction, of such documents, corporate records and other instruments as we have deemed necessary for the purposes of this opinion, including (i) the organizational documents of the Georgia Guarantors, (ii) resolutions of the boards of directors of the Georgia Guarantors with respect to the issuance of the Guarantees, (iii) the Indenture, (iv) the Registration Statement and (v) the Registration Rights Agreement, dated as of February 11, 2015, by and among the Company, the Georgia Guarantors, the other guarantors party thereto and Jefferies & Company, Inc., as initial purchaser (the "Registration Rights Agreement" and collectively with the Indenture, Guarantee, and Registration Statement, the "Securities Documents").

For purposes of this opinion, we have assumed the authenticity of all documents submitted to us as originals, the conformity to the originals of all documents submitted to us as copies and the authenticity of the originals of all documents submitted to us as copies. We have also assumed the legal capacity of all natural persons, the genuineness of the signatures of persons signing all documents in connection with which this opinion is rendered, the authority of such persons signing on behalf of the parties thereto other than the Georgia Guarantors and the due authorization, execution and delivery of all documents by the parties thereto other than the Georgia Guarantors. We have not independently established or verified any facts relevant to the opinions expressed herein, but have relied upon statements and representations of officers and other representatives of the Company and the Georgia Guarantors.

We have also assumed that:

(i) the Registration Statement will be effective at the time the Exchange Notes are offered as contemplated by the Registration Statement;

(ii) any applicable prospectus supplement will have been prepared and filed with the Commission describing the Exchange Notes offered thereby to the extent necessary;

(iii) the Outstanding Notes (as defined in the Registration Statement) have been exchanged in the manner described in the prospectus forming a part of the Registration Statement;

(iv) the Indenture has been duly qualified under the Trust Indenture Act of 1939, as amended; and

(v) the Company and the Georgia Guarantors will have obtained any legally required consents, approvals, authorizations and other orders of the Commission and any other federal regulatory agencies necessary for the Exchange Notes to be exchanged, offered and sold in the manner stated in the Registration Statement and any applicable prospectus supplement.

Based upon and subject to the qualifications, assumptions and limitations set forth herein, we are of the opinion that:

1. The Georgia Guarantors haves been duly formed and are validly existing and in good standing under the laws of Georgia.
2. The Georgia Guarantors have the corporate power and authority to enter into and perform their obligations under the Security Documents, including the Indenture and the Guarantees.
3. The Georgia Guarantors have duly authorized, executed and delivered the Security Documents and have duly authorized the Guarantees.

4. The execution and delivery of the Security Documents and the Guarantees by the Georgia Guarantors and the performance by the Georgia Guarantors of their obligations thereunder (including with respect to the Guarantees) do not and will not conflict with or constitute or result in a breach or default under (or an event which with notice or the passage of time or both would constitute a default under) or violation of any of, (i) the articles of incorporation, bylaws or other organizational documents of the Georgia Guarantors or (ii) any statute or governmental rule or regulation of the State of Georgia.

5. No consent, approval, authorization or order of any State of Georgia court or governmental authority of the State of Georgia is required in connection with the execution and delivery of the Security Documents or is required for the issuance by the Georgia Guarantors of the Guarantees.

Our opinion expressed above is subject to the qualifications that we express no opinion as to the applicability of, compliance with, or effect of (i) any law except the laws of the State of Georgia and the Georgia case law decided thereunder and (ii) the "Blue Sky" laws and regulations of Georgia.

This opinion is limited to the specific issues addressed herein, and no opinion may be inferred or implied beyond that expressly stated herein. We assume no obligation to revise or supplement this opinion after the date of the effectiveness of the Registration Statement should the present laws of the State of Georgia be changed by legislative action, judicial decision or otherwise.

We note that, to the extent that any Security Documents or any other documents we reviewed in connection with this opinion requires any Georgia Guarantor to pay any other person's attorney's fees, such provisions may be subject to compliance with any prior notice requirements or may be subject to any dollar or other limitations on collectible attorney's fees that may be imposed under any applicable law. We also express no opinion herein as to the legality, validity, binding effect or enforceability of any indemnification provisions or waivers of rights to jury trial in the Security Documents or any other documents to the extent that the enforcement thereof would contravene public policy.

We express no opinion with respect to any of the following (collectively, the "Excluded Laws"): (i) federal and state "blue-sky" securities laws; (ii) Federal Reserve Board margin regulations; (iii) pension and employee benefit laws, e.g., ERISA; (iv) federal and state antitrust and unfair competition laws; (v) the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the Exon-Florio Act; (vi) the statutes, ordinances, administrative decisions and rules and regulations of counties, towns, municipalities and other political subdivisions (whether created or enabled through legislative action at the federal, state or regional level); (vii) federal and state environmental laws; (viii) federal and state land use and subdivision laws; (ix) federal and state tax laws; (x) federal and state laws relating to communications (including, without limitation, the Communications Act of 1934, as amended, and the Telecommunications Act of 1996, as amended); (xi) federal patent, copyright and trademark, state trademark and other federal and state intellectual property laws; (xii) federal and state racketeering laws, e.g., RICO; (xiii) federal and state health and safety laws, e.g., OSHA; (xiv) federal and state laws concerning aviation; (xv) federal and state laws concerning public utilities; (xvi) federal and state labor laws; (xvii) federal and state laws and policies concerning (A) national and local emergencies, (B)

possible judicial deference to acts of sovereign states, and (C) criminal and civil forfeiture laws; and (xviii) other federal and state statutes of general application to the extent they provide for criminal prosecution (e.g., mail fraud and wire fraud statutes); and in the case of each of the foregoing, all rules and regulations promulgated thereunder or administrative or judicial decisions with respect thereto.

We are qualified to practice law in the State and we do not purport to be experts on, or to express any opinion herein concerning, any matter governed by the laws of any jurisdiction other than the laws of the State and the Federal law of the United States.

This opinion is furnished to you in connection with the filing of the Registration Statement, in accordance with the requirements of Item 601(b)(5)(i) of Regulation S-K promulgated under the Securities Act. Waller Lansden Dortch & Davis, LLP may rely upon this opinion in connection with its opinion addressed to the Company, filed as Exhibit 5.1 to the Registration Statement, to the same extent as if it were an addressee hereof. We hereby consent to the filing of this opinion with the Commission as Exhibit 5.6 to the Registration Statement. We also consent to the reference to our firm under the heading “Legal Matters” in the Registration Statement. In giving this consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act.

Sincerely,

/s/ Janney E. Sanders

JANNEY E. SANDERS

JES/

Exhibit 5.7

[Letterhead of Frost Brown Todd LLC]

July 2, 2015

Centerpointe Community Based Services, LLC
Options Treatment Center Acquisition Corporation
Resolute Acquisition Corporation
RTC Resource Acquisition Corporation
Success Acquisition, LLC
East Indiana Treatment Center, LLC
Evansville Treatment Center, LLC
Indianapolis Treatment Center, LLC
Richmond Treatment Center, LLC
Southern Indiana Treatment Center, LLC
6100 Tower Circle, Suite 1000
Franklin, Tennessee 37067

Re: $375,000,000.00 aggregate principal amount of 5.625% Senior Notes due 2023 by Acadia Healthcare Company, Inc., a Delaware Corporation ("Acadia"), in connection with an exchange offer to be made pursuant to a Registration Statement ("Registration Statement") to be filed with the Securities and Exchange Commission on or about July 2, 2015, and under an Indenture dated as of February 11, 2015, the obligations of Acadia for Exchange Notes to be guaranteed by the guarantors named therein, including Centerpointe Community Based Services, LLC, an Indiana limited liability company, Options Treatment Center Acquisition Corporation, an Indiana corporation, Resolute Acquisition Corporation, an Indiana corporation, RTC Resource Acquisition Corporation, an Indiana corporation, Success Acquisition, LLC, an Indiana limited liability company, East Indiana Treatment Center, LLC, an Indiana limited liability company, Evansville Treatment Center, LLC, an Indiana limited liability company, Indianapolis Treatment Center, LLC, an Indiana limited liability company, Richmond Treatment Center, LLC, an Indiana limited liability company, and Southern Indiana Treatment Center, LLC, an Indiana limited liability company (such Indiana entities being referred to collectively, as the "Indiana Guarantors").

Ladies and Gentlemen:

We provide this Opinion Letter to the above-referenced Indiana Guarantors.

I.
BACKGROUND

1.1 Engagement. We have acted as special Indiana counsel to Centerpointe Community Based Services, LLC, Options Treatment Center Acquisition Corporation, Resolute Acquisition Corporation, RTC Resource Acquisition Corporation, Success Acquisition, LLC, East Indiana Treatment Center, LLC, Evansville Treatment Center, LLC, Indianapolis Treatment Center, LLC, Richmond Treatment Center, LLC and Southern Indiana Treatment Center, LLC, in connection with the proposed guarantee from each of them, along with the other guarantors under the Indenture (as hereinafter defined), of $375,000,000 in aggregate principal amount of 5.625% Senior Notes due 2023 (the "Exchange Notes") to be issued by Acadia Healthcare Company, Inc., a Delaware corporation (the "Company"), in connection with an exchange offer to be made pursuant to a Registration Statement on Form S-4 (such Registration Statement, as supplemented or amended, is hereinafter referred to as the "Registration Statement"), to be filed with the Securities and Exchange Commission (the "Commission") on or about July 2, 2015, under the Securities Act of 1933, as amended (the "Securities Act"). The obligations of the Company under the Exchange Notes will be guaranteed by the Indiana Guarantors (the "Guarantees"), along with other guarantors. The Exchange Notes and the Guarantees are to be issued pursuant to an Indenture, dated as of February 11, 2015 (the "Indenture"), among the Company, the guarantors named therein and U.S. Bank National Association, as trustee (the transactions being referred to herein as the "Transaction").

1.2 Transaction Documents. In connection with issuing this opinion letter, we have examined originals, or copies certified or otherwise identified to our satisfaction, of such documents, corporate records and other instruments as we have deemed necessary for the purposes of this opinion, including (i) the organizational documents of the Indiana Guarantors, (ii) resolutions of the board of directors of the Indiana Guarantors with respect to the issuance of the Guarantees, (iii) the Indenture, (iv) the Registration Statement and (v) the Registration Rights Agreement, dated as of February 11, 2015, among the Company, the Indiana Guarantors, the other guarantors party thereto and Merrill Lynch, Pierce, Fenner & Smith Incorporated.

1.3 Opining Jurisdiction. The **Law** (as defined in the attached Glossary) covered by the opinions expressed in this Opinion Letter is limited to the Law of the State of Indiana (the **"State"**), and the Federal laws of the United States of America. We express no opinion concerning the Laws of any other jurisdiction or the effect thereof.

1.4 Scope of Review. In connection with the opinions hereinafter set forth, we have limited the scope of our review of the documents related to the Transaction to photocopies of the Transaction Documents, the Charter Documents and the Public Authority Documents as set forth in Annex A attached hereto. In addition, in connection with the opinions hereinafter set forth, we have reviewed such other documents and certificates of public officials and certificates of representatives of the Indiana Guarantors, and have given consideration to such matters of law and fact, as we have deemed appropriate, in our professional judgment, to render such opinions.

1.5 Reliance Without Investigation. We have relied, with your consent and without investigation or analysis, upon information in the Public Authority Documents. Except to the extent the information constitutes a statement, directly or in practical effect, of any legal conclusion at issue, we have relied with your consent and, without investigation or analysis, upon the information contained in representations and/or certifications made by the Indiana Guarantors in the Transaction Documents and on information provided in certificates of representatives and/or officers of the Indiana Guarantors, which we reasonably believe to be an appropriate source for the information.

II.
OPINIONS

Based upon and subject to the foregoing and to the assumptions, exclusions and additional qualifications set forth below, we are of the opinion that:

2.1 Status. Options Treatment Center Acquisition Corporation, Resolute Acquisition Corporation, and RTC Resource Acquisition Corporation are corporations existing and in good standing under the laws of the State of Indiana. Centerpointe Community Based Services, LLC, Success Acquisition, LLC, East Indiana Treatment Center, LLC, Evansville Treatment Center, LLC, Indianapolis Treatment Center, LLC, Richmond Treatment Center, LLC, and Southern Indiana Treatment Center, LLC are Indiana limited liability companies existing and in good standing under the laws of the State of Indiana.

2.2 Authority. The Indiana Guarantors have the corporate power and authority to enter into and perform their obligations under the Indenture and the Guarantees.

2.3 Authorization. The Indiana Guarantors have duly authorized, executed and delivered the Indenture and have duly authorized the Guarantees.

2.4 Breaches. The execution and delivery of the Indenture and the Guarantees by the Indiana Guarantors and the performance by the Indiana Guarantors of their obligations thereunder (including with respect to the Guarantees) do not and will not conflict with or constitute or result in a breach or default under (or an event which with notice or the passage of time or both would constitute a default under) or violation of any of, (i) the articles of incorporation, bylaws or other organizational documents of the Indiana Guarantors or (ii) any statute or governmental rule or regulation of the State of Indiana.

2.5 Consents. No consent, approval, authorization or order of any State of Indiana court or governmental authority of the State of Indiana was required in connection with the execution and delivery of the Indenture or is required for the issuance by the Indiana Guarantors of the Guarantees.

III.
QUALIFICATIONS

Notwithstanding any provision in this Opinion Letter to the contrary, the foregoing opinions are subject to the following assumptions, exclusions and additional qualifications:

3.1 Assumptions. In rendering the foregoing opinions, we have relied, with your consent and without investigation, upon the assumptions set forth below unless in a given case the particular assumption states, directly or in practical effect, a legal conclusion expressed in the opinion:

(a) Natural persons who are involved in behalf of the Indiana Guarantors have sufficient legal capacity to enter into and perform the Transaction or to carry out their role in it.

(b) Each party to the Transaction (other than the Indiana Guarantors) has satisfied those legal requirements that are applicable to it to the extent necessary to make the Transaction Documents enforceable against it.

(c) Each party to the Transaction (other than the Indiana Guarantors) has complied with all legal requirements pertaining to its status as such status relates to its rights to enforce the Transaction Documents against the Indiana Guarantors.

(d) Each document submitted to us for review is accurate and complete, each such document that is an original is authentic, each such document that is a copy conforms to an authentic original, and all signatures on each such document are genuine.

(e) The Public Authority Documents are accurate, complete, and authentic and all official public records (including their proper indexing and filing) are accurate and complete.

(f) There has not been any mutual mistake of fact or misunderstanding, fraud, duress or undue influence.

(g) The conduct of the parties to the Transaction complies with any requirement of good faith, fair dealing and good conscience.

(h) The parties to the Transaction, other than the Indiana Guarantors, have acted in good faith and without notice of any defense against the enforcement of any rights created as part of the Transaction.

(i) There are no agreements or understandings among the parties, written or oral, and there is no usage of trade or course of prior dealing among the parties that would, in either case, define, supplement or qualify the terms of the Transaction Documents.

(j) **Other Agreements** and **Court Orders** (as such terms are defined in the attached Glossary) would be enforced as written.

(k) Neither the other parties to the Transaction nor the Indiana Guarantors will in the future take any discretionary action (including a decision not to act)

permitted under the Transaction Documents that would result in a violation of law or constitute a breach or default under any Other Agreement or Court Order.

(l) The Indiana Guarantors will obtain all permits and governmental approvals required in the future, and take all actions similarly required, relevant to subsequent consummation of the Transaction or performance of the Transaction Documents.

(m) All parties to the Transaction will act in accordance with, and will refrain from taking any action that is forbidden by, the terms and conditions of the Transaction Documents.

We have no Actual Knowledge that the foregoing assumptions are false. We have no Actual Knowledge of facts that, under the circumstances, would make our reliance on the foregoing assumptions unreasonable.

3.2 Exclusions. None of the foregoing opinions include any implied opinion unless such implied opinion is both (i) essential to the legal conclusion reached by the express opinions set forth above and (ii) based upon prevailing norms and expectations among experienced lawyers in the State, reasonable in the circumstances. Moreover, unless explicitly addressed in this Opinion Letter, the foregoing opinions do not address any of the following legal issues, and we specifically express no opinion with respect thereto:

(a) Federal securities laws and regulations administered by the Securities and Exchange Commission (other than the Public Utility Holding Company Act of 1935), state “Blue Sky” laws and regulations, and laws and regulations relating to commodity (and other) futures and indices and other similar instruments;

(b) Federal Reserve Board margin regulations;

(c) pension and employee benefit laws and regulations (e.g., ERISA);

(d) Federal and state antitrust and unfair competition laws and regulations;

(e) Federal and state laws and regulations concerning filing and notice requirements (e.g., Hart-Scott-Rodino and Exon-Florio);

(f) compliance with fiduciary duty requirements;

(g) **Local Law**;

(h) fraudulent transfer and fraudulent conveyance laws;

(i) Federal and state environmental laws and regulations;

(j) Federal and state land use and subdivision laws and regulations;

(k) Federal and state tax laws and regulations;

(l) Federal patent, copyright and trademark, state trademark, and other Federal and state intellectual property laws and regulations;

(m) Federal and state racketeering laws and regulations (e.g., RICO);

(n) Federal and state health and safety laws and regulations (e.g., OSHA);

(o) Federal and state health care laws;

(p) Federal and state banking laws and financial regulation (e.g. Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010);

(q) Federal and state labor laws and regulations;

(r) Federal and state laws, regulations and policies concerning (A) national and local emergency, (B) possible judicial deference to acts of sovereign states, and (C) criminal and civil forfeiture laws; and

(s) other Federal and state statutes of general application to the extent they provide for criminal prosecution (e.g., mail fraud and wire fraud statutes).

3.3 Bankruptcy and Insolvency Exception. The opinions set forth in this Opinion Letter are subject to the following qualifications: the effect of bankruptcy, insolvency, reorganization, receivership, moratorium and other similar laws affecting the rights and remedies of creditors generally. This exception includes:

(a) the Federal Bankruptcy Code and thus comprehends, among others, matters of turn-over, automatic stay, avoiding powers, fraudulent transfer, preference, discharge, conversion of a non-recourse obligation into a recourse claim, limitations on *ipso facto* and anti-assignment clauses;

(b) all other Federal and state bankruptcy, insolvency, reorganization, receivership, moratorium, arrangement and assignment for the benefit of creditors laws that affect the rights and remedies of creditors generally (not just creditors of specific types of debtors);

(c) all other Federal bankruptcy, insolvency, reorganization, receivership, moratorium, arrangement, and assignment for the benefit of creditors laws that have reference to or affect generally only creditors of specific types of debtors and state laws of like character affecting generally only creditors of financial institutions and insurance companies;

(d) state fraudulent transfer and conveyance laws; and

(e) judicially developed doctrines relevant to any of the foregoing laws, such as substantive consolidation of entities.

3.4 Equitable Principles Limitation. The opinions set forth in this Opinion Letter are subject to the following qualifications: the effect of general principles of equity, whether applied by a court of law or equity. This limitation includes principles:

(a) governing the availability of specific performance, injunctive relief or other equitable remedies which generally place the award of such remedies, subject to certain guidelines, in the discretion of the court to which application for such relief is made;

(b) affording equitable defenses (e.g., waiver, laches and estoppel) against a party seeking enforcement;

(c) requiring good faith and fair dealing in the performance and enforcement of a contract by the party seeking its enforcement;

(d) requiring reasonableness in the performance and enforcement of an agreement by the party seeking enforcement of the contract;

(e) requiring consideration of the materiality of (A) the Indiana Guarantors' breach and (B) the consequences of the breach to the party seeking enforcement;

(f) requiring consideration of the impracticability or impossibility of performance at the time of attempted enforcement; and

(g) affording defenses based upon the enforcing party's unconscionable conduct after the parties have entered into the contract.

3.5 Other Common Qualifications. The opinions set forth in this Opinion Letter are subject to the following qualifications: to the extent the Law of the State applies any of the following rules to one or more of the provisions of the Transaction Documents covered by any opinion set forth in this Opinion Letter, that opinion is subject to the effect of generally applicable rules of Law that:

(a) limit or affect the enforcement of provisions of a contract that purport to require waiver of the obligations of good faith, fair dealing, diligence, and reasonableness;

(b) provide that forum selection clauses in contracts are not necessarily binding on the court(s) in the forum selected;

(c) limit the availability of a remedy under certain circumstances where another remedy has been elected;

(d) limit the right of a creditor to use force or cause a breach of the peace in enforcing rights, or otherwise to exercise purported self-help remedies;

(e) relate to the sale or disposition of collateral or the requirements of a commercially reasonable sale, including, without limitation, statutory cure provisions and rights of reinstatement and limitations on deficiency judgments;

(f) limit the enforceability of provisions releasing, exculpating or exempting a party from, or requiring indemnification of a party for, liability for its own action or inaction, to the extent the action or inaction involves gross negligence, recklessness, willful misconduct or unlawful conduct;

(g) may, where less than all of a contract may be unenforceable, limit the enforceability of the balance of the contract to circumstances in which the unenforceable portion is not an essential part of the agreed exchange;

(h) govern and afford judicial discretion regarding the determination of damages and entitlement to attorneys' fees and other costs;

(i) may, in the absence of a waiver or consent, discharge a guarantor to the extent that (A) action by a creditor impairs the value of collateral securing guaranteed debt to the detriment of the guarantor, or (B) guaranteed debt is materially modified;

(j) may permit a party who has materially failed to render or offer performance required by the contract to cure that failure unless (A) permitting a cure would unreasonably hinder the aggrieved party from making substitute arrangements for performance, or (B) it was important in the circumstances to the aggrieved party that performance occur by the date stated in the contract;

(k) impose limitations on attorneys' or trustees' fees; and

3.6 State Qualification as to Certain Waivers. We further advise you that under Ind. Code §§ 34-54-3-1 through 34-54-3-3 any Document(s) that secures or includes a contract, provision, agreement or stipulation that gives an opposing party the right or the power of attorney on behalf of the Indiana Guarantors (individually or together) to (1) appear in any court and waive service of process in an action to enforce the payment of money claimed to be due on the instrument; (2) confess judgment for any portion of the indebtedness due under the instrument other than by action by the court upon a hearing after due notice; or (3) release errors and rights of appeal from a judgment rendered for the matters described above or consents to the issue of execution on the judgment or the matters described above is void. Further, under Ind. Code § 34-54-3-4, a State court will not issue an execution or other process to aid or enforce the collection of any judgment or final decree rendered in another jurisdiction, which judgment or final decree would be unenforceable by a State court applying the above cited statutes, and consequently we render no opinion as to whether any instrument which may now or hereafter be secured by the Document(s) and which includes any such provision will allow an opposing party to enforce in the State any foregoing judgment or decree rendered thereon.

3.7 Generic Qualification. The opinions set forth in this Opinion Letter are subject to the following qualification: certain remedies, waivers, and other provisions of the Transaction Documents may not be enforceable under applicable law, but such law does not render the Transaction Documents invalid as a whole or make the Transaction Documents legally inadequate.

3.8 Swap Guaranty Qualification. The opinions set forth in this Opinion Letter are limited with respect to any guaranty of a "swap" as defined in Section 1a(47) of 7 U.S.C. § 1 et seq. (the "Commodity Exchange Act") by other than an "eligible contract participant" ("ECP") as required by Section 2(e) of the Commodity Exchange Act, as amended by Section 723(a)(2) of the Dodd-Frank Wall Street Reform and Consumer Protection Act, Public Law 111-203, 124 Stat. 1376 (2010) ("Dodd-Frank"), and we express no opinion as to whether any Indiana Guarantor is an ECP for purposes of the Commodity Exchange Act. Pursuant to that certain CFTC Letter No. 12-17 issued by the Office of the General Counsel ("OGC") of the U.S. Commodity Futures Trading Commission on October 12, 2012, we note that the OGC interpreted Dodd-Frank to require that a swap guarantor be an ECP. In accordance with this interpretation, a swap guaranty executed by a guarantor that is not an ECP would be illegal and

unenforceable. See e.g. 7 U.S.C. § 9(1). Consequently, we provide no opinion as to the enforceability of a guaranty of a swap obligation by any Indiana Guarantor to the extent such guarantor is not an ECP.

IV.
USE OF THIS OPINION

4.1 This opinion is furnished to you in connection with the filing of the Registration Statement, in accordance with the requirements of Item 601(b)(5)(i) of Regulation S-K promulgated under the Securities Act. Waller Lansden Dortch & Davis LLP may rely upon this opinion in connection with its opinion addressed to the Company and the Guarantors, filed as Exhibit 5.1 to the Registration Statement, to the same extent as if it were an addressee hereof. We hereby consent to the filing of this opinion with the Commission as Exhibit 5.7 to the Registration Statement. We also consent to the reference to our firm under the heading "Legal Matters" in the Registration Statement. In giving this consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act. In addition, we assume no obligation to supplement this opinion if, after the date hereof, any applicable laws change or we become aware of any facts that might change the opinions set forth herein or cause such opinions to be inaccurate or incomplete. This opinion is an expression of professional judgment and is not a guarantee of a result.

Very truly yours,

FROST BROWN TODD LLC

By: /s/ Howard R. Cohen
Howard R. Cohen, Member

GLOSSARY

As used in the Opinion Letter to which this Glossary is attached, except as otherwise defined in such Opinion Letter, the following terms (whether used in the singular or the plural) shall have the meanings indicated:

Actual Knowledge: with respect to the Opinion Giver, the conscious awareness of facts or other information by the Primary Lawyer or Primary Lawyer Group.

Charter Documents: as defined in the Purchase Agreement.

Court Orders: court and administrative orders, writs, judgments and decrees that name the Indiana Guarantors and are specifically directed to them or their property.

Final Offering Memorandum: as defined in the Purchase Agreement.

Governmental Authority: as defined in the Purchase Agreement.

Indiana Guarantors: Options Treatment Center Acquisition Corporation, an Indiana corporation, Resolute Acquisition Corporation, an Indiana corporation, and RTC Resource Acquisition Corporation, an Indiana corporation.

Law: the statutes, the judicial and administrative decisions, and the rules and regulations of the governmental agencies of the Opining Jurisdiction, including its Local Law (but subject to any limitations on coverage of Local Law set forth in the Opinion Letter to which this Glossary is attached).

Local Law: the statutes and ordinances, the administrative decisions, and the rules and regulations of counties, towns, municipalities and special political subdivisions (whether created or enabled through legislative action at the Federal, state or regional level), and judicial decisions to the extent that they deal with any of the foregoing.

Material Adverse Effect: as defined in the Purchase Agreement.

Opining Jurisdiction: a jurisdiction whose applicable Law is addressed by the Opinion Giver in the Opinion; if there is more than one such jurisdiction (e.g., the United States of America and a particular state), the term refers collectively to all.

Opinion: a legal opinion that is rendered by the Opinion Giver to one or more persons involved in the Transaction other than the Indiana Guarantors.

Opinion Giver: the lawyer or legal organization rendering the Opinion.

Opinion Letter: the document setting forth the Opinion that is delivered to and accepted by the Opinion Recipient.

Opinion Recipient: the addressee or addressees of the Opinion Letter.

Other Agreements: contracts, other than the Transaction Documents, to which the Indiana Guarantors are a party or by which they or their property are bound.

Other Counsel: a lawyer or legal organization (other than the Opinion Giver) providing a legal opinion pertaining to particular matters concerning the Indiana Guarantors, the Transaction Documents or the Transaction (i) directly to the Opinion Recipient, or (ii) to the Opinion Giver in support of the Opinion.

Other Jurisdiction: the jurisdiction whose law a Transaction Document provides will govern that contract, if not the Opining Jurisdiction.

Primary Lawyer:

(a) the lawyer in the Opinion Giver's organization who signs the Opinion Letter;

(b) any lawyer in the Opinion Giver's organization who has active involvement in negotiating the Transaction, preparing the Transaction Documents or preparing the Opinion Letter; and

(c) solely as to information relevant to a particular opinion issue or confirmation regarding a particular factual matter (*e.g.*, pending or threatened legal proceedings), any lawyer in the Opinion Giver's organization who is primarily responsible for providing the response concerning that particular opinion issue or confirmation.

Primary Lawyer Group: all of the Primary Lawyers when there are more than one.

Public Authority Documents: certificates issued by the Secretary of State or any other government official, office or agency concerning a person's property or status, such as certificates of incorporation.

ANNEX A

TRANSACTION DOCUMENTS

(a) Indenture, among the Company, the Guarantors and U.S. Bank National Association, as trustee, with respect to the Notes, dated as of February 11, 2015.

(b) Registration Rights Agreement, by and among the Company, the Guarantors and the Initial Purchasers, dated February 11, 2015.

(c) Guarantee of the Notes.

PUBLIC AUTHORITY DOCUMENTS

(d) Indiana Secretary of State Certificate of Existence for Centerpointe Community Based Services, LLC, dated June 18, 2015.

(e) Indiana Secretary of State Certificate of Existence for Options Treatment Center Acquisition Corporation, dated June 18, 2015.

(f) Indiana Secretary of State Certificate of Existence for Resolute Acquisition Corporation, dated June 18, 2015.

(g) Indiana Secretary of State Certificate of Existence for RTC Resource Acquisition Corporation, dated June 18, 2015.

(h) Indiana Secretary of State Certificate of Existence for Success Acquisition, LLC, dated, June 18, 2015.

(i) Indiana Secretary of State Certificate of Existence for East Indiana Treatment Center, LLC, dated June 18, 2015.

(j) Indiana Secretary of State Certificate of Existence for Evansville Treatment Center, LLC, dated June 18, 2015.

(k) Indiana Secretary of State Certificate of Existence for Indianapolis Treatment Center, LLC, dated June 18, 2015.

(l) Indiana Secretary of State Certificate of Existence for Richmond Treatment Center, LLC, dated June 18, 2015.

(m) Indiana Secretary of State Certificate of Existence for Southern Indiana Treatment Center, LLC, dated June 18, 2015.

(n) Certificate of the Indiana Secretary of State dated January 9, 2015, certifying copy of the Articles of Organization of Centerpointe Community Based Services, LLC.

(o) Certificate of the Indiana Secretary of State dated January 9, 2015, certifying copy of the Articles of Incorporation of Options Treatment Center Acquisition Corporation.

(p) Certificate of the Indiana Secretary of State dated January 9, 2015, certifying copy of the Articles of Incorporation of Resolute Acquisition Corporation.

(q) Certificate of the Indiana Secretary of State dated January 9, 2015, certifying copy of the Articles of Incorporation of RTC Resource Acquisition Corporation.

(r) Certificate of the Indiana Secretary of State dated January 9, 2015, certifying copy of the Articles of Organization of Success Acquisition, LLC.

(s) Certificate of the Indiana Secretary of State dated January 9, 2015, certifying copy of the Articles of Organization of East Indiana Treatment Center, LLC.

(t) Certificate of the Indiana Secretary of State dated January 9, 2015, certifying copy of the Articles of Organization of Evansville Treatment Center, LLC.

(u) Certificate of the Indiana Secretary of State dated January 9, 2015, certifying copy of the Articles of Organization of Indianapolis Treatment Center, LLC.

(v) Certificate of the Indiana Secretary of State dated January 9, 2015, certifying copy of the Articles of Organization of Richmond Treatment Center, LLC.

(w) Certificate of the Indiana Secretary of State dated January 9, 2015, certifying copy of the Articles of Organization of Southern Indiana Treatment Center, LLC.

OPERATING AGREEMENTS AND BYLAWS

(x) Operating Agreement of Centerpointe Community Based Services, LLC dated April 24, 2014.

(y) Bylaws of Options Treatment Center Acquisition Corporation, dated March 31, 2003.

(z) Bylaws of Resolute Acquisition Corporation, dated March 31, 2003.

(aa) Bylaws of RTC Resource Acquisition Corporation, dated March 31, 2003.

(bb) Operating Agreement of Success Acquisition, LLC, dated May 9, 2014.

(cc) Operating Agreement of East Indiana Treatment Center, LLC, dated July 31, 2009.

(dd) Operating Agreement of Evansville Treatment Center, LLC, dated July 31, 2009.

(ee) Operating Agreement of Indianapolis Treatment Center, LLC, dated July 31, 2009.

(ff) Operating Agreement of Richmond Treatment Center, LLC, dated July 31, 2009.

(gg) Operating Agreement of Southern Indiana Treatment Center, LLC, dated July 31, 2009

[Letterhead of Frost Brown Todd LLC]

July 2, 2015

Advanced Treatment Systems, Inc.
ATS of Cecil County, Inc.
ATS of Delaware, Inc.
ATS of North Carolina, Inc.
BGI of Brandywine, Inc.
Bowling Green Inn of Pensacola, Inc.
Bowling Green Inn of South Dakota, Inc.
CAPS of Virginia, Inc.
Galax Treatment Center, Inc.
Wilmington Treatment Center, Inc.
6100 Tower Circle, Suite 1000
Franklin, Tennessee 37067

Re: $375,000,000.00 aggregate principal amount of 5.625% Senior Notes due 2023 by Acadia Healthcare Company, Inc., a Delaware Corporation ("Acadia"), in connection with an exchange offer to be made pursuant to a Registration Statement ("Registration Statement") to be filed with the Securities and Exchange Commission on or about July 2, 2015, and under an Indenture dated as of February 11, 2015, the obligations of Acadia for Exchange Notes to be guaranteed by the guarantors named therein, including Advanced Treatment Systems, Inc., a Virginia corporation, ATS of Cecil County, Inc., a Virginia corporation, ATS of Delaware, Inc., a Virginia corporation, ATS of North Carolina, Inc., a Virginia corporation, BGI of Brandywine, Inc., a Virginia corporation, Bowling Green Inn of Pensacola, Inc., a Virginia corporation, Bowling Green Inn of South Dakota, Inc., a Virginia corporation, Galax Treatment Center, Inc., a Virginia corporation, Virginia Treatment Center, Inc., a Virginia corporation, CAPS of Virginia, Inc., a Virginia corporation and Wilmington Treatment Center, Inc., a Virginia corporation (such Virginia entities being referred to collectively, as the "Virginia Guarantors").

Ladies and Gentlemen:

We provide this Opinion Letter to the above-referenced Virginia Guarantors.

I.
BACKGROUND

1.1 Engagement. We have acted as special Virginia counsel to Advanced Treatment Systems, Inc., ATS of Cecil County, Inc., ATS of Delaware, Inc., ATS of North Carolina, Inc., BGI of Brandywine, Inc., Bowling Green Inn of Pensacola, Inc., Bowling Green Inn of South

Dakota, Inc., Galax Treatment Center, Inc., Virginia Treatment Center, Inc., CAPS of Virginia, Inc., and Wilmington Treatment Center, Inc. in connection with the proposed guarantee from each of them, along with the other guarantors under the Indenture (as hereinafter defined), of $375,000,000 in aggregate principal amount of 5.625% Senior Notes due 2023 (the "Exchange Notes") to be issued by Acadia Healthcare Company, Inc., a Delaware corporation (the "Company"), in connection with an exchange offer to be made pursuant to a Registration Statement on Form S-4 (such Registration Statement, as supplemented or amended, is hereinafter referred to as the "Registration Statement"), to be filed with the Securities and Exchange Commission (the "Commission") on or about July 2, 2015, under the Securities Act of 1933, as amended (the "Securities Act"). The obligations of the Company under the Exchange Notes will be guaranteed by the Virginia Guarantors (the "Guarantees"), along with other guarantors. The Exchange Notes and the Guarantees are to be issued pursuant to an Indenture, dated as of February 11, 2015 (the "Indenture"), among the Company, the guarantors named therein and U.S. Bank National Association, as trustee (the transactions being referred to herein as the "Transaction").

1.2 Transaction Documents. In connection with issuing this opinion letter, we have examined originals, or copies certified or otherwise identified to our satisfaction, of such documents, corporate records and other instruments as we have deemed necessary for the purposes of this opinion, including (i) the organizational documents of the Virginia Guarantors, (ii) resolutions of the board of directors of the Virginia Guarantors with respect to the issuance of the Guarantees, (iii) the Indenture, (iv) the Registration Statement and (v) the Registration Rights Agreement, dated as of February 11, 2015, among the Company, the Virginia Guarantors, the other guarantors party thereto and Merrill Lynch, Pierce, Fenner & Smith Incorporated.

1.3 Opining Jurisdiction. The **Law** (as defined in the attached Glossary) covered by the opinions expressed in this Opinion Letter is limited to the Law of the Commonwealth of Virginia (the **"State"**), and the Federal laws of the United States of America. We express no opinion concerning the Laws of any other jurisdiction or the effect thereof.

1.4 Scope of Review. In connection with the opinions hereinafter set forth, we have limited the scope of our review of the documents related to the Transaction to photocopies of the Transaction Documents, the Charter Documents and the Public Authority Documents as set forth in Annex A attached hereto. In addition, in connection with the opinions hereinafter set forth, we have reviewed such other documents and certificates of public officials and certificates of representatives of the Virginia Guarantors, and have given consideration to such matters of law and fact, as we have deemed appropriate, in our professional judgment, to render such opinions.

1.5 Reliance Without Investigation. We have relied, with your consent and without investigation or analysis, upon information in the Public Authority Documents. Except to the extent the information constitutes a statement, directly or in practical effect, of any legal conclusion at issue, we have relied with your consent and, without investigation or analysis, upon the information contained in representations and/or certifications made by the Virginia Guarantors in the Transaction Documents and on information provided in certificates of representatives and/or officers of the Virginia Guarantors, which we reasonably believe to be an appropriate source for the information.

II.
OPINIONS

Based upon and subject to the foregoing and to the assumptions, exclusions and additional qualifications set forth below, we are of the opinion that:

2.1 Status. Advanced Treatment Systems, Inc., ATS of Cecil County, Inc., ATS of Delaware, Inc., ATS of North Carolina, Inc., BGI of Brandywine, Inc., Bowling Green Inn of Pensacola, Inc., Bowling Green Inn of South Dakota, Inc., Galax Treatment Center, Inc., Virginia Treatment Center, Inc., CAPS of Virginia, Inc., and Wilmington Treatment Center, Inc. are Virginia corporations existing and in good standing under the laws of the Commonwealth of Virginia.

2.2 Authority. The Virginia Guarantors have the corporate power and authority to enter into and perform their obligations under the Indenture and the Guarantees.

2.3 Authorization. The Virginia Guarantors have duly authorized, executed and delivered the Indenture and have duly authorized the Guarantees.

2.4 Breaches. The execution and delivery of the Indenture and the Guarantees by the Virginia Guarantors and the performance by the Virginia Guarantors of their obligations thereunder (including with respect to the Guarantees) do not and will not conflict with or constitute or result in a breach or default under (or an event which with notice or the passage of time or both would constitute a default under) or violation of any of, (i) the articles of incorporation, bylaws or other organizational documents of the Virginia Guarantors or (ii) any statute or governmental rule or regulation of the Commonwealth of Virginia.

2.5 Consents. No consent, approval, authorization or order of any Commonwealth of Virginia court or governmental authority of the Commonwealth of Virginia was required in connection with the execution and delivery of the Indenture or is required for the issuance by the Virginia Guarantors of the Guarantees.

III.
QUALIFICATIONS

Notwithstanding any provision in this Opinion Letter to the contrary, the foregoing opinions are subject to the following assumptions, exclusions and additional qualifications:

3.1 Assumptions. In rendering the foregoing opinions, we have relied, with your consent and without investigation, upon the assumptions set forth below unless in a given case the particular assumption states, directly or in practical effect, a legal conclusion expressed in the opinion:

(a) Natural persons who are involved in behalf of the Virginia Guarantors have sufficient legal capacity to enter into and perform the Transaction or to carry out their role in it.

(b) Each party to the Transaction (other than the Virginia Guarantors) has satisfied those legal requirements that are applicable to it to the extent necessary to make the Transaction Documents enforceable against it.

(c) Each party to the Transaction (other than the Virginia Guarantors) has complied with all legal requirements pertaining to its status as such status relates to its rights to enforce the Transaction Documents against the Virginia Guarantors.

(d) Each document submitted to us for review is accurate and complete, each such document that is an original is authentic, each such document that is a copy conforms to an authentic original, and all signatures on each such document are genuine.

(e) The Public Authority Documents are accurate, complete, and authentic and all official public records (including their proper indexing and filing) are accurate and complete.

(f) There has not been any mutual mistake of fact or misunderstanding, fraud, duress or undue influence.

(g) The conduct of the parties to the Transaction complies with any requirement of good faith, fair dealing and good conscience.

(h) The parties to the Transaction, other than the Virginia Guarantors, have acted in good faith and without notice of any defense against the enforcement of any rights created as part of the Transaction.

(i) There are no agreements or understandings among the parties, written or oral, and there is no usage of trade or course of prior dealing among the parties that would, in either case, define, supplement or qualify the terms of the Transaction Documents.

(j) **Other Agreements** and **Court Orders** (as such terms are defined in the attached Glossary) would be enforced as written.

(k) Neither the other parties to the Transaction nor the Virginia Guarantors will in the future take any discretionary action (including a decision not to act) permitted under the Transaction Documents that would result in a violation of law or constitute a breach or default under any Other Agreement or Court Order.

(l) The Virginia Guarantors will obtain all permits and governmental approvals required in the future, and take all actions similarly required, relevant to subsequent consummation of the Transaction or performance of the Transaction Documents.

(m) All parties to the Transaction will act in accordance with, and will refrain from taking any action that is forbidden by, the terms and conditions of the Transaction Documents.

We have no Actual Knowledge that the foregoing assumptions are false. We have no Actual Knowledge of facts that, under the circumstances, would make our reliance on the foregoing assumptions unreasonable.

3.2 Exclusions. None of the foregoing opinions include any implied opinion unless such implied opinion is both (i) essential to the legal conclusion reached by the express opinions set forth above and (ii) based upon prevailing norms and expectations among experienced lawyers in the State, reasonable in the circumstances. Moreover, unless explicitly addressed in this Opinion Letter, the foregoing opinions do not address any of the following legal issues, and we specifically express no opinion with respect thereto:

(a) Federal securities laws and regulations administered by the Securities and Exchange Commission (other than the Public Utility Holding Company Act of 1935), state "Blue Sky" laws and regulations, and laws and regulations relating to commodity (and other) futures and indices and other similar instruments;

(b) Federal Reserve Board margin regulations;

(c) pension and employee benefit laws and regulations (e.g., ERISA);

(d) Federal and state antitrust and unfair competition laws and regulations;

(e) Federal and state laws and regulations concerning filing and notice requirements (e.g., Hart-Scott-Rodino and Exon-Florio);

(f) compliance with fiduciary duty requirements;

(g) **Local Law**;

(h) fraudulent transfer and fraudulent conveyance laws;

(i) Federal and state environmental laws and regulations;

(j) Federal and state land use and subdivision laws and regulations;

(k) Federal and state tax laws and regulations;

(l) Federal patent, copyright and trademark, state trademark, and other Federal and state intellectual property laws and regulations;

(m) Federal and state racketeering laws and regulations (e.g., RICO);

(n) Federal and state health and safety laws and regulations (e.g., OSHA);

(o) Federal and state health care laws;

(p) Federal and state banking laws and financial regulation (e.g. Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010);

(q) Federal and state labor laws and regulations;

(r) Federal and state laws, regulations and policies concerning (A) national and local emergency, (B) possible judicial deference to acts of sovereign states, and (C) criminal and civil forfeiture laws; and

(s) other Federal and state statutes of general application to the extent they provide for criminal prosecution (e.g., mail fraud and wire fraud statutes).

3.3 Bankruptcy and Insolvency Exception. The opinions set forth in this Opinion Letter are subject to the following qualifications: the effect of bankruptcy, insolvency, reorganization, receivership, moratorium and other similar laws affecting the rights and remedies of creditors generally. This exception includes:

(a) the Federal Bankruptcy Code and thus comprehends, among others, matters of turn-over, automatic stay, avoiding powers, fraudulent transfer, preference, discharge, conversion of a non-recourse obligation into a recourse claim, limitations on *ipso facto* and anti-assignment clauses;

(b) all other Federal and state bankruptcy, insolvency, reorganization, receivership, moratorium, arrangement and assignment for the benefit of creditors laws that affect the rights and remedies of creditors generally (not just creditors of specific types of debtors);

(c) all other Federal bankruptcy, insolvency, reorganization, receivership, moratorium, arrangement, and assignment for the benefit of creditors laws that have reference to or affect generally only creditors of specific types of debtors and state laws of like character affecting generally only creditors of financial institutions and insurance companies;

(d) state fraudulent transfer and conveyance laws; and

(e) judicially developed doctrines relevant to any of the foregoing laws, such as substantive consolidation of entities.

3.4 Equitable Principles Limitation. The opinions set forth in this Opinion Letter are subject to the following qualifications: the effect of general principles of equity, whether applied by a court of law or equity. This limitation includes principles:

(a) governing the availability of specific performance, injunctive relief or other equitable remedies which generally place the award of such remedies, subject to certain guidelines, in the discretion of the court to which application for such relief is made;

(b) affording equitable defenses (e.g., waiver, laches and estoppel) against a party seeking enforcement;

(c) requiring good faith and fair dealing in the performance and enforcement of a contract by the party seeking its enforcement;

(d) requiring reasonableness in the performance and enforcement of an agreement by the party seeking enforcement of the contract;

(e) requiring consideration of the materiality of (A) the Virginia Guarantors' breach and (B) the consequences of the breach to the party seeking enforcement;

(f) requiring consideration of the impracticability or impossibility of performance at the time of attempted enforcement; and

(g) affording defenses based upon the enforcing party's unconscionable conduct after the parties have entered into the contract.

3.5 Other Common Qualifications. The opinions set forth in this Opinion Letter are subject to the following qualifications: to the extent the Law of the State applies any of the following rules to one or more of the provisions of the Transaction Documents covered by any opinion set forth in this Opinion Letter, that opinion is subject to the effect of generally applicable rules of Law that:

(a) limit or affect the enforcement of provisions of a contract that purport to require waiver of the obligations of good faith, fair dealing, diligence, and reasonableness;

(b) provide that forum selection clauses in contracts are not necessarily binding on the court(s) in the forum selected;

(c) limit the availability of a remedy under certain circumstances where another remedy has been elected;

(d) limit the right of a creditor to use force or cause a breach of the peace in enforcing rights, or otherwise to exercise purported self-help remedies;

(e) relate to the sale or disposition of collateral or the requirements of a commercially reasonable sale, including, without limitation, statutory cure provisions and rights of reinstatement and limitations on deficiency judgments;

(f) limit the enforceability of provisions releasing, exculpating or exempting a party from, or requiring indemnification of a party for, liability for its own action or inaction, to the extent the action or inaction involves gross negligence, recklessness, willful misconduct or unlawful conduct;

(g) may, where less than all of a contract may be unenforceable, limit the enforceability of the balance of the contract to circumstances in which the unenforceable portion is not an essential part of the agreed exchange;

(h) govern and afford judicial discretion regarding the determination of damages and entitlement to attorneys' fees and other costs;

(i) may, in the absence of a waiver or consent, discharge a guarantor to the extent that (A) action by a creditor impairs the value of collateral securing guaranteed debt to the detriment of the guarantor, or (B) guaranteed debt is materially modified;

(j) may permit a party who has materially failed to render or offer performance required by the contract to cure that failure unless (A) permitting a cure would unreasonably hinder the aggrieved party from making substitute arrangements for performance, or (B) it was important in the circumstances to the aggrieved party that performance occur by the date stated in the contract;

(k) impose limitations on attorneys' or trustees' fees;

(l) The enforcement of the Guarantees may be limited by the provisions of Sections 49-25 and 49-26 of the Virginia Code, and we express no opinion as to the effectiveness of any waiver by any Virginia Guarantor of its rights thereunder.

3.6 Generic Qualification. The opinions set forth in this Opinion Letter are subject to the following qualification: certain remedies, waivers, and other provisions of the Transaction Documents may not be enforceable under applicable law, but such law does not render the Transaction Documents invalid as a whole or make the Transaction Documents legally inadequate.

3.7 Swap Guaranty Qualification. The opinions set forth in this Opinion Letter are limited with respect to any guaranty of a "swap" as defined in Section 1a(47) of 7 U.S.C. § 1 et seq. (the "Commodity Exchange Act") by other than an "eligible contract participant" ("ECP") as required by Section 2(e) of the Commodity Exchange Act, as amended by Section 723(a)(2) of the Dodd-Frank Wall Street Reform and Consumer Protection Act, Public Law 111-203, 124 Stat. 1376 (2010) ("Dodd-Frank"), and we express no opinion as to whether any Virginia Guarantor is an ECP for purposes of the Commodity Exchange Act. Pursuant to that certain CFTC Letter No. 12-17 issued by the Office of the General Counsel ("OGC") of the U.S. Commodity Futures Trading Commission on October 12, 2012, we note that the OGC interpreted Dodd-Frank to require that a swap guarantor be an ECP. In accordance with this interpretation, a swap guaranty executed by a guarantor that is not an ECP would be illegal and unenforceable. See e.g. 7 U.S.C. § 9(1). Consequently, we provide no opinion as to the enforceability of a guaranty of a swap obligation by any Virginia Guarantor to the extent such guarantor is not an ECP.

IV.
USE OF THIS OPINION

4.1 This opinion is furnished to you in connection with the filing of the Registration Statement, in accordance with the requirements of Item 601(b)(5)(i) of Regulation S-K promulgated under the Securities Act. Waller Lansden Dortch & Davis LLP may rely upon this opinion in connection with its opinion addressed to the Company and the Guarantors, filed as Exhibit 5.1 to the Registration Statement, to the same extent as if it were an addressee hereof. We hereby consent to the filing of this opinion with the Commission as Exhibit 5.7 to the Registration Statement. We also consent to the reference to our firm under the heading "Legal Matters" in the Registration Statement. In giving this consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act. In addition, we assume no obligation to supplement this opinion if, after the date hereof, any applicable laws change or we become aware of any facts that might change the opinions set forth herein or cause such opinions to be inaccurate or incomplete. This opinion is an expression of professional judgment and is not a guarantee of a result.

Very truly yours,

/s/ FROST BROWN TODD LLC

FROST BROWN TODD LLC

GLOSSARY

As used in the Opinion Letter to which this Glossary is attached, except as otherwise defined in such Opinion Letter, the following terms (whether used in the singular or the plural) shall have the meanings indicated:

Actual Knowledge: with respect to the Opinion Giver, the conscious awareness of facts or other information by the Primary Lawyer or Primary Lawyer Group.

Charter Documents: as defined in the Purchase Agreement.

Court Orders: court and administrative orders, writs, judgments and decrees that name the Virginia Guarantors and are specifically directed to them or their property.

Final Offering Memorandum: as defined in the Purchase Agreement.

Governmental Authority: as defined in the Purchase Agreement.

Virginia Guarantors: Advanced Treatment Systems, Inc., ATS of Cecil County, Inc., ATS of Delaware, Inc., ATS of North Carolina, Inc., BGI of Brandywine, Inc., Bowling Green Inn of Pensacola, Inc., Bowling Green Inn of South Dakota, Inc., Galax Treatment Center, Inc., Virginia Treatment Center, Inc., CAPS of Virginia, Inc., and Wilmington Treatment Center, Inc. Virginia limited liability companies.

Law: the statutes, the judicial and administrative decisions, and the rules and regulations of the governmental agencies of the Opining Jurisdiction, including its Local Law (but subject to any limitations on coverage of Local Law set forth in the Opinion Letter to which this Glossary is attached).

Local Law: the statutes and ordinances, the administrative decisions, and the rules and regulations of counties, towns, municipalities and special political subdivisions (whether created or enabled through legislative action at the Federal, state or regional level), and judicial decisions to the extent that they deal with any of the foregoing.

Material Adverse Effect: as defined in the Purchase Agreement.

Opining Jurisdiction: a jurisdiction whose applicable Law is addressed by the Opinion Giver in the Opinion; if there is more than one such jurisdiction (e.g., the United States of America and a particular state), the term refers collectively to all.

Opinion: a legal opinion that is rendered by the Opinion Giver to one or more persons involved in the Transaction other than the Virginia Guarantors.

Opinion Giver: the lawyer or legal organization rendering the Opinion.

Opinion Letter: the document setting forth the Opinion that is delivered to and accepted by the Opinion Recipient.

Opinion Recipient: the addressee or addressees of the Opinion Letter.

Other Agreements: contracts, other than the Transaction Documents, to which the Virginia Guarantors are a party or by which they or their property are bound.

Other Counsel: a lawyer or legal organization (other than the Opinion Giver) providing a legal opinion pertaining to particular matters concerning the Virginia Guarantors, the Transaction Documents or the Transaction (i) directly to the Opinion Recipient, or (ii) to the Opinion Giver in support of the Opinion.

Other Jurisdiction: the jurisdiction whose law a Transaction Document provides will govern that contract, if not the Opining Jurisdiction.

Primary Lawyer:

(a) the lawyer in the Opinion Giver's organization who signs the Opinion Letter;

(b) any lawyer in the Opinion Giver's organization who has active involvement in negotiating the Transaction, preparing the Transaction Documents or preparing the Opinion Letter; and

(c) solely as to information relevant to a particular opinion issue or confirmation regarding a particular factual matter (*e.g.*, pending or threatened legal proceedings), any lawyer in the Opinion Giver's organization who is primarily responsible for providing the response concerning that particular opinion issue or confirmation.

Primary Lawyer Group: all of the Primary Lawyers when there are more than one.

Public Authority Documents: certificates issued by the Secretary of State or any other government official, office or agency concerning a person's property or status, such as certificates of incorporation.

ANNEX A

TRANSACTION DOCUMENTS

(a) Indenture, among the Company, the Guarantors and U.S. Bank National Association, as trustee, with respect to the Notes, dated as of February 11, 2015.

(b) Registration Rights Agreement, by and among the Company, the Guarantors and the Initial Purchasers, dated February 11, 2015.

(c) Guarantee of the Notes.

PUBLIC AUTHORITY DOCUMENTS

(d) Virginia State Corporation Commission Certificate of Good Standing for Advanced Treatment Systems, Inc., dated June 18, 2015.

(e) Virginia State Corporation Commission Certificate of Good Standing for ATS of Cecil County, Inc., dated June 18, 2015.

(f) Virginia State Corporation Commission Certificate of Good Standing for ATS of Delaware, Inc., dated June 18, 2015.

(g) Virginia State Corporation Commission Certificate of Good Standing for ATS of North Carolina, Inc., dated June 18, 2015.

(h) Virginia State Corporation Commission Certificate of Good Standing for BGI of Brandywine, Inc., dated, June 18, 2015.

(i) Virginia State Corporation Commission Certificate of Good Standing for Bowling Green Inn of Pensacola, Inc., dated June 22, 2015.

(j) Virginia State Corporation Commission Certificate of Good Standing for Bowling Green Inn of South Dakota, Inc., dated June 18, 2015.

(k) Virginia State Corporation Commission Certificate of Good Standing for Galax Treatment Center, Inc., dated June 18, 2015.

(l) Virginia State Corporation Commission Certificate of Good Standing for Virginia Treatment Center, Inc., dated June 18, 2015.

(m) Virginia State Corporation Commission Certificate of Good Standing for Wilmington Treatment Center, Inc., dated June 18, 2015.

(n) Virginia State Corporation Commission Certificate of Good Standing for CAPS of Virginia, Inc., a Virginia corporation, dated June 18, 2015.

(o) Certificate of the Virginia State Corporation Commission dated January 12, 2015 certifying copy of the Articles of Incorporation of Advanced Treatment Systems, Inc.

(p) Certificate of the Virginia State Corporation Commission dated January 12, 2015 certifying copy of the Articles of Incorporation of ATS of Cecil County, Inc.

(q) Certificate of the Virginia State Corporation Commission dated January 12, 2015 certifying copy of the Articles of Incorporation of ATS of Delaware, Inc.

(r) Certificate of the Virginia State Corporation Commission dated January 12, 2015 certifying copy of the Articles of Incorporation of ATS of North Carolina, Inc.

(s) Certificate of the Virginia State Corporation Commission dated January 12, 2015 certifying copy of the Articles of Incorporation of BGI of Brandywine, Inc.

(t) Certificate of the Virginia State Corporation Commission dated January 12, 2015 certifying copy of the Articles of Incorporation of Bowling Green Inn of Pensacola, Inc.

(u) Certificate of the Virginia State Corporation Commission dated January 12, 2015 certifying copy of the Articles of Incorporation of Bowling Green Inn of South Dakota, Inc.

(v) Certificate of the Virginia State Corporation Commission dated January 12, 2015 certifying copy of the Articles of Incorporation of Galax Treatment Center, Inc.

(w) Certificate of the Virginia State Corporation Commission dated January 12, 2015 certifying copy of the Articles of Incorporation of Virginia Treatment Center, Inc.

(x) Certificate of the Virginia State Corporation Commission dated January 12, 2015 certifying copy of the Articles of Incorporation of Wilmington Treatment Center, Inc.

(y) Certificate of Virginia State Corporation Commission dated January 27, 2015 certifying copy of the Articles of Incorporation of CAPS of Virginia, Inc.

BYLAWS

(z) Bylaws of Advanced Treatment Systems, Inc.

(aa) Bylaws of ATS of Cecil County, Inc.

(bb) Bylaws of ATS of Delaware, Inc.

(cc) Bylaws of ATS of North Carolina, Inc.

(dd) Bylaws of BGI of Brandywine, Inc.

(ee) Bylaws of Bowling Green Inn of Pensacola, Inc.

(ff) Bylaws of Bowling Green Inn of South Dakota, Inc.

(gg) Bylaws of Galax Treatment Center, Inc.

(hh) Bylaws of Virginia Treatment Center, Inc.

(ii) Bylaws of Wilmington Treatment Center, Inc.

(jj) Bylaws of CAPS of Virginia, Inc.

Letterhead of Frost Brown Todd LLC

July 2, 2015

Beckley Treatment Center, LLC
Charleston Treatment Center, LLC
Clarksburg Treatment Center, LLC
Huntington Treatment Center, LLC
Parkersburg Treatment Center, LLC
Wheeling Treatment Center, LLC
Williamson Treatment Center, LLC
6100 Tower Circle, Suite 1000
Franklin, Tennessee 37067

Re: $375,000,000.00 aggregate principal amount of 5.625% Senior Notes due 2023 by Acadia Healthcare Company, Inc., a Delaware Corporation ("Acadia"), in connection with an exchange offer to be made pursuant to a Registration Statement ("Registration Statement") to be filed with the Securities and Exchange Commission on or about July 2, 2015, and under an Indenture dated as of February 11, 2015, the obligations of Acadia for Exchange Notes to be guaranteed by the guarantors named therein, including Beckley Treatment Center, LLC, a West Virginia limited liability company, Charleston Treatment Center, LLC, a West Virginia limited liability company, Clarksburg Treatment Center, LLC, a West Virginia limited liability company, Huntington Treatment Center, LLC, a West Virginia limited liability company, Parkersburg Treatment Center, LLC, a West Virginia limited liability company, Wheeling Treatment Center, LLC, a West Virginia limited liability company, and Williamson Treatment Center, LLC, a West Virginia limited liability company (such West Virginia entities being referred to collectively, as the "West Virginia Guarantors").

Ladies and Gentlemen:

We provide this Opinion Letter to the above-referenced West Virginia Guarantors.

I.
BACKGROUND

1.1 Engagement. We have acted as special West Virginia counsel to Beckley Treatment Center, LLC, Charleston Treatment Center, LLC, Clarksburg Treatment Center, LLC, Huntington Treatment Center, LLC, Parkersburg Treatment Center, LLC, Wheeling Treatment Center, LLC, and Williamson Treatment Center, LLC, in connection with the proposed guarantee from each of them, along with the other guarantors under the Indenture (as hereinafter

defined), of $375,000,000 in aggregate principal amount of 5.625% Senior Notes due 2023 (the "Exchange Notes") to be issued by Acadia Healthcare Company, Inc., a Delaware corporation (the "Company"), in connection with an exchange offer to be made pursuant to a Registration Statement on Form S-4 (such Registration Statement, as supplemented or amended, is hereinafter referred to as the "Registration Statement"), to be filed with the Securities and Exchange Commission (the "Commission") on or about July 2, 2015, under the Securities Act of 1933, as amended (the "Securities Act"). The obligations of the Company under the Exchange Notes will be guaranteed by the West Virginia Guarantors (the "Guarantees"), along with other guarantors. The Exchange Notes and the Guarantees are to be issued pursuant to an Indenture, dated as of February 11, 2015 (the "Indenture"), among the Company, the guarantors named therein and U.S. Bank National Association, as trustee (the transactions being referred to herein as the "Transaction").

1.2 Transaction Documents. In connection with issuing this opinion letter, we have examined originals, or copies certified or otherwise identified to our satisfaction, of such documents, corporate records and other instruments as we have deemed necessary for the purposes of this opinion, including (i) the organizational documents of the West Virginia Guarantors, (ii) resolutions of the board of directors of the West Virginia Guarantors with respect to the issuance of the Guarantees, (iii) the Indenture, (iv) the Registration Statement and (v) the Registration Rights Agreement, dated as of February 11, 2015, among the Company, the West Virginia Guarantors, the other guarantors party thereto and Merrill Lynch, Pierce, Fenner & Smith Incorporated.

1.3 Opining Jurisdiction. The **Law** (as defined in the attached Glossary) covered by the opinions expressed in this Opinion Letter is limited to the Law of the State of West Virginia (the **"State"**), and the Federal laws of the United States of America. We express no opinion concerning the Laws of any other jurisdiction or the effect thereof.

1.4 Scope of Review. In connection with the opinions hereinafter set forth, we have limited the scope of our review of the documents related to the Transaction to photocopies of the Transaction Documents, the Charter Documents and the Public Authority Documents as set forth in Annex A attached hereto. In addition, in connection with the opinions hereinafter set forth, we have reviewed such other documents and certificates of public officials and certificates of representatives of the West Virginia Guarantors, and have given consideration to such matters of law and fact, as we have deemed appropriate, in our professional judgment, to render such opinions.

1.5 Reliance Without Investigation. We have relied, with your consent and without investigation or analysis, upon information in the Public Authority Documents. Except to the extent the information constitutes a statement, directly or in practical effect, of any legal conclusion at issue, we have relied with your consent and, without investigation or analysis, upon the information contained in representations and/or certifications made by the West Virginia Guarantors in the Transaction Documents and on information provided in certificates of representatives and/or officers of the West Virginia Guarantors, which we reasonably believe to be an appropriate source for the information.

II.
OPINIONS

Based upon and subject to the foregoing and to the assumptions, exclusions and additional qualifications set forth below, we are of the opinion that:

2.1 Status. Beckley Treatment Center, LLC, Charleston Treatment Center, LLC, Clarksburg Treatment Center, LLC, Huntington Treatment Center, LLC, Parkersburg Treatment Center, LLC, Wheeling Treatment Center, LLC, and Williamson Treatment Center, LLC, are West Virginia limited liability companies duly formed and validly existing in the State of West Virginia.

2.2 Authority. The West Virginia Guarantors have the corporate power and authority to enter into and perform their obligations under the Indenture and the Guarantees.

2.3 Authorization. The West Virginia Guarantors have duly authorized, executed and delivered the Indenture and have duly authorized the Guarantees.

2.4 Breaches. The execution and delivery of the Indenture and the Guarantees by the West Virginia Guarantors and the performance by the West Virginia Guarantors of their obligations thereunder (including with respect to the Guarantees) do not and will not conflict with or constitute or result in a breach or default under (or an event which with notice or the passage of time or both would constitute a default under) or violation of any of, (i) the articles of incorporation, bylaws or other organizational documents of the West Virginia Guarantors or (ii) any statute or governmental rule or regulation of the State of West Virginia.

2.5 Consents. No consent, approval, authorization or order of any State of West Virginia court or governmental authority of the State of West Virginia was required in connection with the execution and delivery of the Indenture or is required for the issuance by the West Virginia Guarantors of the Guarantees.

III.
QUALIFICATIONS

Notwithstanding any provision in this Opinion Letter to the contrary, the foregoing opinions are subject to the following assumptions, exclusions and additional qualifications:

3.1 Assumptions. In rendering the foregoing opinions, we have relied, with your consent and without investigation, upon the assumptions set forth below unless in a given case the particular assumption states, directly or in practical effect, a legal conclusion expressed in the opinion:

(a) Natural persons who are involved in behalf of the West Virginia Guarantors have sufficient legal capacity to enter into and perform the Transaction or to carry out their role in it.

(b) Each party to the Transaction (other than the West Virginia Guarantors) has satisfied those legal requirements that are applicable to it to the extent necessary to make the Transaction Documents enforceable against it.

(c) Each party to the Transaction (other than the West Virginia Guarantors) has complied with all legal requirements pertaining to its status as such status relates to its rights to enforce the Transaction Documents against the West Virginia Guarantors.

(d) Each document submitted to us for review is accurate and complete, each such document that is an original is authentic, each such document that is a copy conforms to an authentic original, and all signatures on each such document are genuine.

(e) The Public Authority Documents are accurate, complete, and authentic and all official public records (including their proper indexing and filing) are accurate and complete.

(f) There has not been any mutual mistake of fact or misunderstanding, fraud, duress or undue influence.

(g) The conduct of the parties to the Transaction complies with any requirement of good faith, fair dealing and good conscience.

(h) The parties to the Transaction, other than the West Virginia Guarantors, have acted in good faith and without notice of any defense against the enforcement of any rights created as part of the Transaction.

(i) There are no agreements or understandings among the parties, written or oral, and there is no usage of trade or course of prior dealing among the parties that would, in either case, define, supplement or qualify the terms of the Transaction Documents.

(j) **Other Agreements** and **Court Orders** (as such terms are defined in the attached Glossary) would be enforced as written.

(k) Neither the other parties to the Transaction nor the West Virginia Guarantors will in the future take any discretionary action (including a decision not to act) permitted under the Transaction Documents that would result in a violation of law or constitute a breach or default under any Other Agreement or Court Order.

(l) The West Virginia Guarantors will obtain all permits and governmental approvals required in the future, and take all actions similarly required, relevant to subsequent consummation of the Transaction or performance of the Transaction Documents.

(m) All parties to the Transaction will act in accordance with, and will refrain from taking any action that is forbidden by, the terms and conditions of the Transaction Documents.

We have no Actual Knowledge that the foregoing assumptions are false. We have no Actual Knowledge of facts that, under the circumstances, would make our reliance on the foregoing assumptions unreasonable.

3.2 Exclusions. None of the foregoing opinions include any implied opinion unless such implied opinion is both (i) essential to the legal conclusion reached by the express opinions set forth above and (ii) based upon prevailing norms and expectations among experienced lawyers in the State, reasonable in the circumstances. Moreover, unless explicitly addressed in this Opinion Letter, the foregoing opinions do not address any of the following legal issues, and we specifically express no opinion with respect thereto:

(a) Federal securities laws and regulations administered by the Securities and Exchange Commission (other than the Public Utility Holding Company Act of 1935), state "Blue Sky" laws and regulations, and laws and regulations relating to commodity (and other) futures and indices and other similar instruments;

(b) Federal Reserve Board margin regulations;

(c) pension and employee benefit laws and regulations (e.g., ERISA);

(d) Federal and state antitrust and unfair competition laws and regulations;

(e) Federal and state laws and regulations concerning filing and notice requirements (e.g., Hart-Scott-Rodino and Exon-Florio);

(f) compliance with fiduciary duty requirements;

(g) **Local Law**;

(h) fraudulent transfer and fraudulent conveyance laws;

(i) Federal and state environmental laws and regulations;

(j) Federal and state land use and subdivision laws and regulations;

(k) Federal and state tax laws and regulations;

(l) Federal patent, copyright and trademark, state trademark, and other Federal and state intellectual property laws and regulations;

(m) Federal and state racketeering laws and regulations (e.g., RICO);

(n) Federal and state health and safety laws and regulations (e.g., OSHA);

(o) Federal and state health care laws;

(p) Federal and state banking laws and financial regulation (e.g. Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010);

(q) Federal and state labor laws and regulations;

(r) Federal and state laws, regulations and policies concerning (A) national and local emergency, (B) possible judicial deference to acts of sovereign states, and (C) criminal and civil forfeiture laws; and

(s) other Federal and state statutes of general application to the extent they provide for criminal prosecution (e.g., mail fraud and wire fraud statutes).

3.3 Bankruptcy and Insolvency Exception. The opinions set forth in this Opinion Letter are subject to the following qualifications: the effect of bankruptcy, insolvency, reorganization, receivership, moratorium and other similar laws affecting the rights and remedies of creditors generally. This exception includes:

(a) the Federal Bankruptcy Code and thus comprehends, among others, matters of turn-over, automatic stay, avoiding powers, fraudulent transfer, preference, discharge, conversion of a non-recourse obligation into a recourse claim, limitations on *ipso facto* and anti-assignment clauses;

(b) all other Federal and state bankruptcy, insolvency, reorganization, receivership, moratorium, arrangement and assignment for the benefit of creditors laws that affect the rights and remedies of creditors generally (not just creditors of specific types of debtors);

(c) all other Federal bankruptcy, insolvency, reorganization, receivership, moratorium, arrangement, and assignment for the benefit of creditors laws that have reference to or affect generally only creditors of specific types of debtors and state laws of like character affecting generally only creditors of financial institutions and insurance companies;

(d) state fraudulent transfer and conveyance laws; and

(e) judicially developed doctrines relevant to any of the foregoing laws, such as substantive consolidation of entities.

3.4 Equitable Principles Limitation. The opinions set forth in this Opinion Letter are subject to the following qualifications: the effect of general principles of equity, whether applied by a court of law or equity. This limitation includes principles:

(a) governing the availability of specific performance, injunctive relief or other equitable remedies which generally place the award of such remedies, subject to certain guidelines, in the discretion of the court to which application for such relief is made;

(b) affording equitable defenses (e.g., waiver, laches and estoppel) against a party seeking enforcement;

(c) requiring good faith and fair dealing in the performance and enforcement of a contract by the party seeking its enforcement;

(d) requiring reasonableness in the performance and enforcement of an agreement by the party seeking enforcement of the contract;

(e) requiring consideration of the materiality of (A) the West Virginia Guarantors' breach and (B) the consequences of the breach to the party seeking enforcement;

(f) requiring consideration of the impracticability or impossibility of performance at the time of attempted enforcement; and

(g) affording defenses based upon the enforcing party's unconscionable conduct after the parties have entered into the contract.

3.5 Other Common Qualifications. The opinions set forth in this Opinion Letter are subject to the following qualifications: to the extent the Law of the State applies any of the following rules to one or more of the provisions of the Transaction Documents covered by any opinion set forth in this Opinion Letter, that opinion is subject to the effect of generally applicable rules of Law that:

(a) limit or affect the enforcement of provisions of a contract that purport to require waiver of the obligations of good faith, fair dealing, diligence, and reasonableness;

(b) provide that forum selection clauses in contracts are not necessarily binding on the court(s) in the forum selected;

(c) limit the availability of a remedy under certain circumstances where another remedy has been elected;

(d) limit the right of a creditor to use force or cause a breach of the peace in enforcing rights, or otherwise to exercise purported self-help remedies;

(e) relate to the sale or disposition of collateral or the requirements of a commercially reasonable sale, including, without limitation, statutory cure provisions and rights of reinstatement and limitations on deficiency judgments;

(f) limit the enforceability of provisions releasing, exculpating or exempting a party from, or requiring indemnification of a party for, liability for its own action or inaction, to the extent the action or inaction involves gross negligence, recklessness, willful misconduct or unlawful conduct;

(g) may, where less than all of a contract may be unenforceable, limit the enforceability of the balance of the contract to circumstances in which the unenforceable portion is not an essential part of the agreed exchange;

(h) govern and afford judicial discretion regarding the determination of damages and entitlement to attorneys' fees and other costs;

(i) may, in the absence of a waiver or consent, discharge a guarantor to the extent that (A) action by a creditor impairs the value of collateral securing guaranteed debt to the detriment of the guarantor, or (B) guaranteed debt is materially modified;

(j) may permit a party who has materially failed to render or offer performance required by the contract to cure that failure unless (A) permitting a cure would unreasonably hinder the aggrieved party from making substitute arrangements for performance, or (B) it was important in the circumstances to the aggrieved party that performance occur by the date stated in the contract;

(k) impose limitations on attorneys' or trustees' fees; and

3.6 Generic Qualification. The opinions set forth in this Opinion Letter are subject to the following qualification: certain remedies, waivers, and other provisions of the Transaction Documents may not be enforceable under applicable law, but such law does not render the Transaction Documents invalid as a whole or make the Transaction Documents legally inadequate.

3.7 Swap Guaranty Qualification. The opinions set forth in this Opinion Letter are limited with respect to any guaranty of a "swap" as defined in Section 1a(47) of 7 U.S.C. § 1 et seq. (the "Commodity Exchange Act") by other than an "eligible contract participant" ("ECP") as required by Section 2(e) of the Commodity Exchange Act, as amended by Section 723(a)(2) of the Dodd-Frank Wall Street Reform and Consumer Protection Act, Public Law 111-203, 124 Stat. 1376 (2010) ("Dodd-Frank"), and we express no opinion as to whether any West Virginia Guarantor is an ECP for purposes of the Commodity Exchange Act. Pursuant to that certain CFTC Letter No. 12-17 issued by the Office of the General Counsel ("OGC") of the U.S. Commodity Futures Trading Commission on October 12, 2012, we note that the OGC interpreted Dodd-Frank to require that a swap guarantor be an ECP. In accordance with this interpretation, a swap guaranty executed by a guarantor that is not an ECP would be illegal and unenforceable. See e.g. 7 U.S.C. § 9(1). Consequently, we provide no opinion as to the enforceability of a guaranty of a swap obligation by any West Virginia Guarantor to the extent such guarantor is not an ECP.

IV.
USE OF THIS OPINION

4.1 This opinion is furnished to you in connection with the filing of the Registration Statement, in accordance with the requirements of Item 601(b)(5)(i) of Regulation S-K promulgated under the Securities Act. Waller Lansden Dortch & Davis LLP may rely upon this opinion in connection with its opinion addressed to the Company and the Guarantors, filed as Exhibit 5.1 to the Registration Statement, to the same extent as if it were an addressee hereof. We hereby consent to the filing of this opinion with the Commission as Exhibit 5.7 to the Registration Statement. We also consent to the reference to our firm under the heading "Legal Matters" in the Registration Statement. In giving this consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act. In addition, we assume no obligation to supplement this opinion if, after the date hereof, any applicable laws change or we become aware of any facts that might change the opinions set forth herein or cause such opinions to be inaccurate or incomplete. This opinion is an expression of professional judgment and is not a guarantee of a result.

Very truly yours,

FROST BROWN TODD LLC

By: /s/ Charles M. Johnson
Charles M. Johnson, Member

GLOSSARY

As used in the Opinion Letter to which this Glossary is attached, except as otherwise defined in such Opinion Letter, the following terms (whether used in the singular or the plural) shall have the meanings indicated:

Actual Knowledge: with respect to the Opinion Giver, the conscious awareness of facts or other information by the Primary Lawyer or Primary Lawyer Group.

Charter Documents: as defined in the Purchase Agreement.

Court Orders: court and administrative orders, writs, judgments and decrees that name the West Virginia Guarantors and are specifically directed to them or their property.

Final Offering Memorandum: as defined in the Purchase Agreement.

Governmental Authority: as defined in the Purchase Agreement.

West Virginia Guarantors: Beckley Treatment Center, LLC, Charleston Treatment Center, LLC, Clarksburg Treatment Center, LLC, Huntington Treatment Center, LLC, Parkersburg Treatment Center, LLC, Wheeling Treatment Center, LLC, and Williamson Treatment Center, LLC, West Virginia limited liability companies.

Law: the statutes, the judicial and administrative decisions, and the rules and regulations of the governmental agencies of the Opining Jurisdiction, including its Local Law (but subject to any limitations on coverage of Local Law set forth in the Opinion Letter to which this Glossary is attached).

Local Law: the statutes and ordinances, the administrative decisions, and the rules and regulations of counties, towns, municipalities and special political subdivisions (whether created or enabled through legislative action at the Federal, state or regional level), and judicial decisions to the extent that they deal with any of the foregoing.

Material Adverse Effect: as defined in the Purchase Agreement.

Opining Jurisdiction: a jurisdiction whose applicable Law is addressed by the Opinion Giver in the Opinion; if there is more than one such jurisdiction (e.g., the United States of America and a particular state), the term refers collectively to all.

Opinion: a legal opinion that is rendered by the Opinion Giver to one or more persons involved in the Transaction other than the West Virginia Guarantors.

Opinion Giver: the lawyer or legal organization rendering the Opinion.

Opinion Letter: the document setting forth the Opinion that is delivered to and accepted by the Opinion Recipient.

Opinion Recipient: the addressee or addressees of the Opinion Letter.

Other Agreements: contracts, other than the Transaction Documents, to which the West Virginia Guarantors are a party or by which they or their property are bound.

Other Counsel: a lawyer or legal organization (other than the Opinion Giver) providing a legal opinion pertaining to particular matters concerning the West Virginia Guarantors, the Transaction Documents or the Transaction (i) directly to the Opinion Recipient, or (ii) to the Opinion Giver in support of the Opinion.

Other Jurisdiction: the jurisdiction whose law a Transaction Document provides will govern that contract, if not the Opining Jurisdiction.

Primary Lawyer:

(a) the lawyer in the Opinion Giver's organization who signs the Opinion Letter;

(b) any lawyer in the Opinion Giver's organization who has active involvement in negotiating the Transaction, preparing the Transaction Documents or preparing the Opinion Letter; and

(c) solely as to information relevant to a particular opinion issue or confirmation regarding a particular factual matter (*e.g.*, pending or threatened legal proceedings), any lawyer in the Opinion Giver's organization who is primarily responsible for providing the response concerning that particular opinion issue or confirmation.

Primary Lawyer Group: all of the Primary Lawyers when there are more than one.

Public Authority Documents: certificates issued by the Secretary of State or any other government official, office or agency concerning a person's property or status, such as certificates of incorporation.

ANNEX A

TRANSACTION DOCUMENTS

(a) Indenture, among the Company, the Guarantors and U.S. Bank National Association, as trustee, with respect to the Notes, dated as of February 11, 2015.

(b) Registration Rights Agreement, by and among the Company, the Guarantors and the Initial Purchasers, dated February 11, 2015.

(c) Guarantee of the Notes.

PUBLIC AUTHORITY DOCUMENTS

(d) West Virginia Secretary of State Certificate of Existence for Beckley Treatment Center, LLC, dated June 18, 2015.

(e) West Virginia Secretary of State Certificate of Existence for Charleston Treatment Center, LLC, dated June 18, 2015.

(f) West Virginia Secretary of State Certificate of Existence for Clarksburg Treatment Center, LLC, dated June 18, 2015.

(g) West Virginia Secretary of State Certificate of Existence for Huntington Treatment Center, LLC, dated June 18, 2015.

(h) West Virginia Secretary of State Certificate of Existence for Parkersburg Treatment Center, LLC, dated June 18, 2015.

(i) West Virginia Secretary of State Certificate of Existence for Wheeling Treatment Center, LLC, dated June 18, 2015.

(j) West Virginia Secretary of State Certificate of Existence for Williamson Treatment Center, LLC, dated June 18, 2015.

(k) Certificate of the West Virginia Secretary of State dated January 13, 2015, certifying copy of the Articles of Organization of Beckley Treatment Center, LLC.

(l) Certificate of the West Virginia Secretary of State dated January 13, 2015, certifying copy of the Articles of Organization of Charleston Treatment Center, LLC.

(m) Certificate of the West Virginia Secretary of State dated January 14, 2015, certifying copy of the Articles of Organization of Clarksburg Treatment Center, LLC.

(n) Certificate of the West Virginia Secretary of State dated January 13, 2015, certifying copy of the Articles of Organization of Huntington Treatment Center, LLC.

(o) Certificate of the West Virginia Secretary of State dated January 13, 2015, certifying copy of the Articles of Organization of Parkersburg Treatment Center, LLC.

(p) Certificate of the West Virginia Secretary of State dated January 13, 2015, certifying copy of the Articles of Organization of Wheeling Treatment Center, LLC.

(q) Certificate of the West Virginia Secretary of State dated January 13, 2015, certifying copy of the Articles of Organization of Williamson Treatment Center, LLC.

OPERATING AGREEMENTS

(r) Amended and Restated Operating Agreement of Beckley Treatment Center, LLC, dated February 12, 2015.

(s) Amended and Restated Operating Agreement of Charleston Treatment Center, LLC, dated February 12, 2015.

(t) Amended and Restated Operating Agreement of Clarksburg Treatment Center, LLC, dated February 12, 2015.

(u) Amended and Restated Operating Agreement of Huntington Treatment Center, LLC, dated February 12, 2015.

(v) Amended and Restated Operating Agreement of Parkersburg Treatment Center, LLC, dated February 12, 2015.

(w) Amended and Restated Operating Agreement of Wheeling Treatment Center, LLC, dated February 12, 2015.

(x) Amended and Restated Operating Agreement of Williamson Treatment Center, LLC, dated February 12, 2015.

[Letterhead of Polsinelli PC]

July 2, 2015

Wichita Treatment Center, Inc.
6100 Tower Circle, Suite 1000
Franklin, Tennessee 377067

Re: **Kansas Local Counsel Opinion - Wichita Treatment Center Inc.**

Ladies and Gentlemen:

We have acted as special local counsel to Wichita Treatment Center Inc., a Kansas corporation ("**Company**"), in the State of Kansas in connection with certain transactions (the "**Transactions**") contemplated by a proposed guarantee from the Company, along with the other guarantors under the Indenture (as hereinafter defined), of $375,000,000 in aggregate principal amount of 5.625% Senior Notes due 2023 (the "**Exchange Notes**") to be issued by Acadia Healthcare Company, Inc., a Delaware corporation (the "**Acadia**"), in connection with an exchange offer to be made pursuant to a Registration Statement on Form S-4 (such Registration Statement, as supplemented or amended, is hereinafter referred to as the "**Registration Statement**"), to be filed with the Securities and Exchange Commission (the "**Commission**") on or about July 2, 2015, under the Securities Act of 1933, as amended (the "**Securities Act**"). The obligations of Acadia under the Exchange Notes will be guaranteed by the Company (the "**Guarantee**"), along with other guarantors. The Exchange Notes and the Guarantees are to be issued pursuant to an Indenture, dated as of February 11, 2015 (the "**Indenture**"), among the Company, the guarantors named therein and U.S. Bank National Association, as trustee. Capitalized terms used herein but not otherwise defined herein have the respective meanings set forth in the Indenture.

A. ***Documents Reviewed***.

In rendering the opinions expressed in this letter, we have examined and relied solely upon executed originals or copies of the following documents:

Company Records

(i) Company's Articles of Incorporation (the "**Company's Articles**"), which have been certified to us as of January 9, 2015 by the Secretary of State of Kansas;

(ii) a Certificate of Good Standing regarding Company dated June 18, 2015 issued by the Secretary of State of Kansas (the "**Company Certificate of Good Standing**");

(iii) Company's By-Laws (the "**Company's By-Laws**"), which have been certified by the Secretary of Company as of the date hereof to be correct and complete;

(iv) a Certificate of the Secretary of Company dated as of the date hereof ("**Company's Secretary's Certificate**") and the exhibits or addenda thereto (including a copy of consent resolutions of the board of directors of Company duly authorizing the Transactions, which copy is certified by the Secretary of Company to be true and correct resolutions of the board of directors and in full force and effect as of the date hereof);

Transaction Documents

(v) the Guarantee;

(vi) the Indenture;

(vii) the Registration Statement; and

(viii) the Registration Rights Agreement.

The documents listed in clauses (i) through (iv) above are collectively referred to in this letter as the "**Company Records**," and the documents listed in clauses (v) through (viii) above are collectively referred to in this letter as the "**Transaction Documents**."

B. ***Limitations, Qualifications & Assumptions***.

We call your attention to the fact that we did not conduct an investigation that independently confirms the assumptions or facts upon which we render this opinion and, with your permission, we have relied upon the representations and warranties as to factual matters contained in and made by Company in the Transaction Documents and the Company Records together with certain representations and statements made to us by Company and its officers and public officials as to factual matters material to the opinions expressed in this letter. We have no independent knowledge that any of such facts, representations or statements are untrue. Where our opinions indicate that they are "to our knowledge," it means that they involve only the independent knowledge of the attorneys of our firm who worked on and possessed knowledge concerning the matters set forth in this letter (which such attorneys are, based on our standard internal verification practices, the only attorneys at this firm who represent the Company), without any independent investigation or verification thereof. Specifically, but without limitation, we have made no inquiries of securities holders or employees of Company (other than obtaining representations in officer's certificates from certain officers of Company as described above). No inference as to our knowledge of the existence or absence of any fact should be drawn from the fact of our limited representation of Company in connection with the Transactions. We have not, for purposes of the opinions in this letter, (i) searched computerized or electronic databases for the docket or records of any court, governmental agency, regulatory body or other filing office in any jurisdiction, or (ii) undertaken any further inquiry other than as stated in this letter.

In rendering our opinions set forth in Paragraphs 1 and 2 below, we have relied exclusively on the Company Records, we have not obtained tax good standing certificates, and no opinion is provided with respect to tax good standing. In rendering our opinion set forth in Paragraph 4 below as to the execution and delivery of the Transaction documents, we note that (A) matters regarding execution and delivery of the Transaction documents that appropriately are covered by laws other than the State of Kansas are expressly excluded, and (B) we did not witness the actual execution of the Transaction documents and are relying instead on a review of the incumbency statements in the Secretary's Certificate and the final executed Transaction Documents.

The opinions and statements expressed in this letter are subject to the following assumptions, comments, conditions, exceptions, qualifications and limitations:

(a) Our opinions and statements expressed in this letter are restricted to matters governed by United States federal law and the laws of the State of Kansas. To the extent that the laws of any other jurisdiction apply, we express no opinion and we assume that the Transaction Documents are valid, legally binding and enforceable under the laws of such other jurisdiction.

(b) We express no opinion with respect to: (i) any federal or state securities laws; or (ii) the statutes, administrative decisions, rules or regulations of any county, municipality or any other political subdivision.

(c) We have assumed and relied upon the fact that the all loans in connection with the Transactions and the proceeds thereof are or will be used for legitimate business or corporate purposes under applicable law and are not or will not be for the individual benefit of any person or for personal, family or household purposes.

(d) We have assumed and relied upon the accuracy of all factual information set forth in the Transaction Documents, Company Records, instruments and certificates referred to in this letter. In reviewing the Transaction Documents, Company Records, instruments and certificates, we have assumed the genuineness of all signatures and initials thereon (including those of Company), the genuineness of all notaries contained thereon, conformance of all copies with the original thereof and originals to all copies thereof, and the accuracy of all statements, representations and warranties contained therein. We have further assumed that all certificates, documents and instruments dated prior to the date hereof (including those of Company) remain accurate and correct on the date hereof.

(e) Other than the Transaction Documents, we have not reviewed any agreements, documents or transactions described or referred to in the Company Records, and we express no opinion as to the effect of such agreements, documents and transactions upon the Transaction Documents or the matters discussed in this letter.

(f) None of the opinions set forth in this letter include any implied opinion unless such implied opinion is both (i) essential to the legal conclusion reached by the express opinions set forth herein and (ii) based upon prevailing norms and expectations among experienced lawyers in the State of Kansas, reasonable under the circumstances. Moreover, unless explicitly addressed in this letter, the opinions set forth herein do not address any of the following legal issues, and we specifically express no opinion with respect thereto: (1) federal securities laws and regulations, state blue sky laws and regulations; (2) Federal Reserve Board margin regulations; (3) pension and employee benefit laws and regulations; (4) federal and state anti-trust and unfair competition laws and regulations; (5) federal and state laws and regulations concerning filing and notice requirements (e.g. Hart-Scott-Rodino and Exon-Florio); (6) federal and state environmental laws and regulations; (7) federal patent, copyright and trademark, state trademark and other federal and state intellectual property laws and regulations; (8) federal and state racketeering laws and regulations; (9) federal and state health and safety laws and regulations; and (10) federal and state labor laws and regulations.

C. ***Opinions***.

Based on the foregoing, and qualified in the manner and to the extent set forth in this letter, we are of the opinion that:

1. Company is a company organized, validly existing, and in good standing in the State of Kansas.

2. Company has all requisite corporate power and authority to (a) own and operate its properties and (b) execute, deliver and perform its obligations under the Transaction Documents to which it is a party.

3. The execution, delivery and performance by Company of the Transaction Documents to which it is a party and the consummation of the transactions contemplated thereby has been duly authorized by all necessary corporate action.

4. Company has duly executed and delivered the Transaction Documents to which it is a party, other than the Exchange Notes and the Exchange Guarantee.

5. The execution, delivery, and performance by Company of each Transaction Document to which it is a party and the consummation of the transactions contemplated thereunder do not contravene, conflict with, or violate (a) any provision of law or regulation under the federal laws of the United States or the State of Kansas applicable to Company, or (b) Company's Articles or Company's By-Laws.

7. No consent, approval, authorization or order of any State of Kansas court or governmental authority of the State of Kansas was required in connection with the execution and delivery of the Indenture or is required for the issuance by the Company of the Guaranty.

Waller Lansden Dortch & Davis, LLP may rely upon this opinion in connection with its opinion addressed to the Company, filed as Exhibit 5.1 to the Registration Statement, to the same extent as if it were an addressee hereof and we hereby consent to the filing of this opinion with the Commission as Exhibit 5.8 to the Registration Statement. We also consent to the reference to our firm under the heading "*Legal Matters*" in the Registration Statement.

The information set forth in this letter is as of the date hereof, and we undertake no obligation or responsibility to, after the date hereof, update or supplement this opinion in response to or to make you aware of subsequent changes in the status of the law, future events occurring or information arising that, in any such case, affects or may affect the transactions contemplated by the Transaction Documents. The foregoing opinions should not be construed as relating to any matter other than the Transactions.

Very truly yours,

POLSINELLI PC

/S/ POLSINELLI PC

Exhibit 5.9

[Letterhead of Locke Lord LLP]

July 2, 2015

Detroit Behavioral Institute, Inc.
PHC of Michigan, Inc.
PHC of Nevada, Inc.
PHC of Utah, Inc.
PHC of Virginia, LLC
Wellplace, Inc.
c/o Acadia Healthcare Company, Inc.
6100 Tower Circle, Suite 1000
Franklin, Tennessee 37067

Re: Registration Statement on Form S-4

Ladies and Gentlemen:

We have acted as special Massachusetts counsel to each of (i) Detroit Behavioral Institute, Inc., a Massachusetts corporation, (ii) PHC of Michigan, Inc., a Massachusetts corporation, (iii) PHC of Nevada, Inc., a Massachusetts corporation, (iv) PHC of Utah, Inc., a Massachusetts corporation, (v) Wellplace, Inc., a Massachusetts corporation (each of the foregoing entities being a "Massachusetts Corporate Guarantor"), and (vi) PHC of Virginia, LLC, a Massachusetts limited liability company (the "Massachusetts LLC Guarantor" and collectively with the Massachusetts Corporate Guarantors, the "Massachusetts Guarantors"), in connection with each Massachusetts Guarantor's proposed guarantee, of $375,000,000 in aggregate principal amount of 5.625% Senior Notes due 2023 (the "Exchange Notes") to be issued by Acadia Healthcare Company, Inc., a Delaware corporation (the "Company"), in connection with an exchange offer to be made pursuant to a Registration Statement on Form S-4 (such Registration Statement, as supplemented or amended, the "Registration Statement"), to be filed with the Securities and Exchange Commission (the "Commission") on or about July 2, 2015, under the Securities Act of 1933, as amended (the "Securities Act"). The obligations of the Company under the Exchange Notes will be guaranteed by each Massachusetts Guarantor (each, a "Guarantee"), along with other guarantors. The Exchange Notes and the Guarantee of each Massachusetts Guarantor are to be issued pursuant to an Indenture, dated as of February 11, 2015 (the "Indenture"), among the Company, the guarantors named therein and U.S. Bank National Association, as trustee (the "Trustee"). Capitalized terms defined in the Indenture and not otherwise defined herein are used herein with the meanings so defined.

This opinion letter is furnished to you in connection with the filing of the Registration Statement in accordance with the requirements of Item 601(b)(5)(i) of Regulation S-K promulgated under the Securities Act. Our service as special counsel to the Massachusetts

Guarantors is limited to the preparation of this opinion letter, and we have not participated in any other matters related to the Exchange Notes and Guarantees or the transactions contemplated thereby, and we have not acted as counsel to the Company or the Massachusetts Guarantors in any matter or capacity other than for the rendering of this opinion letter.

In connection with issuing this opinion letter, we have examined and relied solely upon originals, or copies certified or otherwise identified to our satisfaction, of the following and we have made no other inquiry, investigation or documentary review for the purposes of this opinion:

(i) the Indenture;

(ii) the Guarantees;

(iii) the Registration Statement;

(iv) the Registration Rights Agreement dated as of February 11, 2015, among the Company, the Massachusetts Guarantors, the other guarantors party thereto and Merrill Lynch, Pierce, Fenner & Smith Incorporated;

(v) the Articles of Organization of each Massachusetts Corporate Guarantor certified by the Secretary of the Commonwealth of Massachusetts (the "Massachusetts Secretary") as of January 9, 2015, and by the Secretary of each Massachusetts Corporate Guarantor as of the date hereof;

(vi) the Certificate of Organization of the Massachusetts LLC Guarantor certified by the Massachusetts Secretary as of January 9, 2015, and by the Manager of the Massachusetts LLC Guarantor as of the date hereof;

(vii) the Amended and Restated By-Laws of each Massachusetts Corporate Guarantor certified by the Secretary of each Massachusetts Corporate Guarantor as of the date hereof;

(viii) the Operating Agreement of the Massachusetts LLC Guarantor certified by the Secretary of the Massachusetts LLC Guarantor as of the date hereof;

(ix) certificates of legal existence and good standing for each Massachusetts Guarantor issued by the Massachusetts Secretary as of June 18, 2015 (the "Good Standing Certificates");

(x) certificates of the Secretaries of each Massachusetts Corporate Guarantor as to resolutions of its board of directors and incumbency and signatures of authorized officers; and

(xi) a certificate of the Secretary of the Massachusetts LLC Guarantor as to resolutions of the sole member of the Massachusetts LLC Guarantor with respect to the issuance of its Guarantee and incumbency and signatures of authorized officers.

We have not reviewed any document that is referred to in or incorporated by reference into any of the foregoing documents. In addition, we have assumed that there exists no provision in any document that we have not reviewed that is inconsistent with the opinions set forth herein. We have also made such examination of law as we have deemed appropriate to give the opinions set forth below.

In giving our opinions below, we have assumed (i) the genuineness of all signatures, (ii) the legal capacity of all natural persons, (iii) the conformity to original documents of all documents submitted to us as electronic, certified, facsimile or photostatic copies, (iv) the authenticity, accuracy and completeness of all documents submitted to us as originals or as copies of originals, (v) the Company owns, directly or indirectly, all of the outstanding capital stock and membership interests, as applicable, of the Massachusetts Guarantors, (vi) the Registration Statement will be effective at the time the Exchange Notes are offered as contemplated by the Registration Statement, (vii) any applicable prospectus supplement will have been prepared and filed with the Commission describing the Exchange Notes offered thereby to the extent necessary, (viii) the Initial Notes have been exchanged in the manner described in the prospectus forming a part of the Registration Statement, (ix) the Indenture has been duly qualified under the Trust Indenture Act of 1939, as amended, and (x) the Company and the Massachusetts Guarantors will have obtained those certain legally required consents, approvals, authorizations and other orders of the Commission and any other federal regulatory agencies necessary for the Exchange Notes to be exchanged, offered and sold, in each case, as described and in the manner stated in the Registration Statement and any applicable prospectus supplement.

This opinions herein are limited to the law of the Commonwealth of Massachusetts, provided, however, that the opinions expressed herein are based upon a review of those laws, statutes and regulations that, in our experience, are generally recognized as applicable to the transactions contemplated in the issuance of the Exchange Notes, and in any event shall not include (and we express no opinion as to) any state antitrust, environmental, unfair competition, usury, labor and employment, securities or “blue sky” laws, tax laws or any rules or regulations with respect thereto, any laws or regulations relating to the licensure or operation of health care facilities, or any local laws relating to land use, zoning, environmental or health and safety laws.

Based solely on the foregoing, and subject to the limitations and qualifications set forth below, we are of the opinion that:

1. Each Massachusetts Corporate Guarantor is a corporation validly existing as a corporation and in good standing under the laws of the Commonwealth of Massachusetts. The Massachusetts LLC Guarantor is a limited liability company existing as a limited liability company and in good standing under the laws of the Commonwealth of Massachusetts.

2. Each Massachusetts Corporate Guarantor has the corporate power to execute and deliver, and perform its obligations under, the Indenture and the Guarantee to which it is a party. The Massachusetts LLC Guarantor has the limited liability company power to execute and deliver, and perform its obligations under, the Indenture and the Guarantee to which it is a party.

3. Each Massachusetts Guarantor has duly authorized, executed and delivered the Indenture and has authorized the Guarantee to which it is a party.

4. The execution and delivery by each Massachusetts Guarantor of the Indenture and the Guarantee to which it is a party do not, and the performance by such Massachusetts Guarantor of its obligations under the Indenture and the Guarantee to which it is a party will not, violate (i) the Articles of Organization or Amended and Restated By-Laws of such Massachusetts Corporate Guarantor, (ii) the Certificate of Organization or Operating Agreement of the Massachusetts LLC Guarantor, or (iii) the laws of the Commonwealth of Massachusetts.

5. No consent, approval, authorization or order of any Massachusetts court or governmental authority was required in connection with the execution and delivery of the Indenture by the Massachusetts Guarantors or is required for the issuance by the Massachusetts Guarantors of the Guarantees.

All opinions expressed herein are as of the date hereof (unless otherwise stated), and we assume no obligation to update such opinions to reflect any facts or circumstances that hereafter come to our attention or any changes in the law that may hereafter occur. Waller Lansden Dortch & Davis, LLP may rely upon this opinion letter in connection with its opinion addressed to the Company, filed as Exhibit 5.1 to the Registration Statement, to the same extent as if it were an addressee hereof.

We hereby consent to the filing of this opinion letter with the Commission as Exhibit 5.9 to the Registration Statement. We also consent to the reference to our firm under the heading “Legal Matters” in the Registration Statement. In giving this consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act.

Very truly yours,

/s/ Locke Lord LLP

Locke Lord LLP

Exhibit 5.10

[Letterhead of Adams and Reese LLP]

July 2, 2015

Millcreek Schools, LLC
Rehabilitation Centers, LLC
Baton Rouge Treatment Center, Inc.
6100 Tower Circle, Suite 1000
Franklin, Tennessee 37067

RE: Registration Statement on Form S-4

Ladies and Gentlemen:

We have acted as special Mississippi counsel for Millcreek Schools, LLC, a Mississippi limited liability company ("Millcreek Schools") and Rehabilitation Centers, LLC, a Mississippi limited liability company ("Rehabilitation Centers", together with Millcreek Schools, collectively, the "Mississippi Guarantors") and special Louisiana counsel for Baton Rouge Treatment Center, Inc., a Louisiana corporation ("Baton Rouge Treatment Center" or "Louisiana Guarantor," together with Mississippi Guarantors, collectively the "Guarantors") in connection with the proposed guarantee from each of the Guarantors, along with the other guarantors under the Indenture dated as of February 11, 2015 (the "Indenture") by and among Acadia Healthcare Company, Inc., a Delaware corporation (the "Company"), the Guarantors, along with the other guarantors party thereto, and U.S. Bank National Association, as trustee, of $375,000,000 in aggregate principal amount of 5.625% Senior Notes due 2023 (the "Exchange Notes") to be issued by the Company in connection with an exchange offer to be made pursuant to a Registration Statement on Form S-4 (such Registration Statement, as supplemented or amended, is hereinafter referred to as the "Registration Statement"), to be filed with the Securities and Exchange Commission (the "Commission") on or about July 2, 2015 under the Securities Act of 1933, as amended (the "Securities Act"). The obligations of the Company under the Exchange Notes will be guaranteed by the Guarantors (the "Guarantees", together with the Indenture, collectively, the "Transaction Documents"), along with other guarantors. The Exchange Notes and the Guarantees are to be issued pursuant to the Indenture. Except as otherwise defined herein, terms defined in the Indenture are used herein as therein defined.

In arriving at the opinions expressed below, we have examined and relied on originals or copies, identified to our satisfaction, of the Transaction Documents. In addition, we have examined such other documents, certificates from officers and representatives of the Guarantors and corporate records (collectively, the "Other Documents") and such questions of law as we have deemed necessary or appropriate for the purposes of this opinion. As to facts material to our opinion, we have made no independent investigation of such facts and have relied on such certificates from officers and representatives of the Guarantors, and from public officials, as we have deemed necessary or appropriate for the basis of this opinion. In making the foregoing examinations, we have assumed that, as to the factual matters only, all representations and warranties and other factual statements made in the aforesaid documents (other than those which are expressed herein as our opinions) were and are true, correct and complete in all material respects, and we made no independent investigation of such matters. We have assumed that any representation or statement qualified by "the knowledge" of the party making such representation or statement, or by similar qualification, is correct without such qualification. As to all matters in which a person or entity making a representation referred to above has represented that such person or entity either is not a party to, or does not have, or is not aware of, any plan or intention, understanding or agreement, we have assumed that there is in fact no such plan, intention, understanding or agreement. Moreover, to the extent that any of the Other Documents is governed by the laws of any jurisdiction other than the jurisdictions that are the subject of this opinion, our opinion relating to those Other Documents is based solely upon the plain meaning of their language without regard to interpretation or construction that might be indicated by the laws governing those Other Documents.

In rendering the opinions herein set forth, we have assumed, with your permission and without independent investigation on our part, the following:

(i) each of the Other Documents has been duly authorized, executed and delivered by each of the parties thereto, that each such party has the requisite power and authority to execute, deliver and perform the Other Documents and that the Other Documents constitute the legal, valid and binding obligation of each such party thereto enforceable against it in accordance with its terms;

(ii) the Transaction Documents have been duly authorized by each of the parties thereto (other than the Guarantors), that each such party (other than the Guarantors) has the requisite power and authority to execute, deliver and perform the Transaction Documents to which it is a party, that the Transaction Documents have been duly executed and delivered by each of the parties thereto, and that the Transaction Documents constitute the legal, valid and binding obligations of each party thereto enforceable in accordance with their terms;

(iii) the legal capacity of natural persons;

(iv) there are no extrinsic agreements or understandings among the parties to the Transaction Documents that would modify or affect the interpretation of the terms of the Transaction Documents or the respective rights or obligations of the parties thereunder;

(v) that each party to the Transaction Documents has received adequate consideration under applicable law for its execution and delivery thereof; and

(vi) all documents submitted to us as originals are authentic, all documents submitted to us as certified or photostatic copies conform to the authentic original documents, all signatures on all documents submitted to us for examination are genuine, the Transaction Documents will be executed in the form reviewed and all public records reviewed are accurate and complete.

Based upon the foregoing and subject to the assumptions, qualifications, exceptions and limitations set forth herein, we are of the following opinion as of the date hereof:

1. (a) Millcreek Schools is a limited liability company, validly existing and in good standing under the laws of the State of Mississippi. This opinion is based solely upon the certificate issued by the Secretary of State of the State of Mississippi dated June 18, 2015, and such opinion is limited to the meaning ascribed to such certificate.

(b) Rehabilitation Centers is a limited liability company, validly existing and in good standing under the laws of the State of Mississippi. This opinion is based solely upon the certificate issued by the Secretary of State of the State of Mississippi dated June 18, 2015, and such opinion is limited to the meaning ascribed to such certificate.

(c) Baton Rouge Treatment Center is a corporation, validly existing and in good standing under the laws of the State of Louisiana. This opinion is based solely upon the certificate issued by the Secretary of State of the State of Louisiana dated June 18, 2015, and such opinion is limited to the meaning ascribed to such certificate.

2. Each of the Mississippi Guarantors:

(a) has the requisite limited liability company power and authority to execute, deliver, and perform its agreements under the Transaction Documents to which such Mississippi Guarantor is a party;

(b) has taken the limited liability company action necessary to authorize the execution and delivery of, and performance of its agreements in, the Transaction Documents to which such Mississippi Guarantor is a party.

3. The Louisiana Guarantor:

(a) has the requisite corporate power and authority to execute, deliver, and perform its agreements under the Transaction Documents to which such Louisiana Guarantor is a party;

(b) has taken the corporate action necessary to authorize the execution and delivery of, and performance of its agreements in, the Transaction Documents to which such Louisiana Guarantor is a party; and

(c) has duly executed and delivered the Transaction Documents to which such Louisiana Guarantor is a party.

4. The execution and delivery by Millcreek Schools of the Transaction Documents to which it is a party do not, and if Millcreek Schools were now to perform its agreements in the Transaction Documents to which it is a party, such performance would not:

(a) violate the Certificate of Formation of Millcreek Schools filed December 27, 2013, or the Operating Agreement of Millcreek Schools dated December 31, 2013; or

(b) violate any existing provision of Applicable Laws (hereinafter defined).

5. The execution and delivery by Rehabilitation Centers of the Transaction Documents to which it is a party do not, and if Rehabilitation Centers were now to perform its agreements in the Transaction Documents to which it is a party, such performance would not:

(a) violate the Certificate of Formation of Rehabilitation Centers filed January 30, 2014, or the Operating Agreement of Rehabilitation Centers dated January 30, 2014; or

(b) violate any existing provision of Applicable Laws.

6. The execution and delivery by Baton Rouge Treatment Center of the Transaction Documents to which it is a party do not, and if Baton Rouge Treatment Center was now to perform its agreements in the Transaction Documents to which it is a party, such performance would not:

(a) violate the Articles of Incorporation of Baton Rouge Treatment Center filed June 13, 1995, or the By-Laws of Baton Rouge Treatment Center adopted June 14, 1995; or

(b) violate any existing provisions of Applicable Laws.

7. All Government Approvals (hereinafter defined) required for the execution and delivery of, and performance, if such Guarantor were to now perform, by each Guarantor of its agreements in, the Transaction Documents to which such Guarantor is a party, have been obtained or made.

The opinions set forth above are subject in all respects to the following qualifications, exceptions, assumptions and limitations:

(a) For purposes of our opinions, "Applicable Laws" means those laws of the State of Mississippi and the State of Louisiana, as applicable to such Guarantor, in effect as of the date hereof and the rules and regulations adopted thereunder, which a lawyer exercising professional judgment would reasonably be expected to recognize as being applicable to transactions of the type contemplated by the Transaction Documents. Furthermore, the term "Applicable Laws" does not include, and we express no opinion with regard to any: (i) statutes, administrative decisions, ordinances, rules and regulations of any political subdivision (whether at the state, regional or local level), (ii) statutes, laws, rules and regulations relating to: (A) pollution or protection of the environment, (B) zoning, land use, building or construction, (C) occupational, safety and health or other similar matters, (D) labor, employee rights and benefits, including the Employment Retirement Income Security Act of 1974, as amended, (E) the regulation of utilities, or matters pertaining to the acquisition, transaction, transportation, storage, or use of energy sources used in connection therewith or generated thereby, (F) antitrust, unfair competition and trade, including but not limited to the Hart-Scott-Rodino Antitrust Improvements Act of 1976, (G) taxation, (H) copyright, patent and trademark, (I) applicable securities laws, FINRA rules or stock exchange rules (J) usury, (K) fiduciary duty requirements, (L) fraudulent transfer or fraudulent conveyance, (M) racketeering; (N) any regulated industries in which any Guarantor participates; and (O) the merger of any party and filings related thereto; (iii) the Foreign Corrupt Practices Act; and (iv) the Uniting and Strengthening America by Producing Appropriate Tools Required to Intercept and Obstruct Terrorism Act, and in each case with respect to each of the foregoing, (X) as construed or enforced pursuant to any judicial, arbitral or other decision or pronouncement, (Y) as in effect in any jurisdiction, (Z) including, without limitation, any and all authorizations, permits, consents, applications, license, approvals, filings, registrations, publications, exemptions and the like required by any of them.

(b) For purposes of our opinions, the term "Government Approvals" means any order, consent, approval, license, authorization or validation of, filing, recording, or registration with, notice to or exemption by, any Mississippi or Louisiana government authority pursuant to any existing provision of Applicable Laws.

(c) The opinions expressed herein are as of the date hereof or, to the extent a reference to a certificate or Other Document is made herein, to such date only, and we assume no obligation to update or supplement such opinions to reflect any fact or circumstance that may hereafter come to our attention, or any amendment to any Transaction Document that may hereafter become effective, or any change in law that may hereafter occur or become effective.

(d) We do not assume responsibility for (i) the accuracy and completeness or fairness of any information of a factual nature; including, but not limited to, financial information furnished or representations and warranties contained in the Transaction Documents or (ii) the fulfillment, completion or performance of any covenants or agreements contained in the Transaction Documents. We have not passed upon any matters relating to the business affairs or condition (financial or otherwise) of the Guarantors or any other person and no inference should be drawn that we have expressed any opinion on matters relating to the ability of the Guarantors or any other party to the Transaction Documents to perform its obligations thereunder.

(e) This opinion is limited to the laws of the State of Mississippi and Louisiana.

This letter constitutes a legal opinion letter issued by our firm only as to the matters set forth above, and should not be construed as a guarantee, warranty or as any other type of document or instrument. In this regard, it is only our professional judgment as to the specific questions of law addressed, based on our professional knowledge and judgment at this time and is prepared and rendered in accordance with the standard of care applicable to opinion letters issued by law firms and/or lawyers located in the State of Mississippi and Louisiana.

Waller Lansden Dortch & Davis, LLP may rely upon this opinion in connection with its opinion addressed to the Company, filed as Exhibit 5.10 to the Registration Statement, to the same extent as if it were an addressee hereof. We hereby consent to the filing of this opinion with the Commission as Exhibit 5.8 to the Registration Statement. We also consent to the reference to our firm under the heading “Legal Matters” in the Registration Statement.

Very truly yours,

/s/ ADAMS AND REESE LLP

ADAMS AND REESE LLP

Exhibit 5.11

[Letterhead of Husch Blackwell LLP]

July 2, 2015

MCCALLUM PROPERTIES, LLC
MCCALLUM GROUP, LLC
WEBSTER WELLNESS PROFESSIONALS, LLC
AUSTIN EATING DISORDERS PARTNERS, LLC

6100 Tower Circle, Suite 1000
Franklin, Tennessee 37067

Re: Sale of $375,000,000 aggregate principal amount of 5.625% Senior Notes due 2023 (each a "Note" and, collectively, the "Notes") to Merrill Lynch, Pierce, Fenner & Smith Incorporated, Jefferies LLC and the other purchasers pursuant to the Purchase Agreement (as defined below) by Acadia Healthcare Company, Inc. (the "Company")

We have acted as special counsel in the State of Missouri (the "State") to MCCALLUM PROPERTIES, LLC, a Missouri limited liability company (the "McCallum Properties"), MCCALLUM GROUP, LLC, a Missouri limited liability company ("McCallum Group"), WEBSTER WELLNESS PROFESSIONALS, LLC, a Missouri limited liability company ("Webster"), and AUSTIN EATING DISORDERS PARTNERS, LLC, a Missouri limited liability company ("Austin,") (each of McCallum Properties, McCallum Group, Webster, and Austin, a "Client," and collectively, the "Clients"), in connection with the proposed guarantee from each of the Clients, along with the other guarantors under the Indenture (as hereinafter defined), of $375,000,000 in aggregate principal amount of 5.625% Senior Notes due 2023 (the "Exchange Notes") to be issued by Acadia Healthcare Company, Inc., a Delaware corporation (the "Company"), in connection with an exchange offer to be made pursuant to a Registration Statement on Form S-4 (such Registration Statement, as supplemented or amended, is hereinafter referred to as the "Registration Statement"), to be filed with the Securities and Exchange Commission (the "Commission") on or about July 2, 2015, under the Securities Act of 1933, as amended (the "Securities Act"). The obligations of the Company under the Exchange Notes will be guaranteed by the Clients pursuant to Article 10 of the Indenture (as defined below) (such guarantee provisions defined herein as the "Guarantees"), along with other guarantors. The Exchange Notes and the Guarantees are to be issued pursuant to an Indenture, dated as of February 11, 2015 (the "Indenture"), among the Company, the guarantors named therein and U.S. Bank National Association, as trustee.

A. Documents Reviewed.

For purposes of rendering our opinion set forth herein, we have reviewed a copy of the following documents:

1. That certain Indenture (including the Guarantees);
2. That certain Registration Rights Agreement dated February 11, 2015 among the Company, the Clients, the other guarantors party thereto and Merrill Lynch, Pierce, Fenner & Smith Incorporated;
3. The Registration Statement;
4. The form of the Exchange Notes;
5. That certain Secretary's Certificate executed by the Secretary of each Client, dated as of July 2, 2015;

We have also reviewed examined:

6. Those certain Articles of Organization with respect to McCallum Properties dated June 17, 2003 (the "MP Articles");
7. That certain Amended and Restated Operating Agreement of McCallum Properties dated September 3, 2014 (the "MP Operating Agreement");
8. That certain Action by Written Consent of the Member of McCallum Properties dated February 5, 2015 (the "MP Resolutions," and together with the MP Articles and the MP Operating Agreement, collectively, the "MP Organizational Documents");
9. Those certain Articles of Organization with respect to McCallum Group dated September 3, 2014 (the "MG Articles");
10. That certain Operating Agreement of McCallum Group dated September 3, 2014 (the "MG Operating Agreement");

11. That certain Action by Written Consent of the Member of McCallum Group dated February 5, 2015 (the "MG Resolutions," and together with the MG Articles and the MG Operating Agreement, collectively, the "MG Organizational Documents");

12. Those certain Articles of Organization with respect to Webster dated September 3, 2014 (the "Webster Articles");

13. That certain Operating Agreement of Webster dated September 3, 2014 (the "Webster Operating Agreement");

14. That certain Action by Written Consent of the Member of Webster dated February 5, 2015 (the "Webster Resolutions," and together with the Webster Articles and the Webster Operating Agreement, collectively, the "Webster Organizational Documents");

15. Those certain Articles of Organization with respect to Austin dated July 25, 2007, as amended by that Amendment of Articles of Organization, dated February 11, 2015 (the "Austin Articles");

16. That certain Operating Agreement of Austin dated September 3, 2014 (the "Austin Operating Agreement");

17. That certain Action by Written Consent of the Member of Austin dated February 5, 2015 (the "Austin Resolutions," and together with the Austin Articles and the Austin Operating Agreement, collectively, the "Austin Organizational Documents")(the MP Organizational Documents, the MG Organizational Documents, the Webster Organizational Documents, and the Austin Organizational Documents, collectively, the "Organizational Documents");

18. That certain Certificate of Good Standing issued by the Office of the Missouri Secretary of State (the "SOS") with respect to McCallum Properties dated June 18, 25, 2015 (the "MP Good Standing");

19. That certain Certificate of Good Standing issued by the SOS with respect to McCallum Group dated June 18, 2015 (the "MG Good Standing");

20. That certain Certificate of Good Standing issued by the SOS with respect to Webster dated June 18, 2015 (the "Webster Good Standing"); and

21. That certain Certificate of Good Standing issued by the SOS with respect to Austin dated June 18, 2015 (the "Austin Good Standing").

The Documents listed in 1 through 4 above are referred to collectively as the "Note Documents." The Documents listed in 1 through 21 above are referred to collectively as the "Transaction Documents."

In rendering the following opinions, as to factual matters that affect our opinions, we have, with your approval, relied on (and assumed the accuracy of) certificates, statements and other representations of officers and members of the Clients and others, including certificates of public officials (the "Public Documents"). We have assumed without investigation that there has been no relevant change or development between the dates as of which the information cited above was given and the date of this letter and that the information upon which we have relied is accurate and does not omit disclosures necessary to prevent such information from being misleading. We have not reviewed other records, documents, certificates or instruments, or conducted any other investigations (beyond our review of the Transaction Documents) for purposes of rendering the opinions expressed below.

B. Assumptions.

For purposes of rendering our opinions set forth herein, we have assumed, without having made any independent investigation that:

1. Each natural person executing any of the Transaction Documents is legally competent.

2. All signatures on the Transaction Documents are genuine. The Transaction Documents that have been submitted to us as photostatic copies conforms to the originals, and the originals of the Transaction Documents are authentic.

3. Any certification dated prior to the date hereof remains true as of the date hereof.

4. Each Public Document is accurate, complete and authentic and all official public records are accurate and complete.

5. [RESERVED].

6. The constitutionality or validity of a relevant statute, rule, regulation or agency action is not in issue unless a reported decision in the State has specifically addressed but not resolved, or has established, its unconstitutionality or invalidity.

7. The Registration Statement will be effective at the time the Exchange Notes are offered as contemplated by the Registration Statement.

8. Any applicable prospectus supplement will have been prepared and filed with the Commission describing the Exchange Notes offered thereby to the extent necessary.

9. The Outstanding Notes (as defined in the Registration Statement) have been exchanged in the manner described in the prospectus forming a part of the Registration Statement.

10. The Indenture has been duly qualified under the Trust Indenture Act of 1939, as amended.

11. The Company and the Clients will have obtained those certain legally required consents, approvals, authorizations and other orders of the Commission and any other federal regulatory agencies necessary for the Exchange Notes to be exchanged, offered and sold, in each case, as described and in the manner stated in the Registration Statement and any applicable prospectus supplement.

We have not made any independent investigation or inquiry concerning the business or financial condition of the Clients or concerning the operation, management, use or other dealings with the property of the Clients.

C. Opinions.

Based upon our examination of the Transaction Documents, and subject to the qualifications and assumptions herein set forth, we are of the opinion that:

1. Based solely on our review of the MP Good Standing, McCallum Properties is a limited liability company validly existing and in good standing under the laws of the State. Based solely on our review of the MG Good Standing, McCallum Group is a limited liability company validly existing and in good standing under the laws of the State. Based solely on our review of the Webster Good Standing, Webster is a limited liability company validly existing and in good standing under the laws of the State. Based solely on our review of the Austin Good Standing, Austin is a limited liability company validly existing and in good standing under the laws of the State.

2. Each Client has all necessary limited liability company power and authority to execute, deliver and perform the Note Documents to which it is a party, including the Guarantees.

3. Each Note Document has been duly authorized, executed and delivered by each Client party thereto, and the Guarantees have been duly authorized by each Client.

4. The execution, delivery and performance by McCallum Properties of the Note Documents, including the Guarantees, are not in contravention of or in conflict with any term or provision of the MP Organizational Documents. The execution, delivery and performance by McCallum Group of the Note Documents, including the Guarantees, are not in contravention of or in conflict with any term or provision of the MG Organizational Documents. The execution, delivery and performance by Webster of the Note Documents, including the Guarantees, are not in contravention of or in conflict with any term or provision of the Webster Organizational Documents. The execution, delivery and performance by Austin of the Note Documents, including the Guarantees, are not in contravention of or in conflict with any term or provision of the Austin Organizational Documents.

5. The execution, delivery and performance by each Client of the Note Documents, including the Guarantees, do not contravene, conflict with, or violate any provisions of applicable law or regulation under the laws of the State.

6. The execution and delivery by each Client of the Note Documents, including the Guarantees, do not to the best of our knowledge require the consent of, approval of, or the filing with any State governmental body or regulatory authority.

D. Qualifications.

The opinions expressed herein are expressly made subject to and are qualified by the following qualifications and limitations:

1. We render no opinion with respect to the enforceability of the Note Documents against the Client or any other party thereto.

2. We express no opinion with respect to any income, franchise, sales, withholding, real or personal property, business license or other tax (including, without limitation, any ad valorem tax on real property) under State law (including, without limitation, the State Constitution) which may result from the transactions contemplated by the Note Documents, or (b) transfer taxes in connection with any future transfer of all or any portion of any collateral or interest therein.

3. We have made no examination of title to any personal or real property purported to be encumbered by the Note Documents, and we express no opinion with respect thereto.

4. We express no opinion with respect to any document, other than the Note Documents (including the Guarantees), entered into between the Client and any party.

5. With respect to our opinion that each Note Document has been duly executed and delivered by each Client which is a party thereto, we note that we were not present at the execution and delivery of the original documents and that we have based our opinion on examination of copies of the Indenture and certificates, statements or other representations of officers of such Client. As to matters of fact, we have assumed all representations of the Clients and the other parties with regard to factual matters in the Transaction Documents are true. When an opinion is stated to be “to the best of our knowledge” or the statement is made that “to our knowledge”, or other words of similar import appear, the language means only that we have no actual knowledge to the contrary and does not indicate or imply any investigation or inquiry, of the Client or others, on our part. For this purpose “our” means only those attorneys within our firm who have done substantive work on this matter, after consultation with other attorneys at our firm who regularly advise the Clients.

6. This opinion is limited to the matters specifically stated in this letter, and no further opinion is to be implied or may be inferred beyond the opinions specifically stated herein. Unless otherwise stated herein, we have made no independent investigation regarding factual matters. This opinion is based solely on the state of the law as of the date of this opinion and the

factual matters in existence as of such date, and we specifically disclaim any obligation to monitor or update any of the matters stated in this opinion or to advise the persons entitled to rely on this opinion of any change in law or fact after the date of this opinion which might affect any of the opinions stated herein.

7. Waller Lansden Dortch & Davis, LLP may rely upon this opinion in connection with its opinion addressed to the Company, filed as Exhibit 5.1 to the Registration Statement, to the same extent as if it were an addressee hereof. We hereby consent to the filing of this opinion with the Commission as Exhibit 5.11 to the Registration Statement. We also consent to the reference to our firm under the heading “Legal Matters” in the Registration Statement. In giving this consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act.

8. We are qualified to practice law in the State and we do not purport to be experts on, or to express any opinion herein concerning, any matter governed by the laws of any jurisdiction other than the laws of the State.

Very truly yours,

HUSCH BLACKWELL LLP

/s/ Husch Blackwell LLP

Exhibit 5.12

[Letterhead of Karell Dyre Haney PLLP]

July 2, 2015

Kids Behavioral Health of Montana, Inc.
6100 Tower Circle, Suite 1000
Franklin, Tennessee 37067

Re: Exchange Offer — 5.625% Notes Due 2023 of Acadia Healthcare Company, Inc.

Ladies and Gentlemen:

We have acted as special Montana counsel to Kids Behavioral Health of Montana, Inc., a Montana corporation (the "Montana Guarantor"), in connection with the proposed guarantee from the Montana Guarantor, along with the other guarantors under the Indenture (as hereinafter defined), of $375,000,000 in aggregate principal amount of 5.625% Senior Notes due 2023 (the "Exchange Notes") to be issued by Acadia Healthcare Company, Inc., a Delaware corporation (the "Company"), in connection with an exchange offer to be made pursuant to a Registration Statement on Form S-4 (such Registration Statement, as supplemented or amended, is hereinafter referred to as the "Registration Statement"), to be filed with the Securities and Exchange Commission (the "Commission") on or about July 2, 2015, under the Securities Act of 1933, as amended (the "Securities Act"). The obligations of the Company under the Exchange Notes will be guaranteed by the Montana Guarantor (the "Guarantee", which shall be identical in all material respects to the original guarantee in the Indenture), along with other guarantors. The Exchange Notes and the Guarantee are to be issued pursuant to an Indenture, dated as of February 11, 2015 (the "Indenture"), among the Company, the guarantors named therein, and U.S. Bank National Association, as trustee.

In connection with issuing this opinion letter, we have examined originals, or copies certified or otherwise identified to our satisfaction, of such documents, corporate records and other instruments as we have deemed necessary for the purposes of this opinion, including:

A. A copy of the Montana Guarantor's Certificate of Formation, together with all amendments and supplements thereto, in each case certified as true and correct by the Secretary of State of the State of Montana as of January 9, 2015 (the "Certificate of Formation");

B. A copy of the Montana Guarantor's Bylaws dated February 22, 2007, certified as true and correct by the Montana Guarantor as of the date of this letter (together with the Montana Guarantor's Certificate of Formation, the "Charter Documents");

C. A Certificate of Existence dated June 18, 2015 (the "Good Standing Certificate"), issued by the Secretary of State of the State of Montana with respect to the Montana Guarantor;

D. A Certificate of the Montana Guarantor dated as of the date of this letter, attaching, among other things, a copy of the resolutions duly adopted by the Board of Directors of the Montana Guarantor, authorizing the Montana Guarantor's execution and delivery of the Indenture and issuance of the Guarantee ("Resolutions");

E. A copy of the Indenture;

F. A copy of the Registration Statement; and

G. A copy of the Registration Rights Agreement by and among the Company, the Guarantors, and the Initial Purchasers (the "Registration Rights Agreement").

The documents identified in E-G above, together with the Guarantee, are herein referred to as the "Transaction Documents".

In our examination of the documents referred to above and in rendering the opinions expressed below, we have assumed without investigation or verification (but with your permission):

(a) the accuracy, completeness and authenticity of all original certificates, agreements, documents, records and other materials, the conformity with originals of any copies, the genuineness of all signatures, and the legal capacity of all natural persons;

(b) that (i) each party to the Transaction Documents, if applicable, in each case other than with respect to the Montana Guarantor, has been duly organized and is validly existing under the laws of its respective jurisdiction of organization, has full power and authority to execute, deliver and perform all of its obligations under the Transaction Documents, as applicable, and has duly authorized by all requisite action, corporate, partnership or otherwise, and validly executed and delivered the Transaction Documents, as applicable, under the laws of the jurisdiction of its organization, and (ii) each of the Transaction Documents constitutes the legal, valid and binding obligation of each party thereto, enforceable against such party in accordance with its terms;

(c) in connection with the transactions contemplated by the Transaction Documents, each party thereto has complied with all aspects of all applicable laws, other than the law of the State of Montana in the case of the Montana Guarantor;

(d) the Transaction Documents executed by the Montana Guarantor have been transmitted to the appropriate recipients;

(e) each person who has taken any action relevant to any of our opinions in the capacity of director, officer, or otherwise was duly elected to that position and held that position when such action was taken;

(f) the Montana Guarantor's Charter Documents and all amendments thereto, if any, have been adopted in accordance with all applicable legal requirements;

(g) to the extent applicable to the opinions given in this letter, all factual statements, including without limitation representations and warranties, contained in the Transaction Documents or in certificates provided to us by or on behalf of the Montana Guarantor or others are true and correct;

(h) the Montana Guarantor will benefit from the extension of credit to the Company arising from the exchange of the Notes, as guaranteed by the Guarantee, to the extent necessary to make the Guarantee a valid corporate act of the Montana Guarantor;

(i) there has not been any mutual mistake of fact or misunderstanding, fraud, duress or undue influence among the parties to the Transaction Documents;

(j) each certificate obtained from a Governmental Authority relied on by us is accurate, complete and authentic, and all relevant official public records to which each such certificate relates are accurate and complete;

(j) as to certain matters of fact, we have relied, without independent investigation and with the express permission of the addressee hereof, on the statements and representations of officers and other representatives of the Montana Guarantor;

(k) the Registration Statement will be effective at the time the Exchange Notes are offered as contemplated by the Registration Statement;

(l) any applicable prospectus supplement will have been prepared and filed with the Commission describing the Exchange Notes offered thereby to the extent necessary;

(m) the Outstanding Notes (as defined in the Registration Statement) have been exchanged in the manner described in the prospectus forming a part of the Registration Statement;

(n) the Montana Guarantor is not a party to any legal proceeding in any court in Montana;

(o) the Indenture has been duly qualified under the Trust Indenture Act of 1939, as amended; and

(p) the Company and the Montana Guarantor will have obtained any legally required consents, approvals, authorizations and other orders of the Commission and any other federal regulatory agencies necessary for the Exchange Notes to be exchanged, offered and sold in the manner stated in the Registration Statement and any applicable prospectus supplement.

Based upon and subject to the qualifications, assumptions and limitations set forth herein, we are of the opinion that:

1. The Montana Guarantor is a corporation existing and in good standing under the laws of the State of Montana.

2. The Montana Guarantor has the corporate power and authority to enter into and perform its obligations under the Indenture and the Guarantee.

3. The Montana Guarantor has duly authorized, executed and delivered the Indenture and has duly authorized the Guarantee.

4. The execution and delivery of the Indenture and the Guarantee by the Montana Guarantor and the performance by the Montana Guarantor of its obligations thereunder (including with respect to the Guarantee) do not and will not conflict with or constitute or result in a breach or default under (or an event which with notice or the passage of time or both would constitute a default under) or violation of (i) any of the provisions of the Montana Guarantor's Charter Documents, or (ii) any statute or governmental rule or regulation of the State of Montana.

5. No consent, approval, authorization or order of any State of Montana court or governmental authority of the State of Montana was required in connection with the execution and delivery of the Indenture or is required for the issuance by the Montana Guarantor of the Guarantee.

Our opinions expressed above are subject to the following limitations, qualifications and exclusions:

(i) Our opinions are based upon and limited to the existing laws of the State of Montana on the date of this letter, and we assume no obligation to update or supplement this opinion. We have not made a review of, and express no opinion concerning, the laws of any jurisdiction other than the State of Montana.

(ii) Our opinions are limited to the specific opinions expressed above, and no opinion is to be implied or inferred beyond the matters expressly stated herein. Our opinions are not a guaranty of an outcome of any legal dispute which may arise with regard to the Transaction Documents or any other matter which is the subject of our opinions. We express no opinion on the enforceability of any of the Transaction Documents.

(iii) This letter is our opinion as to certain legal conclusions as specifically set forth herein, and is not and shall not be deemed to be a representation or opinion as to any factual matters.

(iv) In preparing this letter, we have relied without any independent verification upon the assumptions earlier stated in this letter and upon: (a) information contained in certificates obtained from governmental authorities; (b) factual information represented in the Transaction Documents; (c) factual information provided to us in certificates executed by the Company or the Montana Guarantor; and (d) factual information we have obtained from such other sources as we have deemed reasonable. We have examined the originals or copies certified to our satisfaction, of such other company records of the Montana Guarantor as we deemed necessary for or relevant to this letter, certificates of public officials and other officers of the Montana Guarantor, and we have assumed without investigation that there has been no relevant change or development between the dates as of which the information cited in the preceding sentence was given and the date of this letter and that the information upon which we have relied is accurate and does not omit disclosures necessary to prevent such information from being misleading. Our opinion in paragraph 1 is based solely upon the Good Standing Certificate.

(v) While we have not conducted any independent investigation to determine facts upon which our opinions are based or to obtain information about which this letter advises, we confirm that we do not have any actual knowledge which has caused us to conclude that our reliance and assumptions cited in this letter are unwarranted or that any information supplied to us in connection with the preparation of this letter is wrong. The term “actual knowledge” whenever it is used in this letter with respect to our firm means current actual knowledge (and not constructive, implied, or imputed knowledge or inquiry notice) at the time this letter is delivered on the date it bears by the lawyers who have had significant involvement with the preparation of this letter, without independent investigation or verification.

(vi) To the extent the Transaction Documents include or make reference to documents and instruments not examined by us, the opinions expressed herein are subject to the matters that would be revealed by examination of such documents and instruments.

(vii) We express no opinion as to any regulatory provisions applicable to (except as expressly stated in our opinion), or any license or permit required in connection with, the business conducted by the Montana Guarantor.

(viii) We express no opinion concerning the effect of laws and regulations relating to securities, pension and employee benefits, taxes, and any laws or regulations not generally applicable to the opinions set forth in this letter.

This opinion is limited to the specific issues addressed herein, and no opinion may be inferred or implied beyond that expressly stated herein. We assume no obligation to revise or supplement this opinion after the date of the effectiveness of the Registration Statement should the present laws of the State of Montana be changed by legislative action, judicial decision or otherwise.

This opinion is furnished to you in connection with the filing of the Registration Statement, in accordance with the requirements of Item 601(b)(5)(i) of Regulation S-K promulgated under the Securities Act. Waller Lansden Dortch & Davis LLP may rely upon this opinion in connection with its opinion addressed to the Company, filed as Exhibit 5.1 to the Registration Statement, to the same extent as if it were an addressee hereof.

We hereby consent to the filing of this opinion with the Commission as Exhibit 5.12 to the Registration Statement. We also consent to the reference to our firm under the heading “Legal Matters” in the Registration Statement. In giving this consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act.

Very truly yours,

KARELL DYRE HANEY PLLP

/s/ Allan Karell

ALLAN KARELL

Exhibit 5.13

[Letterhead of Ice Miller LLP]

July 2, 2015

Generations BH, LLC
Ohio Hospital for Psychiatry, LLC
Shaker Clinic, LLC
Ten Lakes Center, LLC
6100 Tower Circle, Suite 1000
Franklin, Tennessee 37067

Ladies and Gentlemen:

We have acted as special Ohio counsel to Generations BH, LLC ("GBH"), Ohio Hospital for Psychiatry, LLC ("OHP"), Shaker Clinic, LLC ("SC") and Ten Lakes Center, LLC ("TLC", and together with GBH, OHP and SC, being referred to herein collectively as the "Ohio Guarantors", and each individually as an "Ohio Guarantor"), in connection with the proposed guarantee from each of the Ohio Guarantors, along with the other guarantors under the Indenture (as hereinafter defined), of $375,000,000 in aggregate principal amount of 5.625% Senior Notes due 2023 (the "Exchange Notes") to be issued by Acadia Healthcare Company, Inc., a Delaware corporation (the "Company"), in connection with an exchange offer to be made pursuant to a Registration Statement on Form S-4 (such Registration Statement, as supplemented or amended, is hereinafter referred to as the "Registration Statement"), to be filed with the Securities and Exchange Commission (the "Commission") on or about July 2, 2015, under the Securities Act of 1933, as amended (the "Securities Act"). The obligations of the Company under the Exchange Notes will be guaranteed by the Ohio Guarantors (the "Guarantees"), along with other guarantors. The Exchange Notes and the Guarantees are to be issued pursuant to the Indenture, dated as of February 11, 2015 (the "Indenture"), among the Company, the guarantors named therein and U.S. Bank National Association, as trustee. Capitalized terms not otherwise defined herein shall have the respective meaning assigned to such terms in Exhibit A attached hereto.

Except as described in this letter, we are not generally familiar with the Ohio Guarantors' businesses, records, transactions, or activities. Our knowledge of their businesses, records, transactions, and activities is limited to the information that is set forth below and on Exhibit A and the Transaction Documents and the Authorization Documents (as hereinafter defined). We have examined copies, certified or otherwise identified to our satisfaction, of the documents listed in the attached Exhibit A, which is made a part hereof. For the purposes of this opinion, the documents listed as items 1 through 3 in Exhibit A are hereinafter referred to collectively as the "Transaction Documents" and the documents listed as items 4 through 9 in Exhibit A are hereinafter referred to collectively as the "Authorization Documents".

In rendering our opinion, we also have examined such certificates of public officials, organizational documents and records and other certificates and instruments as we have deemed necessary for the purposes of the opinion herein expressed and, with your permission, have relied upon and assumed the accuracy of such certificates, documents, records and instruments. We have made such examination of the laws of the State of Ohio (the "State") as we deemed relevant for purposes of this opinion, but we have not made a review of, and express no opinion concerning, the laws of any jurisdiction other than the laws of the State.

We have relied upon and assumed the truth and accuracy of the factual representations, certifications and warranties made in the Transaction Documents and the Authorization Documents, and have not made any independent investigation or verification of any factual matters stated or represented therein; provided, however, that such reliance and assumption would not be applicable to the extent we have actual knowledge that any such representation, certification or warranty made by any Ohio Guarantor is in any material way inaccurate or incorrect. Whenever our opinion or confirmation herein with respect to the existence or absence of facts is indicated to be based upon our knowledge or belief, it is intended to signify that, during the course of our representation of the Ohio Guarantors no information has come to the attention of the attorneys who participated in the representation which would give us actual knowledge of the existence or absence of such facts. Except to the extent expressly set forth herein, we have not undertaken any independent investigation to determine the existence or absence of such facts or circumstances or the assumed facts set forth herein, we accept no responsibility to make any such investigation, and no inference as to our knowledge of the existence or absence of such facts or circumstances or of our having made any independent review thereof should be drawn from our representation of the Ohio Guarantors. Our representation of the Ohio Guarantors is limited to the transactions contemplated by the Transaction Documents and other matters specifically referred to us by the Ohio Guarantors.

In rendering this opinion letter to you, we have assumed with your permission:

(a) Each document we have reviewed (including the Transaction Documents and the Authorization Documents) is accurate and complete, each such document that is an original is authentic, each such document that is a copy conforms to an authentic original, no such document has been amended, altered, revoked or otherwise modified, and all signatures on each such document are genuine.

(b) The documents that have been or will be executed and delivered in consummation of the transactions contemplated by the Transaction Documents are or will be identical in all material and relevant respects with the copies of the documents we have examined and on which this opinion is based.

(c) Each party to the Transaction Documents (other than the Ohio Guarantors) (i) has been organized, is validly existing, and where applicable is in good standing under its jurisdiction of formation, (ii) has full power and authority to enter into, execute, deliver,

receive and perform each of the Transaction Documents, and (iii) unless otherwise expressly stated, is qualified, to the extent that qualification is necessary, and authorized to do business in the State.

(d) The entry into, execution, delivery, receipt, and performance of the Transaction Documents by each of the parties thereto (other than the Ohio Guarantors) has been duly authorized by all requisite action on the part of such parties.

(e) The Transaction Documents constitute the valid, legal, binding and enforceable obligations of the parties thereto in accordance with the terms thereof under the law governing the Transaction Documents as set forth therein.

(f) Each of the Transaction Documents has been appropriately executed and delivered (other than by the Ohio Guarantors), with all appropriate schedules and exhibits attached and all blanks appropriately filled in.

(g) All terms and conditions of, or relating to, the transactions described in the Transaction Documents are correctly and completely contained in the Transaction Documents, and the Transaction Documents have not been amended or modified by oral or written agreement or by conduct of the parties thereto.

(h) Each public authority document is accurate, complete and authentic and all official public records (including their proper indexing and filing) furnished to or obtained by us, electronically or otherwise, were accurate, complete and authentic when delivered or issued and remain accurate, complete and authentic as of the date of this opinion letter.

(i) Each Ohio Guarantor has received value in exchange for its Guarantees.

(j) The execution and delivery of the Transaction Documents by all parties thereto will be free of intentional or unintentional mistake, misrepresentation, concealment, fraud, undue influence, duress or criminal activity.

(k) Each party to the Transaction Documents (other than the Ohio Guarantors) have complied with all legal requirements pertaining to their status as such status relates to their rights to enforce the Transaction Documents against the Ohio Guarantors.

(l) Natural persons executing the Transaction Documents, the Authorization Documents and all other documents in connection with the transactions contemplated thereby, whether on behalf of themselves or other persons or entities, have sufficient legal capacity to execute all such documents and enter into and perform the transactions contemplated thereby or to carry out their role in it.

(m) Persons acting on behalf of each party to the Transaction Documents, other than the Ohio Guarantors, including agents and fiduciaries, were duly authorized to act in that capacity.

Based on the foregoing and upon such investigation as we have deemed necessary, and subject to the assumptions, qualifications, exceptions and limitations set forth herein, we are of the opinion that:

1. Each Ohio Guarantor is a limited liability company existing under the laws of, and is in full force and effect with, the State.

2. Each Ohio Guarantor has the limited liability company power and authority to enter into and to perform its obligations under the Indenture and the Guarantees.

3. Each Ohio Guarantor has duly authorized, executed and delivered the Indenture and has duly authorized the Guarantees.

4. The execution and delivery of the Indenture and the Guarantees by each Ohio Guarantor and the performance by each Ohio Guarantors of its obligations thereunder (a) do not and will not conflict with, contravene, violate or constitute a default under its Articles of Organization or Operating Agreement, or (b) neither is prohibited by, nor subjects any Ohio Guarantor to a fine, penalty or other similar sanction under, any statute or regulation directly applicable to the Indenture, the Guarantees or the transactions contemplated thereby.

5. No consent, approval, authorization or order of any State court or governmental authority was required in connection with the execution and delivery of the Indenture by each Ohio Guarantor or is required for the issuance by each Ohio Guarantor of the Guarantees.

Each of the opinions set forth above is limited by its terms and subject to the assumptions hereinabove stated and is further subject to the following qualifications, exceptions and limitations, none of which shall limit the generality of any other assumption, qualification, exception or limitation:

A. We express no opinion and make no statements concerning or with respect to any statutes, ordinances, administrative decisions, rules, and regulations of counties, towns, municipalities, and special political subdivisions.

B. Without limiting the generality of any other exception, limitation or qualification, (i) the opinions set forth herein are limited to, and no opinion is implied or may be inferred beyond, the matters expressly stated herein, and (ii) we express no opinion in this letter with respect to (a) federal or state (including the State) securities, tax, antitrust or unfair competition laws and regulations, (b) the application of any law, statute, rule or regulation relating to the environment, health or safety; (c) any law, statute, rule, or regulation that may apply to any

party as a result of its activities in the State that are not directly related to the transactions contemplated by the Transaction Documents; (d) federal or state (including the State) laws and regulations concerning filing and notice requirements (*e.g.*, Hart-Scott-Rodino and Exon-Florio); (e) compliance with fiduciary duty requirements; (f) federal and state laws, regulations and policies concerning (i) national and local emergency, (ii) possible judicial deference to acts of sovereign states, and (iii) criminal and civil forfeiture laws; and (g) other federal and state statutes of general application to the extent they provide for criminal prosecution (e.g., mail fraud and wire fraud statutes).

C. Your attention is called to Ohio Revised Code Sections 2905.21(H)(1) and 2905.22 which prohibit as criminal usury the taking of interest at any rate in excess of 25% per annum, unless otherwise authorized by law; although Ohio Revised Code Section 1343.01(B)(1) may constitute such authorization, no opinion is expressed herein that the taking of interest in excess of 25% per annum would not be criminal usury under such sections.

D. The opinions set forth in paragraph 1 above relative to the existence under the law of, and full force and effect with, the State of each Guarantor are based only upon its Certificate of Full Force and Effect.

E. The effect of the Transaction Documents may be limited or otherwise affected if: (i) any Ohio Guarantor was or is rendered "insolvent", as that term is defined under Section 548 of the United States Bankruptcy Code, at the time the Transaction Documents were executed or performed, or as a result of their execution or performance; (ii) any Ohio Guarantor will not directly or indirectly benefit from the extension of credit under the Transaction Documents; and (iii) legally adequate consideration has not been received by any Ohio Guarantor in exchange for the transfers made and obligations incurred in connection with the transactions contemplated by the Transaction Documents and the delivery of the Transaction Documents.

F. The opinions set forth herein relating to the Transaction Documents are limited to only the provisions actually contained in the Transaction Documents, and do not extend to any provisions incorporated into any of the Transaction Documents by reference to any other document(s).

G. As used herein, as to each Ohio Guarantor, the phrases "limited liability company power and authority" and "duly authorized" refer and are limited to (a) the Ohio Limited Liability Company Act [Ohio Revised Code Chapter 1705], (b) its Articles of Organization, (c) its Operating Agreement and (d) its Resolutions.

H. Applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and transfer and other similar laws, and judicially developed doctrines relevant to any of the foregoing laws, affecting creditors' rights generally, and the discretion of the court before which any proceeding therefor may be brought.

I. Limitations and exceptions which may arise under general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law), including limitations as to the availability of specific equitable remedies (such as the remedy of specific performance).

J. This opinion letter covers only law that a lawyer in the jurisdictions whose law is being covered by this opinion letter exercising customary professional diligence would reasonably be expected to recognize as being applicable to the Ohio Guarantors, the Indenture, and the Guarantees.

This opinion constitutes our professional opinion as to certain legal consequences of, and the applicability of certain laws to, the various documents, instruments and other matters specifically referred to herein. It is not, however, a guaranty and should not be construed as such. We express no opinion other than as hereinbefore expressly set forth. No expansion of the opinions expressed herein may or should be made by implication or otherwise.

Without our prior written consent, no reproduction or further distribution of, and no reference to, this opinion may be made to any person or entity other than (i) you, (ii) in connection with a review of the Transaction by regulatory authorities having jurisdiction over you for the purpose of confirming the existence of this opinion letter, (iii) your counsel and auditors, (iv) pursuant to an order of a court, or (v) in connection with the assertion of a defense as to which this opinion letter is relevant and necessary. This opinion letter is rendered as of the date hereof, and we undertake no, and hereby disclaim any, obligation to advise you of any changes in, or new developments that might affect, any matters or opinions set forth herein.

In addition, (i) Waller Lansden Dortch & Davis, LLP may rely upon this opinion in connection with its opinion addressed to the Company, filed as Exhibit 5.1 to the Registration Statement, to the same extent as if it were an addressee hereof; and (ii) we hereby consent to the filing of this opinion with the Commission as Exhibit 5.13 to the Registration Statement. We also consent to the reference to our firm under the heading “Legal Matters” in the Registration Statement.

Very truly yours,

/s/ ICE MILLER LLP

ICE MILLER LLP

EXHIBIT A

LIST OF DOCUMENTS REVIEWED

1. Executed copy of the Indenture.

2. Executed copy of the Registration Statement.

3. Executed copy of the Registration Rights Agreement, dated as of February 11, 2015, among the Company, the Ohio Guarantors, the other guarantors party thereto and Merrill Lynch, Pierce, Fenner & Smith Incorporated and Jefferies LLC.

4. Secretary's Certificate of each Ohio Guarantor as of the date of the Secretary's Certificate as set forth on Schedule A.

5. The Articles of Organization, as may be amended (the "Articles of Organization"), of each Ohio Guarantor filed with the Secretary of State of the State of Ohio, as certified by the Secretary of each such Ohio Guarantor as of the date of the Secretary's Certificate as set forth on Schedule A, to be a true and complete copy of the Articles of Organization of each such Ohio Guarantor as of such date.

6. The Amended and Restated Operating Agreement (the "Operating Agreement") of each Ohio Guarantor, as certified by the Secretary of each such Ohio Guarantor as of the date of the Secretary's Certificate as set forth on Schedule A, to be a true and complete copy of the Operating Agreement of each such Ohio Guarantor as of such date.

7. Resolutions (the "Resolutions") of the sole member of each Ohio Guarantor with respect to the Indenture and the Guarantees, among other matters, as certified by the Secretary of each such Ohio Guarantor as being in effect as of the date of the Secretary's Certificate as set forth on Schedule A.

8. A listing of duly elected, qualified and acting officers of each Ohio Guarantor as of date of the Secretary's Certificate as set forth on Schedule A, together with a true signature of each such officer, as certified by the Secretary of each Ohio Guarantor as of the date of the Secretary's Certificate as set forth on Schedule A.

9. A Certificate of Full Force and Effect (each a "Certificate of Full Force and Effect") for each Ohio Guarantor issued by the Secretary of State of the State, dated as set forth on Schedule A.

SCHEDULE A

Name of Ohio Guarantor	Date of Secretary's Certificate	Date of Certificate of Full Force and Effect issued by Secretary of State of the State of Ohio
Generations BH, LLC	July 2, 2015	June 18, 2015
Ohio Hospital for Psychiatry, LLC	July 2, 2015	June 18, 2015
Shaker Clinic, LLC	July 2, 2015	June 18, 2015
Ten Lakes Center, LLC	July 2, 2015	June 18, 2015

Exhibit 5.14

[Letterhead of McAfee & Taft A Professional Corporation]

July 2, 2015

Rolling Hills Hospital, LLC
6100 Tower Circle, Suite 1000
Franklin, TN 37067

Ladies and Gentlemen:

We have acted solely as Oklahoma counsel to Rolling Hills Hospital, LLC, an Oklahoma limited liability company and successor by conversion to Rolling Hills Hospital, Inc., an Oklahoma corporation, in connection with the proposed guarantee from Rolling Hills Hospital, LLC (the "Guarantee"), along with the other guarantors, under the Indenture (as hereinafter defined) of $375,000,000 in aggregate principal amount of 5.625% Senior Notes due 2023 (the "Exchange Notes") to be issued by Acadia Healthcare Company, Inc., a Delaware corporation ("Acadia"), in connection with an exchange offer to be made pursuant to a Registration Statement on Form S-4 (the "Registration Statement"), being filed with the Securities and Exchange Commission (the "Commission") on or about July 2, 2015, under the Securities Act of 1933 (the "Securities Act"). The obligations of Acadia under the Exchange Notes will be guaranteed by Rolling Hills Hospital, LLC, along with other guarantors. The Exchange Notes and the Guarantee are to be issued pursuant to the Indenture.

Documents Reviewed

We have reviewed the following documents:

(i) Indenture, dated as of February 11, 2015, among the Acadia, the guarantors named therein, and U.S. Bank National Association, as trustee (the "Indenture");

(ii) Registration Statement;

(iii) Registration Rights Agreement dated as of February 11, 2015, among Acadia, Rolling Hills Hospital, LLC, the other guarantors party thereto, Merrill Lynch, Pierce, Fenner & Smith Incorporated, and Jefferies LLC;

(iv) Articles of Organization and Certificate of Conversion of Rolling Hills Hospital, LLC. as certified by the Oklahoma Secretary of State on January 8, 2015;

(v) Certificate of Good Standing for Rolling Hills Hospital, LLC issued by the Oklahoma Secretary of State on June 18, 2015;

(vi) Operating Agreement of Rolling Hills Hospital, LLC as certified by the Secretary of Rolling Hills Hospital, LLC as of July 2, 2015;

(vii) Resolutions of the sole member of Rolling Hills Hospital, LLC as certified by the Secretary of Rolling Hills Hospital, LLC as of July 2, 2015; and

(viii) Secretary's Certificate of the Guarantors dated as of July 2, 2015.

Opinions

Based upon the foregoing, it is our opinion that:

1. Rolling Hills Hospital, LLC is validly existing as a limited liability company in good standing under the laws of the State of Oklahoma.

2. Rolling Hills Hospital, LLC has the requisite limited liability company power and authority to execute, deliver, and perform its obligations under the Indenture and Guarantee.

3. The execution, delivery, and performance of the Indenture and Guarantee have been duly and validly authorized by Rolling Hills Hospital, LLC.

4. Rolling Hills Hospital, LLC has duly executed and delivered the Indenture.

5. The execution, delivery, and performance of the Indenture and Guarantee by Rolling Hills Hospital, LLC: (i) will not violate the Articles of Organization or Operating Agreement of Rolling Hills Hospital, LLC, (ii) are not prohibited by applicable provisions of statutes or regulations duly enacted or promulgated by the State of Oklahoma ("Statutes or Regulations") and do not subject Rolling Hills Hospital, LLC to a fine, penalty, or any other similar sanctions under Statutes or Regulations, and (iii) do not require any filing or registration by Rolling Hills Hospital, LLC with, or approval, consent, or authorization of, any governmental authority under any Statutes or Regulations.

Qualifications, Limitations, Assumptions, and Exceptions

The opinions in this letter are subject to the following qualifications, limitations, assumptions, and exceptions:

(a) The opinion in 1 above is based solely on our review of the documents described in (iv) and (v) above.

(b) We have not made any investigation of factual matters or the accuracy or completeness of any representation, warranty, any other information, whether written or oral, that may have been made by or on behalf of the parties to any of the documents described in this letter or otherwise, and we have assumed that none of such information, if any, contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements made, in light of the circumstances in which they are made, not misleading.

(c) We have assumed:

(i) The genuineness of all signatures, the legal capacity of natural persons, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as copies, and the authenticity of the originals of such copies;

(ii) The terms of the Guarantee will be identical in all material respects to the terms provided in § 10.1 of the Indenture; and

(iii) Rolling Hills Hospital, LLC has physically delivered the executed Indenture without condition and with the intention to be immediately bound by it.

(d) This opinion is based only on the laws of the State of Oklahoma. We express no opinion about the laws of any other state or jurisdiction.

(e) We have not been involved in the negotiation, preparation, or execution of the Registration Statement, Indenture, Guarantee (or any notation of the Guarantee), or any of the related agreements executed or delivered in connection therewith. We have been retained solely for the purpose of rendering certain legal opinions under Oklahoma law.

The qualifications, limitations, assumptions, and exceptions in this letter are material to the opinions expressed in this letter, and the inaccuracy of any assumptions could render these opinions inaccurate.

We have prepared this opinion letter in accordance with customary practice for the preparation and interpretation of opinions of this type. We have assumed, and your acceptance of this letter shall confirm, that you (alone or with your counsel) are familiar with this customary practice.

This opinion letter is provided as a legal opinion only, effective as of the date of this letter, and not as representations of fact. We do not render any opinions except as stated above. Waller Lansden Dortch & Davis, LLP may rely upon this opinion letter in connection with its opinion addressed to Acadia, filed as Exhibit 5.1 to the Registration Statement, to the same extent as if it were an addressee of this opinion letter. We consent to the filing of this opinion letter with the Commission as Exhibit 5.14 to the Registration Statement. We also consent to the reference to our firm under the heading “Legal Matters” in the Registration Statement. In giving this consent, we do not admit that we are included in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission.

Very truly yours,

/s/ McAfee & Taft A Professional Corporation

Exhibit 5.15

[Letterhead of Davis Wright Tremaine LLP]

July 2, 2015

CRC Health Oregon, Inc.
c/o Acadia Healthcare Company, Inc.
6100 Tower Circle, Suite 1000
Franklin, Tennessee 37067

Ladies and Gentlemen:

We have acted as special counsel to Acadia Healthcare Company, Inc. (the "Company") and as special counsel to CRC Health Oregon, Inc., an Oregon corporation (the "Oregon Guarantor"), in connection with the proposed guarantee from the Oregon Guarantor, along with the other guarantors under the Indenture (as hereinafter defined), of $375,000,000 aggregate principal amount of 5.625% Notes due 2023 (the "Exchange Notes") to be issued by the Company in connection with an exchange offer to be made pursuant to a Registration Statement on Form S-4 (the "Registration Statement") to be filed with the Securities and Exchange Commission (the "Commission") on or about July 2, 2015, under the Securities Act of 1933, as amended (the "Securities Act"). The obligations of the Company under the Exchange Notes will be guaranteed by the Oregon Guarantor (the "Guarantee"). The Exchange Notes and the Guarantee are to be issued pursuant to an Indenture dated as of February 11, 2015 (the "Indenture"), among the Company, the guarantors named therein, and U.S. Bank National Association, as trustee.

The law covered by the opinions expressed herein is limited to the laws of the State of Oregon.

This opinion letter is to be interpreted in accordance with customary practice as to the matters addressed, the meaning of the language used and the scope and nature of the work we have performed.

A. Documents and Matters Examined

In connection with this opinion letter, we have examined originals, or copies certified or otherwise identified to our satisfaction, of such documents, records, certificates and statements of government officials, officers and other representatives of the persons referred to therein, and such other documents as we have deemed relevant or necessary as the basis for the opinions herein expressed, including the following:

A-1 The Indenture.

A-2 The Registration Rights Agreement dated as of February 11, 2015 (the "Registration Rights Agreement") among the Company, the Oregon Guarantor, the other guarantors party thereto, Merrill Lynch, Pierce, Fenner & Smith Incorporated and Jeffries LLC.

A-3 The Registration Statement.

A-4 A specimen form of the Exchange Notes, and the accompanying Notation of Guaranty (the "Guarantee"), from the Oregon Guarantor and the other guarantors party thereto.

The items listed in A-1 through A-4 above are referred to herein as the "Transaction Documents."

B. Opinions

Based on the foregoing examinations and subject to the qualifications and exclusions stated below, we are of the opinion that:

B-1 The Oregon Guarantor is a corporation duly incorporated and validly existing under Oregon law.

B-2 The Oregon Guarantor has corporate power and authority to enter into, and to perform its obligations under, each Transaction Document.

B-3 The Oregon Guarantor has authorized, by all necessary corporate action on the part of the Oregon Guarantor, the execution and delivery of, and the performance of the transactions contemplated by, each Transaction Document, and the Oregon Guarantor has executed and delivered each Transaction Document to which it is a party.

B-4 The execution and delivery by the Oregon Guarantor of, and the performance of the transactions contemplated by, the Transaction Documents do not violate the Oregon Guarantor's Articles of Incorporation or Bylaws.

B-5 The execution and delivery by the Oregon Guarantor of, and the performance of the transactions contemplated by, the Transaction Documents are not prohibited by, nor do they subject the Oregon Guarantor to the imposition of a fine, penalty or other similar sanction for a violation under, any applicable statutes or regulations.

B-6 No consent, approval, authorization or other action by, or filing with, any governmental authority is required in connection with the execution and delivery by the Oregon Guarantor of the Transaction Documents to or the consummation of the transactions contemplated thereby.

C. Qualifications

The opinions set forth herein are subject to the effect of bankruptcy, insolvency, reorganization, receivership, moratorium, fraudulent transfer and other similar laws affecting the rights and remedies of creditors generally, and the effect of general principles of equity, whether applied by a court of law or equity.

This opinion letter is delivered as of its date and without any undertaking to advise you of any changes of law or fact that occur after the date of this opinion letter even though the changes may affect the legal analysis, a legal conclusion or information confirmed in this opinion letter.

Waller Lansden Dortch & Davis, LLP may rely on this opinion letter in connection with its opinion addressed to the Company, filed as Exhibit 5.1 to the Registration Statement as if it were addressed to Waller Lansden Dortch & Davis, LLC on the date hereof. We consent to the filing of this opinion with the Commission as Exhibit 5.15 to the Registration Statement. We also consent to the reference to our firm under the heading "Legal Matters" in the Registration Statement.

Very truly yours,

/s/ Davis Wright Tremaine LLP

Exhibit 5.16

[Letterhead of Meyer, Unkovic & Scott LLP]

July 2, 2015

Southwood Psychiatric Hospital, LLC
6100 Tower Circle, Suite 1000
Franklin, TN 37067

White Deer Run, Inc.
517 Brook Dr.
Lewisburg, PA 17837

White Deer Realty, Ltd.
517 Brook Dr.
Lewisburg, PA 17837

Re: Opinion of Special Counsel to Pennsylvania Guarantors

Ladies and Gentlemen:

We have acted as special local counsel in the Commonwealth of Pennsylvania (the "Commonwealth"), to Southwood Psychiatric Hospital, LLC, a Pennsylvania limited liability company ("Southwood"), White Deer Realty, Ltd, a Pennsylvania limited partnership ("White Deer Realty"), and White Deer Run, Inc., a Pennsylvania corporation, ("White Deer Run", along with Southwood and White Deer Realty, the "Pennsylvania Guarantors"), in connection with the proposed guarantee from each of the Pennsylvania Guarantors, along with the other guarantors under the Indenture (as hereinafter defined) of $375,000,000 in aggregate principal amount of 5.625% Senior Notes due 2023 (the "Exchange Notes") to be issued by Acadia Healthcare Company, Inc., a Delaware corporation (the "Company"), in connection with an exchange offer to be made pursuant to a Registration Statement on Form S-4 (such Registration Statement, as supplemented or amended, is hereinafter referred to as the "Registration Statement"), to be filed with the Securities and Exchange Commission (the "Commission") on or about July 2, 2015, under the Securities Act of 1933, as amended (the "Securities Act"). The Exchange Notes and the Guarantees (as hereinafter defined) are to be issued pursuant to an Indenture, dated as of February 11, 2015, among the Company, the guarantors named therein and U.S. Bank National Association, as trustee (the "Indenture"). The obligations of the Company under the Exchange Notes will be guaranteed by the Pennsylvania Guarantors (the "Guarantees"), along with other guarantors under the Indenture.

In connection with issuing this opinion letter, we have examined originals or copies (certified or otherwise identified to our satisfaction) of the following documents:

1. A Certificate of Good Standing dated June 18, 2015, issued by the Secretary of the Commonwealth with respect to Southwood;
2. A Certificate of Good Standing dated June 18, 2015, issued by the Secretary of the Commonwealth with respect to White Deer Realty;
3. A Certificate of Good Standing dated June 18, 2015, issued by the Secretary of the Commonwealth with respect to White Deer Run;
4. The certificate of organization and all amendments thereto of Southwood, certified by the Secretary of the Commonwealth on January 9, 2015;
5. The articles of incorporation and all amendments thereto of White Deer Realty formerly White Deer Realty Acquisition Corp., certified by the Secretary of the Commonwealth on January 9, 2015;
6. The articles of incorporation and all amendments thereto of White Deer Run, certified by the Secretary of the Commonwealth on January 9, 2015;
7. The Secretary's Certificate of the Southwood dated July 2, 2015 and the exhibits attached thereto;
8. The Secretary's Certificate of the White Deer Realty dated July 2, 2015 and the exhibits attached thereto;
9. The Secretary's Certificate of the White Deer Run dated July 2, 2015 and the exhibits attached thereto;
10. The Indenture;
11. The Registration Statement;
12. The Registration Rights Agreement, dated as of February 11, 2015, among the Company, Pennsylvania Guarantors, the other guarantors party thereto and Merrill Lynch, Pierce, Fenner & Smith Incorporated.

Items 1 through 9 above are collectively referred to as the "Organizational Documents." Items 10 through 12 above are collectively referred to as the "Securities Documents". Except as to the documents delineated above, we have not reviewed, and express no opinion as to any other instrument or document referred to in the Organizational Documents or the Securities Documents, and we express no opinion with respect to the Organizational Documents or the Securities Documents except for those expressly set forth below.

In such examination, we have assumed the genuineness of all signatures by each party, the authority of each person or person who executed any document on behalf of another person or entity, the legal capacity of all natural persons, the authenticity of all documents submitted to us as originals, the conformity to original documents of all

documents submitted to us as certified, conformed or photostatic copies and the authenticity of the originals of such latter documents. We have assumed that each of the Organizational Documents and the Securities Documents has not been amended subsequent to its respective date, and that there has been no change in any of the matters set forth in the Secretary's Certificate of each of the Pennsylvania Guarantors. We express no opinion regarding the enforceability of any of the Securities Documents against any party thereto, including the Pennsylvania Guarantors. As to all questions of fact material to this opinion letter, we have relied upon certificates found in Items 1, 2, 3, 7, 8 and 9 above of officers and representatives of the Pennsylvania Guarantors and the Company and upon the representations and warranties of the Pennsylvania Guarantors and the Company regarding issues of fact contained in the Organizational Documents and the Securities Documents.

Based on the foregoing, and subject to the qualifications stated herein, we are of the opinion that:

A. The Pennsylvania Guarantors are corporations, limited partnerships or limited liability companies, as the case may be, each duly formed, validly existing and in good standing under the laws of the Commonwealth, as evidenced by the Good Standing Certificates listed in Items 1, 2, and 3 above issued by the Commonwealth, for each of the Pennsylvania Guarantors;

B. The Pennsylvania Guarantors have the power and authority to enter into and perform their obligations under the Indenture and the Guarantee;

C. The Pennsylvania Guarantors have duly authorized, executed and delivered the Indenture and have duly authorized the Guarantees;

D. To our knowledge, the execution and delivery of the Indenture and the Guarantees by the Pennsylvania Guarantors and the performance by the Pennsylvania Guarantors of their obligations under the Indenture and the Guarantees do not and will not conflict with or constitute or result in a breach or default under or any violation of their Organizational Documents nor result in any violation of any law of the Commonwealth applicable to the Pennsylvania Guarantors that in our experience is customarily applicable to transactions of the nature contemplated by the Indenture and the Guarantees.

E. No consent, approval, authorization or order of any Commonwealth court or governmental authority of the Commonwealth was required in connection with the execution and delivery of the Indenture or is required for the issuance by the Pennsylvania Guarantors of the Guarantees.

The opinions expressed herein are limited to the laws of the Commonwealth (other than state blue sky securities and usury laws, as to which we express no opinion). We render no opinion herein whatsoever regarding: (i) the compliance with, or any governmental or regulatory filing, approval, authorization, license or consent required by or under any (A) health or environmental law, (B) antitrust law, (C) federal securities law, (D) taxation law, (E) worker health or safety, subdivision, building code, use and occupancy,

zoning, or permitting or land use matter, (F) patent, trademark or copyright law (including, but not limited to, any filings and registrations of any patent, trademark or copyright with any governmental authority), or (G) labor or employment law (including, but not limited to, pension and employee benefit law, rule or regulation); or (ii) the compliance or noncompliance of any real estate, personal property or business operations of the Pennsylvania Guarantors with federal, state or local laws, statutes, ordinances, rules or regulations; or (iii) any law other than those of the Commonwealth now in effect, to the matters set forth herein and as of the date hereof. We assume no obligation revise or supplement the opinions set forth in this letter should any such law be changed by legislative action, judicial decision or otherwise or to reflect any facts or circumstances which may hereafter come to our attention.

This opinion letter is strictly limited to the matters stated herein and no other or more extensive opinion is intended, implied or to be inferred beyond the matters expressly stated herein. This opinion letter is not a guaranty and should not be construed or relied on as such.

As used in this letter “knowledge” means, without investigation, analysis, or review of court or other public records or our files or other inquiry to determine the existence or absence of facts, and in addition with respect to this law firm, means the actual current awareness of facts or other information by lawyers in this firm engaged for this matter of factual matters such lawyers recognize as being relevant to this opinion or confirmation so qualified.

Waller Lansden Dortch & Davis, LLP may rely upon this opinion in connection with its opinion addressed to the Company, filed as Exhibit 5.1 to the Registration Statement (as defined below), to the same extent as if it were an addressee hereof . We hereby consent to the use of this letter as an exhibit to the Registration Statement to be filed with the Commission July 2, 2015, under the Securities Act with respect to the Exchange Notes. In giving such consent we express no opinion as to whether we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission. We also consent to the reference to our firm under the heading “Legal Matters” in the Registration Statement.

Very truly yours,

/s/ Meyer, Unkovic & Scott LLP

Meyer, Unkovic & Scott LLP

Exhibit 5.17

[Letterhead of Nelson Mullins Riley & Scarborough LLP]

July 2, 2015

Rebound Behavioral Health, LLC
6100 Tower Circle, Suite 1000
Franklin, TN 37067

Ladies and Gentlemen:

We are issuing this opinion letter in our capacity as special South Carolina counsel to Rebound Behavioral Health, LLC, a South Carolina limited liability company (the "Guarantor"), in connection with the Guarantor's proposed guarantee, along with the other guarantors under the Indenture (as defined below), of $375,000,000 in aggregate principal amount of 5.625% Senior Notes due 2022 (the "Exchange Notes") to be issued by Acadia Healthcare Company, Inc., a Delaware corporation (the "Company"), in connection with an exchange offer to be made pursuant to a Registration Statement on Form S-4 (such Registration Statement, as supplemented or amended, is hereinafter referred to as the "Registration Statement"), to be filed with the Securities and Exchange Commission (the "Commission") on or about July 2, 2015, under the Securities Act of 1933, as amended (the "Securities Act"). The obligations of the Company under the Exchange Notes will be guaranteed by the Guarantor (the "Guarantee"), along with other guarantors. The Exchange Notes and the Guarantee are to be issued pursuant to an Indenture, dated as of February 11, 2015 (the "Indenture"), among the Company, the guarantors named therein and U.S. Bank National Association, as trustee.

In connection with issuing this opinion letter, we have examined originals, or copies certified or otherwise identified to our satisfaction, of such documents, corporate records and other instruments as we have deemed necessary for the purposes of this opinion, including (i) the organizational documents of the Guarantor, (ii) resolutions of the sole member of the Guarantor with respect to the issuance of the Guarantee, (iii) the Indenture, (iv) the Registration Statement, (v) the Registration Rights Agreement, dated as of February 11, 2015, by and among the Company, the Guarantor, the other guarantors party thereto, Merrill Lynch, Pierce, Fenner & Smith Incorporated and Jefferies LLC, and (vi) the Certificate of Existence of the Guarantor issued by the South Carolina Secretary of State dated June 18, 2015 (the "Certificate of Existence").

As to certain matters of fact, we have relied upon statements and representations of the officers, directors, managers, members and other representatives of the Guarantor and of other public officials and agencies, which have not been independently established by us. In addition,

as to certain matters of fact, we have relied upon the representations and warranties of the Guarantor in the Indenture, and various other documents and certificates, which have not been independently verified by us.

In rendering the opinions set forth herein, we have assumed, without independent verification, among other things:

(i) Each natural person executing any document will be legally competent to do so;

(ii) All signatures on any of the documents reviewed by us are genuine;

(iii) All documents submitted to us as originals are authentic, all documents submitted to us as certified or photostatic copies conform to the original document, and all public records reviewed are accurate and complete;

(iv) The documents we have reviewed fully state the agreement between the parties with respect thereto and have not been amended, modified or supplemented, and there are no other agreements, understandings or course of dealing by or between the parties that would modify, amend, supplement, terminate or rescind the agreements therein;

(v) The accuracy and completeness of all recitals, representations, warranties, schedules and exhibits contained in the documents we have reviewed;

(vi) With respect to parties other than the Guarantor, that (a) they are validly existing and in good standing under the laws of all applicable jurisdictions; and (b) the other parties are in compliance with all applicable laws, rules and regulations governing the conduct of their business with respect to this transaction;

(vii) All required conditions to issue the Exchange Notes and the Guarantee will have been met;

(viii) There is not any fraud, undue influence, duress, mutual mistake of fact, illegal or criminal activity in connection with the execution and delivery of the Indenture and the Guarantee by any of the parties thereto or in connection with the exchange offer contemplated thereby; and

(ix) With respect to the opinion expressed in paragraph 1, we have relied solely on the Certificate of Existence and have assumed that since the date of the issuance of the Certificate of Existence, the Secretary of State has not administratively dissolved the Guarantor.

We have also assumed that:

(i) the Registration Statement will be effective at the time the Exchange Notes are offered as contemplated by the Registration Statement;

(ii) any applicable prospectus supplement will have been prepared and filed with the Commission describing the Exchange Notes offered thereby to the extent necessary;

(iii) the Outstanding Notes as defined in the Registration Statement will have been exchanged in the manner described in the prospectus forming a part of the Registration Statement;

(iv) the Indenture has been duly qualified under the Trust Indenture Act of 1939, as amended; and

(v) the Company and the Guarantor will have obtained any legally required consents, approvals, authorizations and other orders of the Commission and any other federal regulatory agencies as well as state securities regulators necessary for the Exchange Notes to be exchanged, offered and sold in the manner stated in the Registration Statement and any applicable prospectus supplement.

The opinions set forth herein are limited to matters governed by the laws of the State of South Carolina (sometimes referred to herein as the "State"), and no opinion is expressed herein as to the laws of any other jurisdiction. The opinions set forth herein assume that the laws of the State would govern, notwithstanding any choice of law provision to the contrary, but no opinions are given regarding or with respect to any choice of law provision.

Based on and subject to the foregoing and such other qualifications, exceptions, limitations and assumptions set forth herein, it is our opinion that:

1. Based on the Certificate of Existence, the Guarantor is validly existing as a limited liability company under the laws of the State of South Carolina.

2. The Guarantor has the limited liability company power to execute and deliver the Indenture and the Guarantee and to consummate the transactions contemplated thereby.

3. The execution, delivery and performance of the Indenture and the Guarantee by the Guarantor and the consummation by the Guarantor of the transactions contemplated thereby have been duly authorized by the Guarantor.

4. The execution and delivery of the Indenture and the Guarantee by the Guarantor and consummation of the transactions contemplated thereby by the Guarantor will not (a) violate the Guarantor's organizational documents; or (b) violate any statute or governmental rule or regulation of the State.

5. No consents or approvals of, and no filings with, any governmental authority of the State are necessary for the execution and delivery of the Indenture or the Guarantee by the Guarantor and the consummation of the transactions contemplated thereby by the Guarantor other than as may be required under applicable securities laws for which we express no opinion.

The foregoing opinions are further limited by the following assumptions, limitations and qualifications:

1. We express no opinion as to any tax, insolvency, consumer, privacy, labor and employment, pension and employee benefit, anti-terrorism, criminal, anti-trust, anti-tying, unfair trade practices and competition, intellectual property, letter of credit, securities or "blue sky" laws, rules or regulations of any jurisdiction or laws, rules or regulations governing or relating to health care. We express no opinion as to compliance by any parties to the transaction with respect to any fiduciary duty or any regulatory requirements applicable to the subject transactions because of the nature of their business.

2. Our advice on every legal issue addressed in this letter is based exclusively on the internal law of the State of South Carolina and represents our opinion as to how that issue would be resolved were it to be considered by the highest court in the jurisdiction which enacted such law. The manner in which any particular issue relating to the opinions would be treated in any actual court case would depend in part on facts and circumstances particular to the case and would also depend on how the court involved chose to exercise the wide discretionary authority generally available to it. None of the opinions or other advice contained in this letter considers or covers any foreign, federal or state securities (or "blue sky") laws or regulations.

3. We express no opinion regarding title to, the location of, or the perfection or priority of any security interest or lien in, on or against any property (whether real or personal, tangible or intangible).

This opinion is limited to the specific issues addressed herein, and no opinion may be inferred or implied beyond that expressly stated herein. The legal opinions expressed herein are an expression of professional judgment and not a guaranty of any result.

This opinion is given as of the date hereof based upon existing facts and law and is subject to changes therein. We are under no obligation, and do not undertake any obligation to update or revise the opinions set forth herein for any reason including, without limitation, facts or laws subsequently becoming known to us which cause such opinions to be inaccurate or incomplete.

Waller Landsden Dortch & Davis LLP may rely upon this opinion in connection with its opinion addressed to the Company, filed as Exhibit 5.1 to the Registration Statement, to the same extent as if it were an addressee hereof.

We hereby consent to the filing of this opinion with the Commission as Exhibit 5.17 to the Registration Statement. We also consent to the reference to our firm under the heading “Legal Matters” in the Registration Statement. In giving this consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act.

NELSON MULLINS RILEY & SCARBOROUGH, LLP

/s/ NELSON MULLINS RILEY & SCARBOROUGH, LLP

Exhibit 5.18

[Letterhead of McGuire, Craddock & Strother, P.C.]

July 2, 2015

Texarkana Behavioral Associates, L.C.
Riverview Behavioral Health, LLC
Sheltered Living Incorporated
6100 Tower Circle, Suite 1000
Franklin, TN 37067

Ladies and Gentlemen:

We have acted as counsel in the State of Texas to (a) Riverview Behavioral Health, LLC, a Texas limited liability company ("Riverview"), (b) Texarkana Behavioral Associates, L.C., a Texas limited liability company ("Texarkana"), and (c) Sheltered Living Incorporated, a Texas corporation ("Sheltered", and Riverview, Texarkana and Sheltered are herein collectively referred to as the "Texas Guarantors" and each individually a "Texas Guarantor"), in connection with the proposed guarantee from each of the Texas Guarantors, along with the other guarantors under the Indenture (as hereinafter defined), of $375,000,000.00 in aggregate principal amount of 5.625% Senior Notes due 2023 (the "Exchange Notes") to be issued by Acadia Healthcare Company, Inc., a Delaware corporation (the "Company"), in connection with an exchange offer to be made pursuant to a Registration Statement on Form S-4 (such Registration Statement, as supplemented or amended, is hereinafter referred to as the "Registration Statement"), to be filed with the Securities and Exchange Commission (the "Commission") on or about July 2, 2015, under the Securities Act of 1933, as amended (the "Securities Act"). The obligations of the Company under the Exchange Notes will be guaranteed by the Texas Guarantors (the "Guarantees"), along with other guarantors. The Exchange Notes and the Guarantees are to be issued pursuant to an Indenture, dated as of February 11, 2015 (the "Indenture"), among the Company, the guarantors named therein and U.S. Bank National Association, as trustee.

In so acting, we have examined originals or copies, certified or otherwise identified to our satisfaction, of the following:

(i) the Registration Statement;

(ii) the Indenture;

(iii) the Registration Rights Agreement dated as of February 11, 2015, among the Company, the Texas Guarantors, the other guarantors party thereto, Merrill Lynch, Pierce, Fenner & Smith Incorporated, and Jefferies LLC (the "Registration Rights Agreement", and together with the Registration Statement and the Indenture, the "Transaction Documents"); and

(iv) the Organizational Documents and the Authorization Documents (as defined in Exhibit A attached hereto).

Each capitalized term used and not defined herein has the meaning assigned to that term in the Indenture.

We have assumed without independent investigation that:

(a) The signatures on all documents examined by us are genuine, all individuals executing such documents had all requisite legal capacity and competency and (except in the case of documents signed on behalf of the Texas Guarantors) were duly authorized, the documents submitted to us as originals are authentic and the documents submitted to us as certified or reproduction copies conform to the originals;

(b) The execution, delivery and performance of the Transaction Documents by the Texas Guarantors do not and will not violate any law, regulation, order, judgment or decree applicable to the Texas Guarantors, except as expressly covered by our opinions in Paragraph 4 below;

(c) There are no agreements or understandings between or among any of the parties to the Transaction Documents or third parties that would expand, modify or otherwise affect the terms of the Transaction Documents or the respective rights or obligations of the parties thereunder; and

(d) Each separate notation of guarantee (herein called a "Note Guarantee") required to be executed by a Texas Guarantor shall incorporate by reference the terms and provisions of guarantees set forth in Article 10 of the Indenture.

In rendering this opinion, our examination has been limited to a review of the Transaction Documents, the Organizational Documents, and the Authorization Documents. As to certain factual matters, we have relied to the extent we deemed appropriate and without independent investigation upon the representations and warranties of the Company and the Texas Guarantors in the Transaction Documents, statements in the Secretary's Certificate (as defined in Exhibit A attached hereto), and certificates obtained from public officials.

Except as expressly stated otherwise herein, whenever an opinion herein with respect to the existence or absence of facts is stated to be to our knowledge, such statement is intended to signify that, during the course of our representation of the Texas Guarantors in connection with the above captioned matter, as herein described, no information has come to the attention of the lawyers working on the transactions contemplated by the Transaction Documents who are currently partners of or employed by this firm that would give us actual knowledge of facts contrary to the existence or absence of the facts indicated. However, we have not undertaken any independent investigation to determine the existence or absence of such facts, and no inference as to our knowledge of the existence or absence of such facts should be drawn from our representation of the Texas Guarantors or any affiliate thereof.

Based on the foregoing and in reliance thereon, and subject to the assumptions, exceptions, qualifications and limitations set forth herein, we are of the opinion that:

1. Each Texas Guarantor is a limited liability company or corporation existing and in good standing under the laws of the State of Texas.

2. Each Texas Guarantor has the limited liability company or corporate power and authority, as applicable, to enter into and perform its obligations under the Indenture and its Guarantee.

3. Each Texas Guarantor has duly authorized, executed and delivered the Indenture and has duly authorized its Guarantee.

4. The execution and delivery by each Texas Guarantor of the Indenture and if required its Note Guarantee and the performance of its payment obligations thereunder do not (and in the case of each Note Guarantee, if required, will not) conflict with or constitute or result in a breach or default under or violation of any of (i) the Organizational Documents (as defined on Exhibit A attached hereto) of the Texas Guarantors or (ii) any statute or governmental rule or regulation of the State of Texas.

5. No consent, approval, authorization or order of any governmental authority of the State of Texas was required in connection with the execution and delivery of the Indenture or is required for the issuance by the Texas Guarantors of the Guarantees.

The foregoing opinions are subject to the following exceptions, qualifications and limitations:

A. We render no opinion herein as to matters involving the laws of any jurisdiction other than the State of Texas and the United States of America. This opinion is limited to the effect of the present state of the laws of the State of Texas and the United States of America and the facts as they presently exist. We assume no obligation to revise or supplement this opinion in the event of future changes in such laws or the interpretations thereof or such facts. We express no opinion regarding the Securities Act or any other federal or state securities laws or regulations.

B. Our opinion in Paragraph 1 with respect to each Texas Guarantor's existence and good standing and in Paragraph 3 with respect to due authorization and execution are based solely on our review of the Organizational Documents, the Authorization Documents, and the Transaction Documents.

C. Although we have acted as local counsel in the State of Texas for the Texas Guarantors in connection with this opinion letter, our representation of the Texas Guarantors is limited to a review of the Transaction Documents, the Organizational Documents and the Authorization Documents. We have not had any contact with the Texas Guarantors or any of their members or affiliates, and except for the Organizational Documents, the Authorization Documents, and the Transaction Documents, we have not reviewed and have not been asked to review any of the corporate records of the Texas Guarantors. We have no knowledge of, and no means by which to obtain knowledge of, the prior activities and operations of the Texas Guarantors. As a result, factual matters and agreements and other matters relating to or affecting the Texas Guarantors, the Transaction Documents and the transactions contemplated by the Transaction Documents may exist of which we have no knowledge.

Subject to the qualifications and other terms of this opinion, our law firm agrees as follows: (a) Waller Lansden Dortch & Davis, LLP may rely upon this opinion in connection with its opinion addressed to the Company, filed as **Exhibit 5.1** to the Registration Statement, to the same extent as if it were an addressee hereof; (b) this opinion may be filed with the Commission as **Exhibit 5.18** to the Registration Statement; and (c) our law firm may be referenced under the heading "Legal Matters" in the Registration Statement.

Very truly yours,

/s/ McGuire, Craddock & Strother, P.C.

EXHIBIT A

Organizational Documents

1. Amended and Restated Operating Agreement of Riverview dated March 28, 2013.

2. Certificate of Formation of Riverview dated November 7, 2008, as amended by that certain Certificate of Amendment filed March 30, 2011 and that certain Certificate of Amendment filed March 28, 2013.

3. Certificate of Fact dated June 18, 2015, issued by the Secretary of State of Texas with respect to Riverview.

4. Certificate of Franchise Tax Account Status dated June 19, 2015, issued by the Texas Comptroller of Public Accounts of Texas with respect to Riverview.

5. Amended and Restated Limited Liability Company Agreement of Texarkana dated on or about March 2010.

6. Articles of Organization of Texarkana dated June 23, 2000, as amended by that certain Articles of Amendment filed August 28, 2008, that certain Certificate of Amendment filed February 22, 2013, that certain Certificate of Amendment dated March 14, 2013, and those three (3) certain Certificates of Merger each dated June 27, 2013.

7. Certificate of Fact dated June 18, 2015, issued by the Secretary of State of Texas with respect to Texarkana.

8. Certificate of Franchise Tax Account Status dated June 19, 2015, issued by the Texas Comptroller of Public Accounts of Texas with respect to Texarkana.

9. Bylaws of Sheltered dated July 19, 1989, as amended and restated on or about February 11, 2015.

10. Articles of Incorporation of Sheltered filed July 19, 1989.

11. Certificate of Fact dated June 18, 2015, issued by the Secretary of State of Texas with respect to Sheltered.

12. Certificate of Franchise Tax Account Status dated June 19, 2015, issued by the Texas Comptroller of Public Accounts of Texas with respect to Sheltered.

Authorization Documents

13. Secretary's Certificate of the Guarantors, dated on or about July 2, 2015 (the "Secretary's Certificate"), and the attachments thereto regarding the Texas Guarantors.

Exhibit 5.19

[Letterhead of Lindquist & Vennum LLP]

July 2, 2015

Coral Health Services, Inc.
6100 Tower Circle, Suite 1000
Franklin, Tennessee 37067

CRC Wisconsin RD, LLC
6100 Tower Circle, Suite 1000
Franklin, Tennessee 37067

Quality Addiction Management, Inc.
6100 Tower Circle, Suite 1000
Franklin, Tennessee 37067

Ladies and Gentlemen:

We have acted as special counsel to Coral Health Services, Inc., a Wisconsin corporation ("CHS"), CRC Wisconsin RD, LLC, a Wisconsin limited liability company ("CRC"), and Quality Addiction Management, Inc., a Wisconsin corporation ("QAM" and with CRC and CHS, each a "Guarantor" and collectively, the "Guarantors"), in connection with the proposed guarantee from each of the Guarantors, along with the other guarantors under the Indenture (as hereinafter defined), of $375,000,000 in aggregate principal amount of 5.625% Senior Notes due 2023 (the "Exchange Notes") to be issued by Acadia Healthcare Company, Inc. ("Acadia"), in connection with an exchange offer to be made pursuant to a Registration Statement on Form S-4 (the "Registration Statement"), to be filed with the Securities and Exchange Commission (the "Commission") on or about July 2, 2015. In connection with the foregoing, we have also reviewed (i) drafts of those certain Exchange Guarantees by each Guarantor (the "Exchange Guarantees"), (ii) that certain Indenture dated as of February 11, 2015 by and among Acadia, the Guarantors, the other guarantors a party thereto and U.S. Bank National Association, as trustee (the "Indenture") and (iii) that certain Registration Rights Agreement dated as of February 11, 2015 by and among Acadia, the Guarantors, the other guarantors party thereto and Merrill Lynch, Pierce, Fenner & Smith Incorporated (the "Registration Rights Agreement," and with the Indenture and the Registration Statement, each a "Transaction Document" and collectively, the "Transaction Documents").

This opinion letter is provided to you at the request of the Guarantors pursuant to the Indenture.

We have also reviewed the following (collectively, the "Reviewed Materials"):

(a) Articles of Incorporation CHS, certified by the Wisconsin Department of Financial Institutions as of a recent date (the "CHS Articles");

(b) Bylaws of CHS certified as true, correct and complete by CHS (the "CHS Bylaws" and with the CHS Articles, collectively, the "CHS Charter Documents");

(c) Articles of Organization of CRC, certified by the Wisconsin Department of Financial Institutions as of a recent date (the "CRC Articles");

(d) Operating Agreement of CRC certified as true, correct and complete by CRC (the "CRC Operating Agreement," and with the CRC Articles, collectively, the "CRC Charter Documents");

(e) Articles of Incorporation QAM, certified by the Wisconsin Department of Financial Institutions as of a recent date (the "QAM Articles");

(f) Bylaws of QAM certified as true, correct and complete by QAM (the "QAM Bylaws" and with the QAM Articles, collectively, the "QAM Charter Documents");

(g) Secretary's Certificate of each Guarantor dated as of July 2, 2015;

(h) Certificate of Status for each Guarantor issued by the Wisconsin Department of Financial Institutions (the "Certificates of Status").

The CHC Charter Documents, the CRC Charter Documents and the QAM Charter Documents are collectively referred to herein as the "Charter Documents."

Based upon the foregoing and subject to the other qualifications and assumptions contained herein, it is our opinion that:

1. Each of CHS and QAM is duly incorporated, validly existing and in good standing under the laws of the State of Wisconsin.

2. CRC is duly formed, validly existing and in good standing under the laws of the State of Wisconsin.

3. Each Guarantor has the requisite corporate or limited liability company power and authority to execute, deliver and perform its respective obligations under the Transaction Documents to which it is a party.

4. The execution, delivery and performance by the Guarantors of each of the Transaction Documents to which it is a party and the consummation of the transactions contemplated thereby have been duly authorized by all requisite corporate or limited liability company action necessary on the part of each Guarantor under its Charter Documents.

5. The execution and delivery by each Guarantor of the Transaction Documents to which it is a party, and the performance by each Guarantor of its respective obligations under the Transaction Documents and the consummation by each Guarantor of the transactions effected thereby, have been duly authorized by all necessary corporate or limited liability company action and do not: (i) constitute a breach or violation of the Charter Documents of such Guarantor; (ii) result in a violation of any law, statute or regulation applicable to such Guarantor which, in our experience, is normally applicable to transactions of the type contemplated by the Transaction Documents to which it is a party.

6. Each Guarantor has duly executed and delivered the Transaction Documents to which it is a party other than the Exchange Guarantees.

7. No consent, approval or authorization of, or permit or license from, or registration with, or notice to any federal or state regulatory authority is required in connection with the execution and delivery by each Guarantor of the Transaction Documents to which it is a party, the performance by such Guarantor of its obligations under the Transaction Documents and the consummation by such Guarantor of the transactions effected thereby, except (i) any such consent, approval, authorization, permit or license that has been requested and obtained, any such registration that has been made, any such notice that has been given, or any such other appropriate action that has been taken on or prior to the date hereof, (ii) such as may be required by orders, decrees and the like that are specifically applicable to the Guarantors, of which we have no knowledge, (iii) such as may be required by agreements or other instruments binding upon the Guarantors, of which we have no knowledge, (iv) as disclosed in the respective Transaction Documents, and (v) as may be required under the securities or “Blue Sky” laws of U.S., state or non-U.S. jurisdiction or other non-U.S. laws.

The opinions set forth herein are subject to the following assumptions and qualifications:

(a) We express no opinion as to the enforceability of any term or provision in any Transaction Document.

(b) We have assumed without independent investigation (i) the authenticity of all documents submitted to us as originals, (ii) the genuineness of all signatures, (iii) the legal capacity of all natural persons, (iv) the due authority of, and execution and delivery (as of the date hereof) by, the persons executing the Transaction Documents (other than the Guarantors), and (v) the conformity to the originals of all documents submitted to us as copies or final drafts.

(c) As used herein, the phrase “to our knowledge” means the conscious awareness of facts or other information by the primary lawyers in our office who have worked on the transactions contemplated by the Transaction Documents, who are the only lawyers in our office who have advised the Guarantors. We have conducted no special investigation with respect to our opinions and have only reviewed the Transaction Documents and the Reviewed Materials in rendering our opinions.

(d) The opinions given herein are as of the date hereof. We assume no obligation to update or supplement such opinions to reflect any facts or circumstances that may hereafter come to our attention or any changes in laws or the articles of incorporation or bylaws of the Guarantors that may hereafter occur.

(e) We have assumed that the representations and warranties of the Guarantors contained in the Transaction Documents with regard to questions of fact are true, accurate, and complete, and we have relied upon the certifications made in the Reviewed Materials with regard to questions of fact in rendering our opinions.

(f) The Registration Statement will be effective at the time the Exchange Notes are offered as contemplated by the Registration Statement.

(g) Any applicable prospectus supplement will have been prepared and filed with the Commission describing the Exchange Notes offered thereby to the extent necessary.

(h) The Outstanding Notes (as defined in the Registration Statement) have been exchanged in the manner described in the prospectus forming a part of the Registration Statement.

(i) The Indenture has been duly qualified under the Trust Indenture Act of 1939, as amended.

(j) Acadia and the Guarantors will have obtained those certain legally required consents, approvals, authorizations and other orders of the Commission and any other federal regulatory agencies necessary for the Exchange Notes to be exchanged, offered and sold, in each case, as described and in the manner stated in the Registration Statement and any applicable prospectus supplement.

(k) The opinions given in paragraphs 1 and 2 are based solely upon our review of (i) the CHS Articles, the CRC Articles and the QAM Articles and (ii) Certificates of Status.

We express no opinion with respect to any matter which may be governed by the laws of any jurisdiction other than the State of Wisconsin.

Except as otherwise expressly set forth in this paragraph, this opinion letter (i) has been furnished to you at your request; and (ii) is limited to the express matters and opinions in it (and no opinions may be inferred or implied beyond those express matters and opinions). Waller Landsden Dortch & Davis, L.L.P. may rely upon this opinion in connection with its opinion addressed to Acadia, filed as Exhibit 5.1to the Registration Statement, to the same extent as if it were an addressee hereof. We hereby consent to the filing of this opinion with the Commission as Exhibit 5.19 to the Registration Statement. We also consent to the reference to our firm under the heading “Legal Matters” in the Registration Statement.

Very truly yours,

LINDQUIST & VENNUM LLP

/s/ LINDQUIST & VENNUM LLP

Exhibit 12.1

Acadia Healthcare Company, Inc.
Computation of Ratio of Earnings to Fixed Charges
(Unaudited)
(Dollars in thousands)

	Year Ended December 31,					Three Months Ended March 31,	
	2010	2011	2012	2013	2014	2014	2015
EARNINGS:							
Income (loss) from continuing operations before income taxes	$7,158	$(38,466)	$32,829	$ 69,245	$126,154	$ 20,796	$ 21,205
Fixed charges, exclusive of capitalized interest (a)	1,018	10,338	31,360	39,281	50,758	10,263	23,346
Earnings	$8,176	$(28,128)	$64,189	$108,526	$176,912	$ 31,059	$ 44,551
FIXED CHARGES:							
Interest charged to expense (b)	$ 760	$ 9,223	$29,792	$ 37,271	$ 48,318	$ 9,709	$ 22,169
Interest portion of rent expense (c)	258	1,115	1,568	2,010	2,440	554	1,177
Fixed charges, exclusive of capitalized interest	1,018	10,338	31,360	39,281	50,758	10,263	23,346
Capitalized interest	—	—	—	—	—	—	—
Total fixed charges	$1,018	$ 10,338	$31,360	$ 39,281	$ 50,758	$ 10,263	$ 23,346
Ratio of earnings to fixed charges	8.03x	n/a	2.05x	2.76x	3.49x	3.03x	1.91x
Amount by which earnings are inadequate to cover fixed charges	n/a	38,466	n/a	n/a	n/a	n/a	n/a

(a) Calculated in fixed charges section below.
(b) Interest charged to expense excludes interest income and includes amortization of debt issuance costs.
(c) The interest portion of rent expense is estimated to be 20% of consolidated rent expense.

Exhibit 21.1

LIST OF SUBSIDIARIES

Name of Subsidiary *(including dba name, if applicable)*	**Jurisdiction of Incorporation or Organization**
4Therapy.com Network	California
Abilene Behavioral Health, LLC	Delaware
Abilene Holding Company, LLC	Delaware
Academy of the Sierras, a Healthy Living Academy, LLC	Delaware
dba Academy of the Sierras North Carolina	
dba Wellspring Academy of California	
dba Wellspring Academy of the Carolinas	
Academy of the Sierras, LLC	Delaware
Acadia Management Company, LLC	Delaware
Acadia Merger Sub, LLC	Delaware
Acadiana Addiction Center, LLC	Delaware
dba Acadiana Addiction Center	
Adirondack Leadership Expeditions, LLC	Delaware
Advanced Treatment Systems, Inc.	Virginia
dba Coatesville Treatment Center	
dba Lebanon Treatment Center	
AHS of Idaho, Inc.	Idaho
dba SUWS Adolescent Program	
dba SUWS Youth Programs	
dba SUWS Journeys	
AIBA, LLC	Delaware
Ascent Acquisition - CYPDC, LLC	Arkansas
Ascent Acquisition - PSC, LLC	Arkansas
Ascent Acquisition, LLC	Arkansas
dba Ascent Children’s Health Services	
dba Ascent	
Aspen Achievement Academy, LLC	Delaware
Aspen Education Group, Inc.	California
Aspen Ranch, LLC	Delaware
Aspen Solutions, Inc.	California
Aspen Youth, Inc.	California
ATS of Cecil County, Inc.	Virginia
dba Cumberland Treatment Center	
dba Elkton Treatment Center	
dba Pine Heights Treatment Center	
ATS of Delaware, Inc.	Virginia
dba Claymont Treatment Center	
ATS of North Carolina, Inc.	Virginia
dba Carolina Treatment Center of Fayetteville	
dba Carolina Treatment Center Of Pinehurst	
dba Carolina Treatment Center Of Goldsboro	
dba Cumberland County Treatment Center	
dba Mountain Health Solutions – North Wilkesboro	
dba Mountain Health Solutions – Asheville	
Austin Behavioral Hospital, LLC	Delaware
dba Cross Creek Hospital	
Austin Eating Disorders Partners, LLC	Missouri
AY CH, Inc.	New York
AYS Management, Inc.	California
dba AYS New Jersey, Inc.	

Name of Subsidiary *(including dba name, if applicable)*	**Jurisdiction of Incorporation or Organization**
Baton Rouge Treatment Center, Inc.	Louisiana
dba Baton Rouge Treatment Center	
dba North Louisiana Treatment Center	
dba North Shore Treatment Center	
Bayside Marin, Inc.	Delaware
dba Bayside Marin I	
dba Bayside Marin II	
dba Bayside Marin III	
dba Bayside Marin IV	
BCA of Detroit, LLC	Delaware
Beckley Treatment Center, LLC	West Virginia
dba Beckley Treatment Center	
Behavioral Centers of America, LLC	Delaware
Belmont Behavioral Hospital, LLC	Delaware
Belmont Physician Services, LLC	Delaware
BGI of Brandywine, Inc.	Virginia
dba Bowling Green at Brandywine	
Blue Ridge Mountain Recovery Center, LLC	Delaware
Bowling Green Inn of Pensacola, Inc.	Virginia
dba Twelve Oaks Treatment Center	
dba Wellness Resource Center	
Bowling Green Inn of South Dakota, Inc.	Virginia
dba Keystone Treatment Center	
Bromley Brook School, LLC	Delaware
Bromley Road Limited	England and Wales
California Treatment Services	California
dba Recovery Solutions of Santa Ana	
Capestrano Investment Company, Inc.	Puerto Rico
Capestrano Realty Company, Inc.	Puerto Rico
CAPS of Virginia, Inc.	Virginia
Cartersville Center, Inc.	Georgia
dba Cartersville Center	
Cascade Behavioral Holding Company, LLC	Delaware
Cascade Behavioral Hospital, LLC	Delaware
Centerpointe Community Based Services, LLC	Indiana
Charleston Treatment Center, LLC	West Virginia
dba Charleston Treatment Center	
Clarksburg Treatment Center, LLC	West Virginia
dba Clarksburg Treatment Center	
Commodore Acquisition Sub, LLC	Delaware
Comprehensive Addiction Programs, Inc.	Delaware
Coral Health Services, Inc.	Wisconsin
CPCA, LLC	Delaware
CRC ED Treatment, Inc.	Delaware
dba Center for Hope of the Sierras	
dba Montecatini	
dba Montecatini II	
dba Carolina House	
dba Carolina House-Raleigh	
dba Montecatini Outpatient Treatment Center	
CRC Health Corporation	Delaware
dba eGetgoing	
CRC Health Group, Inc.	Delaware
CRC Health Management, Inc.	Delaware

Name of Subsidiary *(including dba name, if applicable)*	**Jurisdiction of Incorporation or Organization**
CRC Health Oregon, Inc.	Oregon
dba Allied Health Services Portland -Alder	
dba Allied Health Services Ontario	
dba Allied Health Services Portland - Belmont	
dba Allied Health Services East	
dba Allied Health Services Portland - Burnside	
dba Allied Health Services Beaverton	
dba Allied Health Services - Medford	
dba Health Services Treasure Valley	
dba Willamette Valley Treatment Center	
dba Allied Health Services for Drug Recovery	
CRC Health Tennessee, Inc.	Tennessee
dba New Life Lodge	
dba New Life Recovery Services-Cookeville	
dba New Life Recovery Services-Jacksboro	
dba New Life Recovery Services-Jamestown	
dba New Life Recovery Services-Knoxville	
dba New Life Recovery Services-Knoxville West	
CRC Health Treatment Clinics, LLC	Delaware
dba North Florida Treatment Center	
CRC Holdings, LLC	Delaware
CRC Recovery, Inc.	Delaware
dba Midcoast Treatment Center	
dba Cedar Rapids Treatment Center	
dba Ann Arbor Treatment Center	
dba Western Michigan Treatment Center	
CRC Weight Management, Inc.	Delaware
CRC Wisconsin RD, LLC	Wisconsin
dba Burkwood Treatment Center	
Crestwyn Health Group, LLC	Tennessee
Crossroads Regional Hospital, LLC	Delaware
dba Longleaf Hospital	
Delta Medical Services, LLC	Tennessee
Detroit Behavioral Institute, Inc.	Massachusetts
DMC-Memphis, LLC	Tennessee
East Indiana Treatment Center, LLC	Indiana
dba East Indiana Treatment Center	
Evansville Treatment Center, LLC	Indiana
dba Evansville Treatment Center	
Four Circles Recovery Center, LLC	Delaware
dba Four Circles Evolution	
Galax Treatment Center, Inc.	Virginia
dba Life Center of Galax	
dba New River Treatment Center	
dba Clinch Valley Treatment Center	
Generations BH, LLC	Ohio
Greenleaf Center, LLC	Delaware
dba Greenleaf Center	
Habilitation Center, LLC	Arkansas
Habit Holdings, Inc.	Delaware
Habit Opco, Inc.	Delaware
Healthy Living Academies, LLC	Delaware
dba Wellspring Retreat	
dba Wellspring Journey	
dba Wellspring Camps	
Hermitage Behavioral, LLC	Delaware

Name of Subsidiary *(including dba name, if applicable)*	**Jurisdiction of Incorporation or Organization**
HLA-CW, LLC	Delaware
dba Wellspring Family Camp	
dba Wellspring Lake Tahoe	
dba Wellspring Oregon	
dba Wellspring Georgia	
dba Wellspring Washington DC	
dba Wellspring Family Camp, LLC	
dba Wellspring Hawaii	
HLA-WAC, LLC	Delaware
dba Western Wellspring Adventure Camp, LLC	
dba Wellspring Adventure Camp California	
dba Wellspring Adventure Camp North Carolina	
dba Wellspring Camp La Jolla	
HMIH Cedar Crest, LLC	Delaware
Huntington Treatment Center, LLC	West Virginia
dba Huntington Treatment Center	
Indianapolis Treatment Center, LLC	Indiana
dba Indianapolis Treatment Center	
Irydene Willenhall Limited	England and Wales
IVRTC, LLC	Delaware
Jayco Administration, Inc.	Nevada
Kids Behavioral Health of Montana, Inc.	Montana
dba Acadia Montana	
Lakeland Hospital Acquisition, LLC	Georgia
dba Lakeland Regional Hospital	
dba Lakeland Behavioral Health System	
Loan Administration, LLC	Delaware
Loan Holdings, LLC	Delaware
McCallum Group, LLC	Missouri
McCallum Properties, LLC	Missouri
Millcreek School of Arkansas, LLC	Arkansas
Millcreek Schools, LLC	Mississippi
Milwaukee Health Services System	California
dba 10th Street Clinic	
dba River’s Shore Clinic	
dba Madison Health Services	
dba Valley Health Services	
dba Wausau Health Services	
Mount Bachelor Educational Center, Inc.	Oregon
National Specialty Clinics, LLC	Delaware
New Leaf Academy, Inc.	Oregon
dba New Leaf Academy	
Northeast Behavioral Health, LLC	Delaware
Northstar Center, Inc.	Delaware
Oaktree Care Group Limited	England and Wales
Ohio Hospital for Psychiatry, LLC	Ohio
OKS, LLC	Delaware
Options Treatment Center Acquisition Corporation	Indiana
dba Options Behavioral Health System	
dba Options Treatment Center	
dba YFCS OPT	
OTE, LLC	Delaware
Park Royal Fee Owner, LLC	Delaware
Parkersburg Treatment Center, LLC	West Virginia
dba Parkersburg Treatment Center	
Partnerships in Care Investments 1 Limited	England and Wales

Name of Subsidiary *(including dba name, if applicable)*	**Jurisdiction of Incorporation or Organization**
Partnerships in Care Investments 2 Limited	England and Wales
Partnerships in Care Limited	England and Wales
Partnerships in Care Management Limited	England and Wales
Partnerships in Care Management 2 Limited	England and Wales
Partnerships in Care Property Holding Company Limited	England and Waler
Partnerships in Care Property 1 Limited	England and Wales
Partnerships in Care Property 2 Limited	England and Wales
Partnerships in Care Property 3 Limited	England and Wales
Partnerships in Care Property 4 Limited	England and Wales
Partnerships in Care Property 5 Limited	England and Wales
Partnerships in Care Property 6 Limited	England and Wales
Partnerships in Care Property 7 Limited	England and Wales
Partnerships in Care Property 8 Limited	England and Wales
Partnerships in Care Property 9 Limited	England and Wales
Partnerships in Care Property 10 Limited	England and Wales
Partnerships in Care Property 11 Limited	England and Wales
Partnerships in Care Property 12 Limited	England and Wales
Partnerships in Care Property 13 Limited	England and Wales
Partnerships in Care Property 14 Limited	England and Wales
Partnerships in Care Property 15 Limited	England and Wales
Partnerships in Care Property 16 Limited	England and Wales
Partnerships in Care Property 17 Limited	England and Wales
Partnerships in Care Property 18 Limited	England and Wales
Partnerships in Care Property 19 Limited	England and Wales
Partnerships in Care Property 20 Limited	England and Wales
Partnerships in Care Property 21 Limited	England and Wales
Partnerships in Care Property 22 Limited	England and Wales
Partnerships in Care Property 23 Limited	England and Wales
Partnerships in Care Property 24 Limited	England and Wales
Partnerships in Care Property 25 Limited	England and Wales
Partnerships in Care Property Holding Company Limited	England and Wales
Partnerships in Care Scotland Limited	England and Wales
Partnerships in Care UK 1 Limited	England and Wales
Partnerships in Care UK 2 Limited	England and Wales
Passages to Recovery, LLC	Delaware
Pastoral Cymru Care Group Limited	England and Wales
Pastoral Cymru (Cardiff) Limited	England and Wales
Pastoral Cymru Limited	England and Wales
PHC MeadowWood, LLC	Delaware
PHC of Michigan, Inc.	Massachusetts
PHC of Nevada, Inc.	Massachusetts
PHC of Utah, Inc.	Massachusetts
PHC of Virginia, LLC	Massachusetts
Phoenix Outdoor, LLC	Delaware
Piney Ridge Treatment Center, LLC dba Piney Ridge Treatment Center dba Piney Ridge Center dba Ridgeview Group Home	Delaware
Pomegranate Acquisition Sub, LLC	Delaware
Prime Care Choice Limited	England and Wales
Psychiatric Resource Partners, LLC	Delaware
Quality Addiction Management, Inc.	Wisconsin
Rebound Behavioral Health, LLC	South Carolina
Red River Holding Company, LLC	Delaware
Red River Hospital, LLC	Delaware
Rehabilitation Centers, LLC dba Millcreek of Magee dba Millcreek of Pontotoc	Mississippi

Name of Subsidiary *(including dba name, if applicable)*	**Jurisdiction of Incorporation or Organization**
Resolute Acquisition Corporation	Indiana
dba Resolute Treatment Center	
dba Resolute Treatment Facility	
dba YFCS REL	
dba Resolute	
dba Polaris Group Home	
Richmond Treatment Center, LLC	Indiana
dba Richmond Treatment Center	
Riverview Behavioral Health, LLC	Texas
dba Vista Health Texarkana	
dba Riverview Behavioral Health	
RiverWoods Behavioral Health, LLC	Delaware
dba Riverwoods Behavioral Health	
dba Blue Ridge Mountain Recovery Center	
Rolling Hills Hospital, LLC	Oklahoma
RTC Resource Acquisition Corporation	Indiana
dba YFCS RES	
dba Resource Treatment Facility	
dba RTC Resource	
San Diego Health Alliance	California
dba Capalina Clinic	
dba El Cajon Treatment Center	
dba Fashion Valley Clinic	
San Diego Treatment Services	California
dba Home Avenue Clinic	
dba Third Avenue Clinic	
San Juan Capestrano Hospital, Inc.	Puerto Rico
Seven Hills Hospital, Inc.	Delaware
Shaker Clinic, LLC	Ohio
Sheltered Living Incorporated	Texas
dba Life Healing Center of Santa Fe	
Sierra Tucson Inc.	Delaware
dba Sierra Tucson	
SJBH, LLC	Delaware
Skyway House, LLC	Delaware
Sober Living by the Sea, Inc.	California
dba Sunrise Recovery Ranch	
dba The Rose of Newport Beach	
dba The Victorian of Newport Beach	
dba Sober Living IOP	
dba The Landing at Newport Beach	
Sonora Behavioral Health Hospital, LLC	Delaware
Southern Indiana Treatment Center, LLC	Indiana
dba Southern Indiana Treatment Center	
Southwestern Children’s Health Services, Inc.	Arizona
dba Parc Place	
dba Parc Place Behavioral	
dba Oasis Behavioral Health Hospital	
Southwood Psychiatric Hospital, LLC	Pennsylvania
dba Southwood Psychiatric Hospital	
Stone Mountain School, Inc.	Delaware
dba Stone Mountain School	
Structure House, LLC	Delaware
dba Wellspring at Structure House	

Name of Subsidiary *(including dba name, if applicable)*	Jurisdiction of Incorporation or Organization
Success Acquisition, LLC	Indiana
SunHawk Academy of Utah, Inc.	Delaware
dba SunHawk Adolescent Recovery Center	
SUWS of the Carolinas, Inc.	Delaware
dba SUWS Seasons	
Swift River Academy, L.L.C.	Delaware
Talisman Academy, LLC	Delaware
Ten Broeck Tampa, LLC	Florida
Ten Lakes Center, LLC	Ohio
Texarkana Behavioral Associates, L.C.	Texas
dba Riverview Behavioral Health Outpatient Program	
dba Vantage Point Behavioral Health	
dba Vantage Point of Northwest Arkansas	
dba Vantage Point of the Ozarks	
dba Valley Behavioral Health System	
dba Valley Behavioral Health Outpatient Program	
dba Valley Behavioral Health System Outpatient Program	
dba Vista Health	
The Camp Recovery Centers, L.P.	California
dba Azure Acres	
dba Starlite Recovery Center	
dba The Camp Recovery Center	
dba Camp IOP-Campbell	
dba Camp IOP-Scotts Valley	
dba Camp IOP-Monterey	
dba Azure Acres IOP	
The Pavilion at HealthPark, LLC	Florida
dba Park Royal Hospital	
dba Park Royal Psychiatric Hospital at Healthpark	
dba Park Royal Outpatient Clinic	
The Refuge, A Healing Place, LLC	Florida
The Refuge - Transitions, LLC	Florida
TK Behavioral Holding Company, LLC	Delaware
TK Behavioral, LLC	Delaware
Transcultural Health Development, Inc.	California
dba Coastal Recovery Center	
Treatment Associates, Inc.	California
dba Sacramento Treatment Center	
TS NC, LLC	Delaware
Valley Behavioral Health System, LLC	Delaware
dba Valley Behavioral Health	
dba Valley Behavioral Health System	
Vermilion Hospital, LLC	Delaware
dba Vermilion Behavioral Health Systems	
dba Acadia Vermilion Hospital	
dba Optima Specialty Hospital	
Village Behavioral Health, LLC	Delaware
dba The Village	
Virginia Treatment Center, Inc.	Virginia
dba Roanoke Treatment Center	
dba Lynchburg Treatment Center	
Vista Behavioral Holding Company, LLC	Delaware
Vista Behavioral Hospital, LLC	Delaware
Volunteer Treatment Center, Inc.	Tennessee
dba Volunteer Treatment Center	

Name of Subsidiary *(including dba name, if applicable)*	**Jurisdiction of Incorporation or Organization**
WCHS, Inc.	California
dba Colton Clinical Services	
dba Desert Treatment Clinic	
dba Canyon Park Treatment Solutions	
dba Recovery Treatment Center	
dba Riverside Treatment Center	
dba The Renton Clinic	
dba Tacoma Treatment Solutions	
dba Temecula Valley Treatment Center	
dba Vancouver Treatment Solutions	
dba Spokane Treatment Solutions	
dba Anchorage Treatment Solutions	
Webster Wellness Professionals, LLC	Missouri
Wellplace, Inc.	Massachusetts
Wellspring Community Programs, LLC	Delaware
Wheeling Treatment Center, LLC	West Virginia
dba Wheeling Treatment Center	
White Deer Realty, Ltd.	Pennsylvania
White Deer Run, Inc.	Pennsylvania
dba Cove PREP	
dba White Deer Run of Lancaster	
dba New Perspectives at White Deer Run	
dba White Deer Run at Blue Mountain	
dba New Directions at Cove Forge	
dba Cove Forge Renewal Center	
dba White Deer Run of Allentown	
dba White Deer Run of Allenwood	
dba White Deer Run of Harrisburg	
dba White Deer Run of Lewisburg	
dba White Deer Run of Lancaster	
dba White Deer Run of New Castle	
dba White Deer Run of Williamsport	
dba White Deer Run of York	
dba Cove Forge Behavioral System at Erie	
dba Cove Forge Behavioral System at Pittsburg	
dba Cove Forge Behavioral System at Williamsburg	
dba Lehigh County Center for Recovery	
Wichita Treatment Center Inc.	Kansas
Wilderness Therapy Programs, Inc.	Oregon
dba SageWalk, the Wilderness School	
Williamson Treatment Center, LLC	West Virginia
Wilmington Treatment Center, Inc.	Virginia
Youth And Family Centered Services of New Mexico, Inc.	New Mexico
dba Desert Hills	
Youth Care of Utah, Inc.	Delaware
dba Pine Ridge Academy	
dba Youth Care	

Exhibit 23.20

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the reference to our firm under the captions “Experts” in the Registration Statement (Form S-4) and related Prospectus of Acadia Healthcare Company, Inc. for the registration of $375,000,000 of its 5.625% Senior Notes due 2023 and to the incorporation by reference therein of our reports dated February 27, 2015, with respect to the consolidated financial statements of Acadia Healthcare Company, Inc. and the effectiveness of internal control over financial reporting of Acadia Healthcare Company, Inc., included in its Annual Report (Form 10-K) for the year ended December 31, 2014, filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP

Nashville, Tennessee
July 1, 2015

Exhibit 23.21

CONSENT OF INDEPENDENT ACCOUNTANTS

We hereby consent to the incorporation by reference in this Registration Statement on Form S-4 of Acadia Healthcare Company, Inc. of our report dated 3 June 2014 relating to the financial statements of Partnerships in Care Investments 1 Limited, which appears in Acadia Healthcare Company, Inc. Current Report on Form 8-K dated 9 June 2014. We also consent to the reference to us under the heading “Experts” in such Registration Statement.

/s/ PricewaterhouseCoopers LLP
London, United Kingdom
2 July 2015

Exhibit 23.22

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Registration Statement on Form S-4 of Acadia Healthcare Company, Inc. of our report dated July 2, 2015 relating to the consolidated financial statements of CRC Health Group, Inc. as of and for the year ended December 31, 2014 (which report expresses an unqualified opinion and includes an explanatory paragraph relating to the February 11, 2015 acquisition of CRC Health Group, Inc. by Acadia Healthcare Company, Inc.) appearing in Acadia Healthcare Company, Inc.'s Current Report on Form 8-K dated July 2, 2015. We also consent to the reference to us under the heading "Experts" in the Prospectus, which is part of the Registration Statement.

/s/ DELOITTE & TOUCHE LLP

San Francisco, California
July 2, 2015

Exhibit 23.23

CONSENT OF INDEPENDENT AUDITORS

We consent to the incorporation by reference in this Registration Statement on Form S-4 of Acadia Healthcare Company, Inc. of our report dated March 23, 2015 relating to the consolidated financial statements of CRC Health Group, Inc. as of December 31, 2014 and 2013 and for the years ended December 31, 2014, 2013 and 2012, appearing in Acadia Healthcare Company, Inc.'s Current Report on Form 8-K dated May 4, 2015. We also consent to the reference to us under the heading "Experts" in the Prospectus, which is part of the Registration Statement.

/s/ DELOITTE & TOUCHE LLP

San Francisco, California
July 2, 2015

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939
OF A CORPORATION DESIGNATED TO ACT AS TRUSTEE

☐ **Check if an Application to Determine Eligibility of a Trustee Pursuant to Section 305(b)(2)**

U.S. BANK NATIONAL ASSOCIATION

(Exact name of Trustee as specified in its charter)

31-0841368
I.R.S. Employer Identification No.

800 Nicollet Mall
Minneapolis, Minnesota **55402**
(Address of principal executive offices) **(Zip Code)**

Wally Jones
U.S. Bank National Association
333 Commerce Street, Suite 800
Nashville, TN 37201
(615) 251-0733
(Name, address and telephone number of agent for service)

ACADIA HEALTHCARE COMPANY, INC.
(Issuer with respect to the Securities)

Delaware **45-2492228**
(State or other jurisdiction of incorporation or organization) **(I.R.S. Employer Identification No.)**

6100 Tower Circle, Suite 1000
Franklin, Tennessee **37067**
(Address of Principal Executive Offices) **(Zip Code)**

5.625% Senior Notes due 2023
(Title of the Indenture Securities)

FORM T-1

Item 1. **GENERAL INFORMATION.** Furnish the following information as to the Trustee.

a) *Name and address of each examining or supervising authority to which it is subject.*

Comptroller of the Currency
Washington, D.C.

b) *Whether it is authorized to exercise corporate trust powers.*

Yes

Item 2. **AFFILIATIONS WITH OBLIGOR.** *If the obligor is an affiliate of the Trustee, describe each such affiliation.*

None

Items 3-15 *Items 3-15 are not applicable because to the best of the Trustee's knowledge, the obligor is not in default under any Indenture for which the Trustee acts as Trustee.*

Item 16. **LIST OF EXHIBITS:** *List below all exhibits filed as a part of this statement of eligibility and qualification.*

1. A copy of the Articles of Association of the Trustee.*
2. A copy of the certificate of authority of the Trustee to commence business, attached as Exhibit 2.
3. A copy of the certificate of authority of the Trustee to exercise corporate trust powers, attached as Exhibit 3.
4. A copy of the existing bylaws of the Trustee.**
5. A copy of each Indenture referred to in Item 4. Not applicable.
6. The consent of the Trustee required by Section 321(b) of the Trust Indenture Act of 1939, attached as Exhibit 6.
7. Report of Condition of the Trustee as of March 31, 2015 published pursuant to law or the requirements of its supervising or examining authority, attached as Exhibit 7.

* Incorporated by reference to Exhibit 25.1 to Amendment No. 2 to registration statement on S-4, Registration Number 333-128217 filed on November 15, 2005.

** Incorporated by reference to Exhibit 25.1 to registration statement on form S-3ASR, Registration Number 333-199863 filed on November 5, 2014.

SIGNATURE

Pursuant to the requirements of the Trust Indenture Act of 1939, as amended, the Trustee, U.S. BANK NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, has duly caused this statement of eligibility and qualification to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of Nashville, State of Tennessee on the 2nd of July, 2015.

By: /s/ Wally Jones
Wally Jones
Vice President

Exhibit 2

Office of the Comptroller of the Currency

Washington, DC 20219

CERTIFICATE OF CORPORATE EXISTENCE

I, Thomas J. Curry, Comptroller of the Currency, do hereby certify that:

1. The Comptroller of the Currency, pursuant to Revised Statutes 324, et seq, as amended, and 12 USC 1, et seq, as amended, has possession, custody, and control of all records pertaining to the chartering, regulation, and supervision of all national banking associations.

2. "U.S. Bank National Association," Cincinnati, Ohio (Charter No. 24), is a national banking association formed under the laws of the United States and is authorized thereunder to transact the business of banking on the date of this certificate.

IN TESTIMONY WHEREOF, today, January 21, 2015, I have hereunto subscribed my name and caused my seal of office to be affixed to these presents at the U.S. Department of the Treasury, in the City of Washington, District of Columbia.

Comptroller of the Currency

Exhibit 3

Office of the Comptroller of the Currency

Washington, DC 20219

CERTIFICATION OF FIDUCIARY POWERS

I, Thomas J. Curry, Comptroller of the Currency, do hereby certify that:

1. The Office of the Comptroller of the Currency, pursuant to Revised Statutes 324, et seq, as amended, and 12 USC 1, et seq, as amended, has possession, custody, and control of all records pertaining to the chartering, regulation, and supervision of all national banking associations.

2. "U.S. Bank National Association," Cincinnati, Ohio (Charter No. 24), was granted, under the hand and seal of the Comptroller, the right to act in all fiduciary capacities authorized under the provisions of the Act of Congress approved September 28, 1962, 76 Stat. 668, 12 USC 92a, and that the authority so granted remains in full force and effect on the date of this certificate.

IN TESTIMONY WHEREOF, today, January 21, 2015, I have hereunto subscribed my name and caused my seal of office to be affixed to these presents at the U.S. Department of the Treasury, in the City of Washington, District of Columbia.

Comptroller of the Currency

Exhibit 6

CONSENT

In accordance with Section 321(b) of the Trust Indenture Act of 1939, the undersigned, U.S. BANK NATIONAL ASSOCIATION hereby consents that reports of examination of the undersigned by Federal, State, Territorial or District authorities may be furnished by such authorities to the Securities and Exchange Commission upon its request therefor.

Dated: July 2, 2015

By: /s/ Wally Jones
Wally Jones
Vice President

Exhibit 7
U.S. Bank National Association
Statement of Financial Condition
As of 3/31/2015

($000's)

	3/31/2015
Assets	
Cash and Balances Due From Depository Institutions	$ 14,048,386
Securities	101,980,067
Federal Funds	48,958
Loans & Lease Financing Receivables	248,152,881
Fixed Assets	4,794,618
Intangible Assets	12,898,132
Other Assets	23,440,131
Total Assets	**$405,363,173**
Liabilities	
Deposits	$297,444,787
Fed Funds	1,856,185
Treasury Demand Notes	0
Trading Liabilities	1,179,175
Other Borrowed Money	46,898,693
Acceptances	0
Subordinated Notes and Debentures	3,650,000
Other Liabilities	12,682,543
Total Liabilities	**$363,711,383**
Equity	
Common and Preferred Stock	18,200
Surplus	14,266,400
Undivided Profits	26,511,651
Minority Interest in Subsidiaries	855,539
Total Equity Capital	**$ 41,651,790**
Total Liabilities and Equity Capital	**$405,363,173**

LETTER OF TRANSMITTAL
ACADIA HEALTHCARE COMPANY, INC.

Offer to Exchange
5.625% Senior Notes due 2023
for Any and All Outstanding
5.625% Senior Notes due 2023

THE EXCHANGE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON [ ], 2015 (THE "EXPIRATION DATE"), UNLESS EXTENDED BY ACADIA HEALTHCARE COMPANY, INC. IN ITS SOLE DISCRETION.

The Exchange Agent for the Exchange Offer is:

U.S. Bank National Association

By Registered or Certified Mail, Hand Delivery or Overnight Courier:

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

Facsimile Transmission:
(for eligible institutions only)
(651) 495-8158

Confirm by Telephone:
(800) 934-6802

Delivery of this Letter of Transmittal to an address other than as set forth above or transmission of this Letter of Transmittal via a facsimile transmission to a number other than as set forth above will not constitute a valid delivery.

The undersigned acknowledges receipt of the prospectus, dated [ ], 2015 (the "Prospectus"), of Acadia Healthcare Company, Inc. (the "Issuer"), and this Letter of Transmittal (the "Letter of Transmittal"), which together describe the Issuer's offer (the "Exchange Offer") to exchange up to $375,000,000 aggregate principal amount of 5.625% Senior Notes due 2023 (together with the guarantees thereof, the "Exchange Notes"), which have been registered under the Securities Act of 1933, as amended (the "Securities Act"), of the Issuer, for a like aggregate principal amount of outstanding 5.625% Senior Notes due 2023 (together with the guarantees thereof, the "Outstanding Notes"), of the Issuer. The CUSIP numbers for the Outstanding Notes are U00434 AD9 and 00404A AH2.

The terms of the Exchange Notes and the Outstanding Notes are identical in all respects, except that, because the offer of the Exchange Notes will have been registered under the Securities Act, the Exchange Notes will not be subject to transfer restrictions, registration rights or the related provisions for increased interest if the Issuer defaults under the Registration Rights Agreement.

Capitalized terms used but not defined herein shall have the same meaning given them in the Prospectus.

Your bank or broker can assist you in completing this form. The instructions included with this Letter of Transmittal must be followed. Questions and requests for assistance with respect to tender procedures or for additional copies of the Prospectus and this Letter of Transmittal may be directed to the Exchange Agent.

The undersigned has checked the appropriate boxes below and signed this Letter of Transmittal to indicate the action the undersigned desires to take with respect to the Exchange Offer.

Please read the entire Letter of Transmittal and the Prospectus carefully before checking any box below.

List below the Outstanding Notes to which this Letter of Transmittal relates. If the space provided below is inadequate, the certificate numbers and aggregate principal amounts should be listed on a separate signed schedule affixed hereto.

DESCRIPTION OF OUTSTANDING NOTES

Outstanding Notes:

Name(s) And Address(es) of Registered Holder(s) (Please Fill In)	Certificate Number(s)*	Aggregate Principal Amount Represented**	Principal Amount Tendered**
Total principal amount of Outstanding Notes			

* Need not be completed by holders delivering by book-entry transfer (see below).

** Outstanding Notes may be tendered in whole or in part in minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof. All Outstanding Notes held shall be deemed tendered unless a lesser number is specified in this column. See Instruction 4.

Unless the context otherwise requires, the term “holder” for purposes of this Letter of Transmittal means any person in whose name Outstanding Notes are registered or any other person who has obtained a properly completed bond power from the registered holder or any person whose Outstanding Notes are held of record by The Depository Trust Company (“DTC”).

Holders whose Outstanding Notes are not immediately available or who cannot deliver their Outstanding Notes and all other documents required hereby to the Exchange Agent on or prior to the Expiration Date must tender their Outstanding Notes according to the guaranteed delivery procedures set forth in the Prospectus under the caption “Exchange Offer—Guaranteed Delivery Procedures.”

Please read this entire Letter of Transmittal carefully before completing the boxes below.

☐ **Check here if certificates for tendered Outstanding Notes are enclosed herewith.**

☐ **Check here if tendered Outstanding Notes are being delivered by book-entry transfer made to the account maintained by the Exchange Agent with DTC and complete the following:**

Name of Tendering Institution: _____

Account Number with DTC: _____

Transaction Code Number: _____

☐ **Check here if tendered Outstanding Notes are being delivered pursuant to a notice of guaranteed delivery and complete the following:**

Name of Registered Holder(s): _____

Name of Eligible Institution that Guaranteed Delivery: _____

Date of Execution of Notice of Guaranteed Delivery: _____

If guaranteed delivery is to be made by book-entry transfer:

Name of Tendering Institution: _____

Account Number: _____

Transaction Code Number: _____

☐ **Check here if you tendered by book-entry transfer and desire any non-exchanged notes to be returned to you by crediting the book-entry transfer facility account number set forth above.**

Broker-Dealer Status

☐ Check here if you are a broker-dealer that acquired your Outstanding Notes for your own account as a result of market-making activities or other trading activities and wish to receive 10 additional copies of the Prospectus and any amendments or supplements thereto.

Name: _____

Address: _____

Note: signatures must be provided below

PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY

Ladies and Gentlemen:

Upon the terms and subject to the conditions of the Exchange Offer, the undersigned hereby tenders to Acadia Healthcare Company, Inc. (the "Issuer") the principal amount of the Outstanding Notes indicated above. Subject to, and effective upon, the acceptance for exchange of all or any portion of the Outstanding Notes tendered herewith in accordance with the terms and conditions of the Exchange Offer (including, if the Exchange Offer is extended or amended, the terms and conditions of any such extension or amendment), the undersigned hereby exchanges, assigns and transfers to, or upon the order of, the Issuer all right, title and interest in and to such Outstanding Notes as are being tendered herewith. The undersigned hereby irrevocably constitutes and appoints the Exchange Agent as its true and lawful agent and attorney-in-fact (with full knowledge that the Exchange Agent also acts as an agent of the Issuer) of the undersigned, with full power of substitution, to cause the Outstanding Notes to be assigned, transferred and exchanged.

The undersigned represents and warrants that it has full power and authority to tender, exchange, assign and transfer the Outstanding Notes and to acquire Exchange Notes issuable upon the exchange of such tendered Outstanding Notes, and that, when the same are accepted for exchange, the Issuer will acquire good and unencumbered title to the tendered Outstanding Notes, free and clear of all liens, restrictions, charges and encumbrances and not subject to any adverse claim. The undersigned also warrants that it will, upon request, execute and deliver any additional documents deemed by the Exchange Agent or the Issuer to be necessary or desirable to complete the exchange, assignment and transfer of the tendered Outstanding Notes or transfer ownership of such Outstanding Notes on the account books maintained by the book-entry transfer facility. The undersigned further agrees that acceptance of any and all validly tendered Outstanding Notes by the Issuer and the issuance of Exchange Notes in exchange therefor shall constitute performance in full by the Issuer of its obligations under the Registration Rights Agreement, dated as of February 11, 2015, among the Issuer, the guarantors party thereto and Merrill Lynch, Pierce, Fenner & Smith Incorporated and Jefferies LLC as representatives of the initial purchasers (the "Registration Rights Agreement"), and that the Issuer shall have no further obligations or liabilities thereunder. The undersigned will comply with its obligations under the Registration Rights Agreement.

The Exchange Offer is subject to certain conditions as set forth in the Prospectus under the caption "Exchange Offer—Conditions to the Exchange Offer." As a result of these conditions (which may be waived, in whole or in part, by the Issuer), as more particularly set forth in the Prospectus, the Issuer may not be required to exchange any of the Outstanding Notes tendered hereby and, in such event, the Outstanding Notes not exchanged will be returned to the undersigned at the address shown above, promptly following the expiration or termination of the Exchange Offer. In addition, the Issuer may amend the Exchange Offer at any time prior to the Expiration Date if any of the conditions set forth under "Exchange Offer—Conditions to the Exchange Offer" occur.

Tenders of Outstanding Notes pursuant to any one of the procedures described in the Prospectus and in the instructions attached hereto will, upon the Issuer's acceptance for exchange of such tendered Outstanding Notes, constitute a binding agreement between the undersigned and the Issuer upon the terms and subject to the conditions of the Exchange Offer. Under circumstances set forth in the Prospectus, the Issuer may not be required to accept for exchange any of the Outstanding Notes.

By tendering Outstanding Notes and executing this Letter of Transmittal, the undersigned represents that (1) the Exchange Notes acquired pursuant to the Exchange Offer are being acquired in the ordinary course of business of the undersigned, (2) the undersigned is not engaging in and does not intend to engage in a distribution of such Exchange Notes within the meaning of the federal securities laws, (3) the undersigned does not have an arrangement or understanding with any person to participate in the distribution of such Exchange Notes, (4) the undersigned is not an "affiliate" of the Issuer within the meaning of Rule 405 under the Securities Act and (5) the undersigned is not acting on behalf of any person who could not truthfully make the foregoing representations.

If the undersigned is a broker-dealer that will receive Exchange Notes for its own account in exchange for Outstanding Notes that were acquired as a result of market-making activities or other trading activities, it acknowledges that it will deliver a Prospectus meeting the requirements of the Securities Act in connection with any resale of such Exchange Notes. By acknowledging that it will deliver and by delivering a Prospectus meeting the requirements of the Securities Act in connection with any resale of such Exchange Notes, the undersigned is not deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

Any holder of Outstanding Notes using the Exchange Offer to participate in a distribution of the Exchange Notes (i) cannot rely on the position of the staff of the Securities and Exchange Commission enunciated in its interpretive letter with respect to Exxon Capital Holdings Corporation (available May 13, 1988) or similar interpretive letters and (ii) must comply with the registration and Prospectus delivery requirements of the Securities Act in connection with a secondary resale transaction.

All authority herein conferred or agreed to be conferred shall survive the death or incapacity of the undersigned and every obligation of the undersigned hereunder shall be binding upon the heirs, personal representatives, successors and assigns of the undersigned. Tendered Outstanding Notes may be withdrawn at any time prior to the Expiration Date in accordance with the terms of this Letter of Transmittal. Except as stated in the Prospectus, this tender is irrevocable.

Certificates for all Exchange Notes delivered in exchange for tendered Outstanding Notes and any Outstanding Notes delivered herewith but not exchanged, and registered in the name of the undersigned, shall be delivered to the undersigned at the address shown below the signature of the undersigned unless otherwise instructed under “Special Issuance Instructions” or “Special Delivery Instructions” on pages 7 and 8 below, respectively.

The undersigned, by completing the box entitled “Description of Outstanding Notes” above and signing this letter, will be deemed to have tendered the Outstanding Notes as set forth in such box.

PLEASE SIGN HERE

(To be completed by all tendering holders of Outstanding Notes regardless of whether Outstanding Notes are being physically delivered herewith, unless an agent's message is delivered in connection with a book-entry transfer of such Outstanding Notes)

This Letter of Transmittal must be signed by the registered holder(s) of Outstanding Notes exactly as their name(s) appear(s) on certificate(s) for Outstanding Notes or on a security position listing, or by person(s) authorized to become registered holder(s) by endorsements and documents transmitted with this Letter of Transmittal. If the signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer or other person acting in a fiduciary or representative capacity, such person must set forth his or her full title below under "Capacity" and submit evidence satisfactory to the Exchange Agent of such person's authority to so act. See Instruction 5 below.

If the signature appearing below is not of the registered holder(s) of the Outstanding Notes, then the registered holder(s) must sign a valid power of attorney.

X _____

X _____

Signature(s) of Holder(s) or Authorized Signatory

Dated _____

Name(s) _____

_____

Capacity _____

Address _____

Including Zip Code

Area Code and Telephone No. _____

Please Complete Substitute Form W-9 or IRS Form W-8, as applicable (See Instruction 7 below)

SIGNATURE GUARANTEE (If required—see Instructions 2 and 5 below)
Certain Signatures Must be Guaranteed by a Signature Guarantor

_____

(Name of Signature Guarantor Guaranteeing Signatures)

_____

(Address (including zip code) and Telephone Number (including area code) of Firm)

_____

(Authorized Signature)

_____

(Printed Name)

_____

(Title)

Dated _____

SPECIAL ISSUANCE INSTRUCTIONS
(See Instructions 4 through 7)

To be completed ONLY if certificates for Outstanding Notes in a principal amount not tendered are to be issued in the name of, or Exchange Notes issued pursuant to the Exchange Offer are to be issued in the name of, someone other than the person or persons whose name(s) appear(s) within this Letter of Transmittal or issued to an address different from that shown in the box entitled "Description of Outstanding Notes" within this Letter of Transmittal.

Issue: ☐ Exchange Notes ☐ Outstanding Notes
(Complete as applicable)

Name _____
(Please Print)

Address _____
(Please Print)

_____
(Include Zip Code)

_____
Tax Identification or Social Security Number

Please Complete Substitute Form W-9 or IRS Form W-8, as applicable

Credit Outstanding Notes not tendered, but represented by certificates tendered by this Letter of Transmittal, by book-entry transfer to:

☐ The Depository Trust Company

☐ _____

☐ Account Number _____

Credit Exchange Notes issued pursuant to the Exchange Offer by book-entry transfer to:

☐ The Depository Trust Company

☐ _____

☐ Account Number _____

SPECIAL DELIVERY INSTRUCTIONS
(See Instructions 4 through 7)

To be completed ONLY if certificates for Outstanding Notes in a principal amount not tendered, or Exchange Notes, are to be sent to someone other than the person or persons whose name(s) appear(s) within this Letter of Transmittal to an address different from that shown in the box entitled "Description of Outstanding Notes" within this Letter of Transmittal.

Deliver: ☐ Exchange Notes ☐ Outstanding Notes
(Complete as applicable)

Name _____
(Please Print)

Address _____
(Please Print)

_____
(Include Zip Code)

INSTRUCTIONS TO LETTER OF TRANSMITTAL
Forming Part of the Terms and Conditions
of the Exchange Offer

1. **Delivery of this Letter of Transmittal and Outstanding Notes; Guaranteed Delivery Procedures**. This Letter of Transmittal is to be completed by holders of Outstanding Notes if certificates representing such Outstanding Notes are to be forwarded herewith, or, unless an agent's message is utilized, if delivery of such certificates is to be made by book-entry transfer to the account maintained by DTC, pursuant to the procedures set forth in the Prospectus under "Exchange Offer—Procedures for Tendering Outstanding Notes." To tender in the Exchange Offer, a holder must complete, sign and date this Letter of Transmittal, or a facsimile thereof, have the signatures thereon guaranteed if required by these Instructions or transmit an agent's message in connection with a book-entry transfer, and, unless transmitting an agent's message in connection with a book-entry transfer, mail or otherwise deliver this Letter of Transmittal or the facsimile, together with the Outstanding Notes and any other required documents, to the Exchange Agent prior to the Expiration Date. To be tendered effectively, the Outstanding Notes, this Letter of Transmittal or an agent's message and other required documents must be completed and received by the Exchange Agent at its address prior to the Expiration Date. Delivery of the Outstanding Notes may be made by book-entry transfer in accordance with the procedures described in the Prospectus under "Exchange Offer—Procedures for Tendering Outstanding Notes." Confirmation of the book-entry transfer must be received by the Exchange Agent prior to the Expiration Date.

Holders whose certificates for Outstanding Notes are not immediately available or who cannot deliver their certificates and any other required documents to the Exchange Agent on or prior to 5:00 p.m., New York City time, on the Expiration Date, or who cannot complete the procedure for book-entry transfer on a timely basis, may tender their Outstanding Notes pursuant to the guaranteed delivery procedures set forth in the Prospectus under the caption "Exchange Offer—Guaranteed Delivery Procedures." Pursuant to such procedures, (i) such tender must be made through an Eligible Guarantor Institution (as defined herein), (ii) on or prior to 5:00 p.m., New York City time, on the Expiration Date, the Exchange Agent must receive from such Eligible Guarantor Institution either a properly completed and duly executed Notice of Guaranteed Delivery, substantially in the form provided by the Issuer (by facsimile transmission, mail or hand delivery), or a properly transmitted agent's message and Notice of Guaranteed Delivery setting forth the name and address of the holder of Outstanding Notes, the registered number(s) of the Outstanding Notes and the principal amount of Outstanding Notes tendered, stating that the tender is being made thereby and guaranteeing that within three New York Stock Exchange ("NYSE") trading days after the Expiration Date, the certificates for all physically tendered Outstanding Notes in proper form for transfer, or a book-entry confirmation, as the case may be, and any other documents required by this Letter of Transmittal will be deposited by the Eligible Guarantor Institution with the Exchange Agent, and (iii) a properly completed and duly executed Letter of Transmittal (or a facsimile thereof), the certificates for all physically tendered Outstanding Notes, in proper form for transfer, or book-entry confirmation, as the case may be, and all other documents required by this Letter of Transmittal, must be received by the Exchange Agent within three NYSE trading days after the Expiration Date.

The method of delivery of this Letter of Transmittal, the Outstanding Notes and all other required documents to the Exchange Agent is at the election and sole risk of the holder. Instead of delivery by mail, holders should use an overnight or hand delivery service. In all cases, holders should allow for sufficient time to ensure delivery to the Exchange Agent prior to the Expiration Date. Holders may request their broker, dealer, commercial bank, trust company or nominee to effect these transactions for them. Holders should not send any Outstanding Note, Letter of Transmittal, Notice of Guaranteed Delivery or other required document to the Issuer.

2. **Guarantee of Signatures**. Signatures on this Letter of Transmittal or a notice of withdrawal must be guaranteed by a member firm of a registered national securities exchange or of the National Association of Securities Dealers, Inc., a commercial bank or trust company having an office or correspondent in the United States or by an "eligible guarantor institution" within the meaning of Rule 17Ad-15 promulgated under the Securities Exchange Act of 1934, as amended (banks; brokers and dealers; credit unions; national securities exchanges; registered securities associations; learning agencies; and savings associations) (each an "Eligible Guarantor Institution") unless the Outstanding Notes tendered hereby are tendered (1) by a registered holder of Outstanding Notes (or by a participant in DTC whose name appears on a security position listing as the owner of such Outstanding Notes) who has not completed any of the boxes entitled "Special Issuance Instructions" or "Special

Delivery Instructions," on this Letter of Transmittal, or (2) for the account of an Eligible Guarantor Institution. If the Outstanding Notes are registered in the name of a person other than the person who signed this Letter of Transmittal or if Outstanding Notes not tendered are to be returned to, or are to be issued to the order of, a person other than the registered holder or if Outstanding Notes not tendered are to be sent to someone other than the registered holder, then the signature on this Letter of Transmittal accompanying the tendered Outstanding Notes must be guaranteed as described above. Beneficial owners whose Outstanding Notes are registered in the name of a broker, dealer, commercial bank, trust company or other nominee must contact such broker, dealer, commercial bank, trust company or other nominee if they desire to tender Outstanding Notes. See "Exchange Offer—Procedures for Tendering Outstanding Notes" in the Prospectus.

3. **Withdrawal of Tenders**. Except as otherwise provided in the Prospectus, tenders of Outstanding Notes may be withdrawn at any time prior to the Expiration Date. For a withdrawal of tendered Outstanding Notes to be effective, either a written or facsimile transmission notice of withdrawal must be received by the Exchange Agent prior to the Expiration Date at its address set forth on the cover of this Letter of Transmittal or you must comply with the appropriate withdrawal procedures of DTC's Automated Tender Offer Program. Any notice of withdrawal must (1) specify the name of the person having deposited the Outstanding Notes to be withdrawn, (2) identify the Outstanding Notes to be withdrawn, including the certificate number(s) and principal amount of the Outstanding Notes, or, in the case of Outstanding Notes transferred by book-entry transfer, the name and number of the account at DTC to be credited, (3) be signed by the holder in the same manner as the original signature on the letter of transmittal by which the Outstanding Notes were tendered, including any required signature guarantees, or be accompanied by documents of transfer sufficient to have the trustee with respect to the Outstanding Notes register the transfer of the Outstanding Notes into the name of the person withdrawing the tender, and (4) specify the name in which any Outstanding Notes are to be registered, if different from that of the person depositing the Outstanding Notes to be withdrawn. If the Outstanding Notes to be withdrawn have been delivered or otherwise identified to the Exchange Agent, a signed notice of withdrawal is effective immediately upon written or facsimile notice of such withdrawal even if physical release is not yet effected.

Any permitted withdrawal of Outstanding Notes may not be rescinded. Any Outstanding Notes properly withdrawn will thereafter be deemed not validly tendered for purposes of the Exchange Offer. However, properly withdrawn Outstanding Notes may be retendered by following one of the procedures described in the Prospectus under the caption "Exchange Offer—Procedures for Tendering Outstanding Notes" at any time prior to the Expiration Date.

4. **Partial Tenders**. Tenders of Outstanding Notes pursuant to the Exchange Offer will be accepted only in principal amounts of at least $2,000 and in integral multiples of $1,000 in excess thereof. If less than the entire principal amount of any Outstanding Notes evidenced by a submitted certificate is tendered, the tendering holder must fill in the principal amount tendered in the last column of the box entitled "Description of Outstanding Notes" herein. The entire principal amount represented by the certificates for all Outstanding Notes delivered to the Exchange Agent will be deemed to have been tendered unless otherwise indicated. If the entire principal amount of all Outstanding Notes held by the holder is not tendered, certificates for the principal amount of Outstanding Notes not tendered and Exchange Notes issued in exchange for any Outstanding Notes tendered and accepted will be sent (or, if tendered by book-entry transfer, returned by credit to the account at DTC designated herein) to the holder unless otherwise provided in the appropriate box on this Letter of Transmittal (see Instruction 6), promptly after the Expiration Date. Any untendered portion of an Outstanding Note must be in a principal amount of $2,000 or in integral multiples of $1,000 in excess thereof.

5. **Signature on this Letter of Transmittal; Bond Powers and Endorsements; Guarantee of Signatures**. If this Letter of Transmittal is signed by the registered holder(s) of the Outstanding Notes tendered hereby, the signature must correspond with the name(s) as written on the face of certificates without alteration, enlargement or change whatsoever. If this Letter of Transmittal is signed by a participant in DTC whose name is shown on the security position listing as the owner of the Outstanding Notes tendered hereby, the signature must correspond with the name shown on such security position listing the owner of the Outstanding Notes.

If any of the Outstanding Notes tendered hereby are owned of record by two or more joint owners, all such owners must sign this Letter of Transmittal. If any tendered Outstanding Notes are registered in different names on several certificates, it will be necessary to complete, sign and submit as many copies of this Letter of Transmittal and any necessary accompanying documents as there are different names in which certificates are held.

If this Letter of Transmittal is signed by the holder, and the certificates for any principal amount of Outstanding Notes not tendered are to be issued (or if any principal amount of Outstanding Notes that is not tendered is to be reissued or returned) to or, if tendered by book-entry transfer, credited to the account of DTC of the registered holder, and Exchange Notes exchanged for Outstanding Notes in connection with the Exchange Offer are to be issued to the order of the registered holder, then the registered holder need not endorse any certificates for tendered Outstanding Notes nor provide a separate bond power. In any other case (including if this Letter of Transmittal is not signed by the registered holder), the registered holder must either properly endorse the certificates for Outstanding Notes tendered or transmit a separate properly completed bond power with this Letter of Transmittal (in either case, executed exactly as the name(s) of the registered holder(s) appear(s) on such Outstanding Notes, and, with respect to a participant in DTC whose name appears on a security position listing as the owner of Outstanding Notes, exactly as the name(s) of the participant(s) appear(s) on such security position listing), with the signature on the endorsement or bond power guaranteed by a signature guarantor or an Eligible Guarantor Institution, unless such certificates or bond powers are executed by an Eligible Guarantor Institution. See Instruction 2.

Endorsements on certificates for Outstanding Notes and signatures on bond powers provided in accordance with this Instruction 5 by registered holders not executing this Letter of Transmittal must be guaranteed by an Eligible Guarantor Institution. See Instruction 2.

If this Letter of Transmittal or any certificates representing Outstanding Notes or bond powers are signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, such persons should so indicate when signing, and proper evidence satisfactory to the Exchange Agent of their authority so to act must be submitted with this Letter of Transmittal.

6. **Special Issuance and Special Delivery Instructions**. Tendering holders should indicate in the applicable box or boxes the name and address to which Outstanding Notes for principal amounts not tendered or Exchange Notes exchanged for Outstanding Notes in connection with the Exchange Offer are to be issued or sent, if different from the name and address of the holder signing this Letter of Transmittal. In the case of issuance in a different name, the taxpayer identification number of the person named must also be indicated. If no instructions are given, Outstanding Notes not tendered will be returned to the registered holder of the Outstanding Notes tendered. For holders of Outstanding Notes tendered by book-entry transfer, Outstanding Notes not tendered will be returned by crediting the account at DTC designated above.

7. **Taxpayer Identification Number; Backup Withholding; Substitute Form W-9**. U.S. federal income tax laws generally require that a tendering holder provide the Exchange Agent with such holder's correct taxpayer identification number ("TIN") or otherwise establish a basis for exemption from backup withholding. In the case of a holder who is an individual, the TIN is his or her social security number. If the tendering holder is a nonresident alien or a foreign entity, other requirements (as described below) will apply. If the Exchange Agent is not provided with the correct TIN or an adequate basis for an exemption, such holder may be subject to a $50 penalty imposed by the Internal Revenue Service ("IRS") and backup withholding at the applicable rate, currently 28%, upon the amount of any reportable payments made after the exchange to such tendering holder. If withholding results in an overpayment of taxes, a refund may be obtained.

To prevent backup withholding, each tendering holder must provide such holder's correct TIN by completing the "Substitute Form W-9" set forth herein, certifying that (i) the TIN provided is correct (or that such holder is awaiting a TIN), (ii) that (a) the holder is exempt from backup withholding, (b) the holder has not been notified by the IRS that such holder is subject to backup withholding as a result of a failure to report all interest or dividends or (c) the IRS has notified the holder that such holder is no longer subject to backup withholding, (iii) the holder is a U.S. citizen or other U.S. person (as defined in the Substitute Form W-9 General Instructions (the "W-9 General Instructions")) and (iv) that the Foreign Account Tax Compliance Act ("FATCA") code(s) entered on the Substitute Form W-9 (if any) indicating exemption from FATCA reporting is correct.

If a holder that is a U.S. person does not have a TIN, such holder should consult the W-9 General Instructions for instructions on applying for a TIN, write "Applied For" in the space for the TIN on the Substitute

Form W-9, and sign and date the Substitute Form W-9. If the holder does not provide such holder's TIN to the Exchange Agent within 60 days, backup withholding will begin and continue until such holder furnishes such holder's TIN to the Exchange Agent. Note: Writing "Applied For" on the form means that the holder has already applied for a TIN or that such holder intends to apply for one soon.

If the Outstanding Notes are held in more than one name or are not in the name of the actual owner, consult the W-9 General Instructions for information on which TIN to report.

Exempt holders (including, among others, certain foreign persons) are not subject to these backup withholding and reporting requirements. To prevent possible erroneous backup withholding, an exempt holder should check the "Exempt payee" box on the Substitute Form W-9. See the W-9 General Instructions for additional instructions. In order for a nonresident alien or foreign entity to qualify as exempt, such person must submit a completed IRS Form W-8 BEN, "Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding," signed under penalty of perjury attesting to such exempt status. Such form may be obtained from the Exchange Agent.

8. **Transfer Taxes**. The Issuer will pay all transfer taxes, if any, applicable to the transfer of Outstanding Notes to it or its order pursuant to the Exchange Offer. If, however, Exchange Notes and/or substitute Outstanding Notes not exchanged are to be delivered to, or are to be registered or issued in the name of, any person other than the registered holder of the Outstanding Notes tendered hereby, or if tendered Outstanding Notes are registered in the name of any person other than the person signing this Letter of Transmittal, or if a transfer tax is imposed for any reason other than the transfer of Outstanding Notes to the Issuer or its order pursuant to the Exchange Offer, the amount of any such transfer taxes (whether imposed on the registered holder or any other persons) will be payable by the tendering holder. If satisfactory evidence of payment of such taxes or exemption therefrom is not submitted herewith, the amount of such transfer taxes will be billed directly to such tendering holder.

9. **Mutilated, Lost, Stolen or Destroyed Outstanding Notes**. Any holder whose Outstanding Notes have been mutilated, lost, stolen or destroyed should contact the Exchange Agent at the address indicated above for further instructions. This Letter of Transmittal cannot be processed until the procedures for replacing mutilated, lost, stolen or destroyed certificates have been completed.

10. **Irregularities**. All questions as to the validity, form, eligibility, time of receipt, acceptance and withdrawal of any tenders of Outstanding Notes pursuant to the procedures described in the Prospectus and the form and validity of all documents will be determined by the Issuer, in its sole discretion, which determination shall be final and binding on all parties. The Issuer reserves the absolute right, in its sole discretion, to reject any or all tenders of any Outstanding Notes determined by it not to be in proper form or the acceptance of which may, in the opinion of the Issuer's counsel, be unlawful. The Issuer also reserves the absolute right, in its sole discretion, to waive or amend any of the conditions of the Exchange Offer or to waive any defect or irregularity in the tender of any particular Outstanding Notes, provided however that, to the extent such waiver includes any condition to tender, the Issuer will waive such condition as to all tendering holders. The Issuer's interpretations of the terms and conditions of the Exchange Offer (including, without limitation, the instructions in this Letter of Transmittal) shall be final and binding. No alternative, conditional or contingent tenders will be accepted. Unless waived, any irregularities in connection with tenders must be cured within such time as the Issuer shall determine and in any case, before the Expiration Date. None of the Issuer, the Exchange Agent or any other person will be under any duty to give notification of any defects or irregularities in such tenders or will incur any liability to holders for failure to give such notification. Tenders of such Outstanding Notes shall not be deemed to have been made until such irregularities have been cured or waived. Any Outstanding Notes received by the Exchange Agent that are not properly tendered and as to which the irregularities have not been cured or waived will be returned by the Exchange Agent to the tendering holders, unless such holders have otherwise provided herein, promptly following the Expiration Date.

11. **Requests for Assistance or Additional Copies**. Questions relating to the procedure for tendering, as well as requests for assistance or additional copies of the Prospectus and this Letter of Transmittal, may be directed to the Exchange Agent at the address and telephone number set forth above. Holders may also contact their broker, dealer, commercial bank, trust company or other nominee for assistance concerning the Exchange Offer.

IMPORTANT: This Letter of Transmittal or a facsimile thereof (together with certificates for Outstanding Notes and all other required documents) or a Notice of Guaranteed Delivery must be received by the Exchange Agent prior to 5:00 p.m., New York City time, on the Expiration Date.

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P-partnership) u _____

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) u

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer Identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here **Signature of U.S. person** u **Date** u

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage Interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? On page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purpose, you are considered a U.S. person if you are:

- An Individual who is a U.S. citizen or U.S. resident alien:
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause". Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called " backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rent, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Special Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a disregarded entity." See Regulations section 301.7701-2(c)(2)(III). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish you TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purpose, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; Instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1–An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2–The United States or any of its agencies or instrumentalities

3–A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4–A foreign government or any of its political subdivisions, agencies, or instrumentalities

5–A corporation

6–A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7–A futures commission merchant registered with the Commodity Futures Trading Commission

8–A real estate investment trust

9–An entity registered at all times during the tax year under the Investment Company Act of 1940

10–A common trust fund operated by a bank under section 584(a)

11–A financial institution

12–A middleman known in the investment community as a nominee or custodian

13–A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A–An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B–The United States or any of its agencies or instrumentalities

C–A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D–A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(l)

E–A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(l)

F–A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G–A real estate investment trust

H–A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I–A common trust fund as defined in section 584(a)

J–A bank as defined in section 581

K–A broker

L–A trust exempt from tax under section 664 or described in section 4947(a)(1)

M–A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregard U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

	For this type of account:	Give name and SSN of:
1.	Individual	The individual
2.	Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account[1]
3.	Custodian account of a minor (Uniform Gift to Minors Act)	The minor[2]
4.	a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee[1] The actual owner[1]
5.	Sole proprietorship or disregarded entity owned by an individual	The owner[3]
6.	Grantor trust filling under Optional Form 1099 Filling Method 1 (see Regulations section 1.671-4(b)(2)(l)(A))	The grantor[4]
	For this type of account:	**Give name and EIN of:**
7.	Disregarded entity not owned by an individual	The owner
8.	A valid trust, estate, or pension trust	Legal entity[4]
9.	Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10.	Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11.	Partnership or multi-member LLC	The partnership
12.	A broker or registered nominee	The broker or nominee
13.	Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14.	Grantor trust filling under the Form 1041 Filling Method or the Optional Form 1099 Filling Method 2 (see Regulations section 1.671-4(b)(2)(l)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

"Note: Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Exhibit 99.2

NOTICE OF GUARANTEED DELIVERY
ACADIA HEALTHCARE COMPANY, INC.

Offer to Exchange
5.625% Senior Notes due 2023
for Any and All Outstanding
5.625% Senior Notes due 2023

This form or one substantially equivalent hereto must be used by registered holders of outstanding 5.625% Senior Notes due 2023 (the "Outstanding Notes") who wish to tender their Outstanding Notes in exchange for a like principal amount of 5.625% Senior Notes due 2023 (the "Exchange Notes") pursuant to the exchange offer described in the Prospectus dated [ ], 2015 (the "Prospectus") if the holder's Outstanding Notes are not immediately available or if such holder cannot deliver its Outstanding Notes and Letter of Transmittal (and any other documents required by the Letter of Transmittal) to U.S. Bank National Association (the "Exchange Agent") prior to 5:00 p.m., New York City time, on [ ], 2015. This Notice of Guaranteed Delivery may be delivered by hand or sent by facsimile transmission (receipt confirmed by telephone and an original delivered by guaranteed overnight courier) or mail to the Exchange Agent. See "Exchange Offer—Guaranteed Delivery Procedures" in the Prospectus.

THE EXCHANGE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON [ ], 2015 (THE "EXPIRATION DATE"), UNLESS EXTENDED BY ACADIA HEALTHCARE COMPANY, INC. IN ITS SOLE DISCRETION.

The Exchange Agent for the Exchange Offer is:

U.S. Bank National Association

By Registered or Certified Mail, Hand Delivery or Overnight Courier:

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

Facsimile Transmission:
(for eligible institutions only)
(651) 495-8158

Confirm by Telephone:
(800) 934-6802

Delivery of this Notice of Guaranteed Delivery to an address other than as set forth above or transmission via facsimile to a number other than as set forth above will not constitute a valid delivery.

This Notice of Guaranteed Delivery is not to be used to guarantee signatures. If a signature on a Letter of Transmittal is required to be guaranteed by an Eligible Guarantor Institution (as defined in the Letter of Transmittal), such signature guarantee must appear in the applicable space provided in the Letter of Transmittal.

Ladies and Gentlemen:

The undersigned hereby tenders to Acadia Healthcare Company, Inc. upon the terms and subject to the conditions set forth in the Prospectus and the Letter of Transmittal (which together constitute the "Exchange Offer"), receipt of which is hereby acknowledged, Outstanding Notes pursuant to guaranteed delivery procedures set forth in Instruction 1 of the Letter of Transmittal.

The undersigned understands that tenders of Outstanding Notes will be accepted only in minimum denominations of principal amount of $2,000 and in any integral multiples of $1,000 in excess thereof. The undersigned understands that tenders of Outstanding Notes pursuant to the Exchange Offer may be withdrawn only in accordance with the procedures set forth in "Exchange Offer—Withdrawal of Tenders" section of the Prospectus.

All authority herein conferred or agreed to be conferred by this Notice of Guaranteed Delivery shall survive the death, incapacity or dissolution of the undersigned and every obligation of the undersigned under this Notice of Guaranteed Delivery shall be binding upon the heirs, personal representatives, executors, administrators, successors, assigns, trustees in bankruptcy and other legal representatives of the undersigned.

NOTE: SIGNATURES MUST BE PROVIDED WHERE INDICATED BELOW.

Principal Amount of Outstanding Notes Tendered for Exchange (must be in minimum denominations of principal amount of $2,000 and in any integral multiples of $1,000 in excess thereof):

_____

Certificate No(s). for Outstanding Notes (if available): _____

_____

PLEASE SIGN HERE

X _____ _____

X _____ _____

Signature(s) of Owner(s) or Authorized Signatory **Date**

This Notice of Guaranteed Delivery must be signed by the registered holder(s) of Outstanding Notes exactly as its (their) name(s) appear on certificates of Outstanding Notes or on a security position listing as the owner of Outstanding Notes, or by person(s) authorized to become registered holder(s) by endorsements and documents transmitted with this Notice of Guaranteed Delivery. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer or other person acting in a fiduciary or representative capacity, such person must provide the following information:

Please print name(s) and address(es)

Name(s): _____

_____

Capacity: _____

Address(es): _____

_____

Area Code and Telephone Number: _____

(Check if Outstanding Notes will be tendered by book-entry transfer)

☐ The Depository Trust Company

Account Number: _____

THE GUARANTEE ON THE FOLLOWING PAGE MUST BE COMPLETED.

GUARANTEE
(NOT TO BE USED FOR SIGNATURE GUARANTEE)

The undersigned, a member firm of a registered national securities exchange or of the Financial Industry Regulatory Authority, Inc., or a commercial bank or trust company having an office or correspondent in the United States or an "eligible guarantor institution" within the meaning of Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), hereby:

(a) represents that the above named person(s) own(s) the Outstanding Notes to be tendered within the meaning of Rule 14e-4 under the Exchange Act;

(b) represents that such tender of Outstanding Notes complies with Rule 14e-4 under the Exchange Act; and

(c) guarantees that delivery to the Exchange Agent of certificates for the Outstanding Notes to be tendered, proper form for transfer (or confirmation of the book-entry transfer of such Outstanding Notes into the Exchange Agent's account at The Depository Trust Company, pursuant to the procedures for book-entry transfer set forth in the Prospectus), with delivery of a properly completed and duly executed (or manually signed facsimile) Letter of Transmittal with all required signatures and any other required documents, will be received by the Exchange Agent at its address set forth above within three New York Stock Exchange trading days after the Expiration Date.

I HEREBY ACKNOWLEDGE THAT I MUST DELIVER THE LETTER OF TRANSMITTAL AND OUTSTANDING NOTES TO BE TENDERED TO THE EXCHANGE AGENT WITHIN THE TIME PERIOD SET FORTH HEREIN AND THAT FAILURE TO DO SO COULD RESULT IN FINANCIAL LOSS TO ME.

Name of Firm: _____

Address: _____

_____

Area Code and Telephone Number: _____

_____
(Authorized Signature)

Title: _____

Name (please type): _____

Date: _____

NOTE: DO NOT SEND OUTSTANDING NOTES WITH THIS NOTICE OF GUARANTEED DELIVERY. OUTSTANDING NOTES SHOULD BE SENT WITH YOUR LETTER OF TRANSMITTAL.

Exhibit 99.3

LETTER TO DTC PARTICIPANTS
ACADIA HEALTHCARE COMPANY, INC.

Offer to Exchange
5.625% Senior Notes due 2023
for Any and All Outstanding
5.625% Senior Notes due 2023

Pursuant to the Prospectus dated [ ], 2015

THE EXCHANGE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON [ ], 2015 (THE "EXPIRATION DATE"), UNLESS EXTENDED BY ACADIA HEALTHCARE COMPANY, INC. IN ITS SOLE DISCRETION.

[ ], 2015

To Securities Dealers, Commercial Banks,
Trust Companies and Other Nominees:

Enclosed for your consideration is a Prospectus dated [ ], 2015 (the "Prospectus") and a Letter of Transmittal (the "Letter of Transmittal") that together constitute the offer (the "Exchange Offer") of Acadia Healthcare Company, Inc., a Delaware corporation (the "Issuer"), to exchange an aggregate principal amount of up to $375,000,000 of its 5.625% Senior Notes due 2023 (together with the guarantees thereof, the "Exchange Notes"), which have been registered under the Securities Act of 1933, as amended (the "Securities Act") for a like aggregate principal amount of its outstanding 5.625% Senior Notes due 2023, issued and sold in a transaction exempt from registration under the Securities Act (the "Outstanding Notes"), upon the terms and conditions set forth in the Prospectus. The Prospectus and Letter of Transmittal more fully describe the Exchange Offer. Capitalized terms used but not defined herein have the meanings given to them in the Prospectus.

We are asking you to contact your clients for whom you hold Outstanding Notes registered in your name or in the name of your nominee. In addition, we ask you to contact your clients who, to your knowledge, hold Outstanding Notes registered in their own name.

Enclosed are copies of the following documents:

1. the Prospectus;

2. the form of Letter of Transmittal for your use in connection with the tender of Outstanding Notes and for the information of your clients;

3. a form of Notice of Guaranteed Delivery;

4. a form of letter that may be sent to your clients for whose accounts you hold Outstanding Notes registered in your name or the name of your nominee, with space provided for obtaining the clients' instructions with regard to the Exchange Offer; and

5. IRS Form W-9.

DTC participants will be able to execute tenders through the DTC Automated Tender Offer Program.

Please note that the Exchange Offer will expire at 5:00 p.m., New York City time, on [ ], 2015, unless extended by the Issuer. We urge you to contact your clients as promptly as possible.

You will be reimbursed by the Issuer for customary mailing and handling expenses incurred by you in forwarding any of the enclosed materials to your clients.

Additional copies of the enclosed material may be obtained from the Exchange Agent, at the address and telephone numbers set forth in the Prospectus.

Very truly yours,

Acadia Healthcare Company, Inc.

NOTHING HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL CONSTITUTE YOU OR ANY PERSON AS AN AGENT OF THE ISSUER OR THE EXCHANGE AGENT, OR AUTHORIZE YOU OR ANY OTHER PERSON TO MAKE ANY STATEMENTS ON BEHALF OF EITHER OF THEM WITH RESPECT TO THE EXCHANGE OFFER, EXCEPT FOR STATEMENTS EXPRESSLY MADE IN THE PROSPECTUS AND THE LETTER OF TRANSMITTAL.

Exhibit 99.4

LETTER TO BENEFICIAL HOLDERS
ACADIA HEALTHCARE COMPANY, INC.

Offer to Exchange
5.625% Senior Notes due 2023
for Any and All Outstanding
5.625% Senior Notes due 2023

Pursuant to the Prospectus dated [ ], 2015

THE EXCHANGE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON [ ], 2015 (THE "EXPIRATION DATE"), UNLESS EXTENDED BY ACADIA HEALTHCARE COMPANY, INC. IN ITS SOLE DISCRETION.

[ ], 2015

To Our Clients:

Enclosed for your consideration is a Prospectus dated [ ], 2015 (the "Prospectus") and a Letter of Transmittal (the "Letter of Transmittal") that together constitute the offer (the "Exchange Offer") by Acadia Healthcare Company, Inc., a Delaware corporation (the "Issuer), to exchange up to $375,000,000 of its 5.625% Senior Notes due 2023 (together with the guarantees thereof, the "Exchange Notes"), which have been registered under the Securities Act of 1933, as amended (the "Securities Act"), for a like aggregate principal amount of its outstanding 5.625% Senior Notes due 2023, issued and sold in a transaction exempt from registration under the Securities Act (the "Outstanding Notes"), upon the terms and conditions set forth in the Prospectus. The Prospectus and Letter of Transmittal more fully describe the Exchange Offer. Capitalized terms used but not defined herein have the meanings given to them in the Prospectus.

These materials are being forwarded to you as the beneficial owner of Outstanding Notes carried by us for your account or benefit but not registered in your name. A tender of any Outstanding Notes may be made only by us as the registered holder and pursuant to your instructions. Therefore, the Issuer urges beneficial owners of Outstanding Notes registered in the name of a broker, dealer, commercial bank, trust company or other nominee to contact such registered holder promptly if they wish to tender Outstanding Notes in the Exchange Offer.

Accordingly, we request instructions as to whether you wish us to tender any or all of your Outstanding Notes, pursuant to the terms and conditions set forth in the Prospectus and Letter of Transmittal. We urge you to read carefully the Prospectus and Letter of Transmittal before instructing us to tender your Outstanding Notes.

Your instructions to us should be forwarded as promptly as possible in order to permit us to tender Outstanding Notes on your behalf in accordance with the provisions of the Exchange Offer. The Exchange Offer will expire at 5:00 p.m., New York City time, on the Expiration Date. Outstanding Notes tendered pursuant to the Exchange Offer may be withdrawn, subject to the procedures described in the Prospectus, at any time prior to the Expiration Date.

If you wish to have us tender any or all of your Outstanding Notes held by us for your account or benefit, please so instruct us by completing, executing and returning to us the instruction form that appears below. The accompanying Letter of Transmittal is furnished to you for informational purposes only and may not be used by you to tender Outstanding Notes held by us and registered in our name for your account or benefit.

Instructions to Registered Holder
from Beneficial Owner of
5.625% Senior Notes due 2023 of

ACADIA HEALTHCARE COMPANY, INC.

The undersigned acknowledge(s) receipt of your letter and the enclosed materials referred to therein relating to the Exchange Offer of the Issuer. Capitalized terms used but not defined herein have the meanings given to them in the Prospectus.

This will instruct you to tender the principal amount of Outstanding Notes indicated below held by you for the account or benefit of the undersigned, pursuant to the terms of and conditions set forth in the Prospectus and the Letter of Transmittal.

The aggregate face amount of the Outstanding Notes held by you for the account of the undersigned is (*fill in amount*):

$ of the Outstanding Notes.

With respect to the Exchange Offer, the undersigned hereby instructs you (check appropriate box):

☐ To TENDER the following Outstanding Notes held by you for the account of the undersigned (insert principal amount of Outstanding Notes to be tendered, if any):

$ of the Outstanding Notes.

☐ NOT to TENDER any Outstanding Notes held by you for the account of the undersigned.

If the undersigned instructs you to tender the Outstanding Notes held by you for the account of the undersigned, it is understood that you are authorized (a) to make, on behalf of the undersigned (and the undersigned, by its signature below, hereby makes to you), the representations and warranties contained in the Letter of Transmittal that are to be made with respect to the undersigned as a beneficial owner of the Outstanding Notes, including but not limited to the following representations: (i) the undersigned is acquiring the Exchange Notes in the ordinary course of business of the undersigned; (ii) the undersigned is not engaging in and does not intend to engage in a distribution of such Exchange Notes within the meaning of the federal securities laws; (iii) the undersigned has no arrangement or understanding with any person to participate in the distribution of such Exchange Notes; (iv) the undersigned is not an "affiliate," as defined in Rule 405 under the Securities Act, of the Issuer; and (v) the undersigned is not acting on behalf of any persons who could not truthfully make the foregoing representations; (b) to agree, on behalf of the undersigned, as set forth in the Letter of Transmittal and this instruction letter; and (c) to take such other action as necessary under the Prospectus or the Letter of Transmittal to effect the valid tender of Outstanding Notes.

The purchaser status of the undersigned is (check the box that applies):

☐ A "Qualified Institutional Buyer" (as defined in Rule 144A under the Securities Act);

☐ A non "U.S. person" (as defined in Regulation S under the Securities Act) that purchased the Outstanding Notes outside the United States in accordance with Rule 904 under the Securities Act.

☐ An institutional "accredited investor" within the meaning of Rule 501 under the Securities Act that acquired the Outstanding Notes for investment purposes and not with a view to, or for offer or sale in connection with, any distribution in violation of the Securities Act

SIGN HERE

Dated: _____, 2015

Name of beneficial owner(s): _____

Signature(s): _____

Name(s) of Signatory(ies), if different from beneficial owner (please print): _____

_____

Address: _____

Principal place of business (if different from address listed above): _____

_____

Telephone Number(s): _____

Taxpayer Identification or Social Security Number Date: _____